

*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. 3<sup>RD</sup> ST., ON WEDNESDAY, MARCH 23, 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 (10 Minutes):

1. Fiesta Weekend 2022 Update. Nick Williams, Fiesta Board Chairman

### D. PUBLIC COMMENT (3 Minute Rule Applies)

### E. REPORTS

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

### F. CONSENT CALENDAR

1. City Commission Regular Minutes, March 9, 2022
2. Acknowledge Regular Lodgers Tax Advisory Board Minutes, January 24, 2022
3. Take-home vehicle form for Animal Control
4. Volunteer Firefighters Annual PERA Reporting Form

#### G. PUBLIC HEARINGS

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 728 authorizing the sale of Real Property on 2<sup>nd</sup> and Locust (Section 33, Township 13 South, Range 4 West) Pursuant to Section 3-54-1 NMSA 1978; Sale of Real Property. Traci Alvarez, Assistant City Manager
2. Public Hearing/Discussion/Action: Final Adoption of Publication of Ordinance No. 729 authorizing the sale of Real Property on 3<sup>rd</sup> Street (Section 35, Township 13 South, Range 4 West) Pursuant to Section 3-54-1 NMSA 1978; Sale of Real Property. Traci Alvarez, Assistant City Manager

#### H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 50 21/22 Budget Adjustment Resolution. Carol Kirkpatrick, Finance Director
2. Discussion/Action: Resolution No. 51 21/22 Approval for the City of Truth or Consequences to participate in the New Mexico Department of Transportation Municipal Arterial Program. Traci Alvarez, Assistant City Manager

#### I. NEW BUSINESS

1. Discussion/Update: Spaceport America Update. Scott McLaughlin & Chris Lopez
2. Discussion/Action: Approval of the Law Enforcement Protection Funds Application. City Manager Bruce Swingle
3. Discussion/Action: Approve and Execute Utility Cooperative Agreement with NMDOT for the relocation of Water Line and Sanitary Sewer as part of the I-25 Business Loop Project. Traci Alvarez, Assistant City Manager
4. Discussion/Action: Approval of Contract with Bohannon Huston. Carol Kirkpatrick, Finance Director
5. Discussion/Action: Review, Approve, and Allocate Fiscal Year 2021/2022 Lodgers Tax Funding for Sierra County Arts Council. Tammy Gardner, City Manager Executive Assistant
6. Discussion/Action: Review, Approve, and Allocate Fiscal Year 2021/2022 Lodgers Tax Funding for Geronimo Trail Scenic Byway (GTSB). Tammy Gardner, City Manager Executive Assistant
7. Discussion/Action: Review, Approve, and Allocate Fiscal Year 2021/2022 Lodgers Tax Funding for MainStreet T or C. Tammy Gardner, City Manager Executive Assistant

#### J. EXECUTIVE SESSION

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

#### K. ADJOURNMENT

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

**If you do not wish to attend the meeting, but would like to give public input, please submit your comments to [torcpubliccomment@torcnm.org](mailto:torcpubliccomment@torcnm.org), by fax at (575) 894-6690, or a hard copy can be dropped off at the City Clerk's Office, 505 Sims Street, Truth or Consequences, NM. Please submit your comments no later than Monday, March 21, 2022.**

*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 APRIL 13, 2022**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

Agenda Item #: C.1

**SUBJECT:** Fiesta Weekend 2022 Update.  
**DEPARTMENT:** Clerk's Office  
**DATE SUBMITTED:** March 18, 2022  
**SUBMITTED BY:** City Clerk Torres  
**WHO WILL PRESENT THE ITEM:** Nick Williams, Fiesta Board Chairman

**Summary/Background:**

Update on where the Fiesta Board is with Fiesta Weekend 2022.

**Recommendation:**

None. Presentation Only.

**Attachments:**

- None.
- .

**Fiscal Impact (Finance):** No

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

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 3-23-2022





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

Agenda Item #: F.1

**SUBJECT:** City Commission Regular Minutes, March 9, 2022  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** March 17, 2022  
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer  
**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**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 3-23-2022

**CITY COMMISSION MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
WEDNESDAY, MARCH 9, 2022**

**A. CALL TO ORDER:**

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

**B. INTRODUCTION:**

**1. ROLL CALL:**

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

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

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

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

**2. SILENT MEDITATION:**

Mayor Pro-Tem Forrister called for fifteen seconds of silent meditation.

**3. PLEDGE OF ALLEGIANCE:**

Mayor Forrister called for City Manager Swingle to lead the Pledge of Allegiance.

**4. APPROVAL OF AGENDA:**

**Commissioner Mitchell moved to approve the agenda as submitted. 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:**

City Manager Swingle and OJ Hechler, Community Services Director presented an Employee Service Anniversary Award to Wes Owens for 1 year of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award to Landen Bilyeu for 1 year of service with the City of Truth or Consequences.

City Manager Swingle and Wes Owens presented an Employee Service Anniversary Award to Martin Towner for 2 years of service with the City of Truth or Consequences

City Manager Swingle and Bo Easley, Electric Division Director presented an Employee Service Anniversary Award to Crispin Bush for 2 years of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award to Jesse Cole for 3 years of service with the City of Truth or Consequences.

City Manager Swingle and Andy Alvarez, Sanitation Director, presented an Employee Service Anniversary Award to Joseph Daley for 4 years of service with the City of Truth or Consequences

City Manager Swingle and Sonya Williams, Utility Office Manager presented an Employee Service Anniversary Award to Chelsea LeClair for 6 years of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award to Bo Easley for 21 years of service with the City of Truth or Consequences.

**D. PUBLIC COMMENT (3 Minute Rule Applies):**

Rick Dumiak addressed the Commission with comments related to:

- (1) He commented on the development on Wyona Street. His neighbors have voiced a number of concerns, and he is all for development so he hopes that we can look for some sort of mitigation for traffic on Post Street if the development does go through.
- (2) He still opposes the \$50 trip fee.

Ron Pacourek addressed the Commission with comments related to:

- (1) He thinks it's great that the city is recognizing the staff. That is awesome.
- (2) He feels that there should be a Disc Golf Advisory Board.

## CITY COMMISSION MARCH 9, 2022 REGULAR MEETING MINUTES

- (3) We need tourism in our community and he feels that a car show would be a great way to do that. He read about different areas who are having car shows.
- (4) He asked about the Rodeo Arena.

Ariel Dougherty addressed the Commission with comments related to various comments. (Complete copy attached hereto and made a part hereof).

Nate Stephens addressed the Commission with comments related to:

- (1) He is one of the contractors who are doing the Wyona Street development. Their intention is to build new houses, and bring renewal the downtown district. He is paying for the infrastructure and the bridge for the casitas on the other side of the ditch. They are 100% paying for the whole thing. He gave his number to anyone who has concerns and would like to discuss the matter.

Commissioner Mitchell read a comment submitted by Ron Fenn. (Complete copy attached hereto and made a part hereof).

### **E. REPORTS:**

**City Manager Swingle reported the following:**

- We are still distributing COVID kits to the public.
- The Commission Retreat is scheduled for April 19, 2022 from 8-5 at the Holiday Inn Express.
- We still have vacancies on various city boards. We have two vacancies for the Airport Advisory Board. We have five vacancies on the Golf Course Advisory Board. We have two vacancies on the Lodgers Tax Advisory Board. We have two vacancies on the Impact Fee Advisory Board, and we have two vacancies on the Planning & Zoning Commission.
- He received an email from the SJOA. They have been shut down for the most part since the pandemic started. They will open their doors for dining-in on March 21, 2022. They will have a number of caveats that they are going to impose. They are asking for patients from the seniors and the community. It won't be like it was for a while with unlimited access to the building. They will only have one entrance and exit which will be in the front of the building.
- Yesterday was the last day for the Governor to sign the bills or pocket veto them. As far as Capital Outlay is concerned, we received \$213,000 for the Ralph Edwards Park. We were not involved in determining how much money was needed. The SJOA received some funding as well to pave the parking lot, and additional vehicles.
- The Public Utility Advisory Board completed their work on the Solar Renewable Ordinance (No. 664). The Solar Ordinance is going to impose requirements on the city and paying out revenue to individuals generating more solar than what they are consuming on a regular basis. We don't have that ability in the computer system at this point, and we are trying to make those changes to get that ability. He told the Public Utility Advisory Board that it would be a nightmare if we tried to get the Commission to approve that ordinance as is. The issue of what is in

Greetings Commission. 27 months have passed since I first brought problems with the City Renewable Ordinance 664 before this Commission. As 2021 closed it seemed the long deliberated revisions might finally be presented to you. Three months later, this ordinance still is not on your agenda.

It was distressing to hear the City Manager at the last PUAB meeting say he might not recommend passage of this long awaited and over worked document. His reason: there are problems in billing.

I REMIND you the current ordinance violates state law. It has always violated state law: **Article 18 - Powers of Municipalities Section 3-18-32.** (attached). Fix billing. But as a separate issue. Not as a delay in this necessary correction to the City being at odds with State law.

The problem is a three way process. Solar installing businesses actually make the applications for potential renewable producers. These installers feel compelled to follow existing City Code even though it violates state law and walks all over our solar rights.

I have been patient over these two years trying my best to work with everyone to make the best ordinance that serves the City and producers. I have lost my patience.

One of you Commissioners, please step forward and take command of this issue. Get the revised Renewable ordinance before this Commission as soon as possible. Get compliant with state law. Stop trampling over my right to have as much solar as I need now and into the future. Stop making my renewable installation more and more expensive. Get with state laws to be renewable energy compliant. Fighting to keep oil flowing is dangerous for the world.



**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:** 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

Public Comment by Ariel Dougherty to City of Truth or Consequences Commissioners  
**December 11, 2019**

Thank you for this opportunity to speak. I seek a more inspiring, Renewable Energy ordinance from the City than Ordinance 664. One that is equitable.

COP25 is taking place in Madrid, Spain as we meet here today. The escalation of climate change is alarming, far more rapid than thought when the City approved Ordinance 664 in 2015. Demands made by youth, HOW DARE YOU are inspiring.

I have looked into installing solar panels on my roof. It is an expense I am willing to undertake. But the restrictions that Ordinance 664 place on me tie my hands to the fossil fuel grid. These restrictions make me double pay. Ordinance 664 does not address the needs of our community nor our planet. Nor our children's children's children's future. It is not a GREEN NEW DEAL.

We have an imperative and moral obligation to reduce our use of fossil fuels as swiftly as possible. Here in Truth or Consequences we are blessed with an abundance of solar, wind and thermal energy that make it feasible for us to be completely free from use of fossil fuels. We are not immune from Climate Change.

It is time to carve out the political will to create a plan to tap into these resources and eliminate our use of fossil fuels. We need to take this action now.

Ordinance 664 restricts renewable capacity to 90% of current electrical uses. It does not account for the possibility – really the necessity – of a citizen moving off of natural gas heating or gasoline or diesel automobiles or trucks without greatly increased costs.

In a community with a poverty rate of 26% and reliant on considerable personal travel for a number of basic services like medical care and healthier foods the ability for an affordable way to cut all green house emissions is mandatory. Ordinance 664 does not allow for that possibility.

The wonderful array of renewables at our doorstep give us a fantastic opportunity to become a renewable resources mecca, a model green town that other communities would want to emulate. Our city would prosper encouraging new residents.

Let's come together to make that feasible. Let's repeal ordinance 664 and devise a new one that is truly abundant with renewables and not a double financial burden in the process. Let's make the GREEN NEW DEAL bloom.



# 01+000LAS CRUCES CAR COUNCIL EVENTS CALENDAR 2022

J. Erickson 575-521-4339 W. Brown 575-640-5920

1st Sat	Albuquerque, NM	Cars & Coffee	Owl Café Jul-Dec	open	Ski Martin	505-291-4900	
2nd Sat	El Paso, TX	Caffeine & Octane	P. Piper Pizza in Coronado	open	Chas Roybal		car408w@gmail.com
3rd Sun	Las Cruces, NM	LC Sunday Cruise	Downtown Plaza tp ???? open	Hector Castro	575-650-4018		
TBD	Las Cruces, NM	Cruces Cars & Coffee	Milagro's Coffee open	????	????		
3rd Sun	Las Cruces, NM	Pancake Breakfast	EAA Hangar open	Wes Baker	575-520-0451		
Sat Nites	Las Cruces, NM	Sonic-Apr/Oct Dions- Oct/Apr	Sonic-Foothills/Dions-Lohm open	Rex Porter	575-650-8547		
Last Sat	El Paso, TX	Super Swap @ SU	6500 Montana AV #3	open		915-313-7310	
Jan 13-16	Laughlin, NV	Cruizin' on the Rvier	Tropicana Casino	open	Jim Barquist	509-590-5725	
Jan 14-16	Mesquite, NV	Mesquite Motor Mania 2022	Mesquite Resort Assn.			702-643-0000	mesquitecarshows.com
Jan 22	Casa Grande, AZ	Annual Street Fair/Car Show	2nd & Florence St	open	Main Street	520-836-8744	cgmaintstreet.org
Jan 22-30	Scottsdale, AZ	Barrett-Jackson Auction	Westworld	open	B-J	480-663-6255	barrett-jackson.com
Jan 26-27	Tempe, AZ	Worldwide Scottsdale Auction	Singh Meadows	open	Worldwide	260-925-6789	worldwideauctioneers.
Jan 26-30	Scottsdale, AZ	Russo & Steele Auction	18601 N. Scottsdale Rd	open	R & S	888-482-5315	russoandsteele.com
Jan 27	Scottsdale, AZ	The Scottsdale Auction	Westin Kierland Resort	open	Bonhams	415-391-4000	bonhams.com
Jan 27	Scottsdale, AZ	Arizona Auction	Biltmore Resort	open	RM Auctions	310-559-4575	rmsotherbys.com
Jan 28-29	Scottsdale, AZ	Gooding & Co Auction	Fashion Square Mall	open	Gooding & Co	310-899-1960	goodingco.com
Jan 28-30	Ft. McDowell, AZ	Winter Auction	We-Ko-Pa Casino Resort	open	Motorsport Gp	602-596-4060	motorsportauctiongroup
Jan 29	Sahuarita, AZ	27th Classic Car Show	Quil Creek Vet's Muni Park	open	Bob Smith	719-649-6895	carnuts.org
Jan 29-30	Pomona, CA	72nd Grand Ntnl Roadster Show	LA County Fairplex			877-763-7469	rodshows.com
Feb 12	Indian Wells, CA	Dr. George Charity Car Show	Indian Wells Tennis Garden	open	Jules Varga	760-625-8191	CANCELLED
Feb 18	Lake Havasu, AZ	14th Annual Rockabilly Rod Show	Lake Havasu State Park		Kennie	928-846-0335	rockabillyreunion.com
Feb 19	Florence, AZ	5th Custom Car & Cycle Show	Historic Main Street	open	Roger Biede	520-868-9433	florenceazchamber.com
Feb 25-27	Decatur, TX	47th Annual Decatur Swap Meet	Wise Co. Fairgrounds	open	Auto Club	940-389-0054	wcaac.com
Mar 3-5	Lake Havasu, AZ	7th Annual "The Deuce Show"	Rotary Park	pre '58	Joe Mitchel	707-372-2843	havasudeuces.com
Mar 11-13	Ft. Worth, TX	12th Spring Lone Star Nationals	Texas Motor Speedway	pre '98	Goodguys	925-838-9876	good-guys.com
Mar 16-19	Glendale, AZ	Mecum Glendale Auction	State Farm Stadium	open	Mecum	262-275-5050	mecum.com
Mar 18-20	Scottsdale, AZ	12th Spring Nationals	Westworld	pre '98	Goodguys	925-838-9876	good-guys.com
Mar 19	Benson, AZ	"Classic Cars Off Main Show"	Lions Park	open	Cindy Allen	520-631-5507	
Mar 19	Tempe, AZ	16th "Catch-A-Wave" Car Show	Kiwanis Park		Dick Caley	480-345-9521	kiwanisnuevo.org
Mar 20	Tucson, AZ	Fords on Fourth	4th Ave betw 6-9th Sts.	Fords	Dave Carroll	520-668-0402	
Mar 26	Tucson, AZ	Chevy Showdown Car Show	Desert Diamond Casino	Chevys	Frank Pella	520-437-2481	
Apr 1-2	Artesia, NM	Main Event Car Show & Cruise	Heritage Plaza	open	Cham of Com	575-746-2744	artesiachamber.com
Apr 1-3	Del Mar, CA	21st Del Mar Nationals	Del Mar Fairgrounds	pre '98	Goodguys	925-838-9876	good-guys.com
Apr 2	Deming, NM	Smokin' Oldies Car Show	Courthouse Park	open	Dorinda	575-494-7072	
Apr 23	Tucson, AZ	47th TSRA Rodders Days	Pima Community Campus	pre '92	Ken Burk	520-282-3494	
Apr 28-30	Ft. Worth, TX	51st Pate Swap Meet	Texas Motor Speedway	open		713-649-0922	pateswapmeet.com

# 01+000LAS CRUCES CAR COUNCIL EVENTS CALENDAR 2022

J. Erickson 575-521-4339 W. Brown 575-640-5920

Apr 29-30	Moab, UT	29th Annual April Action Show	Swanny City Park	open	John Fogg	435-260-1948	moabcarshow.org
May 1	Albuquerque, NM	Honor Fight Car Show	Vet's Memorial	open	Shirley	505-410-3978	
May 13-15	Bakersfield, CA	Woody's Western Invasion	Famoso Dragstrip	Tri-5's	Tri-5 Assn	855-567-1957	americantrifive.com
May 15	Albuquerque, NM	Museum Auto Show	Museum-Old Town	open	Joyce		nmcarcouncil.com
May 28	Albuquerque, NM	Land of Enc GTO Show	Ray Sanchez Com Center	open	Michelle	505-459-8719	michelle67gto@yahoo.c
May 28-29	Albuquerque, NM	MCA Regional Car Show	Marriott Pyramid Hotel	Fords	Eric Shirley	505-268-2595	riograndemustangs.org
Jun 4	Red River, NM	23rd Classic Car Show	Brandenburg Park	open	Tourism Dept	575-754-3030	redriver.org
Jun 17-19	Ruidoso, NM	Tattoo & Car Show Expo	Ruidoso Convention Center		James Flores	575-937-2416	ruidosotattooexpo.com
Jun 17-19	St. Paul, MN	48th Back to the 50's Show	Minnesota State Fairgrds	pre '65	MSRA	651-641-1992	msra.com
Jun 18	Rio Rancho, NM	25th annual Mopar Fest	Haynes Park	mopars	Paul	505-896-8115	moparclub.com
Jun 19	Alamogordo, NM	Father's Day Car Show	Alameda Park	open	Jack Harris	575-491-9804	
Jun 19	Milwaukee, WI	41st Father's Day Car Show	Borchardt Speed Auto	open	Mike	414-282-2390	
Jun 24-26	Pueblo, CO	37th Rocky Mountain Nationals	Colorado St. Fairgrds	pre '93	NSRA	719-327-0827	nsra-usa.com
Jun 25	Kenosha, WI	Caffeine & Chrome 9a-12noon	Gateway Classic Cars	open	Gateway	262-220-7545	gatewayclassiccars.com
Jun 26	Kenosha, WI	Kenosha Car Club Cruise-In	Fireside Restaurant	open	Tom Zoerner	262-818-6150	
Jul 22-24	Puyallup, WA	34th Pacific N/W Nationals	Washington State Fairgrds	pre '98	Goodguys	925-838-9876	good-guys.com
Aug 11-13	Bowling Grn, KY	Danchuk Tri-Five Nationals	Beech Bend Park	Tri-5's	Tri-5 Assn	855-567-1957	americantrifive.com
Sep 3	Las Cruces, NM	Swap Meet & Vet's Car Show	TBD	open	Jim Erickson	575-521-4339	
Sep 9-11	Loveland, CO	24th Colorado Nationals	The Ranch Events Complex	pre '98	Goodguys	925-838-9876	goodg-guys.com
Sep 16-18	Ft. Worth, TX	29th Lone Star Nationals	Texas Motor Speedway	pre '98	Goodguys	925-838-9876	good-guys.com
Sep 17	Benson, AZ	Classic Cars Off Main	Lion's Park	open	Cindy Allen	520-631-5507	
Sep 23-25	Albuquerque, NM	NMCCC Swap Meet	????	open	Joyce		nmcarcouncil.com
Sep 23-25	Pinetop, AZ	38th Run to the Pines	Pinetop Lakes Co. Club	pre '73	Randi Corbin	928-358-9666	
Sep 30-2	Del Mar, CA	1st So-Cal Nationals	Del Mar Fairgrounds	pre '98	Goodguys	925-838-9876	good-guys.com
Oct 1	Mescalero, NM	35th Run to the Inn of Mtn Gods	Inn of the Mountain Gods	pre '78	Ron Dusch	915-598-0621	earlytimesstreetrodders.
Oct 1	Winslow, AZ	21st Just Cruis'n Car Show	Downtown Winslow	open	TJ	928-606-2244	
Oct 8	Sierra Vista, AZ	34th Annual Cars in the Park	Vet's Memorial Park	open	Janet Forbes	520-249-9756	sierravistacarclub.org
Oct 15	Tucson, AZ	16th Annual Classics Car Show	The Gregory School	pre 2000	Rotary Club	520-440-4503	rotarytccs.com
Oct 19-23	Lake Havasu, AZ	44th Run to the Sun	Bridgewater Golf Course	open	Relics & Rods	928-855-0933	relicsandrods.com
Oct 22	Las Cruces, NM	15th Donate for Life Car Show	Young Park	open	Lupe Rios	575-649-7814	
Oct 29	Alamogordo, NM	32nd Last Chance Fun Run/Show	Alameda Park	open	Jack Harris	575-491-9804	
Nov 5	T or C, NM	24th Annual Vet's Day Car Show	Veteran's Home	open	Sam Shannon	575-740-3904	
Nov 5	Tucson, AZ	14th Cops & Rodders Car Show	Kino Sports Complex	open	Bonnie	520-207-2878	soazlef.org
Nov 18-20	Scottsdale, AZ	25th S/W Nationals	Westworld	pre '98	Goodguys	925-838-9876	good-guys.com
Dec 3	Las Cruces, NM	Salvation Army Toy Drive	K-Mart (hwy 70) - Rudy's	open	Noel	575-524-4713	
RED - NEW MEXICO	BLACK - ALL OTHER STATES	GREEN - GOODGUYS EVENTS					
WHITE - LAS CRUCES	ORANGE - NSRA EVENTS	AQUA - AUCTIONS					

## TorC City Clerk

---

**From:** Ron Fenn <fenwron234@gmail.com>  
**Sent:** Tuesday, March 08, 2022 10:41 AM  
**To:** TorC City Clerk  
**Subject:** Public Comment March 9, 2022

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

*As I am unable to attend Please read into the record at Public Comment*

Dear Commissioners,  
Regarding Item 1 New Business

Whereas the City supplies 3 Porta Potty's for the tennis courts, which by observation are much less frequently used than the Dog Park, I highly support such a proposal.

Given that the City has recently spent over \$30,000 for a bathroom for 1 female clerk at the electric dept and that the Public facilities at the West entrance to Ralph Edwards Park have been closed since the Park reopened. It appears that the public that you serve are being denied facilities for their wellbeing in inexplicable favor of a City employee. It is time to consider your obligation to the people of T or C who put you in your positions (for their sole good) under the NM Constitution, and begin fixing this policy.

Thank you,

Sincerely

Ron Fenn Co-CEO, City of Truth or Consequences, NM  
575-894-1543

*and "JUSTICE for ALL"...not "JUST THIS " for so many!*

## CITY COMMISSION MARCH 9, 2022 REGULAR MEETING MINUTES

violation of state law in the ordinance is that we have a maximum capacity that is only allowed to be billed up to 90% of the consumption of solar. However, state law says that you cannot have that. We are not harming anything by not acting on the ordinance at this time, but if we do act on it and we allow for the pay out on those credits when we don't have net metering in place, it will be a nightmare for billing, and the Public Utility Advisory Board understood the issue.

- The New Mexico Municipal League will be having the Newly Elected Officials training on April 7<sup>th</sup> and April 8<sup>th</sup>. They strongly recommend that all newly elected officials attend the training. We are looking at \$809 per Commissioner to attend the training. That includes the price of the course, fuel, food, and a hotel room. We don't have money budgeted for this, however this is a very important training so we find the funds.

### **City Attorney Rubin reported the following:**

- He is pleased that City Manager Swingle clarified our position regarding the Renewable Energy Ordinance. Since it is a conflict with our state statute as explained by City Manager Swingle, he feels that we are ok in taking out time to make sure we have the ordinance passed at the appropriate time.

### **City Commission Reports:**

#### **Commissioner Fahl reported the following:**

- She would like to attend the Newly Elected Officials training.

#### **Commissioner Harrelson had no reports.**

#### **Commissioner Mitchell reported the following:**

- She would also like to attend the Newly Elected Officials training. She suggested maybe carpooling and maybe sharing a suite.
- They will be having a cash party to fundraise money for Fiesta. It is scheduled for April 2<sup>nd</sup>. The tickets are \$125 per couple, with a chance to win \$10,000. It is a reverse drawing cash party, and food and drinks will be served. There was a Lodgers Tax Board meeting on Monday, and they awarded us a little over \$11,600 for advertising, promotions, sanitation, and security for the Fiesta event. That is the most money that Fiesta has ever received from Lodgers Tax. That is not the usual amount that the Lodgers Tax Board usually gives out. This was a very special circumstance. The Fiesta Board had to really promote this as our signature event for the City of Truth or Consequences. Everything is moving along. We have our bands in place, and the entire weekend almost set up. We also have a brunch coming up on March 20<sup>th</sup> at the Brewery to support the Fiesta event. Those tickets are \$15.

#### **Mayor Pro-Tem Hechler reported the following:**

- He is really proud of the people who have been stepping up to assist with Fiesta. We not only have the main Fiesta committee, but we also have subcommittees that are branching out and working hard to further Fiesta this year.



## **CITY COMMISSION MARCH 9, 2022 REGULAR MEETING MINUTES**

### **Mayor Forrister reported the following:**

- She was able to go and look at the courtesy car that the LaFont's donated to the Airport. It is a very nice Lexus, and she thinks that we are going to put that to good use out at the Airport. It is very well needed.
- She commended the Fiesta Committee for putting on a cash party. She knows what kind of work that goes into having one of those.
- The Friday prior to Fiesta will be the kick off, and they will have an Ag Day for the kids (3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> graders), and the second half of the day will be for the community.
- She would also like to attend the Newly Elected Officials training. When she first came on she was scheduled to go, and then Covid hit so she wasn't able to attend, and they haven't had one since.

### **F. CONSENT CALENDAR:**

1. **City Commission Regular Minutes, February 23, 2022**
2. **Acknowledge Regular Public Utility Advisory Board Minutes, January 10, 2022**
3. **Accounts Payable, February 2022**
4. **Take-home vehicle form for the Water Department.**

**Commissioner Fahl moved to approve the Consent Calendar as submitted.**

**Commission Harrelson 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. 726 amending Chapter 11-11-6 of the Municipal Code of Ordinances pertaining to RV Dwellings:**

Assistant City Manager Alvarez explained that Ordinance No. 726 was approved for publication by the City Commission on February 9<sup>th</sup>. The Commission requested that we amend the draft ordinance to include provisions for temporary parking at Special Events. In your packet you will see the amendment highlighted in yellow. Staff is requesting final adoption.

Mayor Pro-Tem Hechler asked if there was any work done for people who have an half an acre to an acre or more within the city limits who have a separate ability to set up an RV on a temporary basis, and if not maybe that should be a consideration. For instance if someone has that large of a property, and they have company coming in for a couple of days, and put their RV on the site and hook up to electric and water. He doesn't really see a big issue with that.

Police Chief Rodriguez explained that Mayor Pro-Tem Hechler's suggestion may be feasible if we were to set a minimum of how big the property has to be if you allowed that because if you don't do that he feels that all of these people who have RV's in town

already would be hooking up their RV's to separate utilities, and using it as a residence or temporary residence which is a huge issue right now. What we are trying to do with this ordinance is to avoid people living in their RV or recreational vehicles on a permanent basis that are not in an RV park. However, he does see where Mayor Pro-Tem Hechler is coming from.

City Manager Swingle explained to the Commission that the intent of this ordinance is to prohibit that type of circumstance. At this point he does not believe that it offers any kind of mechanism for that to happen under the existing language. Some special event circumstances have been carved out in the ordinance, but that is for special events. It is not for individual folks. The intent of this ordinance is to not allow that.

Mayor Pro-Tem Hechler agrees 100% with the intent of the ordinance for specific situations. Especially in those congested areas in the downtown area, but for those individuals who have half an acre, or an acre or more in town, then there is a way that they can do that safely on a temporary basis. If there is a way to be compliant with our ordinance somehow, then he thinks that should be looked at.

Assistant City Manager Alvarez stated one thing that we have to be careful of is if we allow people to use RVs at their house, how do we determine whether that is a family member staying there or whether they are renting it out on as an Airbnb site, and not following our Short-Term Rental regulations. We've run into similar situations like that in the past.

Mayor Forrister asked if someone has an RV that is hooked up to electric, and full utilities, could they go and get a \$30 business license for an RV park.

Assistant City Manager explained that an RV park has to be done by special unit. She would caution that because of the whole Airbnb thing. What we are trying to do is target all of the areas that we are having a lot of issues with. We have had RVs that have caught fire and burned down very close to other housing units. We are really trying to clean this up because the current code is so broad.

Mayor Forrister opened the public hearing.

**Proponents:**

Rick Dumiak stated that he lives in the bath district, and he doesn't like to see the RV's hooked up temporarily. Most RVs have holding tanks, and they are really self-supporting units. They don't even really need electricity if they have solar panels and what not. He also agrees with the safety issue, so if we can find a compromise that would be good.

## CITY COMMISSION MARCH 9, 2022 REGULAR MEETING MINUTES

### **Opponents:**

Rick Dumiak is opposed of having an exception for properties that have a certain amount of acres, because that is saying that you have to be at a certain wealth level to be able to do this, and that doesn't sit right with him.

Mayor Forrister closed the public hearing.

**Commissioner Mitchell moved to approve adoption of Ordinance No. 726 amending Chapter 11-11-6 of the Municipal Code of Ordinances pertaining to RV Dwellings. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**Hon. Destiny Mitchell, Commissioner voted aye**

**Hon. Merry Jo Fahl, Commissioner voted aye**

**Hon. Rolf Hechler, Mayor Pro-Tem voted nay**

**Hon. Amanda Forrister, Mayor voted aye**

**Hon. Shelly Harrelson, Commissioner voted aye**

**Motion carried with a 4-1 vote.**

### **2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 727 amending Chapter 7, Article 2 of the Municipal Code of Ordinances pertaining to registered businesses within the city limits:**

Assistant City Manager Alvarez explained that this ordinance was also approved for publication on February 9, 2022. There were no revisions to this ordinance. Staff is requesting approval of the ordinance with the effective date being July 1, 2022 as requested by Commission on February 9, 2022.

City Attorney Rubin stated that this amendment is for everyone doing business within the city to be required to obtain a city business registration, rather than just those who have a branch, building or location within the city.

Mayor Forrister opened the public hearing.

### **Opponents:**

There were no opponents.

### **Proponents:**

There were no proponents.



Mayor Forrister closed the public hearing.

**Mayor Pro-Tem Hechler moved to approve adoption of Ordinance No. 727 amending Chapter 7, Article 2 of the Municipal Code of Ordinances pertaining to registered businesses within the city limits with the effective day of July 1, 2022. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**H. ORDINANCES/RESOLUTIONS/ZONING:**

**1. Discussion/Action: Resolution No. 49 21/22 Budget Adjustment Resolution:**

Carol Kirkpatrick, Finance Director reviewed the Budget Adjustments provided in the packet.

**Commissioner Mitchell moved to approve Resolution No. 49 21/22 Budget Adjustment Resolution. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**2. Discussion/Action: Request for the placement of a Porta Potty at the Carole Wheeler Dog Park:**

Carole Wheeler gave a presentation on why she feels that the Carole Wheeler Dog Park needs a Porta Potty. (Complete copy of proposal attached hereto, and made a part hereof).

Discussion ensued regarding the pros and cons of having a Porta Potty at the Carole Wheeler Dog Park.

**Commissioner Mitchell moved to take no action on the item and table it until further information is provided for a Porta Potty to be placed at the Carole Wheeler Dog Park. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

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

Carol Kirkpatrick, Finance Director reviewed the Purchase Requisitions over \$20,000 that were provided in the packet.

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



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: \_

**SUBJECT:** Carole Wheeler Dog Park Portable Toilet

**DATE SUBMITTED:** \_

**SUBMITTED BY:** Carole Wheeler

***Summary/Background:***

My name is Carole Wheeler, the unofficial coordinator between the City of T or C and the Carole Wheeler Dog Park.

I am here to request the City Manager's and City Commissioner's consideration for the placement of a portable toilet at the dog park. Our dog park is a very busy site year round, for our residents to share some social time with other people and their pets. The dog park is intended to be a clean and healthy environment for our canine citizens and their owners.

As you are aware our City has a very large population of seniors, which also carries over to the dog park patron's demographics. Additionally, there is a significant amount of tourists and winter visitors who visit the dog park. These "snowbirds" are also seniors.

Unfortunately with the senior designation comes the inability to easily walk, bend, stand, and otherwise move.

At the present time, there is no close, accessible restroom facility to serve the dog park. Patrons have to cut their visits short, leash up their pets and leave, either to go home or to find a facility.

Within this City, there are other recreation areas utilizing a porta potty facility, such as Rotary Park, and the Gene Speer tennis court area. There are two potties at the tennis courts, which are placed in the parking lot adjacent to the Municipal Court.

This request is for one porta potty at the dog park. Placement would be at the north side of the large dog area outside of the fence. There is an approximately 32 ft. long by 7 ft. wide, grassy area for placement. Open access for servicing is available from the marked parking area on Date St. Visibility from Date St. would be minimal for drivers negotiating the turn from Broadway to Date St.

Servicing costs for 1 porta potty is \$100.00 per month, and includes service every two weeks. The PALS volunteer organization could help offset the costs of servicing if required by the City.

**DRAFT**

**CITY OF TRUTH OR CONSEQUENCES  
RECREATION ADVISORY BOARD  
MINUTES OF THE REGULAR MEETING  
FEBRUARY 7, 2022**

**CALL TO ORDER:** The meeting was called to order at 6:10 P.M. by Chairman, Ingo Hoeppner at the City of T or C Commission Chambers.

**ROLL CALL**

Ingo Hoeppner, Chair  
Carole Wheeler, Board Member  
David Dawdy, Board Member  
Greg D'Amour, Board Member

**OTHERS IN ATTENDANCE:** Chuck Wentworth, Sentinel, Tracy Alvarez, City of T or C, O.J. Hechler, Dir. Public Svcs, City of T or C.

