

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Angie Gonzales
City Manager

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

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, OCTOBER 11, 2023; TO BEGIN IMMEDIATELY FOLLOWING THE WORKSHOP.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS (10 Minutes):

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Gonzales and Department Supervisors

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, September 27, 2023
2. Acknowledge Regular Lodgers Tax Advisory Board Minutes, July 24, 2023
3. September Accounts Payable

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 14 23/24 Budget Adjustment Resolution. Kristie Wilson, Finance Director
2. Discussion/Action: Publication of Ordinance No. 756 authorizing issuance and sale of \$4,500,000 City of Truth or Consequences Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023 for the purpose of acquiring, constructing, furnishing, equipping, beautifying and making improvements to a Law Enforcement Facility. Chris Muirhead, Modrall Sperling

H. NEW BUSINESS

1. Discussion/Action: Financing Options for the Law Enforcement Facility. Mark Valenzuela, Bosque Advisors, LLC
2. Discussion/Action: Out of State Travel Pertaining to Law Enforcement Funding Option. Chief of Police Tavizon and Mark Valenzuela, Bosque Advisors
3. Discussion/Update: Spaceport America Presentation. Charles Hurley and Dr. Francisco Pallares
4. Discussion/Update: Water Update. Arnie Castaneda, Water/Wastewater Director
5. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Kristie Wilson, Finance Director
6. Discussion/Action: Approve LERF grant funding for additional positions. Chief of Police Tavizon
7. Discussion/Action: TCS-24-01 Airfield Maintenance and Consumables Grant. Assistant City Manager Alvarez
8. Discussion/Action: NCA Architects Fee Proposal for Animal Shelter Renovations/Kennel Addition. Assistant City Manager Alvarez
9. Discussion/Action: Review, Approve and/or Allocate Funds for the Veteran's Memorial Park & Museum Remaining Fiscal Year Billboard rental. Tammy Gardner, Executive Assistant
10. Discussion/Action: Review, Approve and/or Allocate Funds for the Veteran's Memorial Park & Museum Veteran's Day Celebration. Tammy Gardner, Executive Assistant
11. Discussion/Action: Review, Approve and/or Allocate Funds to the Friends of New Mexico Film. Tammy Gardner, Executive Assistant
12. Discussion/Action: Review, Approve and/or Allocate Funds to MainStreet Truth or Consequences. Tammy Gardner, Executive Assistant
13. Discussion/Action: Annual request to hold one meeting in November and December 2023. Angela A. Torres, City Clerk

I. 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 OCTOBER 25, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: October 3, 2023
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Gonzales and department supervisor

Summary/Background:

Employee Anniversary: Sorg, Joe – 3 YEARS
Employee Anniversary: Holguin, Mindee – 3 YEAR
Employee Anniversary: Waldron, Robert – 13 YEARS
Employee Anniversary: Huron, Scott – 13 YEARS
Employee Anniversary: Wood, Jeanette – 1 YEAR

Recommendation:

None. Presentation Only.

Attachments:

Printed certificates to be signed by city manager and mayor

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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 10-11-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, September 27, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 6, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-11-2023

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, SEPTEMBER 27, 2023

A. CALL TO ORDER:

The meeting was called to order by Mayor Pro-Tem Hechler at 9:02 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 was absent
Hon. Rolf Hechler, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner was absent

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

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

2. SILENT MEDITATION:

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

3. PLEDGE OF ALLEGIANCE:

Mayor Pro-Tem Hechler called for City Manager Gonzales to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Commissioner Mitchell moved to move item H2 directly under public comment. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS:

1. Domestic Violence Awareness Proclamation.

Mayor Pro-Tem Hechler presented the Domestic Violence Awareness Proclamation to the Domestic Abuse Intervention Center.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Michael Hutchins addressed the Commission with comments related to the following:

- He voiced his support of the Turtleback Trails Network Concept Plan because it increases year-round tourism, and tourism related funds. It provides recreation diversity for running, riding bikes and hiking on the trails. It also allows access to the river, addresses community interests, it helps achieve key elements of the city, and achieve a sound and balance local economy.

Jeannie Ortiz addressed the Commission with comments related to the following:

- She voiced her support of the Turtleback Trails Network Concept Plan as a business owner, she feels it will bring a lot of economic development to T or C. Also, having easy access to the mountains surrounding the area is important for the locals and visitors.

Kyle Cunningham addressed the Commission with comments related to the following:

- As a business owner of 10 years, lots of tourists ask where to go hiking and/or mountain biking, as well as other things. He supports the Turtleback Trails Network Concept Plan and feels that it will help the community both economically and tourist wise.
- He also showed his appreciation for the city's maintenance staff.

Cathy Mears-Martin addressed the Commission with comments related to the following:

- MainStreet is a big supporter of the Turtleback Trails Network Concept Plan. She believes that it will be beneficial to businesses, residents, and visitors. She also added that there was a cleanup event held where 380 pounds of trash, and 150 pounds of recycling was picked up during the event. She expressed her appreciation and explained some of the upcoming events as well.

Lizz Evans addressed the Commission with comments related to the following:

- She voiced her support if the Turtleback Trails Network Concept Plan because it will give easier access to trails for those that are not familiar with the trails.

Rocky Mondylo addressed the Commission with comments related to the following:

- He voiced that he fully supports the Turtleback Trails Network Concept Plan.

Becca Eza addressed the Commission with comments related to the following:

- She voiced as a resident, she supports the Turtleback Trails Network Concept Plan because it gives easier access to the trails, and gives better outdoor access. It also

gives the youth a better outlet to a healthy lifestyle. She also added that she is a board member of the Southern New Mexico Trail Alliance, which is a 501 C3 non-profit based in Las Cruces, which fully supports the Turtleback Trails Network Concept Plan.

Angela Rael addressed the Commission with comments related to the following:

- She voiced that she is here on behalf of the South-Central Regional Transportation Planning Organization in support of the Turtleback Trails Network Concept Plan. The South-Central Regional Transportation Planning Organization sees division, and understands the significance of planning documents, and trying to prepare for future projects. She then goes on to compliment the planning and of the Turtleback Trails Network Concept Plan.

Jay Armijo addressed the Commission with comments related to the following:

- He voiced that he is there representing South Central Council of Governments which is in support of Turtleback Trails Network Concept Plan, as well as support from staff to research grants for opportunities to implement projects within the plan and offered the help from South Central Council of Governments.

Marianne Blaue addressed the Commission with comments related to the following:

- She voiced that she is a local business owner who supports the Turtleback Trails Network Concept Plan because it gives better access to the trails for everybody. She also likes that the plan is an extension of what is already available.

Alan Hansen Begg addressed the Commission with comments related to the following:

- He brought words from natives of the town, generally about the appreciation of the plan, and especially the bridges to the river at Ralph Edward's Park, as well as Rotary Park. He supports the Turtleback Trails Network Concept Plan.

Moshe Koenick addressed the Commission with comments related to the following:

- He voiced that he is a part of the board of Turtleback Trails Network Concept Plan. He gets questions about local trails, and how to access them, so he is here to show his support for the plan.

Gordon Edelheit addressed the Commission with comments related to the following:

- He invited the election candidates to go to the Gratto next to the bistro downtown on Tuesday mornings at 9:00 a.m. to communicate with constituents.

Patricia Kearns addressed the Commission with comments related to the following:

- She voiced her hopes for better control of ATV trails, so they are not distressing the hiking trails. She is also grateful to have more trails to hike on. She supports the Turtleback Trails Network Concept Plan.

Patrick Oliver addressed the Commission with comments related to the following:

- He voiced one of the reasons he moved here were for the trails, and his experience on trails around the world. He goes on to show his support of Turtleback Trails Network Concept Plan.

Jessica Onieda addressed the Commission with comments related to the following:

- She voiced her support of Turtleback Trails Network Concept Plan as a local business owner.

Item H2 was moved after public comment.

New Business:

H2. Discussion/Action: Turtleback Trails Master Plan.

John Masterson via teleconference: He expressed his excitement for the Turtleback Trails Network Concept Plan. He explained errors in the documents given. He has been in the works with this plan for over 3 years, and he is very proud of the outcome so far. He then goes on to talk about the last meetings minutes, and explains that there are 16 different funding sources for this project, as well as many others. He and the board appreciate all of the public input that has been given, and he feels better access to outdoors is beneficial to the community, as well as the economy.

City Attorney Rubin: I think by calling this a concept plan, we are not actually legally obligating ourself to anything particular, at any particular time. We are basically approving the concept of the plan, and we are going to be working on this, but we are not saying, okay, this is going to be done by a certain date, or anything like that. We are just going to look at each item as appropriate based upon certain circumstances. It will be a working document.

Mayor Pro-Tem Hechler: Atilla Bality was somewhat the author of this plan, and he said that ***“any specific project requiring investment of local government time through the development of contracts, grants, project administration or management should be presented to the Commission for discussion and approval before initiation.”*** With that being said, we can essentially pick and choose the items that have priority that we need to get done for the community.

A copy of the updated conceptual plan attached hereto and made a part hereof.

Commissioner Mitchell moved to approve the Turtleback Trails Concept Plan.

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

E. REPORTS:

City Manager Gonzales reported the following:

- It's the end of September already, I just wanted to mention, McAdoo St. is in the works, and we are moving forward. If you have any questions, please let me know.
- We did the final walk through on the MSD project. There were little things, trip hazards, cleaning up water holes, stuff like that, but it's done, and it's moving forward.
- I appreciate all the employees we have. We have over 100 employees with the City of Truth or Consequences, and I appreciate all of their hard work.
- There were many water lines that broke. Some on Cook St., 3rd Street, and on 2nd and Magnolia. I think there were 2 or 3 more that were very small. She commended the city departments for coming together, working together and helping each other out. That's how we're trying to build this team together.
- The water lines are in on Pine Street so they will soon be paving that area.
- Traci has some great news later on in the meeting about the USDA loan and grant so I'm going to let her talk about that.
- Two weeks ago, we were able to meet with our Lobbyists Senator Hardon and Mrs. Elliot. We took them back to our office and we were being very selfish with them. I have to give credit to Traci. She was able to let them know where we were at, and where we were at with each funding cycle and project. That's very important for them because they're going to be away from us, and they have to be able to talk intelligently to legislators during the legislative session. The fact of the matter is that Truth or Consequences New Mexico is being called by the USDA saying we have extra funds. USDA knows that we have the process in place, the engineering reports in place, the engineering in place, we have shovel ready reports, and we have projects ready to go. They know that the funding will be utilized properly for the good of our community. I want to give thanks to the past, the present, and to Traci for having a grants program in place to help utilize this funding.

Assistant City Manager Alvarez: We have received a tentative offer on project from USDA for a \$7,227,891 grant and a \$2,673,000 loan. They are at the end of their funding cycle right now, so what they want to do is obligate the grant portion of \$1,652,891. That is how much they have in the colonias availability for the end of their cycle. Then they want to obligate the entire loan of \$2,673,000. The reason they want to obligate all of the loan right now is because interest rates are set to go up after this funding cycle, so if they obligate that loan to us right now, it stays that way when their cycle opens up after October. After they get their funding allowances, they will then obligate the remaining \$5,575,000 grant when they obligate the \$1.6 million grant and \$2.6 million loan. At this time, we are not under any obligation. They just want to secure the funds under the city's name. We would not start any processes until they've obligated the grant money to us, and at that time that would come back to commission.

City Attorney Rubin had no reports.

City Commission Reports:

Commissioner Fahl reported the following:

- She asked City Manager Gonzales about the ordinance we were working on with the County and Elephant Butte on utilizing UTV's. We were supposed to be getting NMDOT to sign off on it. She asked for an update on that at the next meeting.
- She thanked the city for letting Commissioner Mitchell go to the dam owners conference next week.

Commissioner Mitchell reported the following:

- She was downtown shopping this weekend, and a couple of the business owners had complained that their stores are closing because of the lack of traffic because of all the construction. A lot of the business owners lost parking, walking tourism, and that kind of stuff. She was curious if there was any type of funding out there to help support our small businesses downtown through the construction process.
- Our National Honors Society is putting on a bowling tournament on November 29th from 6pm – 9pm. It's going to be a battle between departments. She wants to invite the T or C Police Department, and Sheriffs Department. The teachers are going to have a team of three different fire fighter programs, EMT's at the hospital, and EMT's at the Spaceport. Whomever gets the most points, wins, so we can support the kids.
- She attended the litter pickers this weekend, and it was a huge turnout. She did one in 2010 with Mayor Mulcahy, and Linda DeMarino. It was nice to see the community turnout this year. Gordon brought us all water, and the pile of trash that they collected was impressive. She hopes they get in the paper this week. They even hauled off a broken air-conditioned. Paul's truck was full to the brim, and over flowing in the back. She thanked MainStreet, the Chamber of Commerce, Mayor Pro-Tem Hechler, and Tigers Unite Us, for helping. We used to have a free trash day, but we don't have that any more. She asked if there's a way, we can do something where its one free trash day once a year, or one free trash day a month depending on your neighborhood. She asked if there is any way we can help people who don't have the ability to really help clean up our city by offering some type of way for people to have access. She thinks at one point in time you could just throw your couch by the dumpster and the city would come by once a week and throw it in the trailer and haul it off for you. She knows we don't have that program in place anymore because it was too costly to the city, but she would like it put up there somewhere. After cleaning up downtown and picking up however many hundreds of pounds of trash in 2 hours, she wondered what we could do for the beautification of the community, so she would like to see some sort of program in place for that. She talked with Angie about starting a recycling program through the high school Tigers Unite Us recycling board because the sanitation department presented about it last year, and they

collected 260 tons of cardboard that netted the city \$26,000 dollars. That's definitely a good project that she would like to see really getting involved in the environmental impact of the city.

Mayor Pro-Tem Hechler reported the following:

- He also participated in the MainStreet trash pickup. It was really wonderful to see the energy that Cathy brought to the event. She was bouncing around and really doing some nice things for us, as well as taking care of the people. It was just a really great event. He was also surprised to see how clean the downtown area was. He had to go someplace else on another street to find all the trash. People have really taken pride, and it really looks good. Keeping a clean community is important. We haven't had a litter clean up in about 3 or 4 years. It might be interesting to explore it, and maybe have Andy or someone do a presentation down the road, or have somebody talk to us that knows something about it.

Assistant City Manager Alvarez: The only thing I would caution to the Commissioners on is that you may need to take a look at the stats at the solid waste department. Either Elephant Butte, or Sierra County recently undergone some type of trash service change which means there are more people that are bringing trash to our Collection Center. We need to be mindful that we are only permitted as a Collection Center. If we reach a certain amount of intake on trash, we will have to restructure to a Transfer Station, and that is a large engineering undertaking. Maybe we could arrange for the engineer to come and speak to the Commission for a little bit about what that is going to entail. We know that we are probably looking at having to do that sometime in the next potentially 3 – 5 years, especially with the potential growth going on. The concern is when we do those free trash days, the amount of trash that comes in is looking at maybe tipping that scale a little bit, so we'll just see if they can give a presentation to the Commission about that.

F. CONSENT CALENDAR:

1. **City Commission Regular Minutes, September 13, 2023**
2. **Acknowledge Regular Public Arts Advisory Board Minutes, March 15, 2023**
3. **Acknowledge Regular Planning & Zoning Board Minutes, August 14, 2023**

Commissioner Fahl moved to approve the Consent Calendar as submitted.

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

G. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 10 23/24 Repeal of Resolution No. 09 23/24 pertaining to Water Trust Board Application.

Assistant City Manager Alvarez: Please disregard the second attachment "A Scope of Work" in the agenda packet as it doesn't have anything to do with the item. I am going to briefly combine items G1 and G2. I know you guys have to take action separately, but they are kind of the same thing. We came before the Commission and you adopted a resolution to obligate an application of \$20 million which would have given the city a \$2 million match. We would like to change that application to a \$16 million request, which would give us a \$1.6 million cash match. We can use the money that we were granted which is \$1.6 million for the design to offset that so that there would be nothing out of pocket for that. The first resolution is to repeal the request to do an application for \$20 million and the second resolution is to do the application for \$16 million.

Commissioner Mitchell moved to approve Resolution No. 10 23/24 Repeal of Resolution No. 09 23/24 pertaining to Water Trust Board Application. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action Resolution No. 11 23/24 Authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Water Trust Board for design and construction services for the waterline replacement project.

Commissioner Fahl moved to approve Resolution No. 11 23/24 Authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Water Trust Board for design and construction services for the waterline replacement project. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 12 23/24 pertaining to the sale of alcohol at the T. or C. Municipal Golf Course.

Rick Artman, Golf Course Supervisor: Right now, we stand in the situation where we have the liquor license that is in place, and I have been designated as the resident agent. I have one of my employees besides myself who is certified, and I have two others who are taking their courses. We also have two different vendors who are supplying the alcohol. We also have the insurance in place, so all we need now is the resolution that sets the fees for the alcohol sales. We are only serving beer and wine at this point. The pricing will be determined by the cost of the alcohol itself, and then we will divide it per serving, and then add a 300% markup, plus tax. After that, we will round it to the nearest ¼ of a dollar.

So, in the case of Miller Lite. A 30 pack breaks down to \$.88 per can, and then we would add 300% to it and tax, so the total amount would be \$2.68 per can. Most of the golf courses are selling their alcohol for around \$5.00 for a domestic beer so we are still making a great profit, but we are not hurting the community that supports us. The customer will be able to take the alcohol anywhere on the footprint of the golf course. They can take it on the course, and on special days such as tournaments and things like that, we will provide a cart that travels the course that you can buy alcohol from.

Mayor Pro-Tem Hechler: So, if they use a credit card there will be a transaction fee of \$2.00, that is for each and every time they use their credit card, correct?

Rick Artman, Golf Course Supervisor: Yes, unless they open a tab. Then it would only be one credit card fee. Our Tee Snap system allows us to put in the golf fee and continue on with a tab, and add it to the same credit card so they are only doing one transaction and not being charged multiple times for using their card.

Commissioner Mitchell moved to approve Resolution No. 12 23/24 pertaining to the sale of alcohol at the T. or C. Municipal Golf Course. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 13 23/24 to Support and defend the US Constitution Bill of Rights.

Chief of Police Tavizon: This is a resolution to support and defend the constitution of New Mexico as well as the constitution of the United States and the Bill of Rights. As you are aware, the Governor had recently passed a health order banning the carrying of fire arms by lawful citizens, whether concealed or in plain view. Back in 2021 she had also passed the New Mexico Civil Rights Act which basically puts any public official that violates an individual's constitutional rights liable for a law suit, basically taking qualified immunity away from law enforcement and all public officials. So, by introducing this public health order that she called it, banning the carrying of weapons by lawful citizens, it basically put us on the hook for any kind of litigation if we took action during that time. As you are aware, that public health order has been taken up the New Mexico Supreme Court to this point, and it is being litigated there. What this order does is it prohibits citizens within our community of their rights to lawfully carry a firearm.

Commissioner Mitchell: I was looking over the letter sent from City Attorney Rubin's office with John Appels comments on this matter, so my question is, did you draft this personally or did you borrow it from another organization?

Chief of Police Tavizon: There have been many organizations across the state that have adopted this. It was drafted by attorneys and we made the proper adjustments to make it specific to our town.

Commissioner Mitchell: Did you make all of the corrections that our attorneys suggested?

Chief of Police Tavizon: No, I didn't. He had a suggestion about the verbiage of men on that. That portion was specifically taken from the constitution. The constitution hasn't been amended to include the verbiage of women. We know that it means a woman as well. It includes all citizens, not just men. That is why that portion was not changed.

Commissioner Mitchell: There was also a section that he pointed out about language that was inflammatory language. He had some concerns about citation to the deity based on the well know constitutional principles regarding separation of church and state. Is that something that you are planning on amending, as suggested by our attorney's?

Chief of Police Tavizon: At this point no. It is the way it is written in the constitution so that is why we submitted it that way.

Commissioner Mitchell: He also said that there is a lot of speak in here that is not directly from the constitution, and they can't find exactly where it came from. So, are going to take the suggestions made by our attorney's before we move forward with this?

Chief of Police Tavizon: The speak in there goes under the penalties for violations of that so it may not be directly under the constitution, but it is directly under what the penalties are for violation of the constitution as far as the fines, up to imprisonment that is mentioned on there.

Commissioner Mitchell: The final one was that the caption below the resolution number does not provide a very detailed synopsis of the resolution which could therefore, if challenged, could be held void for vagueness. So, are you planning on changing that portion to be more specific of the entire document or are we going to leave it standard?

Chief of Police Tavizon: I would move to just leave it standard.

City Attorney Rubin: Commissioner Mitchell, thank you for bringing those comments up, and thank you Chief for your help here. The history of this is that I had seen the drafted resolution early last week, and after speaking with the City Manager, I suggested that we get an opinion from John Appel because he does a lot of work regarding constitutional law. Mr. Appel gave me the redline version of the proposed resolution and he has his in there his suggested changes or things that he felt could be problematic for us, so that is what this is all about. The title of the resolution says "**A RESOLUTION OF SUPPORT TO DEFEND THE CONSTITUTION OF THE UNITED STATES AND THE BILL OF RIGHTS, THE CONSTITUTION OF THE STATE OF NEW MEXICO, PROTECTING THE SOVEREIGN RIGHTS OF THE CITIZENRY THEREOF, AND PROVIDING FOR MEANS AND AUTHORIZATION FOR THE SAME**" and Mr. Appel's comment was that the caption does not provide a very detailed synopsis of the resolution which could therefore, if challenged, could be held void for vagueness. So, as I understood this was brought to us because the governor had issued the executive order pertaining to firearms. If you look at the whereas' portion, there are a couple of references to firearms and what the governor did, but what I noticed is when you actually

get to the part of "**therefore, we resolve**" that is the portion of the resolution that tells you what you are supposed to be doing, and there is nothing in there about firearms so I am not really clear about how this resolution really addresses the concern that was being raised.

Mayor Pro-Tem Hechler: Thank you for your review and I certainly take that to heart. I believe that this resolution is more symbolic in nature to make a point against what the governor had decided to do a while back. I don't think that it will affect us that much, but I did want to read something here that struck home for me, and that was the last paragraph that says "We therefore the undersigned, do solemnly swear (or affirm) that **We will support and defend the Constitution of the United States and the New Mexico State Constitution against all enemies, foreign and domestic; that We will bear true faith and allegiance to the same; that We take this obligation freely, without any mental reservation or purpose of evasion.**" I have said that oath 6 times in my life. I said it in 1975 when I joined the United States Marine Corp. In 1981 when I became a city officer in Wyoming. I said it in 1988 when I became a certified citizen of the United States. I said it again that same year when I became a New Mexico State Officer, and I have said it twice as a commissioner. It holds very true to my heart, and for that reason I don't have a problem with this particular document. I understand what it says, and again, I believe it is largely symbolic to make a point, and I agree with that point.

Commissioner Fahl made a motion to approve Resolution No. 13 23/24 to Support and defend the US Constitution Bill of Rights. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Hon. Merry Jo Fahl, Commissioner voted aye
Hon. Rolf Hechler, Mayor Pro-Tem voted aye
Hon. Destiny Mitchell, Commissioner voted nay

Motion failed with a 2-0 vote.

H. NEW BUSINESS:

1. Discussion/Update: PD Update.

Chief of Police Tavizon: I would like to make it a habit to present some of the things that we are doing at the Police Department so that you are informed. I invited some of the officers to attend so you can meet them. I want to go over some of our stats from August 20th through September 20th to give you an idea of how busy these guys and gals are, and how special they really are. They are the backbone of this department. As you are aware, we are attempting to become credited, and it is a professional standard that not a lot of agencies throughout New Mexico have. These men and women are assisting us by doing their job professionally every day, and I really appreciate them. As a whole, the department took 974 calls for service between that time frame. If you break

those up, that is 621 calls that the PD took specifically, which is roughly around 44 calls per officer. Granted, the way the schedule is, they only work about 15 days a month because they are on 12-hour shifts, so 44 calls per shift is substantial. It is a lot, and it is comparable to some of the bigger cities. I came from Deming, where we are slotted for 39 officers, and they were very comparable to those numbers, so I commend my team. Animal Control filled 240 calls for service during that time, and we only have two Animal Control Officers who are on 10-hour shifts. We took care of 16 motor vehicle accidents. 5 of those involved injuries. We investigated 19 ski referrals. Those are juvenile or crimes against children, or CYFD reports. Our School Resource Officer took 9 reports at the schools. Officers conducted approximately 59 follow ups. We had 2 DWI's in the month of September. Our Code Enforcement Officer who is also in charge of our evidence filled 3 Code Enforcement calls, and there have been a lot of changes to evidence that is state and federally mandated so she has been keeping up with that, as well as training our new evidence technician. We conducted 176 traffic stops, which is huge considering all of the construction that is going on in this area. We arrested 7 individuals for various crimes. We held a constitutional police training, and we had approximately 5 officers attend that training. We also had a promotion, and I will introduce him here shortly. We also began our process through Power DMS with the accreditation, so we are in the process of uploading our policies to show that we are meeting their standards. It wasn't on the agenda this go round, but we put in for funding through the state to provide additional officers. I will present that at the next meeting. There is potentially \$393,750 that will be awarded to us if we approve it, to pay for salaries. 100% during the first year, 50% during the second year, and the third year is a quarter percent of that, so if you approve that we may expand a little bit, and we'll be able to add some additional officers. He then introduced his officers to the Commission.

Officer Abel Sancez: He currently lives in Dona Ana. He started his law enforcement career with the Dona Ana Sheriff's Office. He went through the Dona Ana Sherriff's Office Academy. He has to go through a certified waver because there have been a few years that have passed.

Officer Armando Ramirez: He is a former transport officer with Dona Ana County as well. He worked with ICE as a linguistic officer. He has a degree in criminal justice, and he currently has an interest in narcotic investigations. He also graduated from the Dona Ana Academy, and he is a certified officer.

Detective Shane Jeffers: He has been with the department for a few years now. He started his career with the Sierra County Sherriff's Office. He is a certified field training officer. He holds an intermediate police certification. He was the successful candidate in a very strenuous process for our new detective. He will be investigating the felonies and crimes against children cases within the city.

Officer Shantal Gonzales: She was our runner up in the investigations interview. She has been serving our community for 2 years. She is currently serving as a Marine Reserve. She has been a 6-year Marine and she does criminal investigations there for them. She also holds a bachelor's degree in forensic

psychology. She is delightful and awesome. She has a great attitude, and we are really proud to have her in the department.

Officer Kacey Fraizer: She is our School Resource Officer. She recently graduated the DARE program. She implemented that into the schools in August, and she is their instructor. She has been teaching our Elementary School as well as the Arrey School. She is an amazing officer, and the kids and teachers love her. She has done great for us in the school district. Her job at the school is very important. We are going to be holding a golf scramble fundraiser for DARE, and she is in charge of that. It is the 1st annual event so we hope that it is a huge success. She is former Marine as well, so we thank her for her service.

Animal Control Officer Tyler Knull: He started with us as an Animal Control Officer and he remains extremely busy. He has also been cross training with Code Enforcement so he will be helping Jamie with some of the code violations. He has a great attitude and he is a great officer. He just recently got his professional lecturer, attending the general instructor course that we put on here at the city, so he will be working with the community to educate on various animal control issues, and helping us as officers with any kind of dog bites or whatever information we may need help with.

Code Enforcement Officer Sweeney: She does a lot for us. Her title is Code Enforcement Officer and she has a lot of business out there to help, but she was also our Evidence Tech., and she was responsible for it before we hired our new tech. An Evidence Tech has so much responsibility, because you are so close to going to prison as an evidence tech. If any mistakes are made, you are showed to be negligent, but she has remained on top of it, and she assisted us in re-vamping the entire evidence vault, and she is now training the new evidence tech. She recently got some new information on all of the upcoming changes that are coming, and they are pretty substantial so she will be re-training the entire department. She also attended the instructor development course and she is now a professional lecturer as well. She is also a CPR instructor, so she has that availability for the entire city for our safety hours. There is not a task that she doesn't take head on if we ask her to do.

Seargent Jaffee Blomquist: He is an asset to the department. He has been extremely helpful in a supervisory/leadership role within the department. When you take over a department, there is a lot of change that comes, and if you don't have the support of your supervisors and leadership, it is hard to get anything done. If it wasn't for him and our supervisory staff, we wouldn't be able to accomplish all of the things that we are getting done over there. He has taken on so many different things like fundraisers, Shop with a Cop. He has also helped out with DARE, and his attitude is beyond anything I have ever seen in police work. Usually, you tend to not be so chipper, but this guy's attitude is prenominal. He really makes you want to have his attitude and be positive like he is. There are a lot of things that we could not do without him.

Lt. Donald Venable: He has been around for a long time, and he sat as the interim Chief. He is one of our leaders in the organization that we wouldn't be able to accomplish a lot of things without him. He is over patrol, and the criminal division. We greatly appreciate him and all that he does. He has been working hand in hand with our new body cameras and implementing them, and getting evidence to the courts, and meeting those requirements.

The Commissioners commended all of the Officers that were introduced and thanked them for their service.

2. Discussion/Action: Turtleback Trails Master Plan.

Item was moved after public comment.

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

Kristie Wilson, Finance Director reviewed the Purchase Requisition over \$20,000 to Western United Electric.

Electric Division Director Easley: The reason for this Purchase Requisition is to order poles and replace poles around town. We have gone through a lot of poles here lately, and we are still going to go through a lot of poles with the new construction, new line extensions, and the on and off ramp in Williamsburg. We are going to have to replace 5 poles out there. On Monday morning we had to move a pole 20 ft, back from the 3rd roundabout because the old pole was going to be in the sidewalk.

Mayor Pro-Tem Hechler: How many poles will \$46,535 buy because our concern is the sale to Sierra Electric. We just want to make sure that we can use these poles within the next 6 months.

Electric Division Director Easley: It will purchase 35 poles. A good majority of these poles will be used within that timeframe.

Commissioner Fahl: And you plan to auction the poles you will remove later?

Electric Division Director Easley: Yes ma'am.

Commissioner Fahl moved to approve the Purchase Requisition over \$20,000. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Summary Plat Amendment at 906 Lucky Street.

Assistant City Manager Alvarez: The applicant is requesting to split a lot out of a mobile home park. There is a small section on the map that is included in your packet. This was taken to the Planning & Zoning Commission on September 11th. There were no proponents or opponents. The Planning & Zoning Commission recommended approval pending there not being any issues with water and waste water on that lot. I did not have that information at the public hearing, but I did verify that there were no issues or concerns. The applicant is hoping to potentially put either a small home or duplex on the property, depending on the zoning allowance on that property.

Commissioner Mitchell moved to approve the Summary Plat Amendment at 906 Lucky Street. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Variance Request 1306 Tin Street.

Assistant City Manager Alvarez: This property came to us a little unexpectedly. The applicant had put in a request for utility services, and at that time I requested the standard zoning information. I wanted to know why they needed utilities. I needed a site plan, and I needed the zoning approval application filled out. It was a discovery that a mobile home had actually been moved in to that lot back in 2018. It had never been connected to the utilities, but it had been moved in there after our Municipal Code had been updated, stating the age of a mobile home, so the mobile home doesn't meet the age requirement. However, it is on the lot. I have not allowed them to connect their utilities. They have water there that they use to water a small garden. I guess over the years they have been working on, and remodeling the mobile home. They had pictures submitted to the Planning & Zoning Commission. They also had a public hearing on September 11th. There were no proponents or opponents. Planning & Zoning recommended approval in the end for this mobile home, which is a 1996 mobile home. It looks to be in good condition, and there are no issues on the city side.

Mayor Pro-Tem Hechler: I think if we do a motion. The motion should approve if the occupant meets all requirements to connect utilities and occupy the property by the date stipulated by the city management. In other words, you are approving it contingent upon certain things being done, and perhaps if the Planning & Zoning Board would look at it that way and make a motion in that form. They would get the things done that they needed to get done.

Mayor Pro-Tem Hechler made a motion to approve the Summary Plat Amendment at 1306 Tin Street contingent on the applicant meeting all requirements stipulated by city management by the date required. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Approve Grant Agreement for the State of New Mexico Department of Finance and Administration Capital Appropriation Project 23-H3214.

Assistant City Manager Alvarez: This is the long-awaited grant agreement for the Animal Shelter. This is the appropriation that came down the line at the last legislative session. It is for \$450,000 that is awarded for plan, design, construct, furnish and equip the kennel building at the Animal Shelter. We are lucky enough that the previous architect that built our shelter was available, so we have been in contact with them. We haven't entered into any sort of contract with him yet, but we have been in contact and he has the plans. The savings by going through the same architect is going to be great. We are looking at potentially just taking this shelter as it looks now, and flipping it around, adding to the back end, kind of in the same type of foot print as far as our money will allow. We won't know until we go out to bid with the contractors to see how much we can get done. \$450,000 is a nice chunk of change to put towards the Animal Shelter. This will be the first appropriation I do where we have actually been allocated to use \$450,000 in public places.

Commissioner Fahl moved to approve the Grant Agreement for the State Of New Mexico Department of Finance and Administration Capital Appropriation Project 23-H3214. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 11:37 a.m.

