

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.
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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, FEBRUARY 8, 2023; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Swingle and Department Supervisor
2. Certificate to LaRena Miller for 27 years as the Executive Director of the Geronimo Trail National Scenic Byway. Mayor Forrister

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, January 25, 2023
2. January 2023 Accounts Payable
3. Take Home Vehicle Form

G. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 743 amending the City of Truth or Consequences Municipal Code Sections 2-356 and 2-357. OJ Hechler, Community Services Director
2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 744 to providing for the repeal of Ordinance No. 406 pertaining to the Golf Course Advisory Board. OJ Hechler, Community Services Director

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 28 22/23 Budget Adjustment Request. Kristie Wilson, Finance Director
2. Discussion/Action: Resolution No. 29 22/23 Repealing all resolutions that purported to set forth a method for allocating Lodger's Tax. City Manager Swingle
3. Discussion/Action: Resolution No. 30 22/23 Approving support of a Fourth Leg Spoke to the proposed intersection/roundabout at Date Street and NM 181, I-25 Business Loop. City Manager Swingle
4. Discussion/Action: Publication of the City's General Obligation Bonds, Series 2023 Ordinance No. 745. Chris Muirhead, Modrall Sperling
5. Discussion/Action: Publication of Ordinance No. 746 Amending Chapter 14, Article I and II, and Sections 14-1 to 14-37 of the Municipal Code of Ordinances pertaining to Utility Mandated Annual Increases in Service Charges. George Szigeti, PUAB Chairman

I. NEW BUSINESS

1. Discussion/Action: Request to use donated proceeds to purchase memorial park benches. Sean Barnes, Parks Supervisor
2. Discussion/Update: Update regarding the January 29th Jordan's Way fundraiser. Tara Manning, Animal Shelter Supervisor
3. Discussion/Action: Approve proposed Mutual Aid Agreement between the Sierra County Sheriff's Office and the Truth or Consequences Police Department. Luis Tavizon, Chief of Police
4. Discussion/Action: Approval of Memorandum of Driving Range Surface Lease Agreement. City Manager Swingle
5. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Arts Council Application. Tammy Gardner, Executive Assistant
6. Discussion/Action: Review, Approve and/or Allocate Funds for Friends of New Mexico Film Application. Tammy Gardner, Executive Assistant
7. Discussion/Action: Review, Approve and/or Allocate Funds for Uplyfting Spirits Application. Tammy Gardner, Executive Assistant

J. EXECUTIVE SESSION

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

K. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING FEBRUARY 22, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: January 31, 2023
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Swingle and department supervisor

Summary/Background:

Sean Barnes – 1 year
Carmen Howell – 4 years
Matthew Gransbury – 6 years

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 2-8-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: C.2

SUBJECT: Certificate to LaRena Miller for 27 years as the Executive Director of the Geronimo Trail National Scenic Byway.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: February 3, 2023

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

WHO WILL PRESENT THE ITEM: Mayor Forrister

Summary/Background:

LaRena Miller has been the director of the Geronimo Trail National Scenic Byway for 27 years and she will soon be retiring. Mayor Forrister will present a Certificate of Appreciation to Ms. Miller for her hard work and dedication.

Recommendation:

None. Presentation only

Attachments:

- Certificate of Appreciation.

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 2-8-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, January 25, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 3, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 2-08-2023

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JANUARY 25, 2023

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Forrister called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PUBLIC COMMENT (3 Minute Rule Applies):

Rick Artman addressed the Commission with comments related to:

- They are in the middle of our Winter Fun Tournament series. It is a 5 event series and their next event they will be hosting will be held at noon on Saturday, January 28, 2023 and it will be a Pickleball Tournament. They will then have a Beat the Dice Golf Game where participants will play the 9 holes. You have to roll a dice, and if you match that number, you get one point and if you beat it you get 2 points. If you enter now for the events, you will be eligible to win prize money at the end of the series. There are two big events coming up. The first one will be on March 10th and March 11th. It will be a disk golf tournament that we had last year. 113 participated last year. We are anticipating over 120 this year in a 2 day format. The Golf Course will be closed during those days. The event after that will be the 72 Annual Fiesta Tournament, and that will be held the weekend prior to Fiesta. We will do a shotgun start at 9:00 a.m. and there will be a limit of 40 golfers. You can register at charitygolftoday.com and it will also be advertised this Friday with details on how to enter.

Tara Manning addressed the Commission with comments related to:

- The Jordan's Way Animal Shelter Donation Event will be held on Sunday, January 29th from 10:00 a.m. until 1 p.m. We already received all of our supplies and we will be taking the remainder of the week to prep and clean the Animal Shelter for the event. We are still looking for volunteers, and if you follow us on Facebook, please share the event. It would help us out tremendously.

OJ Hechler addressed the Commission with comments related to:

- We already started receiving donations for the Jordan's Way Animal Shelter Donation Event. We already received roughly \$500 in donations. If you can't make it to the fundraiser, just please follow us on the Facebook page. He has been informed that these events are really exciting so please come and join us or follow the event live on our Facebook page.

D. REPORTS:

City Manager Swingle reported the following:

- We've been advertising for the City Manager position since January 4, 2023 in the Albuquerque Journal, the El Paso Times, through the New Mexico Municipal League, through New Mexico Counties and locally through the Sentinel, as well as the city webpage. We've received 8 applications, and we will provide the Commission with copies to review.
- We still have vacancies on the Impact Fee Advisory Board, and one on the Public Utility Advisory Board, which you may be filling that position today. We have one vacancy on the Library Board, and one vacancy on the Recreation Advisory Board. We also have one vacancy on the Planning & Zoning Board so we are still very interested in getting volunteers to serve on these boards.

CITY COMMISSION JANUARY 25, 2023 REGULAR MEETING MINUTES

- Staff has met with the New Mexico Environmental Department concerning critical issues with our water and wastewater system. One of those items are on the agenda today, and it will require action from the Commission. We are doing everything humanly possible to get additional funding for wastewater and water infrastructure issues that we are experiencing in the city.
- The electric rate study is being conducted. It has been in process for a couple of months now. We got a consultant that is working on that for us. We had a virtual meeting last week to kind of go over some of the final details of their report. Once they incorporate our conversations into the report, we should we receive it shortly after. It should be anywhere from now up to 30 days.
- Right now, we are down to one staff member working at the Airport. The Airport is open 24/7 for planes, but we are only going to be staffing it for fuel purposes. During the week that we will not be staffing it would be on Sundays and Mondays, and it would be self-fuel on those days.
- The engineers who are evaluating the issues at the Lee Belle Johnson Building indicated that the geothermal water is flooding underneath, and is surfacing underneath the building, and it is causing a lot of movement and settling of the building. Walls are separating, and the infrastructure itself is starting to fatigue, so they are recommending that we remove everyone from the building until we can get this matter resolved. We are moving the library annex to the Nadine Gardner Learning Center. The Spaceport Visitor Center was engaged in spending money and doing some improvements to the building, but we told them to hold off on that until we get this sorted out. We will have to move the visitor center, and we do not have a location for that. Ideally, they want to be downtown, which is the customer base that they are trying to serve so we are still looking for a location for them.

City Attorney Rubin had no reports.

City Commission Reports:

Commissioner Fahl reported the following:

- She commended Assistant City Manager Alvarez because we have another project listed on our agenda, and she knows how difficult it is to manage all of those things and keep track. That can be an overwhelming job and she is doing a great job.

Commissioner Harrelson reported the following:

- Since COVID hit, and we had to shut down, we are having a really low attendance at the schools so she encouraged the community to send their children to school. There are a lot of kids who are only going one day a week, and if you are an elementary school kid, how are you going to learn to read. It takes a village, and we are a village so we really need to communicate to our community how important it is for our kids to be at school.

Mayor Pro-Tem Hechler reported the following:

- He is very busy with Fiesta which will be held on May 5th, May 6th and May 7th. We have another meeting today. Our first event is going to be on March 4th. He thanked Rick Artman at the golf course because having special events like that is really important to get the exposure to those facilities, and so people can see the improvements that the city is making.

Mayor Forrister had no report.

E. CONSENT CALENDAR:

1. **City Commission Regular Minutes, January 11, 2023**
2. **Acknowledge Planning & Zoning Commission Minutes, December 12, 2022**

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.

F. ORDINANCES/RESOLUTIONS/ZONING:

1. **Discussion/Action: Resolution No. 24 22/23 Law Enforcement Protection Funds (LEPF) Appropriation Letter:**

City Manager Swingle: This is a resolution approving the acceptance of the appropriation from the state on the Law Enforcement Protection Funds (LEPF) in the total of \$112,500 for this year, \$112,500 for next year, and \$56,250 for the 3rd year. This is for the recruitment and retention of Law Enforcement Officers, and it can be used for no other purpose. Unfortunately, there is too much language in the statute that they passed and they are really having a hard time figuring out how we can use that money, but we are trying to work through that with the state and other agencies to come up with a solution.

Mayor Pro-Tem Hechler moved to approve Resolution No. 24 22/23 Law Enforcement Protection Funds (LEPF) Appropriation Letter. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 25 22/23 Authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund:

Traci Alvarez, Assistant City Manager: This is part of the application process for the Colonias Infrastructure Fund. We will be requesting \$750,000 which would be phase 2 of our Water Meter replacement project. At the previous meeting you approved the CDBG application that we submitted and was awarded for Phase 1 for \$750,000. This project would include replacement of all meters, as well as the water meter cans as necessary, as well as connections. It would also include engineering and contracting out those services because we are short staffed in the Water Department. The funding requires engineering services in order to accept this so that would include the engineering piece in it. We have two current Colonias projects that we are working on. We were not going to apply this fiscal year because there was a chance that we would not meet the requirements of having our oldest Colonias project extended. Normal Colonias Funding is anywhere between \$9 million to maybe \$20 million that they have available, but this year they have \$64 million available in Colonias funds so we decided that it was worth submitting our application and hoping for the best.

Commissioner Fahl made a motion to approve Resolution No. 25 22/23 Authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 26 22/23 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority (NMFA):

City Manager Swingle: This is one of the initial steps to get the bond money for the city. This is for \$1 million for street, and \$2 million for water/waste water infrastructure. Attached with this resolution is the preliminary timeline and schedule of the actions that will take place over the next couple of months to fully implement this.

Mark Valenzuela, Managing Principal, Bosque Advisors LLC: As stated by City Manager Swingle, this is the start of the process here for the general obligation bond. Your community came out strongly in favor of it, so congratulations on that. That is fantastic. The first \$750,000 will happen this year, and will support additional program funding, so it will serve as the city's portion to support larger grants so you will get a bigger impact from it. In a couple of years, you will have paid off about \$600,000 of principal, and the Commission will have the decision to go back to voter to ask for more authority to

continue to keep this bond program going without having to raise taxes. It is all built on the idea that you are going to stay at the \$2.5 million. He then reviewed the General Obligation Bonds Plan (Complete copy attached hereto, and made a part hereof).

Mayor Forrister: I want to thank the voters for putting this through because when we pass bonds at the state level, we don't always see the growth of that, and here it will directly impact our voters here in our community.

Mayor Pro-Tem Hechler made a motion to approve Resolution No. 26 22/23 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority (NMFA). Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 27 22/23 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority Drinking Water State Revolving Loan Fund:

City Manager Swingle: At the prior meeting we discussed the full cost of fully implementing a water infrastructure replacement system in the city and it is somewhere between \$102 million and \$150 million at this point. We are kind of in crisis mode right now with the water leaks that we are experiencing city wide. We have a very high number of water leaks that are occurring. We are working with our engineers and the water department to target the areas where we are having the highest rate of water leaks, and what it would cost to replace those water lines. We are looking at around \$20 million. This is part of the PER and the projects that the engineers submitted to us a year ago. However, we are just going to focus on that one area at this point for emergency funding. We talked to the New Mexico Environment Department and they want an application. This resolution is in support of that.

Commissioner Fahl made a motion to approve Resolution No. 27 22/23 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority Drinking Water State Revolving Loan Fund. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. NEW BUSINESS:

- 1. Discussion/Action: Accept or deny the recommendation from the Planning & Zoning Board to approve a Special Use Kennel Permit for 3500-3710 E. 3rd Street:**

Mayor Forrister recused herself from this item.

Traci Alvarez, Assistant City Manager: The application was first presented to our Planning & Zoning Commission on January 9th. There was one opponent. The Planning & Zoning Board recommended approval of the application with a 3-1 vote. The applicant is requesting a Kennel Permit for 3500-3710 E. 3rd Street. The applicant kennels dogs pertaining to the business that they have. They run various dogs at different times. As mentioned with the previous Kennel Permit application, the intent of the animal control ordinance was never to require Kennel Permits to have to present for vaccinations and dog licenses because the dogs that are typically in a kennel situation may not reside in city limits. They are different dogs each time that are on site, and normally the kennel places for businesses or non-business would have to have the animals that are on that premise vaccinated, so at any time our Animal Control could request proof of vaccinations for whatever animals are being housed at that time. We will be making a change to the ordinance. It was just the wording that was left out on Section 3.8.1 (Multi Animal Site permit and Kennel Permit). Item I says "*all animals listed on the application 3 months of age or over must be vaccinated for rabies, and possess the city animal license tag*". It should have said, "*All animals listed on the Multi-Animal use application*" so it is just a matter of adding some wording there. We are also looking at accounting for some fostering, things that we did not expect when we did the first ordinance.

Code Enforcement Officer Sweeney: I did go out there and do that Kennel Permit. When I went out there, we look at various things like the animals, the housing, and the situation that they are in. The animals were not on the premise when I went out there. They have peak hours when they are being used for the business that they have so it was during that time that I went to the property that they were being used for that. Sometimes when they are kenneled, we definitely want to see the animals to see if the sizing is correct, but this was not the situation where I needed to see them. The kennels were definitely big in size, and you could easily put two or more in there. When we look at kennel sizes when they are in the kennel, we make sure that the dog can stand up and turn around and lay down perfectly fine. She did state that there is only one dog in each kennel, but like I said it can easily fit more than that. It was very clean, given the amount dogs that are there at any one time on the premise, which means that they are picking up after the animals. Food and water wasn't anything that I had to visually see because the dogs were not being housed there at the time. They did however, have containers there that were very clean. The housing of the animals was very clean as well. I didn't see anything off the list that would indicate that there were any problems with approving of the Kennel Permit on our side of it with Code Enforcement or Animal Control.

CITY COMMISSION JANUARY 25, 2023 REGULAR MEETING MINUTES

Commissioners Harrelson: So during the inspection there was dog houses for each dog?

Code Enforcement Officer Sweeney: So she has a huge piece of property, but inside the property they have where the animals are housed. It is a fairly large fenced in big kennel area, and there is a pretty tall fence around it so even if the animals managed to get out of the kennel, the fence could prevent them from running at large. Inside that is an "L" shaped set up. She had some single smaller kennels set up, and then there is a bigger one in the corner that can fit several more dogs if she needed to. She said that she lets them out to run in that area too, so it was very clean, and a very nice setup. It has an area for water, and each kennel has their own food and water source. The containers were in there at the time of the inspection. They were just not being used because the animals weren't there. Also, in the individualized kennels they have an overhead shade structure. They explained to me that they have cooling fans when it is hot, and in the winter months they put wood chips and heating pads in the kennels to keep the animals warm.

Mayor Pro-Tem Hechler: Just for the record, I would like to state that I received permission from the Mayor and I visited the site yesterday. I was not accompanied, and I was able to do this on my own. There were several animal in the kennels. I looked at them myself and I actually took the checklist that Ms. Sweeney took with her to evaluate the process with me, and I went through it one by one. I noted that everything was being met as it is supposed to be being met, and the animals looked like they were being well cared for. There was food, fresh water, and shelter. Everything that needed to be there was there so that satisfied me in my regard.

Commissioner Fahl: I've been to the property several times, so I was already aware of what it looked like and what the layout was.

Commissioner Fahl made a motion to approve the recommendation from the Planning & Zoning Board to approve a Special Use Kennel Permit for 3500-3710 E. 3rd Street. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Hon. Amanda Forrister, Mayor abstained herself.

Hon. Shelly Harrelson, Commissioner voted aye

Hon. Rolf Hechler, Mayor Pro-Tem voted aye

Hon. Merry Jo Fahl, Commissioner voted aye

Motion carried with a 3-0 vote with 1 abstention.

2. Discussion/Action: Accept or deny the recommendation from the Planning & Zoning Board to approve Summary Plat Amendment at 280 W. 2nd and 154 N. Lane:

Traci Alvarez, Assistant City Manager: This was also presented to the Planning & Zoning Commission on January 9th. There were no opponents or proponents. The board recommended approval of the Summary Plat Amendment at 280 W. 2nd and 154 N. Lane. The applicants are wishing to split their lots so that they can separate their carport. It kind of goes into another lot.

Commissioner Fahl made a motion to approve the recommendation from the Planning & Zoning Board to approve Summary Plat Amendment at 280 W. 2nd and 154 N. Lane. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Appointment of Ken Moran to the Public Utility Advisory Board:

City Clerk Torres: This is to approve the Public Utility Advisory Board's recommendation to fill the vacancy on their board. The applicant Kenny Moran, is a former Electric Department employee. Therefore, I feel with his knowledge, he will be a great addition to the board. If appointed, Kenny will serve a 2 year term on the board. Kenny is in the audience should you have any questions for him.

Commissioner Harrelson: I think it is important to always have somebody who is in the field and has experience serve on a board like that because it really does bring in more of a bigger picture when things are brought up so I think that is a great idea.

Mayor Pro-Tem Hechler made a motion to appoint Ken Moran to serve a two year term on the Public Utility Advisory Board. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Approve proposed Truth or Consequences Police Policies and Procedures:

Chief of Police Tavizon: These are completely revised Policies and Procedures for the Truth or Consequences Police Department. Being familiar with risk management, I took a look at what we were working with, and I thought that we could use a vast improvement in those areas, so I did the revision. and I request approval. As you are aware, the Police Department being through the city, state or county is a high risk department, and I'm not saying that these policies will completely eliminate that liability, but it will mitigate the liability with providing clear guidance to our officers and staff.