**PLEDGE OF ALLEGIANCE** - was recited.

The Agenda was approved with a motion by Carole and second by Greg.

The Minutes of the Regular Meeting of January 3, 2022 were approved with a motion by Carole and a second by Greg.

**Recreation Advisory Board Master Plan continuation -**

Ingo Hoeppner, Chair, presented a preliminary plan for the development of ad hoc committees to assist the City with various venues within the City. He explained ways a specialized committee might enhance public input through additional social media connections, and by conducting more focused public meetings and/or discussions. After much discussion, the Board Recognized that moving forward would first require a clarified approach. The Board agreed to return to the issue and to discuss potential action during the next regular meeting.

**COMMENTS FROM THE PUBLIC**

Candace Stokes, local resident and one of four residents attending the meeting, spoke regarding more information for Ingo's long range plan. She indicated a desire to learn more and offered encouragement.

## **RECREATION DEPARTMENT NEEDS ASSESSMENT UPDATE**

**Swimming Pool Update - O.J. Hechler indicated the pool is closed for the winter, and planned to open in April, depending upon adequate pool employees.**

**Dog Park Update - Carole presented a request to be on the City Commission Agenda to be allowed to have a portable toilet at the dog park. Photos showing an area for the placement, as well as adequate space for servicing. The Board voted unanimously to forward the request to the City Commission for placement on its agenda.**

**Ball field and Parks Update - O.J. stated that Little League registration is currently in process until the end of this month. As of this meeting date there have been no hires for the Parks and Rec Dept. vacancies. There are a few applicants to be interviewed.**

## **OTHER DISCUSSION -**

**O.J. told the Board that beginning Thursday, February 17<sup>th</sup>, the Dog Park will be closed for City maintenance, and every Thursday thereafter. This set schedule will enable the Parks Dept. to better utilize its time.**

**ADJOURNMENT - The meeting was adjourned at 7:00 p.m. with a motion by Carole and second by Ingo.**

**4. Discussion/Action: Consideration to appoint Art Burger to serve as a city representative on the Sierra Vista Hospital Governing Board:**

City Manager Swingle explained that the city has a vacancy for a city representative to serve on the Sierra Vista Hospital Governing Board. This vacancy is usually filled by a member of the public, and is appointed by our Governing Body. This vacancy has been advertised, and has also been announced during the past few Commission Meetings. Art Burger submitted a letter (email) of interest to serve as a city representative on the board, and no other letters were received. He feels that Art would be an outstanding addition to the hospital board.

**Commissioner Mitchell Hechler made a motion to appoint Art Burger to serve as a city representative on the Sierra Vista Hospital Governing Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**Note: Executive session was moved and discussed before item H5 due to the fact that City Attorney Rubin had to leave early.**

**I. EXECUTIVE SESSION:**

- 1. Threatened & Pending Litigation (Erica Baker vs. City of T or C) pursuant to 10-15-1(H.7).**
- 2. Threatened & Pending Litigation (George Henson) pursuant to 10-15-1(H.7).**

**Commissioner Fahl made a motion to go into executive session at 10:25 a.m. to discuss Threatened & Pending Litigation (Erica Baker vs. City of T or C) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (George Henson) pursuant to 10-15-1(H.7). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.**

Mayor Forrister reconvened the meeting in open session at 10:49 a.m.

**Mayor Pro-Tem Hechler certified that only matters pertaining to Threatened & Pending Litigation (Erica Baker vs. City of T or C) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (George Henson) pursuant to 10-15-1(H.7) was discussed in Executive Session.**

**No action was taken.**

**Mayor Pro-Tem Hechler made a motion to go back into open session at 10:50 a.m. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**H. ORDINANCES/RESOLUTIONS/ZONING: Continued...**

**5. Discussion/Action: Request to purchase Microsoft Word and carrying cases for the Commissioner's tablets.**

City Manager Swingle explained that various Governing Body Members requested carrying cases for their city issued tablet, as well as having Microsoft Word installed on their tablets. We requested a quote from IT, and they informed us that a Microsoft Word License for each tablet would be \$275 each, and the cases would cost anywhere from \$29-\$40 per case. If this is something the Commission would like to proceed with then we will need a formal action to budget the funds.

Mayor Forrister suggested maybe using google docs as a better alternative because it is free.

Commissioner Mitchell also suggested openoffice.org.

Mayor Pro-Tem Hechler asked for a tutorial on the suggested word document software.

Commissioner Harrelson stated that one of the benefits when using google docs is when you create something in your own google account, it stays with you.

Commissioner Mitchell stated that she is definitely interested in a case because she is afraid of breaking the tablet. She also wants a keyboard and a mouse.

**Commissioner Mitchell made a motion to allow city staff to budget for FY 22/23 for carrying cases and keyboards for the City Commissioner tablets. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**6. Discussion/Action: Request from AT&T and MD7 to facilitate modifications to the current cell site tower lease on Kopra Street:**

City Manager Swingle explained that we received a request to continue our agreement with AT&T for the Kopra Street tower out by the lake. They are offering \$456.25 per month with a 10% rent increase every 5 years commencing May 1, 2030. They are also requesting to extend their lease through October 20, 2060. He asked that the Commission reject the offer so he can have the opportunity to negotiate with them. We have contracts with much less infrastructure in place for some of these towers where we are getting over \$8,000 or \$9,000 a year from them. A request to lock us into an agreement for the next 38 years on that property is ridiculous. If we can't get them to get serious on the dollar value, then we reduce the term because we have no idea what we could use that property for in the next 38 years.

CITY COMMISSION MARCH 9, 2022 REGULAR MEETING MINUTES

**Commissioner Mitchell made a motion to reject the request from AT&T and MD7 to facilitate modifications to the current cell site tower lease on Kopra Street as recommended by staff. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**J. ADJOURNMENT:**

**Mayor Pro-Tem Hechler moved to adjourn at 11:04 a.m. Commissioner Mitchell seconded the motion. Motion carried unanimously.**

**Passed and Approved this 23rd day of March, 2022.**

---

Amanda Forrister, Mayor

ATTEST:

---

Angela A. Torres, CMC, City Clerk





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

Agenda Item #: F.2

**SUBJECT:** Acknowledge Regular Lodgers Tax Advisory Board Minutes, January 24, 2022.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** March 17, 2022

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

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**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 3-23-2022

**CITY OF TRUTH OR CONSEQUENCES  
LODGERS TAX ADVISORY BOARD  
MINUTES  
MONDAY, JANUARY 24, 2022**

**REGULAR MEETING**

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, January 24, 2022 at 12:00 pm.

**CALL TO ORDER:**

The meeting was called to order by Chairman Jake Foerstner.

**ROLL CALL**

Jake Foerstner, Chairman  
Gina Kelley, Vice-Chairman  
Linda DeMarino, Member

**ALSO PRESENT:**

Bruce Swingle, City Manager  
Tammy Gardner, Executive Assistant  
Dawn C. Barclay, Deputy City Clerk

**1. APPROVAL OF AGENDA:**

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

**2. APPROVAL OF MINUTES:**

**a. Regular Meeting of November 15, 2021.**

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

**3. COMMENTS FROM THE PUBLIC:**

There were no comments from the public.

#### **4. OLD BUSINESS:**

- a. Discussion/Action: Procedure for implementing Lodgers Tax Collection on Short Term Rentals. Gina Kelley, Vice-Chairman**

Vice-Chairman Kelley gave a recap from the last board meeting and continued on with her presentation. She provided a research list to the City for review and direction on how to establish a procedure to track and collect lodger's tax. Bruce Swingle, City Manager reminded the Board that the Village of Ruidoso did not move forward with hiring an outside vendor, but the City of T or C would like to explore these options and has a demo on software set up with a provider in the next few weeks. He will provide a report about the demo at the next scheduled meeting. Mr. Swingle also reported he has passed on Vice-Chairman Kelley's research list to the City Clerk. The Board offered to help assist the City Clerk's Department with their research if need be. A comparison was made between a third-party management system vs Airbnb on the collection of tax. The board decided to wait and see how the meeting goes between the City and the third party and then maybe reach out to Airbnb for their procedures.

**No action was taken.**

#### **5. NEW BUSINESS:**

- a. Discussion/Review: Lodgers Tax Award Tracking Sheets for November 15, 2021.**

The board confirmed the award tracking sheet was correct for November 15, 2021.

The board further discussed having a spreadsheet that would be presented at each meeting showing all the awarded payouts for the fiscal year. This spreadsheet would be a running total of all awards. It would be updated after every meeting and then presented back at the following meeting. In addition, the board requested they would like to receive a ledger balance report showing how much money is left in the Lodgers Tax holding account. They would like these two reports on the agenda and presented at each meeting. Tammy Gardner, Executive Assistant maintains and will provide the award information in a spreadsheet format. The other report will be generated through the city Finance Department. The board requested that Dawn C. Barclay, Deputy City Clerk will add a recurring agenda item referring to these two requested reports.

The board also discussed having these reports it will help to keep track of the time frame as to when the requestor will have to come back to the board to give their 90-day progress report.

- b. Discussion/Action: Sierra County Rock & Gem Society - 2021-2022 Lodgers Tax Grant Application. Tammy Gardner, Executive Assistant**

Tammy Gardner, Executive Assistant advised the board that the Sierra County Rock & Gem Society had to withdraw their funding request due to a Covid related issue.

**No action was taken.**

#### **6. REPORTS FROM THE BOARD:**

**Vice-Chairman Kelley** - Reported that the State of New Mexico Legislation was trying to implement a new tax collecting procedure. Ms. Kelley will research to find out the current status to see if it has passed. Member DeMarino pointed out there might be an Anti-Donation conflict with the new procedure.

**Chairman Foerstner** – Would like to see the City implement an online payment option to pay for a city new or renewal business license and a Credit Card option at the Waste facility.

**Member DeMarino** – Would like to get with MainStreet to collaborate on the rollout of the new City branding. Bruce Swingle, City Manager mentioned to the board he and the City Commissioners would like to see the new logo.


#### **7. REPORTS FROM STAFF:**

There were no reports from the staff.

#### **8. ADJOURNMENT:**

There being no further business to come before the Lodgers Tax Advisory Board, Chairman Foerstner made a motion to adjourn the meeting. Meeting was adjourned.

**PASSED AND APPROVED ON THIS 7<sup>th</sup> DAY OF MARCH 2022.**



---

**Jake Foerstner, Chairman**  
Lodgers Tax Advisory Board



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

*Agenda Item #: F.3*

**SUBJECT:** Take-home vehicle form for the Animal Control.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** March 17, 2022

**SUBMITTED BY:** Angela A. Torres

**WHO WILL PRESENT THE ITEM:** Consent Calendar

***Summary/Background:***

The City of Truth or Consequences Water Department has an employee who will be taking home a City Vehicle. In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is from Iwilda Lacy.

***Recommendation:***

Approve take-home vehicle form.

***Attachments:***

- Take-home vehicle form.

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

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

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 3-23-2022



## Take Home Vehicle Authorization Request

Employee: Iwilda Lacy Department: Animal Control

Position Title: Animal Control Commute Miles/Day: 60

Employee Address: 1778 Turtle Back Av. TorC Nm.

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

☐ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

☒ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

☐ **Other:** explain \_\_\_\_\_

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

Iwilda Lacy  
Employee's Signature

3-17-22  
Date

[Signature]  
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

\_\_\_\_\_  
Sandy Whitehead, Mayor Signature

\_\_\_\_\_  
Date





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

*Agenda Item #: F.4*

**SUBJECT:** Volunteer Firefighters Annual PERA Reporting Form  
**DEPARTMENT:** Fire Department  
**DATE SUBMITTED:** March 16, 2022  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Consent Calendar

**Summary/Background:**

This item is to approve the annual PERA form for the Volunteer Firefighters.

**Recommendation:**

Approval of PERA Form.

**Attachments:**

- Volunteer Fire PERA Form
- .

**Fiscal Impact (Finance):** Choose an item.

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

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 3-23-2022



## 2021 Volunteer Firefighters Annual Reporting Form

33 Plaza La Prensa  
Santa Fe, NM 87507  
(505) 476-9300 phone  
(505) 954-0342 fax  
www.nmpera.org

Instructions: Please print or type in dark ink. This form must be completed in its entirety and returned in hard copy and electronic copy format to PERA along with the appropriate Qualification Record form(s) by March 31, 2022 via RIO and by regular mail, fax, or e-mail to [pera-memberservices@state.nm.us](mailto:pera-memberservices@state.nm.us) for processing. Strikethroughs and correction fluid/tape are not permitted. Please keep copies for your VFD's records.

### Section 1

#### General Information About the Volunteer Fire Department (VFD)

09899	Truth or Consequences Volunteer Fire Department		
PERA VFD Number (5 digit number)	VFD Name		
505 Sims	Truth or Consequences	NM	87901
VFD Mailing Address	City	State	Zip Code
Paul Tooley	575-740-8123	chief@torcfire.com	
VFD Fire Chief's Name (First and Last)	VFD Chief's Daytime Phone Number	VFD Chief's email Address	
Alternate Contact Name (First and Last)	Alternate Contact's Daytime Phone Number	Alternate Contact's Email Address	

### Section 2

#### VFD DEPARTMENT TOTALS

1.	New VFD members reported in 2021:	1
2.	Current/returning (non-retired) VFD members reported in 2021:	12
3.	Retired VFD members reported in 2021:	5
4.	Total number of Volunteer Firefighters reported in 2021 (sum of members entered on lines 1 through 3):	18

### Section 3

#### VFD CHIEF CERTIFICATION

\*Notary stamp must be visible

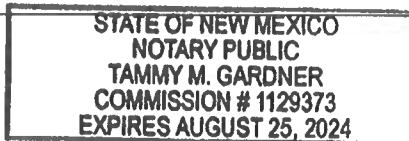
I, Paul Tooley, Fire Chief of the Truth or Consequences Volunteer Fire Department, affirm that the records submitted to PERA are true and correct and reflect 100% of my VFD's 2021 roster.

Signature of VFD Fire Chief [Signature] Date 3-17-2022

State of New Mexico )

County of Sierra )

SS:



Signed and sworn to (or affirmed) before me by Paul Tooley on this 17<sup>th</sup> day of March  
VFD Chief's Name (please print) to be completed by Notary

My Commission Expires Aug 25, 2024 Notary Public Telephone Number 575 - 740-1401 Signature of Notary Tammy M. Gardner

### Section 4

#### MAYOR OR COMMISSION CERTIFICATION

Signature of Municipal Mayor or Chair of County Commission \_\_\_\_\_ Date \_\_\_\_\_



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

Agenda Item #: G.1

**SUBJECT:** Ordinance No. 728 Authorizing the Sale of Real Property pursuant to §NMSA 1978 3-54-1

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** March 18, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

### Summary/Background:

The City received an offer to purchase real property owned by the City. The proposed purchase price is \$64,600.00, which is equal to the appraised value. Pursuant to Section 3-54-1, the proposed Agreement must be approved by ordinance. Ordinance was approved for publication on 2-23-2022. It is now being presented for Public Hearing and Final Adoption

### Recommendation:

Approve Ordinance No. 728 authorizing the Sale of Real Property pursuant to §NMSA 1978 3-54-1.

### Attachments:

- Ordinance 728/Purchase Agreement
- Appraisal/Boundary Survey/Legal Description
- Parcel Map
- Sale Ads – 1/28/22 & 2/4/22

**Fiscal Impact (Finance):** Yes

**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. 728

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-23-2022

ORDINANCE No. \_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE OF REAL  
PROPERTY, PURSUANT TO SECTION 3-54-1 NMSA 1978.**

A. WHEREAS, the City of Truth or Consequences, New Mexico (the "City") is a legally created, established, organized and existing incorporated municipality under the constitution and laws of the State of New Mexico; and

B. WHEREAS, the City owns certain real property located within its boundaries specifically described as follows:

A 5.616 acre tract of land in the NW1/4 SE1/4 SW1/4 of Section 33, Township 13 South, Range 4 West. N.M.P.M. in the City of Truth or Consequences, Sierra County, New Mexico, described more fully in **EXHIBIT A** attached.

C. WHEREAS, the City has negotiated a Purchase Agreement with ALAMO TWO LLC, ("BUYER") whereby the City shall convey its interest in and to the above-described property to the BUYER; and

D. WHEREAS, under Section 3-54-1 NMSA 1978, the City is required to obtain an appraisal from a qualified appraiser of any property to be sold, and said appraisal was prepared by Karen I. Mundy, MAI, dated January 18, 2022; and

E. The contemplated purchase price is \$64,600.00, which is equal to the appraised value. The City Commission has determined that it is in the best interest of the City to complete this sale due to the following reasons:

- (1) The City would be receiving a lump sum as consideration for the full appraised value.
- (2) The City has determined that the real property is not needed for any other purpose.

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

Section 1. Authority. The City is authorized to convey interests in real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

Section 2. Material Terms Purchase Agreement.

A. The City shall sell and convey the above-described property to the BUYER for the consideration of **SIXTY-FOUR THOUSAND, SIX HUNDRED DOLLARS (\$64,600.00)** to be paid at closing. Attached hereto as **EXHIBIT B**, is the Purchase Agreement.

B. The closing costs shall be paid by the purchaser.

C. The Purchaser acknowledged that it is buying the property in an "as is" condition, and the City has made no warranties or representations regarding the Real Property, the status of its title, or its feasibility for development.

Section 3. Effective Date. This Ordinance shall be effective forty-five (45) days after its adoption.

Section 4. Severability. If any section, paragraph, clause or provision shall be held to be valid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

PASSED, ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF February 2022.

CITY OF TRUTH OR CONSEQUENCES

By \_\_\_\_\_  
AMANDA FORRISTER, Mayor

ATTEST:

By \_\_\_\_\_  
ANGELA TORRES, City Clerk

# Chaparral Surveying, LLC

P.O. Box 629  
Elephant Butte, New Mexico 87935  
(575) 740-0334

February 12, 2020

## LEGAL DESCRIPTION (5.616 ACRES)

A tract of land situate in the NW1/4 SE1/4 SW1/4 of Section 33, Township 13 South, Range 4 West, N.M.P.M., bounded on the north by W. Second Avenue, on the west by Locust Street and on the South by Garst Avenue, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit:

Beginning at the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", a point on Locust Street, whence the SW corner of Section 33, Township 13 South, Range 4 West, a "brass-cap" monument in concrete, bears S63°45'55"W, a distance of 1585.47 feet;

Thence, continuing along Locust Street, N04°37'35"W, a distance of 542.66 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along Locust Street, N33°28'45"E, a distance of 76.04 feet to the NW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129"; a point on W. Second Avenue;

Thence, continuing along W. Second Avenue, S89°50'33"E, a distance of 386.14 feet to the NE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129";

Thence, S00°15'59"W, a distance of 604.14 feet to the SE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129", a point on Garst Avenue;

Thence, continuing along Garst Avenue, N89°52'00"W, a distance of 381.50 feet to the point of beginning of the tract hereon described, containing 5.616 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Boundary Survey Plat dated February 11, 2020).

## **PURCHASE AGREEMENT**

This Agreement is entered into on the \_\_\_\_ day of February 2022, by and between **THE CITY OF TRUTH OR CONSEQUENCES, a Municipal corporation (City), and ALAMO TWO LLC, (Buyer).**

### **RECITALS**

A. The parties desire to enter into an Agreement whereby the City will sell, transfer and convey all of its interest in and to the following described realty to the Buyer:

A 5.616 acre tract of land in the NW1/4 SE1/4 SW1/4 of Section 33, Township 13 South, Range 4 West, N.M.P.M. in the City of Truth or Consequences, Sierra County, New Mexico, described more fully in **EXHIBIT A** attached.

B. For the sale of real property, the City is required to follow the provisions of §3-54-1, N.M.S.A. (1978).

C. The City obtained an appraisal dated January 22, 2022 from Karen Mundy, MAI certified appraiser. The appraised value of the property was \$64,600.00.

**NOW THEREFORE**, the parties agree as follows:

1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer for the agreed upon consideration.

2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of **SIXTY-FOUR THOUSAND, SIX HUNDRED DOLLARS (\$64,600.00)**.

3. Immediately upon receiving the purchase funds, the City shall deliver to buyer an executed quitclaim deed which shall convey the aforesaid property to the buyer.

4. The buyer is purchasing the property on an "as is" basis, and is not relying upon any warrants or representations made by City, either to the condition of the premises, the status of the title, or as to its feasibility of future development. The Buyer has been encouraged to obtain an appropriate title policy.

5. All recording fees and closing costs will be paid by Buyer.

---

**CITY OF TRUTH OR CONSEQUENCES- Seller**

---

**ALAMO TWO LLC – Buyer**

## ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ )  
 :ss.  
COUNTY OF \_\_\_\_\_ )

**Notary Public**

**STATE OF NEW MEXICO**       **]                         :ss.**

**COUNTY OF SIERRA**       **]**

## Notary Public

**(Seal)** \_\_\_\_\_



# Chaparral Surveying, LLC

P.O. Box 629

Elephant Butte, New Mexico 87935

(575) 740-0334

February 12, 2020

## LEGAL DESCRIPTION

(5.616 ACRES)

A tract of land situate in the NW1/4 SE1/4 SW1/4 of Section 33, Township 13 South, Range 4 West, N.M.P.M., bounded on the north by W. Second Avenue, on the west by Locust Street and on the South by Garst Avenue, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", a point on Locust Street, whence the SW corner of Section 33, Township 13 South, Range 4 West, a "brass-cap" monument in concrete, bears S63°45'55"W, a distance of 1585.47 feet;

Thence, continuing along Locust Street, N04°37'35"W, a distance of 542.66 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along Locust Street, N33°28'45"E, a distance of 76.04 feet to the NW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129"; a point on W. Second Avenue;

Thence, continuing along W. Second Avenue, S89°50'33"E, a distance of 386.14 feet to the NE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129";

Thence, S00°15'59"W, a distance of 604.14 feet to the SE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129", a point on Garst Avenue;

Thence, continuing along Garst Avenue, N89°52'00"W, a distance of 381.50 feet to the point of beginning of the tract hereon described, containing 5.616 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Boundary Survey Plat dated February 11, 2020).

Mundy Appraisal Services  
**LAND APPRAISAL REPORT**

File No. C-2021-32 B

<b>SUBJECT</b>	Borrower <u>Not Applicable</u>		Census Tract <u>9622.00</u>		Map Reference <u>3-022-078-372-429</u>																																																																																																		
	Property Address <u>SEC W. 2nd Ave and Locust St</u>																																																																																																						
	City <u>Truth Or Consequences</u>		County <u>Sierra</u>		State <u>NM</u> Zip Code <u>87901</u>																																																																																																		
	Legal Description <u>See attached addenda.</u>																																																																																																						
<b>NEIGHBORHOOD</b>	Sale Price \$ <u>Not Applicable</u>		Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD																																																																																																		
	Actual Real Estate Taxes \$ <u>Exempt</u>		(yr)	Loan charges to be paid by seller \$ <u>N/A</u>	Other sales concessions <u>Not Applicable</u>																																																																																																		
	Lender/Client <u>City of Truth or Consequences - Client</u>		Address <u>505 Sims Street, Truth or Consequences, NM 87901</u>																																																																																																				
	Occupant <u>Vacant</u>		Appraiser <u>Karen I. Mundy, MAI</u>		Instructions to Appraiser <u>See attached Addenda for Scope of Work.</u>																																																																																																		
	Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural																																																																																																			
	Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Stability	<input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor																																																																																																	
	Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	Convenience to Employment	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																																																																																																
	Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Shopping	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																																																																																																	
	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Convenience to Schools	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																																																																																																	
	Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																																																																																																	
<b>SITE</b>	Present	<u>60 %</u> One-Unit	<u>10 %</u> 2-4 Unit	<u>  </u> % Apts.	<u>  </u> % Condo	<u>30 %</u> Commercial																																																																																																	
	Land Use	<u>  </u> % Industrial	<u>  </u> % Vacant	<u>  </u> %																																																																																																			
	Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)																																																																																																			
	Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>5 %</u> Vacant																																																																																																			
	One-Unit Price Range	\$ <u>23,000</u> to \$ <u>475,000</u>		Predominant Value \$ <u>110,000</u>																																																																																																			
	One-Unit Age Range	<u>5</u> yrs. to <u>80</u> yrs.		Predominant Age <u>25</u> yrs.																																																																																																			
	Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)																																																																																																						
	<u>See attached addenda.</u>																																																																																																						
<b>MARKET DATA ANALYSIS</b>	Dimensions <u>Slightly Irregular - See Attached Survey</u> = <u>5.616 Acres</u> <input checked="" type="checkbox"/> Corner Lot																																																																																																						
	Zoning Classification <u>R-3, Residential Zone 3</u> Present Improvements <input checked="" type="checkbox"/> Do <input type="checkbox"/> Do Not Conform to Zoning Regulations																																																																																																						
	Highest and Best Use <input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Other (specify) _____																																																																																																						
	Public <input checked="" type="checkbox"/> Other (Describe) _____ OFF SITE IMPROVEMENTS																																																																																																						
	Elec.	<input checked="" type="checkbox"/>	Street Access	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Topo	<u>Below Grade of Roadway</u>																																																																																																	
	Gas	<input checked="" type="checkbox"/>	Surface	<u>Paved</u>	Size	<u>5.616 Acres</u>																																																																																																	
	Water	<input checked="" type="checkbox"/>	Maintenance	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Shape	<u>Slightly Irregular</u>																																																																																																	
	San. Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Curb/Gutter	View	<u>Typical Residential</u>																																																																																																		
	<input type="checkbox"/> Underground Elect. & Tel.	<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	Drainage	<u>Appears Adequate</u>	Is the property located in a FEMA Special Flood Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																																		
	Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) <u>The subject site is slightly irregular in shape and contains 5.616 acres, as shown on the Survey included in the report. The site has frontage on the east side of Locust Street and the south side of 2nd Avenue. The topography of the site is uneven and lies below grade of both roadways, and could require significant site work to be usable for more than one or two homesites. It is assumed all utilities are available for extension to the site.</u>																																																																																																						
The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.																																																																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>ITEM</th> <th>SUBJECT PROPERTY</th> <th>COMPARABLE NO. 1</th> <th>COMPARABLE NO. 2</th> <th>COMPARABLE NO. 3</th> </tr> </thead> <tbody> <tr> <td>Address</td> <td>SEC W. 2nd Ave and Locust St Truth Or Consequences, NM 87901</td> <td>700 Block Gray St Truth or Consequences, NM</td> <td>S Of 400 Warm Springs Blvd Elephant Butte, NM 87835</td> <td>203 Highway 181 N Truth Or Consequences, NM 8790</td> </tr> <tr> <td>Proximity to Subject</td> <td></td> <td>0.56 miles S</td> <td>4.10 miles NE</td> <td>1.83 miles NE</td> </tr> <tr> <td>Sales Price</td> <td>\$ Not Applicable</td> <td>\$ 23,858</td> <td>\$ 15,544</td> <td>\$ 6,869</td> </tr> <tr> <td>Price Total</td> <td>\$</td> <td>\$ 220,000</td> <td>\$ 90,000</td> <td>\$ 70,000</td> </tr> <tr> <td>Data Source(s)</td> <td></td> <td>MLS # 20203548 - 111 DOM</td> <td>MLS # 20203548 - 200 DOM</td> <td>MLS # 20183059 - 485 DOM</td> </tr> <tr> <td>ITEM</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>+(-) \$ Adjust.</td> <td>DESCRIPTION</td> <td>+(-) \$ Adjust.</td> </tr> <tr> <td>Date of Sale/Time Adj.</td> <td>N/A</td> <td>08/12/2021</td> <td></td> <td>02/28/2021</td> <td></td> </tr> <tr> <td>Location</td> <td>Urban</td> <td>Urban</td> <td></td> <td>Urban</td> <td>+3,100</td> </tr> <tr> <td>Site/View</td> <td>5.616 Acres</td> <td>9.3 Acres</td> <td></td> <td>5.79 Acres</td> <td></td> </tr> <tr> <td>Topography</td> <td>Sloping</td> <td>Generally Level</td> <td>-11,828</td> <td>Level</td> <td>-7,772</td> </tr> <tr> <td>Zoning</td> <td>R-3</td> <td>R-3</td> <td></td> <td>C-2</td> <td></td> </tr> <tr> <td>Utilities</td> <td>Avail. for Extension</td> <td>Avail. for Extension</td> <td></td> <td>Avail. for Extension</td> <td></td> </tr> <tr> <td>Sales or Financing Concessions</td> <td>N/A</td> <td>Cash to Seller</td> <td></td> <td>Cash to Seller</td> <td></td> </tr> <tr> <td>Net Adj. (Total)</td> <td></td> <td><input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -11,828</td> <td><input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -4,672</td> <td><input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 2,858</td> <td></td> </tr> <tr> <td>Indicated Value of Subject</td> <td></td> <td>\$ 11,828</td> <td>\$ 10,872</td> <td>\$ 9,727</td> <td></td> </tr> <tr> <td colspan="7">Comments on Market Data <u>See attached addenda.</u></td> </tr> </tbody> </table>							ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	Address	SEC W. 2nd Ave and Locust St Truth Or Consequences, NM 87901	700 Block Gray St Truth or Consequences, NM	S Of 400 Warm Springs Blvd Elephant Butte, NM 87835	203 Highway 181 N Truth Or Consequences, NM 8790	Proximity to Subject		0.56 miles S	4.10 miles NE	1.83 miles NE	Sales Price	\$ Not Applicable	\$ 23,858	\$ 15,544	\$ 6,869	Price Total	\$	\$ 220,000	\$ 90,000	\$ 70,000	Data Source(s)		MLS # 20203548 - 111 DOM	MLS # 20203548 - 200 DOM	MLS # 20183059 - 485 DOM	ITEM	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	Date of Sale/Time Adj.	N/A	08/12/2021		02/28/2021		Location	Urban	Urban		Urban	+3,100	Site/View	5.616 Acres	9.3 Acres		5.79 Acres		Topography	Sloping	Generally Level	-11,828	Level	-7,772	Zoning	R-3	R-3		C-2		Utilities	Avail. for Extension	Avail. for Extension		Avail. for Extension		Sales or Financing Concessions	N/A	Cash to Seller		Cash to Seller		Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -11,828	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -4,672	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 2,858		Indicated Value of Subject		\$ 11,828	\$ 10,872	\$ 9,727		Comments on Market Data <u>See attached addenda.</u>						
ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3																																																																																																			
Address	SEC W. 2nd Ave and Locust St Truth Or Consequences, NM 87901	700 Block Gray St Truth or Consequences, NM	S Of 400 Warm Springs Blvd Elephant Butte, NM 87835	203 Highway 181 N Truth Or Consequences, NM 8790																																																																																																			
Proximity to Subject		0.56 miles S	4.10 miles NE	1.83 miles NE																																																																																																			
Sales Price	\$ Not Applicable	\$ 23,858	\$ 15,544	\$ 6,869																																																																																																			
Price Total	\$	\$ 220,000	\$ 90,000	\$ 70,000																																																																																																			
Data Source(s)		MLS # 20203548 - 111 DOM	MLS # 20203548 - 200 DOM	MLS # 20183059 - 485 DOM																																																																																																			
ITEM	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.																																																																																																		
Date of Sale/Time Adj.	N/A	08/12/2021		02/28/2021																																																																																																			
Location	Urban	Urban		Urban	+3,100																																																																																																		
Site/View	5.616 Acres	9.3 Acres		5.79 Acres																																																																																																			
Topography	Sloping	Generally Level	-11,828	Level	-7,772																																																																																																		
Zoning	R-3	R-3		C-2																																																																																																			
Utilities	Avail. for Extension	Avail. for Extension		Avail. for Extension																																																																																																			
Sales or Financing Concessions	N/A	Cash to Seller		Cash to Seller																																																																																																			
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -11,828	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -4,672	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 2,858																																																																																																			
Indicated Value of Subject		\$ 11,828	\$ 10,872	\$ 9,727																																																																																																			
Comments on Market Data <u>See attached addenda.</u>																																																																																																							
<b>RECONCILIATION</b>	Comments and Conditions of Appraisal <u>See attached addenda for the Scope of Work.</u>																																																																																																						
	Final Reconciliation <u>The Sales Comparison Approach was the only applicable approach in the valuation of the subject tract of land. Based on the foregoing, I have reconciled on an opinion of market value of \$11,500 per acre for the subject lot. This equates to \$64,584 when multiplied by the 5.616 acres contained in the subject property. \$64,600 rounded.</u>																																																																																																						
	I (WE) ESTIMATE THE MARKET VALUE AS DEFINED, OF THE SUBJECT PROPERTY AS OF <u>January 6, 2022</u> TO BE \$ <u>64,600</u>																																																																																																						
	Appraiser <u>Karen I. Mundy, MAI</u> Supervisory Appraiser (if applicable) _____																																																																																																						
Date of Signature and Report <u>01/18/2022</u> Date of Signature _____																																																																																																							
Title <u>Owner/Appraiser</u> Title _____																																																																																																							
State Certification # <u>1219-G</u> ST NM State Certification # _____ ST																																																																																																							
Or State License # _____ ST Or State License # _____ ST																																																																																																							
Expiration Date of State Certification or License <u>04/30/2023</u> Expiration Date of State Certification or License _____																																																																																																							
Date of Inspection (if applicable) <u>January 6, 2022</u> <input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property Date of Inspection _____																																																																																																							

**File No. C-2021-32 B**

ITEM		SUBJECT PROPERTY		LISTING NO. 1		LISTING NO. 2		LISTING NO. 3	
Address		SEC W. 2nd Ave and Locust St Truth Or Consequences, NM 879		NEC Kopra St & Golf Club Rd Truth or Consequences, NM					
Proximity to Subject				0.98 miles N					
Current List Price		\$		\$ 32,079		\$		\$	
Price Total		\$		\$ 150,000		\$		\$	
Last Price Rev. Date				Not Applicable					
Data Source(s)		Client		Listing Agent & MLS 20210813					
ITEM		DESCRIPTION		DESCRIPTION +(-)\$ Adjust.		DESCRIPTION +(-)\$ Adjust.		DESCRIPTION +(-)\$ Adjust.	
Days on Market		N/A		342 Days -4,812					
Location		Urban		Urban					
Site/View		5.616 Acres		4.676 Acres					
Topography		Sloping		Generally Level -16,040					
Zoning		R-3		R-3					
Utilities		Avail. for Extension		Avail. for Extension					
Sales or Financing Concessions		N/A							
Net Adj. (Total)		Not Applicable		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -20,852		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$	
Adjusted Price of Listings				Net 65.0 % Gross 65.0 % \$ 11,227		Net % Gross % \$		Net % Gross % \$	
Comments on Listing Data      See attached addenda.									