Passed and Approved this 11th day of October, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



Turtleback Trails Network Concept Plan

Prepared for the City of Truth or Consequences
and the Village of Williamsburg



Updated September 2023

This page is reserved for official city resolution.





Acknowledgment



Through requests from the City of Truth or Consequences and the Village of Williamsburg, the National Park Service provided support and planning assistance to project partners. The National Park Service Rivers, Trails & Conservation Assistance Program assists communities in developing or restoring parks, conservation areas, rivers, and wildlife habitats, as well as creating outdoor recreation opportunities and programs that engage future generations in the outdoors.

Turtleback Trails Network Concept Plan

Acknowledgments

The planning team would like to thank everyone who supported this project:

Steering Committee Representatives

- Attila Bality, National Park Service
- Merry Jo Fahl, Jornada RC&D
- John Masterson, citizen
- Gina Kelley, Hot Springs Marketing
- Bill Sallee, Village of Williamsburg Representative
- Brent Tanzy, Bureau of Reclamation
- Heidi Hubble, citizen
- Kim Skinner, Sierra County Tourism Board
- Debbie Stubblefield, Village of Williamsburg Mayor
- Linda DeMarino, T or C MainStreet
- Joe Baca, T or C Schools
- Sandy Whitehead, T or C Mayor
- Tara Neeley, student
- Lillis Urban, citizen
- Kyle Cunningham, citizen
- Michael Apodaca, former T or C Police Department
- Erica Baker, former T or C Police Department
- O.J. Hechler, T or C Parks and Recreation Department
- Morris Madrid, former T or C City Manager
- Hanna Schlechter, BOR Outdoor Recreation Planner
- Maggie Fowler, BOR Intern

River Working Group

- Attila Bality, National Park Service
- Michael Hutchins, citizen
- Bob Jackson, citizen
- Lynette Mondello, Morning Star Outfitters
- O.J. Hechler, T or C Parks and Recreation Department

Trails Working Group

- John Masterson, citizen
- Kyle Cunningham, citizen
- Jim Jacobs, citizen
- Alana Holland, BOR Intern
- Kassidy Steckbeck, BOR Intern

Conservation Working Group

- Merry Jo Fahl, Jornada RC&D
- Travis Day, Sierra SWCD
- Sara Marta, Sierra County Extension
- Mark Hedge, HSHS, New Mexico Envirothon
- Isaac Eastvold, citizen
- Bill Sallee, Village of Williamsburg

Production Support

- Moshe Koenick
- Becca Eza
- SparkNerds



Executive Summary

The Turtleback Trails Network Concept Plan provides a vision for several proposed recreation and conservation projects centered around the Rio Grande in Sierra County, New Mexico. The Concept Plan assesses the potential benefits to the community, addresses community concerns, and sets out a framework for developing the project components.

The Concept Plan is intended to become a tool for city and county officials along with partnering community groups to use in order to coordinate trail development and associated infrastructure, to improve opportunities for outdoor recreation and exercise for residents and tourists in Sierra County.

Development of the Turtleback Trails Network can occur in phases. Any specific project requiring the investment of local government time through the development of contracts, grants, project administration or management should be presented to Commission /Trustee's for discussion and approval before initiation.

Major components of the Concept Plan include:

- Designations of trails on BLM land on the south/east side of the Rio Grande
- Construction of footbridges to enable river crossing
- Construction of a pedestrian trail between Williamsburg and Truth or Consequences on the South side of the Rio Grande
- Enhancements to river put-in/take-out sites and signage along the river to direct floaters
- Restoration/conservation of the wetlands in Rotary Park

The Turtleback Trails Network Concept Plan includes the following components:

Chapter 1: Community Vision Statement shares how the plan will have a positive impact on recreation, health, economic development and tourism, conservation and education, and stewardship in the community.

Chapter 2: The Background chapter explores how outdoor recreation enhancements can promote tourism and increase local tax revenues. The chapter also shares excerpts from a number of existing local and state recreation plans, including the New Mexico State Comprehensive Outdoor Recreation Plan, the City of Truth or Consequences Comprehensive Plan, and the Rio Grande Trail Concept Plan, that relate to and support the implementation of the proposed projects in this Master Plan. Finally, the chapter gives an overview of community demographics, a health needs assessment, and statistics on residents' access to parks, making the case that enhanced recreation amenities will benefit the health of many community members.

Chapter 3: Community Engagement summarizes the efforts undertaken by the Steering Committee to gather community feedback in developing this plan. Multiple outreach projects solicited input from individual citizens as well as from a number of local groups, including the City of Truth or Consequences, the Village of Williamsburg, Sierra Vista Hospital, several groups at Hot Springs High School, and numerous other local organizations.

Chapter 4: Visitor Safety addresses the need to provide a safe experience for users of this trail system. The chapter summarizes ways to mitigate safety risks and offers recommendations for ordinances, signage, and emergency operations plans.

Chapter 5: The Physical Projects gives detailed recommendations for each of the proposed projects that make up this trail system.

Part 1 addresses the proposed Rio Grande Paddle Trail. Existing conditions are summarized, and recommendations given for enhancements to improve user experience, including designating unloading and parking areas, building boat launch ramps and stairs, providing restroom and trash facilities, installing signage and maps at launch sites, and providing signage along the river to inform paddlers/tubers

of obstacles and approaching take-outs. The chapter includes maps of each launch site with suggested layouts and examples of signage, and an appendix gives details on possible ramp designs.

Part 2 addresses establishing a trail system on the east/south side of the Rio Grande, made accessible by several pedestrian bridges (with proposals given for bridge locations and design). A map is provided with current trail use data from local runners and bikers. This trail system would include a portion of the statewide Rio Grande Trail. Recommendations for the construction of a new riverside trail from Williamsburg to Truth or Consequences are also given.

Part 3 of this chapter focuses on a redesign of Rotary Park to improve visitor experiences and restore its wetland ecosystem.

Chapter 6: River Corridor Conservation and Education summarizes the history of this stretch of the Rio Grande, including both the natural resources and cultural heritage of the area. It addresses challenges to continued conservation, including removing invasive plant species and restoring native habitat. The chapter identifies conservation concerns in the establishment of the trail system. It proposes interpretive signage to educate users on a variety of natural history themes, and offers recommendations for conservation-focused youth and community events.

Chapter 7: Management, Maintenance, and Stewardship addresses the need for ongoing maintenance of the trail system, and offers suggestions of ways to solicit community help in maintaining the system through trail/site adoptions and user fees. The chapter proposes a breakdown of which agency or entity would be in charge of maintaining each component of the trail system.

Chapter 8: Federal Coordination offers guidance on the process of seeking approval from federal agencies, which will be required as some of the proposed project areas fall under jurisdiction of the Bureau of Reclamation, Army Corps of Engineers, and Bureau of Land Management. Permitting from these agencies will require compliance with the National Environmental Policy Act and the Clean Water Act.

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Promotion, Programming, Policy, and Physical Project supporting successful implementation

Throughout the document, look for the following icons:



Promotion: indicates a way in which the recreational opportunities arising from this project can be promoted to residents and tourists.



Programming: indicates existing or potential new programming to take place within the parks and trails encompassed in this proposal.



Policy: indicates new policies that are needed, or existing policies/regulations/agreements needing change, to successfully implement this concept plan.



Physical Project: Indicates river or trail related features to be constructed.



Healing Waters' Trail Vegetation

Sierra County is in the lower Chihuahuan desert and the Rio Grande riparian zone. Around the New Mexico Veterans' Home, you will find elm trees, whose original ancestors were brought onto the site in the 1930s when Carrie Tingley Hospital for Crippled Children was built. You will also find native desert grasses (i.e., Indian ricegrass and sideoats grama, etc.) and desert cacti (i.e., Christmas cactus, ocotillo and cholla, etc.). Shrubs such as four-wing salt bush and creosote, etc. are found in the open fields.



01 Community Vision Statement

Pedestrian bridges, trails, and river access improvements along the Rio Grande in Truth or Consequences and Williamsburg provide access to the natural environment that helps our community grow healthier and wealthier.

This plan will have a positive impact in the following aspects of life in this community:

Recreation: Our community benefits from amenities that increase access to and safety of our public lands near the Rio Grande. The project will provide outstanding outdoor recreation for all our community members, including those who cannot afford destination recreation opportunities.

Health: Our community grows healthier through new opportunities for physical activities and the mental benefits of getting outdoors in the natural environment.

Economic Development & Tourism: Our community grows wealthier through the additional tourism dollars spent and associated gross receipts and Lodger's tax collected.

Conservation & Education: Our Rio Grande is healthier with enhanced wetlands and improved native habitats that support wildlife and fisheries while serving as an important outdoor classroom for everyone.

Stewardship: Our community, inspired by better access to the Rio Grande, readily partners with the City, Village and public land managers on projects that improve access, maintain trails and river access sites, and monitor trail and resource conditions.



02 Background

Recreation and Tourism

Over the past decade, as the traveling public has trended toward a younger demographic, tourism has seen a shift away from the "sight-seeing" mentality of past generations to "sight-doing." According to the U.S. Bureau of Economic Analysis, New Mexico's outdoor economy contributed \$2.4 billion (2.2 percent) to the state's GDP in 2019. The industry employed 35,065 New Mexicans, with \$1.2 billion in income. This growth in experiential tourism provides Sierra County with an opportunity to capitalize on this trend by developing its outdoor recreation offerings. As more and more tourists take outdoor recreation opportunities into consideration when choosing where to travel, the value of tourism in trail development is clear and compelling.

Not only will trail development attract new visitors to Sierra County, it will also provide those who already visit regularly with yet another amenity to experience, thereby potentially increasing the length of their visit. Increasing visitor stays will result not only in additional revenues for our tourism related businesses, but will also increase tax revenues that may be used to develop future recreation projects that will benefit residents and visitors alike. Additionally, the opportunity exists to organize more outdoor recreation events (such as mountain biking/trail running races and group hikes) that will bring a more active demographic to our communities. The target market for these events trends younger and more active. Not only will these events result in "heads in beds," increasing tourism revenues, but may also result in some of these participants finding Sierra County an attractive place to live and work.

Relevant Local/State Plans

Development of the Turtleback Trails Network supports several adopted state, regional and local planning documents. These include the State Comprehensive Outdoor Recreation Plan (SCORP), regional economic and tourism plans, and T or C's Comprehensive Plan, all of which address outdoor recreation, community health and quality of life, and tourism. Excerpts from these plans are listed below.

New Mexico State Comprehensive Outdoor Recreation Plan (SCORP)

[Home](#) | [Get Outside, New Mexico](#) | [Outdoor Recreation Plan](#)
(getoutsidenm.org)

The 2022-2026 SCORP, completed in December 2021, provides guidance for the allocation of Land and Water Conservation Fund (LWCF) program funding. Many of the goals, objectives and strategies identified in the SCORP align with the Turtleback Trails Network. Relevant goals include:

- Encourage development in the outdoor recreation economy that supports the health and wellbeing of New Mexicans.
- Connect communities with outdoor recreation resources to grow local tourism economies.
- Identify and protect privately-owned, critically important lands at greatest risk for development through acquisition or conservation easements from willing landowners. Determine if additional legislative action to permanently protect them from development is required.
- Develop projects and programs that promote greater recreational and ecological connectivity

In the Southwest region (including Sierra County) the SCORP identified trails & trailheads as the most important outdoor recreation facility to survey respondents. Hiking, trail running, camping and backpacking are the most common outdoor recreation activities, and more people would participate in biking, hiking and camping if high quality facilities were available.

Comprehensive Plan Update for Sierra County, NM 2017

sierra-county-comprehensive-plan-2017.pdf (sierraco.org)

Tourism and recreation hold the greatest potential for continued growth in Sierra County and the county should showcase tourism opportunities and experiences to visitors and potential new residents. The marketing of facilities, services, and events must be coordinated and aggressive. (pg. 2)

City of Truth or Consequences Comprehensive Plan, 2014

Final Comprehensive Plan - October 2014.pdf (revize.com)

The following excerpts from this plan are directly supported by the goals of the Turtleback Trails Network:

Achieve a sound and balanced local economy which supports existing businesses, attracts new investment, increases the tax base, creates employment opportunities, and generates public revenues.

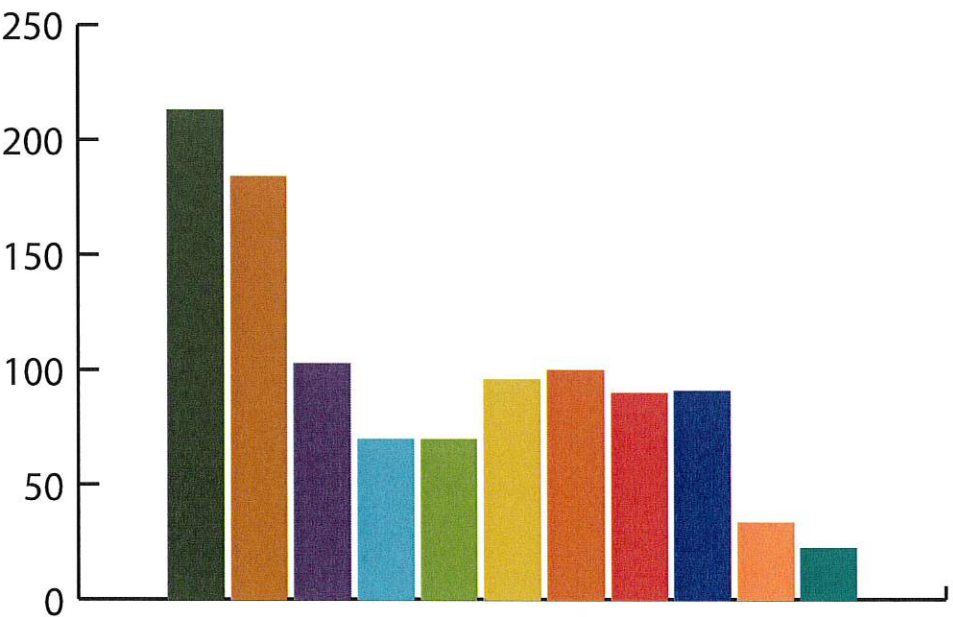
- Create and maintain recreational opportunities for residents of all ages.
- Increase access to recreational activities on and along the Rio Grande, including rafting, kayaking, canoeing and fishing.
- Work with the Bureau of Reclamation to determine the feasibility of installing access ramps for rafting, canoeing, and kayaking on the Rio Grande from Ralph Edwards Park and Rotary Park.

City of Truth or Consequences Riverfront Economic Feasibility Study, 2021

In 2021, the City of Truth or Consequences contracted with engineering firm Wilson & Company to examine the community's economic opportunities along the riverfront. The firm conducted a public survey to which over 300 residents responded. The results indicate strong support for pedestrian bridges and trails.

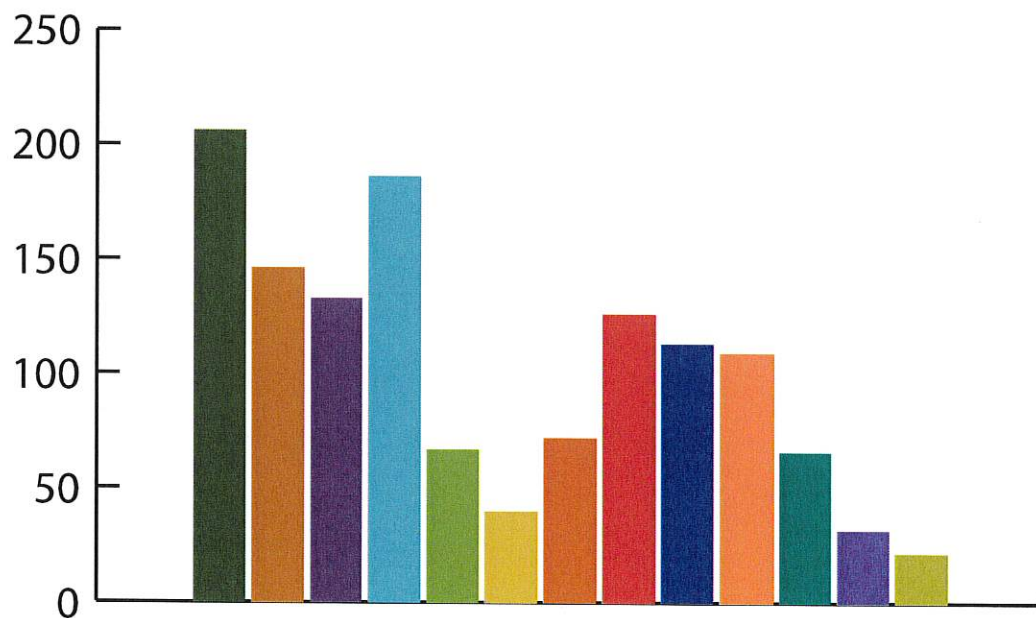
1. Which of the following changes would you like to see along the Rio Grande?

● Bike/pedestrian paths	213
● Crossings to the South Side...	184
● ADA Compliant loading...	103
● Camping/Camp grounds	70
● Additional Parking	70
● Wayfinding and educational...	96
● Small-scale restaurants	100
● Outdoor recreation equipment	90
● Conservation with limited river...	91
● No changes	34
● Other	23



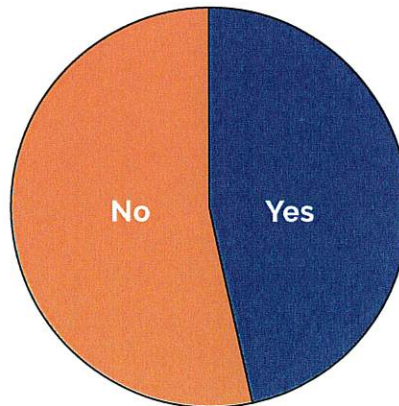
2. What activities would you participate in along the Rio Grande, if available?

Hiking	206
Fishing	146
Kayaking	133
River Floating/Tubing	186
Horseback Riding	67
Outdoor Sports	40
Camping	72
Farmer's Markets	126
Food Trucks	113
Small-scale restaurants	109
Shopping	66
I would not participate	32
Other	22



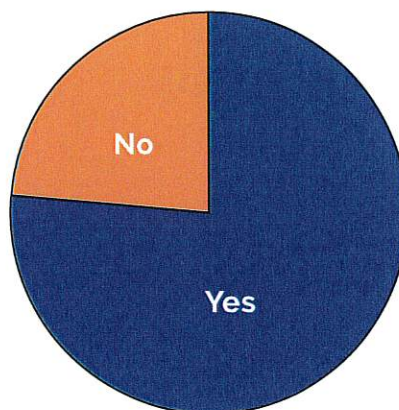
3. Do you believe a vehicular bridge crossing to the South side of the Rio Grande is important?

● Yes 143
● No 162



4. Do you believe a pedestrian bridge crossing to the South side of the Rio Grande is important?

● Yes 231
● No 71



Rio Grande Trail Master Plan

[*RioGrandTrail_MasterPlan_FINALwChanges.pdf \(nm.gov\)*](#)

The Rio Grande Trail (RGT) is New Mexico's cross-state, recreational trail for hiking, biking, and horseback riding along the Rio Grande. The Rio Grande Trail will improve public access to the Rio Grande, which will increase the connection New Mexicans have to the river and cultivate river stewardship. The following excerpts from the Rio Grande Trail Master Plan highlight some potential areas of coordination with the Turtleback Trails Network:

- Establish the Rio Grande Trail as the conduit connecting communities, local and state destinations, and geographies, as well as promoting health, quality of life, and economic vitality in New Mexico.
- The Rio Grande Trail non-profit should establish a Gateway Communities program to connect trail users with towns along the route for food, lodging, cultural amenities, or additional recreation activities. Program implementation will foster strong relationships with local municipalities and provide resources for developing connector trails from communities to the Rio Grande Trail.
- The Rio Grande Trail non-profit should develop a trail sponsor program and Adopt-a-Trail program. The non-profit's Adopt-a-Trail program should draw from and work in tandem with the EMNRD State Parks Division's volunteer program and provide guidance for how the Rio Grande Trail program could work with local jurisdictions.

The proposed route of the Rio Grande Trail runs along the east/south side of the river between NM 51 and Williamsburg, and could be incorporated into the Turtleback Trails Network. Additionally, construction of footbridges (see Chapter 5: Physical Projects) would connect RGT users with commercial amenities in Truth or Consequences.

Middle Rio Grande Economic Development Plan 2016

New Mexico (mrgeda.com)

The goal is to improve the economy and quality of life of the region via Arts, Recreation and Visitors Industries. This cluster holds opportunities for significant growth in our region. Cities, counties, chambers of commerce, and recreation and tourism businesses can easily collaborate on regional resource and skill development. The growth of visitor, recreation and tourism industries will provide jobs and revenue opportunities for the region. The synergetic effect of this collaboration allows the region to leverage existing resources for exponential growth.

- Increase recreational opportunities for tourists.
- Increase visitors in the region by 5% over the next 5 years.

Community Profile

Population

According to the 2020 Census, the total population of Truth or Consequences is 6,052, which is a decrease of around 400 since 2010. The median age is 51.5 years. 82.5% of the population is over 18 years and 29.5% of the people are 65 years and over. Source: Census - Geography Profile

Income and Poverty

The median household income in Truth or Consequences is \$23,998, compared to \$51,945 for the state of New Mexico. 33.4% of the residents in T or C are living in poverty.

Source: *Census - Geography Profile*

The economy of Truth or Consequences employs 1,960 people. The largest industries in T or C are Health Care & Social Assistance (577 people), Retail Trade (211 people), and Construction (184 people), and the highest paying industries

are within the local government sector including: Public Administration (\$54,750), Administrative & Support & Waste Management Services (\$43,611), and Professional, Scientific, & Management, & Administrative & Waste Management Services (\$42,917).

Source: *Truth or Consequences, NM | Data USA*

Community Health

26.9% of the population in Truth or Consequences has identified as disabled, compared to 16% of the overall NM population.

Sierra County ranks in the lower third of NM counties in the percentage of adults who meet the recommended physical activity guidelines, with only 49.4% of adults achieving this benchmark. Physical activity among adults has numerous benefits, including reducing risk of heart disease, stroke, and some cancers; improving physical fitness, bone health, and mental health; preventing high blood pressure, abnormal cholesterol, prediabetes and diabetes; maintaining a healthy weight, and increasing mobility; brain health benefits, including improved cognitive function, reduced anxiety and depression risk, and improved sleep and quality of life. Among older adults, physical activity is crucial in preventing falls. Only half of adults in the U.S. meet physical activity recommendations. Research demonstrates any amount of physical activity is beneficial; however, for substantial health benefits, the Physical Activity Guidelines for Americans, 2nd edition recommends adults do 150 to 300 minutes a week of moderate-intensity physical activity, or 75 to 150 minutes a week of vigorous-intensity physical activity. Preferably, aerobic activity should be spread throughout the week.

Source: *Welcome to NM-IBIS - New Mexico's Public Health Data Resource (state.nm.us)*

Community Health Needs Assessment

Sierra Vista Hospital ("SVH" or "the Hospital") has performed a Community Health Needs Assessment (CHNA) to determine the health needs of the local community. Data were gathered from multiple well-respected secondary sources to build an accurate picture of the current community and its health needs. A survey of a select group of Local Experts was performed to review the prior CHNA and provide feedback, and to ascertain whether the previously identified needs are still a priority.

The 2020 Significant Health Needs identified for Sierra County include:

1. Mental Health/Suicide
2. Drug/Substance Abuse
3. Affordability/Accessibility
4. Alcohol Abuse
5. Obesity
6. Chronic Pain Management
7. Cancer

Within Sierra County 34.2% of the population is identified as morbidly obese, 18.4% are affected by chronic diabetes and 51.7% of the population fail to meet vigorous exercise recommendations.

Lower income groups, older adults, and residents of rural areas have been identified by Sierra Vista Hospital Local Expert Advisors as priority populations. Unique and pressing needs of these groups include access to affordable healthcare/transportation and behavioral health issues.

Findings from the community health needs assessment lead to the development of a detailed implementation strategy plan.

The goal for Chronic Disease Management is: Promote healthy lifestyles through education and outreach. Relevant implementation strategies for trails include: Exploration of additional community programming such as health fairs and screenings to promote prevention and early detection of chronic diseases.

Access to Parks & Trails

According to a report from the National Recreation & Park Association, adults living within a half mile of a park spend more time visiting parks and exercising. Access to trails provides a potential opportunity for increased physical activity. Any increase in physical activity can lead to medical cost savings. The annual individual medical cost of inactivity (\$622) is more than two and a half times the annual cost per user of bike and pedestrian trails (\$235)(Source: Wang, G. et al. "Cost analysis of the built environment: The case of bike and pedestrian trails in Lincoln, Neb." American Journal of Public Health 94, no. 4 (2004): 549- 553. Increased phys-

ical activity and easier access to nature along the river and the foothills can help address obesity and mental health issues challenging our community.

Park Serve Database/10 Minute Walk

The Trust for Public Land has built a comprehensive database (called "Park Serve") of local parks in nearly 14,000 cities, towns, and communities. The database uses a "10 Minute Walk" concept to identify residential areas that are/are not within a 10 minute walk of a park. The analysis identifies physical barriers such as highways, train tracks, and rivers without bridges, and chooses routes without barriers to access the parks. Using these 10-minute walk service areas, overall access statistics were generated for each park, place, and urban area included in the database, and then further disaggregated by several demographic variables – race/ethnicity, age, and income.

As reported by the Park Serve database, about 40% of residents in Truth or Consequences live within a 10 minute walk of a park. The database also uses a set of metrics to identify areas of highest priority for park construction.

Detailed information, maps, and graphics are available at [Truth or Consequences, New Mexico](https://truthorconsequences.org/) | [Trust for Public Land \(tpl.org\)](https://trustforpublicland.org/)

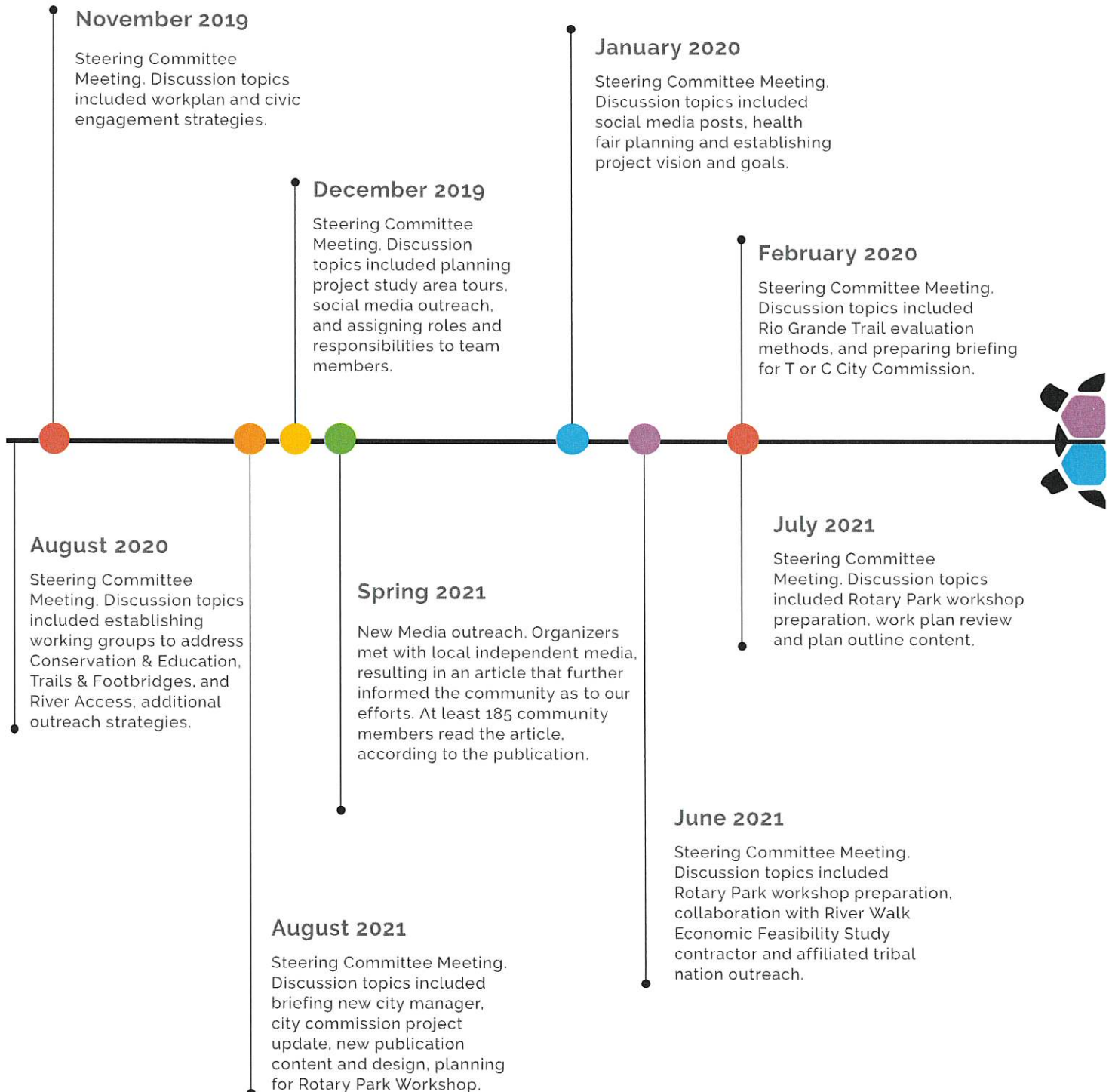


03 Community Engagement

A foundation of the Turtleback Trails Network planning effort has been to engage community members as much as possible to hear their ideas and concerns about outdoor recreation opportunities along the Rio Grande corridor. A number of organizations have participated in the planning process, and feedback has been sought from individual community members.

The planning efforts began in late 2019, and soon after, COVID-19 limited opportunities to interact with the public. The Sierra County Health Fair was the only public event prior to public health restrictions, but the Steering Committee has engaged in many non-contact interactions with the public.

Timeline of community engagement efforts



February 2020

Sierra County Live Long & Prosper Festival-A table top display invited community members to learn about the project and provide comments on how they would use the new trails and how trails could help our communities.

Summer 2020

Chalkboards were installed in Rotary Park and Williamsburg. New questions are posted periodically by volunteers and the resulting community responses added to a spreadsheet. The data will be used by planners to attempt to realize the shared vision of the community. Please see Appendix A for more details on the information received from these chalkboards.

Summer 2020

Project factsheets were distributed throughout the community, and a Facebook page was launched that as of August 2022 had amassed 873 followers.



July 2020

Briefing to the City Commission on project organization and accomplishments to date.

August 2021

In partnership with the City of Truth or Consequences and the NPS, the landscape architecture firm Groundwork Studio led a two-day workshop on desired improvements to Rotary Park. Approximately 75 community members participated.

September 2021

Steering Committee Meeting. Discussions included management, maintenance and stewardship of the trails and amenities, working group updates.

August 2021

A brochure was produced describing the project and envisioning potential improvements to water and trail amenities. The brochure was distributed at the weekly Farmers Market, the downtown brewery, Morningstar Outfitters, and the community board in Rotary Park.

March 2022

Steering Committee Meeting. Discussion topics included coordination with BOR survey, interns for project coordination, working group updates, and management, maintenance and stewardship strategies.



Since May of 2022 members of the Steering Committee have been gathering more community input for the plan in order to help facilitate the communities thoughts on the priority of implementation of major components of the trail. Presentations have been made to: Sierra County Commission, City of Truth or Consequences Commission, Village of Williamsburg, City of Truth or Consequences Chamber of Commerce, Sierra County Arts Council, Truth or Consequences Municipal School Board, City of Truth or Consequences Recreation and Tourism Board and the Sierra County Recreation and Tourism Board. In addition, a community display was set up during the annual T or C Fiesta, at the County Commission Chambers during early and Primary Elections Voting, and at the T or C Brewery. The community was asked to provide written input on selection of priorities, and survey votes were gathered from over 350 citizens.

The working groups were tasked with understanding the issues around river access, trail development, pedestrian bridge crossing, river habitat improvements, and education opportunities. The working groups met on multiple occasions and worked to define the physical projects, described in Chapter 5 of this document.

In addition to the community outreach and engagement described above, project partners also reached out to numerous local clubs and organizations including:

- City of Truth or Consequences
- Village of Williamsburg
- Jornada Resource Conservation & Development Council
- Sierra Vista Hospital
- Sierra Soil and Water Conservation District
- Sierra County Recreation and Tourism Board
- MainStreet Truth or Consequences
- Sierra County 4-H Council
- Geronimo Trail National Scenic Byway
- Hot Springs FFA Chapter
- Hot Springs High School Envirothon Team
- Hot Springs High School JROTC
- Hot Springs High School Cross Country Team
- Hot Springs Marketing

- Hot Springs High School Envirothon Team
- Hot Springs High School JROTC
- Hot Springs High School Cross Country Team
- Hot Springs Marketing
- Bureau of Reclamation

Because of known cultural sites within the project area, the Village of Williamsburg corresponded with nine Sierra County affiliated tribes and pueblos inquiring whether our project elements would adversely affect any sacred sites and cultural landscapes. Three responses were received, all of which indicated no immediate concerns, and each group requested to be kept updated on the project. This affiliated tribal outreach is not intended to preclude official agency consultation, which will be necessary through federal planning processes.