City Manager Swingle: If you look at the format of the policies, the Chiefs goal is to get the organization accredited so he drafted the policies and the criteria following the states accreditation criteria. The Chief really needs to be recognized for wanting to move the department forward.

City Attorney Rubin: I gave the Chief my comments in regard to each section of this, and I believe he did incorporate most of the changes I suggested. I think at this point we want to get this approved, but it turns out that there were a couple of sections that I didn't have at the time, but I think what we can do is approve the policy today, and the Chief and I agree to keep working on the last couple of sections, and if I have any additional revisions I want to suggest we can still do that after this approved, subject to your approval.

Commissioner Fahl made a motion to approve the Truth or Consequences Police Policies and Procedures and to let staff make amendments if needed. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

City Manager Swingle reviewed the Purchase Requisitions over \$20,000 that was 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.

6. Discussion/Action: Approval of Contract with South Central Solid Waste Authority (SCSWA):

City Manager Swingle: We've had an existing contract with the South Central Solid Waste Authority (SCSWA) for many years, and this is for a 1 year extension of that contract. The cost is increasing, and it increases every year. We typically see about a 5% increase, but this year the increase was 6.2% and that will elevate it to \$57.01 per ton of trash that we take. Inflation is also hitting them, so it is a little higher than normal, but it is pretty consistent with the increase that we receive from them every year.

Commissioner Fahl moved to approve the Contract with South Central Solid Waste Authority (SCSWA). Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Agreement to Extend City Manager Employment Contract:

City Manager Swingle: My contract is set to expire May 2, 2023, but I am proposing that you extend it for 29 days because the preliminary budget is due to DFA on the 31st, so I am asking for the extension so that I am still on staff until we get the preliminary budget in the system. The final meeting that the Commission will be having in May will be where you finalize the preliminary budget. There will be very little change, if any, from the preliminary budget to the final budget. With us having a brand new Finance Director, I don't think we envisioned this when we entered into the contract 2 years ago. I do not want to leave the city without a completed budget.

Mayor Pro-Tem Hechler moved to Extend City Manager Employment Contract for 29 days. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Agreement pertaining to addition of a Fourth Leg (Spoke) to a proposed intersection/roundabout:

City Manager Swingle: Randy Ashbaugh is very concerned about not having that Fourth Leg (Spoke) in the roundabout. This is the one near the front of Sonic. At one time apparently there was a Fourth Leg (Spoke) allowing for a road to be built behind Walmart, past the Gas Company, and around down to Date Street. It is a secondary means of ingress and egress. Working with the NMDOT and Randy Ashbaugh, we came up with this agreement. The NMDOT will only contract with the city for this roundabout, and any connection to that roundabout, so it is the city's responsibility to contract with the developer. Based on the criteria that the NMDOT wants in the agreement, City Attorney Rubin has put together an agreement which specifies that Mr. Ashbaugh is responsible for the cost. They are estimating that it will cost about \$100,000 to add this to the design to the already planned and engineered roundabout. It seems like a lot of money, but the engineers have indicated to us that there are about 67 pages of blueprints that have to be changed for this spoke to be added, but it is in the city's interest to support this because this will allow that area to be developed further and that is good for the community. There is also a traffic study that has to be done, and the total estimated cost of that is \$30,000 which Randy will be responsible for. We are on a very narrow window of time to get this accomplished, but I think we are fortunate that the north roundabout by Sonic will not be started until they finish the other two, and that is for traffic flow purposes. Ultimately at the end of the day, if the vote meets our requirements, the Planning & Zoning Commission will review it, and then it will come to the Commission for acceptance. The state is adamant that they are not going to have a roundabout to nowhere. They have experienced disastrous consequences by having that occur in places in New Mexico, and it is a policy on the NMDOT's behalf that they will not do that so Mr. Ashbaugh will have 3 years to build

that road from the time that the roundabouts are built to develop and construct that road, and that will be at his expense.

Commissioner Fahl moved to approve the agreement pertaining to addition of a Fourth Leg (Spoke) to a proposed intersection/roundabout. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Approval of (MOU) between the Village of Williamsburg and the City of Truth or Consequences for Animal Control and Animal Shelter Services:

City Manager Swingle: This is the second MOU that you've seen. You approved one in the past, but the Village did not. In meeting with all of the entities to go over the cost that we discussed in past, it was brought up by Amber from the County that we actually included some of Code Enforcement's costs in the Animal Control budget. We looked at it and she was right, so we extracted those costs, and it would reduce the Village's cost by about \$2,000. So instead of being \$18,000 and some change, it will be \$16,373 per year. This will be made by monthly payments of \$1364.42. I know to the Village it sounds like a lot of money, but you cannot provide Animal Control and Animal Shelter services for \$16,000 a year in any community so it is a very good deal for them and it is cost effective for them.

Mayor Pro-Tem Hechler moved to approve the (MOU) between the Village of Williamsburg and the City of Truth or Consequences for Animal Control and Animal Shelter Services. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Approval of Payment Processing Instructions and Guidelines:

Sonya Renfro, Utility Office Manager: Our current credit card processing is at its end of life so we are having to switch over to something else. Tyler Technologies came into an agreement with Chase and JP Morgan so we can actually get rid of a 3rd party vendor, and we will just be going directly through them. We will also be able to start taking echecks, which is going to be wonderful. The credit card cost will also decrease because we will not be paying a 3rd party vendor.

City Manager Swingle: I want to give kudos to Sonya for being ahead of the game and taking the lead on this to get it done. It is very important and much needed.

CITY COMMISSION JANUARY 25, 2023 REGULAR MEETING MINUTES

Commissioner Fahl moved to approve the Payment Processing Instructions and Guidelines. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 10:17 a.m.

Passed and Approved this 8th day of February, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

City of Truth or Consequences, NM - Multiple Issuances

Number of Years	Calendar Year (9/1)	General Obligation Bonds, Plan of Finance				Total Debt Service (DS)	Property Tax		Debt Service Coverage
		Series 2023	Series 2024	Series 2025	Series 2026		Revenue	Excess Revenue	
		-		-		-	-	-	-
1	2023	\$ 13,496	\$ -	\$ -	\$ -	\$ 13,496	\$ 134,197	\$ 120,701	9.94
2	2024	294,500	-	-	-	294,500	268,394	(26,106)	0.91
3	2025	51,750	239,500	-	-	291,250	268,394	(22,856)	0.92
4	2026	50,500	59,500	184,500	-	294,500	268,394	(26,106)	0.91
5	2027	49,250	58,000	57,250	124,475	288,975	268,394	(20,581)	0.93
6	2028	48,000	61,500	61,000	119,725	290,225	268,394	(21,831)	0.92
7	2029	56,750	59,750	69,500	34,975	220,975	268,394	47,419	1.21
8	2030	55,000	63,000	67,500	34,225	219,725	268,394	48,669	1.22
9	2031	53,250	61,000	65,500	38,475	218,225	268,394	50,169	1.23
10	2032	51,500	59,000	63,500	42,475	216,475	268,394	51,919	1.24
11	2033	49,750	57,000	61,500	36,225	204,475	268,394	63,919	1.31
12	2034	48,000	55,000	59,500	35,225	197,725	268,394	70,669	1.36
13	2035	46,250	53,000	57,500	34,225	190,975	268,394	77,419	1.41
14	2036	44,500	51,000	55,500	33,225	184,225	268,394	84,169	1.46
15	2037	42,750	29,000	53,500	32,225	157,475	268,394	110,919	1.70
16	2038	26,000	28,000	31,500	31,225	116,725	268,394	151,669	2.30
17	2039	25,000	27,000	30,500	30,225	112,725	268,394	155,669	2.38
18	2040	24,000	26,000	34,500	29,225	113,725	268,394	154,669	2.36
19	2041	23,000	25,000	38,250	28,225	114,475	268,394	153,919	2.34
20	2042	22,000	24,000	36,750	37,225	119,975	268,394	148,419	2.24
21	2043	21,000	23,000	35,250	35,725	114,975	268,394	153,419	2.33
22	2044	-	42,000	33,750	34,225	109,975	268,394	158,419	-
23	2045	-	-	47,250	7,225	54,475	268,394	213,919	-
24	2046	-	-	-	52,500	52,500	268,394	215,894	-
		-	-	-	-	-	-	-	-
		\$ 1,096,246	\$ 1,101,250	\$ 1,144,000	\$ 851,275	\$ 4,192,771	\$ 6,307,268	\$ 2,114,497	

Note: Pledged revenues represent estimate of revenue at 2.5 mills of property tax. Timing may impact these estimates.
 *Preliminary, Subject to Change

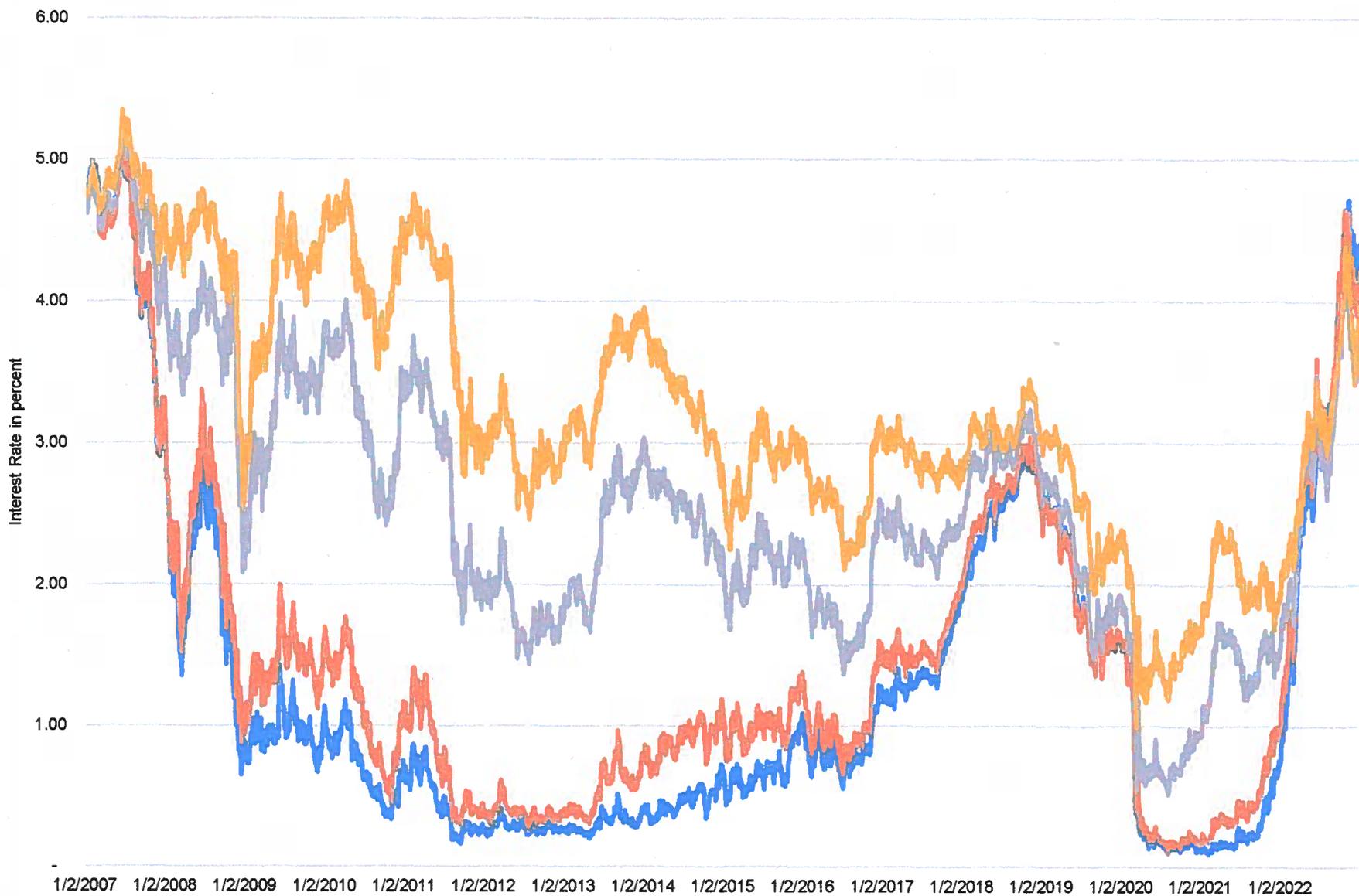
City of Truth or Consequences, NM - Single Issuance

Number of Years	Calendar Year (9/1)	General Obligation Bonds, Series 2023			Property Tax		Debt Service
		Principal	Interest	Total Debt Service (DS)	Revenue	Excess Revenue	Coverage
1	2023	\$ -	\$ 57,083	\$ 57,083	\$ 134,197	\$ 77,114	2.35
2	2024	135,000	150,000	285,000	268,394	(16,606)	0.94
3	2025	140,000	143,250	283,250	268,394	(14,856)	0.95
4	2026	145,000	136,250	281,250	268,394	(12,856)	0.95
5	2027	155,000	129,000	284,000	268,394	(15,606)	0.95
6	2028	160,000	121,250	281,250	268,394	(12,856)	0.95
7	2029	165,000	113,250	278,250	268,394	(9,856)	0.96
8	2030	170,000	105,000	275,000	268,394	(6,606)	0.98
9	2031	175,000	96,500	271,500	268,394	(3,106)	0.99
10	2032	180,000	87,750	267,750	268,394	644	1.00
11	2033	185,000	78,750	263,750	268,394	4,644	1.02
12	2034	190,000	69,500	259,500	268,394	8,894	1.03
13	2035	195,000	60,000	255,000	268,394	13,394	1.05
14	2036	200,000	50,250	250,250	268,394	18,144	1.07
15	2037	205,000	40,250	245,250	268,394	23,144	1.09
16	2038	100,000	30,000	130,000	268,394	138,394	2.06
17	2039	100,000	25,000	125,000	268,394	143,394	2.15
18	2040	100,000	20,000	120,000	268,394	148,394	2.24
19	2041	100,000	15,000	115,000	268,394	153,394	2.33
20	2042	100,000	10,000	110,000	268,394	158,394	2.44
21	2043	100,000	5,000	105,000	268,394	163,394	2.56
		-	-	-	-	-	-
		\$ 3,000,000	\$ 1,543,083	\$ 4,543,083	\$ 5,502,085	\$ 959,001	

Note: Pledged revenues represent estimate of revenue at 2.5 mills of property tax. Timing may impact these estimates.

*Preliminary, Subject to Change

Daily Market Rates: From 2007 to Today
US Treasury (2-year, 3-year, 10-year, 30-year)



Source: U.S. Treasury, Daily Yield on Long Term Rates, 2007 to date, www.treasury.gov:



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 9, 2023

Agenda Item #: F.2

SUBJECT: January 2023 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: February 3, 2023
SUBMITTED BY: Kristie Wilson, Finance Director
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for January 2023.

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 239,614.45

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other:

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 2-8-2023



Truth or Consequences

Expense Approval Report By Fund

Payment Dates 1/1/2023 - 1/31/2023

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

2/1/23

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 999 - Revolving					
WASHINGTON NATIONAL INS	INV0006788	12/23/2022	Groups: W06728, 8077, WGO	999-9999-20259	1,591.47
RISK MANAGEMENT DIVISION	INV0006796	01/06/2023	Admin Fee	999-9999-20254	57.55
AFLAC	INV0006797	01/06/2023	AFLAC	999-9999-20258	363.95
AMERICAN HERITAGE LIFE INS	INV0006798	01/06/2023	Allstate #CES16266	999-9999-20268	11.00
RISK MANAGEMENT DIVISION	INV0006799	01/06/2023	Basic Life	999-9999-20254	223.21
RISK MANAGEMENT DIVISION	INV0006800	01/06/2023	BCBS HMO	999-9999-20254	5,910.29
RISK MANAGEMENT DIVISION	INV0006801	01/06/2023	BCBS PPO	999-9999-20254	15,144.22
RISK MANAGEMENT DIVISION	INV0006802	01/06/2023	BCBS PPO - DP	999-9999-20254	156.24
RISK MANAGEMENT DIVISION	INV0006803	01/06/2023	Dental	999-9999-20254	1,970.29
RISK MANAGEMENT DIVISION	INV0006804	01/06/2023	Dental DP	999-9999-20254	9.72
RISK MANAGEMENT DIVISION	INV0006805	01/06/2023	Disability	999-9999-20254	350.74
State Collection and Disburse	INV0006806	01/06/2023	D.Venable - 3200038014	999-9999-20270	387.23
MICHIGAN STATE DISBURSEM	INV0006807	01/06/2023	CHARLES WILLIAMSON 91228	999-9999-20270	298.16
Nevada State Treasurer	INV0006808	01/06/2023	SCaDU Fee - 3200038014	999-9999-20270	2.00
NEW YORK LIFE	INV0006809	01/06/2023	NY Life - N84067 & S19108	999-9999-20256	788.59
PUBLIC EMPLOYEES RETIREM	INV0006810	01/06/2023	PERA - PD	999-9999-20251	7,941.36
PUBLIC EMPLOYEES RETIREM	INV0006811	01/06/2023	PERA - Regular	999-9999-20251	33,967.02
PUBLIC EMPLOYEES RETIREM	INV0006812	01/06/2023	PERA - Under 20K	999-9999-20251	365.92
RISK MANAGEMENT DIVISION	INV0006813	01/06/2023	Presbyterian HMO	999-9999-20254	11,336.98
RISK MANAGEMENT DIVISION	INV0006814	01/06/2023	Supplemental Life	999-9999-20254	126.18
RISK MANAGEMENT DIVISION	INV0006815	01/06/2023	Vision	999-9999-20254	352.93
RISK MANAGEMENT DIVISION	INV0006816	01/06/2023	Vision DP	999-9999-20254	0.51
NATIONWIDE RETIREMENT S	INV0006817	01/06/2023	NM-PERA City of Truth or Con	999-9999-20266	770.00
WASHINGTON NATIONAL INS	INV0006818	01/06/2023	Groups: W06728, 8077, WGO	999-9999-20259	1,600.96
CSED/REMITTANCE PROCESSI	INV0006819	01/06/2023	P.Loveall - 228149	999-9999-20270	58.75
STATE OF NM CHILD SUPPORT	INV0006820	01/06/2023	LOUIS TAVIZON 000319616	999-9999-20270	268.41
IRS - Payroll Withholdings	INV0006821	01/06/2023	MC	999-9999-20247	4,890.52
IRS - Payroll Withholdings	INV0006822	01/06/2023	FIT	999-9999-20249	10,389.80
IRS - Payroll Withholdings	INV0006823	01/06/2023	FICA	999-9999-41250	17,775.42
NM TAXATION & REVENUE	INV0006824	01/06/2023	SIT	999-9999-20248	4,286.76
RISK MANAGEMENT DIVISION	INV0006831	01/20/2023	Admin Fee	999-9999-20254	54.51
AFLAC	INV0006832	01/20/2023	AFLAC	999-9999-20258	363.95
AMERICAN HERITAGE LIFE INS	INV0006833	01/20/2023	Allstate #CES16266	999-9999-20268	11.00
RISK MANAGEMENT DIVISION	INV0006834	01/20/2023	Basic Life	999-9999-20254	212.16
RISK MANAGEMENT DIVISION	INV0006835	01/20/2023	BCBS HMO	999-9999-20254	5,641.64
RISK MANAGEMENT DIVISION	INV0006836	01/20/2023	BCBS PPO	999-9999-20254	14,206.93
RISK MANAGEMENT DIVISION	INV0006837	01/20/2023	BCBS PPO - DP	999-9999-20254	156.24
RISK MANAGEMENT DIVISION	INV0006838	01/20/2023	Dental	999-9999-20254	1,905.61
RISK MANAGEMENT DIVISION	INV0006839	01/20/2023	Dental DP	999-9999-20254	9.72
RISK MANAGEMENT DIVISION	INV0006840	01/20/2023	Disability	999-9999-20254	326.04
State Collection and Disburse	INV0006841	01/20/2023	D.Venable - 3200038014	999-9999-20270	387.23
MICHIGAN STATE DISBURSEM	INV0006842	01/20/2023	CHARLES WILLIAMSON 91228	999-9999-20270	298.16
Nevada State Treasurer	INV0006843	01/20/2023	SCaDU Fee - 3200038014	999-9999-20270	2.00
NEW YORK LIFE	INV0006844	01/20/2023	NY Life - N84067 & S19108	999-9999-20256	698.15
PUBLIC EMPLOYEES RETIREM	INV0006845	01/20/2023	PERA - PD	999-9999-20251	7,839.06
PUBLIC EMPLOYEES RETIREM	INV0006846	01/20/2023	PERA - Regular	999-9999-20251	32,925.60