**Supplemental Addendum**

File No. C-2021-32 B

Borrower	Not Applicable					
Property Address	SEC W. 2nd Ave and Locust St					
City	Truth Or Consequences	County	Sierra	State	NM	Zip Code 87901
Lender/Client	City of Truth or Consequences					

**Scope of Work**

The client requested an opinion of market value as of the date of property inspection on January 6, 2022, which coincides with the effective date of appraisal. The intended use of the report is to assist in the potential disposition of the property. The intended user of the report and client is the City of Truth or Consequences.

Site size was based on information obtained from a survey provided by the client that has been included as an Exhibit in the report. In as much as the subject property reflects vacant land, only the Sales Comparison Approach to value could be developed. Land sales were obtained from the New Mexico Multiple Listing Service and were verified and inspected by the appraiser.

**• Neighborhood Comments**

The subject site is located in the central portion of the City of Truth or Consequences, which had a population of 6,052 residents as per the 2020 Census, a decrease of 6.5% from the 2010 population. The area is known for its naturally occurring hot springs and Elephant Butte Reservoir. The population increases to over 100,000 during summer holidays. Regarding market conditions for residential property, 108 homes sold in 2021 at an average price of \$120,701 and 100 days on the market. This reflects a 21.7% increase from average home price in 2020 of \$99,214.

**• Market Data Comments**

Three closed sales and one active listing were selected for comparison to the subject tract. In my opinion, the comparables selected for comparison to the subject property have a similar highest and best use. Sales 1 and 2, and Listing 1 required downward adjustment to compensate for the subject's uneven topography. This adjustment was based on a paired sale analysis of Sales 2 and 3, since Sale 3 has an uneven topography similar to the subject. Based on a comparison of the closed sales, Sale 3 required upward adjustment for changing market conditions, which was applied based on an annual increase of market value since 2019 of roughly 10% per year. No adjustments were deemed warranted for size differences. In the final reconciliation, Sale 1 and Listing 1 were given most weight and were supported by Sales 2 and 3.

**Estimated Exposure Period**

Based on the average marketing time for the three closed transactions of 285 days, or just under 9 months, an appropriate exposure period for the subject tract is 12 months or less.

**3-Year Property History**

The City of Truth or Consequences has owned the subject tract in excess of 3 years. As per Ms. Traci Alvarez with the City of Truth or Consequences, the subject tract has not been listed for sale in the past three year period.

**Extraordinary Assumptions and Hypothetical Conditions**

No extraordinary assumptions or hypothetical conditions were required in the valuation of the subject property.

### Subject Land Photo Page

Borrower	Not Applicable				
Property Address	SEC W. 2nd Ave and Locust St				
City	Truth Or Consequences	County	Sierra	State	NM Zip Code 87901
Lender/Client	City of Truth or Consequences				



#### View of Site Facing Southeast

SEC W. 2nd Ave and Locust St  
Sales Price Not Applicable  
Date of Sale N/A  
Site Area 7,000 SF  
Location Urban  
Topography Sloping  
Zoning R-3  
Utilities Avail. for Extension

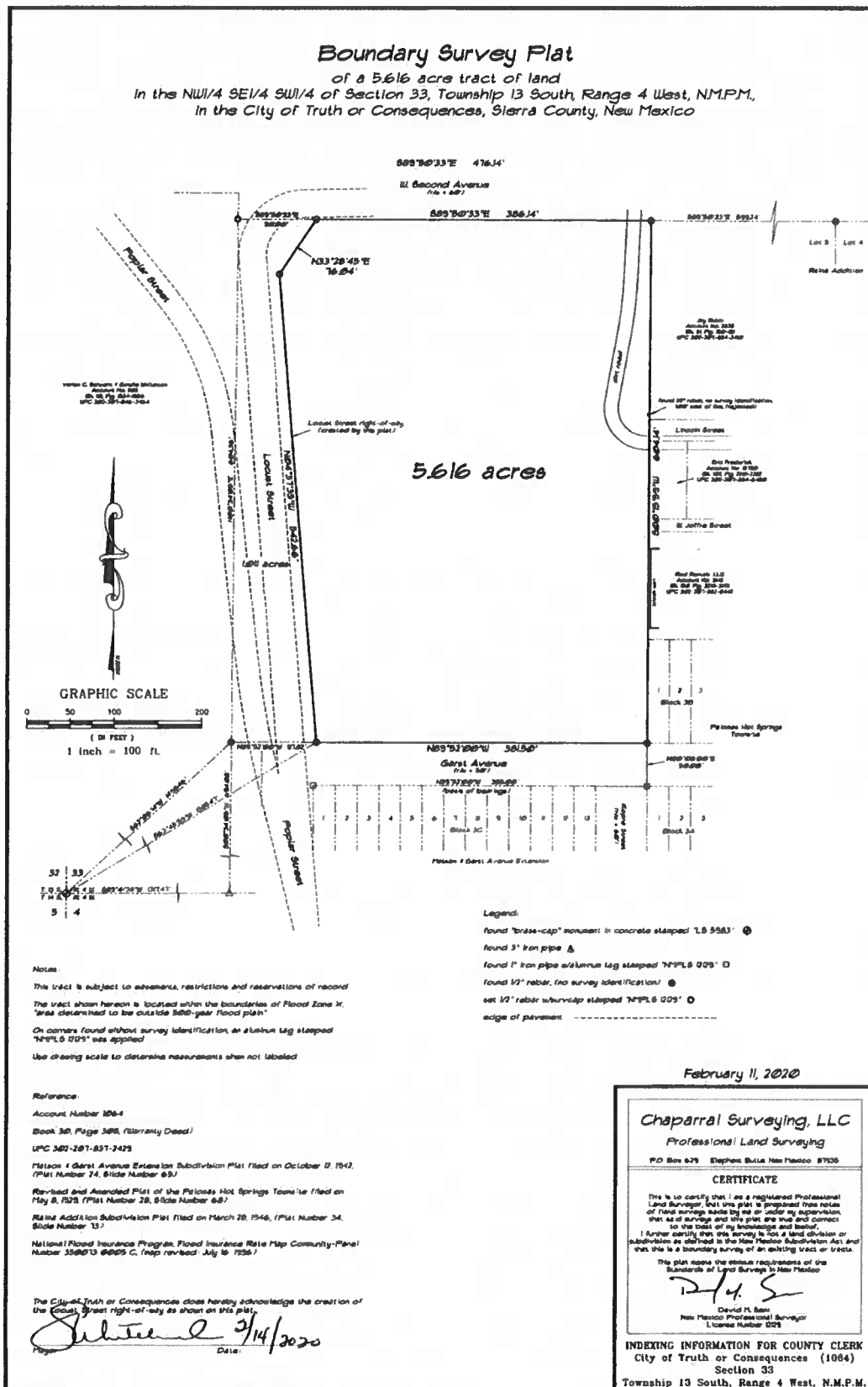


#### View of Site Facing Southwest



#### W. 2nd Avenue Facing East

# Survey



## Legal Description

### Chaparral Surveying, LLC

P.O. Box 629  
Elephant Butte, New Mexico 87935  
(575) 740-0334

February 12, 2020

#### LEGAL DESCRIPTION (5.616 ACRES)

A tract of land situate in the NW1/4 SE1/4 SW1/4 of Section 33, Township 13 South, Range 4 West, N.M.P.M., bounded on the north by W. Second Avenue, on the west by Locust Street and on the South by Garst Avenue, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit:

Beginning at the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", a point on Locust Street, whence the SW corner of Section 33, Township 13 South, Range 4 West, a "brass-cap" monument in concrete, bears S63°45'55"W, a distance of 1585.47 feet;

Thence, continuing along Locust Street, N04°37'35"W, a distance of 542.66 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along Locust Street, N33°28'45"E, a distance of 76.04 feet to the NW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129"; a point on W. Second Avenue;

Thence, continuing along W. Second Avenue, S89°50'33"E, a distance of 386.14 feet to the NE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129";

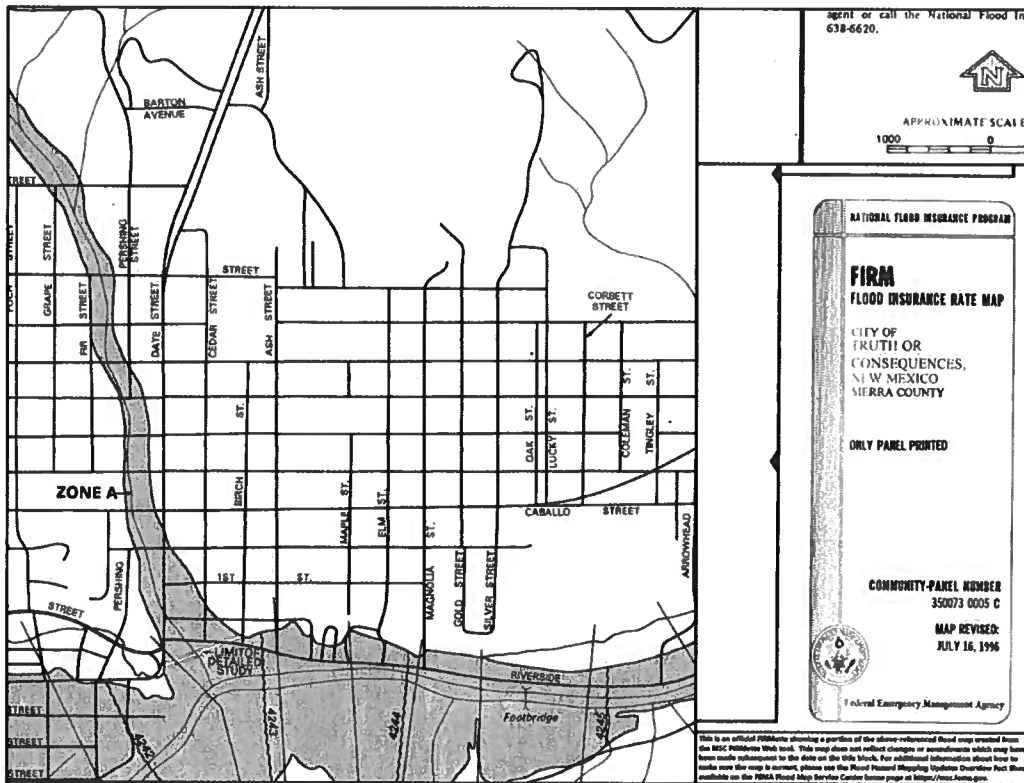
Thence, S00°15'59"W, a distance of 604.14 feet to the SE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129", a point on Garst Avenue;

Thence, continuing along Garst Avenue, N89°52'00"W, a distance of 381.50 feet to the point of beginning of the tract hereon described, containing 5.616 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Boundary Survey Plat dated February 11, 2020).



# Flood Zone Map



**Legend**

City of Truth or Consequences  
Zoning Codes

- C-1 Commercial Zone
- M-1 Light Manufacturing
- R-1 Residential Zone 1
- R-2 Residential Zone 2
- R-3 Residential Zone 3
- R-4 Residential Zone 4
- RR-1 Riverside Residential
- T-1 Transition Zone

Municipal Limits

- City of Truth or Consequences
- Village of Williamsburg

Adopted by the Truth or Consequences  
City Commission on

8/20/99

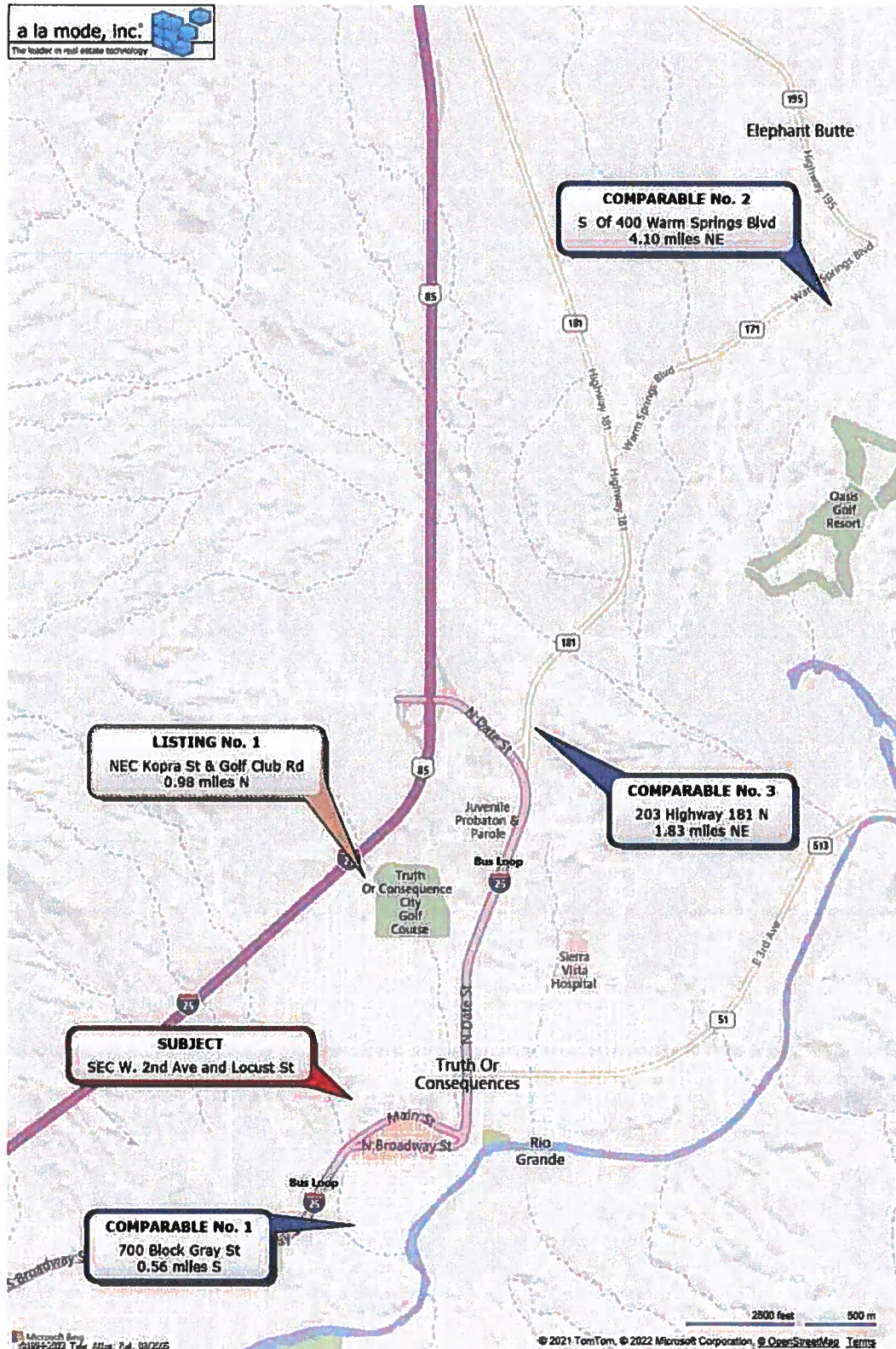
**Zoning Map**

**City of Truth or Consequences**  
**Sierra County, New Mexico**



## Location Map

Borrower	Not Applicable				
Property Address	SEC W. 2nd Ave and Locust St				
City	Truth Or Consequences	County	Sierra	State	NM Zip Code 87901
Lender/Client	City of Truth or Consequences				









**LaBrea Realty Broker**  
575-740-2711 • la@labrea.com

**Sumner Woods Broker**  
575-555-6200 • g@sumnerwoods.com

**See these listings & more at [trippyhomes.com](http://trippyhomes.com)**

**810 LOCUST ST**  
Huge lot! 1.5 acres in city of...  
Call: 575-740-2711

**915 POPLAR**  
The home upper middle class...  
Call: 575-740-2711

**12222 HIGHWAY 152**  
Great lot! 1.5 acres...  
Call: 575-740-2711

**167 LANDSCAPE DRIVE**  
Beautiful landscaped...  
Call: 575-740-2711

**1501 STEEL**  
2.81 acre home on 122...  
Call: 575-740-2711

**318 EAST 1ST**  
Huge lot, take up a whole city block...  
Call: 575-740-2711

**13489 HIGHWAY 167**  
41.87 acres, 100+...  
Call: 575-740-2711

**LOT 50 RANCHO DEL LAGO**  
Large lot! 1.5 acres...  
Call: 575-740-2711

**CITY OF TRUTH OR CONSEQUENCES PROPERTIES FOR SALE**  
Contact: Traci Alvarez 575-952-0565  
talvarez@trccnm.org

**401 McAdoo Street - Truth or Consequences, NM 87901**  
(COPIES OF SURVEYS AND APPRAISALS AVAILABLE UPON REQUEST)

**612 E Second Street**  
Parcel # 5022078043366  
Appraisal \$20,000

**Parcel # 5022078043366**  
Appraisal \$20,000

**309 Birch Street**  
Parcel # 5022078023342  
Appraisal \$20,000

**1506 Th Street**  
Parcel # 5022078372429  
Appraisal \$16,000

**Parcel # 5022078372429**  
Appraisal \$16,000

**FOR SALE**  
OFFERS TO PURCHASE WILL BE ACCEPTED UNTIL 5PM FEBRUARY 11, 2022

## Wanted

**DRIVER WANTED:** No trucks, no smokers, must be fully vaccinated, be masked, wear no perfume, cologne, etc. Per trip take me to run local errands in T or C. Free meal included. Flat rate \$40 cash. Call Anne, 310-596-9786. 2/11

## Miscellaneous

**Repent and be baptized, every one of you in the name of Jesus Christ for the remission of sins. And ye shall receive the gift of Holy Spirit. Acts 2:38**

**FOR SALE:** Misc. music items - amps, mic stands, drum machine, light set w/ poles & lights. Call 575-571-5654, leave message. Also, 6x10 enclosed trailer. 1/28

**GET A \$250 AT&T Visa reward card when you buy a smartphone on AT&T Next! Limited time offer. More for your thing. (Flex's well-qualified credit. Limits & restr's apply.) Call Now! 1-866-771-4662 or visit [www.250reward.com](http://www.250reward.com). 1/28**

**TWO GREAT new offers from AT&T Wireless! Ask how to get the Next Generation Samsung Galaxy S10e free. Free Phone with AT&T's Buy One, Give One. While supplies last! Call 1-866-771-4662 or [www.freephonesnow.com](http://www.freephonesnow.com). 1/28**

**Ask Andrea**  
**206 SPRINGLAND - REDUCED TO \$29,900**

**PRIME .50 acre location is 206 Springland in Elephant Butte. On your way to the Lake on paved street. Fairly level, fencing. No utilities on site.**

**Desert Lakes Realty, LLC**  
529 BUTTE BLVD #18 • 575-744-4750 • [freemanandrea67@gmail.com](mailto:freemanandrea67@gmail.com)

**Andrea Freeman, GRI, Broker/Associate** • \$1.5 million Dollar Producer • Serving Sierra County for over 35 years

## LEGAL NOTICE

**STATE OF NEW MEXICO COUNTY OF SIERRA SEVENTH JUDICIAL DISTRICT COURT**  
Nos. D-721-PB-2022-00002

**Judge: Honorable Roscoe A. Woods**  
**IN THE MATTER OF THE ESTATE OF DAVID E. GOWER,**

**Decedent.**  
**NOTICE TO CREDITORS**  
GIVEN THAT the undersigned has been appointed personal representative of this estate. All persons having claims against this estate are required to present their claims within four months after the date of the first publication of this Notice or the claim will be forever barred. Claims must be presented either to the undersigned personal representative c/o MARK A. FILOSA, Post Office Drawer 391, Truth or Consequences, New Mexico, or filed with the District Court, 311 N. Date Street, Truth or Consequences, NM 87901.  
DATED: January 5, 2022.  
**Bibiana Victoria GOWER BIBIANA VICTORIA GOWER**  
Personal Representative  
4100 Leon Grande SE Rio Rancho, NM 87124

**MARK A. FILOSA MARK A. FILOSA**  
Attorney for Personal Representative  
Post Office Drawer 391 Truth or Consequences, NM 87901  
(575) 894-7101 Email: [filosa@trianet.com](mailto:filosa@trianet.com)  
Pub.: Jan. 14, 21 & 28, 2022  
This legal posted at [www.newmexicopublicnotices.com](http://www.newmexicopublicnotices.com)

**Mark A. Filosa MARK A. FILOSA**  
Attorney for Personal Representative  
Post Office Drawer 391 Truth or Consequences, NM 87901  
(575) 894-7101 Email: [filosa@trianet.com](mailto:filosa@trianet.com)  
Pub.: Jan. 14, 21 & 28, 2022  
This legal posted at [www.newmexicopublicnotices.com](http://www.newmexicopublicnotices.com)

**ESTATE AUCTION**  
**Sat, February 5th 9 a.m.**  
Sierra County Fairgrounds  
2883 S. Broadway, Tor-C, NM

A large assortment of animal head mounts (African & Alaskan), museum quality. Assortment of silver coins, jewelry, rifles, pistols, ammunition, vehicles, trailers.

A variety of shop tools, household and lawn furniture, and so much more!

**CONSIGNMENTS WELCOME**  
\$5 for Buyers Number • No pets on sale day  
No old tires/TVs. Dump fee will be assessed to leftover merchandise

**WILLARD HALL AUCTIONS**  
P.O. Box 155 • Williamsburg, NM 87912  
Day (575) 740-0757  
<http://willardhallauctions.com> or [auctionzip.com](http://auctionzip.com)

**FOR SALE!**  
Kodiak Ultimate 3221RLS  
Year 2021 Make Dutchman  
36' length with three tip-outs.  
**\$38,000.00**  
Call to view 575-443-3185 Helen Lyon

ages and power your home. Full installation services available. \$0 down financing option. Request free, no obligation quote today. Call 1-844-928-2078. 1/28

**ATTENTION VIAGRA**  
users: Generic 100 mg blue pills or generic 20 mg yellow pills. Get 45 plus free \$99 + s/h. Guaranteed, no

## LEGAL NOTICE

**Elephant Butte Regular Planning & Zoning Commission Meeting:** Tuesday, February 1, 2022, at 9:00 am, City Hall, 103 Water Street. To join by WebEx: (415) 655-0001. Access Code: 2552 804 7302. Password: 87935 or [www.cityofelephantbutte.com](http://www.cityofelephantbutte.com). Public comment can be made in person, through WebEx, or sent to [cityclerk@cityofeb.com](mailto:cityclerk@cityofeb.com). Pub.: Jan. 28, 2022  
This legal posted at [www.newmexicopublicnotices.com](http://www.newmexicopublicnotices.com)

## LEGAL NOTICE

**Elephant Butte Special City Council Meeting:** Friday, January 28, 2022, at 10:00 am, City Hall, 103 Water Street. To join by WebEx: (415) 655-0001. Access Code: 1296 124 0239. Password: 87935 or [www.cityofelephantbutte.com](http://www.cityofelephantbutte.com). Public comment can be made in person, through WebEx, or sent to [cityclerk@cityofeb.com](mailto:cityclerk@cityofeb.com). Pub.: Jan. 28, 2022  
This legal posted at [www.newmexicopublicnotices.com](http://www.newmexicopublicnotices.com)

**ATTENTION: PROSPECTORS**  
**CONTRACTORS - FOR SALE**  
**4 - AIR JACK HAMMERS**  
**\$200 EACH or BRING OFFER**  
**575-894-0453, T or C, NM**  
[brightonbluff@windstream.net](mailto:brightonbluff@windstream.net)

**COLDWELL BANKER**  
Desert Lakes Realty, LLC  
509 BUTTE BLVD. EB, NM 575-744-4960

<b>FRANK WAGNER</b> City of Truth 505.712.5714	<b>CHERYL SHIPLEY</b> Outgoing Broker 505.168.4820	<b>SHARON OLDFIELD</b> Associate Broker 575.975.4434	<b>ANDREA FREEMAN GRI</b> Associate Broker 575.744.7714	<b>PENNY WILLIAMS REE</b> Associate Broker 505.762.1253	<b>ANNETTE SMITH</b> Associate Broker 575.743.1752
--	--	--	---	---	--

**Lot 13 Montrose Front**  
\$200,000 M.L.S. 20212561

**1.47 Acre Lake and mountain view lot, on the way to Springer Mountain**

**Landscaped Place**  
28 acres lot in Elephant Butte. Close to Golf Course and Lake! \$495,000 M.L.S. 20214564

**80 Underwood Lane**  
\$495,000 M.L.S. 20214564  
"One of a Kind" Finished approx. 4250 sq ft custom home on 2.05 ac.

**1403 Nackle**  
\$49,000 M.L.S. 20211658  
Great opportunity... 3 bedrooms 2 bath home located in T or C

**1071 E. Third St**  
\$69,900 M.L.S. 20216469  
6 most storage, great commercial location. 10' x 20' units all rented

**000 Radisson St**  
15,000 M.L.S. 20216624  
24 acre lot, models cleared fairly level, riprapped street. 1/2 mile to lake.

**Rio Del Lago 904 NIMTAY 195**  
\$121,000 M.L.S. 20214798  
Beautiful 18-unit full service RV Park located in the heart of Elephant Butte

**13953 NIMTAY 187**  
\$795,000 M.L.S. 20214086  
One of a kind RV park! One mile to lake, clubhouse, and more!


**626 Van Patten**  
\$49,900 M.L.S. 20216623  
Blue Water District, 3 bds, 2 ba, 1979, 1424 SF MFL. Fenced yard, RV Port

**000 Broadway & Canyon**  
\$115,000 M.L.S. 20212912  
Lot close to lake and golf course, 2 bds, 2 ba, 1979, 1424 SF MFL. Fenced yard, RV Port

**702 W. 4**  
\$230,000 M.L.S. 20214086  
2455 SF four bds home with an attached 2 bds, 2 ba, 1979, 1424 SF MFL. Fenced yard, RV Port


**Kopps & Golf**  
\$150,000 M.L.S. 20210613  
Rare 4.76 acre lot at the N.E. corner of Kopps and Golf Club Dr. in T or C






# SEA PROPERTIES LTD

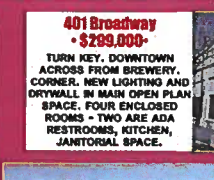
www.seapropertiesltd.com • 108 Main, T-or-C, NM 575-894-0037



**411 Broadway • \$299,000**

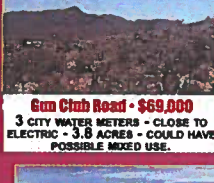
TURN KEY, DOWNTOWN ACROSS FROM BREWERY. CORNER. NEW LIGHTING AND DRYWALL IN MAIN OPEN PLAN SPACE. FOUR ENCLOSED ROOMS - TWO ARE ADA RESTROOMS, KITCHEN, JANITORIAL SPACE.






**6th City Water Road • \$69,000**

3 CITY WATER METERS - CLOSE TO ELECTRIC - 3.8 ACRES - COULD HAVE POSSIBLE MIXED USE.



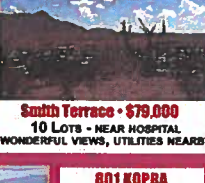
**South Terrace • \$79,000**

10 LOTS - NEAR HOSPITAL. WONDERFUL VIEWS, UTILITIES NEARBY.



**801 KOPRA • \$28,000**

CORNER LOT, UTILITIES EASILY ACCESSIBLE, HAS WATER AND SEWER ALREADY THERE.



**1103-1105 Skyline Dr. • \$35,000**

APPROX. .975 ACRES - TWO LOTS - UTILITIES EASILY ACCESSIBLE

**411 Lincoln • \$549,000 •**

UNIQUE HOUSE SURROUNDED BY 8 LOTS - 2 BEDROOM MAIN HOUSE WITH 2 CASITAS IN BACK - LARGE ENCLOSED PATIO - MUST SEE TO APPRECIATE.

CALL US TODAY  
FOR MORE INFORMATION

 **Automobiles  
for Sale**

**FOR SALE:** 2000 Mallard  
pocket behind RV \$28,500.  
2018 Tzao mopet \$800.  
2020 adult mini bike, brand  
new \$500 & 1990 Sunbird,  
22 ft. 8 in., 260 hp, in-  
board/outboard cabin  
cruiser \$5500. Must see to  
appreciate. Serious in-  
quiries only. Call 575-740-  
1218. 2/11

---

 **Automotive  
Parts**

**CARQUEST**

**SPECIAL ORDERS** wel-  
come! Ohio wants your  
special needs on  
automotive parts & acce-  
sories. Quick delivery & in  
most cases the freight is  
free! Sierra Auto Parts, 100  
Austin, Tr-S... 4th



**COME ON IN...  
I KNOW YOU'RE  
BEING WONDERFUL**

 **Junkology**  
We Buy Your Junk  
We Sell Your Junk

 **SALE** **Yard Sales**

**@ Wanted**

**DRIVER WANTED:** No trucks, no smokers, must be fully vaccinated, be married, wear no perfume, cologne, etc. Per trip take me to run local errands in T-or-C. Free meal Included. Flat rate \$40 cash. Call Anne, 310-596-9786. 2/11

**LICENSED DRIVER** needed for older person who can't drive. Vehicle & Insurance provided. Flexible hours. Compensation to be discussed, willing to pay considerably. Call 575-664-9535. 2/4

**KC**

**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)**

		
<b>612 E Second Street</b> Parcel # 3021078400386 Appraisal \$20,000	<b>Parcel # 3022078455056</b> Appraisal \$94,500	<b>309 Birch Street</b> Parcel # 3022078023342 Appraisal \$20,000
		
<b>1509 Th Street</b> Parcel # 3023078043326 Appraisal \$16,000	<b>Parcel # 3022076572429</b> Appraisal \$64,600	<b>OFFERS TO PURCHASE WILL BE ACCEPTED UNTIL 5PM FEBRUARY 11, 2022</b>



**THE RIPPLETEAM**  
JAN CROOK, REALTOR  
JAN CROOK, REALTOR  
JAN CROOK, REALTOR

**Letting Your Dream Fly**  
**375-748-1171** | [jan@ripplecrealty.net](mailto:jan@ripplecrealty.net)  
 See How Often & more at [ripplecrealty.net](http://ripplecrealty.net)



**THE RIPPLETEAM**  
JAN CROOK, REALTOR  
JAN CROOK, REALTOR  
JAN CROOK, REALTOR

**Debra Hestlin Associate Broker**  
**325-787-1240** | [debra@ripplecrealty.net](mailto:debra@ripplecrealty.net)

**Debra Hestlin Associate Broker**  
**375-962-9118**

**Michelle Hestlin Associate Broker**  
**375-962-9291** | [michelle@ripplecrealty.net](mailto:michelle@ripplecrealty.net)

**Donna McCallister Associate Broker**  
**325-655-3436** | [donna@ripplecrealty.net](mailto:donna@ripplecrealty.net)



**310 EAST 15TH**  
 Huge lot takes up a whole city block! Includes land, house, and 277 trees. Plus the 12.5 acre wooded area behind the house. 2000 sq ft. 2nd floor finished w/ hardwood pine on all 3 levels. 7 car detached garage & 2nd apartment. All the space for 2 other dwellings. Call today for more info. This property is owned by same owner, known to the town of Lawrence as a great family neighborhood. Many updates & updated. Walking distance to Lincoln Elementary. Call today for more info. **\$239,900** Contact Susan 375-6450-0936



**1801 LOCUST ST**  
 Huge lot! 3 bedrooms 1 1/2 bath. Close to city golf course, shopping, restaurants, and parks. 2nd floor finished & decorated for sale. Call today to see this home. Call today for more info. This property is owned by same owner, known to the town of Lawrence as a great family neighborhood. Many updates & updated. Walking distance to Lincoln Elementary. Call today for more info. **\$239,900** Contact Susan 375-6450-0936



**1015 POPLAR**  
 The house has been completely renovated. 277 trees in a great neighborhood. 12.5 acre wooded area behind the house. 2000 sq ft. 2nd floor finished w/ hardwood pine on all 3 levels. 7 car detached garage & 2nd apartment. All the space for 2 other dwellings. Call today for more info. This property is owned by same owner, known to the town of Lawrence as a great family neighborhood. Many updates & updated. Walking distance to Lincoln Elementary. Call today for more info. **\$239,900** Contact Susan 375-6450-0936



**575 W 5TH St**  
 2nd bedroom 2 1/2 bath. Close to city golf course, shopping, restaurants, and parks. 2nd floor finished & decorated for sale. Call today to see this home. Call today for more info. This property is owned by same owner, known to the town of Lawrence as a great family neighborhood. Many updates & updated. Walking distance to Lincoln Elementary. Call today for more info. **\$239,900** Contact Susan 375-6450-0936



**5000 S 20TH St**  
 2nd bedroom 2 1/2 bath. Close to city golf course, shopping, restaurants, and parks. 2nd floor finished & decorated for sale. Call today to see this home. Call today for more info. This property is owned by same owner, known to the town of Lawrence as a great family neighborhood. Many updates & updated. Walking distance to Lincoln Elementary. Call today for more info. **\$239,900** Contact Susan 375-6450-0936



**12230 HIGHWAY 192**  
 Enjoy 360° View! Overlooks entire town of Lawrence. 277 trees in a great neighborhood. 12.5 acre wooded area behind the house. 2000 sq ft. 2nd floor finished w/ hardwood pine on all 3 levels. 7 car detached garage & 2nd apartment. All the space for 2 other dwellings. Call today for more info. This property is owned by same owner, known to the town of Lawrence as a great family neighborhood. Many updates & updated. Walking distance to Lincoln Elementary. Call today for more info. **\$239,900** Contact Susan 375-6450-0936

**Yard Sales**

**GARAGE SALE:** Fri. 2/18 & Sat. 2/19, 8a-2p. A New Beginning Church, 207 E. 3rd, T-Or-C. 2/18

**HUGE STORAGE SALE:** Thurs. 2/3 - Sun, 2/8, 8a-4p. Westview Springs, EB. No early birds. 2/4

**Miscellaneous**

**FOR SALE:** Misc. music items - amps, mic stands, drum machine, light set w/ poles & lights. Call 575-571-5654, leave msg. Also, 2/3 enclosed trailer. 2/4

**ANNOUNCEMENT: PAN-CAKE Breakfast, A New Beginning Church, 203 E. 3rd, T-Or-C, Feb. 12, 8a-noon. No charge, donations accepted. 2/4**

The object of the action is for foreclosure, concerning the real property located at 1515 1/2 E. Arizona Street, Truth or Consequences, New Mexico 87901 and more particularly described as follows:

**Cordine Tracts, Tract W95.35\* of E189.60\* of S150\* T7 of City of Truth or Consequences, Sierra County, New Mexico** is known as **1515-1517 Cordine Street**.

You and each of you are further notified that unless you enter your appearance in said case on or before the 18th day of March 2022, Judgment will be rendered against you and each of you by default and the relief prayed in the Complaint will be granted.