Turtle Mountain Trails Network

If the City gave you \$100 to spend on these projects, how would you allocate the money?

_____ Rotary Park Wetlands Improvements

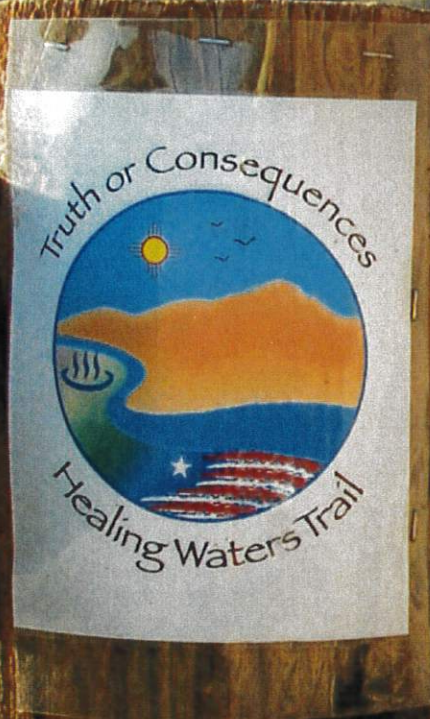
_____ River Access /Boat Launch
Improvements

_____ Accessible River Trail across the river

_____ Shared Use Trail from Rotary Park to
Williamsburg.

_____ Adventure Trails
Network for hiking,
running, mountain
biking, and motorized
recreation.





04 Visitor Safety and Security

The Turtleback Trails Network will provide many opportunities for residents and visitors to explore the Rio Grande corridor and adjacent public lands. With increased usage comes an increased need for visitor safety and security. While good informational signage and well-designed trails can minimize user risk, some trail and river users may become lost or injured during their recreational outing. As outdoor recreation amenities are developed along the Rio Grande (river access and trail corridors), there may be a need for emergency response to visitors in distress.

Key Issues

- **Illegal Dumping:** Along A005 (Turtleback Road), some uncontrolled dumping occurs, and occasionally transient camps are set up along the river bank. These activities and associated vandalism may deter people from using the trails network.
- **Signage:** No informational or directional signage exists to help people navigate the landscape and river.
- **Watercraft Conflicts:** Motorized watercraft can conflict with human-powered craft (tubes, stand up paddle boards, kayaks).
- **Trail User Conflicts:** Motorized and non-motorized trail user conflicts along the river corridor and adjacent public lands is likely. ATV/UTVs, mountain bikes, runners/hikers, and horses frequently use this land.
- **Law Enforcement Jurisdiction:** The City of T or C Police Dept. is prohibited from enforcing the State Boating Act, per legislation.
- **Emergency Response:** City of T or C, Village of Williamsburg and Sierra County are individually ill-equipped to respond to trail related injuries or water rescue. Each entity relies on available people and equipment from neighboring jurisdictions (informal mutual aid) for appropriate emergency response.

- **Access:** There is limited access across the Rio Grande. First responders rely on A005 and must cross the river at the Hwy 51 bridge to reach stranded or injured people during river release season. During low flow periods, low water crossings below Rotary Park and below Williamsburg can be used by limited equipment.

Signage

Signage, whether directional, informational, or regulatory, is non-existent for recreational users in the T or C area. Signage would help recreational users navigate the river and the backcountry trails beyond the city limits. Information such as time and distance to river access sites, markings of river hazards, and length and difficulty of hiking/running/biking trails, can provide a safer experience. Knowledge about conditions can help a user to be prepared and avoid difficult or dangerous situations.

Specific recommendations for signage for each proposed project are provided in Chapter 5.

Emergency Operations



The T or C Police and Fire Departments are aware that neither department can respond to emergencies on the river or adjacent public lands with sufficient resources. They understand other local EMS resources are available and may be necessary. Informal mutual aid agreements exist among Sierra County, T or C, Elephant Butte, Las Palomas, and NM State Police, and more coordination and planning is necessary to address increased recreational use on the river and adjacent public lands. A better coordinated response should include additional swift-water rescue training and acquisition of watercraft capable of assisting in a rescue.



The T or C Police Department is constrained from enforcing the NM Boating Act (Chapter 66, Article 12 NMSA 1978,) which stipulates the use of personal floatation devices (PFDs) among other rules. Better compliance with wearing PFDs could reduce some stranded/rescue situations. The City of T or C could adopt local ordinances that mirror the NM Boating Act so local enforcement personnel have enforcement authority over river safety. The cities of Ruidoso and Carlsbad, NM have adopted similar ordinances for recreational activities on waters within their

jurisdictions.

Key Recommendations

1. Develop Emergency Operations Plan for river and trail-based search and rescue operations and for natural hazards such as flooding or wildfire. The EOP should also include a Master Mutual Aid Agreement among all the local governments, Sierra County, NM State Police, etc. Sierra County would take the lead on developing the Emergency Operations Plan.
2. Provide detailed trail route maps to Sierra County GIS staff. Incorporate trail layer into 911 Dispatch system so dispatchers can direct emergency response to the right place in the quickest way.
3. Consider adopting river use ordinances that mirror the NM Boating Act and address PFD use, excessive noise, unruly behavior, trespassing, and littering, and ban motorized watercraft between Paseo del Rio and Rotary Park. See Appendix B for an example of a boating ordinance.
4. Design pedestrian bridges to accommodate UTV's or Side-by-Sides for use by first responders. Install removable bollards at either end of bridges to prevent unauthorized access and use.
5. Inform landowners about New Mexico Recreational Use Statute, which gives liability protection to private landowners who agree to provide public trail access without charging user fees. See Appendix C for text of the statute.
6. Establish a "Trail Stewards" program to provide "eyes and ears" for law enforcement. Trail stewards would report dumping, illegal camping, and other unauthorized recreational activities to local law enforcement. Encouraging and inviting public use of the trail corridors, trail stewards and response by law enforcement will significantly reduce the undesirable activities along the Rio Grande.



Wildfire Threats Along the Rio Grande Corridor

Along the Sierra County stretch of the Rio Grande, the native vegetation such as Rio Grande Cottonwood, Black Willow, New Mexico Privet, Wolfberry, four-wing saltbush, New Mexico Locust, and native grasses are being replaced by invasive species such as Russian Olive and Salt Cedar. The non-native plants have drastically reduced the number of native plants and have greatly reduced the plant diversity and have increased the possibility of wildfires igniting.

The Sierra County Community Wildfire Protection Plan Core Team identified the Rio Grande corridor, Mims Pond, and the Seco Creek areas as high wildfire risk areas. The Turtleback Trails Network, particularly the shared-use path between Rotary Park and Williamsburg and various river access sites could be impacted should wildfires ignite in the area.

Continued efforts will be necessary to help reduce the chances of wildland fires within the Turtleback Trails Network, along with education outreach of the risk of fires. Mitigation of wildfire risks and community education is necessary to protect lives, property, and native habitats.



05 Physical Projects

Part 1: Rio Grande Paddle Trail

A Rio Grande Paddle Trail could be developed from the Paseo del Rio Campground river access area downstream to the Seco Creek river access area, a distance of about 20 miles. Many of the amenities and facilities are in place, all needing improvements for safety and better visitor experiences. River access sites requiring improvements include Paseo del Rio Campground, Hwy 51 Bridge, Rotary Park, and Seco Creek. River access sites requiring development include Ralph Edwards Park and Village of Williamsburg Community Park area. A new river access site could be developed along Hwy 51, across from Mescal Canyon to relieve potentially crowded conditions at the Hwy 51 Bridge site.

This section describes the key conditions, existing conditions and recommendations for improvements for each river access area.

Very rough estimated costs for each river access improvements are \$40-60,000 including concrete step or ramp launches, informational signage, loading/unloading zones, and parking area. Vault toilets at key access sites would be an additional cost.

Key Issues

- Lack of signage along the river (directional, safety)
- Noise along river that disturbs residents/businesses
- Crowded launch sites with lack of parking and facilities (trash, restrooms)
- Steep river banks at launch sites

Existing Conditions

Recreational use of the lower Rio Grande is primarily seasonal, during water releases from Elephant Butte Dam. The typical floating season begins Memorial Day Weekend and lasts through Labor Day, although the water release period is getting shorter. During the release, the river flows at 1,400 – 2,300 CFS (cubic feet per second). Low conditions are releases of below 900 CFS and high are at 5,000 CFS and above.

Following the irrigation season, when river releases are halted and the Bureau of Reclamation constructs the earthen dam at Rotary Park, the Rio Grande becomes a very slow-moving river. Opportunities for flat water canoeing and stand up paddle boards exist if recreationists launch at Rotary Park, paddle upstream and return.

Tubing is the primary means of river floating in and through Truth or Consequences. Most tubers access the river at the Highway 51 bridge and float to Rotary Park. This float is approximately 4 miles in length and takes about 1.5 – 2 hours. Hard-shell boats (kayaks and canoes) either launch at the Paseo del Rio Campground or Highway 51 Bridge and float to Rotary Park or to a river access site just downstream of the Village of Williamsburg. A few adventurous canoeists and kayakers will make the day-long journey from Williamsburg to the Seco Creek access area at the mouth of Caballo Reservoir.

Very few hazards exist on the Rio Grande from the Paseo del Rio Campground river access site to Rotary Park, the stretch of the river where the majority of the floating occurs. Known hazards include the old and existing bridge pylons on Highway 51. There is a partially submerged hazard ~100 yards upstream of the NM 51 bridge; a metal piece that can damage inflatable watercraft. Two rock gardens downstream of the Paseo del Rio Campground river access (@ 1 mile and 1.65 miles) offer floaters a little adventure navigating through the rocks. The entire run, from Paseo del Rio Campground to Seco Creek, during the water release period, could be classified as swift water. The two rock gardens could be classified as easy Class One rapids.

Currently, about 250 people per week float the Rio Grande using the locally available commercial outfitter/concessionaire. According to local reliable sources, private floaters and tubers average 200-300 per week and some weekends can

generate 200 river users on a single day.

Local parks along the river corridor include the Paseo del Rio Campground, Ralph Edwards Park, Rotary Park, and Williamsburg Community Park.

The Paseo del Rio Campground site is ~½ mile downstream of Elephant Butte Dam and features river access and camping sites along the Rio Grande. The Elephant Butte Dam Site Historic District is at this location. It is managed by the Bureau of Reclamation (BOR) under a lease/ concession agreement.

Ralph Edwards Park is not currently accessible by watercraft or tubes. The park is an important community asset with park and playground equipment, fish pond, festivals and a weekly farmers market in the summer and fall, and a large parking area. The park is not directly accessible from the river.

Rotary Park features picnic shelters, hot springs discharge, wetlands, fishing access, and serves as a trailhead for the Healing Waters Trail which provides access to Veterans Hill and the Historic Bathhouse District. The park is directly accessible from the river.

Williamsburg Community Park features tennis and basketball courts, horseshoe pitching pits, and picnic shelters. The park is not directly accessible from the river.

River Access Site Recommendations and Visitor Use/Concerns

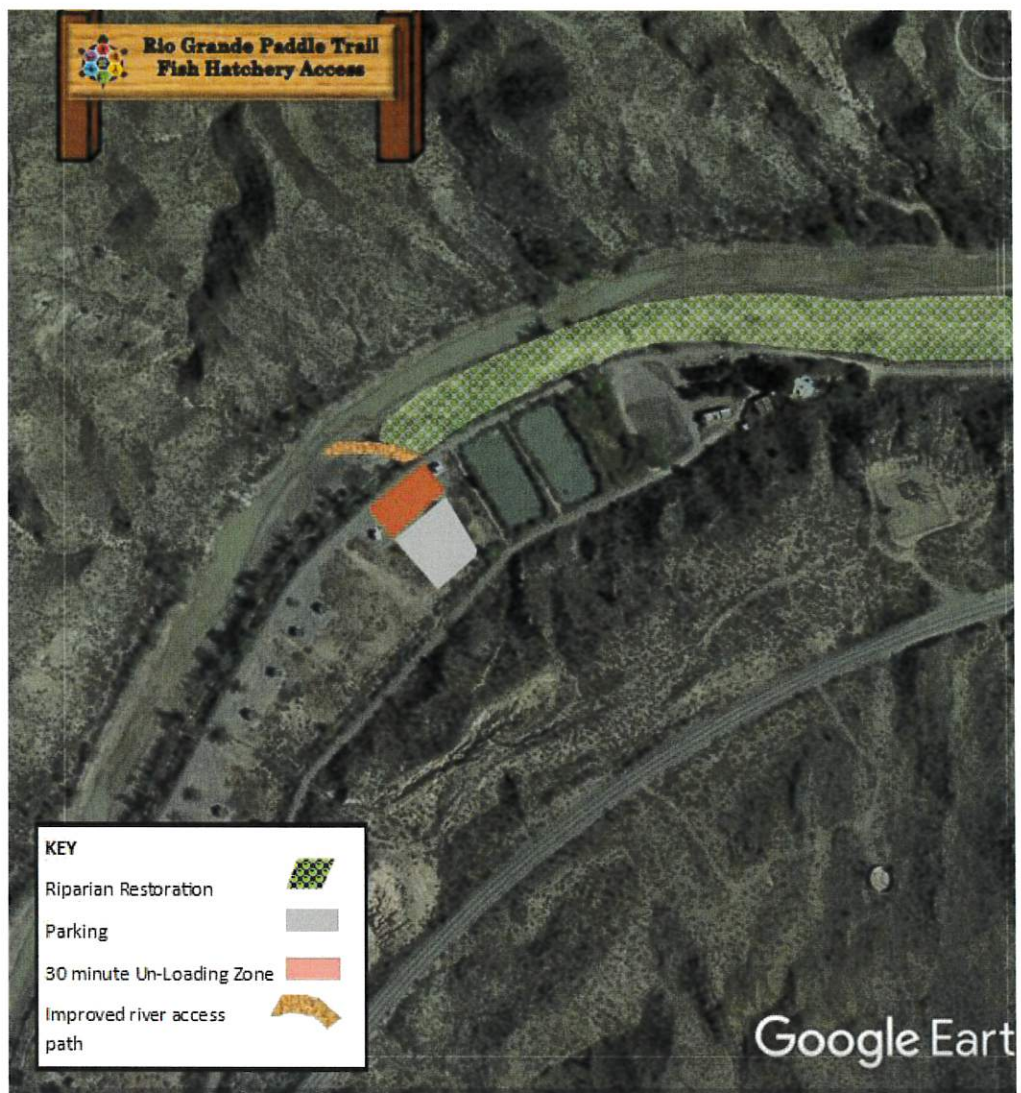
Paseo del Rio Campground River Access (+33°09.123', -107°12.231')

The Paseo del Rio Campground river access is predominantly used by Sierra County residents. Locals enjoy the gentle river bank slope to the river, allowing easy access for floating and fishing. This area offers 17 developed campsites with a fire ring, picnic table, and adobe shelter. It is a popular spot for fishing and swimming. Critical issues and concerns at this river access area include lack of informational and directional signage, poor flow management of vehicles, very poor road conditions, and congestion and crowding, especially during holiday weekends.

The Paseo del Rio Campground to NM 51 access





Specific Conditions Noted:

- There is no signage directing floaters from NM 51 to parking areas or from parking areas to river access spots.
- There is no signage for river users – ethics, duration, map, requirements, safety (pilings and bridges), hazards.
- The paved road ~½ mile long from NM 51 accesses the upper parking area near the old fish hatchery and can accommodate ~10 vehicles; there are two vault toilets at this site. The upper parking area is not organized – no parking spots. There are wooden steps and metal handrails leading down from the vault toilets to the river.
- Lower parking area just off NM 51 can accommodate ~15 vehicles and also has two vault toilets; many people hike a river trail between these two parking areas. It fills up fast when floaters leave vehicles at the lower lot.
- The road between upper and lower parking lots can wash out. The pavement is failing, and regular passenger cars may have trouble passing through.
- Dirt road ~¼ mile along the river that is crowded when people park vehicles and fish, especially on weekends and holidays.
- Vehicles often park in the riparian corridor, taking advantage of the shade canopy. Vehicles damage vegetation along the river's edge.
- The river access site is designed to minimize user conflicts; however,



the unimproved road can become crowded on weekends and holidays and impede traffic.

Key Recommendations

-  1. Install River Access Information Sign with maps showing hazards, river access locations, float distances and times, emergency numbers, rules and regulations and a community board.
-  2. Develop a long-term parking area and a separate 30-minute unloading zone. Loading Zone signage should educate floaters to prepare equipment prior to arriving at the loading zone.
-  3. Define pathway to riverbank
-  4. Protect and restore riparian areas, barricade vehicle access and parking.
5. Coordinate with Bureau of Reclamation concessionaire/permittee on improvements
6. Maintain a natural surface river access area.

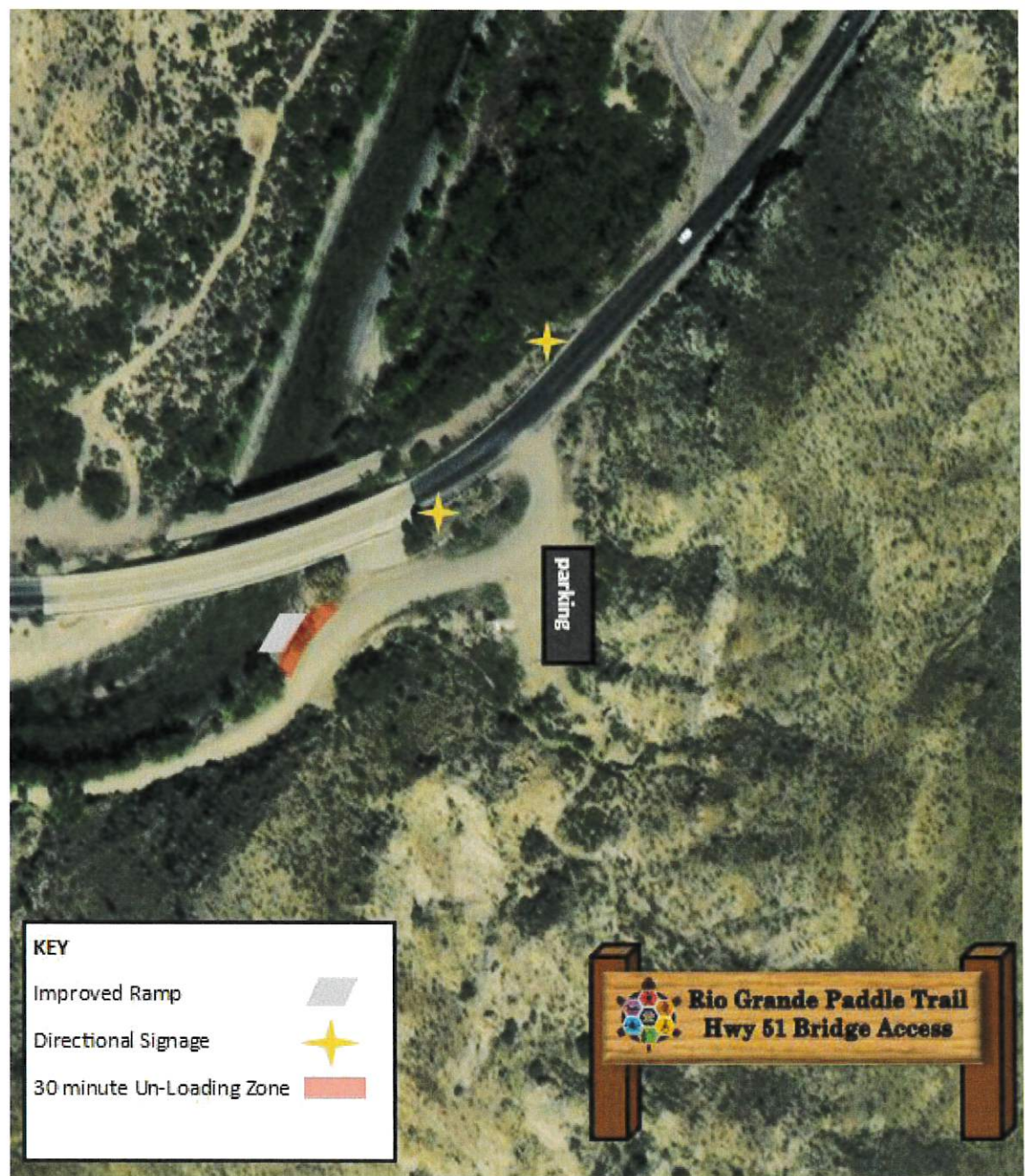
New Mexico Highway 51 Bridge River Access (+33°08.682', -107°12.550')

The NM 51 Bridge river access is very popular, especially with the local commercial floating business and residents. The area can become congested with vehicles and floaters, and parking can be an issue during weekends and holidays. The actual launch area is on a steep riverbank without steps or handrails. The riverbank just downstream is a popular place for people to fish. Critical issues and concerns at this launch area include a lack of informational and directional signage, insufficient parking, lack of garbage receptacles or toilets, and a river access site that increases risk of slips/trips/falls.

The Paseo del Rio Campground to NM 51 access

Specific Conditions Noted:

- There is no signage for river users – map, duration, requirements, ethics, hazards.
- Access the main parking area on Turtleback Avenue (dirt road) just off NM 51; the parking area can accommodate ~5-10 vehicles.
- Cars are frequently parked in the few shaded spots right beside the river access site, which causes congestion for other river users.
- Secondary parking area accesses trails to the south and can accommodate ~15 vehicles.
- No toilets or garbage receptacles.
- Main parking area gets very busy during weekends and holidays.
- Streambank launch is about 20' long, steep, gravelly, with no ramp/steps or handrails (people do fall climbing down the slope).
- Site can support existing recreational activities on weekdays, but is very congested on weekends and holidays, limiting recreational experience.
- Users experience waiting periods between float groups on busy days (launch etiquette would help – inflate tubes before getting to river put-in.)
- Site is next to a road and hillside; there are congestion conflicts with vehicles and floaters on busy days.



Key Recommendations



1. Install River Access Information Sign with maps showing hazards, river access locations, float distances and times, emergency numbers, rules and regulations and a community board.



2. Establish a long-term parking area away from the river access area.



3. Establish a 30-minute unloading zone adjacent to the ramp.



4. Construct a concrete ramp or steps to the river's edge. Install railings for user safety and as a conveyance to slide hardshell boats down to the river.



5. Construct toilet/changing facilities and drinking water fountains.

6. Information signage could inform visitors of overflow parking downriver on NM 51.

Mescal Canyon River Access PROPOSED (+33°08.947', -107°12.989')

A new river access at Mescal Canyon could alleviate crowding and congested conditions at the Hwy 51 Bridge river access area. It is ½ mile down river from the NM 51 Bridge and is located on a NM Department of Transportation right-of-way. This site could accommodate a launch, loading and unloading zone, water trail information signage, and some long-term parking. Sight distances along E. Third Ave (NM 51) appear favorable for vehicles entering or leaving the area. If launching from this site, floaters will still be able to experience the small rapid rock gardens.

Key Recommendations



1. Install River Access Information Sign with maps showing hazards, river access locations, float distances and times, emergency numbers, rules and regulations and a community board.



2. Establish a long-term parking area away from the launch area.



3. Establish a 30-minute unloading zone adjacent to the ramp.



4. Construct a concrete ramp or steps to rivers edge. Install railings for user safety and as a conveyance to slide hardshell boats down to the river.



5. Coordinate planning and site development with NM Department of Transportation.



Ralph Edwards River Access PROPOSED (33°07.379', -107°15.296')

A river access site at Ralph Edwards park would be a welcome amenity for the park. This launch area could primarily serve people interested in a short tubing float from Ralph Edwards to Rotary Park. If a 0.6 mile multi-use trail is developed connecting Rotary to Ralph Edwards, (see Part 2 of this chapter) then floaters could easily and safely walk back upriver and float the river section again.

Key Recommendations



1. Install River Access Information Sign with maps showing hazards, river access locations, float distances and times, emergency numbers, rules and regulations and a community board.



2. Establish a long-term parking area away from the launch area.



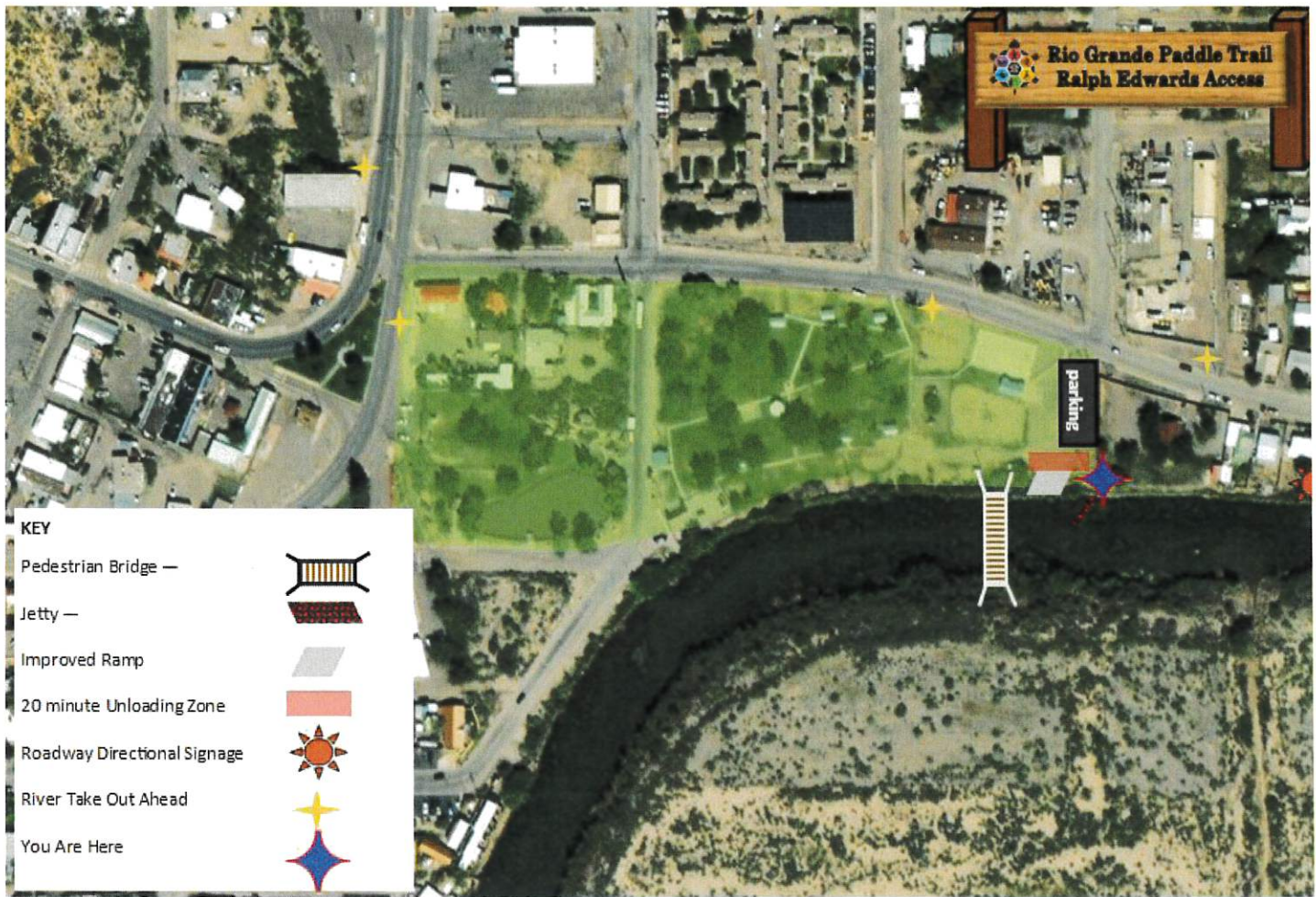
3. Establish a 30-minute unloading zone adjacent to the ramp.



4. Construct a concrete ramp or steps to rivers edge. Install railings for user safety and as a conveyance to slide hardshell boats down to the river.



5. Construct a rock jetty upstream of the ramp to create an eddy. The jetty would slow the water velocity near the bank, allowing for several floaters to enter or exit the river at one time.



Rotary Park River Access (+33°07.379', -107°15.296')

The Rotary Park take-out/launch area is used by the local commercial floating business as well as many private floaters. It has space for many vehicles, including vehicles with trailers. There are porta-potties, garbage receptacles, and covered picnic tables. There is no potable water. The primary take-out has steep, gravelly and muddy slopes that make launching and take-out difficult and potentially dangerous. The secondary take-out is upstream approximately 100 feet, and has crude stairs and a handrail. The parking area has potential to offer food truck and beverage services. Critical issues and concerns at this area include lack of informational and directional signage, and two launch/take-out areas that need improvements to reduce potential for slips/trips/falls.

Specific Conditions Noted:

- There is no signage for river users – map, duration, requirements, ethics, hazards.
- Two parking areas accessed via city streets that can accommodate ~40 vehicles.
- Primary take-out for floaters, including the local commercial float company.
- Primary take-out is ~20' long, steep, gravelly, with no ramp or handrails.
- Floating from Hatchery or NM 51 Bridge takes 1.5-2 hours, depending on CFS, and requires floaters to safely navigate two small sets of rapids (Class I).
- Float takes recreationists through T or C and near many homes and a couple of businesses; noise from floaters can be an issue to residents.
- Port-a-potties and a garbage dumpster at site along with a few covered picnic tables and barbecue grills.
- Secondary take-out near the picnic area has handrails and poorly maintained steps that are camouflaged by brush.
- Site is busy during weekends and holidays.
- Earthen dam is constructed annually and provides "unauthorized" access across the river for hikers and runners.
- Jurisdictional responsibility for this site and land ownership is in question.
- This area is a trailhead for the Healing Waters Trail.
- Site can support existing recreational activities, but take-out is small and congested, especially on weekends and holidays, limiting recreational experience.
- Steep, unimproved streambank decreases safe take-outs and launches, especially when CFS flows are lowered by BOR.
- First-time floaters risk missing the take-outs due to the small size of the first one



and brush at the main take-out.

- Wetlands conservation/restoration could significantly change park/parking function layout.

Key Recommendations



1. Install River Access Information Sign with maps showing hazards, river access locations, float distances and times, emergency numbers, rules and regulations and a community board.



2. Establish a long-term parking area away from the launch area.



3. Establish 30-minute un-loading zone adjacent to ramp



4. Construct a concrete ramp or steps to rivers edge. Install railings for user safety and as a conveyance to slide hardshell boats down to the river.



5. Construct a rock jetty upstream of the ramp to create an eddy. The jetty would slow the water velocity near the bank, allowing for several floaters to exit the river at one time.



6. Explore the possibility of installing an accessible boat launch for persons with disabilities. These specially designed floating docks allow persons with disabilities to climb in/on and launch their own boat. This launch design could provide river access opportunities year-round when flow is backed-up allowing out-and-back trips for stand up paddle boards, canoes and kayaks.

7. Construct toilet/changing facilities and drinking water fountains.

Williamsburg River Access (+33°06.347', -107°17.831')

River use is much lower from Rotary Park to Williamsburg and Seco Creek than on the section from the Fish Hatchery to Rotary Park. Hard-shell boats are preferred due to time and distance on the water. Prevailing southwest winds can add hours to the float times.

The Williamsburg take-out / river access area is 3/4 mile south of the S. Broadway and State Route 187 intersection. The area is currently being managed by the BOR; however, the Bureau is in discussions with Village of Williamsburg officials to transfer management responsibility to the Village. Village officials have expressed interest in developing an RV campground and other recreational amenities in the area.

Kayakers and canoeists would most likely use this site as a take-out for trips originating at the NM 51 launch site. Hardshell boaters floating to Seco Creek would likely launch from Rotary Park. The Williamsburg river access site is not envisioned as a primary launch location at this time.

Currently, the river access area is uninviting to recreational river users. Complaints of garbage and illegal dumping are mentioned and the riverbank is steep, often muddy, and covered in cow manure.

Specific Conditions Noted:

- No signage directing floaters.
- Parking area can accommodate ~10-15 vehicles.
- Take-outs/launches are either steep and gravelly or VERY muddy with high levels of bovine excrement .
- Floating from Hatchery or NM 51 Bridge takes 3-4 hours, depending on CFS, and requires floaters to safely navigate two small sets of rapids (Class I).
- Parking area is used by RV campers and BOR may develop a campsite in the future to be managed by the Village of Williamsburg.
- No toilets or garbage receptacles.
- BOR has jurisdictional responsibility for this site.
- Garbage is prevalent and the location is often used as an illegal dump site.



Key Recommendations



1. Install River Access Information Sign with maps showing hazards, river access locations, float distances and times, emergency numbers, rules and regulations and a community board.