Expense Approval Report

Payment Dates: 1/1/2023 - 1/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PUBLIC EMPLOYEES RETIREM	INV0006847	01/20/2023	PERA - Under 20K	999-9999-20251	365.92
RISK MANAGEMENT DIVISION	INV0006848	01/20/2023	Presbyterian HMO	999-9999-20254	11,336.98
RISK MANAGEMENT DIVISION	INV0006849	01/20/2023	Supplemental Life	999-9999-20254	126.18
RISK MANAGEMENT DIVISION	INV0006850	01/20/2023	Vision	999-9999-20254	343.93
RISK MANAGEMENT DIVISION	INV0006851	01/20/2023	Vision DP	999-9999-20254	0.51
NATIONWIDE RETIREMENT S	INV0006852	01/20/2023	NM-PERA City of Truth or Con	999-9999-20266	770.00
CSED/REMITTANCE PROCESSI	INV0006854	01/20/2023	P.Loveall - 228149	999-9999-20270	58.75
STATE OF NM CHILD SUPPORT	INV0006855	01/20/2023	LOUIS TAVIZON 000319616	999-9999-20270	268.41
IRS - Payroll Withholdings	INV0006856	01/20/2023	MC	999-9999-20247	4,970.46
IRS - Payroll Withholdings	INV0006857	01/20/2023	FIT	999-9999-20249	11,280.44
IRS - Payroll Withholdings	INV0006858	01/20/2023	FICA	999-9999-41250	17,933.14
NM TAXATION & REVENUE	INV0006859	01/20/2023	SIT	999-9999-20248	4,489.18
PUBLIC EMPLOYEES RETIREM	INV0006864	01/20/2023	PERA - Regular	999-9999-20251	257.94
IRS - Payroll Withholdings	INV0006866	01/20/2023	MC	999-9999-20247	17.18
IRS - Payroll Withholdings	INV0006867	01/20/2023	FIT	999-9999-20249	50.00
IRS - Payroll Withholdings	INV0006868	01/20/2023	FICA	999-9999-41250	73.44
NM TAXATION & REVENUE	INV0006869	01/20/2023	SIT	999-9999-20248	1.12
IRS - Payroll Withholdings	INV0006870	01/27/2023	MC	999-9999-20247	150.80
IRS - Payroll Withholdings	INV0006871	01/27/2023	FIT	999-9999-20249	27.92
IRS - Payroll Withholdings	INV0006872	01/27/2023	FICA	999-9999-41250	644.80
NM TAXATION & REVENUE	INV0006873	01/27/2023	SIT	999-9999-20248	13.17
				Fund 999 - Revolving Total:	239,614.45
				Grand Total:	239,614.45

Report Summary

Fund Summary

Fund	Payment Amount
999 - Revolving	239,614.45
Grand Total:	239,614.45

Account Summary

Account Number	Account Name	Payment Amount
999-9999-20247	MEDICARE PAYABLE	10,028.96
999-9999-20248	SIT PAYABLE	8,790.23
999-9999-20249	FIT PAYABLE	21,748.16
999-9999-20251	PERA PAYABLE	83,662.82
999-9999-20254	INSURANCE 1 PAYABLE-S	69,959.31
999-9999-20256	INSURANCE 3 PAYABLE-	1,486.74
999-9999-20258	INSURANCE 5 PAYABLE-A	727.90
999-9999-20259	INS 6 PAYABLE-WASHING	3,192.43
999-9999-20266	NRS - ST DEF COMP	1,540.00
999-9999-20268	ALLSTATE	22.00
999-9999-20270	MISCELLANEOUS PAYABL	2,029.10
999-9999-41250	FICA PAYABLE	36,426.80
Grand Total:	Grand Total:	239,614.45

Project Account Summary

Project Account Key	Payment Amount
None	239,614.45
Grand Total:	239,614.45



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: F.3

SUBJECT: Take Home Vehicle Form
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 3, 2023
SUBMITTED BY: Angela A. Torres
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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 for David Brazas in the Parks Department.

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. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 2-8-2023



Take Home Vehicle Authorization Request

Employee: David Brazas Department: Parks

Position Title: Parks Worker 1 Commute Miles/Day: 7.1

Employee Address: 402 NM HWY 195 ELEPHANT BUTTE NM 87935

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.

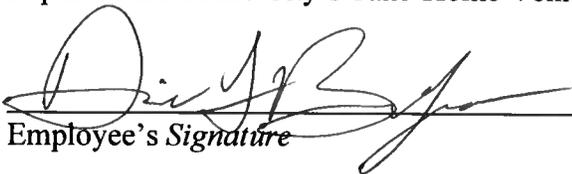
Emergency Response: Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

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 OPENING AND CLOSING FACILITIES DURNING THE WEEK AND ON WEEKENDS.

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.


Employee's Signature

2/2/2023
Date

 Sean Barnes
Department Director Signature

Approved Denied

Commission

Approved

Denied

Amanda Forrister, Mayor Signature

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: G.1

SUBJECT: Public Hearing and Final Adoption of Ordinance 743 amending the City of Truth or Consequences Municipal Code Sections 2-356 and 2-357.

DEPARTMENT: Community Services

DATE SUBMITTED: February 3, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler

Summary/Background:

The Recreation Advisory Board recommends and approves final amendments to the code to combine and consolidate the Recreation Advisory Board and Golf Advisory Board. On January 11th the Governing Body approved publication of this ordinance. The next step to this process is a Public Hearing and action from the Governing Body.

Recommendation:

Approve Ordinance 743

Attachments:

- Amended Section of Municipal Code Section 2-356 & 2-357(Redline)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 2-8-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 743

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTIONS 2-356 AND 2-357 OF THE CODE PERTAINING TO DIVISION 8.5 - RECREATION ADVISORY BOARD

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section one. That the Code of Ordinances of the City of Truth or Consequences be as amended follows:

DIVISION 8.5 - RECREATION AND GOLF ADVISORY BOARD

Sec. 2-356. - BOARD CREATED; MEMBERS.

There is hereby created a Recreation and Golf Advisory Board consisting of ~~seven~~ eight (8) members. ~~Two~~ Three (3) of the non-voting members shall be include the City Recreation Director, and the the City Parks Director, and the Golf Course Superintendent. ~~Neither the City Recreation Director nor the City Park Director shall be voting members.~~ The other five (5) members of the Board shall be appointed by the City Commission and shall be voting members. These five (5) ~~original~~ Commission appointed members shall serve staggered two (2) year terms. ~~and thereafter there shall be appointed by the City Commission members of the Board who shall each serve two year terms.~~ The terms of the members of the Board (with the exception of the City Recreation Director, and the City Park Director, and the Golf Course Superintendent) shall expire on June 30; provided, however, that any member of the Board shall continue to hold his/her office until his their successor is appointed and qualified. Members of the Board shall make recommendations to the City Manager and the Commission for City supported recreation, golf and disc golf opportunities and matters concerning City recreation, golf course and disc golf facilities.

(Ord. No. 474, § 1, 7-10-00)

SEC. 2-357. - POWERS AND DUTIES.

(a) The Board shall make recommendations to the City Commission concerning the facilities and recreation, golf and disc golf programs within its jurisdiction including budget and rates to be charged in connection with such facilities and programs. ~~Specifically excluded from its jurisdiction are is the Municipal Golf Course and Municipal Airport.~~ Such recommendations shall be made through the City Manager who shall then refer the same promptly to the City Commission.

(b) The Board shall keep records and accounts of all its activities and make reports to the City Manager or to the Commission upon request.

(Ord. No. 474, § 2, 7-10-00; Ord. No. 488, § 1, 3-12-01)

Section two. Subsections 2-358 and 2-359 shall remain in full force and effect.

Section three. Effective date. The provisions of this Amended Ordinance shall become effective February 13, 2023.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 8th day of February, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: G.2

SUBJECT: Final Adoption of Ordinance No. 744 providing for the repeal of Ordinance No. 406 pertaining to Sections 2-211, 2-212, 2-213, and 2-214 of the Code of Ordinances.

DEPARTMENT: Community Services

DATE SUBMITTED: January 5, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler

Summary/Background:

By combining the Golf Advisory Board into the Recreation Advisory Board all sections of the Code of Ordinances pertaining to the Golf Advisory Board will be declared null and void and of no effect. On January 11th the Governing Body approved publication of this ordinance. The next step to this process is a Public Hearing and action from the Governing Body.

Recommendation:

Approve Ordinance 744

Attachments:

- Ordinance No. 744

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 2-8-2023

ORDINANCE NO. 744

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, PROVIDING FOR THE REPEAL OF ORDINANCE NO. 406 PERTAINING TO DIVISION 1. - GOLF COURSE ADVISORY BOARD SECTION 2-211 BOARD CREATED: MEMBERS, SECTION 2-212 POWERS AND DUTIES, SECTION 2-213 MEETINGS AND SECTION 2-214 VACANCIES; ELECTION OF OFFICERS OF THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO; AND DECLARING THE SAME TO BE NULL AND VOID AND OF NO EFFECT.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. That Ordinance No. 406 consisting of Sections 2-211, 2-212, 2-213 and 2-214 of the Code of Ordinances of the City of Truth or Consequences is hereby repealed, and declared null and void and of no effect.

Section 2. This Ordinance shall take effect on the 13th day of February, 2023.

PASSED, APPROVED AND ADOPTED this 13th day of February, 2023.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY:

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: H.1

SUBJECT: Resolution No. 28 22/23 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: January 31, 2023

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

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

Recommendation:

Approval Resolution No. 28 22/23 Budget Adjustment Requests for Fiscal Year 2022-2023.

Attachments:

Resolution No 28 22/23

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 28 22-23 Ordinance No. .

Continued To: . Referred To: .

Approved Denied Other: .

File Name: CC Agendas 2-8-2023



RESOLUTION NO. 28 22/23

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

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

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2022-2023; and

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

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

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

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

PASSED, ADOPTED and APPROVED this 08th day of February, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
 FISCAL YEAR: 2022-23 1/11/2023
 DFA Resolution Number: 28 22/23
 BAR NUMBER: 7

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	General Fund	101-1099-37390	Property Sales	Revenue	\$ 94,501	\$ 36,500.00		\$ 131,001	Increase due to sale of 3 properties. 307 N. Birch \$14,000, 1304 Steel \$4,000, and Lot 63-64 Sierra Vista \$18,500
1	General Fund	101-1010-48555	Clean Up & Demolition Costs	Expense	\$ 62,501	\$ 36,500.00	\$ -	\$ 99,001	Increase due to revenue received for property sales
								\$ -	
2	American Rescue Plan	260-2002-37380	Miscellaneous Revenue	Revenue	\$ -	\$ 130,360.00		\$ 130,360	4th spoke/roundabout -Randy Ashbaugh
2	American Rescue Plan	260-2002-80860	Infrastructure	Expense	\$ -	\$ 130,360.00		\$ 130,360	4th spoke/roundabout -Randy Ashbaugh
								\$ -	
3	Water System Improvements	321-7017-38387	Loan Proceeds	Revenue	\$ -	\$ 1,166,699.00		\$ 1,166,699	Water System Improvements P1
3	Water System Improvements	321-7017-80860	Infrastructure	Expense	\$ -	\$ 1,166,699.00		\$ 1,166,699	Water System Improvements P1 PO #75278-R1
								\$ -	
4	General Fund	101-1099-39935	Transfer In	Revenue	\$ 1,507,048		\$ (35,000)	\$ 1,472,048	Can no longer transfer funds to General Fund from Lodger's Tax
4	Lodger's Tax	214-2503-49930	Transfer Out	Expense	\$ 90,000		\$ (35,000)	\$ 55,000	Can no longer transfer funds to General Fund from Lodger's Tax

ATTEST: Angela Torres, Clerk-Treasu (Date) Amanda Forrister, Mayor (Date)

DOCUMENT #1

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, January 18, 2023 10:40 AM
To: Kerin Salcedo; Wilson, Kristie
Cc: Sonya Renfro
Subject: LOT 63-64 SIERRA VISTA- WAYNE GOFFENA PROPERTY SALE FW: Receipt #R00291366
Attachments: Xerox Scan_01182023102546.PDF

-----Original Message-----

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, January 18, 2023 10:37 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00291366

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

DATE : 1/18/2023 11:35 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00291366
PROPSALE PROPERTY SALE
LOT 63-64 SIERRA VISTA- WAYNE GOFFENA PROPERTY SALE 18500.00
101-1099-37390 -18500.00

Check 18500.00 REF:1483

PURCHASE AGREEMENT

This Agreement is entered into on the 11th day of January 2023, by and between **THE CITY OF TRUTH OR CONSEQUENCES**, a Municipal corporation (City), and **WAYNE E. & KAY GOFFENA**, husband and wife (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 Buyer the following described property located in Sierra County, New Mexico:

Lots 63 and 64 of the Sierra Vista Addition to the City of Truth or Consequences,
New Mexico.

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 August 25, 2022 from Lee Morris of Morris Appraisal Services. The appraised value of the property was \$8,000.00 per lot for a total of \$16,000.00.

D. The parties have agreed that the City shall sell the two (2) aforesaid Lots to the Buyer for a total purchase price of \$18,500.00.

NOW THEREFORE, the parties agree as follows:

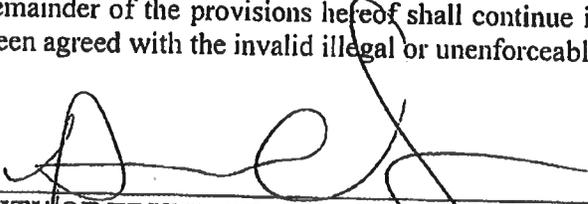
1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer for the agreed upon consideration.
2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of **EIGHTEEN THOUSAND, FIVE DOLLARS (\$18,500.00)**.
3. Immediately 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 perform its own title search, and if desired, purchase its own title policy.
5. All recording fees and closing costs will be paid by Buyer.
6. Buyer shall be entitled to immediate possession of the premises after closing.
7. **Attorney's Fees.** If either party uses the services of any attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

8. Entire Agreement. This contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Contract may be varied only by a document signed by both parties.

9. Force Majeure. Neither party shall be liable for delay of failure to perform any obligation under this Contract if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

10. Law and Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

11. Severance. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be served, and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been agreed with the invalid illegal or unenforceable provision eliminated.



CITY OF TRUTH OR CONSEQUENCES- Seller



WAYNE E. GOFFENA - Buyer

KAY GOFFENA - Buyer

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, January 18, 2023 10:35 AM
To: Wilson, Kristie; Kerin Salcedo
Cc: Sonya Renfro
Subject: 307 N BIRCH- FRANK LUCHINI-PROPERTY SALE FW: Receipt #R00291365
Attachments: Xerox Scan_01182023101930.PDF

-----Original Message-----

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, January 18, 2023 10:30 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00291365

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

DATE : 1/18/2023 11:29 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00291365
PROPSALE PROPERTY SALE
307 N BIRCH- FRANK LUCHINI-PROPERTY SALE 14000.00
101-1099-37390 -14000.00

Check 14000.00 REF:1559

PURCHASE AGREEMENT

This Agreement is entered into on the 11th day of January 2023, by and between **THE CITY OF TRUTH OR CONSEQUENCES**, a Municipal corporation (City), and **FRANKIE LUCHINI**, a single man (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:

Lot 15 and 16, Block 66, of the Original Townsite of the City of Truth or Consequences. Please see the attached Boundary Survey Plat, attached hereto as **EXHIBIT A**.

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 6, 2022 from Karen Mundy of Mundy Appraisal Services. The appraised value of the property was \$20,000.00.

D. The City obtained an Offer to Purchase dated December 30, 2022 from Mr. Frankie Luchini, attached hereto as **EXHIBIT B**.