The name and post office address of the attorney for the Plaintiff is: **JANE S. BROWN, Esq. JANE F. RUBIN, LLC P.O. Drawer 151 Truth or Consequences, New Mexico 87901**

WITNESSE my hand and the seal of the District Court of Sierra County, New Mexico, on this 26th day of January 2022.

CLERK OF THE DISTRICT COURT

By/s/ Mary Mora  
Pub.: Jan. 26, 2022, 4, 11 & 18, 2022

This legal posted at:  
[www.newmexicopublicnotices.com](http://www.newmexicopublicnotices.com)

**Repent and be baptized, every one of you in the name of Jesus Christ for the remission of sins. And he shall receive the gift of Holy Spirit. Acts 2:38**

**LEGAL NOTICE**

**LEGAL NOTICE TO PUBLIC**

The City Commission of the City of Truth or Consequences is soliciting names of anyone wishing to serve as a Representative on the Sierra Vista Hospital Governing Board.

Letters of interest will be accepted until Monday, February 28, 2022. If interested, please contact the Office of the City Clerk, 505 Sims Street, Truth or Consequences, New Mexico during normal working hours Monday - Friday from 8:00 AM to 5:00 PM or you may submit a letter by email at [astorres@citycnm.org](mailto:astorres@citycnm.org).

Pub./ Angela A. Torres  
CMK: City of Truth or Consequences  
Pub.: Feb. 4, 2022

This legal posted at:  
[www.newmexicopublicnotices.com](http://www.newmexicopublicnotices.com)

**101.9 FM**

**★ KJHS ★**

**★ KJHSradio.com ★**

**Ask  
Andrea**

**912 IVY-PRICED AT \$159,900**



**GREAT LOCATION & A LOT TO OFFER-**Owner's price evident. This 3BR, 3 1/2 BA ranch house includes kitchen appliances inc. built-in microwave, gas range, ref/frig. & DW, parking, dining area & serving counter w/plenty of storage. DEN/FAM RM, w/pellet stove & extra pellets, SUNROOM facing west, utility rm, w/washer & dryer & storage. Att. 1 car garage w/workshop/storage area. Beautiful carriage barnyard yard w/dual gates & parking for RV or boat, terraced yard & greenhouse. Required features: "AS IS" Estate Sale. Call ANDREA for your private viewing of this lovely home.

 Desert Homes Realty, LLC  Cell 575-740-7196  
509 Bitter Blvd N #28 nm 575-744-4760 freemanandrea67@gmail.com

\*Not for sale. ©2014 Real Estate Inc. All rights reserved. No part of this advertisement may be reproduced without written permission from the publisher.



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

Agenda Item #: G.2

**SUBJECT:** Ordinance No. 729 for publication authorizing the Sale of Real Property pursuant to §NMSA 1978 3-54-1

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** March 18, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

### **Summary/Background:**

The City received an offer to purchase real property owned by the City. The proposed purchase price is \$94,501.00, which is above appraised value of \$94,500.00. Pursuant to Section 3-54-1, the proposed Agreement must be approved by ordinance.

(Property was donated to the City in 2016 by Cathie and Marcia Burford with the condition that in the event the property is sold the City will memorialize the donation by using funds to purchase 3 benches to be installed at a City Park bearing the names of Scott Burford, Michael Burford and Morry Burford).

Ordinance was approved for publication on 2-23-2022, and is now being presented for Public Hearing and final adoption.

### **Recommendation:**

Approve Ordinance No. 729 authorizing the Sale of Real Property pursuant to §NMSA 1978 3-54-1.

### **Attachments:**

- Ordinance 729/Purchase Agreement
- Appraisal/Boundary Survey/Legal Description
- Parcel Map
- Sale Ads – 1/28/22 & 2/4/22

**Fiscal Impact (Finance):** Yes

**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. 729

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-23-2022



**ORDINANCE No. \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF REAL  
PROPERTY, PURSUANT TO SECTION 3-54-1 NMSA 1978.**

A. WHEREAS, the City of Truth or Consequences, New Mexico (the "City") is a legally created, established, organized and existing incorporated municipality under the constitution and laws of the State of New Mexico; and

B. WHEREAS, the City owns certain real property located within its boundaries specifically described as follows:

A 2.97 acre tract of undeveloped land described more fully in **EXHIBIT A** attached.

C. WHEREAS, the City has negotiated a Purchase Agreement with NURSERY PROJECT LLC, ("BUYER") whereby the City shall convey its interest in and to the above-described property to the BUYER; and

D. WHEREAS, under Section 3-54-1 NMSA 1978, the City is required to obtain an appraisal from a qualified appraiser of any property to be sold, and said appraisal was prepared by Karen I. Mundy, MAI, dated January 18, 2022; and

E. The contemplated purchase price is \$94,501.00, which is substantially equal to the appraised value. The City Commission has determined that it is in the best interest of the City to complete this sale due to the following reasons:

- (1) The City would be receiving a lump sum as consideration.
- (2) The City has determined that the real property is not needed for any other purpose.

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

Section 1. Authority. The City is authorized to convey interests in real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

Section 2. Material Terms Purchase Agreement.

A. The City shall sell and convey the above-described property to the BUYER for the consideration of **NINETY-FOUR THOUSAND, FIVE HUNDRED AND ONE DOLLARS (\$94,501.00)** to be paid at closing. Attached hereto as **EXHIBIT 1**, is the Purchase Agreement.

B. The closing costs shall be paid by the purchaser.

C. The Purchaser acknowledged that it is buying the property in an “as is” condition, and the City has made no warranties or representations regarding the Real Property, the status of its title, or its feasibility for development.

Section 3. Effective Date. This Ordinance shall be effective forty-five (45) days after its adoption.

Section 4. Severability. If any section, paragraph, clause or provision shall be held to be valid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

PASSED, ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF February 2022.

CITY OF TRUTH OR CONSEQUENCES

By \_\_\_\_\_  
AMANDA FORRISTER, Mayor

ATTEST:

By \_\_\_\_\_  
ANGELA TORRES, City Clerk

**Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block Four (4), and the East One-Half (E 1/2) of Block Eight (8), Section 35, Township 13 South, Range 4 West.**

**Save and Except:**

**A certain tract of land situate within projected Section 35, Township 13 South, Range 4 West, N.M.P.M, Pedro Armendaris Grant No. 33, City of Truth or Consequences, Sierra County, New Mexico and being more particularly described as follows:**

**Parts of Lots 4 & 5, Block 4, Mims III Subdivision (unapproved), and being further described as follows:**

**Beginning at the Northwest corner, WHENCE the closing corner between Sec. 27 & 34, T13S, R4W, a point on the West Line of Pedro Armendaris Grant No. 33 bears N 42°49'03" W, 977.67 Feet:**

**Thence S 62°40'00" E, 200.00 Feet**

**Thence S 27°20'00" W, 200.00 Feet**

**Thence N 62°40'00" W, 200.00 Feet**

**Thence N 27°20'00" E, 200.00 Feet to the point of beginning**

**A Certain tract of land situate within projected Section 35, Township 13 South, Range 4 West, N.M.P.M. Pedro Armendaris Grant No. 33, City of Truth or Consequences, New Mexico and being more particularly described as follows:**

**Parts of Lots 7 & 9, Block 8 Mims III Subdivision (unapproved), and being further described as follows:**

**Beginning at the Northwest corner, WHENCE the closing corner between Sec. 27 & 34, T13S, R4W, a point on the West Line of Pedro Armendaris Grant No. 33 bears N 36°57'39" W, 765.33 Feet:**

**Thence S 62°40'00" E, 230.00 Feet**

**Thence S 27°20'00" W, 200.00 Feet**

**Thence N 62°40'00" W, 230.00 Feet**

**Thence N 27°20'00" E, 200.00 Feet to the point of beginning.**

**Otherwise known as:**

**Section-35 Township 13S Range-04 W**

**2.96 acres in NW4NW4**

## **PURCHASE AGREEMENT**

This Agreement is entered into on the \_\_\_\_ day of February 2022, by and between **THE CITY OF TRUTH OR CONSEQUENCES**, a Municipal corporation (City), and **NURSERY PROJECT LLC**, (Buyer).

### **RECITALS**

A. The parties desire to enter into an Agreement whereby the City will sell, transfer and convey all of its interest in and to the following described realty to the Buyer:

A 2.97 acre tract of undeveloped land described more fully in **EXHIBIT A** attached.

B. For the sale of real property, the City is required to follow the provisions of §3-54-1, N.M.S.A. (1978).

C. The City obtained an appraisal dated January 22, 2022 from Karen Mundy, MAI certified appraiser. The appraised value of the property was \$94,500.00.

**NOW THEREFORE**, the parties agree as follows:

1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer for the agreed upon consideration.

2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of **NINETY-FOUR THOUSAND, FIVE HUNDRED AND ONE DOLLARS (\$94,501.00)**.

3. Immediately upon receiving the purchase price, the City shall deliver to buyer an executed quitclaim deed which shall convey the aforesaid property to the buyer.

4. The buyer is purchasing the property on an "as is" basis, and is not relying upon any warrants or representations made by City, either to the condition of the premises, the status of the title, or as to its feasibility of future development. The Buyer has been encouraged to obtain an appropriate title policy.

5. All recording fees and closing costs will be paid by Buyer.

\_\_\_\_\_  
**CITY OF TRUTH OR CONSEQUENCES- Seller**

\_\_\_\_\_  
**NURSERY PROJECT LLC – Buyer**

## ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ ]  
COUNTY OF \_\_\_\_\_ ] :ss.

The foregoing instrument was acknowledged before me by \_\_\_\_\_, for **NURSERY PROJECT LLC** on the \_\_\_\_ day of February 2022.

**Notary Public**

**My Commission Expires:**

Seal)

**STATE OF NEW MEXICO        ]**

**COUNTY OF SIERRA             ]**

**:ss.**

The foregoing instrument was acknowledged before me by \_\_\_\_\_, for the **CITY OF TRUTH OR CONSEQUENCES**, on the day of February 2022.

## Notary Public

**My Commission Expires:**

**(Seal)**

**Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block Four (4), and the East One-Half (E 1/2) of Block Eight (8), Section 35, Township 13 South, Range 4 West.**

**Save and Except:**

**A certain tract of land situate within projected Section 35, Township 13 South, Range 4 West, N.M.P.M, Pedro Armendaris Grant No. 33, City of Truth or Consequences, Sierra County, New Mexico and being more particularly described as follows:**

**Parts of Lots 4 & 5, Block 4, Mims III Subdivision (unapproved), and being further described as follows:**

**Beginning at the Northwest corner, WHENCE the closing corner between Sec. 27 & 34, T13S, R4W, a point on the West Line of Pedro Armendaris Grant No. 33 bears N 42°49'03" W, 977.67 Feet:**

**Thence S 62°40'00" E, 200.00 Feet**

**Thence S 27°20'00" W, 200.00 Feet**

**Thence N 62°40'00" W, 200.00 Feet**

**Thence N 27°20'00" E, 200.00 Feet to the point of beginning**

**A Certain tract of land situate within projected Section 35, Township 13 South, Range 4 West, N.M.P.M. Pedro Armendaris Grant No. 33, City of Truth or Consequences, New Mexico and being more particularly described as follows:**

**Parts of Lots 7 & 9, Block 8 Mims III Subdivision (unapproved), and being further described as follows:**

**Beginning at the Northwest corner, WHENCE the closing corner between Sec. 27 & 34, T13S, R4W, a point on the West Line of Pedro Armendaris Grant No. 33 bears N 36°57'39" W, 765.33 Feet:**

**Thence S 62°40'00" E, 230.00 Feet**

**Thence S 27°20'00" W, 200.00 Feet**

**Thence N 62°40'00" W, 230.00 Feet**

**Thence N 27°20'00" E, 200.00 Feet to the point of beginning.**

**Otherwise known as:**

**Section-35 Township 13S Range-04 W**

**2.96 acres in NW4NW4**

Mundy Appraisal Services  
**LAND APPRAISAL REPORT**

File No. C-2021-32 A

SUBJECT	Borrower <u>Not Applicable</u>	Census Tract <u>9622.00</u>	Map Reference <u>3-020-078-455-056</u>
	Property Address <u>NW of 1004 3rd Street</u>	County <u>Sierra</u>	State <u>NM</u> Zip Code <u>87901</u>
	City <u>Truth or Consequences</u>	Legal Description <u>Part of the NW 1/4 NW 1/4 Section 35, Township 13 South, Range 4 West, within the City of Truth or Consequences</u>	
	Sale Price \$ <u>Not Applicable</u>	Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs. Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD
NEIGHBORHOOD	Actual Real Estate Taxes \$ <u>Exempt</u>	(yr) Loan charges to be paid by seller \$ <u>N/A</u>	Other sales concessions <u>Not Applicable</u>
	Lender/Client <u>City of Truth or Consequences</u>	Address <u>505 Sims Street, Truth or Consequences, NM 87901</u>	
	Occupant <u>Vacant</u>	Appraiser <u>Karen I. Mundy, MAI</u>	Instructions to Appraiser <u>See attached Addenda for Scope of Work.</u>
	Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Employment Stability <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%	Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow	Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply	Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos.	Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Present <u>60 %</u> One-Unit <u>10 %</u> 2-4 Unit <u>%</u> Apts. <u>%</u> Condo <u>30 %</u> Commercial	Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Land Use <u>%</u> Industrial <u>%</u> Vacant <u>%</u>	Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*)	Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <u>5 %</u> Vacant	Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
One-Unit Price Range <u>\$ 23,000</u> to <u>\$ 475,000</u>	General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
One-Unit Age Range <u>5 yrs.</u> to <u>80 yrs.</u>	Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) <u>See attached addenda.</u>			

SITE	Dimensions <u>Rectangular - See Assessor Aerial Map</u>	= <u>2.97 Acres</u>	<input checked="" type="checkbox"/> Corner Lot
	Zoning Classification <u>R-3, Residential, and C-1, Commercial Zone</u>	Present Improvements <input checked="" type="checkbox"/> Do <input type="checkbox"/> Do Not	Conform to Zoning Regulations
	Highest and Best Use <input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Other (specify)		
	Public Other (Describe)		
OFF SITE IMPROVEMENTS	Elec. <input checked="" type="checkbox"/>	Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Topo <u>Above Grade of Roadway</u>
	Gas <input checked="" type="checkbox"/>	Surface <u>Paved</u>	Size <u>2.97 Acres</u>
	Water <input checked="" type="checkbox"/>	Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Shape <u>Rectangular</u>
	San. Sewer <input checked="" type="checkbox"/>	<input type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Curb/Gutter <input type="checkbox"/> Street Lights	View <u>Mountains</u>
<input type="checkbox"/> Underground Elect. & Tel.		Drainage <u>Appears Adequate</u>	Is the property located in a FEMA Special Flood Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) <u>The subject site is rectangular in shape and contains 2.97 acres, as per the Sierra County Assessor. The site has frontage on the north side of E. 3rd Street. The topography of the site is level and then slopes upward to the north. It is assumed all utilities are available for extension to the site.</u>			

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>NW Of 1004 3rd Street</u>	<u>1980 N Date St</u>	<u>218 Warm Springs Blvd</u>	<u>1601 E 3rd Ave</u>
	<u>Truth Or Consequences, NM 87901</u>	<u>Truth Or Consequences, NM 87901</u>	<u>Elephant Butte, NM 87935</u>	<u>Truth Or Consequences, NM 87901</u>
Proximity to Subject		<u>1.37 miles NW</u>	<u>2.92 miles N</u>	<u>0.48 miles SW</u>
Sales Price	<u>\$ Not Applicable</u>	<u>\$ 63,681</u>	<u>\$ 53,326</u>	<u>\$ 21,053</u>
Price Total		<u>\$ 375,000</u>	<u>\$ 135,000</u>	<u>\$ 20,000</u>
Data Source(s)		<u>MLS # 20215205 - 70 DOM</u>	<u>MLS # 20162494 - 1908 DOM</u>	<u>MLS # 20135481 - 2372 DOM</u>
ITEM	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Date of Sale/Time Adj.	<u>N/A</u>	<u>12/03/2021</u>	<u>08/10/2021</u>	<u>09/21/2016</u>
Location	<u>Urban</u>	<u>Urban</u>	<u>Urban</u>	<u>Urban</u>
Site/View	<u>2.97 Acres</u>	<u>5.46 Acres</u>	<u>2.58 Acres</u>	<u>0.95 Acres</u>
Topography	<u>Slopes to South</u>	<u>Generally Level</u>	<u>Generally Level</u>	<u>Generally Level</u>
Zoning	<u>C-1 and R-3</u>	<u>C-1</u>	<u>C-2</u>	<u>C-2</u>
Utilities	<u>Avail. for Extension</u>	<u>Avail. for Extension</u>	<u>Avail. for Extension</u>	<u>Avail. for Extension</u>
Sales or Financing	<u>N/A</u>	<u>Cash to Seller</u>	<u>Cash to Seller</u>	<u>Cash to Seller</u>
Concessions	<u>Not Applicable</u>			
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - <u>\$ -31,841</u>	<input type="checkbox"/> + <input checked="" type="checkbox"/> - <u>\$ -21,330</u>	<input checked="" type="checkbox"/> + <input type="checkbox"/> - <u>\$ 10,527</u>
Indicated Value of Subject		<u>\$ 31,840</u>	<u>\$ 31,996</u>	<u>\$ 31,580</u>
Comments on Market Data <u>See attached addenda.</u>				

RECONCILIATION	Comments and Conditions of Appraisal <u>See attached addenda for the Scope of Work.</u>	
	Final Reconciliation <u>The Sales Comparison Approach was the only applicable approach in the valuation of the subject tract. Based on the foregoing, I have reconciled on an opinion of market value of \$31,800 per acre for the subject lot. This equates to \$94,446 when multiplied by the 2.97 acres contained in the subject property, or \$94,500 rounded.</u>	
	I (WE) ESTIMATE THE MARKET VALUE AS DEFINED, OF THE SUBJECT PROPERTY AS OF <u>January 6, 2022</u> TO BE \$ <u>94,500</u>	
	Appraiser <u>Karen I. Mundy, MAI</u>	Supervisory Appraiser (if applicable)
Date of Signature and Report <u>01/18/2022</u>	Date of Signature	
Title <u>Owner/Appraiser</u>	Title	
State Certification # <u>1219-G</u>	State Certification #	
Or State License #	Or State License #	
Expiration Date of State Certification or License <u>04/30/2023</u>	Expiration Date of State Certification or License	
Date of Inspection (if applicable) <u>January 6, 2022</u>	<input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property Date of Inspection	



**Supplemental Addendum**

File No. C-2021-32 A

Borrower	Not Applicable				
Property Address	NW of 1004 3rd Street				
City	Truth or Consequences	County	Sierra	State	NM Zip Code 87901
Lender/Client	City of Truth or Consequences				

**Scope of Work**

The client requested an opinion of market value as of the date of property inspection on January 6, 2022, which coincides with the effective date of appraisal. The intended use of the report is to assist in the potential disposition of the property. The intended user of the report and client is the City of Truth or Consequences.

Site size was based on information obtained from the Sierra County Assessor. In as much as the subject property reflects vacant land, only the Sales Comparison Approach to value could be developed. Land sales were obtained from the New Mexico Multiple Listing Service and were verified and inspected by the appraiser.

**• Neighborhood Comments**

The subject site is located in the central portion of the City of Truth or Consequences, which had a population of 6,052 residents as per the 2020 Census, a decrease of 6.5% from the 2010 population. The area is known for its naturally occurring hot springs and Elephant Butte Reservoir. The population increases to over 100,000 during summer holiday weekends. Regarding market conditions for residential property, 108 homes sold in 2021 at an average price of \$120,701 and 100 days on the market. This reflects a 21.7% increase from average home price in 2020 of \$99,214.

**• Market Data Comments**

Four closed sales were selected for comparison to the subject tract. In my opinion, the comparables selected for comparison to the subject property have a similar highest and best use. Land Sale 3 was chosen for comparison to the subject property in spite of its older date of sale due to its proximity to the subject and frontage on 3rd Street. The 62% upward adjustment for changing market conditions was applied based on the percentage change in average home price within the City of Truth or Consequences for 2016 of \$74,424 versus average home price in 2021 of \$120,701.

Sale 1 required a 50% downward adjustment to compensate for its superior location on the main commercial corridor from Truth or Consequences to Elephant Butte Lake. Sale 2 required a 40% downward adjustment to compensate for its location on Warm Springs Boulevard, which is also superior to the subject tract. The location adjustments were applied based on a paired sale analysis of Sale 3 with older sales located on the more heavily traveled arterials. Lastly, Sale 3 required a 10% downward adjustment to reflect its smaller size as compared to the subject property, which was also based on paired sale analysis.

In the final reconciliation, all three sales were given equal weight.

**Estimated Exposure Period**

The average marketing time for the three closed transaction was 1,450 days, or just over 4 years. In my opinion, however, an appropriate exposure period for the subject tract would be 12 months or less given the strong market conditions being experienced in the Truth or Consequences market in the past 2 years.

**3-Year Property History**

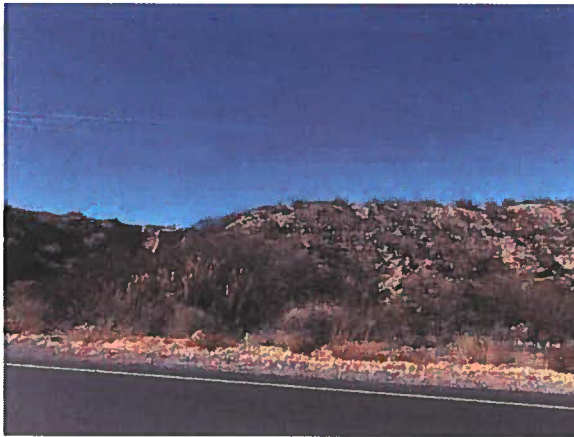
The City of Truth or Consequences has owned the subject tract in excess of 3 years. As per Ms. Traci Alvarez with the City of Truth or Consequences, the subject tract has not been listed for sale in the past three year period.

**Extraordinary Assumptions and Hypothetical Conditions**

No extraordinary assumptions or hypothetical conditions were required in the valuation of the subject property.

### Subject Land Photo Page

Borrower	Not Applicable				
Property Address	NW of 1004 3rd Street				
City	Truth or Consequences	County	Sierra	State	NM Zip Code 87901
Lender/Client	City of Truth or Consequences				



#### View of Site Facing North

NW Of 1004 3rd Street  
Sales Price Not Applicable  
Date of Sale N/A  
Site Area 7,000 SF  
Location Urban  
Topography Slopes to South  
Zoning C-1  
Utilities Avail. for Extension

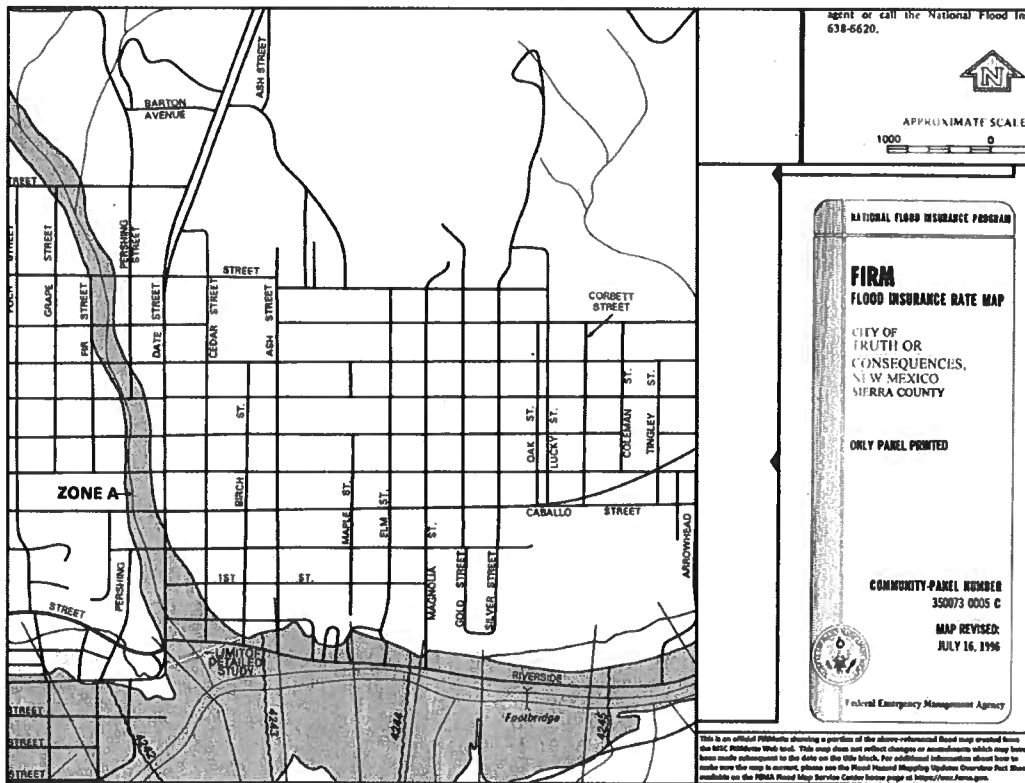


#### View of 3rd Street Facing NW



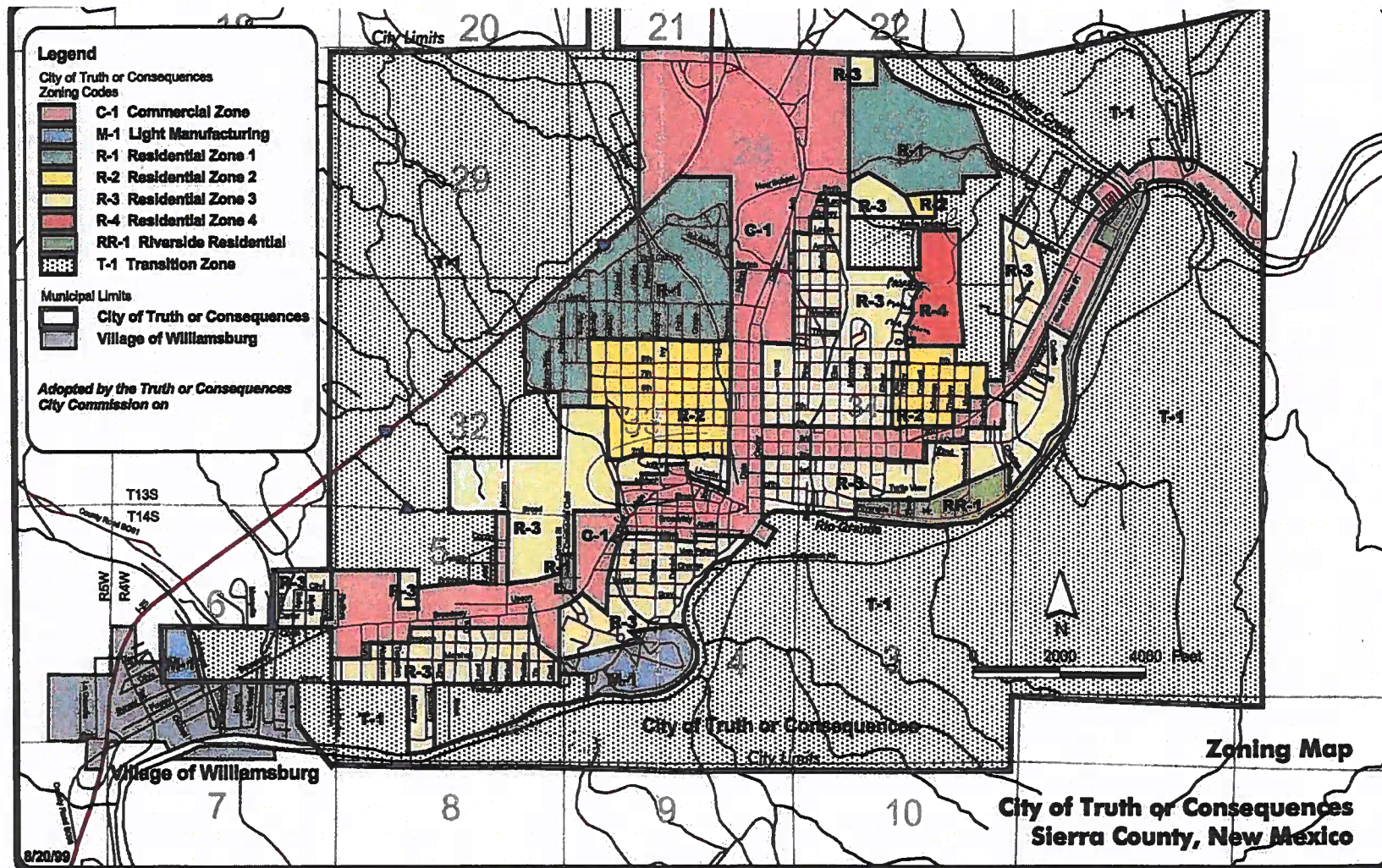
#### Aerial View of Assessor Map

# Flood Zone Map





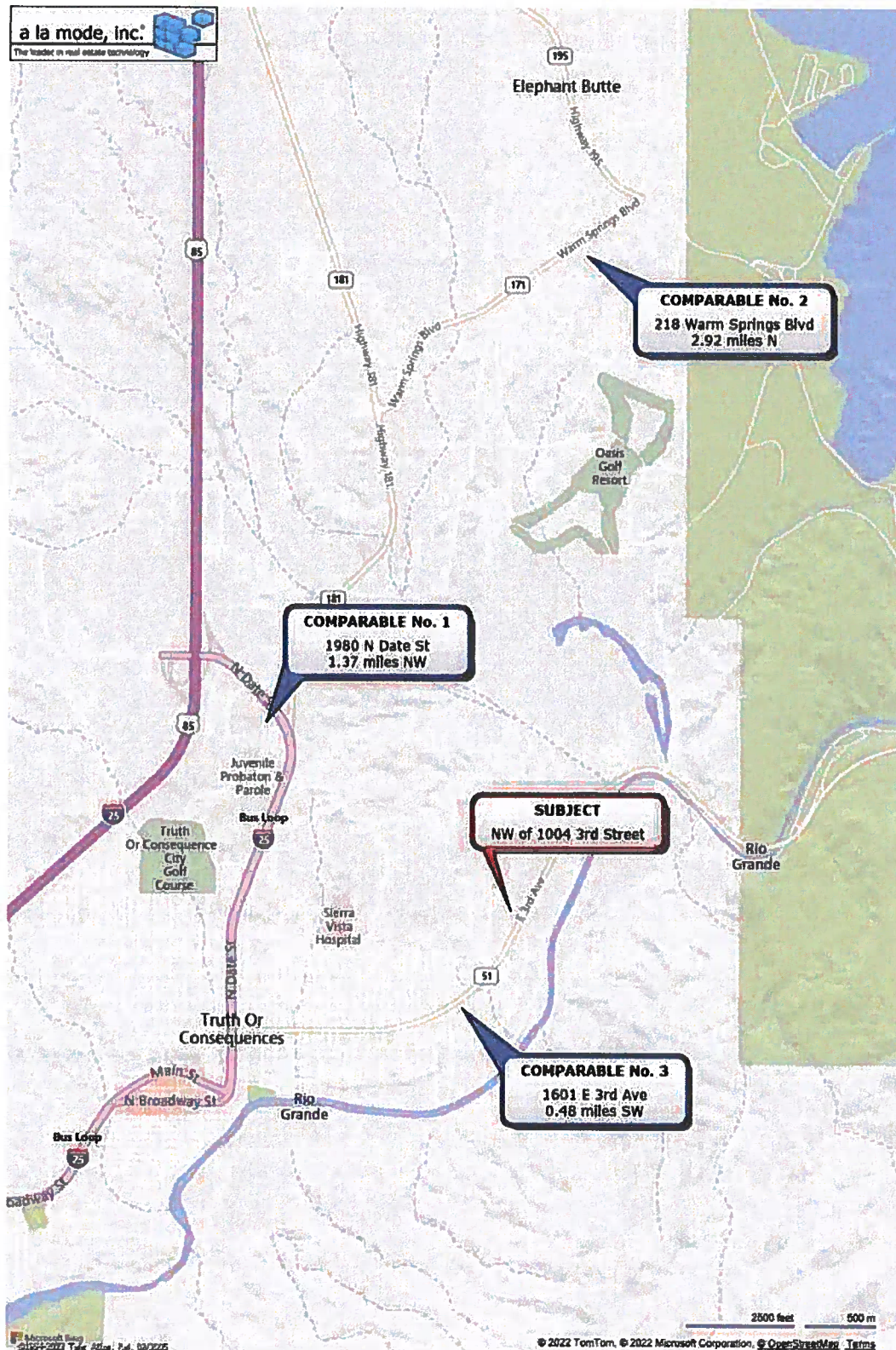
# Zoning Map





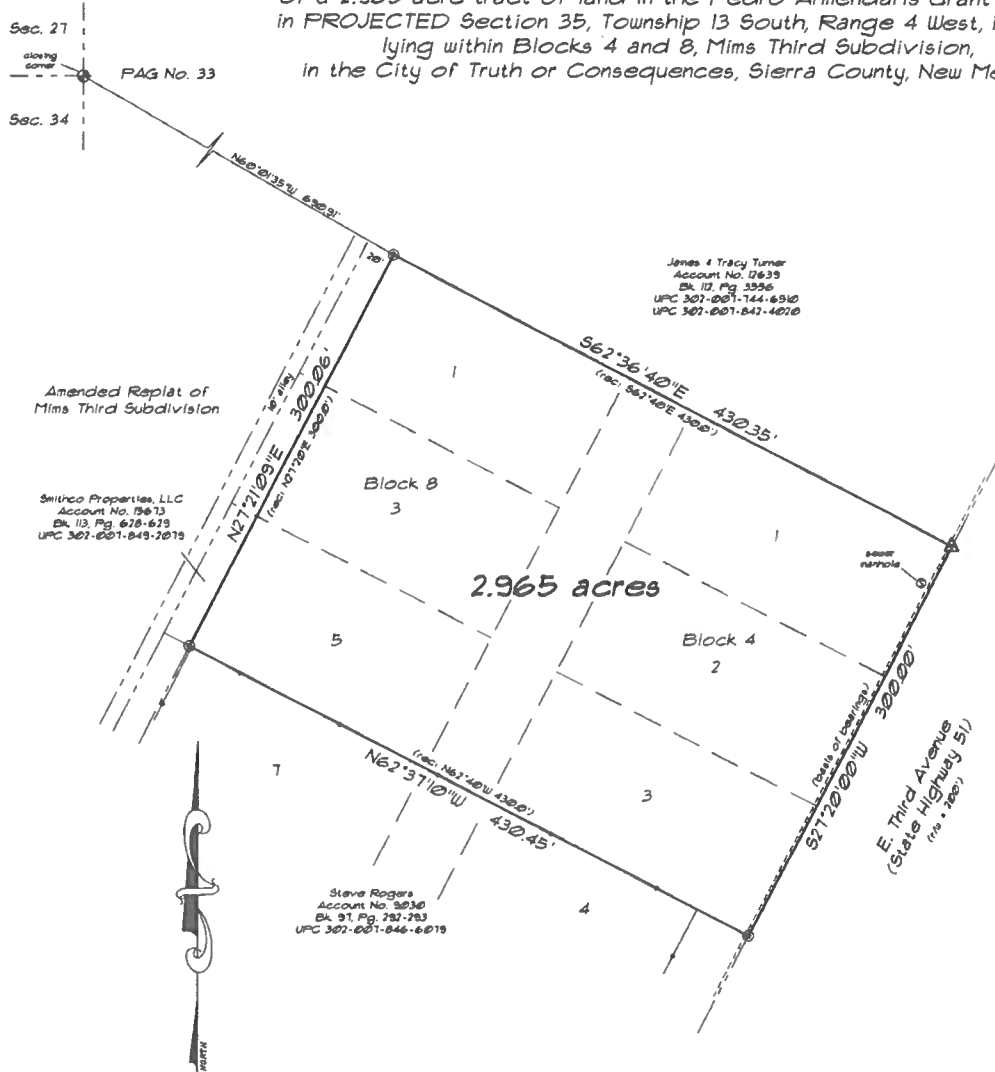
## Location Map

Borrower	Not Applicable			
Property Address	NW of 1004 3rd Street			
City	Truth or Consequences	County	Sierra	State NM Zip Code 87901
Lender/Client	City of Truth or Consequences			

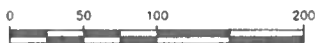


# BOUNDARY SURVEY PLAT

of a 2.965 acre tract of land in the Pedro Armendaris Grant No. 33,  
in PROJECTED Section 35, Township 13 South, Range 4 West, N.M.P.M.,  
lying within Blocks 4 and 8, Mims Third Subdivision,  
in the City of Truth or Consequences, Sierra County, New Mexico



## GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

## Notes:

This tract is subject to easements, restrictions and reservations of record

The tract shown hereon is located within the boundaries of Flood Zone X,  
"area determined to be outside 500-year flood plain"

Use drawing scale to determine measurements when not labeled

February 15, 2022

## Reference:

Account No. 16327

Book 97, Page 465, (Warranty Deed)

UPC 302-007-845-5056

Mims Third Subdivision Plat filed on October 18, 1991, (Plat No. 321)

Amended Replat of Mims Third Subdivision filed on December 17, 1991, (Plat  
No. 323, Slide No. 119)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panel  
No. 350073 0005 C, (map revised: July 16, 1996)

## Legend:

found 2" iron pipe w/aluminum tag stamped "N1PLS 12129" ▲

found 5/8" rebar w/survcap stamped "RLS 8473" ●

found 1/2" rebar w/survcap stamped "N1PLS 12129" ⊕

overhead power lines -----

chain link fence -----

## Chaparral Surveying, LLC

Professional Land Surveying

P.O. Box 679 Elephant Butte, New Mexico 87835

## CERTIFICATE

This is to certify that I am a registered Professional  
Land Surveyor, that this plat is prepared from notes  
of field surveys made by me or under my supervision,  
that said surveys and this plat are true and correct  
to the best of my knowledge and belief.  
I further certify that this survey is not a land division or  
subdivision as defined in the New Mexico Subdivision Act and  
that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the  
Standards of Land Surveys in New Mexico.