2. Establish a long-term parking area away from the launch area.



3. Establish a 30-minute un-loading zone adjacent to the ramp.



4. The Village of Williamsburg should secure management responsibilities for this river access area.



5. Construct a hardened ramp to mitigate muddy conditions.

Caballo Reservoir – Seco Creek River Access (+32°59.045', -107°17.327')

A river access at Seco Creek just upriver of Caballo Reservoir would provide a quality day-long river experience for canoe or kayak enthusiasts. It would be a very long float for tubers due to prevailing winds from the south pushing against recreationists. The setting is more remote with no amenities. It is about 14 miles south of Rotary Park to the takeout, predominantly on NM 187. The site is popular for RVing, camping, and fishing.

Specific Conditions Noted:

- No signage directing floaters
- Parking area can accommodate ~20 vehicles and is used by RV campers.
- Take-out is on gentler stream bank slopes and easily accessible.
- Site is accessed by driving NM 187 then through a small community.
- Paddle float from Rotary Park launch takes 6-8 hours and typically done in a kayak or canoe; it takes significantly more time in tubes.
- Gravel access road is ~¾ mile long, poorly maintained, rutted, and has numerous pot holes
- The BOR has jurisdictional responsibility for this site.
- Take-out can support existing recreational activities, but poor condition of gravel road limits the type of vehicles accessing it.
- The river access site is difficult to find if water levels are high.

Key Recommendations

1. Establish a shuttle parking area away from the river access area.
2. Establish a boat loading zone, so vehicles and RV's don't block access to the riverbank.
3. Post signs up-river informing boaters that the river access site is up ahead.
4. Maintain a natural surface take-out area.
5. Install a tall flagpole at the take-out so boaters can navigate to the site during high water levels.

KEY

30 minute Loading Zone



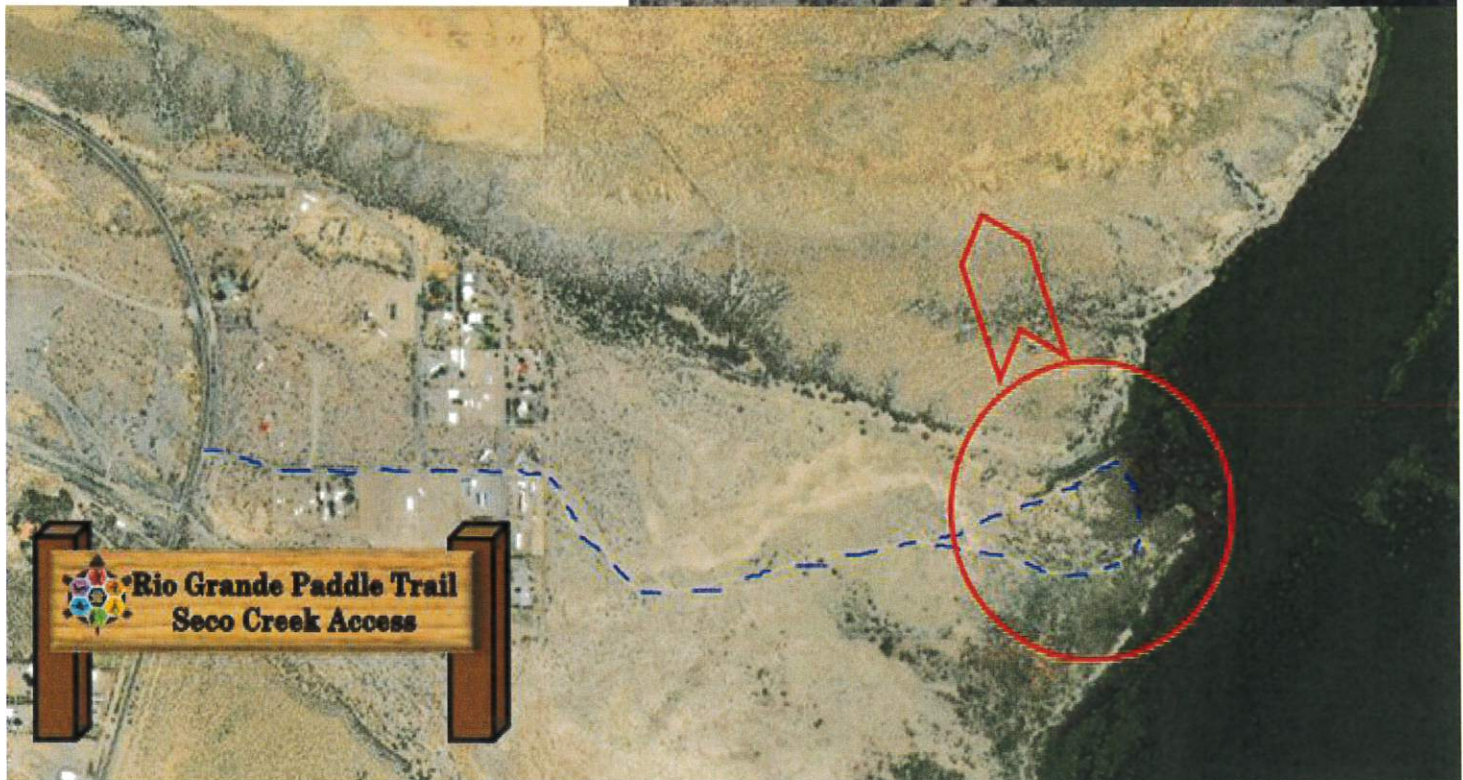
Roadway Directional Signage



River Take Out Ahead Sign



You Are Here Sign



Ramp Designs

Considerations for using a ramp or steps to the river's edge depends on slope length and steepness. Excessively steep and long slopes could benefit from steps leading down to a flatter launch area. Concrete ramps with safety railings may be appropriate for most of the river access areas between Fish Hatchery and Williamsburg. Please see Appendix D for details of different ramp designs and their advantages and disadvantages.

Signage and Wayfinding

Signage should help the public find the river access sites, understand any risks involved in river floating, and spell out rules and regulations to provide enhanced visitor experiences and reduce/manage risk for paddle trail users.

Turtleback Trails Branding and Logo

The Turtleback Trails logo helps communicate the diversity of the trails system – land and water trails, and the variety of recreational experiences available to everyone. The logo idea emerged from our local mountain namesake.

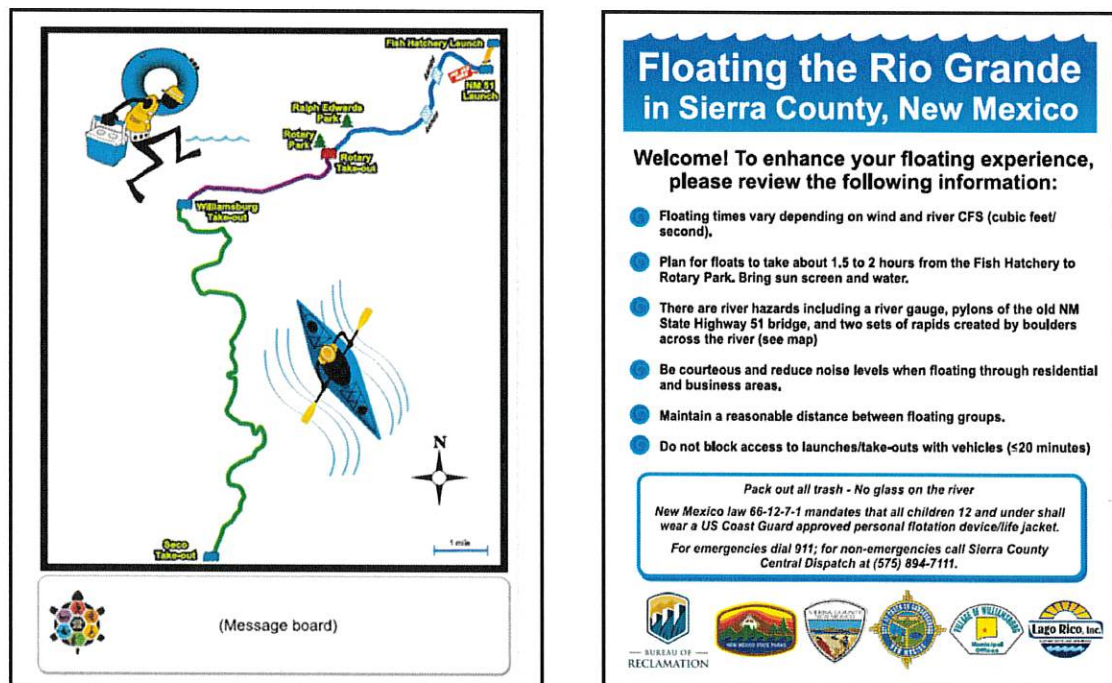
Using this logo on all signage related to the Turtleback Trails Network helps establish a strong long-term ownable identity. The logo works as a system and it provides an easily recognizable brand that serves as an identifier marker throughout the trails system. The logo will create visual continuity and clarity and improve the trail user and river floater experiences through clear wayfinding.



This logo should be utilized on roadway directional signs, at river access sites signage, at trailhead signage and on trail marker signage. It should also appear in print publications and electronic media.

River Access Site Kiosk

The most important information about the Rio Grande Paddle Trail should be displayed on a kiosk at each river access site. The kiosk should contain a river map pointing out float times and distances, hazards, publicly accessible sites (since much of the river corridor is private), rules and regulations governing floating activities, and a message board for public use. The river access working group prepared these kiosk concepts for further consideration.



Graphics credit to Dustin Runyan)

Directional Signage

Visitors to T or C and Williamsburg should be able to get to the Rio Grande access points easily. Directional signage throughout main roadway arterials and residential areas are necessary. Signage could be simple, following the Manual on Uniform Traffic Control Devices (MUTCD) – with brown background color for guide and information signs related to points of recreational or cultural interest.



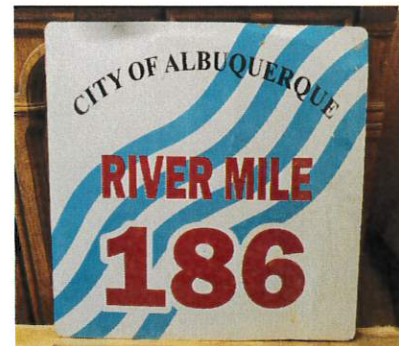
Location Signage

Each river access site will become an important amenity in the community. A stand alone "gateway" sign would help define the spaces as important community areas.



River Mileage Signage

First responders indicated that the placement of river mileage signs would help river recreationists to be aware of their locations in case of emergency. The signs should be visible from the river.



"Take Out Ahead" Signage

River floaters indicated that the take-outs can "sneak up" on them because there are no indicators the take-out is ahead. If the Rio Grande water levels are up, preparing to exit the river becomes even more difficult. Floaters need to be alerted that a public river access site is ahead. A "River Take Out Ahead" sign should be installed 100 yards before each take-out.

Rotary Park
River Access
100 Yards Ahead on

Wayfinding Concepts

Key wayfinding principles include:

- **Connect Places.** Facilitate travel between destinations and provide guidance to new destinations.
- **Keep Information Simple.** Present information simply, using clear fonts and simple designs, so that it can be understood quickly.
- **Maintain Motion.** Be legible and visible for people moving so that they can read the signage without stopping.
- **Be Predictable.** Standardize the placement and design of signs so that patterns are established, and the signage becomes predictable.
- **Promote Active Travel.** Encourage increased rates of active transportation by helping people to realize they can use the bikeway and pedestrian network to access the places they want to go.

River Management

Several unique river experiences are possible on the Rio Grande from the Fish Hatchery to Seco Creek. Marketing these different experiences will help visitors and residents understand which segment they should float. Established use patterns should be maintained so all river users can enjoy their experience.

The Fish Hatchery segment caters to families playing in the river shallows and very short tubing runs. The adjacent campground helps establish a family-friendly atmosphere at this location.

The Hwy 51 to Rotary Park segment has become the high use zone, favored by almost everyone who floats. It features the only "riffles" on the river, and can be floated in 1.5-2 hours, it's an easy shuttle and doable after work. River managers will likely have to address some emerging trends on this section including: excessive noise from portable speakers, river crowding, and occasional motorized watercraft. Potential strategies to address these problems could be: enforcing the municipal noise ordinance at specific times of day, like 4-8pm when residents may want to enjoy the river views from their properties; establishing launch times during busy weekends or holidays, and prohibiting motorized watercraft during the short tubing season in this segment.



The City of T or C and the Bureau of Reclamation should also develop a plan of action in the event several liveries or tube rental operations begin competing for launch times and staging areas for launch and take-outs. Depending on the success of the paddle trail and predictable water levels, a permit system may be necessary in the future.

The Rotary Park to Seco Creek segment experiences low to moderate use.

Part 2: Trails and Pedestrian Footbridges

The trails and pedestrian footbridges component include three trail segments and at least two pedestrian footbridges crossing the Rio Grande to access the trail segments. Trail segments are: a riverside multi-use path from Rotary Park to the Village of Williamsburg community park; a riverside multi-use path from Rotary Park to Ralph Edwards Park; and a 26+ mile trail network on Bureau of Land Management lands using existing routes and roads. All of the trail segments are across the Rio Grande from T or C and Williamsburg.

Very rough estimated costs are \$500,000 for each bridge including engineering, prefabricated bridge purchase and installation. Trail construction and materials for two trail segments could range from \$150-200,000 dollars with a stabilized crusher-fines surface. Trail improvement costs for BLM land trails would primarily be focused towards informational and directional signage at trail junctions and intersections.

Key Issues Heard Around Town

- Maintenance/vandalism/trash
- Private land - need signage to inform trail users
- Archaeological site adjacent to the planned trail needs to be protected
- Handicap accessibility - possibly construct an accessible pier at either Ralph Edwards or Rotary, accessible river launch sites, and consider accessibility in trail construction
- Private land easement to access County Road A005
- Maintenance of County Road A005 - currently has some portions maintained by the City of T or C and other portions maintained by Sierra County
- Trail user conflicts - manage potential conflicts between runners/bikers/hikers/dogs and wildlife
- Trail development - need to coordinate with BLM and BOR in their prescribed planning processes for developing trails
- Bureau of Reclamation easements - need to coordinate with BOR on any trail work/footbridge construction that would impact the flow capacity of the river channel

Components of the Trail Network

Rio Grande Trail Extension from the Fish Hatchery to Williamsburg

This project envisions an opportunity to extend the Rio Grande Trail in Sierra County by an additional ten miles. From the Fish Hatchery site off of NM Highway 51, a hiker could cross the road to access Turtleback Avenue (A005), a dirt road utilized by the Bureau of Reclamation and locals, to travel approximately four miles through federal and private land to a point just across the river from Rotary Park.

From Rotary Park, a BOR access road follows the riverbank for approximately a mile before turning left away from the river to higher ground. Here, due to the topology of the riverbank area, there are three options for establishment of a hiking trail. The river channel is below 4240' elevation, and for much of the study area, a wide swath of low terrain is also below this elevation.

Option 1: Lower Bench

This stretch of land, which some residents call "the flats," stays below 4240'. There is an existing dirt/sand road that follows the riverbank closely (within 100') for most of the study area.

The width of the lower bench varies within the study area from less than 50' (especially at roughly 33.112694, -107.276500, "the chokepoint") to almost a mile in the deep bend just past Williamsburg. Trail construction through the chokepoint could be technically challenging and prone to weather damage due to the erosion-vulnerable steep hillside. The area can become muddy during rains.

A trail that closely followed the riverbank would offer some shade, ample wildlife viewing, and fishing opportunities.

Option 2: Upper Bench

What some residents call "the mesa", the upper bench rises rather abruptly from the lower bench in most of the study area.

There are established dirt/sand roads that a trail could parallel. A trail that roughly followed the edge of the Upper Bench would feature commanding views of the river.

However, federal officials have cautioned against new trails on the mesa due to the existence of nearby fragile cultural sites.

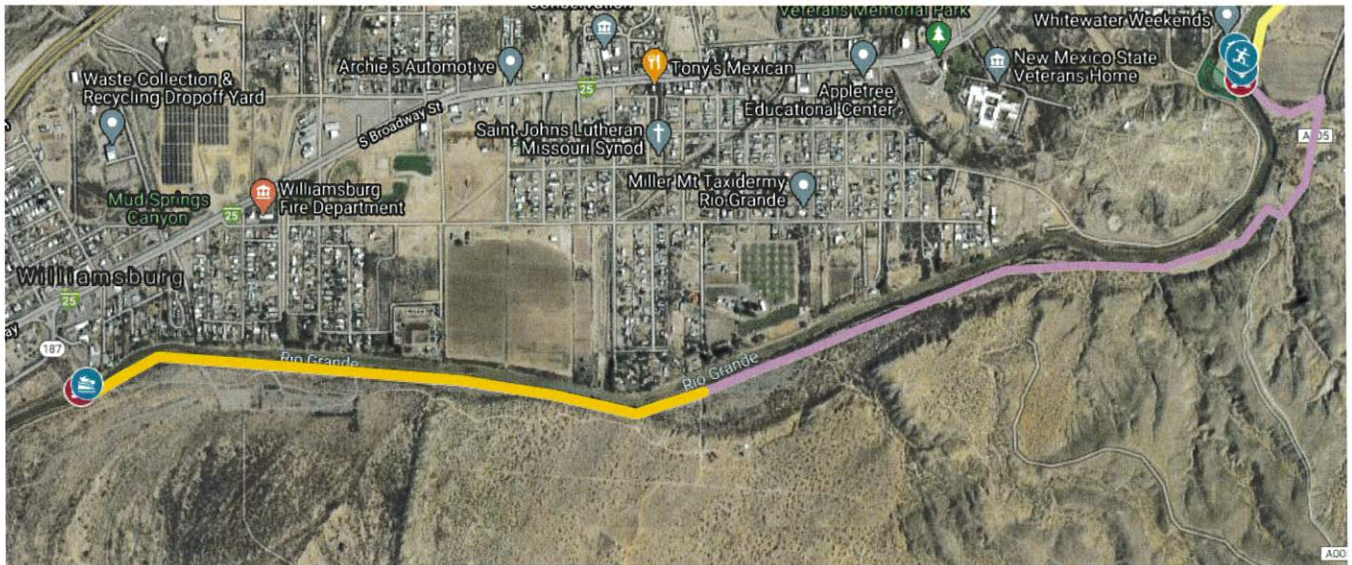
Option 3: Combination of Lower and Upper

A compromise alignment could begin and end on the Lower Bench, running parallel to the established dirt roads near the riverbank, only ascending to the Upper Bench for a few hundred yards above the chokepoint.

Recommended Route

The trails working group developed a trail alternative evaluation criteria based on User Experience, Aesthetics, Ease of Implementation, User Accomodation, and Cultural/Historical. Based on these criteria, the lower bench is the preferred alternative. Please see Appendix E for the full Trail Scoring chart and criteria.

It will require some creative engineering to develop a trail or boardwalk through the salt cedar thicket. However, overcoming some construction hurdles will result in a consistent riverbank course that has more shade and is more accessible to a broader range of non-motorized traffic, while avoiding risk of disturbing fragile cultural sites.



Existing dirt road New trail construction





 Proposed riverside trail to Williamsburg

Key Recommendations



- Coordinate with Sierra County and City of T or C to designate Turtleback Road (AOO5) as a Rio Grande Trail alignment. Work with appropriate local entities to recognize foot traffic on the road and allow for Rio Grande Trail signage.



- Develop a 1.2 mile multi-use pathway between Williamsburg and the intersection with Turtleback Road as it turns South. Construct the non-motorized pathway to 6-8 foot wide standards, accessible by foot, bicycle, or wheeled mobility device. Install barricades to prevent unauthorized motorized use.



- Install informational, educational and river stewardship signage along the route. (See Conservation section for signage recommendations).



- Install trail amenities such as shade structures and benches.



- Determine organization or agency responsible for trail management and operations

Riverside Trail from Rotary Park to Ralph Edwards Park

Truth or Consequences has two public parks on the banks of the Rio Grande that are less than a mile apart. While the city side of the river is already populated by private residences, the east/south side is platted for future development and currently in a natural state. A recreation easement will provide up to a 100-foot wide buffer zone for the creation of an ADA-accessible footpath along the shady banks of the Rio Grande. This pathway would provide a much needed amenity in the City, providing access to nature and offering health benefits to all residents and visitors.

Any public trail development on private land will be established through voluntary agreements between private landowners and a trail administrator/manager. The Turtleback Trails Network will not entertain condemnation or eminent domain to secure any trails rights-of-way.

Key Recommendations



- The City of T or C should work with Rio Vista Land Holdings (or subsequent owners) to secure a recreational trail easement so it can legally fund, build, and help maintain a riverside trail.



- Develop a 6-8 foot wide universally accessible pathway connected by two pedestrian bridges (one at Rotary Park and one at Ralph Edwards Park). The 0.6 mile long trail surface should be firm and stable, and should be able to withstand overbank flooding.



- Assure that private property owners on the east/south side of Rio Grande have secured legal access to the trail at strategically located access points. (Individual property owners should not have personal access to the trail from their property as this causes trail management problems).



- Develop a trail management agreement with Rio Vista Land Holdings (or subsequent owners).



- Encourage riverbank conservation to protect riverbanks.

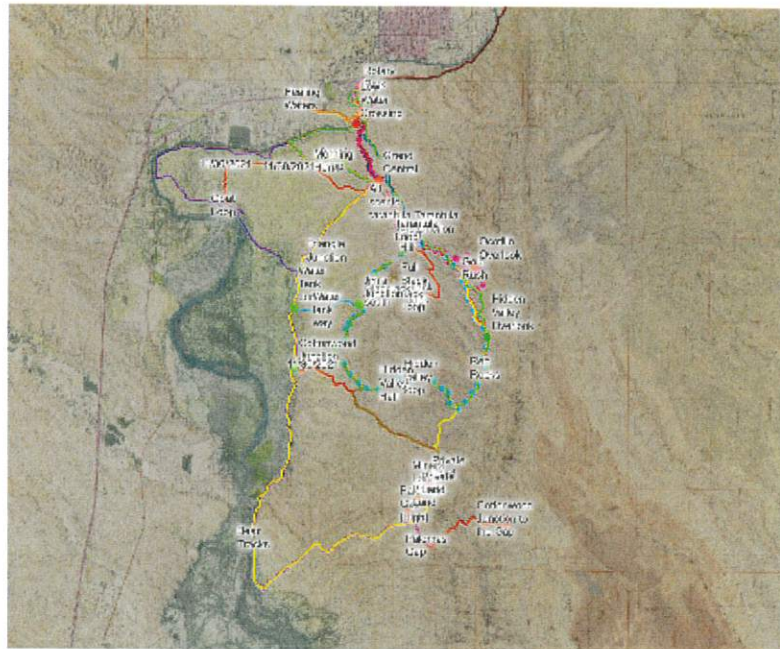
BLM Trails Network

Old mining and 4WD trails currently form a network of rugged mountain trails throughout the public lands between the Rio Grande and Turtleback Mountain.

These trails are currently used by hikers, runners, mountain bikers, and OHV enthusiasts. Establishing some of the network as official BLM trails, suitable for certain types of use, would reduce user conflicts, protect delicate ecosystems, and create an enhanced recreational amenity for Sierra County.

Existing conditions:

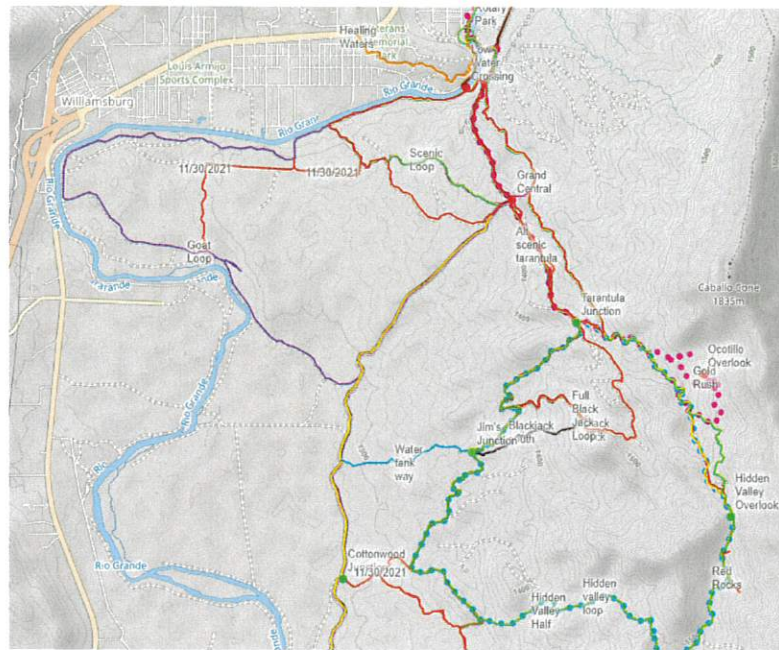
- Some of the trails are graded dirt roadways, maintained by Sierra County, BLM, and/or BOR and suitable for most vehicle traffic.
- Some are rocky and/or sandy, requiring a 4WD vehicle.
- Doubletrack: Many are rugged, rocky, sandy, and/or steep, accessible for experienced OHV drivers in small, high-clearance 4WD vehicles, but perhaps not sustainable.



The Caltopo map (<https://caltopo.com/m/22DF>) showing recent recreational uses.

Designating and integrating any new trails into the BLM Tri-County plan will require review (see Chapter 8), though some of this has already been done. In October 2021 and October 2022, local organizers received a BLM permit to conduct a trail running race, the Truth or Consequences Desert Ultra (www.runforc.com), which involved a review of any sensitive ecological or archeological sites.

The primary access route to get to the trails on the south/southwest slopes of Caballo Cone is Turtleback Avenue (County Road A005). The road ascends from the Rio Grande up to a junction some locals refer to as "Grand Central" (see map below). The improved gravel roadway turns southwest here, descending back to the low river valley and becoming sandy in places. A brief accounting of the various roads and trails follows the map:



Roads and trails on BLM/BOR land:

- **Tarantula Loop:** The loop created by ascending Turtleback Avenue past Grand Central, up a very steep jeep trail to Tarantula Junction, and then dropping into the arroyo that parallels the main trail to return to the Rotary Park area. A confident driver in a 4WD vehicle could drive to Tarantula Junction, but much of the arroyo is too sandy and rugged for highway vehicles. This loop, at about 4 miles total, is frequently used by trail runners.
- **Scenic Loop:** The loop created by following the river west from Rotary Park, turning left in and ascending an arroyo shortly past the cattle gate, and following a jeep trail up to Turtleback Avenue at Grand Central. A variation on the loop ascends a very rocky jeep trail to a junction with Turtleback Avenue just downhill from the primary loop. A confident driver in a 4WD vehicle could drive this.

There are some very sandy and steep rocky areas.

- **Goat Loop:** This refers to sandy/muddy ranch roads that track the Rio Grande downstream from the vicinity of Rotary Park before turning back towards Turtleback Avenue.
- **Blackjack Loop:** A roughly 4-mile loop of steep and rugged jeep trail beginning and ending at Tarantula Junction. It passes the historic Blackjack mine. A variation turns south at the mine site to descend a rugged jeep trail.
- **Gold Rush Loop:** After ascending the sandy arroyo southeast of Tarantula Junction for less than a mile, a spur to the east leads up a steep and narrow trail to the historic Gold Rush mine, and then levels out and follows an old railroad presumably used for mining carts. This part of the trail is not suitable for any vehicle traffic.
- **Hidden Valley Loop:** A roughly 8-mile loop beginning and ending at Tarantula Junction. After ascending the sandy arroyo southeast of Tarantula Junction for approximately two miles, this rugged jeep track reaches Hidden Valley Overlook, with long views to the Caballo Mountains and Caballo Reservoir. The trail becomes more rugged as it descends into the arroyo on the other side, only suitable for hikers and experienced OHV drivers. In less than a mile, the loop ascends west/northwest to a ridge before dropping back to Miner's Lane, though continuing down the arroyo is also possible for hikers interested in experiencing a slot canyon with several four-foot drops and connecting to the jeep trail leading to Palomas Gap.

Key Recommendations



- The City of Truth or Consequences should work with the Las Cruces District Office of the BLM to include the recreation opportunities and proposed pathways described in this document in the BLM's TriCounty Resource Management Plan and subsequent travel management planning.



- The City and County should formally adopt the recommendations described in Chapter 5: Visitor Safety.



- The City should ensure that the outdoor recreation opportunities and pathways described in this document are included in any relevant regional marketing projects.



- Local trail users (non-motorized and motorized) should collaborate on creating trail experiences without adversely affecting trail user goals. This would involve



evaluating trail segments for sustainability and user experience and presenting concepts to the Bureau of Land Management.

- In coordination with BLM, determine if temporary trail directional signage could be installed to improve the visitor experience.

Footbridges

To access the other side of the Rio Grande from Truth or Consequences, the current options are:

1. Drive approximately 4 miles northeast on NM 51 to the vehicle bridge, and then turn right on Turtleback Avenue and follow the road along the other side of the river (driving from Rotary Park to the point directly across the river is approximately 8 miles).
2. Pedestrians may cross the BOR rock dam at Rotary Park while it's in place in the winter. The dam is neither designed nor intended for pedestrian use, and passage can be treacherous, involving stepping on unstable rocks with water rushing past.
3. While the rock dam is in place, enterprising pedestrians may wade across and higher-clearance vehicles can drive across the low water crossing approximately 200 yards downstream from Rotary Park.

Footbridge Locations

The Steering Committee envisions up to four pedestrian crossings between Elephant Butte Dam and Williamsburg. The most important crossings are at Rotary Park and the Village of Williamsburg.

1. Rotary Park: A bridge at Rotary Park is the core of the system and the highest priority. The site offers ample parking, regular visitation by locals and tourists, and is within easy walking distance of the downtown business district and many residences, hotels, and vacation rentals. A bridge here would also allow Rio Grande Trail users to cross the river in order to access amenities in T or C.
2. Ralph Edwards Park: Several plans identify a vehicular bridge crossing near this park. A pedestrian walkway should be incorporated into the bridge design.
3. Williamsburg: The preferred Williamsburg bridge and river access location



is near the VFW post, which could provide necessary parking. There is a private lot south of the VFW property which the Village would need to negotiate for a recreational easement or purchase the lot.

4. Paseo del Rio Campground (fish hatchery): The campground is managed by the Bureau of Reclamation and concessionaire or permittee operations are being explored. Potential concessionaires have considered a pedestrian bridge here to allow campers and day users to hike to the dirt dam and for Rio Grande Trail hikers to cross the river into the Paseo Del Rio Campground and continue hiking along Turtleback Road. Another possibility is utilizing the old Hwy 51 bridge structure as a pedestrian crossing and constructing a river-side trail on the opposite side of the campground.

Design Recommendations

The bridge at Rotary Park offers an opportunity to meet several goals with one comprehensive design, including:

- Fishing Access: New Mexico Department of Game and Fish stocks the river with trout, drawing regional anglers.
- Emergency Services: A removable bollard could provide access to emergency vehicles.
- Floating Access: The current riverbank is brushy, steep, and muddy. See the Rotary Park river access section earlier in this chapter for details.
- Dam Operation: At the end of the irrigation season, BOR technicians construct a rock/dirt dam at Rotary Park to maintain hydrostatic pressure in the Hot Springs District, and then remove it in the spring. A mechanical/hydraulic dam structure would provide BOR operators a permanent option for controlling the river's flow at a much lower cost going forward. The pedestrian bridge crossing and permanent dam construction could be consolidated into one project sharing some engineering and design features.

The Steering Committee recommends the bridges:

- Visually resemble one another, even if they are built in sequence over a period of years.
- Are informed by the U.S. Fish & Wildlife Service migratory bird research in order

to minimize harm to any endangered species (see Part 3 of this chapter).

- Are ADA-accessible.
- Prevent livestock from crossing.
- Provide ample clearance for tubes and kayaks and other river-legal & appropriate vessels, including law enforcement/emergency services watercraft.
- Allow for unimpeded BOR river channel maintenance operations.
- Structures support nesting opportunities for swallow species using the river corridor



Barn Swallows adapting to portico structure designed to support nest building.

See also: Appendix F: Pedestrian Bridge Resources

Part 3: Rotary Park

Wetlands Restoration

An oxbow of the Rio Grande toward the south end of Rotary Park created a small wetland ecosystem. Many previous community planning efforts have identified opportunities to enhance the wetlands at Rotary Park. Strong community support exists for improvements in pedestrian and vehicle traffic flow, river access, and wetlands restoration.

Currently, the site only receives water when the flows of the river are high enough that in-flows occur into the lower portion of the wetland. The goal is to restore the wetland to closely mimic its original design as part of an oxbow of the Rio Grande and to provide water to the wetland area on a year-round basis.

Excess hot mineral water from hot springs spas is discharged into the Rio Grande through a ditch system that enters the river at the north end of Rotary Park. Installation of a "check-gate" in that ditch system would divert that water on an as-needed basis into an existing dirt ditch that runs along the west side of Rotary Park. That ditch leads directly into the north end of the wetland. In addition, excess sediment buildup in the wetlands, along with an influx of cattails, would be removed, allowing water into the wetlands when the Rio Grande is in full flow. The planting of native shrubs and trees would encourage more wildlife, especially birds and bird nesting.