E. However, for the reasons set forth in Resolution 22 22/23 which has been approved by the City Commission at its January 11, 2023 meeting, the City has agreed to sell the property to the Buyer for \$14,000.00 cash, to be paid at the closing.

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 **FOURTEEN THOUSAND DOLLARS (\$14,000.00)**.
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 perform its own title search, and if desired, purchase its own title policy.
5. All recording fees and closing costs will be paid by Buyer.
6. Buyer shall be entitled to immediate possession of the premises after closing.

7. Attorney's Fees. If either party uses the services of any attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

8. Entire Agreement. This contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Contract may be varied only by a document signed by both parties.

9. Force Majeure. Neither party shall be liable for delay of failure to perform any obligation under this Contract if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

10. Law and Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

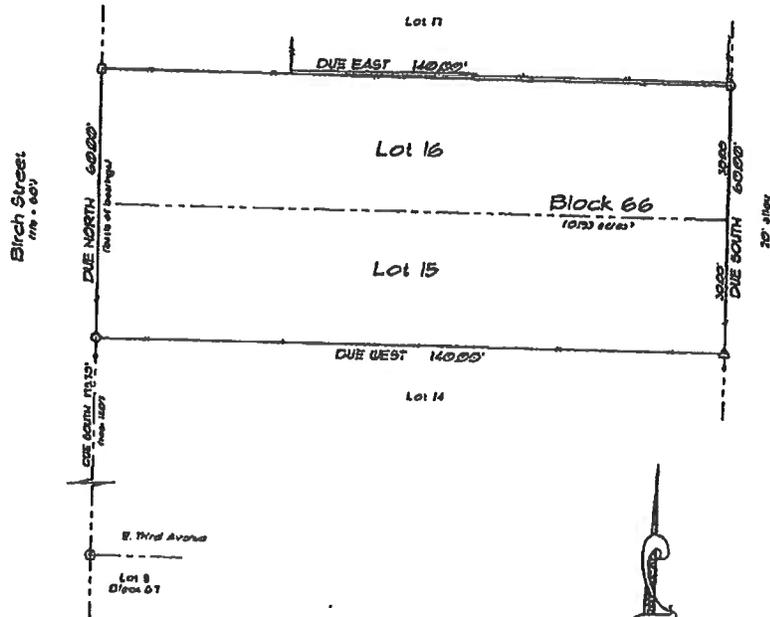
11. Severance. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be served, and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been agreed with the invalid illegal or unenforceable provision eliminated.


CITY OF TRUTH OR CONSEQUENCES- Seller


FRANKIE LUCHINI - Buyer

(Acknowledgments on the following page)

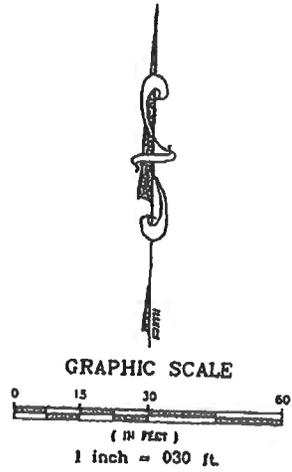
BOUNDARY SURVEY FLAT
of Lots 15 and 16, Block 66,
Original Townsite of Hot Springs,
in the City of Truth or Consequences, Sierra County,
New Mexico



Reference:
Account No. 4093
Book 25, Page 207
LFC 202-201-007-3342
Original Townsite of Hot Springs plat filed on March 12, 1927, (Plat No. D-A-1)
National Flood Insurance Program, Flood Insurance Rate Map Community-Panel No. 355013 0059 C, (map revised: July 16, 1986)

Notes
These lots are subject to easements, restrictions and reservations of record
The lots shown herein are located within the boundaries of Flood Zone X "area determined to be outside 500-year flood plain"
Property address is 206 N. Birch Street
Use closing scale to determine measurements when not labeled
On corners found without survey identification, an aluminum tag stamped "NPLS 005" was applied

Legend:
found 1/2" rebar, no survey identification ⊞
found 1/2" rebar where stamped "NPLS 005" ⊙
set "pk" nail on top of railroad tie ▲
set 1/2" rebar where stamped "NPLS 005" ○
wire fence ————
block wall ————
board fence ————
chain link fence ————



January 20, 2022

Chaparral Surveying, LLC
Professional Land Surveying
P.O. Box 678 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 Surveying in New Mexico.

David M. Som
David M. Som
New Mexico Professional Surveyor
License Number 0295

INDEXING INFORMATION FOR COUNTY CLERK
City of T. or C. (4893)
Original Townsite of Hot Springs
Section 33, Tshp. 19 South, Rge. 4 West

EXHIBIT "A"

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 22 22/23

A RESOLUTION APPROVING THE SALE OF REAL PROPERTY.

WHEREAS, the City of Truth or Consequences is the owner of the following described real property:

Lot 15 and 16, Block 66, of the Original Townsite of the City of Truth or Consequences. Please see the attached Boundary Survey Plat, attached hereto as **EXHIBIT A**.

WHEREAS, § 3-54-1(A) N.M.S.A. (1978) permits a municipality to sell real property having a value of twenty-five thousand dollars (\$25,000.00) or less by public or private sale, and such sale shall not be subject to referendum; and

WHEREAS, the City obtained an appraisal dated January 6, 2022 from Karen Mundy of Mundy Appraisal Service for the real property described in **EXHIBIT A**; and

WHEREAS, said appraiser has appraised the above described real property at \$20,000.00; and

WHEREAS, the City has received an offer from Frankie Luchini to pay \$14,000.00 for the aforesaid real property, attached hereto as **EXHIBIT B**; and

WHEREAS, the City has advertised and otherwise marketed the real property for sale, and has not received any other reasonable offers, and

WHEREAS, the City Commission finds that it would be in the best interests of the City to accept Mr. Luchini's offer to purchase.

NOW, THEREFORE, BE IT RESOLVED that the City has agreed to accept the offer of Mr. Luchini to purchase the aforesaid real property described in **EXHIBIT A** from the City.

BE IT FURHTER RESOLVED that an appropriate Purchase Agreement shall be approved to consummate the sale.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Truth or Consequences, New Mexico, this 11th day of January, 2023.

Received 4/17

Received
1912
12/13/00
\$4,000
12/13/00

OFFER TO PURCHASE

309 W Birch St
Address

Truth or Consequences, NM 87901

Wm Frankie Lochini Herein called the Buyer, hereby offer and agree to purchase from the City of Truth or Consequences, New Mexico, hereinafter called the City, at the price subject to the terms, conditions, reservation, restriction, and covenants herein stated, and easements, encumbrances, and other matters of record, and to all zoning, building, or other laws or ordinances, the following described property.

The following legal description is written to precisely define the property:

Lot 15 & 16, Block 66, Original Townsite.
Legal Description

City of Truth or Consequences, Sierra County, New Mexico

OFFER AMOUNT: \$ 8600.⁰⁰

NAME OF BIDDER: Wm Frankie Lochini

ADDRESS: P.O. Box 324

T. or C. NM, 87901

TELEPHONE NO.: (575) 740-7156.

EMAIL: flochini@windstream.net.

The City of Truth or Consequences reserves the right to waive any irregularities an award, or not to award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

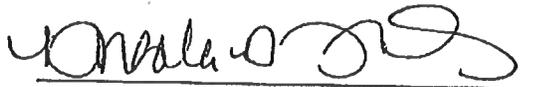
SIGNATURE OF BIDDER: Wm F Lochini

Return to:
City of T or C, Planning and Zoning
505 Sims Street, Truth or Consequences, NM 87901
Attn: Traci Alvarez - talvarez@torcnm.org - Assistant City Manager

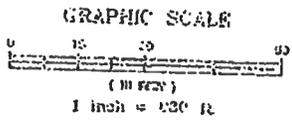
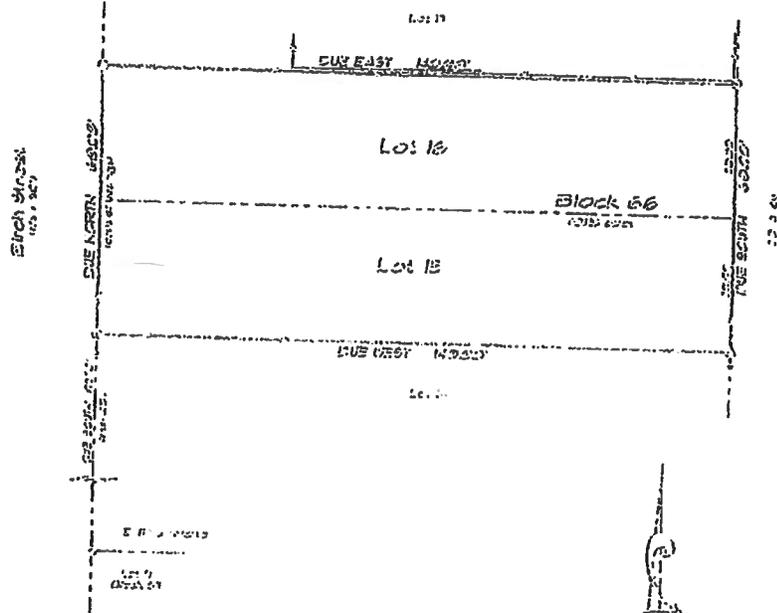


APPROVED:


AMANDA FORRISTER – Mayor


ANGELA TORRES – City Clerk

BOUNDARY SURVEY PLAT
of Lots 15 and 16, Block 66,
Original Townsite of Hot Springs,
in the City of Truth or Consequences, Sierra County,
New Mexico



Reference:
Assess. No. 4693
Block 66 Page 231
LPS 307-007-000-3517
Original Townsite of Hot Springs plat filed on November 13, 1891, No. 10-441
National Road Mapless Program, Flood Insurance Rate Map Community Form
No. 33070, Gantt C, map, rd. filed, July 18, 1960

Notes:
These lots are subject to easements, restrictions and reservations of record
The lots shown herein are located within the boundaries of Flood Zone X
They are shown to be outside 100-year flood plain
Recently advised by 30311 Birch Street
The plat may be used to determine encroachments when not located
On certain found clients survey, identification on drawings by stamped
LPS 307-007-000-3517 is applied

- Legend**
- round 1/2" circle, the survey identification @
 - round 1/2" circle with a stamped LPS 307-007-000-3517 @
 - dot at the top of railroad tie Δ
 - dot 1/2" circle with a stamped LPS 307-007-000-3517 ○
 - the fence ————
 - block wall ————
 - board fence ————
 - chain link fence ————

January 30, 2022

Chaparral Surveying, LLC
Professional Land Surveying
P.O. Box 610 Elgin, NM 87626-0610

CERTIFICATE

I do hereby certify that I am a registered Professional Land Surveyor, that the plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and the plat are the end result to the best of my knowledge and belief, and that I have verified that the survey is for a land division or subdivision as shown in the plat, and that this is a boundary survey of an existing tract of land.

The plat meets the minimum requirements of the Statutes of Land Surveying in New Mexico.

David M. Egan
David M. Egan
New Mexico Professional Surveyor
License Number 829

INDEXING INFORMATION FOR COUNTY CLERK
City of T. or C. (4093)
Original Townsite of Hot Springs
Section 33, Twp. 13 South, Rge. 4 West

EXHIBIT "A"

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, January 18, 2023 2:27 PM
To: Traci Alvarez
Cc: Kerin Salcedo; Wilson, Kristie; Sonya Renfro
Subject: 1304 STEEL -TERI CATES-PROPERTY SALE FW: Receipt #R00291443
Attachments: Xerox Scan_01182023141152.PDF

-----Original Message-----

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, January 18, 2023 2:25 PM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00291443

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

DATE : 1/18/2023 3:21 PM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00291443
PROPSALE PROPERTY SALE
1304 STEEL -TERI CATES-PROPERTY SALE 4000.00
101-1099-37390 -4000.00

Check 4000.00 REF:7007432

PURCHASE AGREEMENT

This Agreement is entered into on the 11th day of January 2023, by and between **THE CITY OF TRUTH OR CONSEQUENCES**, a Municipal corporation (City), and **TERI L. CATES**, a single woman (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:

See **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 August 25, 2022 from Lee Morris of Morris Appraisal Services. The appraised value of the property was \$8,000.00.

D. However, for the reasons set forth in Resolution 23 22/23 which has been approved by the City Commission at its January 11, 2023 meeting, the City has agreed to sell the property to the Buyer for \$4,000.00 cash, to be paid at the closing.

NOW THEREFORE, the parties agree as follows:

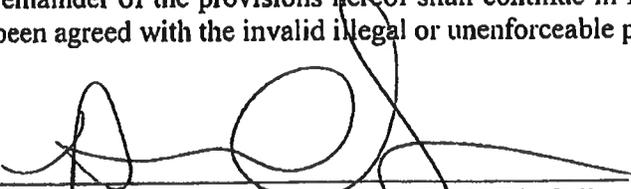
1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer for the agreed upon consideration.
2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of **FOUR THOUSAND DOLLARS (\$4,000.00)**.
3. Immediately upon receiving 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 perform its own title search, and if desired, purchase its own title policy.
5. All recording fees and closing costs will be paid by Buyer.
6. Buyer shall be entitled to immediate possession of the premises after closing.
7. **Attorney's Fees.** If either party uses the services of any attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

8. Entire Agreement. This contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Contract may be varied only by a document signed by both parties.

9. Force Majeure. Neither party shall be liable for delay or failure to perform any obligation under this Contract if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

10. Law and Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

11. Severance. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be served, and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been agreed with the invalid illegal or unenforceable provision eliminated.



CITY OF TRUTH OR CONSEQUENCES- Seller



TERI L. CATES - Buyer

(Acknowledgments on the following page)

DOCUMENT #2

NAME North Property, LLC

95-128/1122

ACCOUNT NO. 0149387601

DATE 1-26-23

PAY TO THE ORDER OF City of T. of C. \$ 130,360.56

one hundred thirty thousand three hundred sixty and 56/100 DOLLARS



CITIZENS BANK
OF LAS CRUCES

Member FDIC
P.O. BOX 2109 / LAS CRUCES, NEW MEXICO 88004

[Handwritten signature]

MEMO _____

⑆⑆⑆2201289⑆ ⑆⑆0149387601⑆

**AGREEMENT PERTAINING TO ADDITION OF A FOURTH LEG
(SPOKE) TO A PROPOSED INTERSECTION/ROUNDAABOUT**

This **AGREEMENT** is entered into by and between the **City of Truth or Consequences**, a municipality corporation (hereinafter referred to as “**City**”) and **North Property, LLC**, a limited liability company (hereinafter referred to as “**Ashbaugh**”).

RECITALS

A. The City contemplates entering into a Contract with the State of New Mexico, by and through its Department of Transportation, for the construction of an intersection/roundabout at Date Street (BL-11) and NM 181 within the City limits to expand development of the commercial area.

B. At the request of Ashbaugh, City representatives met with State of New Mexico representatives on or about November 8, 2022 to discuss the possibility of adding a fourth leg (spoke) to the proposed intersection/roundabout.

C. The parties desire to contractually set forth the provisions of an agreement to add a fourth leg (spoke) to the roundabout and within three (3) years development of a new road from Sanford Wilson Road to the roundabout spoke on Date Street.

NOW THEREFORE, the parties agree as follows:

1. As per the meeting minutes, New Mexico DOT estimates the costs for the design of the spoke will be approximately \$100,000.00. New Mexico DOT agrees to cover the construction cost of the spoke. Ashbaugh agrees to tender this sum to the City by no later than February 28, 2023, and agrees to pay for any cost overruns or change orders related to designing of the spoke, and any remaining design balance will revert back to Ashbaugh. Once the funding is received, the City will tender \$100,000 to the State of New Mexico DOT for this project.

2. Ashbaugh must pay for and complete a traffic impact analysis (TIA) identifying no negative impact to New Mexico DOT’s facility, and submit said report to New Mexico DOT. WHPacific estimates the cost of the study to be \$27,982.08, excluding NMGRT. NMGRT is estimated at \$2,378.48 for a total cost of \$30,360.56.

3. In addition to the aforesaid funding obligation for the spoke, Ashbaugh will also construct a road, at Ashbaugh’s expense that will allow access to the spoke from Sanford Wilson Road. Said road must be completed by no later than February 28, 2026. Said road will be in the following location:

4. The road to be constructed by Ashbaugh must comply with all City and State requirements and specifications, and an application for approval of the road and a conceptual plan of the development must be made by Ashbaugh to the City’s Planning and Zoning Commission. Approval of the road must be granted by the City’s City Commission.

5. This Agreement is contingent upon the City entering into a formal agreement with the State for the design and construction of the intersection/roundabout, and is further conditioned



Sonya Renfro

From: noreply@incode.tylerhosting.cloud
Sent: Thursday, January 26, 2023 2:44 PM
To: Sonya Renfro
Subject: Receipt #R00292392

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

DATE : 1/26/2023 3:42 PM

OPER : SW

TKBY : SW

TERM : 7

REC# : R00292392

MISC2 MISCELLANEOUS INCOME

NORTH PROPERTY LLC AGREEMENT- 4 SPOKE/ROUNDAABOUT RANDY ASHBAUGH 130360.56
101-1099-37380 -130360.56

Paid By:NORTH PROPERTY, LLC
Check 130360.56

Kerin Salcedo

From: Sonya Renfro
Sent: Thursday, January 26, 2023 2:46 PM
To: Traci Alvarez; Kerin Salcedo; Procurement
Cc: LeClair, Chelsea
Subject: FW: Receipt #R00292392

Thank you sincerely,
Sonya D. Renfro
City of Truth or Consequences
Utility Manager
srenfro@torcnm.org
(575) 952-0616

PLEASE CONSIDER OUR ENVIRONMENT BEFORE PRINTING THIS EMAIL.

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by e-mail and destroy all copies of the original message.