David M. Sem  
New Mexico Professional Surveyor  
License Number 12129

INDEXING INFORMATION FOR COUNTY CLERK  
City of Truth or Consequences (16327)  
Mims Third Subdivision, PAG No. 33  
PROJECTED Sec. 35, Tshp. 13 S., Rge. 4 W.

# Chaparral Surveying, LLC

P.O. Box 629  
Elephant Butte, New Mexico 87935  
(575) 740-0334

February 16, 2022

## LEGAL DESCRIPTION

(2.965 ACRES)

A tract of land situate in the Pedro Armendaris Grant No. 33, in PROJECTED Section 35, Township 13 South, Range 4 West, N.M.P.M., lying within Blocks 4 and 8, Mims Third Subdivision, bounded on the east by E. Third Avenue, (State Highway 51), located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, a 5/8" rebar w/survcap stamped "RLS 8473", whence the closing corner between Sections 27 and 34, Township 13 South, Range 4 West and the Pedro Armendaris Grant No. 33, a 1/2" rebar w/survcap stamped "NMPLS 12129", bears N60°01'35"W, a distance of 690.91 feet;

Thence, S62°36'40"E, a distance of 430.35 feet to the NE corner of this tract, a 2" iron pipe w/aluminum tag stamped "NMPLS 12129", a point on E. Third Avenue;

Thence, continuing along E. Third Avenue, S27°20'00"W, a distance of 300.00 feet to the SE corner of this tract, a 5/8" rebar w/survcap stamped "RLS 8473";

Thence, N62°37'10"W, a distance of 430.45 feet to the SW corner of this tract, a 5/8" rebar w/survcap stamped "RLS 8473";

Thence, N27°21'09"E, a distance of 300.06 feet to the point of beginning of the tract hereon described, containing 2.965 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Boundary Survey Plat dated February 15, 2022).







**FOR SALE!**  
Kodiak Ultimate 3221RLSL  
Year 2021 Make Dutchman  
36' length with three tip-outs.  
**\$38,000.00**  
Call to view 575-443-3185 Helen Lyon

**LEGAL NOTICE**

STATE OF NEW MEXICO  
COUNTY OF BERNILLA  
SEVENTH JUDICIAL DISTRICT  
TRUST COURT

No. D-721-P-96-00009

Judge: Honorable  
Roscoe A. Woods

IN THE MATTER OF  
THE ESTATE OF DAVID  
GOWER.

Decedent.

**NOTICE TO CREDITORS**  
**NOTICE** IS HEREBY  
given that the undersigned  
is being appointed as the  
personal representative of  
this estate. All persons having  
claims against this es-  
tate are required to file their  
claims within four months  
after the date of the first  
publication of this notice  
or the claims will be fore-  
closed. Claims must be  
presented either in writing  
to the undersigned personal  
representative or **MARK A.**  
**RISA**, the undersigned  
Drewyer 301, Trust or Court  
sequences, New Mexico, or  
filed with the District Court  
in D. N. Date Signed, Trust or  
Court. Dated: January 5,  
2002.

**Bibiana Victoria Gower**  
**BIBIANA VICTORIA**  
**GOWER**

Personal Representative of  
1400 Rian Grande St  
Albuquerque, NM 87124

**PRIME .50 acre location  
to the Lake on paved**

**GS** Desert Lake  
509 BUTTE BLVD ES


Andrea Freeman, GRI, Broker

**THE GENERAC PWRcell<sup>®</sup>**, a solar plus battery storage system. Save money, reduce your reliance on the grid, prepare for power out-

Lot close to veterans home,  
downriver, hot springs and the river.

\$230,000 MILS 20214086  
2-55 SF foot 6 Bd home w/lt an














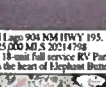
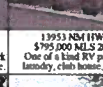
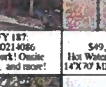



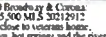
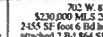
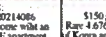

\$150,000 M.L.S. 20210613  
Rare 4.676 acre lot at the NE corner



**COLDWELL BANKER**

Desert Lakes Realty, LLC

**509 BUTTE BLVD. EB. NM 575-744-4960**

 <p><b>TRINA MAGNAT</b> Desert Realty 505-770-5774</p>	<p><b>GREGG LADLEY</b> Qualifying Broker 505-368-8210</p>	<p><b>SILVIA OLDSBIE</b> Associate Broker 575-875-7434</p>	<p><b>ANDREA TOWNSHIP</b> Associate Broker 575-362-7769</p>	<p><b>PENNY WILLIAMS-SPEER</b> Associate Broker 505-362-3005</p>	<p><b>ANNETTE SMITH</b> Associate Broker 575-425-5752</p>
 <p><b>Lot 15 Montecrey Point</b> \$30,000 MI.S. 201215261 1.47 Acre lake and mountain view lot, on the way to Spangass America</p>	 <p><b>Lincoln Place</b> \$8,900 MI.S. 20170496 29 vacant lot in Fairburn. Close to Golf Course and Lake?</p>	 <p><b>10 Underwood Lane</b> \$895,000 MI.S. 20214564 "One of a Kind" Finished approx 4200 sq ft. custom home on 2.8 ac</p>			
 <p><b>1403 Kirkle</b> \$493,000 MI.S. 20216568 Great opportunity... 3 bedrooms 2 Bath home located in Top C.</p>	 <p><b>1071 E. Third St.</b> \$69,900 MI.S. 20216469 6 unit storage, great commercial location. 10' x 20' units all rented.</p>	 <p><b>000 Radium St.</b> 15,000 MI.S. 20216624 2+ acre lot, needs cleared lightly level, riprapped street. 15000s unknown.</p>			
 <p><b>Rio Del Lago 936 NM HWY 95.</b> \$325,000 MI.S. 20214758 Beautiful 18-unit full service RV Park located in the heart of Elephant Butte</p>	 <p><b>13951 NM HWY 187</b> \$795,000 MI.S. 20214086 One of a kind RV park! Outdoor laundry, club house, and more.</p>	 <p><b>626 Van Patten</b> \$49,900 MI.S. 20216623 Hot Water District, 2 b, 2 mi. RV Park. No Water District, 2 b, 2 mi. RV Park.</p>			
 <p><b>100 Broadway &amp; C Street</b> \$15,500 MI.S. 20212912 Lot close to scenic area, development, lot entries and the river.</p>	 <p><b>202 W. E.</b> \$230,000 MI.S. 20214086 2455 sq foot 6 bed home with an attached 2 Bld 64 sq ft. commercial</p>	 <p><b>Kayser &amp; Gw.</b> \$150,000 MI.S. 20210613 Rear 4.676 acre lot at the NIT center</p>			





**SEA PROPERTIES LTD** 575-894-0037  
www.seapropertiesltd.com • 108 Main, T-or-C, NM



**411 Lincoln • \$549,000 •**

UNIQUE HOUSE SURROUNDED BY 8 LOTS - 2 BEDROOM MAIN HOUSE WITH 2 CASITAS IN BACK - LARGE ENCLOSED PATIO - MUST SEE TO APPRECIATE.

**401 Broadway • \$289,000 •**

TURN KEY, DOWNTOWN ACROSS FROM BREWERY. CORNER, NEW LIGHTING AND DRYWALL. IN MAIN OPEN PLAN SPACE. FOUR ENCLOSED ROOMS - TWO ARE ADA RESTROOMS, KITCHEN, JANITORIAL SPACE.



**Gun Club Road • \$69,000**  
3 CITY WATER METERS - CLOSE TO ELECTRIC - 3.8 ACRES - COULD HAVE POSSIBLE MIXED USE.

**Smith Terrace • \$79,000**  
10 LOTS - NEAR HOSPITAL  
WONDERFUL VIEWS, UTILITIES NEARBY

**801 KOPRA • \$28,000 •**

CORNER LOT, UTILITIES EASILY ACCESSIBLE, HAS WATER AND SEWER ALREADY THERE.

**1103-1105 Skyline Dr. • \$35,000 •**  
APPROX. .975 ACRES - TWO LOTS - UTILITIES EASILY ACCESSIBLE

CALL US TODAY FOR MORE INFORMATION

### Automobiles for Sale

FOR SALE: 2020 Mallard pull-behind RV \$28,500. 2016 Tzao moped \$800. 2020 adult mini bike, brand new \$500 & 1990 Sunbird. 22 ft. 8 in. 260 hp. in-board/outboard cabin cruiser \$6500. Must see to appreciate. Serious inquiries only. Call 575-740-1218. 2/11

### Automotive Parts

**CARQUEST**  
SPECIAL ORDERS welcome! Otto welcomes your special needs on automotive parts & accessories. Quick delivery & in most cases the freight is free! Sierra Auto Parts, 400 Austin, T-or-C. 2/11

### Wanted

**DRIVER WANTED:** No trucks, no smokers, must be fully vaccinated, be masked, wear no perfume, cologne, etc. Per trip take me to run local errands in T-or-C. Free meal included. Flat rate \$40 cash. Call Anne, 310-596-9786. 2/11

**LICENSED DRIVER** needed for older person who can't drive. Vehicle & insurance provided. Flexible hours. Compensation to be discussed, willing to pay considerably. Call 575-642-9535. 2/4

### KCHS

### 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 # 302107840386 Appraised \$20,000	Parcel # 3020078455056 Appraised \$34,500	309 Birch Street Parcel # 3022078023342 Appraised \$20,000
1308 The Street Parcel # 3023078043328 Appraised \$16,000	Parcel # 3022078372429 Appraised \$64,600	401 McAdoo Street Parcel # 3022078023342 Appraised \$20,000

OFFERS TO PURCHASE WILL BE ACCEPTED UNTIL 5PM FEBRUARY 11, 2022

**Yard Sales**

**MORNING STAR Outfitters**

30% OFF Medical Scrubs Feb. 4th & 5th. Also take an additional 10% off already marked down scrubs. 421 N. Broadway. 575-894-8715. 2/4

**MORNING STAR Outfitters**

30% OFF Jackets & Vests Feb. 4th & 5th. Also take an additional 10% off already marked down clothing and footwear. 421 N. Broadway. 575-894-8715. 2/4

**LEGAL NOTICE**

STATE OF NEW MEXICO COUNTY OF SIERRA SEVENTH JUDICIAL DISTRICT No. D-721-CV-2022-00003 Judge: ROSCOE A. WOODS CITY OF TRUTH OR CONSEQUENCES, Plaintiff, vs. JENNIFER SMITH; DAWN SMITH; KENNETH MILLS; ALL UNKNOWN CLAIMANTS OF INTEREST ADVERSE TO PLAINTIFF; AND ALL UNKNOWN OCCUPANTS OF 1515-1517 CORZINE TRUTH OR CONSEQUENCES, NM 87901 Defendants.

NOTICE OF CIVIL ACTION PENDING

THE STATE OF NEW MEXICO TO THE FOLLOWING NAMED OR DESIGNATED DEFENDANTS:

ALL OF THE ABOVE-NAMED DEFENDANTS GREETINGS:

YOU AND EACH OF YOU are hereby notified that the above-named Plaintiff has filed a Complaint for In Rem Foreclosure against you in the above-entitled and numbered case in the above-designated Court.

The object of the action is for foreclosure, concerning the real property located at 1515-1517 Corzine Street, Truth or Consequences, New Mexico 87901 and more particularly described as follows:

Corzine Tracts, Tract W95.38' of E189.60' of S180' Tract 7 of City of Truth or Consequences, Sierra County, New Mexico, also known as 1515-1517 Corzine Street.

You and each of you are further notified that unless you enter your Appearance in said case on or before the 16th day of March 2022, Judgment will be rendered against you and each of you by default and the relief prayed for in the Complaint will be granted.

The name and post office address of the attorney for the Plaintiff is as follows:

JAIME F. RUBIN, Esq.  
Jaime F. Rubin, LLC  
P.O. Drawer 151  
Truth or Consequences, New Mexico 87901

WITNESS my hand and the seal of the District Court of Sierra County, New Mexico, on this 26th day of January 2022.

CLERK OF THE DISTRICT COURT  
By: Mary Mora  
Pub.: Jan. 28, Feb. 4, 11 & 18, 2022

This legal posted at www.newmexicopublicnotices.com

### Yard Sales

**GARAGE SALE:** Fri. 2/18 & Sat. 2/19, 8a-2p. A New Beginning Church, 207 E. 3rd, T-or-C. 2/18

**HUGE STORAGE Sale:** Thurs. 2/3 - Sun. 2/6, 408 Warm Springs, EB. No early birds. 2/4

### Miscellaneous

FOR SALE: Misc. music items - amps, mics, stands, drum machine, light set w/ poles & lights. Call 575-571-5654, leave msg. Also, 6x10 enclosed trailer. 2/4

**ANNOUNCEMENT: PANCAKE Breakfast, A New Beginning Church, 203 E. 3rd, T-or-C, Feb. 12, 8a-noon. No charge, donations accepted.** 2/4

**LEGAL NOTICE**

LEGAL NOTICE TO PUBLIC

The City Commission of the City of Truth or Consequences is soliciting names of anyone wishing to serve as a Representative on the Sierra Vista Hospital Governing Board.

Letters of interest will be accepted until Monday, February 28, 2022. If interested, please contact the Office of the City Clerk at 505 Sims Street, Truth or Consequences, New Mexico during normal working hours Monday - Friday from 8:00 A.M. to 5:00 P.M. or you can submit a letter by email at atorres@torcnm.org.

/s/ Angela A. Torres, CMG, City Clerk  
Pub.: Feb. 4, 2022

This legal posted at www.newmexicopublicnotices.com

**101-9th KCHS**

**Ask Andrea**

912 IVY: PRICED AT \$159,900

GREAT LOCATION & A LOT TO OFFER- Owner's price evident. This 3BR 1-3/4 BA ranch home includes KIT, w/ all appliances inc. built in microwave, gas range, refrig, & DW, pantry, dining area & serving counter w/ splash of storage. DCHFRM, RM, w/ pellet stove & extra pillows. SUNROOM facing west, w/ large rm, w/ washer & dryer & door open. ATT. 1 car garage w/ workshop & storage area. Paved carefree Xeriscape yard w/ dual gates & parking for RV or boat, terraced yard & greenhouse. Hardscap features. "AS IS" Estate Sale. Call ANDREA for your private viewing of this lovely home!

Desert Lakes Realty, LLC  
505 BUTTE BLVD #8 • 575-742-0150  
freemanandrea67@gmail.com  
Cell 575-740-7196



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

*Agenda Item #: H.1*

**SUBJECT:** Resolution No. 50 21/22 Budget Adjustment Request

**DEPARTMENT:** Finance Department

**DATE SUBMITTED:** March 15, 2022

**SUBMITTED BY:** Carol Kirkpatrick, Finance Director

**WHO WILL PRESENT THE ITEM:** Carol Kirkpatrick, Finance Director

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

**Recommendation:**

Approval Resolution No. 50 21/22 Budget Adjustment Requests for Fiscal Year 2021-2022

**Attachments:**

Resolution No 50 21/22

- 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 3-23-2022





## **RESOLUTION NO. 50 21/22**

### **A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2021-2022.**

**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 2021-2022; 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 23rd day of March, 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

ENTITY NAME: City of Truth or Consequences  
FISCAL YEAR: 2021-2022 3/23/2022  
DFA Resolution Number: 50 21/22  
BAR NUMBER 13

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	Capital Improvements Reserve	315-8001-38387	Loan Proceeds	Revenue	\$ 297,000	\$ -	\$ (297,000)	\$ -	Moving Budget from Loan Proceeds (revenue) to Transfer In. Originally budget to a revenue line item of "Loan Proceeds." Should have been a cash transfer in from a current loan. Each project has a 4 digit department code 8001 is technology.
1	Capital Improvements Reserve	315-8001-39935	Transfer In	Transfer	\$ -	\$ 297,000.00		\$ 297,000	Moving Budget from Loan Proceeds (revenue) to Transfer In
1	Capital Improvements Reserve	315-8004-38387	Loan Proceeds	Revenue	\$ 150,000		\$ (150,000)	\$ -	Moving Budget from Loan Proceeds (revenue) to Transfer In. 8004 is roof repairs
1	Capital Improvements Reserve	315-8004-39935	Transfer In	Transfer	\$ -	\$ 150,000.00		\$ 150,000	Moving Budget from Loan Proceeds (revenue) to Transfer In
1	Capital Improvements Reserve	315-8005-38387	Loan Proceeds	Revenue	\$ 60,000		\$ (60,000)	\$ -	Moving Budget from Loan Proceeds (revenue) to Transfer In. 8005 is HVAC systems
1	Capital Improvements Reserve	315-8005-39935	Transfer In	Transfer	\$ -	\$ 60,000.00		\$ 60,000	Moving Budget from Loan Proceeds (revenue) to Transfer In
1	Capital Improvements Reserve	315-8006-38387	Loan Proceeds	Revenue	\$ 35,000		\$ (35,000)	\$ -	Moving Budget from Loan Proceeds (revenue) to Transfer In. 8006 is vehicles
1	Capital Improvements Reserve	315-8006-39935	Transfer In	Transfer	\$ -	\$ 35,000.00		\$ 35,000	Moving Budget from Loan Proceeds (revenue) to Transfer In
1	Capital Improvements Reserve	315-8007-38387	Loan Proceeds	Revenue	\$ 450,000		\$ (450,000)	\$ -	Moving Budget from Loan Proceeds (revenue) to Transfer In. 8007 Ralph Edwards Park Renovations
1	Capital Improvements Reserve	315-8007-39935	Transfer In	Transfer	\$ -	\$ 450,000.00		\$ 450,000	Moving Budget from Loan Proceeds (revenue) to Transfer In
1	Capital Improvements Reserve	315-8008-38387	Loan Proceeds	Revenue	\$ 26,263		\$ (26,263)	\$ -	Moving Budget from Loan Proceeds (revenue) to Transfer In. 8008 is Swimming Pool repairs
1	Capital Improvements Reserve	315-8008-39935	Transfer In	Transfer	\$ -	\$ 26,263.00		\$ 26,263	Moving Budget from Loan Proceeds (revenue) to Transfer In
1	Debt Service	403-1203-49930	Transfer Out	Transfer	\$ -	\$ 1,018,263.00		\$ 1,018,263	Transferring out of Loan (Project Funds) to Project Funds listed above

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

2	State Library	294-5003-32393	State Library Grant	Revenue	\$ 42,241		\$ 26,742	\$ 68,983	Increasing Revenue due to receiving American Rescue Plan Act (ARPA) Grant to Public Libraries Award
2	State Library	294-5003-44613	Non-Captial Items	Expense	\$ 36,717		\$ 26,742	\$ 63,459	Increasing Expense due to receiving American Rescue Plan Act (ARPA) Grant to Public Libraries Award
3	Airport	509-4403-38372	Insurance Reimbursement	Revenue	\$ -	\$ 4,870.00		\$ 4,870.00	Insurance reimbursement for damage to airport hangar 4/15/21
3	Airport	509-4403-43403	Regular Building Maintenance	Expense	\$ -	\$ 4,870.00		\$ 4,870.00	Insurance reimbursement for damage to airport hangar 4/15/21
4	General Fund-Parks	101-1099-37371	Donations	Revenue	\$ 5,382	\$ 100.00	\$ -	\$ 5,482.00	Donation from Doug Ebeling, Spring Texas for the Gun Range
4	General Fund - Parks	101-1099-44607	Field Supplies	Expense	\$ 33,400.00	\$ 100.00		\$ 33,500.00	Donation from Doug Ebeling, Spring Texas for the Gun Range
<p>ATTEST:</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="text-align: center;"> <p>_____ Angela Torres, Clerk-Treasur (Date)</p> </div> <div style="text-align: center;"> <p>_____ Amanda Forrister, Mayor (Date)</p> </div> </div>									

# DOCUMENT #1



Truth or Consequences

# My Budget Report

## Account Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

### Fund: 315 - CI Reserve

#### Revenue

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>315-8001-38387</u>	LOAN PROCEEDS	297,000.00	297,000.00	0.00	68,510.44	0.00	-228,489.56	23.07 %
<u>315-8004-38387</u>	LOAN PROCEEDS	150,000.00	150,000.00	0.00	54,306.28	0.00	-95,693.72	36.20 %
<u>315-8005-38387</u>	LOAN PROCEEDS	60,000.00	60,000.00	0.00	57,155.19	0.00	-2,844.81	95.26 %
<u>315-8006-38387</u>	LOAN PROCEEDS	35,000.00	35,000.00	0.00	35,000.00	0.00	0.00	100.00 %
<u>315-8007-38387</u>	LOAN PROCEEDS	450,000.00	450,000.00	0.00	401,274.74	0.00	-48,725.26	89.17 %
<u>315-8008-38387</u>	LOAN PROCEEDS	26,263.00	26,263.00	0.00	53,073.55	0.00	26,810.55	202.08 %
<b>Revenue Total:</b>		<b>1,018,263.00</b>	<b>1,018,263.00</b>	<b>0.00</b>	<b>669,320.20</b>	<b>0.00</b>	<b>-348,942.80</b>	<b>65.73 %</b>
<b>Fund: 315 - CI Reserve Total:</b>		<b>1,018,263.00</b>	<b>1,018,263.00</b>	<b>0.00</b>	<b>669,320.20</b>	<b>0.00</b>	<b>-348,942.80</b>	<b>65.73 %</b>
<b>Report Total:</b>		<b>1,018,263.00</b>	<b>1,018,263.00</b>	<b>0.00</b>	<b>669,320.20</b>	<b>0.00</b>	<b>-348,942.80</b>	<b>65.73 %</b>



# DOCUMENT #2



Truth or Consequences

# My Budget Report

## Account Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

### Fund: 294 - State Library

#### Revenue

294-5003-32393  
294-5003-32394  
294-5003-37371

STATE LIBRARY GRANT- STATE LIBRARY ↑ 26,741.84  
STATE GRANT IN AID-STATE LIBRARY  
CONTRIBUTIONS/DONATIONS-ST LIBRARY

Revenue Total:

#### Expense

294-5003-43465  
294-5003-43775  
294-5003-44613  
294-5003-48599  
294-5003-48830  
294-5003-60834

RENT OF EQUIPMENT  
TELEPHONE  
NON-CAPITAL ITEMS ↑ 26,741.84  
OTHER CONTRACTUAL SERVICES  
LIBRARY ACQUISITION (BOOKS)-ST LIB  
STATE LIBRARY GRANT-STATE LIBRARY

Expense Total:

Fund: 294 - State Library Surplus (Deficit):

Report Surplus (Deficit):

Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
42,241.00	42,241.00	2,424.00	4,942.98	0.00	-37,298.02	11.70 %
0.00	14,570.00	0.00	14,569.31	0.00	-0.69	100.00 %
1,000.00	1,000.00	72.50	1,473.80	0.00	473.80	147.38 %
43,241.00	57,811.00	2,496.50	20,986.09	0.00	-36,824.91	36.30 %
0.00	350.00	0.00	184.60	165.40	0.00	100.00 %
1,600.00	2,300.00	0.00	1,338.40	961.60	0.00	100.00 %
42,241.00	36,717.00	0.00	0.00	13,859.00	22,858.00	37.75 %
2,200.00	0.00	0.00	0.00	0.00	0.00	0.00 %
0.00	15,070.00	0.00	0.00	14,870.44	199.56	98.68 %
0.00	6,174.00	0.00	6,758.22	3,165.78	-3,750.00	160.74 %
46,041.00	60,611.00	0.00	8,281.22	33,022.22	19,307.56	68.15 %
-2,800.00	-2,800.00	2,496.50	12,704.87	-33,022.22	-17,517.35	725.62 %
-2,800.00	-2,800.00	2,496.50	12,704.87	-33,022.22	-17,517.35	725.62 %



STATE OF NEW MEXICO  
DEPARTMENT OF CULTURAL AFFAIRS  
Bataan Memorial Bldg  
Santa Fe, NM 87501

ACH Remittance Advice

**State of New Mexico**  
Department of Finance & Administration

CITY OF TRUTH OR CONSEQUENCES  
505 SIMS ST  
T OR C, NM 87901-0000  
United States

Date	Payment Amount	Reference
Mar/08/2022	\$26,741.84	3001217553

DFI ID:091406833

Bank Account: \*\*\*\*8891

**NON-NEGOTIABLE**

Business Unit : 50500

Payment Date: 03/08/2022

Reference: 3001217553

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discounts	Late Charges	Paid Amount
2286-86	Feb/25/2022	00151447	26,741.84	0.00	0.00	26,741.84

City of T or C, T or C Public Library, InD:2/25/22 In#2286-86

294-5003-10122  
<294-5003-32393>  
3/11/22

Supplier Number

Name

Bank Charge

Transfer Cost Cd

0000054340

CITY OF TRUTH OR CONSEQUENCES

\$0.00

Reference

Date

Total Gross Amt

Total Discounts

Total Late Charges

Total Paid Amt

3001217553

Mar/08/2022

\$26,741.84

\$0.00

\$0.00

\$26,741.84

**American Rescue Plan Act (ARPA) Grant to Public Libraries**  
**Agreement For FY2022**

This Grant Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called NMSL, and **Truth or Consequences Public Library** located in T or C, NM, hereinafter called the Recipient.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL and the State Librarian adopted such rules for distributing grants to public libraries, codified as 4.5.9 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a special grant under 4.5.9 NMAC; and

WHEREAS, NMSL is the entity responsible for disbursement of funds to libraries under the grant NMSL received from the Institute of Museum and Library Services (IMLS) American Rescue Plan Act (ARPA) funding program.

THEREFORE, the Parties agree to the following terms and conditions:

- I. Pursuant to an IMLS ARPA funding grant, NMSL has received funding from the IMLS and the U.S. Federal Government to be used in helping communities respond directly and immediately to the pandemic, as well as to related economic and community needs through equitable approaches. Spending priorities for these funds are as follows:

A. First, to support digital inclusion efforts to enable libraries to reach residents such as through internet hotspots, accessible Wi-Fi, and digital content and related resources, particularly in support of education, health, and workforce development needs. The following types of data, among others, can inform efforts to reach underserved populations:

1. Poverty/Supplemental Nutrition Assistance Program (SNAP)
2. Unemployment
3. Broadband availability;

B. Second, to provide rapid emergency relief to libraries across the country, allowing them to safely respond to the pandemic and implement public health protocols;

C. Third, to support library services that meet the needs of communities throughout the U.S., including costs such as personnel, technology, training, materials, supplies, equipment, and associated indirect costs; and

D. With respect to (A), (B), or (C), reach tribal and museum partners best positioned to assist with pandemic response efforts, in addition to traditionally eligible library entities, where appropriate.

- II. NMSL agrees to pay the Recipient a grant in the amount not to exceed (\$26,742) on the terms and

conditions set forth in this Grant Agreement.

**III. The Recipient agrees to and shall strictly observe the following grant requirements and limitations on expenditures:**

**A. Use the Grant Funds for the following purposes:**

1. To help communities respond directly and immediately to the pandemic, as well as to related economic and communities needs through equitable approaches in digital inclusion and library services;

2. To support the goals of the NMSL Five-Year Plan for FY 2018-2022. In New Mexico, specific goals address:

a) Expanding services for learning and access to information and educational resources, in all types of libraries for individuals of all ages in order to support such individuals' needs for education, lifelong learning, workforce development, and digital literacy skills;

b) Establishing or enhancing interlibrary resource sharing electronically via ILLiad and improve coordination among and between libraries in New Mexico for the purpose of improving the quality of and access to library information services;

c) Providing library services to visually impaired, rural, homebound, and underserved New Mexico residents, and

d) Expanding services for learning and access to information and educational resources, in all types of libraries for individuals of all ages in order to support such individuals' needs for education, lifelong learning, workforce development, and digital literacy skills;

3. Prioritizing the following uses of the Grant Funds:

a. To support digital inclusion efforts to enable libraries to reach residents such as through internet hotspots, accessible Wi-Fi, and digital content and related resources, particularly in support of education, health, and workforce development needs. The following types of data, among others, can inform efforts to reach underserved populations:

- i. Poverty/Supplemental Nutrition Assistance Program (SNAP)
- ii. Unemployment
- iii. Broadband availability;

b. To provide rapid emergency relief to libraries across the country, allowing them to safely respond to the pandemic and implement public health protocols;

c. To support library services that meet the needs of communities throughout the U.S., including costs such as personnel, technology, training, materials, supplies, equipment, and associated indirect costs; and

d. With respect to 3(a), (b), or (c), reach tribal and museum partners best positioned to assist with pandemic response efforts, in addition to traditionally eligible library entities, where appropriate.

B. Continue to comply with 4.5.9 NMAC and other statutes and rules applicable to developing libraries or public libraries;

C. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;

D. Expend the grant according to the rules outlined in 4.5.9 NMAC, attached hereto as **Attachment A**;

E. The expenditure of the Grant Funds is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards regulations (Uniform Guidance) promulgated by the Office of Management and Budget (2 CFR part 200) and related IMLS guidance. See **Attachment B** attached hereto for the latter referenced IMLS guidance.

F. No later than October 15, 2022, provide NMSL with a report, in a form approved by and acceptable to NMSL, detailing how the grant was spent, which report should be a part of and contained within Recipient's annual reports to NMSL; and

G. Sign and return this Agreement to NMSL within 60 days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant award.**

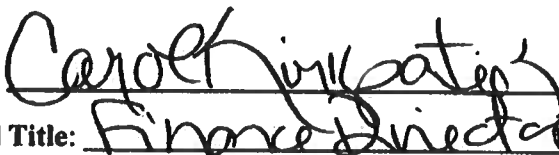
H. **All Grant Funds must be expended no later than September 30, 2022. Any Grant Funds not expended by this date shall be returned to NMSL no later than October 30, 2022.**

IV. This agreement shall be governed by and construed in accordance with the laws of the state of New Mexico and subject to the federal American Rescue Plan Act


V. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to decide the dispute.