Rotary Park Redesign

In 2009, the City of T or C conducted a workshop in coordination with the U.S. Fish and Wildlife Service. These goals emerged from that workshop:

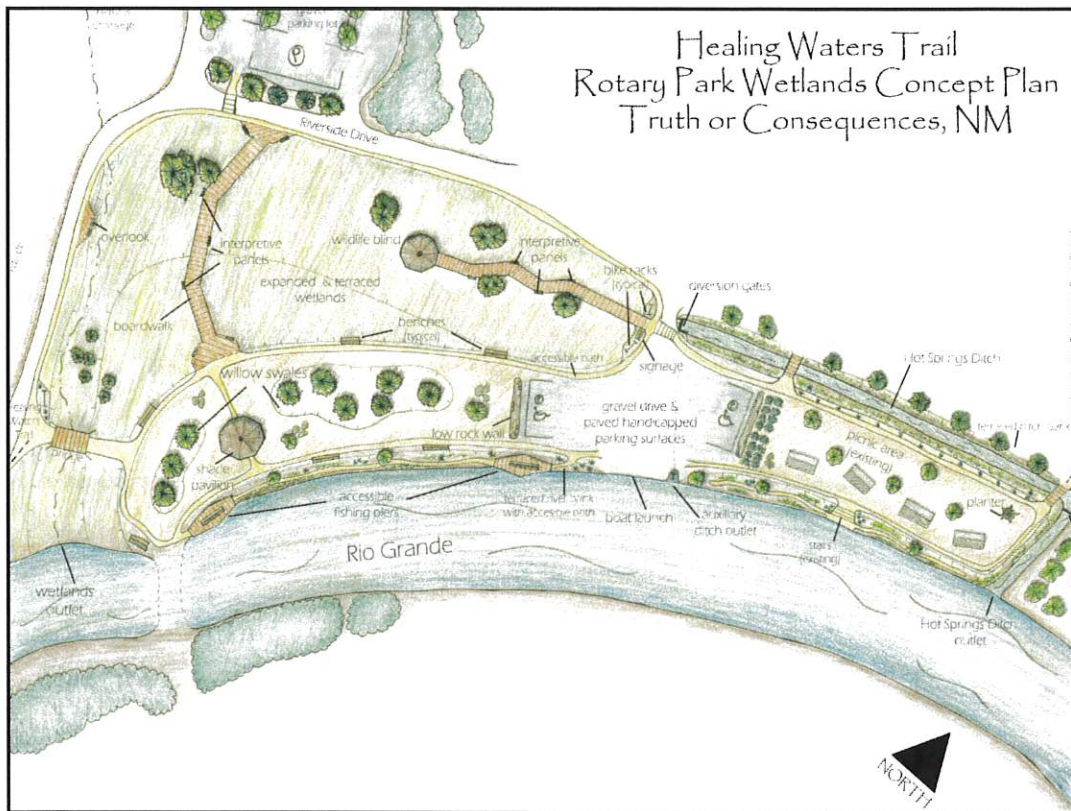
- Expand Rotary Park to better conserve the hot springs wetlands.
- Improve access for and reduce conflicts between pedestrians and vehicles.
- Enhance comfort for park visitors and trail users.
- Create an educational experience for park visitors and trail users.
- Provide for multiple park and trail uses, creating a broadly appealing destination along the Healing Waters Trail.

- Provide connectivity between the Downtown and the Carrie Tingley Mesa segments of the Healing Waters Trail, and connect to the Rio Grande Trail.
- Promote park cleanliness.

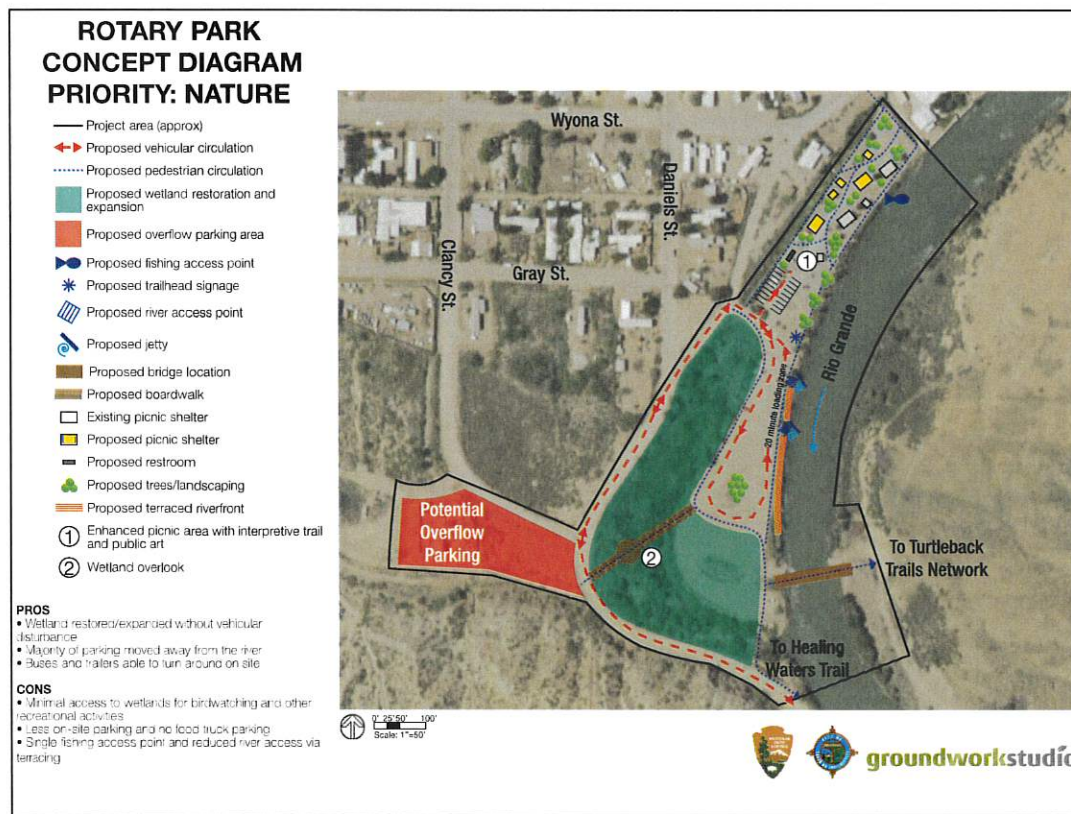
As part of the Healing Waters Trail: A Cultural Landscapes Approach to Planning a Semi-Urban Trail System, Truth or Consequences, New Mexico (2009) plan, a concept sketch of improvements to Rotary Park wetlands was developed. All the goals stated above were incorporated into the park concept drawings. Some highlights including terracing the riverbanks to permit overbank flooding, boardwalk into the wetlands, transformation of the hardpacked "parking area" into vegetated swales and expanded wetlands.

In 2021, Turtleback Trails project partners sponsored another Rotary Park wetlands workshop to see if new ideas had emerged since the last workshop. Workshop participants, with little knowledge of the earlier concept sketch, reaffirmed the same ideas. Themes common to all concepts include better pedestrian flow and access, river bank terrace with pathways, river access sites, and expanded wetlands.

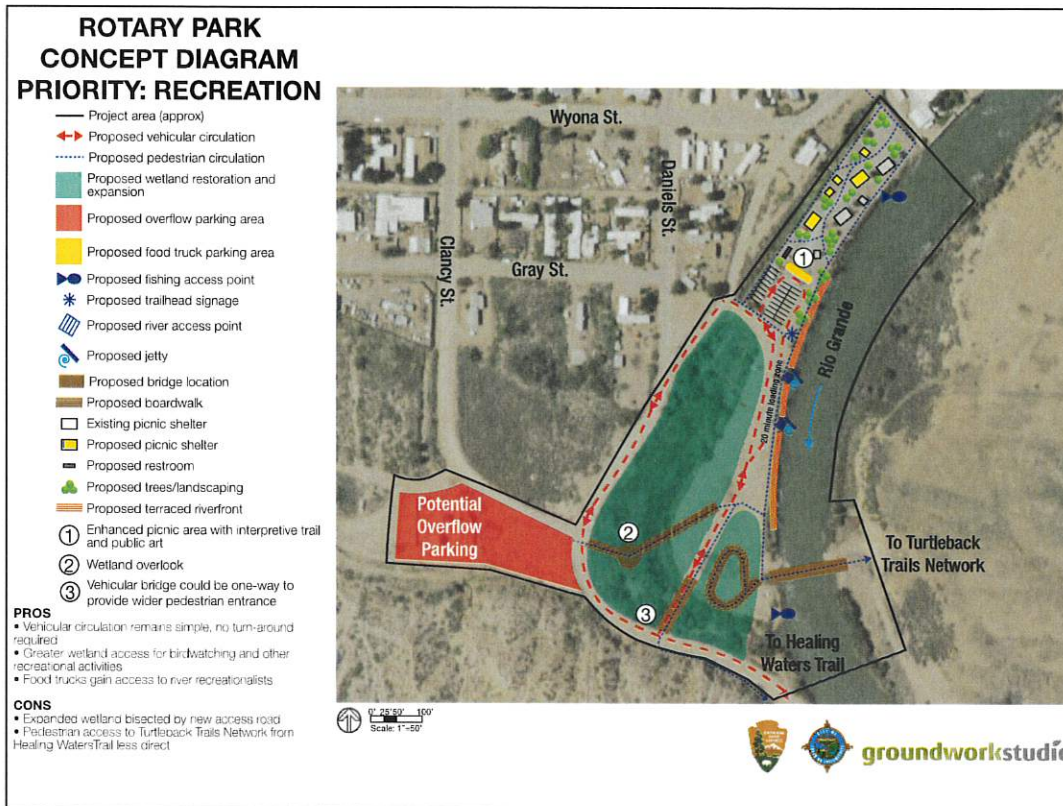
The main difference between the concepts is vehicle flow. The Recreation concept explores the idea of constructing a one-lane vehicle bridge across the wetlands outflow to create controlled vehicle movement, particularly for tubing concessionaires. The Nature concept provides a loop turn-around area, and the 2009 concept eliminates all vehicles from the wetlands area.



Rotary Park Wetlands Concept (2009)



Rotary Park Wetlands Concept Nature (2021)



Rotary Park Wetlands Recreation (2021)

Key Recommendations



- The City of T or C and the Bureau of Reclamation should clarify land ownership issues at the wetlands area. Currently, each entity believes the other is the legal landowner.



- City leaders should adopt a final concept plan for Rotary Park wetlands and pursue funding to develop a master plan with construction and engineering drawings.



06 River Corridor Conservation — and Education

Key Issues

- Vehicle flow in wetland area
- Invasive plant species
- Slash piles
- Impact of footbridges on bird species - U.S. Fish and Wildlife Service should be consulted in the planning of footbridges
- Determine which entities own which portions of land within/around Rotary Park

Background

The conservation of this portion of the Rio Grande has been an important part of the legacy of this community. Prior to the construction of the Elephant Butte Dam, much of the area known as Hot Springs was marshland and swamps. The river was wide and meandered through the area. Construction on the Elephant Butte Dam was completed in 1916 as part of the Rio Grande Project. An international treaty with Mexico in 1906 pledged the delivery of 60,000-acre feet of water to Mexico annually, along with water to Texas. To meet the obligations of that agreement, the Bureau of Reclamation (BOR) channeled the Rio Grande for approximately seven miles and must maintain the ability to have a water flow of 5000 cubic feet per second (CFS). Meeting the BOR requirements also creates restrictions on other uses of that portion of the Rio Grande.

Previous efforts of local citizens resulted in the development of a Rio Grande Corridor Task Force Plan, which outlined possible projects along the Rio Grande from Elephant Butte Dam to Williamsburg. The proposed projects included a horse trail from Williamsburg to the Caballo dam, development of a system of trails along the river, designation of a Quality Trout Waters section of the river, and establishment

of a handicap-accessible pier for fishing near Rotary Park in T or C.

Some of those goals were achieved. A horse trail was designated, and signs put in place from the Honda Arroyo to near the Caballo RV park. In 2008 a group of locals developed and constructed the Healing Waters Trail, a three-mile loop trail through the City of T or C. The trail highlights some of the historic buildings within the loop with plaques, and there are interpretive panels along the hillside, along with picnic tables and resting spots. One of the main focuses of the Healing Waters Trail is the continued development of Rotary Park for recreational use and restoration of the wetlands at the south end of the park.

Natural Resources and Concerns

Invasives

The early 1950s saw the influx of non-native plant species, many of which were introduced to help with soil erosion, namely tamarisk (commonly known as salt cedar). This plant has become highly invasive along waterways and began crowding out the native plant community. It also uses considerably more water than native plants. Additionally, salt cedar is a highly flammable plant and its influx within the river ecosystem has created a hazard for wildland fire.

Other non-native invasive plants identified by the NM Department of Agriculture as highest priority for removal include Perennial Pepper Weed, Arundo, Russian Knapweed, Russian Olive, and Tree of Heaven.

Over the years, the Sierra Soil and Water Conservation District (SWCD) has worked with several state and federal groups on various projects for the treatment/removal of salt cedar. Collaborators on these projects include the BOR, the U.S. Forest Service Collaborative Forest Restoration Program, and the New Mexico Association of Counties Hazardous Fuel Mitigation Program. Various methods have been used in these restoration efforts: pole plantings, deep root plantings, and seeding. Two notable demonstration projects, treating plots of 55 acres and 41.5 acres, have had some degree of success. Treatment and removal of salt cedar and other invasive plants will continue to be an issue along the stretch of the Rio Grande from Elephant Butte Dam to Williamsburg.

There are a variety of ways to treat some of the other invasive plants to help control their growth, but the most effective method is through the use of herbicide application. The Sierra SWCD has an active weed control program and treats invasive plants with a federally approved herbicide which is applied by a certified herbicide applicator.

Wildlife Habitat

From records and visitor reports, there are a number of wildlife species that currently inhabit the area, including:

- **Mammals:** mule deer, racoons, beavers, grey foxes, and skunks (hooded and striped)
- **Birds:** quail, swallows, vermilion flycatchers, kingfishers, turkey vultures, red-tailed hawks, Swainsons hawks, Coopers hawks, bald eagles, golden eagles, mallards, northern pintails, Mexican ducks, gadwalls, American wigeons, blue-winged teals, green-winged teals, cinnamon teals, great blue herons, coots, sandhill cranes, and snow geese
- **Amphibians:** spadefoot toads and bullfrogs (non-native)
- **Fish:** catfish, bluegill, trout, crawfish, and suckers

Flyway

The Rio Grande is the central flyway corridor for a variety of birds and pollinators, many of which use the river corridor as they migrate between summer and winter habitats. There are some concerns that increasing recreational activities could affect wildlife behavior, nesting or habitat. Environmental assessments will address these potential concerns.

Wetlands

The Rotary Park wetlands have potential to be a thriving ecosystem to support, in particular, a variety of bird species. See Chapter 5, Part 3 for more details on restoration and redesign concepts for the wetlands.

Cultural Resources

Archaeological

There are a large number of important archaeological and historic sites within the project study area. One 200 acre site is close to one of the trail corridors. It was occupied by the Mogollon people from about 1175 to 1400 A.D. The large site retains evidence of numerous campfires, suggesting that it may have been used seasonally over a long period of time. The site is important because it can help us understand how the Mogollon adapted to the landscape. The Mogollon people lived in eastern Arizona, southern New Mexico, west Texas, and northern Mexico. They were a farming culture that lived in pit houses and pueblo villages. The Mogollon abandoned the region around A.D. 1450 and may be related to modern Puebloans in the United States Southwest and indigenous people in Mexico. The site is primarily located within lands under the jurisdiction of the Bureau of Reclamation, and it has not been fully inventoried.

Recommendations to protect the site include:



- Routing trails and roads away from the area
- Completing a Phase II Archaeological Survey
- Implementing a Site Stewards program to monitor the site

Historical Mining

A mining boom began in Sierra County soon after prospectors found gold float on the east side of the Mimbres Range in April of 1877. Hillsboro was the center of activity for many years. Even frequent Apache raids could not dampen the enthusiasm of the eager prospectors and miners. Silver was discovered in Lake Valley in 1878, and in 1880 the famous Bridal Chamber mine was discovered and proved to be the richest single ore mine ever found. A single chunk of silver ore was removed, placed on an open flat train car, and traveled to the World's Fair in the early 1900s. In 1879 silver was discovered near Chloride and within six months Chloride grew from a tent camp to a full-fledged town. Hermosa to the south of Chloride attracted prospectors, and the discovery of several mines in that area brought more settlers. The southwestern stage lines linked the railroad at Engle with Cuchillo, Winston

(formerly known as Fairview), and Hermosa. Six million dollars in gold and silver was produced. The main types of ore discovered were gold, silver, copper, lead, and zinc. Mining towns sprang up overnight in many locations throughout the area; many of them only lasted a year or so and then faded away.

Farming and Ranching

The Pueblo Indians of New Mexico in pre-Spanish times had a well-developed system of agriculture based on both dry farming and irrigation. Principal crops were corn, beans, squash, native tobacco, and cotton. Chile, wheat, and orchard crops were introduced by the Spanish. Towns were concentrated in the fertile alluvial soil of the valleys of the Rio Grande. Farms suffered even more from devastating floods than from raids by area Indians. By the mid 1800s, farms and farming communities grew in what would later be designated as Sierra County. While farms were developing in the valley, great ranches were beginning to take shape as well. One of the first of these ranches was started by John Martin, a soldier who marched with the California Column to New Mexico during the Civil War. He had dug a deep well in 1867 and struck an underground river on the Jornada del Muerto. Travelers along this old route had sometimes died of thirst. The Armendaris land grant in the eastern side of the Rio Grande was patented in 1878. To the south and west was the John Cross Holdings, which ran from Dona Ana County to the San Marcial, one hundred miles of sunbaked waterless desert hemmed in by the San Andres and the valley of the Rio Grande. During this time the Rio Grande ran down what is now Main Street as far as the Post Office, then south and west, with a large bosque and tule swamp below Broadway and the hill to the Veterans' Home (from the History of Sierra County).

Conservation Goals

Noxious/Invasive Plant Removal

Future restoration efforts should focus primarily on the retreatment of salt cedar and Russian Olive along the Rio Grande in order to increase trail aesthetics, prevent potential future fire events, allow greater access to the river, and promote establishment of native vegetation.

Rotary Park Wetland Restoration

See Chapter 5, Part 3 for details on wetland restoration proposals.

Restore Wildlife Habitat

Restoration and improvement of wildlife habitat is also a major goal of this planning effort. Restoration efforts along this section should include the planting of flowers and shrubs that would create habitat for migrating wildlife. Including nectar plants such as milkweed would benefit many species of pollinators, including monarch butterflies.

Habitat improvements should increase the overall bird population in the area and also increase the chance of rare birds nesting along this portion of the Rio Grande. This project would create many opportunities for bird watching not only during migration, but also during nesting season when species like Mexican ducks, swallows, and vermilion flycatchers are in this area. Bird watching is a multi-million dollar industry, and promoting bird habitat has great potential for economic benefit to the town.

There are no known threatened or endangered species along this stretch of the Rio Grande, but restoration efforts could enhance the wildlife habitat and attract new species, including Southwestern Willow Flycatchers and the Yellow Billed Cuckoo, both of which migrate along the Rio Grande corridor. Given the current recreational activities along this stretch of the river, including tubing, kayaking, fishing and hiking, the addition of items identified in this plan should have a negligible additional impact to those species.

Fish Habitat

Increased fishing opportunities are a recreational benefit of this project. A footbridge spanning the river would bring in anglers as well as bird watchers who could see birds like ospreys diving for fish. BOR management of this stretch of river will impact fishing and fish habitat, specifically as water flow along this portion of the river is decreased or increased to meet water demands from downstream users. Another impact to fish habitat occurs when the BOR conducts a periodic removal

of sediment along this channelized portion of the river in order to maintain the required capacity of 5000 cubic feet per second of water.

Key Recommendations

- Identify potential human-wildlife interactions and plan trails accordingly. Route trails away from potential high conflict areas. Provide signage in areas of potential conflict between people, dogs, and wildlife species. Monitor wildlife encounters for adaptive management.
- Identify wildlife impacts caused by dogs on- or off-leash. In addition to expanding their human's zone of influence, dogs can chase, harass and kill wildlife, or become prey for carnivores. Consider restrictions to dogs if necessary, and leash laws to keep pets safe and minimize impacts to wildlife.
- Some sensitive species, such as amphibians and nesting songbirds, might require minimum buffers. Other species, such as nesting raptors or grouse, usually require buffer distances that range from a quarter to one full mile, or greater.
- Address potential interaction between trail users and hunters with proper signage, notifying all parties of hunting seasons and related safety protocols/precautions.

Interpretive Themes and Education Opportunities

This project has the potential to educate the public in natural resource conservation and the importance of agriculture and its impact on the community. Local historians and affiliated tribal leaders should be consulted to create meaningful stories connecting people to place and landscape.

Interpretive Panels and Signage

All signage should be uniform in design and appearance; each sign should indicate that it is part of this trail system.

Signage should include:

- Trailhead signs at Paseo del Norte, Rotary Park and Williamsburg; possibly including a QR code that gives additional trail information. Include trail map and safety information (snakes, heat and hydration, dog rules/etiquette).
- Mileage markers along the trail
- Interpretive panels
 - River conservation and stewardship
 - Human settlement
 - Wildlife migration
 - Dams and irrigation
 - Fish/bird species

Youth/Community Education

There are a number of educational opportunities that could be developed after the creation of this trail. Programs could incorporate science, technology, engineering, art and math (STEAM) to help students gain hands-on experience.

Possibilities include:



- Establish a small Amphitheater in Ralph Edwards Park adjacent to the river
 - Host informational presentations year-round, especially during high use times



- Have students participate in bird identification and inventories



- Engage the youth and community by having "River Days"



- Have educational activities at the wetland; have students conduct a wetland study



- Promote participating in the University of New Mexico Bosque Ecological Monitoring Program



- Host a "Water Conservation Day"



- Form partnerships with local schools, The Club, churches, and other organizations that serve and organize youth



- Engage the community by asking businesses, youth groups, and other organizations to be responsible for maintenance of sections of the trail



- Encourage community groups to host events for special Celebration Days - (Public Lands Day, Earth Day, Trails Day, etc.)



07 — Management, Maintenance, and Stewardship



As the City of T or C and the Village of Williamsburg move forward with the planning, designing, building, and operation of existing and new trails, trailheads, restrooms, signs, and other amenities, local officials should develop appropriate management plans to protect and maintain these important community investments in the long term. Just as the city would appropriate resources, staff time, and/or funding to the maintenance of more traditional recreational areas (such as city parks, open spaces, and playgrounds), trail-based facilities require specific maintenance activity to be successful. Maintenance plans need to be developed to determine what entity will bear maintenance costs and liabilities, how the areas will be regularly serviced, where funding will come from, and how partnerships can be developed. Some of the necessary maintenance issues to consider for trail planning include:

- Regular trail or parking lot grading;
- Trailside litter and weed/invasive species control;
- Trail sign repair and replacement, including damaged signs, missing trail markers, directional stickers, damaged posts, and other vandalism;
- Trailhead maintenance, including regular trash disposal, toilet cleaning and pumping, etc.

Maintenance Agreements

Many of the tasks identified above can be offset by appropriate maintenance agreements or contracts. The documents are publicly adopted and include language identifying partners; partnership goals; each party's obligations, liabilities, and expectations; compensation between parties; and other relevant information. These agreements can exist in many forms; some relevant examples include:

- Agreements between two government agencies, such as the City of Albuquerque-

que and the Middle Rio Grande Conservancy District to co-manage the Rio Grande Valley State Park

- Agreements between a government agency and a user-group, such as the Carson National Forest and the Enchanted Circle Trails Association.
- Agreements between a government agency and a private business, wherein funds are established to pay for a maintenance service, such as a private contractor emptying trash and waste from parks and recreation facilities.

Trail Adoptions and Sponsorships

Many communities have utilized volunteer adoption and sponsorship programs to provide additional recreational amenities to their communities. This can include opportunities for private funders, including businesses, non-profits, residents, user groups, or other donors, to contribute funds, time, or other resources to help build and maintain parks and trails. Sponsorship programs often include opportunities to purchase or "sponsor" a specific amenity, such as a trailhead kiosk, benches, restrooms, etc. as a part of the initial construction process. Adoption programs often seek to offset long-term maintenance obligations by providing funding, volunteers, or other resources dedicated towards regular upkeep of a trail once it is built. Oftentimes, these programs provide public acknowledgement in the form of signs, plaques, or naming rights to certain adopted or sponsored facilities. This provides opportunities for local residents, businesses, user groups, or others to contribute to their community and help protect the outdoor resources they cherish.

Use or Special Event Permitting Fees

Another way to offset long-term funding obligations can come through planned revenue generation in the form of use or special event fees. This can include overnight camping fees, day use parking fees on city-managed trailheads, multi-day use passes, or the hosting of large special events, such as a regional high school mountain bike competition. These fee structures can be adopted by ordinance as a part of the maintenance plan for individual facilities, but require resources from the community to enforce.

As detailed design/build plans emerge for Turtleback Trails Network elements, trail adoption and sponsorship agreements should be in place before local governments

commit to funding and managing the project. With limited municipal resources, the community must support these projects if they are to become reality.

Signage

- The City of T or C will be responsible for coordinating signage standards, design, and placement. Each local jurisdiction with signage requirements will be responsible for purchase and installation.
- The City of T or C will be responsible for creating an inventory of signs using Geographic Information Systems (GIS) to manage the inventory. Project partners could help populate the inventory.
- The City of T or C will be responsible for coordinating annual inspections of signage. Project partners would complete the inspections.

Proposed management responsibilities

River Access Sites

Agency/Entity	City of T or C	Village of Williamsburg	Bureau of Reclamation	BOR Permittee or Concessionaire
Sites to manage:	Mescal Canyon river access Ralph Edwards river access Rotary Park river access	Williamsburg river access	Seco Creek river access	Paseo del Rio river access Hwy 51 Bridge river access

Trail Elements

Agency/Entity	City of T or C	Village of Williamsburg	Bureau of Reclamation	BOR Permittee or Concessionaire
Sites to manage:	<i>Pedestrian bridge in Rotary Park</i> <i>RGT segment along A005 from Fish Hatchery to Rotary Park</i> <i>Multi-use pathway from Rotary Park to Ralph Edwards Park on Rio Vista "easement"</i>	<i>Pedestrian bridge in Village of Williamsburg</i>	<i>RGT segment along A005 from Rotary Park to Williamsburg including 1.2 mile riverside route</i>	<i>Backcountry trails across the river</i>

Stewardship



- Develop a Sponsorship or Gift Catalog for site improvements. This could include elements like signage, river ramp construction, trail amenities like benches or shade structures.



- Establish an "Adopt-A-Trail" program where schools, local organizations and businesses could adopt a section of trail, a river access area or other features of the Turtleback Trails Network. Adopters would be trained and recognized for their community efforts.



- Sierra County Tourism would lead and coordinate stewardship efforts for the Turtleback Trails Network. Other organizations to include are Jornada SWCD and T or C MainStreet.



08 Federal Coordination

Many of the proposed improvements for river access and trails development will require approval from the federal government. The river access projects and the multi-use trail connecting Rotary Park to the Village of Williamsburg are within the jurisdictions of the Bureau of Reclamation and Army Corps of Engineers. The adventure trails along the flanks of Turtleback Mountain fall into the Bureau of Land Management's jurisdiction. Before the federal agencies issue permits for project implementation, federal compliance with the National Environmental Policy Act (NEPA) and the Clean Water Act (CWA) is necessary. Project sponsors are usually responsible for completing compliance reviews.

Under NEPA, the applicants can be expected to comply with Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act. Section 106 requires federal agencies to consider the effects of projects they carry out, approve, or fund on historic properties. Federal agencies must do the following:

- gather information to decide which properties in the area that may be affected by the project are listed, or are eligible for listing, in the National Register of Historic Places (referred to as "historic properties");
- determine how those historic properties might be affected;
- explore measures to avoid or reduce harm ("adverse effect") to historic properties; and
- reach agreement with the State Historic Preservation Officer / Tribal Historic Preservation Officer on such measures to resolve any adverse effects.

The archaeological sites located within the study area and the Hot Springs Historical District will trigger the Section 106 review.

Under Section 7 of the Endangered Species Act, Federal agencies must consult with the U.S. Fish and Wildlife Service (Service) when any action the agency carries out, funds, or authorizes (such as through a permit) may affect a listed endangered or threatened species or designated critical habitat. In the early stages of project

planning, Federal agencies can request technical assistance from the Service. Discussions between the two agencies may include what types of listed species may occur in the proposed action area, and what effect the proposed action(s) may have on those species.

Pedestrian bridges, riverbank terracing, wetlands projects, river access site hardening and jetties impact the waters of the United States. Therefore, Section 404 of the Clean Water Act establishes a program to regulate the discharge of dredged or fill material into waters of the United States, including wetlands. Several nationwide permits may ease the burden of compliance including: NWP #13 Bank Stabilization; NWP #42 Recreational Facilities; and NWP #36 Boat Ramps.

Turtleback Trails Network & Federal Compliance

Turtleback Trails Plan

Proposed Elements requiring compliance through BLM, BOR, COE

BLM

- Designate 60+ miles of trails

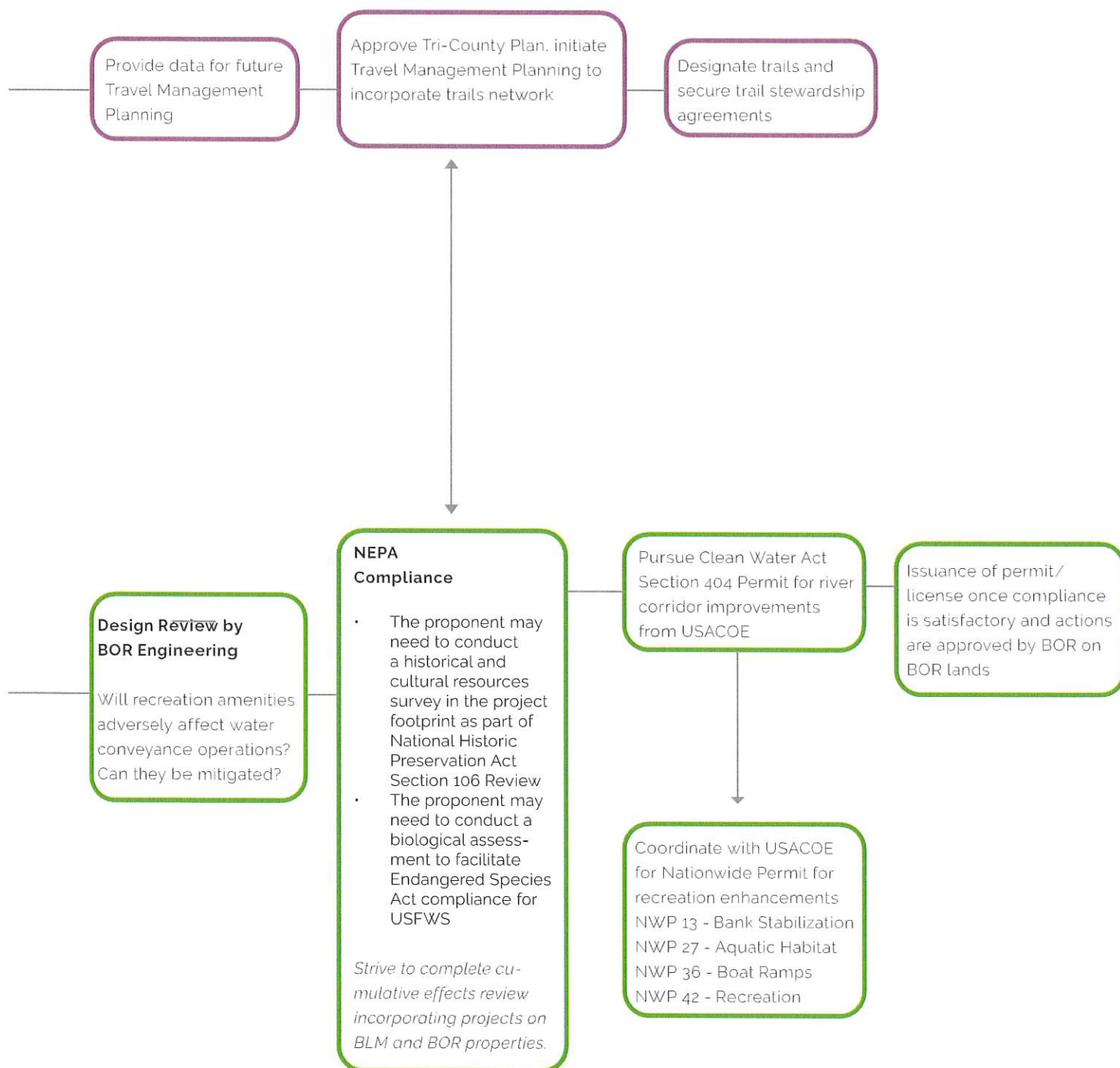
BOR/COE

- Improve river access at six locations including non-motorized ramps, parking, signage, jetties
- Develop 1.2 miles of riverside trail on southside of river (river left)
- Expand Rotary Park wetlands, add 1/2 acre
- Terrace 400' of riverbank adjacent to Rotary Park wetlands.
- Construct 2-3 pedestrian bridges crossing Rio Grande.
- Replace dirt dam with permanent structure allowing boat and fish passage.