-----Original Message-----

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, January 26, 2023 2:44 PM
To: Sonya Renfro <srenfro@torcnm.org>
Subject: Receipt #R00292392

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

DATE : 1/26/2023 3:42 PM
OPER : SW
TKBY : SW
TERM : 7
REC# : R00292392
MISC2 MISCELLANEOUS INCOME
NORTH PROPERTY LLC AGREEMENT- 4 SPOKE/ROUNDAABOUT RANDY ASHBAUGH 130360.56
101-1099-37380 -130360.56

Paid By:NORTH PROPERTY, LLC
Check 130360.56

DOCUMENT #3



CITY OF TRUTH OR CONSEQUENCES

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER

PO Number: 75278-R1

Date: 07/01/2022

Requisition #: 86451

Vendor #: 7982

ISSUED TO: WILSON & COMPANY, INC. ENGINEER & ARCHITECTS
PO BOX 75126
CHICAGO, IL 60675-5126

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		WA SYSTEM PERFORMANCE IMPROVEMENTS PH. 321-7017-80860 USDA PER PHASE 1 WATER SYSTEM IMPROVEMENTS RFP 20-21-011 PER CONTRACT COMMISSION APPROVED 11-17-2021			0.00	1,166,698.33

SUBTOTAL:	1,081,528.00
TOTAL TAX:	85,170.33
SHIPPING:	0.00
TOTAL	1,166,698.33

Chief Purchasing Office

Jimmy Gardner
Requisition approved electronically.

Date: 10/21/2022

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

X B [Signature]
City Manager

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007

Purchase Order: 75278 R1

PO BOX 75126
CHICAGO IL 60675-3126
U.S.A

Ordered \$1,166,698.33
Invoiced \$249,788.44
Voided \$0.00
Variance \$0.00
Outstanding \$897,909.89

Vendor Name: WILSON & COMPANY, INC. ENGINEER & ARCHIT
Vendor Number: 1983
Vendor ID: 0

- General
- Items
- Items Distributions
- Encumbrances
- Notes
- PO Notices
- History
- Documents
- User Defined

Description: **ENGINEERING SERVICES WATER IMPROVEMENTS PHA 1**
Vendor: **WILSON & COMPANY, INC. ENGINEER & ARCHITECTS** Status: **Partially Received**
Requisition: **86451**
Ship To: **CITY - CITY** Attention To:
Issued Date: **7/1/2022** Blanket PO:
Delivery Date: **7/1/2022**

Financial Summary

	Amount	Sales Tax	Shipping	Total	Trade Discount
Ordered	\$1,081,528.00	\$85,170.33	\$0.00	\$1,166,698.33	\$0.00
Invoiced	\$249,223.98	\$19,564.46	\$0.00	\$268,788.44	
Voided	\$0.00	\$0.00	\$0.00	\$0.00	
Variance	\$0.00	\$0.00	\$0.00	\$0.00	
Outstanding	\$832,304.02	\$65,605.87	\$0.00	\$897,909.89	

Detailed Description

USDA PER PHASE 1 WATER SYSTEM IMPROVEMENTS
RFP 20-21-011

COMMISSION APPROVED 11-17-2021

DOCUMENT #4

3-38-13 through 3-38-24 NMSA 1978
 Title 2, Chapter 105, Part 2 10 NMAC
 5-14-1 through 5-14-15 NMSA 1978
 3-38A-1 through 3-38A-12 NMSA 1978
 5-13-1 through 5-13-15 NMSA 1978

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
 Local Government Division - Budget and Finance Bureau
 Lodgers' Tax Quarterly Report

DFA/LGD/BFB 9/96 - revised 6/13

**IF YOU DO NOT COLLECT LODGERS TAX
 PLEASE CHECK MARK N/A
 Make sure to sign the form prior to sub.**

INSTRUCTIONS

1. Provide quarterly and year-to-date revenue for the quarterly reporting period. Money received through joint powers agreements must be reported separately. Other sources includes private grants, donations, reimbursements, etc.
2. Allocate revenue to the promotional, non-promotional and general funds based on the percent of tax imposed. Administrative costs may not exceed 10% of the gross proceeds.
3. Provide a "book cash balance" for both the promotional and non-promotional funds for the quarterly reporting period and year to date amounts.
4. Provide quarterly and year-to-date transfers-in and transfers - out.
 [Note: The Lodgers' Tax Act does not allow transfers from the Lodgers' Tax Fund to the General Fund or other Funds of the local public body.]
5. Provide quarterly and year-to-date expenditures on the expenditures tab. Contractual service expenditures must comply with the Lodgers' Tax Act, terms of the contract and the Procurement Code 13-1-28 through 13-1-199 NMSA 1978.

REPORTING ENTITY: CITY OF TRUTH OR CONSEQUENCES 10 (PERCENT IMPOSED) QUARTER ENDING: 12/31/2022

	QUARTERLY	YEAR-TO-DATE (Y-T-D)
	AMOUNT (THIS REPORTING PERIOD)	AMOUNT (SUM OF ALL QUARTERS)
1. REVENUE SUMMARY:		
LODGERS' TAX PROCEEDS		
1 - 30 Days	\$ 84,187	\$ 175,791
LODGERS' TAX PROCEEDS		
>30 Days		
INVESTMENT INCOME	190	371
LATE PENALTIES	221	687
CONVENTION CENTER		
FINANCING FEES	16,842	35,243
HOSPITALITY FEE ACT FEES		
OTHER		
TOTAL REVENUE	\$ 101,441	\$ 212,092

	QUARTERLY	YEAR-TO-DATE (Y-T-D)
	AMOUNT (THIS REPORTING PERIOD)	AMOUNT (SUM OF ALL QUARTERS)
2. REVENUE ALLOCATION:		
NON-PROMOTIONAL FUND	\$ 36,641	\$ 70,316
PROMOTIONAL FUND	\$ 54,962	\$ 105,475
ADMINISTRATIVE COST	\$	\$
(10% IS THE MAXIMUM OF GROSS TAX PROCEEDS, Cumulative i.e. 10% OF QUARTERLY AMOUNT FOR THIS REPORTING PERIOD)		

3. CASH BALANCES:

Carryover From Previous Fiscal Year:	\$ 676,842
(Note: 2 years maximum carryover before money must be spent).	
NON-PROMOTIONAL FUND	\$ 311,798
PROMOTIONAL FUND	\$ 467,697
Grand Total	\$ 779,495

4. TRANSFERS: IN	
INTERGOVERNMENT, INTERFUND TRANSFERS - IN (e.g. JPAs, GRANTS TRANSFERRED TO LODGERS' TAX FUND)	
1	\$
2	\$
	\$ 0

TRANSFERS:OUT

NON-PROMOTIONAL FUND	
INTERFUND TRANSFERS - (OUT) (e.g. FROM NON-PROMOTIONAL TO VENDOR OR PROMOTIONAL)	
1	\$
2	\$
3	\$
4	\$
	\$ 0

PROMOTIONAL FUND	
INTERFUND TRANSFERS - (OUT) (e.g. FROM PROMOTIONAL TO VENDOR OR NON-PROMOTIONAL)	
1	\$
2	\$
3	\$
4	\$
	\$ 0

INTERGOVERNMENTAL TRANSFERS - (OUT)	
1 GENERAL FUND	\$ 0
2 GOLF COURSE	0
3	
	\$ 0

INTERGOVERNMENTAL TRANSFERS - (OUT)	
1	\$
2	\$
3	\$
	\$ 0

I hereby attest the information provided is accurate to the best of my knowledge. Signature: _____ Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: H.2

SUBJECT: Repealing all resolutions that purported to set forth a method for allocating Lodger's Tax

DEPARTMENT: City Manager's Office

DATE SUBMITTED: January 25, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

This resolution is adding the verbiage to allow allocations of Lodger's Tax Funding Grants to local governments and tribal governments. Previously it stated only non-profits.

Recommendation:

Approve

Attachments:

- Resolution
- Resolution No. 29 22/23

Fiscal Impact (Finance): Unknown

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2-8-2023



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 29 22/23

A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION SETTING A METHOD BY WHICH LODGERS TAX IS ALLOCATED ON A YEARLY BASIS

WHEREAS, the City of Truth or Consequences collects a large amount of Lodgers Tax from local hotels, RV parks, spas and motels, and;

WHEREAS, this Lodgers Tax is used extensively to promote the use of the local hotels and motels with the expressed intent to increase the Lodgers Tax revenue because it is recognized that the more visitors the City receives the more they benefit the community as a whole, and;

WHEREAS, the Tourism Industry is an important aspect of the City's economy, just as important as Ranching, Agriculture, Industrial, Service and Retail, and;

WHEREAS, historically, the City has used Lodgers Tax for the Golf Course, Civic Center and the non-profit organizations to promote tourism activity on a county-wide scale, and;

WHEREAS, it is the City's desire to use some of the Lodgers Tax to solely promote the City of Truth or Consequences, and;

WHEREAS, the City desires to allocate funds for Public Art.

THEREFORE, BE IT RESOLVED by the City Commission of the City of Truth or Consequences as follows:

1. The available funds shall be allocated as follows based on actual revenues received in the prior fiscal year:
 - A. 10% Administrative Fee
 - B. 1% for Public Arts
 - C. The remaining balance shall be allocated as follows:
 - i. 60% of the remaining 89% shall go to **local governments, tribal governments and** non-profit organizations who promote tourism activities on a county-wide

scale. The Lodgers Tax Board shall make appropriate recommendations pursuant to the City Ordinance 2-363.

- ii. 40% of the remaining 89% shall go towards appropriate City facilities such as the Municipal Golf Course, Civic Center and to promote tourism.
2. Public Arts and Lodgers Tax Board allocated portions not expensed in the fiscal year, the revenue may be carried over for up to two (2) additional fiscal years.
3. This Resolution repeals Resolution 13-21/22, 29-12/13 and all other Resolutions that purported to set forth a method for allocating Lodgers Tax.

PASSED, APPROVED AND ADOPTED this 8th day of February, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: H.3

SUBJECT: Resolution No. 30 22/23 approving support of a Fourth Leg Spoke to the proposed intersection/roundabout at Date Street and NM 181, I-25 Business Loop.

DEPARTMENT: Community Development

DATE SUBMITTED: February 2, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

City is requesting a fourth leg to the proposed intersection/roundabout at Date Street and NM 181 to service future development.

Recommendation:

Approve Resolution 30 22/23

Attachments:

- Resolution 30 22/23
- Map of Proposed location of 4th spoke and proposed road

Fiscal Impact (Finance): N/A

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 2-8-2023



RESOLUTION NO. 30 22/23

APPROVING SUPPORT OF A FOURTH LEG TO THE PROPOSED INTERSECTION/ROUNDAABOUT AT DATE STREET AND NM 181 OF THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) I-25 BUSINESS LOOP 11 (DATE STREET) PROJECT CN 1101232 FOR THE PURPOSE OF SERVICING FUTURE DEVELOPMENT

The City Commission of the City of Truth or Consequences is informed that:

Whereas, the NMDOT is currently in construction phase of the I-25 Business Loop Roundabout Project; and

Whereas, the City of Truth or Consequences is in support of mixed development of property located south-west of the Date St. (BL-11)/NM 181 intersection; and

Whereas, the City of Truth or Consequences wishes to add a fourth leg to the proposed intersection/roundabout at Date Street and NM 181 to service future development; and

Whereas, the City of Truth or Consequences commits to development of a proposed roadway within 3 years after the completion of NMDOT Project CN 1101232; and

Whereas, the City of Truth or Consequences will own and maintain the new road within the proposed development; and

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES;

That the City supports the fourth leg to the proposed intersection/roundabout at Date Street and NM 181 to service future development.

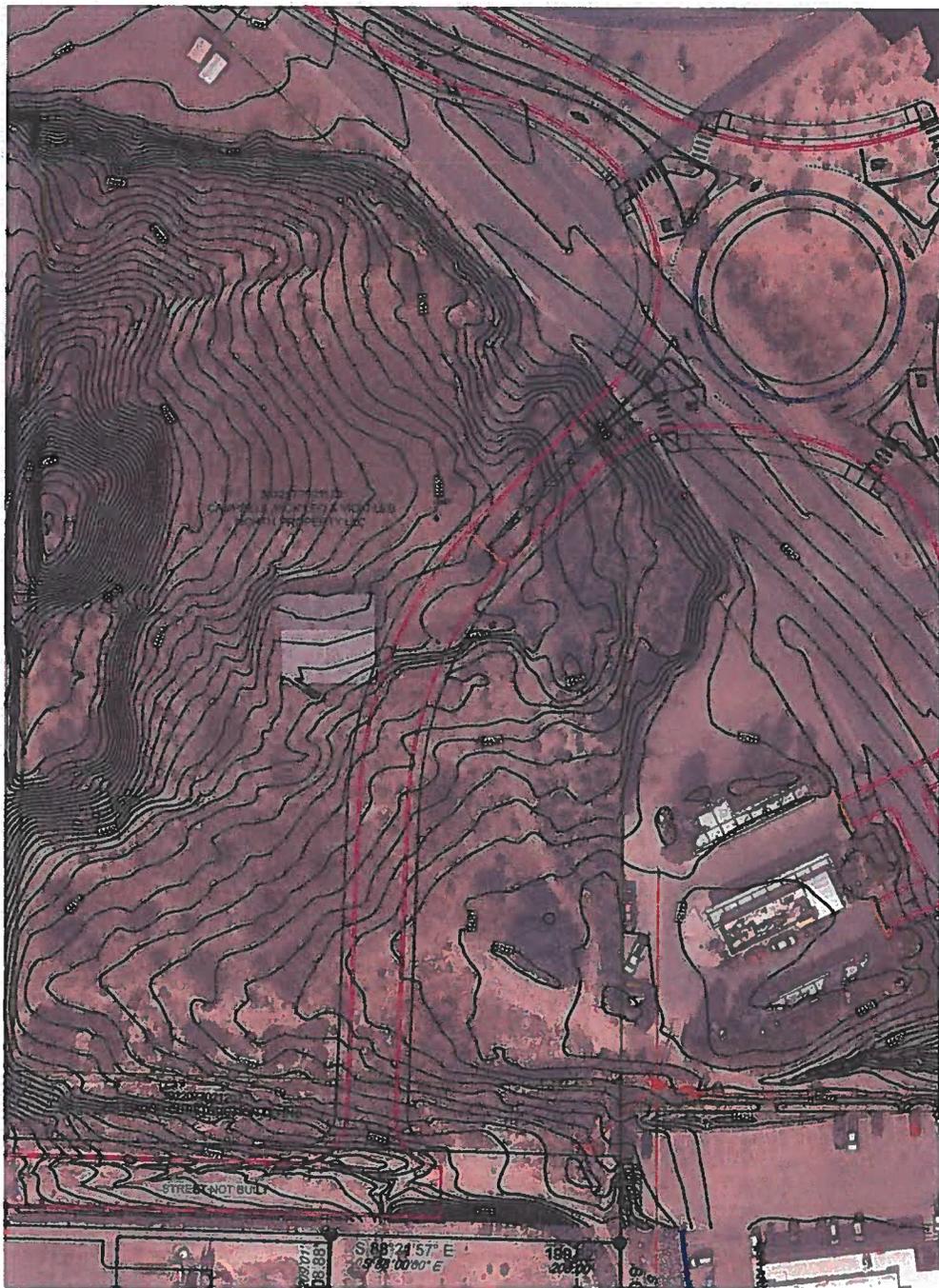
BE IT FURTHER RESOLVED, that City Manager Bruce Swingle is hereby designated as the City's representative on behalf of this application.

PASSED, APPROVED AND ADOPTED this 8th day of February, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela Torres, City Clerk





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: H.4

SUBJECT: Publication of City's General Obligation Bonds, Series 2023-Ordinance No. 745
DEPARTMENT: City Manager's Office
DATE SUBMITTED: February 1, 2023
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Chris Muirhead, Modrall Sperling

Summary/Background:

An ordinance authorizing the issuance and sale of City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2023, in the principal amount of \$750,000.

Recommendation:

Approve

Attachments:

- Bond Ordinance 745
- -

Fiscal Impact (Finance): Yes

\$750,000.00

Legal Review (City Attorney): Yes

-

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [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 agenda 2-8-2023

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

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 8th day of March, 2023, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present:

Absent:

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

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2023, IN THE PRINCIPAL AMOUNT OF \$750,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

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

<u>Purposes:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Laying off, opening, constructing, repairing, and otherwise improving municipal alleys, streets, public roads and bridges, or any combination thereof	\$1,000,000	-0-	\$250,000
enlarging, improving or extending the City’s water and wastewater system	\$2,000,000	-0-	\$500,000

WHEREAS, the Commission has determined and does hereby determine that it is necessary and in the best interest of the City and the inhabitants thereof that the \$750,000 general obligation bonds authorized at the election (the “Bonds”) be issued at this time; and

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

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

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

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

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

Section 1. All actions heretofore taken by the Commission and the officers and employees of the City directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the amount of \$750,000 to the New Mexico Finance Authority pursuant to the Bond Purchase Agreement which is hereby approved. The Mayor is authorized to complete and modify the Bond Purchase Agreement consistent with this Ordinance.

Section 2.

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

<u>Amounts</u> <u>Maturing</u>	<u>Years Maturing</u> <u>(August 1)</u>	<u>Interest Rate</u> <u>(Per Annum)</u>
	2024	
	2025	
	2026	
	2027	
	2028	
	2029	
	2030	
	2031	
	2032	
	2033	
	2034	
	2035	
	2036	
	2037	
	2038	

B. The Bonds shall be dated the date of delivery (herein the “Series Date”), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth above for the Bonds, payable to the registered owner thereof, or registered assigns, on August 1, 2024, and semiannually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding and shall mature on August 1 of each year set forth above.

C. The Bonds maturing on and after August 1, 2033 are callable on and after August 1, 2033, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

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

E. Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth

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

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

Section 4. The Bonds shall bear the facsimile or manual signature of the Mayor and shall be attested by the facsimile or manual signature of the City Clerk-Treasurer and shall bear the facsimile or original seal of the City. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk-Treasurer may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature

appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and City Clerk-Treasurer, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

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

Section 5.

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

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal

representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

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

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

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

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

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

[Form of Bond]

REGISTERED

REGISTERED

NO. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2023

Registered Owner: _____

Principal Amount: _____ DOLLARS

Interest Rate	Maturity Date	Series Date
_____% per annum	_____ 1, _____	_____, 2023

The City Commission (the "Commission") of the City of Truth or Consequences, New Mexico (the "City"), on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on August 1, 2024, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such

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

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

The series of Bonds of which this bond is one is limited to the total principal amount of \$750,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City for the purposes of providing funds to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to an ordinance of the Commission duly adopted on March 8, 2023 (the "Bond Ordinance").