VI. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Signed:  Date: 2.24.22  
Official Title: Finance Director Authorized Agent of Recipient

☒ I certify that am the authorized agent who has authority to enter into a legal contract with the State of New Mexico

Signed and Dated:  By: Eli Guinnee, New Mexico State Librarian

Digitally signed by Eli Guinnee  
DN: cn=Eli Guinnee, o=DCA,  
ou=NMSL,  
email=eli.guinnee@state.nm.us, c=US  
Date: 2022.03.03 14:29:07 -0700

**TITLE 4      CULTURAL RESOURCES  
CHAPTER 5   STATE LIBRARY  
PART 9      SPECIAL GRANTS TO PUBLIC LIBRARIES**

**4.5.9.1 ISSUING AGENCY:** Department of Cultural Affairs, New Mexico State Library Division.  
[4.5.9.1 NMAC - N, 7/1/2015]

**4.5.9.2 SCOPE:** Public libraries and developing public libraries. [4.5.9.2 NMAC - N, 7/1/2015]

**4.5.9.3 STATUTORY AUTHORITY:** Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.  
[4.5.9.3 NMAC - N, 7/1/2015]

**4.5.9.4 DURATION:** Permanent. [4.5.9.4 NMAC - N, 7/1/2015]

**4.5.9.5 EFFECTIVE DATE:** July 1, 2015 unless a later date is cited at the end of a section. [4.5.9.5 NMAC - N, 7/1/2015]

**4.5.9.6 OBJECTIVE:** The objective of this rule is to describe the special grants program. The special grants program shall provide supplemental assistance to libraries for activities that are not funded by state grants in aid or are not fully funded by state grants in aid and encourage local library service and promote an effective statewide library system.  
[4.5.9.6 NMAC - N, 7/1/2015]

**4.5.9.7 DEFINITIONS:**

- A. "Developing library" has the same meaning as in 4.5.2 NMAC.
  - B. "Grant recipient" means a public library or developing library that the state librarian selects to receive a special grant.
  - C. "Public library" has the same meaning as in 4.5.2 NMAC.
  - D. "Special grants" means funds awarded by the state librarian for special library programs.
  - E. "Special library program" means an activity that is not funded by state grants-in-aid or is not fully funded by state grants-in aid and that encourages local library service and enhances the effectiveness of a statewide library system.
- [4.5.9.7 NMAC - N, 7/1/2015]

**4.5.9.8 SPECIAL GRANTS INITIATION:** The state library or a public library may propose a special library program.  
[4.5.9.8 NMAC - N, 7/1/2015]

**4.5.9.9 GRANT AVAILABILITY:** The state library shall offer special grants when the state librarian identifies the need for state-wide coordination of a special library program and determines that sufficient federal or state funds are available.  
[4.5.9.9 NMAC - N, 7/1/2015]

**4.5.9.10 FUNDING SOURCE:** Special grants may be funded with federal funds, state funds, and

any other funds available to the state librarian and not otherwise restricted. Use of state funds for special grants shall not reduce state grants-in-aid.

[4.5.9.10 NMAC - N, 7/1/2015; A/E, 7/1/2021; A, 12/28/2021]

**4.5.9.11 ELIGIBILITY:** Public libraries and developing libraries that are eligible for state grants-in-aid in a given fiscal year are also eligible for special grants, unless the grant guidelines provide otherwise.

[4.5.9.11 NMAC - N, 7/1/2015; A/E, 7/1/2021; A, 12/28/2021]

**4.5.9.12 GRANT GUIDELINES:** When the state librarian identifies the need for state-wide coordination of a special library program and determines that sufficient funding is available, the state librarian shall issue a special grant announcement to all developing libraries and public libraries with grant guidelines. The grant guidelines shall include the following components:

- A. Description of the special library program;
- B. Grant application;
- C. Application timeline;
- D. Special library program's budget-planning worksheet;
- E. Applicable rules and regulations; and
- F. Selection criteria. [4.5.9.12 NMAC - N, 7/1/2015]

**4.5.9.13 SELECTION:** A committee selected by the state librarian shall review special grant applications and award special grants based on the selection criteria specified in the grant guidelines.

[4.5.9.13 NMAC - N, 7/1/2015]

**4.5.9.14 TRANSFER OF FUNDS:** Special grants shall only transfer to the grant recipient after the grant recipient signs a contract, agreeing to the terms applicable to the applicable special library program.

[4.5.9.14 NMAC - N, 7/1/2015; A/E, 7/1/2021; A, 12/28/2021]

**4.5.9.15 ACCOUNTABILITY:**

- A. Grant recipients shall account for special grants separately from other funds.
- B. If a special grant includes federal funds, federal requirements for procurement and record retention shall apply.
- C. The state library shall monitor special library programs. [4.5.9.15 NMAC - N, 7/1/2015]

**4.5.9.16 MAINTAINANCE OF EFFORT:** A grant recipient's governing body shall not reduce the grant recipient's budget as a result of the grant recipient's receipt of a special grant. Upon demonstrated evidence that such a reduction has occurred, the grant recipient shall be ineligible to receive special grants or state grants-in-aid for one year after the reduction occurs.

[4.5.9.16 NMAC - N, 7/1/2015]

**HISTORY OF 4.5.9 NMAC: [RESERVED]**



## **IMLS ARPA Funding** **Expenditures Guidance Sheet**

The Institute of Museum and Library Services (IMLS) provides the funding for this grant pursuant to the provisions of the American Rescue Plan Act (ARPA) (Public Law 117-2) and the IMLS authorization statute (20 U.S.C. § 9101 et seq.). The New Mexico State Library (NMSL) is the administrator of the funds.

In order to achieve the purposes of the Act with respect to Grants to States, this funding shall be used to help communities respond directly and immediately to the pandemic, as well as to related economic and communities needs through equitable approaches in digital inclusion and library services, with the following priorities::

1. First, to support digital inclusion efforts to enable libraries to reach residents such as through internet hotspots, accessible Wi-Fi, and digital content and related resources, particularly in support of education, health, and workforce development needs. The following types of data, among others, can inform efforts to reach underserved populations:

- Poverty/Supplemental Nutrition Assistance Program (SNAP)
- Unemployment
- Broadband availability;

2. Second, to provide rapid, emergency relief to libraries across the country, allowing them to safely respond to the pandemic, by implementing public health and safety protocols;

3. Third, to support library services that meet the needs of communities throughout the U.S., including costs such as personnel, technology, training, materials, supplies, equipment, and associated indirect costs; and

4. With respect to (1), (2), or (3), reach tribal and museum partners best positioned to assist with pandemic response efforts, in addition to traditionally eligible library entities, where appropriate.

Expenditures should also be within the goals set forth in the NMSL Five Year Plan 2018-2022, i.e.:

1. Expanding services for learning and access to information and educational resources, in all types of libraries for individuals of all ages in order to support such individuals' needs for education, lifelong learning, workforce development, and digital literacy skills;

2. Establishing or enhancing interlibrary resource sharing electronically via ILLiad and improve coordination among and between libraries in New Mexico for the purpose of improving the quality of and access to library information services;

3. Providing library services to visually impaired, rural, homebound, and underserved New Mexico residents, and

4. Expanding services for learning and access to information and educational resources, in all types of libraries for individuals of all ages in order to support such individuals' needs for education, lifelong learning, workforce development, and digital literacy skills;

### **Grant Requirements**

- Spend all grant funds by September 30, 2022.
- Maintain comprehensive records/invoices to complete the ARPA fund designated section on the FY22 Annual Report.

- o The NMSL *may require* invoices for items and/or services specific to ARPA funds.
- Grant records, including receipts, shall be kept by the library for three (3) years after the grant period ends on September 30, 2022.

If there are questions as how to expend ARPA funds, please contact the Library Development Bureau for clarification prior to making purchases – [Carmelita.Aragon@state.nm.us](mailto:Carmelita.Aragon@state.nm.us)

**Allowable Purchases** – IMLS ARPA funds **can** be used for (by way of example and not limitation):

- Library Collections
  - o Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
- Library Staff Salaries
  - o Regular library staff salaries for their work involving the library.
- Library Equipment
  - o Items associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, Wi-Fi hotspots, scanners, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
  - o COVID-19 related expenses for library staff and patrons. This includes PPE, cleaning supplies, movable/temporary plexiglass shields, etc.
  - o Expenditures associated with the delivery of library services, such as the library's catalog, programming supplies, electric bills, phone bills, directional signage, copy paper, security costs, etc.
  - o Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts, etc.

**Non-Allowable Purchases** – IMLS CARES Act funds **cannot** be used for:

- Administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services.
- Food, giveaways/incentives, college classes for library staff (i.e., tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to the delivery of basic library services to library patrons, including cost of parties, receptions, fund-raising events, other social functions, maintenance/cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, etc.
- Capital improvements and construction, including any permanent COVID-19 related fixtures.

**New Mexico State Library  
1209 Camino Carlos Rey  
Santa Fe, NM 87507**

**FY2022 American Rescue Plan Act (ARPA) Grant ALLOCATION NOTIFICATION**

1.	<b>Recipient Name:</b>	Truth or Consequences Public Library
2.	<b>Remit to Name and Address:</b>	City of Truth or Consequences, T or C Public Library 325 Library Lane T or C, NM 87901
3.	<b>State of NM Vendor #:</b>	54340
4.	<b>Project Title and Legal and Fiscal Data:</b>	American Rescue Plan Act (ARPA) Grant to Public Library Statute/Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.9 NMAC
5.	<b>State Library Contact:</b>	Carmelita Aragon New Mexico State Library Carmelita.Aragon@state.nm.us
6.	<b>Source of Funding:</b>	Federal American Rescue Plan Act (ARPA) Federal Award ID Number (FAIN) LS-250227-OLS-21
7.	<b>Grant Type and Amount Received:</b>	Library Type Grant: Public Library Branch(es) Grant: \$8914 Total Grant: \$26,742
8.	<b>Allocation Period:</b>	<b><u>ALL</u> ARPA FUNDS MUST BE SPENT BY SEPTEMBER 30, 2022.</b>
9.	<b>Terms and Conditions of Allocation:</b>	<p><b><i>American Rescue Plan Act (ARPA) Grant Funds may be used for:</i></b></p> <ol style="list-style-type: none"> <li><b><i>1) library collections;</i></b></li> <li><b><i>2) library staff salaries;</i></b></li> <li><b><i>3) library staff professional development;</i></b></li> <li><b><i>4) library equipment; or</i></b></li> <li><b><i>5) other operational expenditures associated with delivery of library services.</i></b></li> </ol> <p>Libraries must report how funds were spent in their Annual Report(s) and in the provided tracking sheet. A library's local budget shall not be reduced by its governing body as a result of eligibility for the grant. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.</p>
10.	<b>Date:</b>	January 20, 2022

# DOCUMENT #3

NEW MEXICO SELF INSURERS FUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

**New Mexico Self Insurers Fund**  
**CLAIMS ACCOUNT**  
**PO BOX 846**  
**SANTA FE, NM 87504-0846**

New Mexico Bank & Trust  
 Santa Fe, NM 87505

**CHECK NUMBER 804892**  
**DATE 03/09/2022**  
**AMOUNT 4,869.73**

**Pay** Forty Eight Hundred Sixty Nine Dollars And 73/100

TO THE ORDER OF  
 Truth or Consequences  
 05 Sims Street  
 Santa Fe, NM 87901

VOID AFTER SIX MONTHS FROM DATE OF TWO SIGNATURES REQUIRED

*[Signature]*  
*[Signature]*

⑈804892⑈ ⑆107006541⑆ 9996941595⑈

Company: NEW MEXICO SELF INSURER'S FUND  
 Payee: Truth or Consequences  
 IRS/SSN: 856000144  
 Examiner: AALDAZ

Check Number: 804892  
 Check Total: 4,869.73  
 Check Date: 03/09/2022

Incident Date	Account Number From Through	Claim Number Invoice #	Claimant Name	Description	Amount
04/15/2021	9996941595 03/09/2022 03/09/2022	2021028257	City of Truth or	Loss Payment -	4,869.73



# DOCUMENT #4

City of Truth or Consequences  
Parks & Recreation  
Ryan Lawler, Park & Rec. Manager  
2800 S. Broadway  
T or C, NM 87901

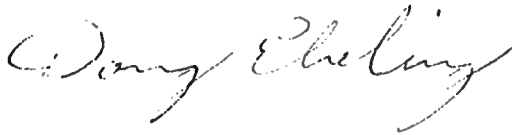
Budget to 101-1009-44607 Field  
Supplies

Feb 25, 2022

RE: Gun Range, northwest side of town.

Please accept my donation to help support your Gun Range in TorC, NM. I am a non-resident but enjoy visiting New Mexico and your town of Truth or Consequences. When there, I utilize your gun range and wish my own town offered such a nice facility for it's residents and visitors. Thank you for having this available.

Best Regards,



Doug Ebeling  
25715 White Springs Ct  
Spring, TX 77373

101-1009-37371

PAT EBELING  
DOUGLAS EBELING  
25715 WHITE SPRINGS CT.  
SPRING, TX 77373

32-61/1110 2363

DATE 2-25-22

PAY TO THE ORDER OF City of Truth or Consequences \$ 100.00  
One hundred and 00/100 DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO DONATION

Doug Ebeling



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

**MEETING DATE:** March 23, 2022

*Agenda Item #: H.2*

**SUBJECT:** Resolution No. 51 21/22 Approval for the City of Truth or Consequences to participate in the New Mexico Department of Transportation Municipal Arterial Program.

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** March 18, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

***Summary/Background:***

2022 NMDOT MAP Application Confirming The City Of Truth Or Consequences To Participate In The New Mexico Department Of Transportation Municipal Arterial Program Local Government Road Fund Program As defined in Attachment A – Scope of Work Project Name: Riverside Dr. from S. Date St. to S Pine St.

***Recommendation:***

Approve Resolution 51 21/22

***Attachments:***

- City of T or C 2022 NMDOT MAP Application
- Resolution 51 21/22

***Fiscal Impact (Finance):*** TBD

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

***Approved For Submittal By:*** ☒ Department Director

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

***Final Approval:*** ☒ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-23-2022



# MUNICIPAL ARTERIAL PROGRAM

Application for FY 2022/2023

**TRUTH OR  
CONSEQUENCES**



March 15, 2022

Clarissa Martinez, LGRF Coordinator  
NMDOT General Office  
1120 Cerrillos Road  
P.O. Box 1149  
Santa Fe, New Mexico 87504-1149

**Re: Municipal Arterial Program (MAP) Fiscal Year 2022/2023  
Riverside Drive from S. Date Street to S. Pine Street**

Dear Ms. Martinez:

On behalf of the City of Truth or Consequences, Wilson & Company is applying for the FY 2022/2023 Municipal Arterial Program (MAP). The scope of work includes planning, design, and construction for the full depth reconstruction of the N. Riverside Dr. from S. Date St. to S. Pine St. Design improvements include new curb & gutter, sidewalk, drainage, ADA accessibility, adjustment to existing utilities as required to accommodate new roadway improvements, and construction management.

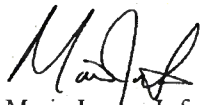
The total project cost is estimated at \$671,395.25 (including NMGRIT) and the **City is requesting \$503,546.44 in NMDOT funding.**

This project is eligible under the 2014 Local Government Road Fund Handbook, pages 61-62. The City of Truth of Consequences understands the cost share agreement and will set aside from its General Fund the 25% match requirement in its FY 2022 City Budget. Finally, the City of Truth or Consequences understands that this funding application, if selected, shall be completed 24 months of the executed NMDOT agreement.

Thank you in advance for your support and consideration of this project for the City of Truth or Consequences, it is greatly appreciated.

Should you have any questions regarding this MAP application, please feel free to call me at 505-715-2541 (cell) or 505-348-4070 or email at [mario.juarez@wilsonco.com](mailto:mario.juarez@wilsonco.com).

Sincerely,



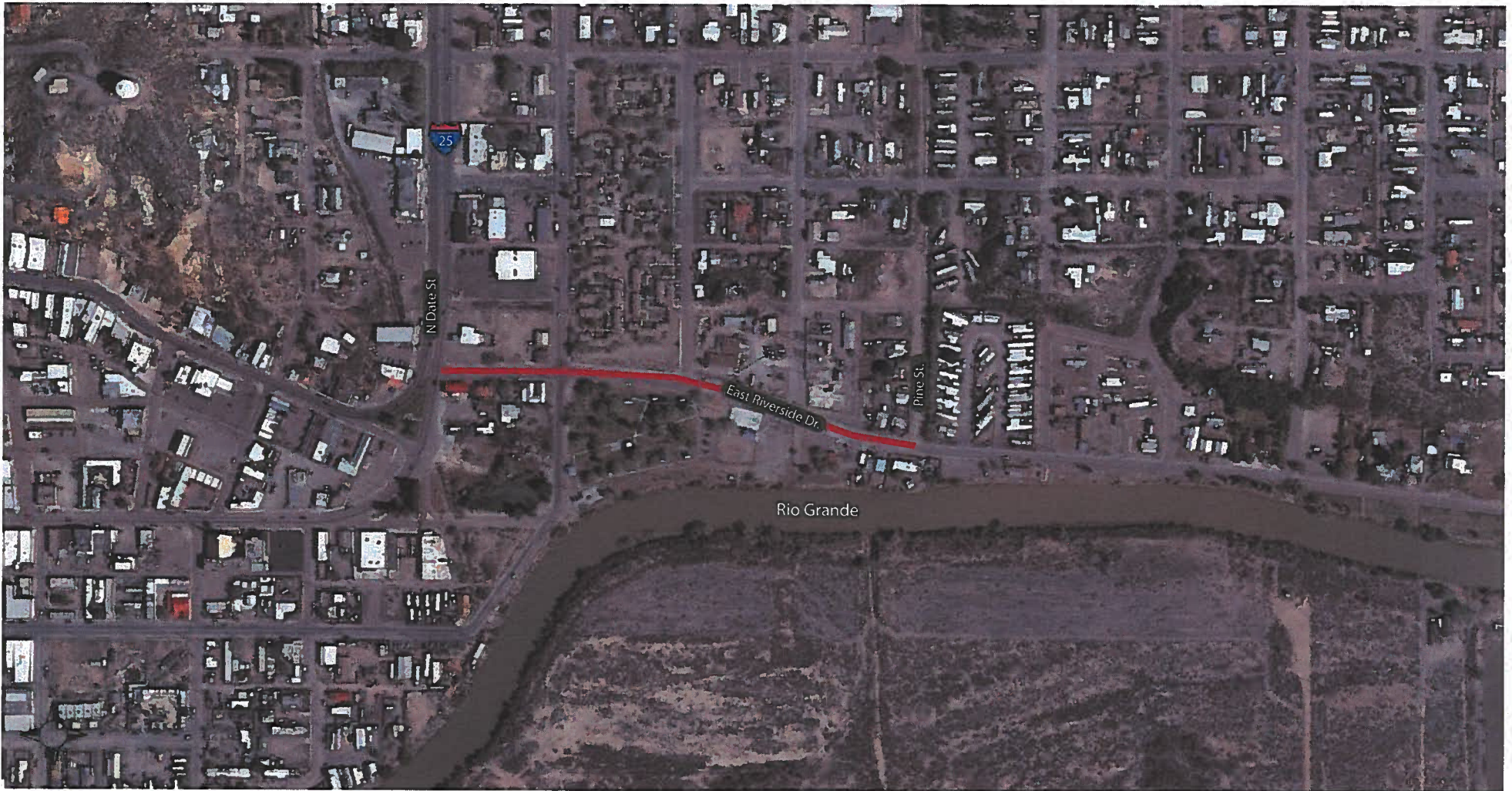
Mario Juarez-Infante, PE  
Vice President





## NMDOT LGRF Municipal Arterial Program (MAP) Location Map FY 2022/2023

Riverside Dr. from Date St. to Pine St.

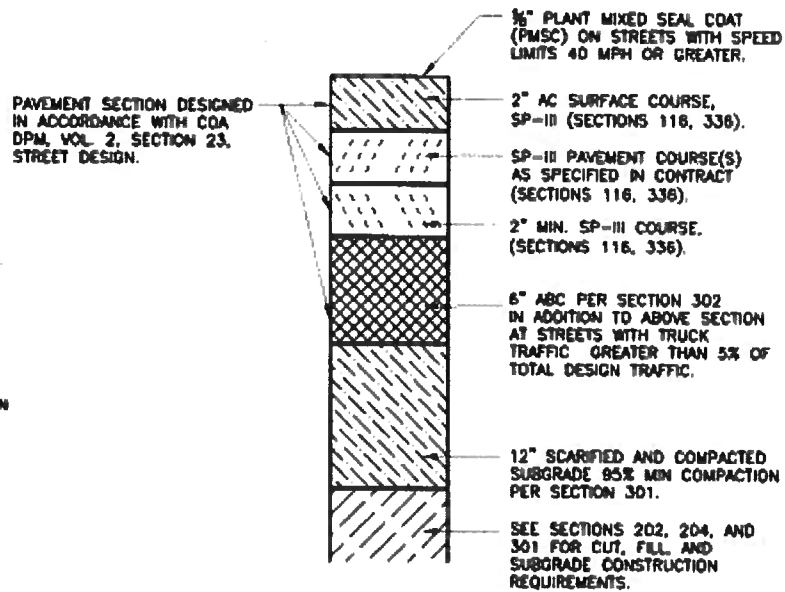


### Legend

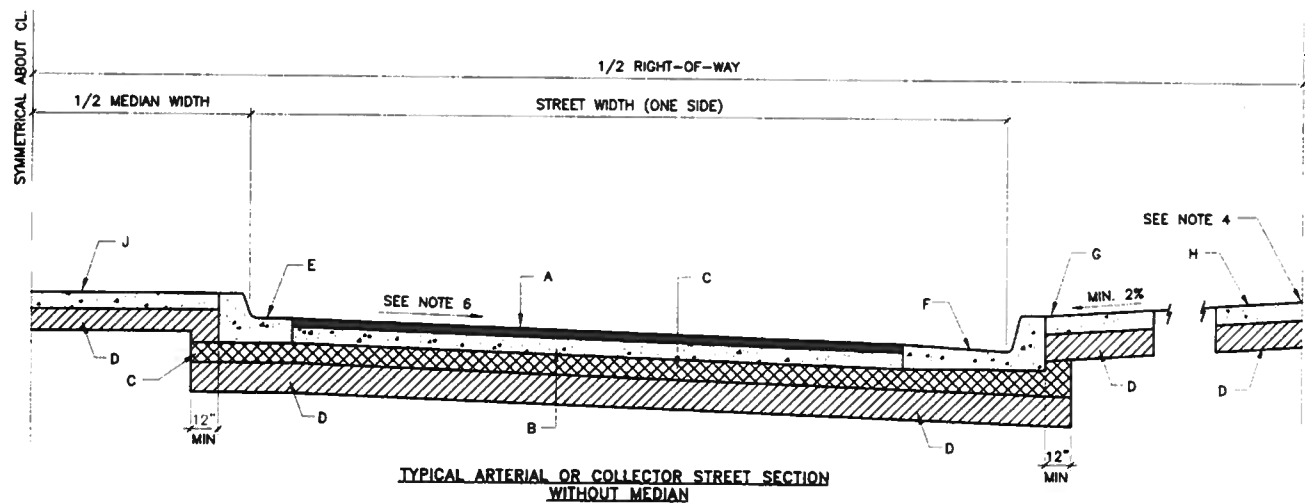
— Project Location

## **Traffic Volumes**

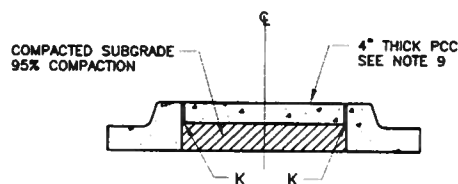
**Not Applicable.**



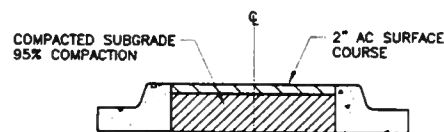
**FLEXIBLE PAVEMENT SECTION**



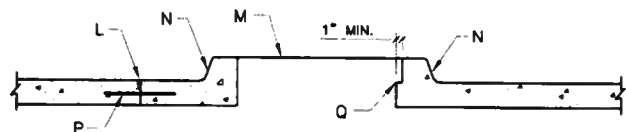
**TYPICAL ARTERIAL OR COLLECTOR STREET SECTION  
WITHOUT MEDIAN**



**CONCRETE MEDIAN PAVING SECTION  
(WIDTH VARIES)**

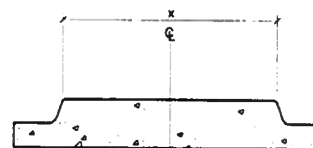


**BITUMINOUS MEDIAN PAVING SECTION  
(WIDTH VARIES)**



**CAST CURB & GUTTER**

**INTEGRAL CAST OR EXTRUDED  
PINNED CURB**



**CAST INTEGRAL MEDIAN  
WHERE x > 4 FT**

**GENERAL NOTES:**

1. STRUCTURAL THICKNESS OR PAVEMENT COMPONENTS WILL BE PER PAVEMENT DESIGN.
2. ALL SUBGRADE COMPACTION FOR C & G SHALL EXTEND 12" MIN ON EITHER SIDE OF C & G OR CURB SECTION.
3. SUBGRADE PREPARATION UNDER SIDEWALK AND DRIVE PADS SHALL BE INCLUDED WITH THE PARTICULAR ITEM.
4. FINISH GRADE AT PROPERTY LINE SHALL BE BASED ON A MIN 2% SLOPE FROM TOP OF CURB.
5. SLOPE EASEMENT REQUIREMENTS WILL BE SHOWN ON PROJECT CONSTRUCTION PLANS.
6. TRANSVERSE SLOPE FOR PAVEMENT SHALL BE 2% TYPICAL.
7. PAVEMENT FINISH GRADES AND ELEVATIONS SHALL BE MET BY ASPHALT CONCRETE (AC) SURFACE COURSE.
8. PLANT MIX SEAL SHALL BE PLACES ABOVE THE TOE OF THE GUTTER.
9. PORTLAND CEMENT CONCRETE (PCC) MEDIAN PAVEMENT SHALL BE TEXTURED CONCRETE RUNNING BOND PATTERN TRANSVERSE TO CENTERLINE COLOR AS SPECIFIED.
10. SEE STANDARD DWG. 2407 FOR ARTERIAL/COLLECTOR, FLEXIBLE OR RIGID PAVEMENT SECTION.

**CONSTRUCTION NOTES:**

- A. ASPHALT CONCRETE (AC) SURFACE COURSE.
- B. ASPHALT CONCRETE (AC) PAVEMENT.
- C. COMPACTED BASE.
- D. COMPACTED SUBGRADE, 95% MIN.
- E. CURB & GUTTER MEDIAN.
- F. CURB & GUTTER STANDARD.
- G. SIDEWALK ADJACENT TO CURB (NON-STANDARD, VARIANCE REQUIRED).
- H. SIDEWALK AT STANDARD SETBACK.
- J. MEDIAN.
- K. 1/2" EXPANSION JOINT MATERIAL.
- L. SAW & SEAL JOINT PER STD. DETAIL.
- M. TYPICAL MEDIAN PAVING (SEE DETAIL).
- N. SEAL JOINT TO TOP OF CURB.
- P. #4 X 30" TIE BAR @ 2'-0" O.C. EXTENSION NOT REQUIRED AT INTEGRAL.
- Q. EXTENSION NOT REQUIRED AT INTEGRAL CAST CURB.

REVISIONS	NM APWA
9/91	PAVING
12/15/92	ART./COLL. ST. SECTIONS
8/29/94	WITH MEDIAN
	DWG. 2408 FEB. 2006

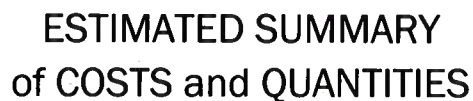
## **Major Intersections & Traffic Signal Analysis**

**Not Applicable.**



# **Drainage Report**

**Not Applicable.**

[illegible]

*Amanda Forrister  
Mayor*

*Rolf Hechler  
Mayor Pro-Tem*

*Merry Jo Fahl  
Commissioner*



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

*Destiny Mitchell  
Commissioner*

*Shelly Harrelson  
Commissioner*

*Bruce Swingle  
City Manager*

## **RESOLUTION NO. 51**

### **A RESOLUTION CONFIRMING THE CITY OF TRUTH OR CONSEQUENCES TO PARTICIPATE IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION MUNICIPAL ARTERIAL PROGRAM LOCAL GOVERNMENT ROAD FUND PROGRAM**

**WHEREAS**, The City of Truth or Consequences allocates from its General Fund, as its local match to State Funds;

**WHEREAS**, The City of Truth or Consequences will have available funds representing the total cost of the proposed project and will be available when the agreement becomes effective, and;

**WHEREAS**, Attachment "A" indicates the scope and locations of the proposed work.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Governing Body of the City of Truth or Consequences, New Mexico approves participation in the scope of work and cost for the FY 2022/2023 Municipal Arterial Program,

**BE IT RESOLVED**, that City Manager Bruce Swingle is hereby designated as the City's Representative on behalf of this application.

**PASSED, APPROVED AND ADOPTED THIS 23rd day of March 2022.**

---

Amanda Forrester, Mayor

**ATTEST:**

---

Angela A. Torres, Interim City Clerk

### **Attachment A – Scope of Work**

**Project Name: Riverside Dr. from S. Date St. to S Pine St.**

**Planning and design, and construction for the full depth reconstruction of the N. Riverside Dr. from S. Date St. to S. Pine St. Design improvements include new curb & gutter, sidewalk, drainage, ADA accessibility, adjustment to existing utilities as required to accommodate new roadway improvements, and construction management.**



**NMDOT LGRF Municipal Arterial Program (MAP) Location Map FY 2022/2023**  
 Riverside Dr. from Date St. to Pine St.



**Legend**

— Project Location

**WILSON  
& COMPANY**  
 HIGHER RELATIONSHIPS

**Total Project Amount**  
 \$671,395.25

**NMDOT MAP Funding  
 Request Amount**  
 \$503,546.44

**Reference**  
 Amanda Forrester,  
 Mayor  
 City of Truth or  
 Consequences  
 505 Simms  
 Truth or Consequences,  
 NM 87901  
 Office: (575) 894-6673

## Riverside Dr. Roadway & Drainage Improvements (from S. Date St. to S. Pine St.)

Riverside Dr. is the primary transportation corridor that provides east-west mobility and is a major local service street in the City, which ties into NM 51. The scope of work for this project is for planning, design, and construction for the full depth reconstruction of the N. Riverside Dr. from S. Date St. to S. Pine St. Design improvements include new curb & gutter, sidewalk, drainage, ADA accessibility, adjustment to existing utilities as required to accommodate new roadway improvements, and construction management. The City is requesting NMDOT funding in the amount of \$503,546.44.





---

4401 Masthead Street NE, Suite 150  
Albuquerque, NM 87109  
phone: 505-348-4000  
[wilsonco.com](http://wilsonco.com)

***WILSON***  
***& COMPANY***

*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*

## **RESOLUTION NO. 51 21/22**

### **A RESOLUTION CONFIRMING THE CITY OF TRUTH OR CONSEQUENCES TO PARTICIPATE IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION MUNICIPAL ARTERIAL PROGRAM LOCAL GOVERNMENT ROAD FUND PROGRAM**

**WHEREAS,** The City of Truth or Consequences allocates from its General Fund, as its local match to State Funds;

**WHEREAS,** The City of Truth or Consequences will have available funds representing the total cost of the proposed project and will be available when the agreement becomes effective, and;

**WHEREAS,** Attachment “A” indicates the scope and locations of the proposed work.

**NOW, THEREFORE, BE IT RESOLVED THAT,** the Governing Body of the City of Truth or Consequences, New Mexico approves participation in the scope of work and cost for the FY 2022/2023 Municipal Arterial Program,

**BE IT RESOLVED,** that City Manager Bruce Swingle is hereby designated as the City’s Representative on behalf of this application.

**PASSED, APPROVED AND ADOPTED THIS 23rd day of March 2022.**

---

Amanda Forrister, Mayor

**ATTEST:**

---

Angela A. Torres, City Clerk

## **Attachment A – Scope of Work**

**Project Name: Riverside Dr. from S. Date St. to S Pine St.**

**Planning and design, and construction for the full depth reconstruction of the N. Riverside Dr. from S. Date St. to S. Pine St. Design improvements include new curb & gutter, sidewalk, drainage, ADA accessibility, adjustment to existing utilities as required to accommodate new roadway improvements, and construction management.**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

*Agenda Item #: I.1*

**SUBJECT:** Spaceport America Update  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** March 17, 2022  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Scott McLaughlin & Chris Lopez

**Summary/Background:**

Update commission and community on Spaceport America.

**Recommendation:**

None.

**Attachments:**

- Presentation Only.
- .

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

-

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

-

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 3-23-2022



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

Agenda Item #: I.2

**SUBJECT:** Law Enforcement Protection Funds (LEPF) Application.

**DEPARTMENT:** Police Department

**DATE SUBMITTED:** March 17, 2021

**SUBMITTED BY:** Chief of Police Victor Rodriguez

**WHO WILL PRESENT THE ITEM:** City Manager Swingle

### **Summary/Background:**

LEPF distributions are made annually by the Department of Finance and Administration (DFA), Local Government Division (LGD), based on an application process. DFA/LGD mails out application packets to past applicants by mid-February and applications are due back to LGD no later than March 31<sup>st</sup>.

Class 1 departments (population of 0 to 20,000) are entitled to a base amount of \$20,000. Additionally, we will receive \$600.00 per certified Officer.

Eligible use of such funds include: 1. The repair and purchase of law enforcement apparatus and equipment; 2. expenses associated with advanced law enforcement planning and training; 3. complying with match or contribution requirements for the receipt of federal funds relating to criminal justice programs; 4. no more than fifty percent of the replacement salaries of municipal and county law enforcement personnel of municipalities and counties rated as Class 1 participating in basic law enforcement training.

### **Recommendation:**

Approval of application.

### **Attachments:**

Law Enforcement Protection Funds Application.

-

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

-

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

.

**Approved For Submittal By:** ☒ Department Director

**Reviewed by:** ☐ City Clerk ☒ Finance ☒ Legal ☒ Other: Police Chief

**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 3-23-2022



NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

LOCAL GOVERNMENT DIVISION

County/Municipality/School District/University

Application for Law Enforcement Protection Funds (LEPF)

For the July 1, 2022 – June 30, 2023 Fiscal Year

Name of Local Entity Applying for LEPF: City of Truth or Consequences Police Department

STATUTORY COMPLIANCE CERTIFICATION

*Under penalty of law, I hereby certify that to the best of my knowledge and belief, my local law enforcement agency is in compliance with the statutory requirements stated below: [Police Chief or Sheriff must initial each section. Indicate "N/A" if section doesn't apply to your local law enforcement agency.]*

1. (initials) By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-3-11.C. NMSA 1978: Every law enforcement agency in the state shall: (1) submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; (2) submit any other crime incident information as may be required by the department of public safety; and (3) use the unique code assigned to the crime from the master charge code table distributed by the New Mexico justice information sharing council for the automated fingerprint identification system and use uniform crime incident reporting as provided by the department for all incidents and arrests.
2. (initials) By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7-7.1.B. NMSA 1978: All certified police officers who are eligible for in-service training shall, during each twenty-four month period of employment, complete a minimum of forth hours of in-service law enforcement training in courses approved by the board. All certified police officers shall provide proof of completing in-service law enforcement training requirements to the director no later than March 1 of the year in which the requirements must be met. The director shall provide annual notice to all certified police officers regarding in-service law enforcement training requirements. Failure to complete in-service law enforcement training requirements may be grounds for suspension of a certified police officer's certification. A police officer's certification may be reinstated by the board when the police officer presents the board with evidence of satisfying in-service law enforcement training requirements.
3. (initials) By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7-7.2. NMSA 1978: Every law enforcement agency within the state shall submit quarterly a report to the director on the status of each police officer employed by the law enforcement agency. The reports shall include the status of in-service law enforcement training. The reporting forms and submittal dates shall be prescribed by the director.