Assess road/route conditions: singletrack, double track, sustainable or not sustainable

Initiate Permit/Concessions Request with BOR

The request should include project description, locations, features, timing, maps, specifications and other relevant information



Appendices

Appendix A: Community input from chalkboards in Rotary Park

The following table summarizes the community input received from chalkboards installed in Rotary Park and Williamsburg. A series of questions were posted on the chalkboards, and anonymous community members left responses.

DATE	QUESTION
7/30/20-8/3/20	Where should be put a footbridge?
8/5/20-8/14/20	What should the bridge/trail be named?
8/18/20-8/24/20	How can the bridge help local businesses?
8/25/20-9/9/20	What are your hopes for this trail?

RESPONSES

Williamsburg Ralph Edwards Park; At the Rock Dam; down by where the hot water flows into river, where there are good hiking trails on the other side; make them wheelchair accessible and docks for fishing

The Ripple, Fasttrack, Rio Bridge, Turtlefish Bridge, RioEast Bridge, Community Bridge, Yellow Park Bridge, Float Bridge, Friendship Trail, Via Del Rio, Jornada de Verdad, Wander Bridge, R.G. Trail Bridge, Yvonne Trail Bridge, Beaver Crossing, Puente del rio Grande, Tranquil waters trail, Troll Crossing, Hot Springs Crossing, Raymonds Heights, Rio Linda Vista, The FareWell Bridge, Turtleback crossing, Hot Springs Crossing, Bumble Bee Crossing, TigerShark Crossing, Being Rose Bridge, Tigers Bridge

More Tourists would use the bridge (so they can bring more covid), Hospital, pharmacy, not here great

Trail of blessing, wide enough for bikes and people and dogs. ADA compliant bridge and observation platforms/surfaces for fishing, birding, meditating, exercise, Great job guys! Close to Nature! That people keep it clean and do not litter! Trash cans through out? Signs that say NO LITTERING, Blessed be, BENCHES, Be Kind, Lets do it, Benches for looking at river flow

9/9/20-9/28/20	How could trails/bridges impact plants, animals, and history along the river?
9/28/20-10/15/20	What positive impact will this project have on our community?
10/16/20-11/1/20	How can we improve river experiences for visitors and residents?
November 2020	How should we address trash dumping along the trail?
March 2021	What is the most exciting part of this project for you?
April 2021	How should we improve this park?

	<p>Positive impact: Provide info panels along the trails that identify bird life in our zone, migration paths, etc. Learn about the water management/conservation; If you emulate the CCC you'll have all your answers; There may be little additional on any sensitive native species, since river channelization and open cattle ranching are already allowed, if habitat could be restored along the trail, maybe that could be a net positive impact. Native History. Light pollution, (What's up with Riverbend's light show? Really what condos have been made to love. Nice Bikes! disturbing the birds, connection. native plants, green the desert.</p>
	<p>It might inspire people to love earth more, It will give all of us more recreational opportunities, I've been coming here for years and have never been to the otherside, more hiking and biking = longer visits yes! People might exercise more, Connect ALL hiking trails EB-HW Trail. More people connecting with nature, if they keep it clean, economic development for entrepreneurs,</p>
	<p>Pollution warnings for littering with jail times or fines. Pick up trash if you see it. Reestablish the Wetlands. Keep it clean! Any way to rake out the waterweeds? (It's good for fish!) looks nasty and it's hard to fish. NO MORE CEMENT! Paved ramp for kayak/Tubing launch Connect all the hiking trails! VOTE! Do not vote for either, Sierra County TorC Families. Give them more shade, make benches to watch the river, plant trees that have food, more trash cans, food trucks and music</p>
	<p>Stop takeout from McD, Circle K, and Sonic!, bring a bag, place bins at the entrance and exit, do not pave road along the river, environmental impact study needs done first, asphalt leaching into river, restore habitat, friendly signage, place dumpsters at each end until it rectifies, pick up trash you see, properly dispose of syringes, please!, volunteer pick up days, prosecute</p>
	<p>getting something new in town, more opportunity to explore, calming nervous system = connection with spirit & self & people, having a beautiful, nice quality smooth biking walking trail for exercise, maybe a cleanup of beer bottles and needles when finished, bring people neighbors together as brothers and sisters, having a spot to play in nature</p>
	<p>get rid of salt cedar and tumbleweeds, decent toilets, leave it alone, smells like poop, when should this project begin? Never!</p>

May 2021	What improvements would help kayaks and tubes?
June 2021	What amenities would you like to see here at Rotary Park?
July 2021	In ONE word, this park should be_____?

	more beer, no retail riverwalk, no riverwalk!, we need a bridge, sewage treatment smells bad, stop sending all our water to Texas, clean up after your dog, love what you are doing
	a bridge to the other side, more edible native plant species, shade trees, splash pad/park, more shade, more trees should be planted, overflowing trash, defecating teens :(, boat ramp, bathrooms, trees
	weed-free river embankment with built up rock work and trees!, clean up after your dog - poop-free, shady, fun, green

Appendix B: Sample boating ordinance

ARTICLE III. - BOATING REGULATIONS ON CARLSBAD CITY LAKE

Sec. 36-61. - Operation generally.

It shall be unlawful for any person operating a boat or vessel to violate any of the rules and regulations hereinafter set forth relating to the use, operation and equipment of boats or vessels on the city lake located in the Pecos River within the city limits or in any manner using such city lake for recreation or other purposes in violation of such rules and regulations set forth in this article.

(Code 1974, § 24-1)

Sec. 36-62. - Applicability of state regulations.

Where not otherwise provided in this article, the provisions of the state Boat Act shall apply to the city lake. Any person who shall violate any of the provisions of the state Boat Act shall be guilty of a misdemeanor and shall be punished as provided in *section 1-6* of this Code.

(Code 1974, § 24-3)

Appendix C: New Mexico Recreational Use Statute

NEW MEXICO STATUTES ANNOTATED

CHAPTER 17: GAME AND FISH

ARTICLE 4: PROPAGATION OF FISH AND GAME

§ 17-4-7. Liability of landowner permitting persons to hunt, fish or use lands for recreation; duty of care; exceptions

A. Any owner, lessee or person in control of lands who, without charge or other consideration, other than a consideration paid to said landowner by the state, the federal government or any other governmental agency, grants permission to any person or group to use his lands for the purpose of hunting, fishing, trapping, camping, hiking, sightseeing or any other recreational use does not thereby:

- (1) extend any assurance that the premises are safe for each purpose; or
- (2) assume any duty of care to keep such lands safe for entry or use; or
- (3) assume responsibility or liability for any injury or damage to, or caused by,

such person or group;

(4) assume any greater responsibility, duty of care or liability to such person or group, than if such permission had not been granted and such person or group were trespassers.

B. This section shall not limit the liability of any landowner, lessee or person in control of lands which may otherwise exist by law for injuries to any person granted permission to hunt, fish, trap, camp, hike, sightsee or use the land for recreation in exchange for a consideration, other than a consideration paid to said landowner by the state, the federal government or any other governmental agency.

HISTORY: 1953 Comp., § 53-4-5.1, enacted by Laws 1967, ch. 6, § 1.

Appendix D: Ramp Designs



Concrete Ramps

- Concrete ramps may be used as launches by themselves or in combination with floating launches, piers, bridges, dock abutments, bulkheads, and rock cribs. If the ramp connects to a floating launch using a bridge, a hinged metal transfer plate will allow an easier transition.
- Concrete must be installed in dry conditions. The area must be totally clear of water when any portion of the ramp extends beneath the surface of the water.

The underwater area may need to be dried out with a cofferdam, a watertight enclosure that is temporarily used to pump water out of an area during construction. If lime is used in this process, it must be managed carefully so it does not enter the water where it can pose a danger to riparian species.

- Pre-cast concrete planks and panels should only be used in bodies of water with little to no current. Pre-cast slabs are heavy and must be placed using lifting equipment. Reinforced concrete is often used for underwater sections of the pre-cast ramp.

Concrete Ramps: Materials

Surface finish, including corrugated concrete, rock salt, or exposed aggregate may be applied to concrete to increase traction or improve its appearance. One popular finish uses 1" by 1" V-grooves formed at a 60-degree angle to the centerline. V-grooves should not be used on launches that serve wheelchair use as they are difficult to travel over/on when driving a wheelchair.

Concrete Ramps: Variations and Specifications

- The width and thickness of concrete ramps vary, but cast-in-place ramps are typically 6" to 8" thick and use rebar reinforcement.
- Ramps can be cast-in-place or composed of connected pre-cast slabs, planks, or panels.
- Can cover concrete with a layer of synthetic matting or even 'AstroTurf' to protect sensitive boats.
- Important elements are using a downstream pointing departure angle of 30 to 45 degrees, and hard-surfacing for anything below the frequent flood elevation (where permanent vegetation ceases). This allows skid steers to find a bottom in high-sediment areas, and helps projects in high-scour areas withstand the force of the water. It also creates an eddy just downstream of the launch at all flows, which makes it easier for the user.

Concrete Ramps: Advantages

- Provides the most stable, sturdy surface for launching.
- Durable and not subject to rot or rust.

- Easy to shape and work with, adaptable to slope needs; minimal additional construction needed.
- Can be relatively inexpensive to construct.
- Relatively low maintenance (depending on sedimentation levels); easy and inexpensive to repair.
- Used to help mitigate erosion or assist with vegetative restoration.
- Their noticeable presence can assist paddlers with locating take-outs from the river.
- Can be surfaced aesthetically with materials such as river rocks, fieldstones, or salt finishing.

Concrete Ramps: Disadvantages

- Can cause damage to riparian ecology, preventing growth of vegetation and impacting habitats.
- Surface can be slippery, especially when muddy or wet (corrugated concrete, rock salt, or exposed aggregate on the surface can provide effective traction).
- Cofferdamming may be required for installation (will increase the cost and complexity of project).
- Can be damaged or crack easily due to freezing and thawing conditions.
- Usually not aesthetically "pleasing."
- Construction vehicles, if needed during installation, will have a heavy impact on your site.
- Potential lime deposit down river during construction.

Stair Launch Designs



Wooden Stairs

- Large stones or timber used to build natural stairs can create excellent access along steep banks.
- Staircases composed of timber steps may be cost effective alternatives to concrete when working with a launch site along a steep shoreline.



Concrete Stairs

- Concrete stairs are particularly effective in providing access along steep shorelines. They are durable and easily maintained.

Wooden Stairs

Wooden Stairs: Materials

- Timber, typically pressure-treated (review environmental issues of chemically-treated wood).
- Reinforcement bars, rebar.
- Soil, gravel, or "road base" (mixture of rough soil and class 6 gravel), used as fill.
- Retaining walls, rip-rap (as needed).

Wooden Stairs: Design Variations and Specifications

- Stairs may be constructed as boxes built on top of one another, ascending a slope, to help reinforce an eroding bank.
- The launch area at the base of the stairs needs protection from excessive currents in order to prevent undercutting; large rocks or a vegetative buffer may be used.
- Launch area at base of stairs should provide consistent access to the water, during changing water levels; surface should be sturdy and able to withstand varying flows.

- Handrails are most effective when they are 24" to 32" above the height of the steps; it is important that they not be too high or low for paddlers to be able to use.

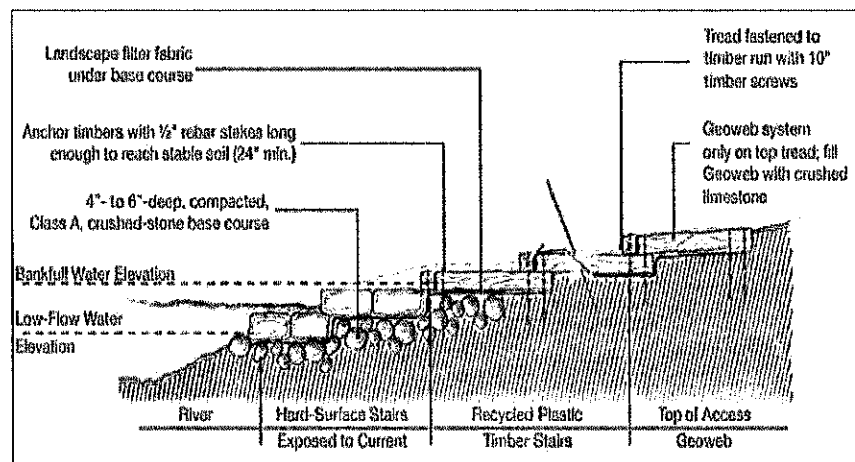
Wooden Stairs: Advantages and Disadvantages

Advantages

- Allows paddlers easier access from a steep or eroding shoreline.
- Aesthetically pleasing and less disruptive to natural shoreline than concrete.
- May be easily and inexpensively repaired, if damaged.

Disadvantages

- Not accessible to all.
- Installation may be costly and may require alteration to shoreline.
- May be susceptible to undercutting.
- May require maintenance as stairs age and weather.



Concrete Stairs

Concrete stairs are particularly effective in providing access along steep shorelines. They are durable and easily maintained and may be used in areas where water levels change dramatically, as they are likely to withstand currents and offer access at a range of water levels.

Concrete Stairs: Materials

Concrete can provide a level and lasting access point. Once a bank is prepared to accommodate the stair dimensions (which may require some digging out with equipment, such as a backhoe), a concrete foundation is created, which can be poured into molds reinforced with rebar or metal (left). A less expensive option can be built using pre-molded concrete slabs for the steps supported laterally by rocks found on site (right).



Concrete Stairs: Variations and Specifications

- If steps are tapered in width as they descend to the water, the bottom steps should not be too narrow. Paddlers need at least 5' and preferably 6' to 12' for launching.
- Handrails may be needed to provide additional support to paddlers where shorelines are excessively steep. They may not be needed in areas with shorter distances to the water or on less dramatic slopes.
- Installing a 4' to 8' staging platform at the bottom of concrete steps can be useful to paddlers. This may serve as a place where kayakers can get into their boats, put on their spray skirts, and slide into the water.

Concrete Stairs: Advantages and Disadvantages

Advantages

- Provide effective solutions to a steep slope or eroding bank.
- May be more aesthetically pleasing than concrete ramps or mats.

- Can be combined with boat slides to provide easy transport of boats to water.
- Require relatively little maintenance; durable.

Disadvantages

- Are not as easily accessible as concrete ramps or other launch types.
- Can be expensive.
- Not accessible to all.
- May require use of heavy equipment for preparation of bank before installation.
- Long-term maintenance must be done by hand, which may be unrealistic for some
- Inappropriate for high-scour or high-sediment-deposition setting, or where debris is likely to damage stairs.

Docks / Piers (Floating Or Fixed)

Docks / Piers

- Pier structures can be used independently as launches or in combination with other structures. They can span marshes or shallow areas to enable launching in water of sufficient depth.
- In some cases, "approach pads" or walkway structures are designed to enable access to the launch itself. Structures are composed of a deck and frame, which always stand above water level, and are supported by piers.

Floating

- Floating launches are structures that are not built into the bottom of the water body. Typically composed of a deck, frame, and floats, they are anchored to the shore. Paddlers launch from the deck, which is supported by the frame, while the floats beneath the frame provide buoyancy. Anchoring devices help to stabilize the launch and protect it from the elements. Pile guides are often used, allowing launches to adjust to changing water levels while keeping their decks horizontal and steady. When floating launches attach to connecting structures with varying heights (e.g., gangways), pile guides can help to maintain a relatively small cross slope, making launches more likely to be accessible to paddlers with disabilities.

- Floating launches are most effective when used on water with little debris and minimal exposure to strong currents or waves. In general, they can withstand flow rates up to 0.25 feet per second. Floating launches should be removed and secured during flooding or high flow events, and unless they are specifically designed to endure ice formation, they should be removed before freezing occurs.

Appendix E: Trail Scoring

	Visitor Experience	Character/Aesthetics	Environmental/Cultural Issues	Ease of Implementation/Construction	User Accommodation/Accessibility	Total
upper	2	2	1	2	1	8
lower	3	3	3	2	2	13
hybrid	2	2	1	2	1	8

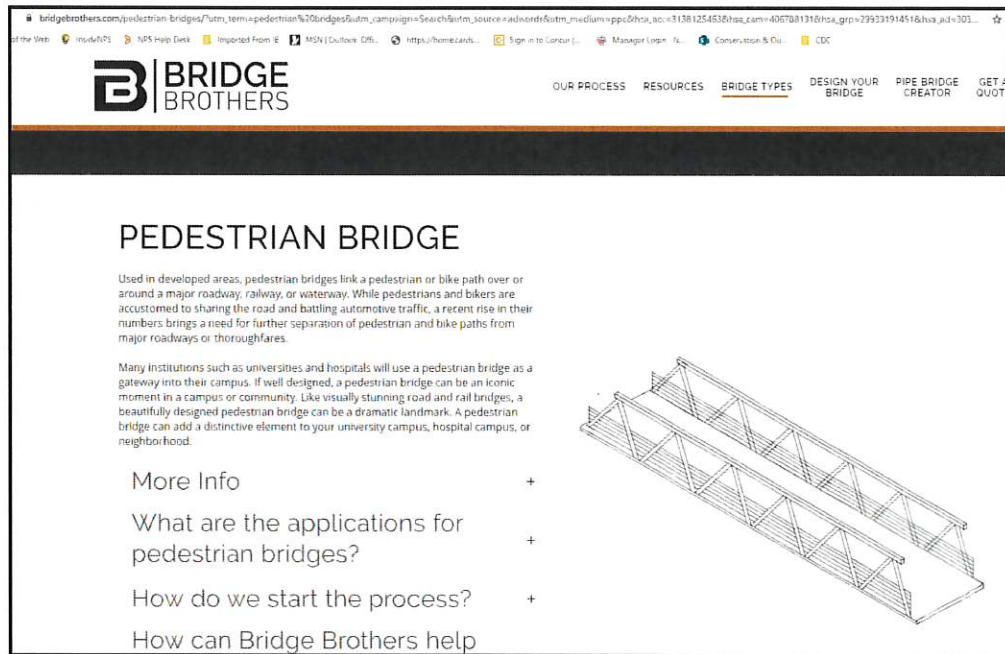
1 - Poor
2 - Fair
3 - Good

Notes:

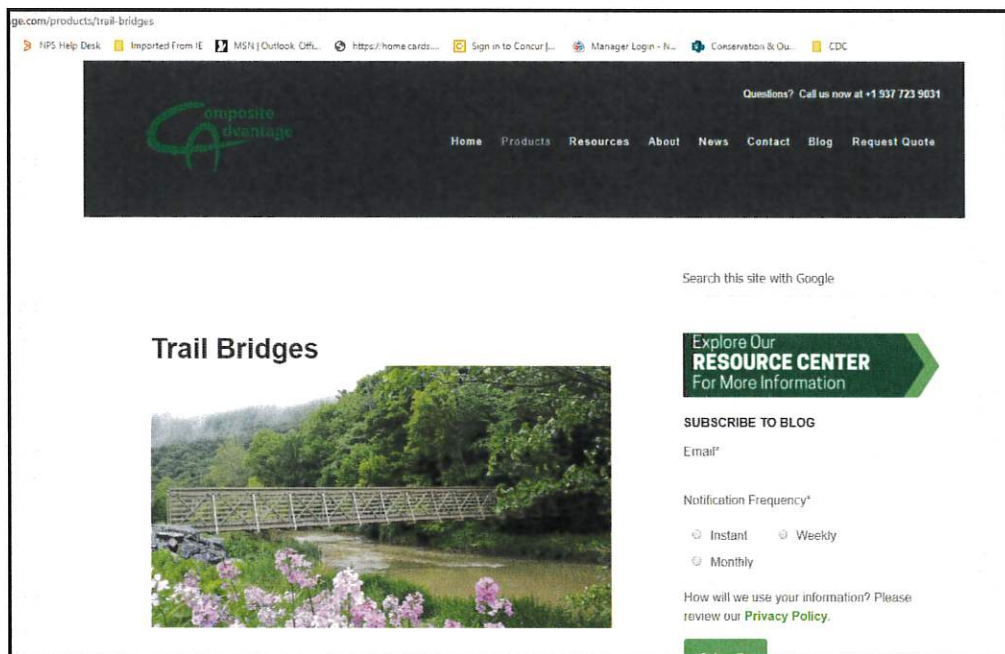
- any upper bench option is more likely to encounter vehicles and sensitive historic sites
- lower bench more likely to offer shade
- upper bench will never work for a wheelchair

Appendix F: Pedestrian Bridge Resources

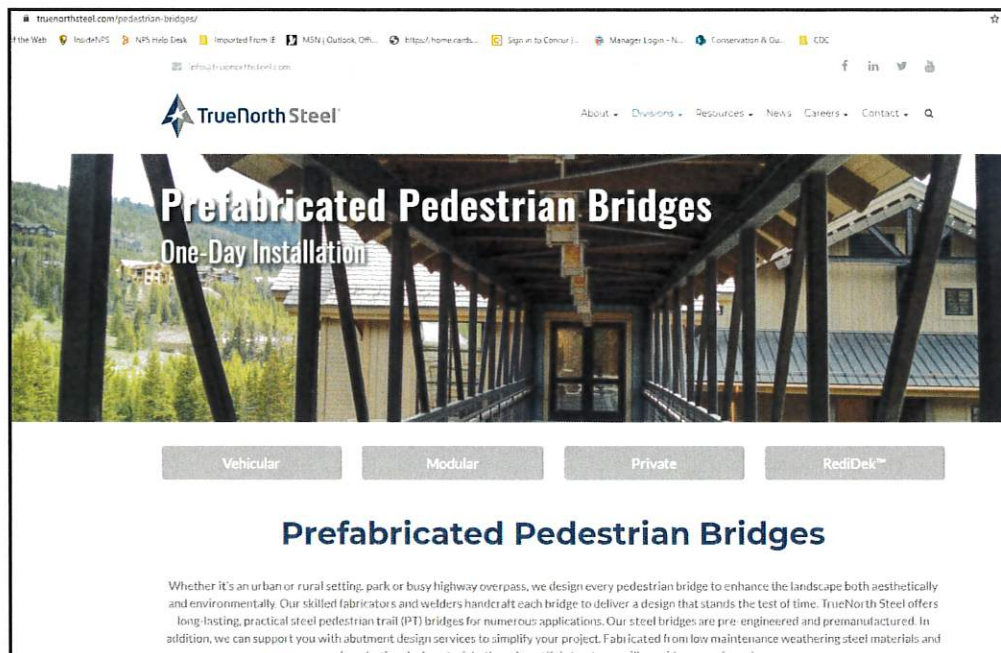
Pre-Fab Bridge Companies



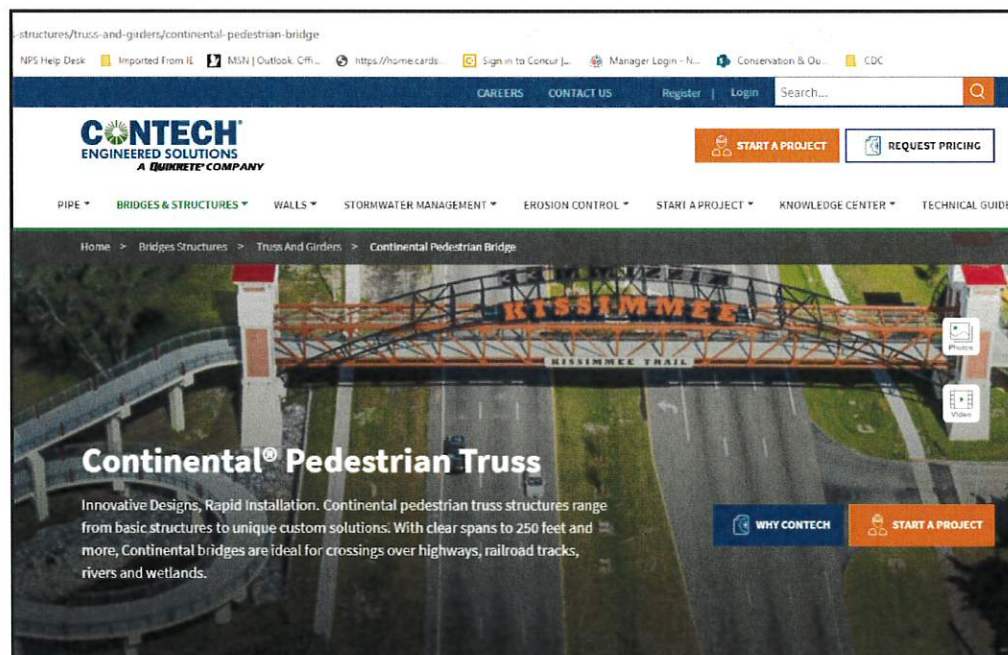
<https://bridgebrothers.com/pedestrian-bridges/>



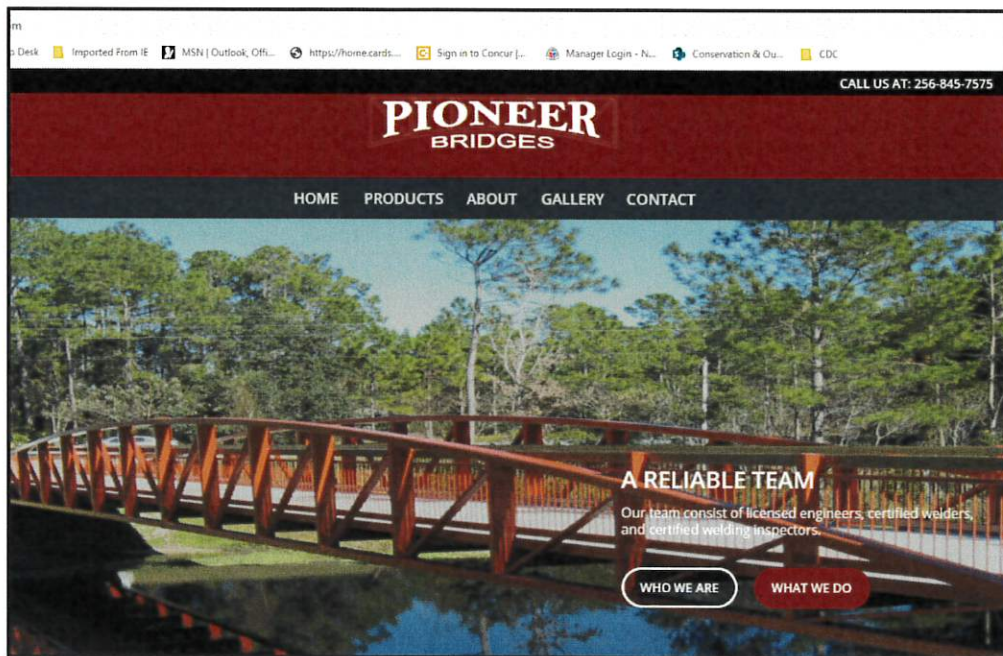
<https://www.compositeadvantage.com/products/trail-bridges>



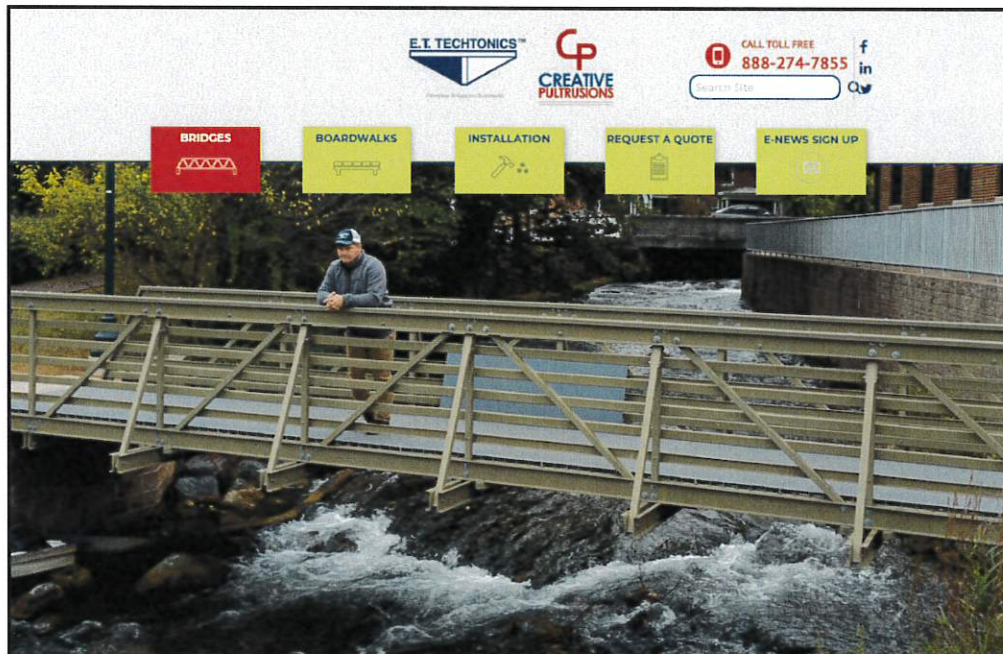
<https://truenorthsteel.com/pedestrian-bridges/>



<https://www.conteches.com/bridges-structures/truss-and-girders/continental-pedestrian-bridge>



<https://pioneerbridges.com/>



<https://www.ettechtonics.com/bridges/>

Appendix G: Resources for Implementation

Prepare to Launch: A Guide for Assessing, Designing and Building Launch Sites for Carry-in Watercraft

Prepare to launch! April 2018 Update Final by River Management Society - Issuu

Rio Grande Trail Master Plan: [RioGrandTrail_MasterPlan_FINALwChanges.pdf](#)
([nm.gov](#))

Trail Towns: [Trail Towns | Rails-to-Trails Conservancy \(railstotrails.org\)](#)

Accessible Boat Launches: [Kayak & Canoe Launches for Sale | EZ Dock](#)
([ez-dock.com](#))

Grants & Funding:

Stateside Land & Water Conservation Fund
[The Land & Water Conservation Fund - State Parks \(nm.gov\)](#)

Eligible project applicants include state government agencies; local government agencies (municipal and county); tribal governments; public school districts; public community colleges and universities;

soil and water conservation districts; land grants; and other political subdivisions. Applicants must initially demonstrate the following to be eligible to submit: need for the project based on New Mexico's SCORP priorities for outdoor recreation; documentation of significant public involvement in the selection and planning of projects; adequate contract performance for past LWCF awards (see below);

possess sufficient title and adequate legal control of the property to be within the LWCF boundary area in order to provide reasonable assurances that a conversion pursuant to the LWCF Act (54 U.S.C. § 200305(f)(3)) will not occur without its knowledge, State review, and NPS decision; and evidence of the ability to supply the 50% match.

Eligible projects may include but are not limited to: acquisition of land to be used for outdoor recreation; development of sports and playfields such as playgrounds, ball fields, court facilities, and golf courses; hiking, biking, equestrian, and motorized trails; picnic area development; campground development; amphitheaters, wetlands; fishing and boating facilities such as ramps and docks; development of support facilities including circulation roads, fencing, lighting, utility and sanitary systems, parking areas, restroom buildings, and landscaping for the project area;

New Mexico Recreation Trails Program

Active Transportation and Recreational Programs | NMDOT

Call for Projects May 2024

The Recreational Trails Program (RTP) is a Federal reimbursement program and provides funding to eligible entities within New Mexico to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized uses. These Federal funds benefit recreationists who enjoy hiking, bicycling, in-line skating, equestrianism, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, and off-road four-wheel driving.

NM Outdoor Equity Fund

Award Range \$1500-20,000

New Mexico Outdoor Recreation Division (nmoutside.com)

Grant Cycle Opened May 2 – June 30 2022

The Outdoor Equity Fund (OEF) was created to ensure equitable access to the outdoors for all youth. The grant supports transformative outdoor experiences that foster stewardship and respect for New Mexico's lands, waters, and cultural heritage. Eligible Applicants: Tribes, Pueblos, and Nations; municipalities; counties; nonprofits; K-12 schools/districts; colleges/universities. Recreation Access: Applicant must have a well developed written plan to engage low-income youth in nature-based outdoor recreation activities. Participants: Serve a population where at least 40% are low-income youth up to age 18. Education: Applicant must include some type of education plan on the climate and environment. 1:1 match for urban applicants required; 2:1 match for rural applicants required. In-kind and/or cash accepted.

NM Outdoor Recreation Trails+ Grant

Award Range \$99,000-\$500,000

[*2022 Outdoor Recreation Trails+ Grant Guide \(newmexico.gov\)*](#)

Applications accepted on a rolling basis starting March 1, 2022 through December 2022

This grant invests in conservation-minded shovel-ready projects that are open to the public, increase access to outdoor opportunities, and demonstrate a clear economic benefit to the community through improved quality of life, better public health outcomes, and/or increased tourism.