The Bonds maturing on and after August 1, 2033 are callable on and after August 1, 2033, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be

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

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

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the

conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

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

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

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Mayor

[City Seal]

ATTEST:

By _____
City Clerk-Treasurer

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication and Registration: _____, 2023

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Finance Director, as Registrar/Paying Agent

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

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

Dated: _____

Signature Guaranteed: _____

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

[End of Form of Assignment]

[End of Form of Bond]

Section 9. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this Ordinance. The funds realized from the sale of the Bonds shall be applied solely to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and

bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

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

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

Section 12. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, City Clerk-Treasurer, City Manager and any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and

estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

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

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

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

Obligations such as its State and Local Government Series, which may be in book-entry form.

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

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

Section 16. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

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

(Form of Summary of Ordinance for Publication)

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

Notice is hereby given of the title and of a general summary of the subject matter contained in an Ordinance (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on March 8, 2023. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2023, IN THE PRINCIPAL AMOUNT OF \$750,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY

FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of the City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2023 in the aggregate principal amount of \$750,000; approves the sale of the bonds to the New Mexico Finance Authority pursuant to a bond purchase agreement; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

[End Form of Notice]

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

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS 8TH DAY OF MARCH, 2023.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

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

Those Voting Aye:

Those Absent:

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

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

Dated this 8th day of March, 2023.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

**CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
GENERAL OBLIGATION BONDS, SERIES 2023**

JANUARY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DATE	ACTION	RESPONSIBLE PARTIES
Wednesday, January 18, 2023	Distribute Finance Authority Application Resolution	Modrall
Wednesday, January 25, 2023	City Commission approves Finance Authority Application Resolution	City Bosque Modrall
Monday, January 30, 2023	Distribute Draft Bond Ordinance	Modrall
Wednesday, February 8, 2023	City Commission First Reading	City Modrall
Thursday, February 9, 2023	Submit Notice of Meeting and Intent to Adopt Ordinance to the <i>Sierra County Sentinel</i>	Modrall

DATE	ACTION	RESPONSIBLE PARTIES
Friday, February 17, 2023	Publish Notice of Meeting and Intent to Adopt Ordinance in the <i>Sierra County Sentinel</i>	Newspaper
Thursday, February 23, 2023	New Mexico Finance Authority Board Meeting to Approve City Application	NMFA City
Thursday, March 2, 2023	Distribute Draft Bond Purchase Agreement	Sutin
Friday, March 3, 2023	Comments due on draft Bond Ordinance	All
Monday, March 6, 2023	Distribute Revised Draft of Bond Ordinance	Modrall
Tuesday, March 7, 2023	Finance Authority Sets Final Interest Rates; City Signs Delegation Certificate	Finance Authority City Bosque
Wednesday, March 8, 2023	Adopt Bond Ordinance	City Modrall
Thursday, March 9, 2023	Submit Notice of Adoption of Bond Ordinance for Publication in the <i>Sierra County Sentinel</i>	Modrall
Friday, March 17, 2023	Publish Notice of Adoption of Bond Ordinance in <i>Sierra County Sentinel</i>	Newspaper
Friday, March 17, 2023	Distribute Draft Closing Documents	Modrall
Friday, March 24, 2023	Comments due on Closing Documents	All

DATE	ACTION	RESPONSIBLE PARTIES
Week of April 10, 2023	Pre-Closing, Document Signing	All
Monday, April 10, 2023	30-day Limitation of Action Period expires	All
Friday, April 21, 2023	Closing (by telephone)	All

Y:\dox\client\86408\0003\GENERAL\W4615754.DOCX



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: H.5

SUBJECT: Publication of Ordinance No. 746 Amending Chapter 14, Article I and II, and Sections 14-1 to 14-37 of the Municipal Code of Ordinances pertaining to Utility Mandated Annual Increases in Service Charges.

DEPARTMENT: PUAB Board

DATE SUBMITTED: January 30, 2023

SUBMITTED BY: George Szigeti

WHO WILL PRESENT THE ITEM: George Szigeti, PUAB Chairman

Summary/Background:

This is a revision of part of the city code of ordinances relating to utilities in general, including a provision for a regular review of utility rates subject to automatic annual increases.

Recommendation:

Adopt the ordinance, bringing the code into alignment with current procedures and setting oversight on the annual rate increases for city provided utilities.

Attachments:

- Proposed Ordinance.
- .

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 2-8-2023

ORDINANCE NO. ###

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE **AMENDED** BY AMENDING **CHAPTER 14 ARTICLE I and II, SECTIONs 14-1 to 14-37** UTILITIES IN GENERAL OF SAID CODE; PERTAINING TO MANDATED ANNUAL INCREASES IN SERVICE CHARGES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

1. Chapter 14 – UTILITIES of the Municipal Code be amended as follows:

ARTICLE I. - IN GENERAL

~~Sec. 14-1. – Position of Utility Director created; duties.~~

~~There is hereby created the office of Utility Director, an executive office of the City. The Utility Director shall be appointed by the Manager, and he shall hold office for the duration of his appointment or until such time as he may be removed by the Manager. The Utility Director holds office at the pleasure of the City Manager and can be removed by the City Manager without the City Manager having to provide notice and hearing prior to removal. — The duties of the Utility Director are to supervise the operation of the Utility Department. The Utility Director shall further be required to ensure the Utility Department properly conforms with Section 14 Article II, Article III and Article IV of this Code.~~

Sec. 14-~~26~~1. - Definitions

The following words, terms and phrases, when used in this **article** Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fee means a charge of a set value, not dependent on a quantitative measurement.

Rate means a charge for a set quantity of product or service.

Utility means the water, electric, and sewage systems and the providing of trash and garbage disposal.

Sec. 14-~~34~~2. - Rights Reserved

The City reserves the right at any time to revise or amend this article, and other provisions of this Code, pertaining to utility services. It further reserves the right to disconnect or refuse service to any consumer who shall be found by the Department to have violated any provision of this article, or rules and regulations pertaining to utility service.

Sec. 14-~~27~~3. - Management

The utility plants, systems, and services of the City shall be managed and operated in accordance with the Administrative Code of the City and the rules and regulations relating thereto. The active control and supervision of the **utility systems** shall be fixed by the **City Manager** subject to the direction of the Governing Body, which shall make all needful rules and regulations pertaining to the effective management and operation of the aforesaid utility systems, except as otherwise provided in this article.

Sec. 14-~~35~~4. - Rules and regulations of the City Manager.
(no change)

Sec. 14-~~285~~. - Service– Application; extension.

(a) Utility services shall be supplied by the City on the basis of signed applications made to the Utility Department Office on such forms as are prepared by the Manager Utility Office Director. Such application when accepted by the City shall constitute an agreement on the part of an applicant to abide by the rules and regulations of the City pertaining to the service supplied as may now or hereafter be established. The application shall disclose such information as may be required for the keeping of customers' accounts and the furnishing of services to the premises to be serviced. Service, if reasonably available, shall be supplied upon the approval of the application, payment for necessary line extensions, and the making of any required deposit to secure the payment of utility bills.

(b) Major service line extensions by the City to various areas shall be upon the recommendation of the City Manager and as approved by the City Commission, to be paid for out of capital reserves, bond issues, impact fees, or otherwise. Large utility service extensions, consisting of water, sewer, or electric lines capable of serving several customers, outside of new subdivisions, and paid for by one customer, shall be reimbursed to such customer on a pro rata basis as each new customer ties in thereafter. At the time the new customer orders or provides utility line extensions, the Building Inspector and customer paying for the same shall determine a fair and equitable basis for pro rata reimbursement and shall notify the Utility Department of the additional charges to be made for each new tie-in thereafter. Before a new tie-in is made, the new customer shall pay the City the pro rata cost of the original utility extension, and the City shall in turn pay such pro rata reimbursement to the customer who initially paid for the extension. Alternatively, at its sole discretion and upon written guidelines established by management, the City may provide the pro rata portion of the expense of extension which would benefit future customers and collect the same as new tie-ins are made, for reimbursement to the capital investment fund. However, these provisions shall not alter or in any way change or mitigate the requirements of the City's Subdivision Code, Zoning Ordinance, or other applicable ordinances relating to new or existing subdivisions and the requirement that the subdivider provide the utilities within the subdivision. The City may also determine that main line extensions to serve general areas should be paid for as a capital investment by the City out of reserves provided for such purposes.

Sec. 14-~~296~~. - Same--Failures.

(no change)

Sec. 14-~~307~~. - Access to property; inspection; service installation.

(a) *Property of the City; right to enter.* The meters, meter boxes and locks shall be, and remain the property of the City and shall be subject to the control of the City through its employees. Employees of the City shall have the right to enter any premises to access City owned meters, meter boxes, and locks of the occupant to whom water and electricity is furnished, at reasonable times for the purpose of examining pipes, lines, and fixtures, and to determine proper installation of equipment for water and electric usage. Upon refusal of any occupant to grant such right, water or electric service may be discontinued, subject to the provisions of subsection (d) of this section.

(b) *Meter access, installation and inspection.*

(1) All water and electric meters and meter accessories shall be accessible at all times and free of any obstructions, hazards, aggressive or dangerous animals or other dangers, as determined by the employees of the City. The meters and accessories shall be located at a place and in a position that the same may be readily accessible to the employees of the City for the purpose of inspection, reading, repair, and supervision by the City employees. If a City employee finds that a meter is inaccessible or that access to the meter appears hazardous for any reason, and the landowner or occupant is unavailable or refuses to take action within his or her power to make the meter safely accessible, the City employee shall promptly inform the employee's supervisor or the employee's utilities department director so that the City may take appropriate action in accordance with this section.

(2) Installation of electrical meters shall be done under the supervision of, and approved by the City

Electric Department and shall be in compliance with all state and federal codes and regulations. Before such meter is installed, a disconnect main switch shall be installed outside of any building or structure up to, and including 200 ampere main capacity. All new electrical meter installations shall be installed outside of the house, structure, or building and located on a stable wall or 25 foot pole, free from vibration and safe from physical damage. Meters shall not be installed on ~~company~~ City owned poles or other ~~company~~ City owned facilities.

(c) *Meter relocation.* If at any time the City, through its utilities department director or the director's authorized representative, determines that any existing meter and/or meter accessories need to be moved to enable the City employees to properly inspect, read, or repair the meter and meter accessories and maintain the service at the place, the City shall be empowered to take the necessary corrective action. Corrective action may entail moving obstructions in the view of meter, making modifications to property, or relocating the meter. Moving the meter shall be done at the property owner's expense; provided, however, that the utilities department director may approve moving the meter at City expense if all three of the following conditions apply: (i) The meter is at a location originally approved, either explicitly or implicitly, by the City; (ii) there has been no change in the condition, configuration or use of the property rendering the meter less accessible than it was when originally installed; and (iii) the meter relocation is at the behest of and for the convenience of the City. Any person aggrieved by a City demand for meter relocation may appeal the City's decision as provided in subsection (e).

(d) *Disconnection of service; limitations.* No service will be disconnected or discontinued without reasonable notice to the owner or resident responsible for payment and an opportunity to correct any violations. No service will be disconnected or discontinued if the City receives appropriate certification that a chronically or seriously ill person resides on the premises and does not have the financial resources to pay the charges of moving a meter. Any person aggrieved by a disconnect notice or discontinuance of service may appeal the action as provided in subsection (e).

(e) *Appeal.* Any person disputing a disconnect notice or other action related to utility service, will be provided a reasonable opportunity to appeal within the ~~department~~ Utility Office, then to the City Manager, and if dissatisfied with the City Manager's decision, to the City Commission in accordance with written procedures established by the ~~Electric Department~~ Utility Office.

Sec. 14-~~318~~. - Taking service without authority.
(no change)

Sec. 14-~~329~~. - Taking service after discontinuance.
(no change)

Sec. 14-~~3310~~. - Tampering with meters.

It shall be unlawful for any person, by means of any trick or device or in any unlawful manner, to stop, hinder, or prevent the electric or water meters registering electric or water service from registering the electric current or water consumed. It shall be further unlawful for any person to prevent such meters from registering correctly, to make them stop or run backwards, or to tamper with or in any manner willfully injure ~~of~~ or destroy such meters or registering devices. ~~However, it shall not be a violation of this section if a Net Metering Interconnection Agreement between the customer and City has been executed.~~ (not needed because of new meters)

Sec. 14-~~3611~~. - Billing procedures.
(no change)

Sec. 14-~~3712~~. - Security deposits, payment guarantees.
(no change)

Sec. 14-13. - Utility rates, fees and charges.

(a) All utility rates and fees shall be set by Resolution.

(b) For any utility for which this Code requires an automatic annual fee and rate increase, the following applies.

(1) The annual increase applies to all rates, fees and charges from that utility, unless otherwise specified.

(2) Every three years, starting the year after passage of this Ordinance, the Director of each utility department shall present to the Public Utilities Advisory Board, during their April meeting, a financial justification for continuation of the automatic rate increase for the next three years. Based on this report, the PUAB may recommend to either:

Continue with the scheduled increase,

Increase or decrease the amount of the annual increase, or

Pause the annual increase for the next three years.

The recommendation of the PUAB will then be forwarded to the City Commission for their decision.

(3) An automatic pass through charge is no longer authorized.

Sec. 14-~~52~~14. - Discounted utility rates.

(no change)

Sec. 14-~~53~~15. - Declaration of lien and recovery of past due bills.

(no change)

Sec. 14-16– 14-20. - Reserved

2. Any references to the amended paragraphs in the remainder of the Municipal Code shall be changed to reflect the new paragraph numbering.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: I.1

SUBJECT: Request to use donated proceeds to purchase memorial park benches.

DEPARTMENT: Parks

DATE SUBMITTED: February 2, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: Sean Barnes, Parks Supervisor

Summary/Background:

The city has received two separate requests to install memorial benches. One bench to be installed at Ralph Edwards Park and the other installed at Ralph Edwards Park Fish Pond area. Both requesting parties want to donate money for the full cost of the benches, engraving, labor and material.

Recommendation:

Discussion to approve or deny requests

Attachments:

- Letters from both Parties
- Quotes for benches

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 2-8-2023

Hechler, Orrin

From: Department, Parks
Sent: Tuesday, January 31, 2023 1:38 PM
To: Hechler, Orrin
Subject: FW: Park bench

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Brittney Herpolsheimer <britsheimer@gmail.com>
Date: 1/25/23 08:27 (GMT-07:00)
To: "Department, Parks" <parks@torcnm.org>
Subject: Re: Park bench

Dear Commissioners of T or C,

My family and I would love to honor our father/grandfather John S. Huerta with a remembrance bench donated from our family to the city of Truth or Consequences. We are willing to pay \$1100 for the bench and plaque. My dad and mom loved Truth or Consequences since they started visiting early for the Fiestas back in 90's. They came so often they bought a nice property on East Riverside Dr in 2003. It has always been the place our family gathered together for celebrations and much needed peace and quiet.

They moved from hectic Albuquerque to enjoy retirement and serve God in serene T or C. April 2013 they became permanent residents. The Lord clearly told them they needed to be apart of New Hope Revival Church. They served faithfully there and my mom Nancy still serves there. If they weren't at church they were fishing. Oh how my dad loved to fish from his backyard, the Ralph Edwards Fishing Pond down the street or any body of water near by. They really lived well in T or C, fishing, shopping, spent a lot of time at church and serving the Lord, the farmers market and making friends living and loving on people until my dad became too disabled from PSP and we had to put him in the Sierra Vista Nursing home. He passed away June 6, 2020. My dad loved the Lord more than anything in his life and that's why I would like to have his favorite Bible verse on his plaque.

On the plaque we would like to have engraved,
"In loving memory of John S. Huerta May 6, 1944-June 6, 2020 A great man of God. Matthew 4:19 Jesus said, "Follow me and I will make you fishers of men."

Thank you for your time.
Sincerely,
Brittney Herpolsheimer (daughter of John)

On Thu, Jan 19, 2023, 12:54 PM Department, Parks <parks@torcnm.org> wrote:
Your welcome

Brittney Herpolsheimer

Quote #
WQ 336717

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is required to process order.



627 Amersale Drive
Naperville, IL 60563
sales@belson.com

Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

QUOTE #
WQ 336717

Expires 2/24/2023

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
PLS6WB-P	Economizer 6' Bench With Back, 3 Legs & (7) 1-1/4" x 3-1/4" Planks WW Weathered Wood Back/Seat BL Black Frame	105	1	\$412.00	\$412.00
RP-ROUTER-STD	Router / Engraving (Lettering Only) - Standard Charge Per Line	0	3	\$95.00	\$285.00
	Subtotal	105		Subtotal	\$697.00
				0.0000% Tax	\$0.00
	Customer Order Confirmation is required to process order.			Shipping	\$173.21
	Your Order will not be shipped without your "Order Confirmation"			Grand Total	\$870.21

Reset Text

Engraving Text

Board/Line 1:

In loving memory of John S. Huerta

Board/Line 2:

May 6, 1944-June 5, 2020 A great man of God

Board/Line 3:

Matthew 4:19 Jesus said, "Follow me and I will make you fishers of men."

Board/Line 4:

Hechler, Orrin

From: outlook_625D5DAA338F5737@outlook.com on behalf of outlook_625D5DAA338F5737@outlook.com <orrin.hechler@torcnm.org>
Sent: Thursday, February 2, 2023 11:41 AM
To: Hechler, Orrin

The Bountiful Alliance
P.O. Box 2507
Truth or Consequences, NM
87901

January 18, 2024

Sean Barnes
Parks Manager
City of T or C
505 Sims St.

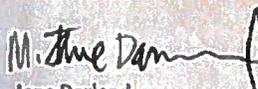
The Bountiful Alliance, through its Farmers' Market affiliate, wants to place a memorial 6 foot bench at Ralph Edwards' Park - in honor of Colleen Davis. She was a long-time Farmers' Market manager, who passed away in October.

We intend to pay the full quote (#WQ336508) from Belson Outdoor of \$576.33. In addition, we will pay \$100 for installation and any extra fees for engraving.