4. N/A By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7C-7. NMSA 1978: A. In-service telecommunicator training consists of at least twenty hours of board-approved advanced training, including one hour of crisis management, including crisis intervention, confrontation de-escalation practicum and proper interaction with persons with mental impairments training, for each certified telecommunicator during each two-year period. The first training course shall commence no later than twelve months after graduation from a board-approved basic telecommunicator training program. B. A certified telecommunicator shall provide proof of completion of in-service training requirements to the director no later than March 1 of the year subsequent to the year in which the requirements are met. The director shall provide annual notice to all certified telecommunicators regarding in-service training requirements. Failure to complete in-service training requirements may be grounds for suspension of a telecommunicator's certification at the director's discretion. A telecommunicator may be reinstated at the discretion of the director when the telecommunicator presents to the director evidence the telecommunicator has satisfied the in-service training requirements. C. As used in this section, "mental impairment" includes a mental illness, developmental disability, posttraumatic stress disorder, dual diagnosis, autism, youth in crisis and traumatic brain injury.

5. N/A By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7C-8. NMSA 1978: A. A safety agency that operates within the state shall submit a quarterly report to the director on the status of each telecommunicator. The reporting forms and submittal dates shall be prescribed by the director. B. The director shall maintain a roster of all certified telecommunicators.

#### APPLICATION CERTIFICATION

*Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application and supporting documentation is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3.*

##### Section 1: Must be signed by Police Chief or Sheriff

Signature:  Date: 03/15/22

Printed Name: Victor Rodriguez Title: Chief of Police

##### Section 2: Must be signed by Mayor, County Chairman, School Superintendent, or University Chief Financial Officer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

*Agenda Item #: I.3*

**SUBJECT:** Approve and execute Utility Cooperative Agreement with NMDOT for the relocation of Water Line and Sanitary Sewer as part of the I-25 Business Loop Project

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** March 18, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

**Summary/Background:**

City has agreed to partner with the State for the relocation of Water Line and Sanitary Sewer Line as part of the State's I-25 Business Loop Roundabout Project and will reimburse the State for the by providing one lump sum payment for the entire amount

**Recommendation:**

Approve and execute the Construction Contract with NMDOT

**Attachments:**

- Utility Cooperative Agreement
- Probable Costs
- Map

**Fiscal Impact (Finance):** TBD

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

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-23-22

Contract No  
Vendor No. 000054340  
Project No. 1101231  
Control No. 1101231

**UTILITY COOPERATIVE AGREEMENT  
NEW MEXICO DEPARTMENT OF TRANSPORTATION  
CITY OF TRUTH or CONSEQUENCES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, herein referred to as "**STATE**", and the **CITY OF TRUTH or CONSEQUENCES** herein referred to as "**CITY**", pursuant to NMSA 1978, Section 67-3-28, as amended, and Sections 67-8-15 thru 67-8-21.

**RECITALS**

**WHEREAS**, the **STATE** plans to improve the roadway Date street between Mile Post 4.3 North to Mile Post 4.6, identified as I-25 Business Loop, further identified as **Project Number 1101231, Control Number 1101231**, herein referred to as the "**PROJECT**", located within the limits of Sierra County, New Mexico; and

**WHEREAS**, the **CITY** maintains a Water Line and Sanitary Sewer Line along the existing roadway to be relocated and desires to relocate its Water Line and protect its Sanitary Sewer Line upon completion of the Roadway, within highway right of way, and requests assistance from the **STATE** to effect said relocation; the details of said Water Line and Sanitary Sewer Line relocations are itemized in the attached Estimate designated as Exhibit "A"; and

**WHEREAS**, the **CITY** desires that the **STATE** relocate their Water Line and Sanitary Sewer Line as part of the **STATE'S PROJECT** construction contract; and

**WHEREAS**, the **CITY** desires to reimburse the **STATE** for the cost of the Water Line and Sanitary Sewer Line by providing one lump sum payment for the entire amount; and

**WHEREAS**, the **STATE** is agreeable to relocating the **CITY'S** Water Line and Sanitary Sewer Line as part of the **PROJECT** conditioned upon the **CITY'S** reimbursement of the costs.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION ONE - PURPOSE:**

The purpose of this **AGREEMENT** is to specify and delineate the rights and duties of the parties hereto pertaining to the relocation of the **CITY'S** Water Line and Sanitary Sewer Line as part of the **STATE'S PROJECT**.

**SECTION TWO - THE STATE:**

1. In its **PROJECT** plans and contract for construction of the **PROJECT**, the **STATE** shall include provisions for the **STATE'S** contractor to relocate the **CITY'S** Water Line and Sanitary Sewer Line in accordance with Exhibit "B", being the **STATE'S** Construction Plans and NMDOT Standard Specifications for Highway and Bridge Construction, current edition the **PROJECT**, and the **CITY'S** Utilities Standards and Revisions, and both Specifications are hereby incorporated by reference into this **AGREEMENT**. The **STATE'S** project construction plans shall include utility plan sheets in the "11" series, attached hereto and also designated as Exhibit "B". The **STATE** does not and shall not warrant or guarantee the quality of work performed by the **STATE'S** contractor, nor shall the **STATE** be responsible for any damage or injury caused to the **CITY** or its property by the **STATE'S** contractor.
2. During construction, the **STATE** shall not exclude the **CITY'S** designated representative from the site so long as such person strictly abides by all the rules and regulations promulgated by the **STATE**. The **STATE** shall include provisions in its contract with its contractor to extend the hold harmless provisions of Section 107.29 of the **STATE'S** NMDOT Standard Specifications for Highway and Bridge Construction, current edition, to the **CITY** so that the **CITY** is included as an additional insured by the **STATE'S** contractor.
3. The **DEPARTMENT** shall require its Contractor to perform all construction pursuant to: MAP-21 "Moving Ahead for Progress in the 21st Century Act," <https://www.fhwa.dot.gov/construction/cqit/buyam.cfm> and (23U.S.C313) implemented by the Federal Highway Administration October 1, 2012; identifies the requirement's that utility owners must use "steel, iron and manufactured products that are produced in the United States."



### **SECTION THREE - THE CITY:**

1. The **CITY** shall Provide inspection and acceptance of the relocation work performed on Facilities by the **DEPARTMENT'S** Contractor.
2. The **CITY** shall Provide requested project related information to the **DEPARTMENT** and **DEPARTMENT'S** Contractor within 24 hours of any request.
3. The **CITY** shall provide funding to the **STATE** for all relocation costs of the **CITY'S** Water Line and Sanitary Sewer Line based upon the detailed estimate provided by the **CITY**, specified in Exhibit "A". Upon opening of the bids, the bid items of the apparent low bidder included for the relocation of the **CITY'S** Water Line and Sanitary Sewer Line will be totaled. If the total bid amount of the bid is greater than the **CITY'S** estimate of the costs of the relocation, the **CITY** shall provide additional funding in the amount of the difference. Should the bid amount be less, the **STATE** will proceed with the **PROJECT** until the completion and the **CITY** shall reimburse the **STATE** for the total cost of the relocation as provided herein. Any change orders that may occur during relocation shall be reimbursed by the **CITY** to the **STATE**. The **CITY** shall also reimburse the **STATE** for any additional expenses incurred by the **STATE** for any contractor delay claim made due to delays caused by the project change orders made at the request of the **CITY** regarding the Water Line and Sanitary Sewer Line. All such change orders must be requested in writing by the **CITY** and have written **STATE** approval.
4. The **CITY** shall reimburse the **STATE** for the cost of the work pursuant to the terms of the **AGREEMENT** and the **STATE** shall withhold a 10 percent retainage to insure that the Water Line and Sanitary Sewer Line is done in a good and workmanlike manner and in substantial compliance with the specifications referred hereto as Exhibit "B". Upon satisfactory completion of the **PROJECT**, the **STATE** shall pay to the **CITY** any unused funds attributable to the **CITY'S** replacement.
5. Payment for any necessary work added and approved by the **CITY** shall be due within sixty (60) calendar days of the date of the billing by the **STATE**. If payment is not made and the account becomes delinquent after the due date, interest shall accrue on the unpaid balance at the rate of 10% per annum until the account becomes current.
6. Any necessary coordination or advisory regulations, ordinances, "codes, or other" requirements involving **CITY** officials and functionaries regarding the shutdown of utilities or temporary outages and notifications shall be the responsibility of the **CITY**.

The **STATE** shall instruct its contractor to provide twenty-four (24) hour advance notice to the **CITY** prior to any required shutdown or temporary outages of utilities.

7. The **CITY** understands and agrees that a six percent (6%) Construction, Engineering & Inspection (CE&I) surcharge shall be applied to the costs of the Water Line and Sanitary Sewer Line relocations to cover the **STATE'S** construction, engineering, and inspection costs.
8. The **STATE** expressly does not warrant or guarantee the quality of the work to be performed by the **STATE** contractor and shall not be responsible for any damage or injury caused to the **CITY** or its property by the **STATE** contractor. Upon completion of the Water Line and Sanitary Sewer Line relocations, the **CITY** shall assume total responsibility for the maintenance and operation of the Water Line and Sanitary Sewer Line including all costs associated therewith.

#### **SECTION FOUR - OWNERSHIP:**

By mere reason of the **STATE'S** participation in the relocations of the Water Line and Sanitary Sewer Line the **STATE** is not incorporating this utility system into the **STATE** Highway System nor is the **STATE** assuming ownership, maintenance, responsibility or liability for participation in the relocations of the Water Line and Sanitary Sewer Line. The **CITY** shall be the sole owner of the Water Line and Sanitary Sewer Line and solely liable for the operation and maintenance, including all costs associated therewith.

#### **SECTION FIVE - STATE'S AUTHORIZATION OF EXPENDITURES:**

This **AGREEMENT** is contingent upon sufficient appropriations made by the Legislature of New Mexico for the performance of this **AGREEMENT**. If sufficient appropriations and authorizations are not made by the Legislature, this **AGREEMENT** shall terminate upon written notice given by the **STATE**. The **STATE'S** decision as to whether sufficient appropriations are available shall be accepted by the parties hereto and shall be final.

#### **SECTION SIX - INTENT OF THIS AGREEMENT:**

It is specifically agreed between the parties executing this **AGREEMENT**, that it is not intended by any of the provisions of any part of this **AGREEMENT** to create in the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the **AGREEMENT** to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claims whatsoever, pursuant to the provisions of this **AGREEMENT**.

**SECTION SEVEN - NEW MEXICO TORT CLAIMS ACT:**

By entering into this **AGREEMENT**, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this **AGREEMENT**. Any liability incurred in connection with this **AGREEMENT** is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law and the New Mexico Tort Claims Act. The **CITY**, and their "public employees" and the **STATE**, and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this **AGREEMENT** modifies and/or waives any provision of the New Mexico Tort Claims Act.

**SECTION EIGHT - TERMS OF THIS AGREEMENT:**

That performance of all duties and obligations herein will conform with and not contravene any applicable federal, **STATE**, and local laws.

**SECTION NINE - UNEXPENDED AND UNENCUMBERED PROPERTIES:**

If upon termination of this **AGREEMENT**, there remains any property, materials or equipment belonging to the **STATE**, the **STATE** shall account for and dispose of same in its discretion.

**SECTION TEN - ACCOUNTING OF RECEIPTS AND DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto.

**SECTION ELEVEN - EQUAL OPPORTUNITY COMPLIANCE:**

The Parties agree to abide by all Federal and **STATE** Laws and rules and regulations, and executive orders of the Governor of the **STATE** of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the **STATE** of New Mexico, the Parties agree to assure that no person in the United **STATES** shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this **AGREEMENT**. If the Parties are found to not be in compliance with these requirements during the life of this **AGREEMENT**, the Parties agree to take appropriate steps to correct these deficiencies.

**SECTION TWELVE - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:**

The **STATE** and **CITY** shall comply with all federal, **STATE**, and local laws and ordinances applicable to the work called for herein. The **STATE** and **CITY** further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans With Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented by the Department of Labor Regulations (41 CFR 60). Accordingly, 49 CFR 21 is applicable to this **AGREEMENT** and incorporated herein by reference.

**SECTION THIRTEEN - SEVERABILITY:**

In the event that any portion of this **AGREEMENT** is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this **AGREEMENT** shall remain in full force and effect.

**SECTION FOURTEEN - MERGER:**

This **AGREEMENT** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written **AGREEMENT**.

No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this **AGREEMENT**. The terms of this **AGREEMENT** are lawful. The performance of all duties and obligations herein shall conform with and do not contravene any applicable **STATE**, local, or federal statutes, regulations, rules, or ordinance

**SECTION FIFTEEN - AMENDMENT:**

This **AGREEMENT** shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

**SECTION SIXTEEN - EXPIRATION:**

This **AGREEMENT** shall expire 180 days after final acceptance of the highway construction project listed above, unless terminated earlier by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
**SECRETARY OR DESIGNEE**

Date: \_\_\_\_\_

**CITY OF TRUTH or CONSEQUENCES**

By: \_\_\_\_\_  
**Mayor**

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S  
OFFICE OF GENERAL COUNSEL**

By: \_\_\_\_\_  
**Assistant General Counsel**

Date: \_\_\_\_\_



**I-25 BUSINESS LOOP (CN 1101231 & 1101232)**  
**CITY OF TRUTH OR CONSEQUENCES OPINION OF PROBABLE COST**  
**2/9/2022**

**PHASE I (WATER & SANITARY SEWER TOTALS)**

BID ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
663206	WATER SYSTEM	LS	LS	\$ 83,832.00	\$ 83,832.00
663207	SEWER SYSTEM	LS	LS	\$ 252,850.00	\$ 252,850.00
<b>CITY FUNDED TOTAL (PHASE I)</b>					<b>\$ 336,682.00</b>
<b>ENGINEERING &amp; CONTINGENCY (E&amp;C) - 20%</b>					<b>\$ 67,336.40</b>
<b>CONSTRUCTION, ENGINEERING, &amp; INSPECTION - 6%</b>					<b>\$ 20,200.92</b>
<b>NMGRT (9%)</b>					<b>\$ 38,179.74</b>
<b>GRAND TOTAL</b>					<b>\$ 462,399.06</b>
<b>GRAND TOTAL (ROUNDED)</b>					<b>\$ 463,000.00</b>

NOTE: COSTS SHOWN IN THIS OPINION OF PROBABLE COST ARE BASED ON CURRENT CONSTRUCTION COSTS AND LIKELY WILL INCREASE BASED ON FUTURE CONSTRUCTION COSTS WHEN PROJECT IS LET FOR CONSTRUCTION.

**PHASE I WATERLINE**

<b>LINE ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>
1	8" WATERLINE ALL DEPTHS	1,103	L.F.
2	CUT AND CAP WATERLINE	4	EACH
3	CONNECTION TO EXISTING WATER LINE, PRESSURIZED CONNECTION	4	EACH
4	VALVE BOX WITH COVER	7	EACH
5	GATE VALVE-8"	6	EACH
6	AIR RELEASE VALVE	1	EACH
7	SERVICE LINE TRANSFER, INCLUDING TAPPING SADDLE, 3/4" to 1-1/2" INCH TUBING, CORP STOP, CURB STOP, COPPER SETTLER. METER NOT INCLUDED.	1	EACH
<b>BASE BID ITEM No. 663206 - WATER SYSTEM (LUMP SUM)</b>			

NOTE: TRENCHING, BACKFILL, COMPACTION, RESTRAINED JOINTS, AND FITTINGS ARE INCLUDED IN ITEM 1 "8" WATERLINE ALL DEPTHS" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

<b>UNIT COST</b>	<b>COST</b>
\$44.00	\$48,532.00
\$100.00	\$400.00
\$1,950.00	\$7,800.00
\$1,150.00	\$8,050.00
\$1,725.00	\$10,350.00
\$6,900.00	\$6,900.00
\$1,800.00	\$1,800.00

**SUBTOTAL                    \$83,832.00**

**20% CONTINGENCY       \$16,766.40**

**6% Construction, Engineering, &  
Inspection                \$5,029.92**

**NMGRT (9%)               \$9,506.55**

**TOTAL COSTS (ROUNDED) \$116,000.00**

**PHASE I SEWER LINE**

<b>LINE ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>
1	MANHOLE TYPE C-4' DIAMETER OVER 6' TO 10' DEPTH	1	EACH
2	MANHOLE TYPE E-4' DIAMETER OVER 10' TO 14' DEPTH	2	EACH
3	MANHOLE EXTENSION	2	EACH
4	POLYVINYL CHLORIDE PIPE-8"	1,130	LF
5	BYPASS PUMPING	200	HOURL
6	CONNECTION OF NEW SEWER LINE TO EXISTING MANHOLE	2	EACH
7	SANITARY SEWER SERVICE CONNECTIONS	7	EACH
8	REMOVE EXISTING SAS PIPE	1,130	L.F.
9	REMOVE EXISTING MANHOLE	2	EACH
<b>BASE BID ITEM No. 663207 - SEWER SYSTEM (LUMP SUM)</b>			

NOTE: TRENCHING, BACKFILL, AND COMPACTION ARE INCLUDED IN LINE ITEM 4  
 "POLYVINYL CHLORIDE PIPE-8"" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.  
 THE REMOVAL OF THE SURFACING IS INCLUDED WITH THE NMDOT CONTRACT AND IS NOT  
 CONSIDERED TO BE INCIDENTAL TO THE SEWER LINE REPLACEMENT.

<b>UNIT COST</b>	<b>COST</b>
\$11,500.00	\$11,500.00
\$17,250.00	\$34,500.00
\$1,150.00	\$2,300.00
\$50.00	\$56,500.00
\$575.00	\$115,000.00
\$1,150.00	\$2,300.00
\$1,150.00	\$8,050.00
\$15.00	\$16,950.00
\$2,875.00	\$5,750.00

**SUBTOTAL \$252,850.00**

**20% CONTINGENCY \$50,570.00**

**6% Construction, Engineering, &  
Inspection \$15,171.00**

**NMGRT (9%) \$28,673.19**

**TOTAL COSTS (ROUNDED) \$348,000.00**



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

*Agenda Item #: I.4*

**SUBJECT:** Approval of Contract with Bohannon Huston  
**DEPARTMENT:** Finance Department  
**DATE SUBMITTED:** March 15, 2022  
**SUBMITTED BY:** Carol Kirkpatrick, Finance Director  
**WHO WILL PRESENT THE ITEM:** Carol Kirkpatrick, Finance Director

**Summary/Background:** Award recommendation presented to the Commission on 4/20/21 for RFP #20-21-011, Multiple Engineering and Architecture Projects Under a Single Contract. Original Contract submitted to Commission for approval on 11-17-21. Contractor requested language changes in contract, approved by legal counsel.

**Recommendation:**

Approval of Contract.

**Attachments:**

- Award letter Bohannon Huston
- Contract
- RFP 20-21-011

**Fiscal Impact (Finance): Yes**

Contract services per task order, varying costs

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

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 3-23-2022

**CITY OF TRUTH OR CONSEQUENCES  
PROFESSIONAL SERVICES CONTRACT**

**FOR  
ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE  
ARCHITECTURAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into this 23<sup>rd</sup> day of March, 2022 ("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 Bohannon Huston ("Contractor"), with its principal place of business at 485 S. Telshor Blvd. Suite C-103, Las Cruces, NM 88011-8237 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 March 23, 2022 and ends on March 22, 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, AND WARRANTIES**

- 5.1 Contractor covenants, represents and agrees 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 agrees 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 agrees 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 agrees 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 agrees that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.
- 5.6 Contractor covenants, represents and agrees 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 agrees that each individual signing this Contract on behalf of Contractor represents and agrees 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 agrees 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 agrees 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 with a minimum limit of two million dollars (\$2,000,000.00) per occurrence. 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's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- 14.5 Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract.** Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or material change, which shall be mailed or delivered to:

The City of Truth or Consequences  
Attention: Chief Procurement Officer  
505 Sims Street  
Truth or Consequences, NM 87901

- 14.6 Contractor shall carry Workers' Compensation insurance as required by law.

## **15. INDEMNIFICATION/HOLD HARMLESS**

- 15.1 Contractor shall defend, indemnify, and hold harmless the City, its Commissioners, employees, and agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of negligence of Contractor or 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. The City shall have the right to choose its own legal counsel.
- 15.2 The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

## **16. PROFESSIONAL RESPONSIBILITY**

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the

standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

## **17. BONDS**

If required by the City, Contractor agrees to furnish in connection with the performance of the Work under this Contract, a payment bond for the protection of persons furnishing material and labor and a performance bond for the protection of the City and in a form acceptable to the City. The penal sum of each bond shall be one hundred percent (100%) of the Contract price. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to the City, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

## **18. RELEASE**

Contractor hereby accepts the City premises and adjoining areas as is and releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor's use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The City assumes no responsibility whatsoever for any property placed on any City premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property upon City premises.

## **19. CONTRACTOR STATUS**

The City and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The City is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. Contractor shall employ

and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the City. None of the benefits provided by the City to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the City to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the City has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

## **20. SUBCONTRACTORS**

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the City. Any attempt by Contractor to subcontract without the prior consent of the City may be deemed a material breach of this Contract. Subcontracts made without the City's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the City's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the City.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the City may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the City.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the City's approval of the Contractor's proposed subcontract.

The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this City right.

Contractor shall indemnify and hold the City harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other

compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the City from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

City of Truth or Consequences  
Attention: Chief Procurement Officer  
505 Sims Street  
Truth or Consequences, NM 87901

## **21. USE OF PREMISES**

Contractor shall confine the storage of materials and equipment in locations acceptable to the City and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

## **22. CLEANING UP**

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

## **23. TRESPASS**

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

## **24. LIENS**

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the City. Contractor shall indemnify and save the City harmless from all such liens arising out of the Work. Contractor shall provide to the City, upon its request, reasonable evidence showing that all materials,



equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the City's option, be assigned to the City.

## **25. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **26. CONFLICT OF INTEREST**

Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A1, 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 Citys, 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:**

Bohannon Huston  
425 S. Telshor Blvd. Suite C-103  
Las Cruces, NM 88011-8237

### **34. INVALID TERM OR CONDITION AND SEVERABILITY**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

### **35. NO WAIVER**

The failure of the City to insist upon Contractor's compliance with its obligations under this Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

### **36. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

### **37. IMMUNITIES AND DEFENSES**

The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

#### **38. NO ASSIGNMENT**

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

#### **39. NO THIRD PARTY BENEFICIARIES**

City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

#### **40. OTHER CONTRACTORS**

The City reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the City. When requested by the City, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or City employees.

#### **41. ENTIRE AGREEMENT**

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

#### **42. ATTACHMENTS**

**EXHIBIT A: SCOPE OF WORK**

**EXHIBIT B: REQUEST FOR PROPOSAL #20-21-011 MULTIPLE ENGINEERING  
AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT**

The City and the Contractor have entered into this Contract as of the Effective Date. Services will not be provided and products will not be received or delivered until all required documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been approved by the City Manager and/or the City Commission and an approved purchase order has been issued to the Contractor.

Approved by the City of Truth or Consequences City Commission on March 23, 2022.

**CITY:**

City of Truth or Consequences

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR:**

Bohannon Huston

By:   
Signature

Matthew R. Thompson  
Print Name

Senior Vice President  
Title

March 10, 2022  
Date

## **EXHIBIT A SCOPE OF WORK**

### **RFP#20-21-011 ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES**

As used herein, the term "Project" shall refer only to such items of work listed in the agreement or approved TASK ORDER as issued by the City of Truth or Consequences.

The following services shall be performed based on an individual TASK ORDER initiated and approved by the City:

#### **ARTICLE 1: BASIC SERVICES**

The CONTRACTOR agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

##### **1.1 SCHEMATIC DESIGN**

The CONTRACTOR shall review information provided by the CITY and the CITY's program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

##### **1.2 DESIGN DEVELOPMENT**

Based on the CITY's approval of the plan identified during the Schematic Design phase, CONTRACTOR shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

##### **1.3 CONSTRUCTION DOCUMENTS**

In the Construction Documents Phase, the CONTRACTOR is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars, as well as State and Local requirements. The CONTRACTOR's tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

##### **1.4 BIDDING PHASE**

Upon receipt of the CITY's approval of the Contract Documents and latest Opinion of the Construction Cost, the CONTRACTOR shall assist the CITY in soliciting and selecting bids for



the construction of the Project. The CONTRACTOR's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

## 1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONTRACTOR shall assist the CITY to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the CITY on project progress and problems, conduct the final project inspection, and provide the associated certification.

- 1.5.1 Construction Administration – If included in the TASK ORDER, the CONTRACTOR shall provide general consultation and advice to the CITY during the construction phase of the project. The CONTRACTOR shall facilitate general coordination between the CITY, the State, and the FAA, if needed, during the construction phase of the project. The CONTRACTOR will assist the CITY with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the CITY on the Contractor's performance. The CONTRACTOR shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONTRACTOR is to communicate and coordinate with the CITY on a regular basis throughout the construction phase of the project.

- 1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONTRACTOR shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONTRACTOR's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONTRACTOR, of any construction means, methods, techniques, sequences, or procedures. The CONTRACTOR will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONTRACTOR shall distribute copies of the submittals and the updated submittal register to the CITY.
- 1.5.3 Site Visits – If included in the TASK ORDER, the CONTRACTOR shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents.

However, the CONTRACTOR shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of construction. The CONTRACTOR will coordinate the site visits with the CITY. The CONTRACTOR's representatives are to meet with the representatives of the CITY to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONTRACTOR will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONTRACTOR shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the CITY as to the CONTRACTOR's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the CITY, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONTRACTOR to the CITY, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONTRACTOR's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONTRACTOR shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONTRACTOR shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONTRACTOR shall not be responsible for the Contractors' failure to comply with the project schedule.

## **ARTICLE 2: SPECIAL SERVICES**

If authorized by the CITY, the CONTRACTOR agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements

- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates
- j. Planning Services
- k. Environmental Services
- l. Land Acquisition Services

Unanticipated services, which will be treated as “Special Services”, may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the CITY as described in Article 3, "CITY'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the CITY, or when such revisions are due to causes beyond the control of the CONTRACTOR.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the CITY when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the CITY in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONTRACTOR to preclude or prepare for possible litigation, which claim(s) are beyond the CONTRACTOR's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

### **ARTICLE 3: ENGINEERING SERVICES**

The CONTRACTOR shall:

3.1 Discuss and explain the purpose, need and financial requirements of the project, review available data and help the City to achieve supplementary data; Analyze government regulations and make sure the design is meeting conditions of all government agencies.

3.2 Establish the general size, scope and location of the project. Revise preliminary report and available data and discuss general scheduling; Prepare documents of preliminary design such as final design requirements, initial drawing and the whole project report.

3.3 Assist in preparing contract plan drawings and specifications, present an idea of project construction cost, review construction practicality to specify possible problems. Prepare essential documents for review and acceptance by the City.

3.4 Help the City in bidding achievement, receiving and processing deposits for bidding documents, explaining, expanding and changing bidding documents as necessary. Help the City to specify qualifications and acceptability of potential contractor, subcontractor and material testing and equipment providers. Propose alternative materials and testing equipment suggested by perspective contractors and assist the City in evaluating proposals.

3.5 Act as a representative for the City. Visit construction regularly to monitor both executed work progression and quality, make sure that the construction is conducted in accordance with drawings and specifications. Explain and clarify contract documents, conduct specific inspection and testing, offer instruction to tackle field issues. Monitor performance tests and initial operation of the project. Carry out final inspection and generate a report on the completion of the project and provide recommendation regarding the acceptance of the final product.

All Engineering services shall be conducted under the direct supervision of a New Mexico Registered Professional Engineer.

#### **ARTICLE 4: ARCHITECTURAL SERVICES**

The CONTRACTOR shall provide:

- 4.1 Architectural design, including design development phase, construction documents, phase bidding and negotiations.
- 4.2 Generation of architectural drawings and other documents required by the general contractor, based on agreed upon design.
- 4.3 Phase construction administration and post construction phase.
- 4.4 Interior Design.
- 4.5 Engineering Services- mechanical, electrical, civil and structural engineering.
- 4.6 Construction project management, administration and oversight.
- 4.7 Provide Landscape Architectural Services.

All architectural services shall be conducted under the direct supervision of a New Mexico Registered Professional Architect.

## **ARTICLE 5: SURVEYING SERVICES**

The CONTRACTOR shall perform or provide:

- 5.1 Control surveys, which will be the basis for all future design and construction surveying services.
- 5.2 Topographic surveys of proposed and existing roadway corridors to include the location of all natural and physical features of the roadway.
- 5.3 Right-of-way surveys to establish the limits of the existing documented and/or occupied right-of-way to include the determination of a centerline survey.
- 5.4 Property surveys to determine the location of adjacent property lines relative to the existing and/or proposed property.
- 5.5 Preparation of right-of way design plans and legal descriptions for acquisition parcels pursuant to current NMDOT standards and specifications.
- 5.6 Final documentation and preparation of documentation maps for final construction pursuant to current relevant standards and specifications.
- 5.7 Provide construction staking services to include the layout of horizontal and vertical alignments grade stakes, and other roadway features, drainage systems, utility and building construction as necessary.

All surveying services shall be conducted under the direct supervision of a New Mexico Registered Professional Surveyor and shall be conducted in conformance with the Minimum Standards for Surveying in New Mexico.

## **ARTICLE 6: PLANNING STUDIES**

The CONTRACTOR shall perform or provide:

- 6.1 Help the City to develop a Comprehensive Plan for all projects that are proposed.
- 6.2 Make a Strategic plan (issue specific) for all projects that are proposed.
- 6.3 Any other Planning tasks that are deemed necessary by the City for all proposed projects.

## **ARTICLE 7: SCHEDULE FOR DELIVERY OF WORK BY CONTRACTOR**

The CONTRACTOR shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:



- 7.1 It is understood that the CONTRACTOR is to proceed on the project after a Notice-to-Proceed from the CITY. The schedule is to be outlined in each TASK ORDER once the scope of the project(s) has been clearly defined.
- 7.2 Construction progress is to be monitored by the CONTRACTOR in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 7.3 The CONTRACTOR is to endeavor to complete the work in accordance with the schedule; however, it will not be penalized for delays beyond its control such as CITY's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

## **ARTICLE 8: CITY'S RESPONSIBILITIES**

The CITY shall:

- 8.1 Provide to the CONTRACTOR all criteria, design, and construction standards and full information as to the CITY's requirements for the Project. The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by the CITY.
- 8.2 Designate in writing a person authorized to act as the CITY's representative. The CITY or its representative shall receive and examine documents submitted by the CONTRACTOR, interpret and define CITY's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONTRACTOR's services.
- 8.3 Furnish to the CONTRACTOR all existing drainage, survey, layout data, and prior reports available for the Project.
- 8.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 8.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the CITY may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 8.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 8.7 Provide surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the CITY unless designated to be provided by the CONTRACTOR in individual TASK ORDERS.

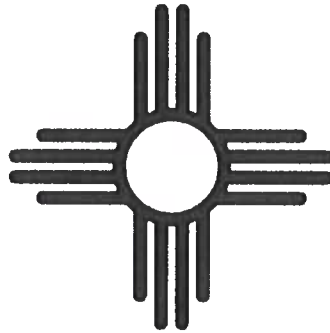
- 8.8 Furnish the services described in Sections 3.1 through 3.7 at the CITY's expense and in such manner that the CONTRACTOR may rely upon them in the performance of its services under this Agreement.
- 8.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 8.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 8.11 Arrange full and free access for the CONTRACTOR to enter upon all property required for the performance of the CONTRACTOR's services under this Agreement.
- 8.12 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONTRACTOR's performance of services under this Agreement.
- 8.13 Compensate the CONTRACTOR for services rendered under this Agreement.

EXHIBIT B

**REQUEST FOR PROPOSALS (RFP)  
FOR  
PROFESSIONAL DESIGN SERVICES**

RFP No. 20-21-011

Packet No. \_\_\_\_\_



Project Name: Multiple Engineering and Architecture  
Projects under a Single Contract

Contracting  
Agency: City of Truth or Consequences

Address: 505 Sims Street  
Truth or Consequences, NM 87901

Telephone: 575-894-6673

Date: January 25, 2021

Funding Type: Federal, State, Local

This form was prepared by City of Truth or Consequences and is endorsed by the Professional Technical Advisory Board (PTAB), which is comprised of the American Council of Engineering Companies (ACEC) New Mexico, New Mexico Society of Professional Engineers (NMSPE), American Institute of Architects (AIA) New Mexico Chapter, New Mexico Professional Surveyors (NMPS), and American Society of Landscape Architects (ASLA) New Mexico Chapter; Local Government Division, Department of Finance and Administration; Rural Utilities Service, US Department of Agriculture; New Mexico Environmental Department; and New Mexico Finance Authority.

*For information and suggestions on how to fill out this RFP, please refer to the "OWNER'S MANUAL FOR QUALIFICATIONS-BASED SELECTION (QBS)" at [www.ptabnm.org](http://www.ptabnm.org).*

## NOTICE OF REQUEST FOR PROPOSALS (RFP)

Qualifications-based competitive sealed proposals for professional design services will be received by the Contracting Agency, City of Truth or Consequences for RFP No. 20-21-011

The Contracting Agency is requesting proposals for professional

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> architectural services | <input checked="" type="checkbox"/> engineering services             |
| <input checked="" type="checkbox"/> surveying services     | <input checked="" type="checkbox"/> landscape architectural services |
| <input checked="" type="checkbox"/> planning services      |  |

for: Multiple Engineering and Architecture Contract

Project No. \_\_\_\_\_

Proposals will be received at 505 Sims Street, Truth or Consequences, NM 87901 until Tuesday, February 16, 2021, no later than 2:00 pm. Due to the current COVID-19 restrictions, please contact Chief Procurement Officer/Administrative Assistant, Kristin Saavedra by phone: (575) 894-6672 ext. 309 or by email: Kristins@torcnm.org, to schedule a specific date and time to submit Proposals or proposals can be submitted electronically by email to Kristins@torcnm.org or mailed to the Chief Procurement Officer. Please limit the file size to 5 MB.

Copies of the Request for Proposals (RFPs) can be obtained in person at the office of Kristin Saavedra Chief Procurement Officer/Administrative Assistant at 505 Sims Street, Truth or Consequences, NM 87901 or will be mailed or emailed upon request to Kristin Saavedra at 575-894-6672 ext. 309 or Kristins@torcnm.org.

A ☐ mandatory ☒ non-mandatory pre-proposal meeting ☐ will ☒ will not be held \_\_\_\_.

Interviews ☒ may be held ☐ will not be held for this project after the evaluation of proposals is completed.