Eligible Applicants: Tribes, Pueblos, and Nations; Municipalities; Counties; Non-profits; Public preschools/schools/districts; Colleges/Universities; Soil and water conservation districts; Acequia and land grant associations. Economic Impact: Project must show demonstrable benefit to the local community, either by attracting and retaining residents or attracting visitors. Recreation Access: The project must be open for public use. Note: Projects on tribal lands are eligible and do not have to be open to the general public, but should be open to tribal members.

America the Beautiful Challenge 2022 Request for Proposals

[*America the Beautiful Challenge 2022 Request for Proposals | NFWF*](#)

Implementation Grants \$1million-\$5 million

The National Fish and Wildlife Foundation (NFWF), through anticipated cooperative agreements from the Department of the Interior (DOI), Department of Defense (DoD), and the Department of Agriculture's U.S. Forest Service (USFS) and Natural Resources Conservation Service (NRCS), is pleased to announce the launch of the America the Beautiful Challenge (ATBC) 2022 Request for Proposals (RFP).

Project Focus Implementation projects that include land acquisition or Implementation projects that address the program priorities on public, Tribal, and/or private lands. Partnerships with NGOs and localities through subawards are encouraged. Program Priorities: Benefit At-Risk Fish, Wildlife and Plant Species Expand Habitat Connectivity Provide a Range of Ecosystem Services Strengthen Ecosystem and Community Resilience, Expand Public and Community Access to Nature. Engage Local Communities Support Tribally Led Conservation and Restoration Priorities

Contribute to Local or Tribal Economies Contribute to Workforce Development.

NM Rural Tourism Rural Pathway Program

Award Amount \$50,000

[Rural Pathway Resources \(newmexico.org\)](http://newmexico.org)

Grant Cycle open July 1, 2022 through May 1, 2023

Project types include but are not limited to: venues, experiences, services, tourism trails & interpretation, infrastructure, and tour development. TOURISM TRAILS & INTERPRETATION: Thematic trail connecting several towns, highlighting a shared regional tradition, history, product, practice, landscape, etc; Farm/food trail highlighting local/regional foodscapes, food products, and cuisines; Regional road trip map; Historical trail with interpretive elements; Dark Skies interpretation; Archaeological site interpretation. Eligible expenses include but are not limited to: hard costs (e.g., infrastructure, upgrades, technology, tools, right-of-way, land costs, etc.); soft costs (e.g., feasibility assessments, consulting services, planning and design, etc.); marketing and outreach; third-party contract services. This grant requires a 1:1 match from an eligible fiscal agent. Cash matches are preferred, but in-kind and monetary donations may also be eligible up to a certain percentage of the total match.

NM Tourism Clean & Beautiful Program

Average Award Amount in FY22 \$15,000

[*New Mexico Tourism Department Clean and Beautiful*](#)

The purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the New Mexico Tourism Department (Department) the authority to eliminate litter from the state to the maximum practical extent. The Department shall aid in establishing a statewide Keep America Beautiful Program through the New Mexico Clean and Beautiful Grant Program to end littering, improve recycling, and beautify New Mexico communities. All New Mexico municipalities, counties, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding. Improving green spaces through sustainable park design and maximizing sustainable landscaping in communities and empowering youth are eligible funding expenditures.

International Mountain Bicycling Association Trail Accelerator Grants

Award Range is \$5,000-\$30,000

[Trail Accelerator Grants | IMBA](#)

Local, municipal, state, or federal government agencies, and 501(c)(3) nonprofits that actively manage parks and trails may apply. This can include land managers, chambers of commerce/economic development departments, community health organizations, land trusts/conservancies, etc. Types of eligible projects include: Projects that serve mountain bikers as the primary users, though multi-purpose human-powered trail uses are viable as well; Projects that will result in a visible and substantial increase in access, improved mountain bike experiences, and greater community benefit; Projects where the Trail Accelerator grant stands to leverage additional resources to ensure the success of the project; Projects that promote community development, volunteer recruitment, new rider development, youth riding, and engaging marginalized community members. Higher preference will be given to projects that demonstrate a focus on diversity, equity, and inclusion.

Rails To Trails Conservancy Trail Grants

[Trail Grants | Rails-to-Trails Conservancy \(railstotrails.org\)](#)

Through our Trail Grants Program, Rails-to-Trails Conservancy (RTC) emphasizes strategic investments that support significant regional and community trail development goals. Many of our funded projects are small in scope and scale and can be hard to finance within traditional funding streams. These projects are essential to building, maintaining and managing the trails that so many of us love and that communities rely upon for recreation, transportation and economic vitality. Through these relatively small investments, we are able to help complete and connect trails, improve the trail user experience and support local organizations dedicated to new and existing trails across the country.

AARP Community Challenge

Average Award is \$11,500

[AARP Community Challenge](#)

FY 2023 cycle opens in January 2023

The AARP Community Challenge provides small grants to fund quick-action

projects that can help communities become more livable for people of all ages. This year, applications will be accepted for projects to improve public spaces, housing, transportation and civic engagement; support diversity, equity and inclusion; build engagement for programs under new federal laws; and pursue innovative ideas that support people age 50 or older.

AARP will prioritize projects that support residents age 50 or over, are inclusive, address disparities, directly engage volunteers and aim to achieve one or more of the following outcome areas: Create vibrant Public Places that improve open spaces, parks and access to other amenities; Deliver a range of Transportation and Mobility options that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements

America Walks Community Change Grants

[*Community Change Grants - America Walks*](#)

The Community Change Grant program supports the growing network of advocates, organizations, and agencies working to advance walkability. Grants are awarded to innovative, engaging, and inclusive programs and projects that create change and opportunity for walking and movement at the community level. Applications for grants open in the fall and are awarded for the full calendar year following.

PeopleForBikes Community Grant Program

Award Amount up to \$10,000

[*Grant Guidelines | PeopleForBikes*](#)

The PeopleForBikes Community Grant Program supports bicycle infrastructure projects and targeted advocacy initiatives that make it easier and safer for people of all ages and abilities to ride. PeopleForBikes accepts grant applications from non-profit organizations with a focus on bicycling, active transportation, or community development; from city or county agencies or departments and from state or federal agencies working locally. PeopleForBikes focuses most grant funds on bicycle infrastructure projects, such as: Bike paths, lanes, trails and bridges; Mountain bike facilities; Bike parks and pump tracks; BMX facilities; End-of-trip facilities such as bike racks, bike parking, bike repair stations and bike storage.

We also fund some advocacy projects, such as: Programs that transform city streets, such as Ciclovias or Open Streets Days; Campaigns to increase investment in bicycle infrastructure. PeopleForBikes will fund engineering and design work, construction costs including materials, labor and equipment rental and reasonable volunteer support costs. For advocacy projects, we will fund staffing that is directly related to accomplishing the goals of the initiative.

American Trails The Trail Fund

Award Range \$5,000 - \$10,000

[*Apply for The Trail Fund - American Trails*](#)

FY 2023 cycle opens Spring 2023

The Trail Fund is a collaborative program of American Trails (a private 501(c)(3) charitable organization) launching in 2022 with a generous gift of \$50,000 from the Ford Corporation and other partners. The grant will support grants for trail maintenance, research, and stewardship training all across the country, serving all types of trail users. The amount of funding available and number of grants we can offer will vary year by year, pending funding.

Five Star and Urban Waters Restoration Grant Program

Award Range \$20,000-\$50,000

[*Five Star and Urban Waters Restoration Grant Program | NFWF*](#)

FY 2023 Call for Project January 2023

The Five Star and Urban Waters Restoration Program seeks to develop community capacity to sustain local natural resources for future generations by providing modest financial assistance to diverse local partnerships for wetland, forest, riparian and coastal habitat restoration, stormwater management, outreach and stewardship with a particular focus on water quality, watersheds and the habitats they support. All projects must have: On-the-ground activities such as wetland, river or coastal habitat restoration and/or targeted green infrastructure creation and monitoring; Community partners united to achieve ecological and educational outcomes; Integrated education, outreach and training into the restoration project through broad community engagement activities or participation and integration with K-12 environmental curriculum; Measurable ecological, educational and community benefits.

New Mexico River Stewardship Program

Award Range \$500,000 - \$2,300,000

[The New Mexico River Stewardship Program \(nm.gov\)](http://nm.gov)

The goal of the River Stewardship Program is to fund projects that enhance the health of rivers by addressing the root causes of poor water quality and stream habitat. The objectives of the River Stewardship Program include:

Enhancing the economic benefits of healthy river systems, such as improved opportunities to hunt, fish, float and view wildlife.

Restoring or maintaining the hydrology of streams and rivers to better handle overbank flows and reduce flooding downstream.

Providing match required to leverage federal grants, ensuring that New Mexico continues to receive these funds.

Sport Fish Restoration Act

[Grant Program Summary \(state.nm.us\)](http://state.nm.us)

Restoring, conserving, and managing and enhancing sport fish and providing for public use and benefit from these resources. Sport fish are limited to aquatic, gill breathing, vertebrate animals, bearing paired fins and having material value for sport or recreation.

Enhancing the public's understanding of water resources and aquatic life forms and assisting them in developing responsible attitudes toward the aquatic environment.

Appendix H: Letters of Support

Geronimo Trail Scenic Byway, Inc.

P O Box 1072 • 301 S Foch St • Truth or Consequences, New Mexico 87901
Phone (575) 894-1968



March 8, 2023

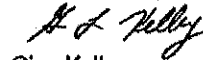
Truth or Consequences City Commission
505 Sims St.
Truth or Consequences, NM 87901

Dear Honorable Mayor Forrester, Mayor Pro-Tem Hechler, and Commissioners Fahl, Mitchell and Harrelson:

The Geronimo Trail National Scenic Byway strongly supports the Turtleback Trails Network Plan that has been developed by a steering committee comprised of T or C residents and business owners.

On a daily basis, visitors come into our Visitor Center asking for information on walking, running & hiking trails. Over the past several years travelers to T or C have trended toward younger and more active adults who are looking for outdoor recreation. As it stands now, we have very little to offer these visitors. The implementation of this trail plan would go a long way toward attracting outdoor recreation enthusiasts to Truth or Consequences.

Thank you for your consideration,



Gina Kelley
Executive Director



**Village Of Williamsburg
PO Box 150 / 309 Veater St.
Williamsburg, NM 87942
Phone: (575) 894-6385/Fax: (575) 894-0466
www.villageofwilliamsburg.com**

March 10, 2023

Amanda Forrister, Mayor
City of Truth or Consequences, NM 87901

The Village of Williamsburg supports the Turtleback Trail Plan concept for recreational trails and the potential for economic development and health benefits for our citizens.

Thank you,

Deb Stubblefield, Mayor
Village of Williamsburg
Cell: 575-740-4968
Email: mayor@villageofwilliamsburg.com

Debbie Stubblefield
Majorie Powey, Mayor Pro-tem
William Frazier, Trustee

Misty G. Gustin, Trustee
Guillermo "Spike" Hernandez Trustee

Amanda B. Cardona, Clerk/Treasurer
Allison Rashedi, Deputy Clerk/ Code Enforcement

Sierra County
Extension Service
PO Box 631
Truth or Consequences, NM
87901
Phone: 575-894-2375
Fax: 575-894-4445



CLOVERLEAF

Your Source for 4-H News and Events



Cooperative Extension Service - New Mexico State University - U.S. Department of Agriculture

TO: City of Truth or Consequences Commission
DATE: March 13, 2023
RE: Turtleback Trails Network

On behalf of the Sierra County Cooperative Extension Office, we are writing to express our support of the Turtleback Trails Network. We are excited to support the planning committee and commit to providing the backing needed to make it a successful effort.

Sierra County Extension focuses on helping people through educational programs in the areas of agriculture, community and economic development, 4-H youth development, Natural Resources and Family and Consumer Sciences.

In order to capitalize on the success of these focus areas, collaboration within the community and various stakeholders is essential. It is crucial for leaders and those with a vision to work hard at providing opportunities to youth and our community members. The Turtleback Trail has the ability to do just that.

The Cooperative Extension Service looks forward to working with the planning committee to provide educational opportunities conservation, recreation and economic development.

Best Regards,

Sara Marta
Sierra County Cooperative Extension Agriculture Agent and Program Director

New Mexico State University is an equal opportunity/affirmative action employer and educator.
NMSU and the U.S. Department of Agriculture cooperating.



IN REPLY REFER TO:
ALB-616
2.3.3.12

United States Department of the Interior

BUREAU OF RECLAMATION
Albuquerque Area Office
555 Broadway NE, Suite 100
Albuquerque, NM 87102-2352



VIA U.S. MAIL AND ELECTRONIC MAIL

Ms. Angela Torres
City Clerk,
505 Sims St
Truth of Consequences, NM 87901
aatorres@torcnm.org

Subject: Turtleback Trails Network Master Plan, Sierra County, New Mexico

Dear Ms. Torres:

Thank you for sending us the Turtleback Trails Network Master Plan for review. Bureau of Reclamation's Recreation Program Policy guides Albuquerque Area Office (AAO) to give full consideration for the inclusion of outdoor recreation opportunities in project planning that is commensurate with public needs and Reclamation responsibilities, objectives, and authorities. Furthermore, AAO uses effective approaches in managing Reclamation's land and water recreation resources in cooperation with non-Federal and Federal partners. Reclamation continues to seek non-Federal partners to manage recreation on its lands, which include the river area from Fish Hatchery to the Caballo Lake State Park northern boundary.

Where Reclamation has land ownership interests, we require a licensing process for evaluation and approval of activities, including associated compliance and permits. We appreciate the early outreach efforts over the last few years, and we are willing to continue working with the Sierra County communities on the proposed projects to help navigate that process. Compliance and permitting includes any authorizations that may be required under the Endangered Species Act, Clean Water Act, National Historic Preservation Act, and National Environmental Policy Act.

Reclamation does have authorization for maintenance of the Rio Grande from Fish Hatchery, just south of Elephant Butte Dam, to Caballo Reservoir under the Rio Grande Project Congressional Authorization (Act of February 25, 1905, ch 798, 33 Stat. 814). Maintenance work by Reclamation is intended to ensure the river channel can effectively pass the mean annual peak flows and to maintain the project facilities.

Because the location of the river put-in/take-out sites, pedestrian trail between Williamsburg and Truth or Consequences, and the footbridges, as currently presented, fall within the Rio Grande floodplain, Reclamation wishes to inform the city that it could be impacted directly by peak river

Ms. Torres

2

flow and/or riverbank erosion and indirectly by river management work from Fish Hatchery to Caballo Reservoir.

If you have any questions, please contact Hannah Schechter at (505) 362-2877 or email hschechter@usbr.gov. Individuals who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or TeleBraille) to access telecommunications relay services.

Sincerely,



Digitally signed by JENNIFER FALER
Date: 2023.03.13 12:21:36 -0800

Jennifer Faler, P.E.
Area Manager

Torres, Angela

From: Christy LaFont <lafontfamily@gmail.com>
Sent: Monday, March 13, 2023 3:58 PM
To: Torres, Angela
Subject: Support for the Turtleback Trails Network Plan

Categories: Agenda Items

Hi there, I just wanted to send my support for the well-researched and very much needed Turtleback Trails Network Plan that will be in front of the City Commision next week. I think that this improvement to our trails network will open opportunities for our local community and our visitors to enjoy the beautiful natural resources that Sierra County is home to. As outlined in the Plan, the Trails network would encourage more conscientious use of our outdoor spaces both for education as well as recreation. This would benefit all ages in our community, and offer our visitors more "to do", which results in longer stays and ultimately brings funds into our local businesses. While we have the funds to make improvements to many aspects of our community I would ask that the accessibility of our outdoor spaces not be ignored, but become part of our overall improvement plan and this proposal is a huge step in that direction. Thank you for your consideration.

Christy LaFont


Torres, Angela

From: Marianne Blaue <marianne@torc.beer>
Sent: Monday, March 13, 2023 5:21 PM
To: Torres, Angela
Subject: Public comment, plz vote yes to support Turtleback Trails Network Plan

Categories: Agenda Items

Hi Commissioners,
Please vote yes to approve the Turtleback Trails Network Plan - it would be a wonderful way to provide more "things to do" for kids in our community and help them get OUTSIDE doing things (rather than drugs). It would be a great quality of life addition for residents who live here exactly because they love the rural, rugged beauty of the area and the outdoors. It extends an already beloved trail system, the healing waters trail, that leads up on the mesa to our wonderful growing veteran's home and memorial, and it is supported by many related groups in town. As a mother and resident, I'm really excited about expanding these trails for our community!! Thank you for your consideration! - Marianne Blaue, mother of Hank, 3yrs old

Cheers,

Marianne Blaue
CEO/Owner
Truth or Consequences Brewing Co.
 [TORC.BEER](https://torc.beer)
 [INSTAGRAM](#)
 [FACEBOOK](#)



March 10, 2023

City of Truth or Consequences

To: Mayor, Amanda Forrister
Mayor Pro-Tem, Rolf Hechler
Commissioner Mitchell
Commissioner Fahl
Commissioner Harrelson

Greetings All,

As the CEO of Sierra Vista Hospital, I am keenly aware of the health benefits derived from outdoor recreation. This includes physical health, emotional health, and behavioral health. If laughter is the best medicine, outdoor exercise and recreation is certainly the next best medicine.

Sierra Vista Hospital fully supports the Turtleback Trails Network in their effort to provide improved outdoor recreation opportunities, river access and the development of trails here in Sierra County.

Our priority at Sierra Vista Hospital is to be a trusted partner providing a modern, sustainable Healthcare system for all through the provision of health services, leadership, and collaboration.

Adopting and implementing the Turtleback Trails Network plan supports our goals and vision for our community and supports a healthy lifestyle.

Respectfully,

Frank Corcoran, CEO
Sierra Vista Hospital

Torres, Angela

From: robert.sanchezlangston <robert.sanchezlangston@gmail.com>
Sent: Tuesday, March 14, 2023 8:29 AM
To: Torres, Angela
Subject: Economic Development and support of Turtleback Trails Plan
Attachments: 26346.jpeg

Categories: Agenda Items

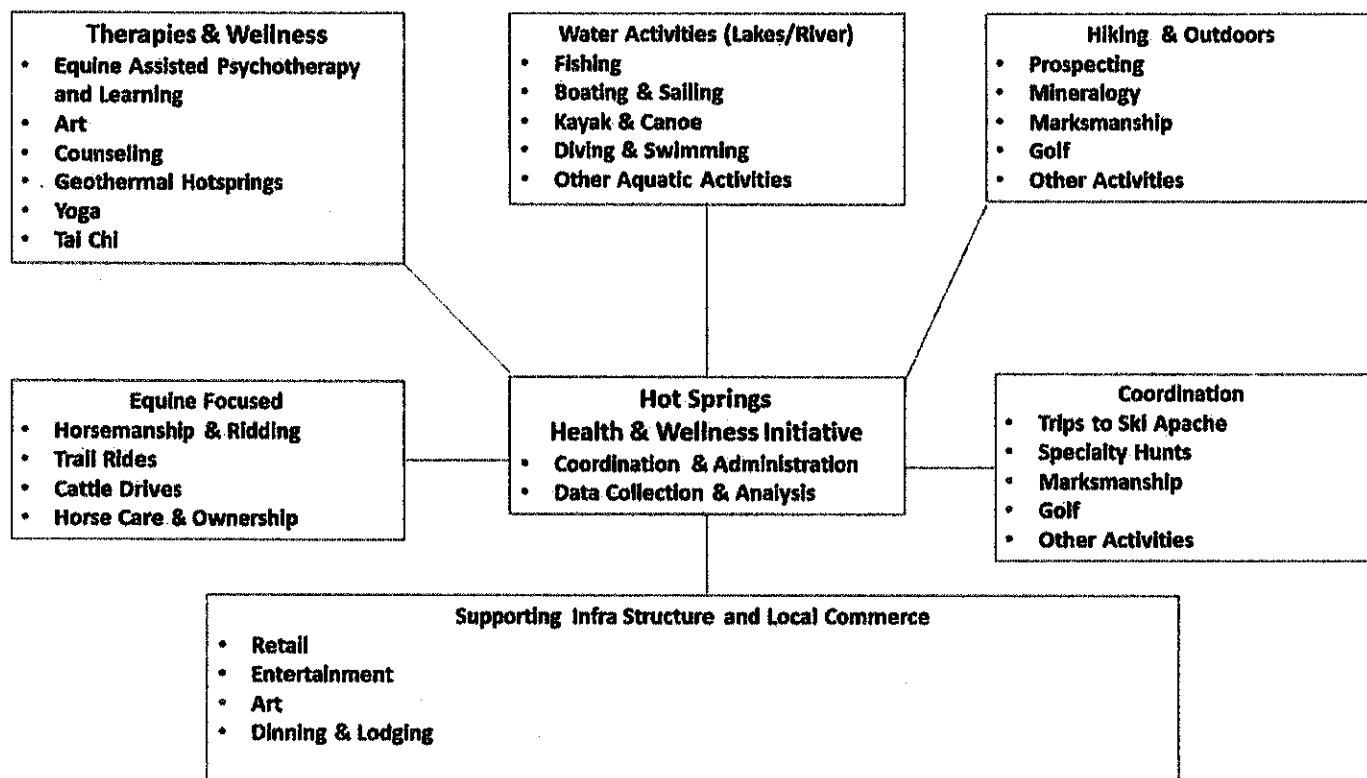
I would like to voice my support for the Turtle Back Trails Plan (TBTP). I will not regurgitate the obvious reasons for supporting this development but I would like to emphasize how it ties to the overall economic development of this area.

I believe our community shows great potential for becoming the Health and Wellness Mecca of the Southwest. Please see the attached chart for an example of the conceptualization of this economic and health/wellness focus. The TBTP fits right in to this type of thinking.

Various health/welfare and recreational programs can be developed and marketed to various customer groups (e.g., military/veterans, human service agencies/nonprofits and corporate retreats/team building) in order to continuously draw individuals and groups to our area to participate in these unique opportunities and contribute to our local economy.

Sincerely,

Robert Sanchez Langston, BSW MSW
Sergeant First Class, United States Army (Retired)



Torres, Angela

From: Lynnette Mondello <Lynn@morningstarsports.com>
Sent: Tuesday, March 14, 2023 8:40 AM
To: Torres, Angela
Subject: Turtleback Trail Plan

Categories: Agenda Items

Hello

We would like to voice our support for the Turtleback Trail Plan.

My husband and I made a loop around Colorado one year. We had brought along our bicycles as we were determined to try out the "riverwalks" in all of the towns where we stopped. We were not disappointed! Every evening when we stopped driving for the day we were able to get out and ride on a multi-use path along a river. Some where longer than others, but all were very enjoyable and many other people were out enjoying the paths along with us. Locals as well as tourists, families with strollers, seniors, and more.

These trails not only bring quality of life to the local community they also add to the activities that tourists can enjoy. Quality of life is important to bringing new residents to our community. Young professionals are looking for places to relocate to start their families in small communities. However, many of them are looking for outdoor amenities. The Trail Plan would also enhance tourism in our community. Many people come into our store, Morning Star Outfitters in Truth or Consequences, asking about hiking and biking trails. Having more for tourists to do will keep them in town longer and will influence their decision to come back and tell other people about the area.

Helping to build the Rio Grande Trail through New Mexico is also an exciting addition to this project. There are many thru hikers every year that hike the long trails in our country. In Silver City we see 300 – 500 Continental Divide hikers every year.

Please consider this project as an asset to our community – for health, quality of life and an untapped addition to tourism.

Sincerely,

Rocky and Lynn Mondello



MORNING STAR
WWW.MORNINGSTARSPORTS.COM
809 N Bullard St
Silver City, NM 88061
575-388-3191
lynn@morningstarsports.com

Torres, Angela

From: Luba Hoffman <satrn4lulu@gmail.com>
Sent: Tuesday, March 14, 2023 10:06 AM
To: Torres, Angela
Subject: The Turtleback Trails Network Plan

Categories: Agenda Items

I'm writing in regard to the Turtleback Trails Network Plan. As a resident of Sierra County and an outdoor/nature enthusiast, I'm super excited about this addition to our community. Over the last couple years, working in hospitality in TorC, the most common questions I receive from visitors relate to interest in outdoor activities. Providing more access and opportunities for outdoor activities will draw many more return guests and support the in-flow and growth of revenue to our community.

Thank you for reading and your consideration when it comes to support of this valuable addition to Sierra , County.

Sincerely,
Luba Hoffman
505-219-9295



March 13, 2023

Angela Torres, City Clerk
City of Truth or Consequences
505 Sims
Truth of Consequences, NM 87901

The Outdoor Recreation Division works to ensure that all New Mexicans gain from the public health, environmental and economic benefits of sustainable outdoor recreation. We measure success by measuring impacts to sustainable economic development, conservation and access, equity, education and the health and wellness of our communities.

Thank you for the opportunity to express our support for the Turtleback Trails Network Master Plan. This exciting venture is precisely the type of planning effort we are enthusiastic to champion and support. We appreciate the incorporation of values from other planning efforts: the New Mexico State Comprehensive Outdoor Recreation Plan, the Rio Grande Trail Master Plan, and T or C's Comprehensive Plan.

We know that access to recreational trails has positive affects on communities. And when a region looks closely at their needs, collects community input and filters that through the expertise of talented professional system planners such as Atilla Bality, Outdoor Recreation Planner with the National Park Service, you are setting a foundation for success.

To be more specific about the positive impacts of sustainable trail system development on communities:

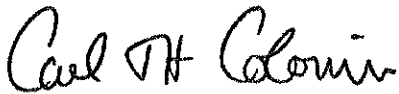
- Access to trails makes communities more attractive places to live. When considering where to move, home buyers rank walking and biking paths as one of the most important features of a deciding to move to a new community.
- Trails provide low or no-cost recreation to families relative to many other recreational and travel options, or services provided by government.
- Trail systems boost spending at local businesses. Communities along trails benefit from the influx of visitors going to restaurants, snack shops and other retail establishments. On longer trails, hotels, bed and breakfasts, and outdoor outfitters benefit.
- Trails influence business location and relocation decisions. Companies often choose to locate in communities that offer a high level of amenities to employees as a means of attracting and retaining top-level workers. Trails can make communities attractive to businesses looking to

expand or relocate both because of the amenities they offer to employees and the opportunities they offer to cater to trail visitors.

- Trails reduce medical costs by encouraging exercise and other healthy outdoor activities. A more physically active community is a more vital community.
- Trails can revitalize depressed areas, creating a demand for space in what were once vacant buildings.
- Trails provide transportation options and cut fuel expenses, offering reliable means of transportation for short distance trips. Nearly half of all car trips are less than 3 miles and more than a quarter are one mile or less.
- Trails increase tax revenues in the communities in which they are located. These benefits generally produce positive economic return on the money invested into trail projects.

Beyond all these documented justifications, access to trails and recreational infrastructure are part of the human experience and part of our history in New Mexico. From ancient trade routes and roads radiating from the thousand-year-old Puebloan ruins at Chaco Canyon, to the Camino Real and Spanish Trails linking our colonial ancestors to the larger world, to the trails we hike, ride horses and motos and bike today, trails always take us somewhere new, keep us healthy and sane, and keep us excited for what's around the next bend.

I am happy to write this letter of support and look forward to working with your community in my capacity with the New Mexico Outdoor Recreation Division.



Carl Colonius
Outdoor Recreation Division
Economic Development Department

Torres, Angela

From: Stacy Hoyt <stacymae508@yahoo.com>
Sent: Tuesday, March 14, 2023 12:05 PM
To: Torres, Angela
Subject: Turtleback trails network plan

Categories: Agenda Items

Greetings from T or C, NM

My name is Stacy Hoyt and I moved here in July, 2022. I am a fan of the Turtleback trails network plan!

Some specifics for me to add my vote for: I would like to see a bridge at Rotary Park and south of Williamsburg that could accommodate one SxS at a time for seasonal use when river crossing is not possible d/t high water. This would allow trail access on both sides of I-25 without taking SxS's on the roads. I would not want it to be for overland vehicles and traditional road vehicles. They can easily get to the other access points.

My husband and I own a Polaris Adventures outfitter business that opens in April for tours and rentals. Staying off the pavement is important to the experience for our renters. Given the type of business that we own, we want to provide the best experiences possible for our tourists but also our residents. This trail system would add to the over all experience allowing those who drive SxS to get out and hike for a bit too.

I would also appreciate designation and labeling of trails that are for foot traffic only. We chose SxS because of the accessibility to the beauty that surrounds us. We are not able to run or hike long distances because of back injuries and chronic pain. We also do not want to 'dust out' anyone hiking. Marking shared trails will remind us to be aware of pedestrians and to keep the dust down.

Before I moved here I always thought of NM as a state that was meant for outdoor activities and and for art. It would be sad if either of those went away for lack of access. It is so hard to get to the other side of the river when the water is high for hikers who may not have the ability to drive all the way to the Turtleback parking area.

I am hoping that this plan gets approved and acted on ASAP.

Thank you,
Stacy Hoyt
T or C Guided Tours
<http://WWW.TorCguidedtours.com>
575-894-3100



PO Box 1072, 301 S Foch St
Truth or Consequences, NM 87901
575-894-1968

March 13, 2023

City of Truth or Consequences

Honorable Mayor, Amanda Forrister, Mayor Pro Tem Hechler, Commissioner Mitchell, Commissioner Fahl, Commissioner Harrelson,

The Sierra County Recreation and Tourism Board supports and participates in the planning of the Turtleback Trail Network Project. Outdoor exercise, access to nature, along with recreational trail opportunities will bring more visitors to Truth or Consequences. (Increase Lodgers Tax & GRT). We promote Truth or Consequences as a Wellness Destination. [City of Truth or Consequences New Mexico: Hot Springs, Cool Town! \(sierracountynewmexico.info\)](http://cityoftruthorconsequencesnm.com). The Turtleback Trail Network will provide additional new outdoor recreation opportunities for local Citizens and Visitors. These opportunities include hiking, walking, running, mountain biking, fishing, rafting, kayaking, birding, etc. Outdoor Recreation aids in mental health and a healthy lifestyle. [Get Outdoors! - Sierra County New Mexico Hiking & Walking Trails near Truth or Consequences & Elephant Butte NM \(sierracountynewmexico.info\)](http://getoutdoorsnm.com)

Respectfully,

Kim Skinner

Kim Skinner

Chairman

Sierra County Recreation & Tourism Advisory Board

www.sierracountynm.info



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Las Cruces District Office
1800 Marquess Street
Las Cruces, New Mexico 88005
<https://www.blm.gov/new-mexico>



In Reply Refer To:
8100 (NML03120)

Ms. Angela Torres
City Clerk
505 Sims St
Truth or Consequences, NM 87901
aatorres@lorennm.org

Subject: Turtleback Trails Network Master Plan, Sierra County, New Mexico

Dear Ms. Torres,

Thank you for including the Bureau of Land Management-Las Cruces District Office in the review process of the Turtleback Trails Network Master Plan. The BLM plans for recreation and visitor services to address issues, concerns, and potential recreational opportunities identified by BLM staff, other agencies, organizations, or the general public. Decisions on the allocation of resources to reach recreation management goals and objectives are documented in land use plans and land use plan amendments.

This area in Sierra County, New Mexico falls within the land use planning area of the Tri-County Resource Management Plan that is currently in development. Once Tri-County is completed and signed, a travel and transportation inventory and management plan for the area must be done. The inventory and plan would identify all existing routes and trails, evaluate them, and that data would be used to help establish a long term, sustainable, multimodal network of routes and trails on BLM lands in Sierra County. Through this route designation process, the BLM would rely on public input for consideration into these decisions, like the proposal put forth in the Turtleback Trails Network Master Plan.

The Bureau of Land Management Las Cruces District Office appreciate the outreach efforts over the last few years, and we are willing to continue working with the Sierra County communities on the proposed projects and to help navigate these processes.

If you have any questions or require additional information, please contact Stephen Haynes, Outdoor Recreational Planner, at (575) 525-4338 or by email at jhaynes@blm.gov.

INTERIOR REGION 7 • UPPER COLORADO BASIN
Colorado, New Mexico, Utah, Wyoming

Sincerely,

Shannon Hurley, Acting

David L. Wallace
Assistant District Manager
Division of Multi-Resources

cc: Attila Bailey- National Park Service Rivers, Trails, & Community Assistance
Program

INTERIOR REGION 7 - UPPER COLORADO BASIN
Colorado, New Mexico, Utah, Wyoming

Torres, Angela

From: James Prendamano <james@prereal.com>
Sent: Tuesday, March 14, 2023 4:09 PM
To: Torres, Angela
Subject: Letter of Support for Turtleback Trails Network Plan

Categories: Agenda Items

To Whom it may concern,

I am writing to you in support of the Turtleback Trails Network Plan as an interested party in the economic growth and development of Truth or Consequences, Williamsburg and Sierra County as a whole. We have made significant investments throughout the county including Sierra Del Rio Golf Course, many residential assets as well as a variety of hospitality and commercial properties. It is critical that we leverage every opportunity to provide and establish connectivity to nature and its immense benefits. Utilizing the county's natural beauty and landscape is a tool unique to this community and should be expanded upon. A top priority for success is significant Economic Development throughout the entire county working to increase tourism and create revenue opportunities for local businesses and increase job opportunities for locals. Improvements to river recreation infrastructure, park improvements, and pedestrian bridges to help the community access public lands. Outdoor Recreation infrastructure is a fundamental part of the overall Economic development landscape and would help to make the community healthier and more connected to nature overall .