The engraved message on the bench should read "In loving memory of Colleen Davis, who was the Farmers' Market manager from 2008 to 2020"



Claudia Jeffery
Farmer Market manager



Jane Darland
President

Sent from my iPhone

Farmer's Market

Quote #
WQ 337107

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is required to process order.



627 Amersale Drive
Naperville, IL 60563
sales@belson.com

Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

QUOTE #
WQ 337107

Expires 2/24/2023

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
PLS6WB-P	Economizer 6' Bench With Back, 3 Legs & (7) 1-1/4" x 3-1/4" Planks WW Weathered Wood Back/Seat BL Black Frame	105	1	\$412.00	\$412.00
RP-ROUTER-STD	Router / Engraving (Lettering Only) - Standard Charge Per Line	0	2	\$95.00	\$190.00
AK-PP1	Wood Or Concrete Surface Mount Anchor Kit, Optional	1	2	\$51.00	\$102.00
Subtotal		107		Subtotal	\$704.00

0.0000% Tax \$0.00

Customer Order Confirmation is required to process order.

Shipping \$390.07

Your Order will not be shipped without your "Order Confirmation"

Grand Total \$1,094.07



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: I.2

SUBJECT: Update regarding the January 29th Jordan's Way fundraiser.

DEPARTMENT: Animal Shelter

DATE SUBMITTED: February 1, 2023

SUBMITTED BY: Tara Manning

WHO WILL PRESENT THE ITEM: Tara Manning

Summary/Background:

Jordan's Way is a company that travels the country to help shelters raise money and influence adoptions. The shelter was nominated as part of their national tour this year. The shelter partnered with the Sierra County Animal Rescue Society (SCARS) for the event. The fundraiser was a huge success raising almost \$5,000.

Recommendation:

Discussion

Attachments:

- Pictures from the fundraiser
-

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

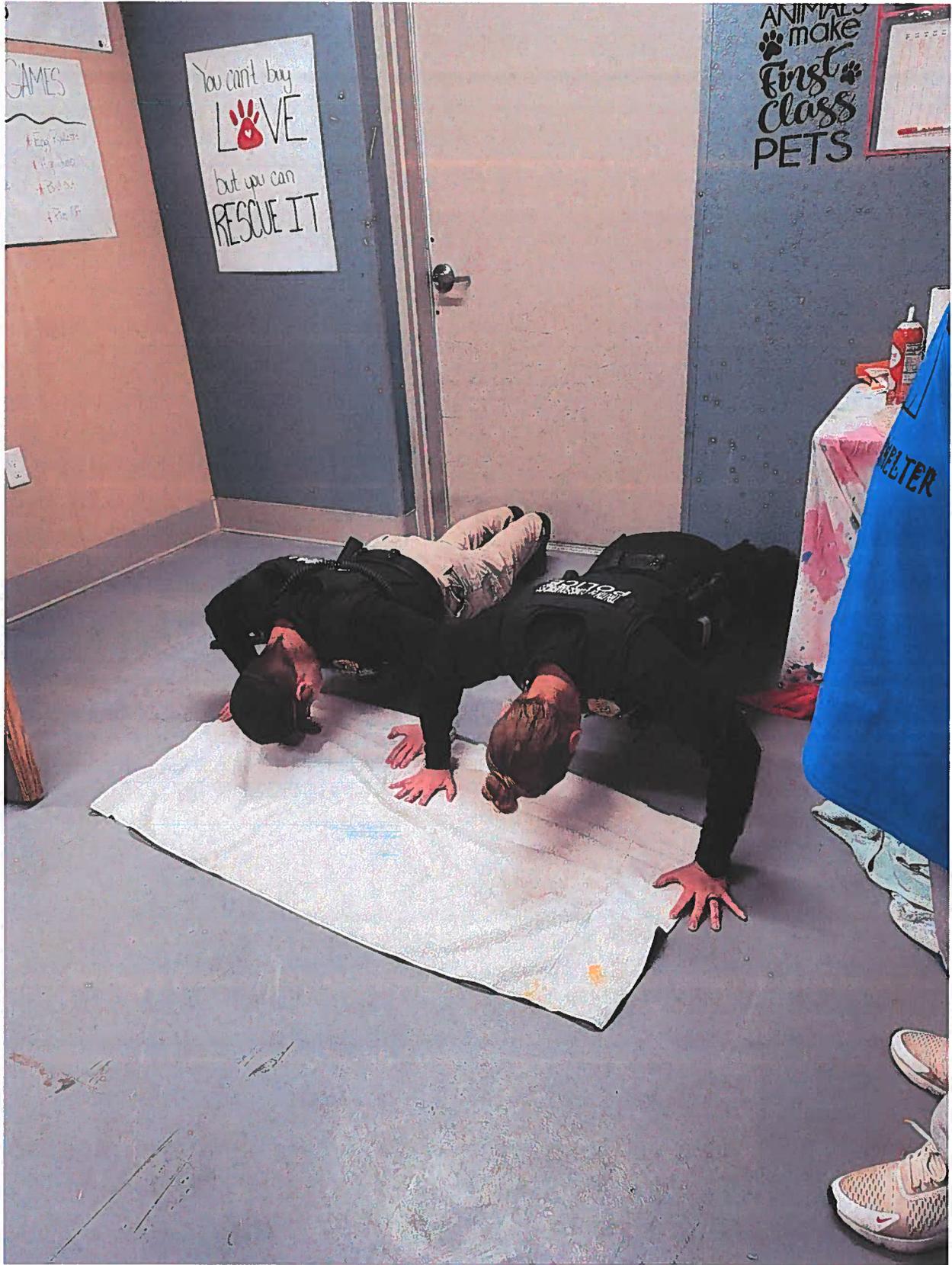
Approved Denied Other: -

File Name: CC agendas 2-8-2023











CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: I.3

SUBJECT: Approve proposed Mutual Aid Agreement between the Sierra County Sheriff's Office and the Truth or Consequences Police Department

DEPARTMENT: Police Department

DATE SUBMITTED: January 30, 2023

SUBMITTED BY: Chief Luis Tavizon

WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background:

Upon the request of a supervising official with the Sierra County Sheriff's Office, the officers of the Truth or Consequences Police Department may provide assistance to the requesting agency. When acting upon the request for mutual aid both SCSO and TCPD officers shall have the same jurisdiction, powers, rights, privileges, and immunities as officers from the requesting agency. When requested by the Sierra County Sheriff's Office, TCPD Officers will be cross-commissioned as SCSO Special Deputies to enforce state criminal statutes when violations occur in Sierra County, outside TCPD jurisdiction.

Recommendation:

It is the recommendation that the commission approve the proposed MOU between the City and County law enforcement agencies.

Attachments:

- MOU between the County Sheriff's Office and the City of Truth or Consequences Police.

Fiscal Impact (Finance): N/A

Officers will follow clearly established Truth or Consequences Police Department Policies when operating outside jurisdiction.

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 2-8-2023

MUTUAL AID AGREEMENT BETWEEN, SIERRA COUNTY SHERIFF'S OFFICE AND TRUTH OR CONSEQUENCES POLICE DEPARTMENT FOR MUTUAL ASSISTANCE ON AN ONGOING BASIS AND IN THE EVENT OF TERRORISM, NATURAL DISASTER, OR OTHER CIRCUMSTANCES AFFECTING PUBLIC SAFETY

THIS AGREEMENT is entered into by and between the County of Sierra New Mexico, Sierra County Sheriff's Office (herein referred to as SCSO), and the City of Truth or Consequences, Truth or Consequences Police Department (herein referred to as TCPD).

WHEREAS, there has been a close working relationship with a long history of mutual aid, both formal and informal, between SCSO and the TCPD in the function of law enforcement, which both wish to maintain and to memorialize as provided herein; and

WHEREAS, during the normal course of daily operations, assistance may be required between SCSO and TCPD, and to the extend possible, the parties wish to render such assistance to each other when needed; and

WHEREAS, unforeseen circumstances such as natural disasters, terrorist attacks, criminal activity, or other critical incidents may arise, posing a threat to public safety, which require intergovernmental assistance; and

WHEREAS, it is recognized that these emergencies often overwhelm local government capability, transcend jurisdictional boundaries, and that intergovernmental coordination is essential for the protection of lives and property, and

WHEREAS, intergovernmental cooperation is also essential for the maximum use of available resources, and

WHEREAS, SCSO and TCPD recognize that, to provide mutual aid, both agencies need to have an extension of law enforcement authority beyond jurisdictional boundaries of the respective agencies, and

WHEREAS, the New Mexico Mutual Aid Act [29-8-3 NMSA 1978], which established the Mutual Aid Statute, of which both SCSO and TCPD are eligible, allows for its members to enter into mutual aid agreements that extend the authority of law enforcement officers beyond the normal boundaries of their jurisdictions.

NOW THEREFORE, in consideration of these mutual interests, SCSO and TCPD agree that the following will define their Mutual Aid working relationship:

1. **Request for Aid** – Both parties will have their law enforcement agencies respond to emergencies or other requests for assistance in the following manner: a) SCSO will dispatch its equipment and personnel only upon the official request for assistance from the TCPD Chief or his/her designee; b) TCPD will dispatch its equipment and personnel only upon the official request for assistance from the Sheriff or his/her designee.

2. **School Resource Officer** – A TCPD Officer assigned as the School Resource Officer, may respond outside the jurisdiction of TCPD and into Sierra County to follow up on investigations arising from the Truth or Consequences Municipal School District when:
 - A. The suspected crime has occurred within TCPD jurisdiction and follow up investigation leads the School Resource Officer into Sierra County.
 - B. A welfare check or parental notification is necessary originating from the Truth or Consequences Municipal Schools and the family or child resides in Sierra County.
 - C. To provide training, seminars, or other public outreach programs to students or staff at the Arrey Elementary School.
3. **Notification** – Sierra County Regional Dispatch Authority shall be notified when either agency is responding to assist the other. Any TCPD Officer assigned as a School Resource Officer shall notify a supervisory authority with SCSO prior to entering into SCSO jurisdiction, and explain the need to enter SCSO jurisdiction, and the location in Sierra County they will be going. TCPD School Resource Officers shall not enter SCSO jurisdiction until given permission by the Sheriff or his/her designee.
4. **Availability** - Response to a request for assistance from the other party will be subject to availability of personnel, equipment, and resources. Both parties agree that furnishing of any personnel or equipment under this Agreement will be subordinate to requests for, and rendering of, any services necessary within their respective jurisdictions.
5. Upon the request of a supervising official with the law enforcement agency, the officers may provide assistance to the requesting agency. When acting upon the request for mutual aid, both SCSO and TCPD officers shall have the same jurisdiction, powers, rights, privileges, and immunities as officers from the requesting agency. When requested by the Sierra County Sheriff's Office, TCPD Officers will be cross-commissioned as SCSO Special Deputies to enforce state criminal statutes when violations occur in Sierra County, outside TCPD jurisdiction.
6. All efforts shall be made to release the assisting party as soon as practical.
7. Both parties will keep accurate records of all calls requesting assistance from the respective jurisdiction requesting aid. Said records shall include data on equipment responding, personnel employed, time spent and materials expended.
8. Both parties agree they will not seek or be entitled to reimbursement for expenses of officer hours, or use of equipment, vehicles, or other resources rendering mutual aid to the other party, except as follows:
 - A. In the event of any major emergency or disaster, as defined by the New Mexico Intrastate Mutual Aid Act [12-10B-1 NMSA 1978], parties are eligible to receive reimbursement for resources expended by the political subdivision receiving aid in the state of New Mexico, including the jurisdictions of both parties.
9. Nothing in the terms of this Agreement shall require SCSO or TCPD to purchase additional equipment or hire additional personnel to comply with this Agreement.

10. **Employment Status** – Any employee of one of the parties who provides services under this Agreement shall remain the employee of his/her employer, and who shall remain responsible for that employee’s salary, fringe benefits, worker’s compensation benefits, and unemployment compensation. Any of the parties’ employees who undertake any activities under this Agreement shall remain subject to the supervision of his/her employer.
11. **Liability** – Neither party shall be responsible for the liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Each party shall be liable for its’ own acts or failures to act in accordance with this Agreement, , subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 et seq.
12. Neither party shall be responsible for their inability to respond to a request for assistance.
13. This Agreement shall supersede any previous Agreements concerning law enforcement cooperation and mutual aid and any amendments will be made to this Agreement upon the written concurrence of both parties.
14. Effective date of this Agreement shall be the last date of signature below.
15. Either party may terminate this agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of last signature, below:

SIERRA COUNTY SHERIFF’S OFFICE

Sheriff Joshua Baker

Date

TRUTH OR CONSEQUENCES POLICE DEPARTMENT

Chief of Police Louis Tavizon

Date

STATE OF NEW MEXICO

Governor Michelle Luhan Grisham

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: I.4

SUBJECT: Approval of Memorandum of Driving Range Surface Lease Agreement.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: January 25, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

This is a Driving Range Surface Lease Agreement between the City of Truth or Consequences and the City of Elephant Butte for the existing improvements, equipment and fixtures, and monitoring well equipment and fencing.

Recommendation:

Approve Lease agreement.

Attachments:

- -
Driving Range Surface Lease Agreement

Fiscal Impact (Finance): Unknown

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2-8-2023

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“*Memorandum*”) is made as of February 8, 2023 (the “*Lease Date*”), by and between the CITY OF TRUTH OR CONSEQUENCES (“Lessor”), with an address at 505 Sims Street, Truth or Consequences, New Mexico 87901; and the CITY OF ELEPHANT BUTTE (“Lessee”), with an address at 103 Water Street, Elephant Butte, NM 87935.

WITNESSETH:

1. **Property.** Lessor and Lessee have entered into that certain Surface Lease Agreement (the “*Lease*”) dated the date first written above, whereby Lessee leased from Lessor the surface of certain Property in Sierra County, New Mexico, more particularly described in Exhibit “A” attached hereto (the “*Premises*”), including the existing improvements, equipment and fixtures thereon, but *excluding* certain existing improvements, equipment and fixtures thereon owned by Lessor, including monitoring well equipment and fencing, as more particularly described in the Lease. Capitalized terms used herein without definition have the meanings given in the Lease.

2. **Term and Renewal Options.** The Lease has a Term of ninety-nine years commencing on the Lease Date, *plus*, if the Lease Date is not the first day of a calendar year, the days remaining in the year in which the Lease Date falls.

3. **Addresses.** The mailing addresses of Lessor and Lessee are stated above in the preamble.

4. **Assignment/Subletting.** The Lease provides that Lessee has the right to assign the Lease or sublease the Demised Premises subject to and in accordance with the terms of the Lease.

5. **Incorporation of Lease.** This Memorandum is for informational and notice purposes only and is subject to all of the terms, provisions and conditions of the Lease, which is incorporated herein by reference. In the event of any inconsistency between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

6. **Binding Effect.** The terms, provisions and covenants of the Lease shall inure to the benefit of and be binding upon the Lessor and Lessee and their respective heirs and successors, except as otherwise expressly provided in the Lease.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the Lease Date stated above.

LESSOR:

City of Truth or Consequences

By: _____

Name: _____

Title: _____

STATE OF NEW MEXICO)

) ss

COUNTY OF SIERRA)

This record was acknowledged before me on _____, 20__ by _____ as Mayor of TRUTH OR CONSEQUENCES, a New Mexico Municipality.

(Seal)

Notary Public

My commission expires: _____

LESSEE:

City of Elephant Butte

By: _____

Name: _____

Title: _____

STATE OF NEW MEXICO)

) ss

COUNTY OF SIERRA)

This record was acknowledged before me on _____, 20__ by _____ as Mayor of the CITY OF ELEPHANT BUTTE, a New Mexico Municipality.

(Seal)

Notary Public

My commission expires: _____

Exhibit "A"

To Memorandum of Lease

[Insert Legal Description of the Premises]

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 744-5773

January 27, 2017

LEGAL DESCRIPTION

(29.463 ACRES)

A 29.463 acre tract of land being Lot 3, Section 22, Township 13 South, Range 4 West, N.M.P.M., within the Turtleback Mountain Resort, in the City of Elephant Butte, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SE corner of this tract, a 5/8" rebar w/tag stamped "NMPLS 12129", a point on the west boundary of the Pedro Armendaris Grant No. 33, whence the Closing Corner between Sections 22 and 27, Township 13 South, Range 4 West and the Pedro Armendaris Grant No. 33, a 1" iron pipe with tag stamped "NMPLS 12129" bears S00°04'33"E, a distance of 1388.48 feet;

Thence, S88°20'34"W, a distance of 1061.11 feet to the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, N03°32'10"E, a distance of 1279.94 feet to the NW corner of this tract, a 5/8" rebar w/tag stamped "NMPLS 12129";

Thence, S89°32'17"E, a distance of 980.11 feet to the NE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", a point on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, continuing along said boundary, S00°04'33"E, a distance of 1238.91 feet to the point of beginning of the tract hereon described, containing 29.463 acres, 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 January 24, 2017).



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: I.5

SUBJECT: Review, Approve and/or Allocate Funds for Sierra County Arts Council Application

DEPARTMENT: City Manager's Office

DATE SUBMITTED: January 25, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Sierra County Arts Council application for funding for website hosting.

Recommendation:

The applicant requested \$523.63 and the LTAB recommended approval of application for funding in the amount of \$187.45.