PURCHASING AGENT:

Kristin Saavedra

Date: January 25, 2021

---

(for Contracting Agency's Use Only)

Newspaper: Sierra County Sentinel

Publish: 01/29/21-02/16/21

P.O. No. \_\_\_\_\_

Newspaper:	<u>Albuquerque Journal</u>	Publish:	<u>01/28/21-02/16/21</u>	P.O. No.	<u>                    </u>
Newspaper:	<u>Las Cruces Sun</u>	Publish:	<u>01/26/21-02/16/21</u>	P.O. No.	<u>                    </u>

[Note: This Notice is issued pursuant to the requirements of § 13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (§ 13-1-113) and published in a newspaper of general circulation in the area.]

---



## 1. PROJECT DESCRIPTION

The City of Truth or Consequences is soliciting proposals from qualified Engineering and Architecture firms to provide full on-call as-needed planning, design, and construction phase services of multiple projects under a single contract. Services may include, but are not limited to, planning, environmental services, landscape and irrigation, architecture, surveying, and engineering including civil, electrical, mechanical, and structural.

## 2. SCOPE OF WORK

The Offeror shall perform the following professional services:

2.1 Provide standard **Basic Design Services**, consisting of:

### **Architects/Landscape Architects**

- ☒ Programming Phase
- ☒ Schematic Phase
- ☒ Design Development Phase
- ☒ Construction Documents Phase
- ☒ Bidding and Negotiations Phase
- ☒ Construction Administration Phase
- ☒ Post-Construction Phase

### **Surveyors**

- ☒ Property Boundary Survey
- ☒ Topographic Survey
- ☒ Easement Survey
- ☒ Right-of-Way Survey
- ☒ Inspection Report

### **Additional Services**

- ☒ Environmental Documentation
- ☒ Permitting
- ☒ Grant Administration
- ☒ Right-of-Way Acquisition

### **Engineers**

- ☒ Study and Report Phase (PER)
- ☒ Preliminary Design Phase
- ☒ Final Design Phase
- ☒ Bidding and Negotiations Phase
- ☒ Construction Administration Phase
- ☒ Operational Phase

### **Planning Studies**

- ☒ Comprehensive Plan
- ☒ Strategic (i.e. issue specific) Plan
- ☒ Mapping and/or Zoning
- ☒ Other Planning Tasks

2.2 ☒ **Periodic** or ☒ **Full-time** observation during construction.

2.3 Other (list):

- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITIONS AND TERMS

- 1.1. **Addendum:** a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2. **Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 1.3. **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13-1-52 NMSA 1978).
- 1.4. **Offeror:** any person, corporation, or partnership legally licensed to provide professional design services in this state who chooses to submit a proposal in response to this Request for Proposals.
- 1.5. **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 1.6. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 NMSA 1978).
- 1.7. **Responsible Offeror of Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).
- 1.8. **Responsive Offer or Proposal:** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§ 13-1-85 NMSA 1978).
- 1.9. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the offeror's proposal.
- 1.10. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

### 2. REQUEST FOR PROPOSAL DOCUMENTS

#### 2.1. COPIES OF REQUEST FOR PROPOSALS (RFP)

- A. A complete set of the RFP may be obtained from the Contracting Agent.
- B. A complete set of the RFP shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP.
- C. The Contracting Agency in making copies of RFP available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

#### 2.2. INTERPRETATIONS

- A. All questions about the meaning or intent of the RFP shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the RFP. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.

#### 2.3. ADDENDA

- A. Addenda will be emailed, mailed, faxed, or hand delivered to all who are known by the Contracting Agency to have received a complete copy of the RFP.
- B. Copies of Addenda will be made available for inspection wherever RFPs are on file for that purpose.
- C. No Addenda will be issued later than five days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals.
- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall

acknowledge their receipt in the Proposal Cover Letter.

### 3. PROPOSAL SUBMITTAL PROCEDURES

#### 3.1. NUMBER, FORM AND STYLE OF PROPOSALS

- A. Offerors shall provide 5 copies of their proposal to the location specified on Page 2 on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8-1/2" x 11" paper and bound on the left-hand margin.
- C. A maximum of 25 pages, not including front and back covers, cover letter, table of contents, Resident Business or Resident Veteran Business Certificates/Certification Form, and Campaign Contribution Disclosure Form.
- D. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
  - 1) Cover Letter
  - 2) Response to Evaluation Criteria included in this RFP.
  - 3) Other supporting or resource material
- E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP, may be deemed non-responsive and rejected on that basis.
- F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request stating the entire proposal is confidential will not be acceptable. Only matters, which clearly are of a confidential nature, will be considered.
- G. Any cost incurred by the Offeror in preparation, transmittal, and presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

#### 3.2. SUBCONSULTANTS

- A. The Offeror shall list and state the qualifications for each subconsultant the Offeror proposes to use for all subcontracted work.
- B. The Offeror is specifically advised that any person or other party to whom it is proposed

to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including, but not limited, to suspension or debarment by the Contracting Agency.

#### 3.3. PREQUALIFICATION PROCESS

A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such pre-qualified businesses (§ 13-1-134 NMSA 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.

#### 3.4. DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

#### 3.5. SUBMITTAL OF PROPOSALS

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.
- B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the envelope: project title, project number, RFP number, date of opening, and time of opening. If the proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- C. Proposals received after the date and time for receipt of proposals will be returned unopened.
- D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's designee and will be clocked

in/time stamped at the time received, which must be prior to the time specified.

- E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.
- F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

#### 3.6. CORRECTION OR WITHDRAWAL OF PROPOSALS

- A. A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the RFP as the place where proposals are to be received.
- B. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

#### 3.7. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized itself with the nature and extent of the RFP dealing with federal, state, and local requirements, which are a part of these RFP.
- B. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations, and the rules and regulations of all authorities having jurisdiction over the services of the project.

#### 3.8. REJECTION OR CANCELLATION OF PROPOSALS

This RFP may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

### 4. CONSIDERATION OF PROPOSALS

#### 4.1. RECEIPT, OPENING AND RECORDING

- A. Proposals received on time will be opened publicly or in the presence of one or more

witnesses and the name of the Offeror and address will be read aloud.

- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

#### 4.2. PROPOSAL EVALUATION

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. Price, including costs or fees, cannot be considered in the evaluation of proposals for professional services (architecture, engineering, surveying, and landscape architecture, §13-1-120 NMSA 1978). For the purpose of conducting discussions, proposals may initially be classified as:

- 1) Acceptable,
- 2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
- 3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).
- C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-120 NMSA 1978).
- D. Selection Process: (§ 13-1-120 NMSA 1978).

- 1) An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project, and their ability to provide the required services.
- 2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:
  - a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
  - b) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.

#### 4.3. NEGOTIATIONS (§13-1-122 NMSA 1978)

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- C. The designee shall then undertake negotiations with the third most qualified business.
- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications, and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new RFP is initiated.

- E. The Contracting Agency shall publicly announce the business selected for award.

#### 4.4. NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the proposal and related documents by the Contracting Agency with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

### 5. POST-PROPOSAL INFORMATION

#### 5.1. PROTESTS

- A. Any Offeror who is aggrieved in connection with a solicitation or award of a Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).
- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§ 13-1-173 NMSA 1978).
- C. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).
- D. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  - 1) State the reasons for the action taken; and



- 2) Inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978.

- E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 1979).

## 5.2. EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

## 5.3. NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

## 5.4. OFFEROR'S QUALIFICATION STATEMENT

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§ 13-1-82 NMSA 1978).

## 6. OTHER INSTRUCTIONS TO OFFERORS

### **Resident Business Preference or Resident Veteran Business Preference (required by House Bill 93, 2016):**

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate.

#### 6.1 Resident Business Preference

For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

An Offeror who qualifies as a Resident Business shall receive a 5% preference added to the total possible points of the selection process.

#### 6.2 Resident Veteran Business Preference

For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Offerors seeking a Resident Veteran Business Preference will be evaluated as follows:

- A. Resident Veteran Businesses with annual gross revenues of up to \$3M shall receive a 10% preference added to the total possible points of the selection process.

Preference points are added only once to the total possible points of the overall selection process.

Example: A selection process has total possible points of 1,000 points. Five proposals are received: one from a Resident Business, one from a Resident Veteran Business, and three non-resident businesses. The Resident Business would receive 50 points (5% of 1,000 possible points) and the Resident Veteran Business would receive 100 points (10% of 1,000 possible points) which would be added to the total of their evaluated scores, thereby making it possible for the highest possible total points to be 1,100.

An additional example of the scoring process is attached to this RFP.

***Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.***

#### 6.3 Campaign Contribution Disclosure Form

The Offeror shall submit, with its proposal, the signed Campaign Contribution Disclosure Form with the name(s) of applicable public official(s) filled in on the form.

## **GENERAL TERMS AND CONDITIONS**

### **1. GOVERNING LAW**

The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.

### **2. INDEPENDENT CONTRACTORS**

The Consultant (design professionals) and the Consultant's agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and Consultant's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

### **3. BRIBES, GRATUITIES AND KICK-BACKS**

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

### **4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT (Design Professional)**

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

### **5. FEES**

A lump sum fixed fee for Basic Services will be negotiated with the Offeror selected.

Additional Services may also be negotiated with the Offeror selected.

### **6. FUNDING**

This solicitation is subject to the availability of funds to accomplish the work.

### **7. DESIGN PROFESSIONAL REGISTRATION**

All work shall be under the direction of the applicable design professional legally licensed and registered by the State.

### **8. PROFESSIONAL LIABILITY INSURANCE**

The Offeror ☒ **will** ☐ **will not** be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be \$1,000,000.00.

## Note to Owner Regarding Evaluation Criteria

The Request for Proposal must include each of the following Evaluation Criteria\* as required by statute (§ 13-1-120.B NMSA 1978). Each proposal submitted must address the required Evaluation Criteria. Based on the complexity of the project, the Owner may add additional items to be evaluated. The Owner must assign a weight factor to each of the Evaluation Criteria to communicate to Offerors the relative importance of each.

### EVALUATION CRITERIA:

**1. Specialized Design and Technical Competence\***

Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

**2. Capacity and Capability\***

Capacity and capability of the business, including any consultants, their representatives, qualifications, and locations, to perform the work, including any specialized services, within the time limitations.

**3. Past Record of Performance\***

Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules.

**4. Familiarity with the Contracting Agency\***

Proximity to or familiarity with the area in which the project is located.

**5. Work to be Done in New Mexico\***

The amount of design work that will be produced by a New Mexico business within this state. **Note: Not allowed for federally funded projects.**

**6. Current Volume of Work with the Contracting Agency Not 75% Complete\***

The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.

Indicate the volume of work currently underway with the Contracting Agency that is less than seventy-five percent complete. An example of how points can be assigned is provided below:

Value of work not yet completed on projects that are not 75% Complete	(Example) Points to be allowed for this item
None	5
\$1 to \$ 25,000	4
25,001 to 50,000	3
50,001 to 75,000	2
75,001 to 100,000	1
100,001 or more	0

**7. Other Contracting Agency Criteria**

The Owner may add additional elements to be evaluated, such as Public Involvement Experience, and assign points according to their importance. **Note: Price cannot be a factor (§ 13-1-120.B NMSA 1978). Price of any type, i.e. fees, fee schedule, etc., cannot be included with the proposal. This includes a separate sealed envelope, which also is not allowed.**

## RFP EVALUATION CRITERIA

### EVALUATION CRITERIA AND POINT VALUES

#### OFFERORS:

Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

<b>RATING SHEET FOR:</b> <b>Applicant</b> _____		
<b>ITEM</b>	<b>POSSIBLE POINTS</b>	<b>SCORE</b>
<b>PLANNING &amp; DESIGN SERVICES</b>		
1. <b>Specialized Design and Technical Competence*</b>	_____ (30)	
2. <b>Capacity and Capability*</b>	_____ (25)	
3. <b>Past Record of Performance*</b>	_____ (25)	
4. <b>Familiarity with the Contracting Agency *</b>	_____ (10)	
5. <b>Work to be Done in New Mexico*</b> <i>Note: Not allowed for federally funded projects.            Assign Possible Points of 0 if federal funds are involved.</i>	_____ (0)	
6. <b>Current Volume of Work with the Contracting Agency Not 75% Complete*</b>	_____ (5)	
7. <b>Other Contracting Agent Criteria (if desired)</b>	_____ (0)	
<b>SUBTOTAL</b> (total possible points for PLANNING & DESIGN SERVICES)	_____ (95)	

**\*Items required by statute (§ 13-1-120.B NMSA 1978).**

RATING SHEET (CONTINUED) FOR: Applicant _____		
ITEM	POSSIBLE POINTS	SCORE
<b>CONSTRUCTION OBSERVATION SERVICES</b>		
1. Construction observation experience.	_____ (5)	
2. Experience with start up assistance to the Owner of new facilities, if applicable.	_____ (5)	
3. Capacity and capability of the consultant to provide strategies to assist in meeting the Owner's construction timeframe.	_____ (5)	
4. History of past performance, including the record of bid amount versus final close out contract amount.	_____ (5)	
5. History of legal claims, if applicable, on similar construction projects and their resolution. The consultant should detail their claims avoidance approach and construction observation philosophy.	_____ (5)	
6. Other	_____ (0)	
7. Other	_____ (0)	
<b>SUBTOTAL</b> (total possible points for CONSTRUCTION OBSERVATION SERVICES)	_____ (25)	
<b>TOTAL SCORE</b> (total possible points for PLANNING & DESIGN SERVICES and CONSTRUCTION OBSERVATION SERVICES)	_____ (120)	



Interviews ☒ may be held ☐ will not be held for this project, \_\_\_\_\_.

### INTERVIEW EVALUATION CRITERIA

INTERVIEW RATING SHEET FOR: Applicant _____		
ITEM	POSSIBLE POINTS	SCORE
1. Describe your project manager's and project team's experience specifically relevant to this project.	_____ (10)	
2. What unique experience does your project team have that can be applied to the successful completion of this project?	_____ (15)	
3. Describe the approach your project team will take to successfully complete this project.	_____ (20)	
4. What are the project's critical issues, and how will your project team approach and address them?	_____ (15)	
5. What challenges do you foresee for this project, and how will your project team address and overcome them?	_____ (15)	
6. What innovative ideas or concepts will your project team apply to this project?	_____ (15)	
7. Describe the strengths and weaknesses of your project team?	_____ (10)	
6. Other	_____ (0)	
7. Other	_____ (0)	
<b>TOTAL SCORE</b>	_____ (100)	

The above are suggested EVALUATION CRITERIA and POSSIBLE POINTS for interviews.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Sandra Whitehead, Mayor Pro-tem Amanda Forrister, Commissioner Paul Baca, Commissioner Francis Luna, Commissioner Randall Aragon

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## Veterans Preference Certification

\_\_\_\_\_ (Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

**Please check one box only:**

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 ending December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

\_\_\_\_\_  
(signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

## EXAMPLE OF SCORING

	Total Possible Points	Consultant Firm A (Resident Veteran Business)	Consultant Firm B (Resident Business)	Consultant Firm C
Score from <b>PLANNING &amp; DESIGN SERVICES</b> Section	100	90	85	80
Score from <b>CONSTRUCTION OBSERVATION SERVICES</b> Section (N/A if Section not included)	25	20	25	20
Score from <b>INTERVIEW</b> Section (N/A if Section not included)	100	90	85	80
Subtotal Score		200	195	180
Total Possible Points (of all Sections included)	225			
Total Preference Points Applied, <b>if applicable</b> (total preference points for Resident Business is equal to 5% of the Total Possible Points or Resident Veteran Business is equal to 10% of the total possible points); <b>only one can apply</b>		22.5 Because Consultant Firm A is a Resident Veteran Business, 22.5 points (10% of the Total Possible Points of 225) are added to the firm's Subtotal	11.25 Because Consultant Firm B is a Resident Business, 11.25 points (5% of the Total Possible Points of 225) are added to the firm's Subtotal	0 Because Consultant Firm C is neither a Veteran Resident Business nor a Resident Business, 0 points are added to the firm's Subtotal
Total Score		222.5	206.25	180

**Notes:**

*Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes **federal funds**.*

*Either the Resident Business Preference **or** the Resident Veteran Business Preference is applied. Both cannot be applied to the score of an individual Consultant Firm.*





City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, New Mexico 87901  
City (575) 894-6673 ▪ Fax (575) 894-7767

**Multiple Engineering and Architecture Projects under a Single  
Contract  
RFP #20-21-011**

**ADDENDUM NO 1.**

This addendum No. 1 shall be incorporated into the above Request for Proposals documents the same as if originally contained therein.

Each proposer shall acknowledge receipt of this Addendum No. 1. Failure to do so could render the proposer non-responsive.

**INSERT THE FOLLOWING TO FUNDING TYPE:**

1. Federal Aviation Administration

All other provisions of the Request for Proposals shall remain unchanged. This Addendum No. 1 is hereby made a part of the Request for Proposals Documents to the same extent as those provisions contained in the original documents and listing thereof.

City of Truth or Consequences

A handwritten signature in cursive script that reads "Kristin Saavedra".

---

Kristin Saavedra, Chief Procurement Officer

02/09/2021

---

Date

CITY OF TRUTH OR CONSEQUENCES  
ACCEPTANCE OF AWARD

RFP #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE  
PROJECTS UNDER A SINGLE CONTRACT

I, Matthew Thompson, accept the award for Request For Proposal (RFP)  
20-21-011 Multiple Engineering and Architecture Projects Under a  
Single Contract as follows.

Term: November 17, 2021 through November 16, 2022

Compensation: Per Task Order

Accepted by:  \_\_\_\_\_

Date: 11/5/2021 \_\_\_\_\_

Please return this form to the Procurement Office **no later than November 5, 2021 at 2:00 pm**. The form can be emailed to: [procurement@torcnm.org](mailto:procurement@torcnm.org) or hand deliver to City of Truth or Consequences, Procurement Office, 505 Sims Street, Truth of Consequences, NM 87901.



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

Agenda Item #: I.5

**SUBJECT:** Review, Approve, and Allocate Fiscal Year 2021/2022 Lodgers Tax Funding for Sierra County Arts Council.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** March 14, 2022

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** Tammy Gardner

**Summary/Background:**

Commission approval of Acknowledge Create Teach Corp. (A.C.T.) application for funding for Fiesta Weekend 2022. To include: Banners/Flyers/Forms/Printing; Graphic design; Website upkeep; social media; Sentinel; 101 Gold communications/DJ; Fort Bliss Newspaper; Port-a-potties/hand washing stations; & Fiesta Weekend patrol/security.

Original application was for \$16,995.00 and the board approved \$11,600.00

**Recommendation:**

LTAB recommends approval of application for funding as noted.

**Attachments:**

- A.C.T. Application
- Draft Minutes from the LTAB Meeting on 3/7/2022 with the specific section highlighted in regards to recommendation for allocation.

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

\$11,600.00

**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 3-23-2022

RECEIVED MAR 04 2022



SIERRA COUNTY ARTS COUNCIL

P.O. Box 1924, Truth or Consequences, New Mexico 87901  
scacnewmexico@gmail.com

March 4<sup>th</sup>, 2022

Jake Foestner, Chairman  
Lodgers Tax Advisory Board  
City of Truth or Consequences, NM  
City Hall---505 Sims Street  
Truth or Consequences, NM 87901

RE: Lodgers Tax Application

Dear Jake:

Thank you in advance for the opportunity to apply for  
Lodgers Tax funds for Sierra County Arts Council.

The council applied for and was funded in November for  
Website development and brochures reprint. The funding  
approved was for ½ of the years estimate for Webwork.  
The Lodgers Tax board advised at that time to reapply for  
the second half of the years estimate. With that being said  
this current application is for the remaining ½ and for  
Domain name registration for the year.

Thank you again for the opportunity to request funding.

Cary "Jagger" Gustin, SCAC Board President



## 2021-2022 LODGERS' TAX APPLICATION

### PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Arts Council
Project/Event Name	Website continued Development Domain Name Registration fee
Event Date(s) and Location (if applicable)	N/A
Event Organizer & Title within Organization (if applicable)	
Phone Number of Organizer	
Email of Organizer	
Organization Address	Sierra County Arts Council P.O. Box 1424 Tule, NH 97401
Organization's Contact Person (If different than event organizer)	CARY "TAGER" GUSTIN
Contact Phone and Email for Organization's Contact Person	575-312-2050 TAILORMAN53@YAHOO.COM

### PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Funding

Amount Requested: (Must match application page 4)	\$539 <sup>44</sup> / <sub>xx</sub>
Anticipated Attendance (not including volunteers/staff):	N/A



### PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes No

How many times has your event occurred? List previous events years. If new, indicate "new":

SCAC Applied and was funded 1/2 the estimate for 1 year's website development with Ladang tax Board instruction to apply for 2nd Half

1. Define/Describe the overall project/event (what is happening at the event?):

continued website development and upgrades with new local musical talent, artist studio tours

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

THE ARTS COUNCIL WEBMASTER edits and uploads artist studio and live musical performance videos to SCAC'S YOUTUBE CHANNEL

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

N/A

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

N/A

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

FOR Live events the Arts Council uses A visitor  
poll sheet to track overnight stays ALSO STAT  
counter service for weekly Analytic Report  
which includes Average daily traffic count

6. How many Facebook followers do you have for this event page or organization page (for a project)? 458 likes Instagram followers? SCAC HAS A NEWLY BUILT  
Instagram Acc't with no stats  
Available currently

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? NO

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

See Attached STAT counter printout.

SCAC HAS 53 followers to date  
an Instagram SCAC is following  
111 Instagram users.

#### PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: The items listed within this budget are the only reimbursable items after funds are awarded. Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Ready web Service	1/2 estimate for A YEARS website	
	Maintenance / Development	\$521 $\frac{45}{XV}$
Blue Host	Domain Name Registration 1YR	\$17 $\frac{99}{XV}$
<b>TOTAL AMOUNT REQUESTED:</b> Must match page 1.		\$539 $\frac{44}{XV}$

#### PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

☐ IRS and Secretary of State proof of Good Standing

☒ Previously submitted

## PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion or on or before the last business day in May.

Print your name and title: CARY "JAGGER" GUSTIN, President SCAC Board of Directors

Signature: 

Date: MARCH 4, 2022 



ReadyWebService

Ruanna Waldrum  
575 740 8480

405 Juniper  
Truth or Consequences, New Mexico  
87901  
United States

Billed To  
Cary Jagger Gustin  
Sierra County Arts Council  
P.O. Box 1924  
Truth or Consequences, New Mexico  
87901  
United States

Date of Issue  
03/01/2022  
  
Due Date  
04/15/2022

Invoice Number  
0001131

Amount Due (USD)  
**\$521.45**

Description	Rate	Qty	Line Total
continued development Feb 23, 2022 Gregory Montreuil Art Talk - edited clips together, added intro and outro, uploaded new video to Youtube, embedded on website in Art Talks section	\$60.00 +8.5%	1.56	\$93.60
continued development - improved the Arts Council Party event to include location, description, a photo, and a link to the membership form; added "paid for by T or C Lodgers Tax" under the new T or C logo per Rebecca	\$60.00 +8.5%	0.45	\$27.00
continued development - forthcoming Art Talks videos creation and upload; event additions and other revisions through 2022	\$60.00 +8.5%	6	\$360.00
	Subtotal		480.60
	8.5% (8.5%) #03090621000		40.85
	Total		521.45
	Amount Paid		0.00
	Amount Due (USD)		\$521.45



**SCAC ARTI** STUDENT COUNCIL OF ARTISTS & DESIGNERS

Home About Artists' Directory Exhibitions & Events Webinars Support Us

Search Programs

**2022 Membership Party**

Join SCAC for an evening of networking, socializing, and celebrating the achievements of our members. The event will be held at the historic St. James Hotel and is a great opportunity to meet and mingle with other members.

**Current Membership Rates:**

- Student: \$25
- Faculty: \$50
- Alumni: \$100
- Corporate: \$250
- Non-Member: \$150
- Life: \$1,000

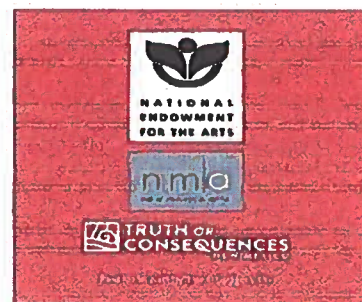
The cost of your membership is waived for students who are SCAC members. For more information, please contact the SCAC Student Council at [scac@scac.edu](mailto:scac@scac.edu).

**SAVE 10% on College Courses** **SAVE 10% on Online Courses**

16 23 37 56  
DAYS HOURS BY DATE

☒ Leave a comment

SCAC is a non-profit organization. All proceeds from the event will be used to support the SCAC Student Council.



## "Art Talks" Lectures



# BlueHost

Account Login

## Just Letting You Know

Please note that your product(s) will auto-renew  
as outlined below:

**Billed to:**

Sierra County Arts Council

P.O. Box 1924 Truth Or  
Consequences, NM 87901

**Paying With:**

card

**Product Description**

**Exp.**

**Qty**

**Price**

[sierracountyarts.org](http://sierracountyarts.org)

Domain Name Registration: from  
2022-02-20 to 2023-02-20

20 Feb  
2022

\$17.99/yr    \$17.99

subtotal    **\$17.99**

tax:    \$0.00

total:    **\$17.99**

Your Bluehost order has been confirmed.

[Account Login](#)

## Payment Confirmation

Thank you again for choosing Bluehost. Our best-in-class solutions are designed to meet all of your online needs. Your payment has been confirmed and you're all set to go. Log in to your account [here](#).

### Billing Information

Sierra County Arts Council

P.O. Box 1924

Truth Or Consequences, NM  
87901

US: \*\*\*\*\*041

### Payment Details

Payment Method: VISA 3081

Status: Authorized

Transaction Type: VISA ending in Date: 05 February 2022  
3081

### Receipt Details

Invoice Number:  
66066841

Description	Domain	Term	Expiration	Price
Domain Name Registration	<a href="http://sierracountyarts.org">sierracountyarts.org</a>	1 year	20 February 2023	\$17.99

Subtotal: \$17.99

Total: \$17.99

This will be billed as "[sierracountyarts.org](http://sierracountyarts.org)" on your credit card statement.



# Weekly Analytics Report

<http://www.sierracountyarts.org>

21 Feb - 27 Feb 2022

## Average Daily Traffic

Page Views

**9.6** ▼

Prev Week

**14.1**

Unique Visits

**4.9** ▲

Prev Week

**3.1**

First Time Visits

**2.9** ▲

Prev Week

**2.7**

Returning  
Visits

**2** ▲

Prev Week

**0.4**

## Daily Traffic Breakdown

	Page Views	Unique Visits	First Time Visits	Returning Visits
Mon	11	8	6	2
Tue	15	9	7	2
Wed	20	7	1	6
Thu	15	6	4	2
Fri	2	2	0	2
Sat	1	1	1	0
Sun	3	1	1	0
<b>Total</b>	<b>67</b>	<b>34</b>	<b>20</b>	<b>14</b>
Avj	10	5	3	2



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

Agenda Item #: I.6

**SUBJECT:** Review, Approve, and Allocate Fiscal Year 2021/2022 Lodgers Tax Funding for Geronimo Trail Scenic Byway (GTSB).

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** March 14, 2022

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** Tammy Gardner

**Summary/Background:**

Commission approval of Geronimo Trail Scenic Byway (GTSB) application for funding to fabricate the "Entering Hot Springs Historic District" sign located at triangle park.

**Recommendation:**

LTAB recommends approval of application for funding.

**Attachments:**

- GTSB Application
- Draft Minutes from the LTAB Meeting on 3/7/2022 with the specific section highlighted in regards to recommendation for allocation.

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

\$700.00

**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 3-23-2022





RECEIVED MAR 02 2022

## 2021-2022 LODGERS' TAX GRANT APPLICATION

### PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Geronimo Trail Scenic Byway
Project/Event Name	Replacement of sign
Event Date(s) and Location (if applicable)	As soon as can be arranged
Event Organizer & Title within Organization (if applicable)	LaRena Miller
Phone Number of Organizer	575-894-2255
Email of Organizer	larenam@windstream.net
Organization Address	301 S Foch Street P O Box 1072 Truth or Consequences, NM 87901
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	Same as above

### PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$700.00
Anticipated Attendance (not including volunteers/staff):	N/A

### PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes/No

How many times has your event occurred? List previous events years. If new, indicate "new":

**2 prior installations**

1. Define/Describe the overall project/event (what is happening at the event?): ***\_The sign at the triangle park at the corner of Date and Main was put up by Geronimo Trail Scenic Byway with a Federal Highway Administration grant several years ago. It was damaged when a car struck it, and repaired and replaced by the City. It was struck again and completely damaged later and has not been replaced. It said "Entering Hot Springs Historic District" and was the same as the one still located in the park next to the Charles Motel. Geronimo Trail was told we would have to pay for another sign for that location. I am asking for fund to have the a replacement sign made and installed***

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

***Everyone who drives down Date Street and onto Main Street***

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

***Placed locally for people to see when they come to town***

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

***N/A***

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

***N/A***

6. How many Facebook followers do you have for this event page or organization page (for a project)? ***\_N/A*** Instagram followers? ***\_N/A***

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? ***\_NO***

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

#### PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
<i>Desert Graphics, Don Hearn</i>	<i>Sign Fabrication</i>	<i>\$ 700.00</i>
<b>TOTAL AMOUNT REQUESTED: Must match page 1.</b>		<b>\$ 700.00</b>

### PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

### PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1<sup>st</sup> and May 15<sup>th</sup>, such evaluations must be submitted by the last day of May.

Print your name and title: LaRena Miller, executive director

Signature: LaRena Miller

Date: 3-2-2022



HELP

MENU

[Home](#) > [Charities and Non-Profits](#) > [Search for Charities](#) > Tax Exempt Organization Search

# Results for Tax Exempt Organization Search

Select Database

Search All

▼

Search By

Employer Identification Number (EIN)

▼

Search Term

850460964

City

Truth or Consequences

State

All States

▼

Country

United States

▼

Search

Reset

[Search Tips](#)

Showing 1-1 results of 1

Sort by: Name A-Z

▼

**Geronimo Trail Scenic Byway**

EIN: 85-0460964 | Truth Or Consequences, NM, United States

**Form 990-N**

Items per page: 25 ▼

[Return to Top](#)**Additional information**

- [Frequently asked questions - Exempt Organizations Select Check](#)
- [Revocations of 501\(c\)\(3\) Determinations](#)
- [Suspensions Pursuant to Code Section 501\(p\)](#)
- [Exempt Organizations Business Master File Extract \(EO BMF\)](#): a list of organizations recognized as exempt by the IRS
- [Tax Exempt Organization Search: Bulk Data Downloads](#)

Page Last Reviewed or Updated: 20-November-2020

 Share Print**Our Agency**

About IRS

Work at IRS

Help

Contact Your Local Office

Tax Stats, Facts &amp; Figures

**Know Your Rights**

Taxpayer Bill of Rights

Taxpayer Advocate Service

Civil Rights

Freedom of Information Act

No Fear Act

**Resolve an Issue**

Respond to a Notice

Independent Office of Appeals

Identity Theft Protection

Report Phishing

Tax Fraud &amp; Abuse

**Other Languages**

Español

中文 (简体)

中文 (繁體)

한국어

Русский

Tiếng Việt

Kreyòl ayisyen

English

**Related Sites**

U.S. Treasury

Treasury Inspector General for Tax Administration

USA.gov





[HOME](#)

## Business Search

### Corporations/LLC Search Results

Entity Name	DBA Name	Business ID#	Entity Type	State of Incorporation	Sovereign	Status	Date of Expiration
GERONIMO TRAIL SCENIC BYWAY		2004349	Domestic Nonprofit Corporation	New Mexico	N/A	Active	N/A

Total No. of Records: 1 Page 1 of 1

### Partnerships/LLP Search Results

Entity Name	Business ID#	Entity Type	Registration/Reservation Date	Status	Date of Expiration
-------------	--------------	-------------	-------------------------------	--------	--------------------

No records to view.





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 23, 2022

Agenda Item #: I.7

**SUBJECT:** Review, Approve, and Allocate Fiscal Year 2021/2022 Lodgers Tax Funding for MainStreet T or C.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** March 14, 2022

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** Tammy Gardner

**Summary/Background:**

Commission approval of MainStreet application for funding for Hot Springs District Mural to be designed and painted on the side of Bullock's Grocery Store.

**Recommendation:**

LTAB recommends approval of application for funding.

**Attachments:**

- MainStreet Application
- Draft Minutes from the LTAB Meeting on 3/7/2022 with the specific section highlighted in regards to recommendation for allocation.

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

\$4,000.00

**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 3-23-2022



RECEIVED MAR 02 2022

## 2021-2022 LODGERS' TAX GRANT APPLICATION

### PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	<b>Main Street Truth or Consequences</b>
Project/Event Name	Hot Springs District Mural
Event Date(s) and Location (if applicable)	Spring 2022
Event Organizer & Title within Organization (if applicable)	Moshe Koenick
Phone Number of Organizer	
Email of Organizer	
Organization Address	
Organization's Contact Person (If different than event organizer)	Kari Fresquez
Contact Phone and Email for Organization's Contact Person	575-322-2905 Kari_fresquez@hotmail.com

### PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

<b>Amount Requested:</b> <b>(Must match application page 4)</b>	<b>\$4,000</b>
Anticipated Attendance (not including volunteers/staff):	10,000+ per year

### PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes/No

No

How many times has your event occurred? List previous events years. If new, indicate "new":

New

1. Define/Describe the overall project/event (what is happening at the event?): \_\_\_\_

Mural Design \$1,200

Approx 12' h x 36" w mural materials and labor \$2,800

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

All Visitors to the downtown District of Truth or Consequences. Mural is to inform visitors that they are in the historic Hot Springs district while show casing images of hot springs spas and other attractions. Mural will inform visitors that we have hot springs and get them to research further but will also be an attraction itself and will be photographed and shared via social media due to it's design, size and subject matter

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

N/A

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

N/A

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

Unique trackable URL in mural pointing to <https://sierracountynewmexico.info/attractions/truth-or-consequences-hot-springs/>

6. How many Facebook followers do you have for this event page or organization page (for a project)? \_\_\_\_\_4.5k\_\_\_\_\_ Instagram followers? \_\_\_\_\_459\_\_\_\_\_

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? \_\_\_\_No

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

N/A

#### PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
M Graphics	Design	1,200
Altitude Murals	Materials and Labor	2,800



<b>TOTAL AMOUNT REQUESTED:</b> <b>Must match page 1.</b>	<b>4000</b>	
---	-------------	--

#### PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

☐ IRS and Secretary of State proof of Good Standing

--Previously submitted

#### PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1<sup>st</sup> and May 15<sup>th</sup>, such evaluations must be submitted by the last day of May.

Print your name and title: Kari Fresquez, President – MainStreet Truth or Consequences



Date: 3/2/2022