Attachments:

- Sierra County Arts Council Application
- Sierra County Arts Council Contract

Fiscal Impact (Finance): Yes

\$187.45

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 2-8-2023

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and **Sierra County Arts Council (Website Hosting-Blue Host)** herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **\$187.45** to the Contractor for a one (1) year period commencing on February 8, 2023 and continuing through June 30, 2023.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Manager's Office no later than the last business day of **May 2023**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Quarterly Reports are due by the 15th of the month following each quarter.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
 6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
 7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
 8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
 9. **Personnel:**
 - a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
 10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Access to Records:

- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Bruce Swingle, City Manager

Date

Kristie Wilson, Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

_____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

_____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.

_____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.

_____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

_____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

_____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.

_____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2023

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative



2022-2023 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Arts Council
Project/Event Name	Website hosting Domain Name Registration
Event Date(s) and Location (if applicable)	Invoice Date: Feb 20, 2023
Event Organizer & Title within Organization (if applicable)	CARY "Jagger" Gustin Board President
Phone Number of Organizer	575-312-2050
Email of Organizer	TAILORMANUS3@YAHOO.COM
Organization Address	Sierra County Arts Council P.O. BOX 1924 TOWN, NH 07901
Organization's Contact Person (If different than event organizer)	N/A
Contact Phone and Email for Organization's Contact Person	N/A

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$523 $\frac{63}{xx}$
Anticipated Attendance (not including volunteers/staff):	N/A

PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes/No

YES SCAC HAS RECEIVED PAST FUNDING SUPPORT

How many times has your event occurred? List previous events years. If new, indicate "new":

N/A

1. Define/Describe the overall project/event (what is happening at the event?):

BLUE HOST INVOICE FOR SIERRA COUNTY ARTS.ORG

HOSTING 2-20-2023 - 2-20-2026

DOMAIN REGISTRATION 2-20-2023 - 2-20-2024

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

N/A

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:

SIERRA COUNTY ARTS COUNCIL UTILIZES STATCOUNTER WEEKLY ANALYTICS REPORTS.

6. How many Facebook followers do you have for this event page or organization page (for a project)? _____ Instagram followers? _____

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 Advertising SOLD

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year. STAT counter Analytics Report Attached.

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
Blue Host	Website Hosting Domain Registration	\$523.63
TOTAL AMOUNT REQUESTED: Must match page 1.		

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 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: CARY "JAAGER" GUSTIN Board President

Signature: 

Date: JAN 12, 2023 



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

SIERRA COUNTY ARTS COUNCIL, INC.
1720929

the above named entity, a Corporation incorporated under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Nonprofit Corporation, under the

Nonprofit Corporation Act

53-8-1 to 53-8-99 NMSA 1978

having filed its Articles of Incorporation on April 4, 1995, and Certificate of Incorporation issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **March 22, 2022**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Certificate Validation #: 0063850

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be

Search By

Business ID #: 1720929

Certificate #: 0063850

Certificate #	Date Issued	Business ID #	Entity Name	Certificate #
63850	03/22/2022	1720929	SIERRA COUNTY ARTS COUNCIL, INC.	0063850

Total No. of Records: 1 Page 1 of 1

If you wish to disable email reports please

Art - Weekly Stats Report 26 Dec - 1 Jan 2023

rspeakes@valornet.com (rspeakes@valornet.com)

tailorman53@yahoo.com

Sunday, January 8, 2023 at 11:35 AM PST

statcounter

26 Dec - 1 Jan 2023

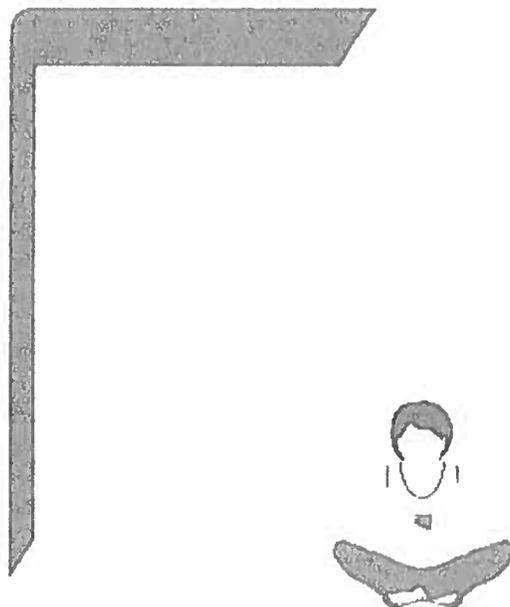
Page Views	Unique Visits	First Time Visits	Returning Visits
Prev Week	Prev Week	Prev Week	Prev Week

	Page Views	Unique Visits	First Time Visits	Returning Visits
Mon	0	0	0	0
Tue	3	1	1	0
Wed	14	5	2	3
Thu	9	3	0	3
Fri	6	2	2	0
Sat	2	1	1	0

Sun	1	1	1	0
Total	35	13	7	6
Avg	5	2	1	1

Knowing when an important visitor such as a sales lead or a repeat customer returns to your website can help you pick the perfect time to follow up with a phone call. But poring over your visitor activity feed to identify a single visitor can be like finding a needle in a haystack.

Set alerts to be notified when an individual visitor returns to your website so you never have to miss an important visitor again.



BLUE HOST



Sierra County,
Just letting you know that the following products will auto-renew as outlined below.

If the billing information on your account is up-to-date then you're all set!
These products will renew automatically roughly 15 days before the expiration date(s) listed below and use the payment method on file.

Billed to:
Sierra County Arts Council
P.O. Box 1924 Truth Or
Consequences, NM 87901

Paying With:
card

Product Description	Exp.	Qty	Price
<u>sierracountyarts.org</u>			
Plus Hosting: from 2023-02-20 to 2026-02-20	20 Feb 2023	\$13.99/36.00 mo	\$503.64
Domain Name Registration: from 2023-02-20 to 2024-02-20	20 Feb 2023	\$19.99/yr	\$19.99
SiteLock Security - Lite: from 2023-02-20 to 2023-03-20	20 Feb 2023	\$0.00/yr	\$0.00
		subtotal	\$523.63
		tax:	\$0.00
		total:	\$523.63



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: I.6

SUBJECT: Review, Approve and/or Allocate Funds for Friends of New Mexico Film Application

DEPARTMENT: City Manager's Office

DATE SUBMITTED: January 25, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Friends of New Mexico Film application for funding for El Cortez Theatre and More.

Recommendation:

The applicant requested \$10,000.00 and the LTAB recommended approval of application for funding in the amount of \$1,500.00.

Attachments:

- Friends of New Mexico Film Application
- Friends of New Mexico Film Contract

Fiscal Impact (Finance): Yes

\$1,500.00

Legal Review (City Attorney): Yes

Approved for Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 2-8-2023

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and **Friends of New Mexico Film (El Cortez Theatre and More)** herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **\$1,500.00** to the Contractor for a one (1) year period commencing on February 8, 2023 and continuing through June 30, 2023.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Manager's Office no later than the last business day of **May 2023**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Quarterly Reports are due by the 15th of the month following each quarter.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
 6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
 7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
 8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
 9. **Personnel:**
 - a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
 10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Access to Records:

- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Bruce Swingle, City Manager

Date

Kristie Wilson, Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

_____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

_____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.

_____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.

_____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

_____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

_____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.

_____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2023

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative



2021-2022 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name Friends of New Mexico Film	
Project/Event Name El Cortez Theater and more	
Event Date(s) and Location (if applicable) Annual	
Event Organizer & Title within Organization (if applicable) NaNi Rivera (Tanana) President	
Phone Number of Organizer 505-309-2727	
Email of Organizer nani4nmfilm@gmail.com	
Organization Address 517 Austin St. TorC, NM 87901	
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$10,000.00
Anticipated Attendance (not including volunteers/staff):	12,000

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":
Several of these events have occurred 20 years or more.

1. Define/Describe the overall project/event (what is happening at the event?):

This is an advertising package that includes above the line sponsorship for several national events

Including New Mexico Film & Televisions Hall of Fame, The Santa Fe Film Festival, Sundance Film Festival

and several meetups in Albuquerque and around the state

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

Milennials who love movies, movie makers with disposable income and movie crews.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

Santa Fe / Albuquerque / Las Cruces / El Paso / Sundance Park City Utah / Los Angeles California / New York NY

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

80% Plus - print, radio, banners and signage

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):

Increased occupancy particularly midweek. More movies/tv shows to use TorC as a location.

6. How many Facebook followers do you have for this event page or organization page (for a project)? 40k Instagram followers? _____

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? _____

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year. New Website to be built

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
Facebook	Social Media	\$5,000
New Mexico Film & TV Hall of Fame	Catalogue, prints and signage	\$3,000
Santa Fe Film Festival & Sundance Film Festival	Sponsorship	\$2,000
TOTAL AMOUNT REQUESTED: Must match page 1.		\$10,000

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 May 31st, 2022, whichever comes first).

Print your name and title: NaNi (Tanan) Rivera, President

Signature: 

Date: November 22, 2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 8, 2023

Agenda Item #: I.7

SUBJECT: Review, Approve and/or Allocate Funds for Uplyfting Spirits Application

DEPARTMENT: City Manager's Office

DATE SUBMITTED: January 25, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Uplyfting Spirits application for funding for Turtleback Mountain Music Festival/Elephant Butte Balloon Regatta.

Recommendation:

The applicant requested \$24,675.00 and the LTAB recommended to fully fund this project/event.

Attachments:

- Uplyfting Spirits Application
- Uplyfting Spirits Contract

Fiscal Impact (Finance): Yes

\$24,675

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 2-8-2023

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and **Uplyfting Spirits (Turtleback Mountain Music Festival/Elephant Butte Balloon Regatta)** herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **\$24,675.00** to the Contractor for a one (1) year period commencing on February 8, 2023 and continuing through June 30, 2023.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Manager's Office no later than the last business day of **May 2023**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Quarterly Reports are due by the 15th of the month following each quarter.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
 6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
 7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
 8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
 9. **Personnel:**
 - a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
 10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Access to Records:

- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Bruce Swingle, City Manager

Date

Kristie Wilson, Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

_____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

_____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.

_____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.

_____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

_____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

_____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.

_____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2023

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative



2022-2023 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	UPLYFTING SPIRITS
Project/Event Name	TURTLEBACK MOUNTAIN MUSIC Festival ELEPHANT BUTTE BALLOON REGATTA
Event Date(s) and Location (if applicable)	9-11 JUNE 2023 - SIERRA DEL RIO GOLF COURSE
Event Organizer & Title within Organization (if applicable)	DENISE ADDIE - PRESIDENT UPLYFTING SPIRITS
Phone Number of Organizer	(602) 738-0212
Email of Organizer	DEEADDIE@YAHOO.COM
Organization Address	PO BOX 17 CABALLO, NM 87931
Organization's Contact Person (If different than event organizer)	N/A
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)	\$24,675
Anticipated Attendance (not including volunteers/staff):	TURTLEBACK MTN MUSIC FESTIVAL - 2000 ELEPHANT BUTTE BALLOON REGATTA - 2500

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":

TURTLEBACK Mtn MUSIC FESTIVAL / ELEPHANT BUTTE BALLOON REGATTE
FIRST EVENT AUGUST 2022 / 42ND YEAR

1. Define/Describe the overall project/event (what is happening at the event?):

THREE DAY MUSIC FESTIVAL. WE WILL HAVE TWO STAGES, ONE FOR COUNTRY
and THE SECOND ONE FOR BLUES, JAZZ, AND ROCK. THERE WILL BE MUSIC
FRIDAY NIGHT, SATURDAY DURING THE DAY, SATURDAY EVENING, AND SUNDAY
FROM 11AM TO 4PM. BALLOON REGATTE IS A THREE DAY EVENT IN THE MORNING.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

AGE 35 TO 65 and THEIR FAMILIES WITHIN A 12 HOUR DRIVING RADIUS.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

WITH RADIO/DIGITAL ADVERTISING OUR COVERAGE WILL COVER SANTA FE,
ALBUQUERQUE, LAS CRUCES, TUCSON, EL PASO, + JUAREZ (INCLUDES A SPANISH CHANNA)
INTERNET ADVERTISING WILL TARGET MAJOR AIRPORTS CITIES: PHOENIX,
ALBUQUERQUE, DALLAS, DENVER AND EL PASO.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

15% OF OUR ADVERTISING BUDGET WILL BE USED FOR PRINT
NEIGHBORS MAGAZINE OUT OF LAS CRUCES WILL COVER ALL OF SOUTHERN
NEW MEXICO, RUIDOSO, EL PASO, JUAREZ,

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:

TICKET SALES, HEADS ON BEDS + RV SITE RENTALS. WE WILL ALSO CONTACT
RESTAURANTS. THE EBBR HAS ALREADY RESERVED 30 ROOMS FOR PILOTS & CREW.
SEE ATTACHMENT FOR LAST YEAR'S RESULTS.

6. How many Facebook followers do you have for this event page or organization page (for a project)? MUSEC FESTIVAL FIRST YEAR
555 Instagram followers? 9

BALLOON REGATTA FACEBOOK 3569 + INSTAGRAM NO ACCOUNT YET.

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? WE HAVE SPONSOR FOR BOTH EVENTS TO HELP COVER COST TO PUT ON THE EVENTS BUT THEY DO NOT GENERATE AD REVENUE.

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year. NONE

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
BRAVO MIC COMMUNICATION LLC	DIGITAL AND BROADCAST MEDIA ADVERTISING	\$1900
ADAMS RADIO GROUP	" "	\$1375
GPK MEDIA LLC	DIGITAL AND RADIO COVERAGE ADO, SOCOORO, GRANTS, SANTA FE + TUCSON	\$2000
NEIGHBORS MAGAZINE	1/2 PAGE AD	\$1000
ROX PRODUCTIONS LLC WX FIRE GRAPH LLC	DIGITAL + VIDEO AD ON META, GOOGLE, DISCORD, YOUTUBE, SOUNDAS POLYWORK + OTHER ZENFINDER COMPANS.	\$6000
LOCAL PRINTER - TBA	28 T-SHIRTS ALONG WITH EVENT PASSES FOR ADVERTISING REMAINING TO BE GIVEN AWAY AT EVENT.	\$2000
Billboard @ I-25/I-40 Interchange	LAMAR	\$5000.00
Talon Septic	Part - A - Potties	\$1200.00
TOTAL AMOUNT REQUESTED: Must match page 1.		\$24,675

Security

Desert Wolf Security
\$ off Duty Officers 3200.00

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 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: DeWise Addie / President

Signature: DeWise M. Addie

Date: 01-09-2023

Turtleback Mtn Music Festival
2023 Advertising Plan

January 6, 2023

Las Cruces	Period	Estimated Cost
Radio/ Digital Ads	Feb- June	\$ 4,275
Neighbors Magazine 1/2 Page	May-June	\$ 1,000
EL Paso		
Digital Ads	May- June	\$ 1,000
Albuquerque & Northern NM		
Radio/Digital Ads	May-June	\$ 2,000
Internet Advertising		
Internet/ Digital Advertising		\$ 5,000
Shirts		
Shirts Music Festival		\$ 2,000 give away for Radio Advertising and at Music Festival
Local Advertising		
Radio 3 ad per day X 15 Shared		\$ 300 Paid by TMMF
Newspaper Local		\$ 250 Paid by TMMF
Posters/Flyers Local		\$ 125 Paid by TMMF
Paid by Music Fest		\$ 675
Total Advertising Budget		\$25,350
Turtleback Mtn Music Festival		\$ (675)
Amount Requested		<u>\$24,675</u>
Free Advertising		
NM True Branding	April-May	Free
MARGEDA Facebook & Web Page	May	Free
Sierra County Events.com	May	Free
Enchantment Magazine Sierra Electric	May	Free
Sierra Electric Coop Newsletter	May	Free
Elephant Butte Balloon Regatta FB Pg	Jan-Jun	Free
Turtleback Mtn Music Festival FB Page	Jan-Jun	Free

Billboard @ I-25/I-40 Interchange 5000.00

Talon Septic Port-a-Potties 1200.00

Security Desert Wolf & Off Duty Officers 3200.00



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

UPLYFTING SPIRITS
PO BOX 17
CABALLO, NM 87931

Date:
09/20/2022
Employer ID number:
85-3654288
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
June 30
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
October 27, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053655002142

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

**EB Balloon Regatta
Turtleback Mtn Music Fest**

Elephant Butte	Occupancy	Event %	Rooms	Total Rm/Sites	Remarks Hotel Restaurants Usage
EB Inn	100%	87%	40	46	Desk clerk Said the Manager was very happy
Marina Suite	100%				Bass Tournment ...had Several room call for rooms maube 1 for the even
EB RV Lake Resort	100%	24%	32	132	32 three sites rented over the weekend
Cedar Cove RV Park	95%	60%	77	128	5 sites are park trailers(Speak to Magie)
Desert View RV Park	35%	5%	5	100	Tammy said speak to Irene
Sierra Del Rio					Restaurant runout of food Saturday night
Casa Taco					They were very busy.. 180 lbs of Hamburger.. Close an hour early on Sunday
					Sunday.. Ran out of food
Big Food					Closed Early runout of food. Kate Hall called to Owner Steve
Crispy Crunchy Chicken					Very Business
Pat's					Owners said they had a very busy weekend
EB General Store					Stephanie said busy was very Steady

40 Room 114 RV Slots

TorC Hotels

Holiday Inn Express	100%	64%	40	63	Manager(JosH) stated 75% were here for the events
Comfort Inn	100%	50%	25	50	Manager(Isabella) stated 50% were here for the 3 rooms down for maintenance
Motel 6	100%	83%	33	40	Tammy stated that around 100 people were here for the events
Desert Inn	100%	100%	7	7	Manager stated all 7 rooms were attending our events
Rocket Inn	100%	0%	0		Manager stated they had 2 rooms down for maintenance -none for event
Sierra Grande Hotel	100%	11%	2	18	Many of their guest attend the event after learning about them
Ace Lodge	100%	90%	32	35	5 room being worked on(Total rooms normally 40)
Travelodge	100%	76%	29	38	Manager (Victor) stated 75% were for the event

~~572~~

282 Rooms

TorC Restaurants

El Faro					Swamped Saturday
Johnny B's					They said they got their butt kicked all weekend
Sonic					Very busy weekend and and even ran out of eggs
McDonalds					Very busy weekend and and ran out of Big Mac's- Sesame seed bums

**EB Balloon Regatta
Turtleback Mtn Music Fest
Hotel Restaurants Usage**

Totals		
Est 208 Room Cost	\$ 41,600	
Est 114 RV Site	\$ 9,120	
Est People		678
Est Food \$75per Day	\$ 101,700	
Est Total Spent	\$ 152,420	

Number don't include State Parks Stays

Advertising

Organization	Share	Percentage
Elephant Butte	\$ 2,100	22.9
T or C	\$ 3,000	32.7
Sierra County	\$ 747	8.1
TB Mtn Music	\$ 965	10.5
EBBR	\$ 2,369	25.8
Total	\$ 9,182	100.0