Thank you for taking time to consider my stance on the Turtleback Trails Network Plan. I look forward to seeing this community thrive.

--

Keepin it "PreReal"

James Prendamano

Broker

CEO/Owner

PreReal

Prendamano Real Estate, Inc.

7448 Amboy Road

Staten Island, NY 10307

c. 917.417.9233

o. 718.200.7799

www.prereal.com



***Please note my new email address James@PreReal.com**

***Information obtained from sellers, landlords and various sources. All information should be independently verified and is subject to errors and omissions.**

NOTE: This message is intended only for use of the person to whom it is addressed, and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If the reader of this

message is not the intended recipient, or is not the employee or agent responsible for delivering the message and the contents within, to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. We cannot accept liability for any loss or damage caused by this email, any attachments, links or information contained within. If you received this communication in error, please notify us by telephone or e-mail (see above). Thank you.

Torres, Angela

From: Jim Apodaca <topo363@hotmail.com>
Sent: Tuesday, March 14, 2023 8:39 PM
To: Torres, Angela
Subject: Support for more trails and outdoor recreation in T or C

Categories: Agenda Items

Good evening,

I wanted to voice my support for increasing outdoor recreation opportunities and trails in Sierra County. I am an avid running and look forward to more trails to run and walk on. My family including three kids love to mountain bike trails and hike as well. We do float the river and enjoy the parks. If I can help in any way, I am the Recreation Specialist for the Black Range Ranger District on the Gila National Forest in T or C. Please don't hesitate to reach out.

Thank you,
Jim Apodaca
575-740-2996

Sent from my iPhone



Members

NM State Representative
Raymundo Lara

Doña Ana County

City of Las Cruces

City of Sunland Park

City of Anthony

City of Socorro

Socorro County

City of Truth or Consequences

Sierra County

Town of Mesilla

Village of Hatch

Village of Magdalena

Village of Williamsburg

City of Elephant Butte

Lower Rio Grande Public
Water Works Authority

San Antonio Mutual Domestic
Water Consumer Association

Doña Ana Mutual Domestic
Water Consumer Association

Anthony Water & Sanitation
District

Jornada Resource
Conservation &
Development District

March 15, 2023

RE: Turtleback Trails Network

To whom it may concern,

The South Central Council of Governments supports the Turtleback Trails Network. We believe the intent of this project, to support Outdoor Recreation, Health, Economic Development & Tourism, Conservation & Education and Stewardship, will increase the strength and resiliency in our communities.

We support the effort to make improvements and increase access to the Rio Grande for pedestrians and believe this project will complement and improve the economic growth of the community. Should you have any questions please do not hesitate to contact me.

We look forward to working with you as this project proceeds.

Sincerely,

Jay Armijo
South Central Council of Governments
Executive Director

Main Office
P.O. Box 1072
600 Hwy. 195, Suite B & C
Elephant Butte, NM 87935
Phone: 575-744-4857
Fax: 575-744-5021

Jay Armijo, Executive Director
Email: jarmijo@sccog-nm.com
Website: www.sccog-nm.com

Mesilla Office
P.O. Box 297
2231 Avenida de Mesilla
Mesilla, NM 88046-0297
Email: tigoolsby@sccog-nm.com
Ph: 575-524-3262 Ext. 110



March 13, 2023

Angela Torres, City Clerk
City of Truth or Consequences
505 Sims
Truth of Consequences, NM 87901

The Outdoor Recreation Division works to ensure that all New Mexicans gain from the public health, environmental and economic benefits of sustainable outdoor recreation. We measure success by measuring impacts to sustainable economic development, conservation and access, equity, education and the health and wellness of our communities.

Thank you for the opportunity to express our support for the Turtleback Trails Network Master Plan. This exciting venture is precisely the type of planning effort we are enthusiastic to champion and support. We appreciate the incorporation of values from other planning efforts: the New Mexico State Comprehensive Outdoor Recreation Plan, the Rio Grande Trail Master Plan, and T or C's Comprehensive Plan.

We know that access to recreational trails has positive affects on communities. And when a region looks closely at their needs, collects community input and filters that through the expertise of talented professional system planners such as Atilla Bality, Outdoor Recreation Planner with the National Park Service, you are setting a foundation for success.

To be more specific about the positive impacts of sustainable trail system development on communities:

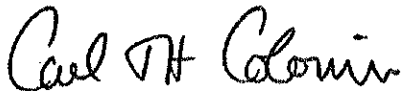
- Access to trails makes communities more attractive places to live. When considering where to move, home buyers rank walking and biking paths as one of the most important features of a deciding to move to a new community.
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expand or relocate both because of the amenities they offer to employees and the opportunities they offer to cater to trail visitors.

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- Trails increase tax revenues in the communities in which they are located. These benefits generally produce positive economic return on the money invested into trail projects.

Beyond all these documented justifications, access to trails and recreational infrastructure are part of the human experience and part of our history in New Mexico. From ancient trade routes and roads radiating from the thousand-year-old Puebloan ruins at Chaco Canyon, to the Camino Real and Spanish Trails linking our colonial ancestors to the larger world, to the trails we hike, ride horses and motos and bike today, trails always take us somewhere new, keep us healthy and sane, and keep us excited for what's around the next bend.

I am happy to write this letter of support and look forward to working with your community in my capacity with the New Mexico Outdoor Recreation Division.



Carl Colonius
Outdoor Recreation Division
Economic Development Department



IN REPLY REFER TO:
ALB-616
2.3.3.12

United States Department of the Interior

BUREAU OF RECLAMATION
Albuquerque Area Office
555 Broadway NE, Suite 100
Albuquerque, NM 87102-2352



VIA U.S. MAIL AND ELECTRONIC MAIL

Ms. Angela Torres
City Clerk,
505 Sims St
Truth of Consequences, NM 87901
aatorres@torcnm.org

Subject: Turtleback Trails Network Master Plan, Sierra County, New Mexico

Dear Ms. Torres:

Thank you for sending us the Turtleback Trails Network Master Plan for review. Bureau of Reclamation's Recreation Program Policy guides Albuquerque Area Office (AAO) to give full consideration for the inclusion of outdoor recreation opportunities in project planning that is commensurate with public needs and Reclamation responsibilities, objectives, and authorities. Furthermore, AAO uses effective approaches in managing Reclamation's land and water recreation resources in cooperation with non-Federal and Federal partners. Reclamation continues to seek non-Federal partners to manage recreation on its lands, which include the river area from Fish Hatchery to the Caballo Lake State Park northern boundary.

Where Reclamation has land ownership interests, we require a licensing process for evaluation and approval of activities, including associated compliance and permits. We appreciate the early outreach efforts over the last few years, and we are willing to continue working with the Sierra County communities on the proposed projects to help navigate that process. Compliance and permitting includes any authorizations that may be required under the Endangered Species Act, Clean Water Act, National Historic Preservation Act, and National Environmental Policy Act.

Reclamation does have authorization for maintenance of the Rio Grande from Fish Hatchery, just south of Elephant Butte Dam, to Caballo Reservoir under the Rio Grande Project Congressional Authorization (Act of February 25, 1905, ch 798, 33 Stat. 814). Maintenance work by Reclamation is intended to ensure the river channel can effectively pass the mean annual peak flows and to maintain the project facilities.

Because the location of the river put-in/take-out sites, pedestrian trail between Williamsburg and Truth or Consequences, and the footbridges, as currently presented, fall within the Rio Grande floodplain, Reclamation wishes to inform the city that it could be impacted directly by peak river

Ms. Torres

2

flow and/or riverbank erosion and indirectly by river management work from Fish Hatchery to Caballo Reservoir.

If you have any questions, please contact Hannah Schechter at (505) 362-2877 or email hschechter@usbr.gov. Individuals who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or TeleBraille) to access telecommunications relay services.

Sincerely,



Digital signed by JENNIFER FALER
Date: 2023.03.13 12:22:00 -0500

Jennifer Faler, P.E.
Area Manager



Sierra Soil and Water Conservation District

2101 South Broadway – Truth or Consequences, NM 87901 – Phone (575) 894-2212

March 13, 2023

Attention: Mayor, Amanda Forrister

To Whom It May Concern:

The Sierra Soil & Water Conservation District writes this letter in support of trail development and outdoor recreation opportunities in Sierra County. We support efforts to control and eradicate invasive species, (such as Salt Cedar), and promote education to the public about responsible conservation practices.

While we do support the idea of this local project, we adamantly oppose the SCORP goal regarding the acquisition of private land for conservation easements, and/or protection through legislation.

Sincerely,

Willard Hall, Chairman







CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: F.2

SUBJECT: Acknowledge Regular Lodgers Tax Advisory Board Minutes, July 24, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 6, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10/11/2023

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, JULY 24, 2023**

REGULAR MEETING

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, July 24, 2023 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Foerstner.

ROLL CALL:

Jake Foerstner, Chairman
Gina Kelley, Vice-Chairman
Linda DeMarino, Member - **Absent**
Victoria Harrington, Member
Jessica MacKenzie, Member

ALSO PRESENT:

Angie Gonzales, City Manager
Tammy Gardner, Executive Assistant
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

Vice Chairman Kelley made a motion to approve the agenda.
Member Harrington seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

- a. Regular Meeting Minutes of May 22, 2023.

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

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

No comments at this time.

4. NEW BUSINESS:

- a. Discussion/Update: Short Term Rentals, City Clerk Torres

City Clerk Torres stated that they are having issues with the reporting part from third-party vendors with regards to the short term rentals. Per the ordinance, they have to send in a monthly certificate that shows how much they're getting in lodger's tax and convention tax each month however they are getting one lump sum check from Airbnb.

Chelsea LeClair stated that they've been trying to reach out to them to help them break it down but they are getting nowhere. They have tried to email them and set up an account on their website. They are

only collecting the 5% and not the 1% so a lot of people are confused on that. They got ahold of another vendor on what they're collecting from them; they're collecting 1.69% tax for the county and the county is not receiving it and the city is not receiving it either. They're collecting the GRT but we don't know where the 1% is going. They wanted to bring this to the board to see what ideas they might have because they've exhausted all avenues.

City Clerk Torres stated that she doesn't know if they need to amend the ordinance to show that short term rentals can report to the city that they are using third party vendor, that they can be exempt from sending in their monthly reporting forms. If not, they just wanted to see if they had any ideas for them.

Vice-Chairman Kelley stated that she had sent them the updated list from Airbnb. She said that what City Clerk Torres and Chelsea have asked is a good idea. She went on to say that they were concerned about the audit. She has talked to others in the state and they stated that the auditors have never really gone after them.

City Clerk Torres stated that she talked to the auditor about this and they said that as long as they're doing everything that they can it would not be an audit finding. She went on to say that there is money coming in but they are unsure as to where it is coming from because they don't put any information. She said that she spoke with the City of Elephant Butte and they are getting an agreement done with Airbnb so she doesn't know that if they do it the same way if Airbnb will at least put an address so that they can connect it.

Chelsea LeClair stated that the other third party vendor is Evolve and they report the address and assign them a number and they are able to track those.

Vice-Chairman Kelley asked if Evolve was collecting lodger's tax or are they just submitting a report, since they are on Airbnb or is Airbnb collecting this.

Chelsea LeClair answered that they are collecting the lodger's tax. They have 2 on their sheet that they are reporting and the owners are also submitting a form with what they think that Evolve is collecting. Airbnb is collecting on average \$5,000 a month; only \$300 is she able to account for.

Vice-Chairman Kelley stated that there should be a section in the contract that says that they can ask them to do an audit but someone told her that Airbnb won't even respond to it.

Member MacKenzie suggested that they send letters to specifically all of the people on the list that Gina Kelley submitted and asking them which third party vendor they are using.

Vice-Chairman Kelley stated that she can identify property owners and addresses,

Chelsea LeClair stated that she has already done this and got no response.

Chairman Foerstner stated that they modeled other cities that did this, and wouldn't Airbnb have to provide this information.

Vice-Chairman Kelley stated that they don't do it anywhere.

City Clerk Torres stated that they tried to do a conference call with Airbnb and they won't give them any information at all.

Chairman Foerstner asked what do the bigger cities do.

City Clerk Torres answered that everyone else is having the same kind of issue.

Chairman Foerstner asked why do they need this information.

City Clerk Torres stated that they want to be in compliance with the ordinance. For this reason, they want the owners to let them know which third party vendor they are using so that they wouldn't have to submit the monthly form. They need to make sure that the owners know that they need to contact Airbnb to make sure that the 1% is being charged or if they're going to charge them separately.

Member MacKenzie stated that given the amount of resistance to doing it with the majority of Airbnb owners/operators, she doesn't foresee that there is going to be a big change in mentality to come into compliance even for the 1%.

Moly Hammer stated that Airbnb is not collecting the 1%.

Chairman Foerstner asked if the 1% is part of the ordinance. He went on to ask about the 1% as he thought the 1% was a temporary tax.

City Clerk Torres answered that it is a permanent tax.

Chairman Foerstner asked what does the 1% go to.

Vice-Chairman Kelley answered that it goes to maintaining the Civic Center. She went on to say that she is happy to help in any way that she can.

Chelsea LeClair stated that they've sent out letters in the utility bills and have gotten no response.

Vice-Chairman Kelley stated that as of this morning, they have 106 Airbnb's in T or C.

Molly Hammer stated that she thinks there is a fear by owners in regards to regulations and maybe that's why they're not coming forward. She suggested to send out letters again and advise the owners that they need the information for the lodger's tax to apply it accordingly and that they will not be penalized in any way.

Executive Assistant Gardner suggested a public forum to educate the owners to educate them on the Airbnb rules and regulations.

City Clerk Torres stated that she just wants everyone to be in compliance and if it means changing it so that they do the monthly reporting then so be it.

Chairman Foerstner wants the City to make it easier on the hotels and short term rentals and it will make it easier on everyone.

Member MacKenzie agreed with Chairman Foerstner.

City Clerk Torres stated that she will start working on something and bring it back to the board for their review.

Vice-Chairman Kelley advised that they can bounce things off of her and that she is always happy to help in any way that she can. She went on to say that she was amazed at the \$26, 884 for 5 months in lodger's tax.

- b. Discussion/Update: T or C/Sierra County Chamber of Commerce 2022-2023 Lodgers Tax Grant Report for Interstate Billboard & Digital Media project.

Cary 'Jagger' Gustin presented his 2022-2023 Lodgers Tax Grant Report stating that the project is now closed and any remaining funds will be returned back to the Lodger's Tax fund.

Chairman Foerstner made a motion to approve and accept the Grant Report.
Member Harrington seconded the motion.
Motion carried unanimously.

- c. Discussion/Update: T or C/Sierra County Chamber of Commerce 2023-2024 Lodgers Tax Grant Application for Community Art Park Billboard.

Cary 'Jagger' Gustin presented the 2023-2024 Lodgers Tax Grant Application for the Community Art Park Billboard.

Chairman Foerstner made a motion to approve and accept the Grant Application for Community Art Park Billboard.
Member Harrington seconded the motion.
Motion carried unanimously.

- d. Discussion/Action: Sierra County Arts Council reimbursement request in FY 22/23.

Cary 'Jagger' Gustin presented the reimbursement request in FY 22/23.

Executive Assistant Gardner stated that it was difficult to keep things straight when the applicants don't get all of their information to her in a timely matter and she just wanted to make sure that the board was ok with it.

Vice-Chairman Kelley stated that whatever is easier for her to do her job was fine. She went on to suggest that Jagger get a price quote from Blue Host for the entire year.

Chairman Foerstner made a motion to approve the reimbursement request in FY 22/23.
Vice-Chairman Kelley seconded the motion.
Motion carried unanimously.

- e. Discussion/Action: Sierra County Arts Council 2022-2023 Lodgers Tax Grant Application for Website Hosting Domain Name Requisition.

Cary 'Jagger' Gustin withdrew the Grant Application for Website Hosting Domain Name Requisition.

Chairman Foerstner made a motion to deny the 22/23 Lodgers Tax Grant Application for Website Hosting Domain Name Requisition due to it already being paid by the Sierra County Arts Council.
Member Harrington seconded the motion.
Motion carried unanimously.

- f. Discussion/Action: MainStreet 2023-2024 Lodgers Tax Grant Application for Desert Ultra

John Masterson presented the Grant Application for Desert Ultra.

Member MacKenzie made a motion to approve 23/24 Lodgers Tax Grant Application for Desert Ultra.
Vice-Chairman Kelley seconded the motion.
Motion carried unanimously.

- g. Discussion/Action: MainStreet 2023-2024 Lodgers Tax Grant Report for Hot Springs Mural

Dean Lamanna made the presentation for 2023-2024 Lodgers Tax Grant Report for Hot Springs Mural.

Chairman Foerstner reminded everyone that they were supposed to add a hashtag or QR code to the mural for tracking purposes.

Member MacKenzie made a motion to approve 23/24 Lodgers Tax Grant Application for Desert Ultra. Vice-Chairman Kelley seconded the motion.
Motion carried unanimously.

h. Discussion/Update: FY 22/23 Expenditure Report, Executive Assistant Gardner

Executive Assistant Gardner read off of a spreadsheet that was included in the agenda packet. She explained that the blank spaces are because of the PO's that have not been paid yet such as the well drilling project because it hasn't started yet and it is a long process due to the state permitting. The same goes for the Elephant Butte Chamber of Commerce.

Vice-Chairman Kelley stated that when they awarded the money to the Elephant Butte Chamber of Commerce and the Uplifting Spirits they were told that they had to spend the money before May 31, 2023. She said that now the money will return to the lodger's tax fund and they will need to reapply. She went on to say that the money that was awarded to the Public Arts Board will remain an open PO until they hear back from the state and can get the well drilled.

Executive Assistant Gardner mentioned that the Veterans Museum had stopped turning in their invoices for their billboard but she didn't notice until she ran the report. She said she has a lot of other duties to fulfill rather than hold everyone's hand through the process.

Chairman Foerstner asked how much money was available for them to spend.

Executive Assistant Gardner answered that she had asked for the financials but didn't have them yet.

City Manager Gonzales stated that she has a cash report and thinks that there is approximately \$493,503.

Executive Assistant Gardner stated that she thinks they are getting too many irons in the fire with breaking it out by project and it's confusing for her. She asked if the ones that have recurring amounts that they know, could they come in at the beginning of the year and make one lump for all of the projects and then if they have a project that comes up within the year, come back again.

Vice-Chairman Kelley stated that they stopped doing that.

Chairman Foerstner stated that they could come in the beginning of the year with multiple projects on the application. He said that he feels as though people aren't putting in as many applications now because they have to show accountability and they don't like that.

Executive Assistant Gardner went on to say that a lot of people don't ask her for applications; they have the application on hand and it is in Word document but it has the wrong FY.

Vice-Chairman Kelley stated that it is not available on the City website for people to be able to download.

Executive Assistant Gardner stated that she will add it. She suggested that maybe they could take the date off of the top and add it into the body of the application, that way when they're filling it out, they can enter the FY.

Member MacKenzie stated that some of the people don't know what FY is.

Vice-Chairman Kelley suggested that they take the year out of it and just put Lodgers Tax Grant Application.

Chairman Foerstner suggested that they add a spot 'For Office Use Only' or other things they can add in order to have a paper trail.

Vice-Chairman Kelley stated that they have guidelines that were approved and adopted by the City Commission and they say that there has to be a brand on everything, so they just have to make sure that people don't bully them into not letting that happen. Radio is exempt from this.

Executive Assistant Gardner stated that she can start sending out the guidelines again as a refresher for everyone so that they can follow the rules and regulations.

Chairman Foerstner agreed that it would be a good idea to do that.

5. COMMENTS FROM THE BOARD

Vice-Chairman Kelley stated that the staff from Virgin Galactic stays in Airbnb's in the City since they have been launching. They are starting to see a real impact at the visitor center due to Virgin Galactic starting their flights more often.


6. COMMENTS FROM STAFF

No comments from the city staff at this time.

7. ADJOURNMENT

There being nothing further, Chairman Foerstner adjourned the meeting.

PASSED AND APPROVED this 25th day of September 2023.



Jake Foerstner, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: F.3

SUBJECT: September 2023 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: October 3, 2023

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for September 2023

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,606,392.70

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 10-11-2023

Accounts Payable Transfer Sheet - 2023-2024 FY
Post Date Ending: 9/8, 9/18, 9/19, 9/22, 9/28

Fund	Fund Description	Fund Totals					GRAND TOTAL TRANSFERS	Fund Numbers
		9/8/2023	9/18/2023	9/19/2023	9/22/2023	9/28/2023		
101	General	\$52,394.85	\$24,899.26		\$90,704.58	\$16,088.96	\$184,087.65	101
201	Local Government Corrections	\$2,135.00	\$11,712.52				\$13,847.52	201
209	State Fire	\$297.15			\$2,236.82	\$274.03	\$2,808.00	209
211	Law Enforcement Protection	\$1,161.75	\$637.76				\$1,799.51	211
214	Lodger's Tax	\$466.67				\$3,419.26	\$3,885.93	214
216	Street Renovation	\$387.90	\$2,369.00		\$845.05	\$400.00	\$4,001.95	216
217	Municipal Recreation						\$0.00	217
260	Fiscal Recovery Funds						\$0.00	260
294	State Library	\$73.29			\$76.05	\$266.78	\$416.12	294
295	Municipal Pool	\$1,761.36	\$40.11		\$631.19	\$97.66	\$2,530.32	295
296	PD-GRT Fund	\$1,359.50				\$468.60	\$1,828.10	296
298	PD-Donations						\$0.00	298
302	Electrical Construction						\$0.00	302
303	Veterans Memorial						\$0.00	303
304	SJOA - Grants						\$0.00	304
305	Capital Improvement General						\$0.00	305
306	Capital Improvement Joint Utility				\$37,000.00		\$37,000.00	306
307	Golf Course Improvements						\$0.00	307
308	USDA -Sweeper						\$0.00	308
309	USDA-Wastewater						\$0.00	309
310	R&R-Emergency						\$0.00	310
311	R&R-Sewer						\$0.00	311
312	R&R-Airport						\$0.00	312
313	R&R-Water						\$0.00	313
314	CDBG - Grant						\$0.00	314
315	CI Reserve- Non Capital Equipment		\$2,492.90				\$2,492.90	315
316	Emergency Reserve						\$0.00	316
320	USDA Water System Improvements				\$563,929.10		\$563,929.10	320
321	Water System Improvements						\$0.00	321
360	NMFA Projects						\$0.00	360
370	Water Trust Board Projects						\$0.00	370
380	Community Development						\$0.00	380
403	Pledge State Tax	\$24.82					\$24.82	403
501	Cemetery				\$674.74		\$674.74	501
502	Utility Office	\$610.45	\$10,264.91		\$749.61	\$466.04	\$12,091.01	502
503	Electric Dept	\$44,998.21	\$2,217.04	\$1,600.00	\$394,168.50	\$6,596.81	\$449,580.56	503
504	Water Dept	\$30,242.38	\$6,438.90		\$6,884.35	\$4,450.75	\$48,016.38	504
505	Solid Waste	\$58,353.27	\$14,443.21		\$28,308.00	\$31,430.58	\$132,535.06	505
506	WasteWater	\$40,614.01	\$29,909.24		\$6,528.78	\$22,071.23	\$99,123.26	506
507	Solid Waste Landfill/Collection						\$0.00	507
508	Golf Course	\$384.33	\$478.85		\$6,177.06	\$901.55	\$7,941.79	508
509	Municipal Airport	\$50.00	\$30,066.55		\$4,397.91	\$124.06	\$34,638.52	509
600	Internal Service Fund		\$476.42		\$2,593.14	\$69.90	\$3,139.46	600
	Grand Total-Accounts Payable	\$235,314.94	\$136,446.67	\$1,600.00	\$1,145,904.88	\$87,126.21	\$1,606,392.70	



Truth or Consequences

EOM AP REPORT

By Fund

Payment Dates 9/1/2023 - 9/30/2023

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
TDS	09012023-2	09/07/2023	GENERAL OPEN PO FY 22/23	101-1018-43780	307.61
SIERRA COUNTY CLERK	09062023	09/07/2023	OPEN PO FOR RECORDING OF...	101-1001-43740	300.00
LEVI EILERS	09062023	09/07/2023	MILAGE REIMBURSEMENT - ...	101-1007-43316	749.11
KAYCIE ROUSH	09062023B	09/07/2023	MEAL REIMBURSEMENT FOR ...	101-1008-42720	63.51
MIKE TORRES DBA CD TECHN...	1012	09/07/2023	IT SERVICE GENERAL FUND OP...	101-1018-48598	5,525.00
POLICARPIO V BUSTAMANTE -...	108.23	09/07/2023	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
NM LEAGUE OF ZONING OFFIC...	1971	09/07/2023	NEW MEXICO LEAGUE OF ZON...	101-1010-43770	35.00
AMAZON CAPITAL SERVICES, I...	19JM-RPVP-71CW	09/07/2023	CARHARTT MENS WORK UTIL...	101-1012-42620	345.90
AMAZON CAPITAL SERVICES, I...	19JM-RPVP-71CW	09/07/2023	RED KAP MENS HI VIS	101-1012-42620	317.94
AMAZON CAPITAL SERVICES, I...	19JM-RPVP-71CW	09/07/2023	RED KAP MENS HI VIS LONG S...	101-1012-42620	309.93
AMAZON CAPITAL SERVICES, I...	19JM-RPVP-71CW	09/07/2023	WRANGLER RIGGS WORKWE...	101-1012-42620	288.48
AMAZON CAPITAL SERVICES, I...	1MDX-DK99-PML6	09/07/2023	FLYING DISCS	101-1006-44607	25.99
AMAZON CAPITAL SERVICES, I...	1MDX-DK99-PML6	09/07/2023	DOOR STOPPERS	101-1006-44607	45.69
AMAZON CAPITAL SERVICES, I...	1MDX-DK99-PML6	09/07/2023	TREAT PUCH	101-1006-44607	24.27
AMAZON CAPITAL SERVICES, I...	1MDX-DK99-PML6	09/07/2023	WHITE NOISE MACHINE	101-1006-44607	9.99
AMAZON CAPITAL SERVICES, I...	1MDX-DK99-PML6	09/07/2023	CARABINERS	101-1006-44607	7.99
AMAZON CAPITAL SERVICES, I...	1MDX-DK99-PML6	09/07/2023	BEHAVIOR CARDS	101-1006-44607	5.76
AMAZON CAPITAL SERVICES, I...	1MDX-DK99-PML6	09/07/2023	TREAT PAIL	101-1006-44607	159.64
AMAZON CAPITAL SERVICES, I...	1MDX-DK99-PML6	09/07/2023	ADOPT ME LEASH SLEEVES	101-1006-44607	31.98
NM MUNICIPAL LEAGUE	2207	09/07/2023	NMML ANNUAL DUES JAMIE ...	101-1008-43770	35.00
OFFICE DEPOT	327275324001, 32727532400...	09/07/2023	OFFICE SUPPLIES	101-1007-44606	334.51
QUILL CORPORATION	34064463, 34064356, 340599...	09/07/2023	SANITIZING WIPES	101-1002-44606	85.99
QUILL CORPORATION	34064463, 34064356, 340599...	09/07/2023	HP 902/XL 4 PACK	101-1002-44606	78.29
QUILL CORPORATION	34064463, 34064356, 340599...	09/07/2023	SURGE PROTECTOR	101-1002-44606	75.59
QUILL CORPORATION	34064463, 34064356, 340599...	09/07/2023	SHARPIE PENS	101-1002-44606	16.01
QUILL CORPORATION	34161148/34221809	09/07/2023	OFFICE SUPPLIES FOR CITY M...	101-1003-44606	18.89
PATTILLO BROWN & HILL, LLP	471149	09/07/2023	ANNUAL AUDIT FY 2022-23 G...	101-1018-48596	3,232.50
TRANS UNION RISK & ALTERN...	485949-202308-1	09/07/2023	TLO SERVICES FOR AUGUST 2...	101-1007-43815	126.00
MPG SERVICES, LLC	6237	09/07/2023	REPAIR A/C UNIT PARTS AND ...	101-1014-43403	838.67
JOSE LUIS SIMENTAL SR	6679	09/07/2023	FUEL EVACUATOR AND PRIMER	101-1012-44607	131.20
KAUFMAN'S WEST, LLC	8275L	09/07/2023	UNIFORM PANTS FOR ACO R...	101-1008-42620	147.80
CHAPARRAL SURVEYING, LLC	8-29-23	09/07/2023	NMGRT	101-1010-48598	1,423.75
CHAPARRAL SURVEYING, LLC	8-29-23	09/07/2023	67 ACRES (+/-) SEC. 4, TOWNS...	101-1010-48598	15,576.25
JAIME F. RUBIN, LLC	9123	09/07/2023	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	6,272.76
JAIME F. RUBIN, LLC	9123	09/07/2023	GRT	101-1000-43597	505.85
VERIZON WIRELESS	9942904351	09/07/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43775	205.15
VERIZON WIRELESS	9942904351	09/07/2023	ANIMAL CONTROL OPEN PO F...	101-1008-43775	123.09
CITY UTILITIES	C-D AUGUST 2023	09/07/2023	GENERAL FUND CYCLE C&D O...	101-1018-43780	10,163.51
CARROT TOP INDUSTRIES, INC.	INV121613	09/07/2023	5X9.5' POLYESTER U.S. FLAG	101-1009-44607	485.97
LASTING PAWS PET MEMORIA...	LC10391-I-0042	09/07/2023	CREAMTION SERVICES	101-1006-48598	866.90
POWER FORD	RO 877607/ TAG 050	09/07/2023	DIAGNOSTIC CHECK ON 2019 ...	101-1007-47420	207.77
XEROX CORP - OLD	09012023	09/08/2023	AIRPORT	101-1004-43465	31.58
XEROX CORP - OLD	09012023	09/08/2023	UTILITY BILLING	101-1004-43465	417.50
XEROX CORP - OLD	09012023	09/08/2023	POLICE DEPT	101-1004-43465	216.81
XEROX CORP - OLD	09012023	09/08/2023	SOLID WASTE	101-1004-43465	30.18
XEROX CORP - OLD	09012023	09/08/2023	ELECTRIC DEPT	101-1004-43465	94.81

EOM AP REPORT

Payment Dates: 9/1/2023 - 9/30/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XEROX CORP - OLD	09012023	09/08/2023	WASTE WATER	101-1004-43465	158.20
XEROX CORP - OLD	09012023	09/08/2023	CITY MANAGER	101-1004-43465	177.74
XEROX CORP - OLD	09012023	09/08/2023	MUNICIPAL COURT	101-1004-43465	214.20
XEROX CORP - OLD	09012023	09/08/2023	FLEET DEPT	101-1004-43465	64.69
XEROX CORP - OLD	09012023	09/08/2023	FIRE DEPT	101-1004-43465	254.92
OFFICE DEPOT	327706329001	09/08/2023	OFFICE MAX BRAND TONER C...	101-1016-44606	328.98
REED'S TIRE CENTER	13314	09/13/2023	265 70/17	101-1014-47420	352.00
SUN VALLEY, INC.	170697/6, 1707226/6, 171179...	09/13/2023	OPEN P.O. FOR SUN VALLEY F...	101-1014-43403	1,187.12
SUN VALLEY, INC.	170724, 170794, 170835, 170...	09/13/2023	OPEN PO FIELD SUPPLIES FY24...	101-1009-44607	199.18
NM MUNICIPAL JUDGES ASSO. 1833		09/13/2023	ALTERNATE MEMBERSHIP DU...	101-1002-43770	75.00
TALON SEPTIC & POTTY SERVI... 1866		09/13/2023	OPEN PO PORTABLE TOILET R...	101-1009-43465	1,000.00
NM MUNICIPAL CLERKS AND F...1893, 2119		09/13/2023	ANGELA TORRES 23-24 DUES	101-1001-43770	100.00
NM MUNICIPAL CLERKS AND F...1893, 2119		09/13/2023	LISA GABALDON 23-24 DUES	101-1001-43770	100.00
ALARM CONTROL TECHNOLOG...30354, 30355		09/13/2023	FIRE ALARM MONITORING OP...	101-1014-47410	53.82
ALARM CONTROL TECHNOLOG...30496, 30495		09/13/2023	FIRE ALARM MONITORING OP...	101-1014-47410	53.82
BELSON OUTDOORS, LLC	336717	09/13/2023	ECONIMIZER 6' BENCH WITH ...	101-1009-44613	412.00
BELSON OUTDOORS, LLC	336717	09/13/2023	ROUTER/ENGRAVING (LETTER...	101-1009-44613	285.00
BELSON OUTDOORS, LLC	336717	09/13/2023	SHIPPING	101-1009-44613	155.81
ARENAS VALLEY ANIMAL CLIN... 81509, 81671, 81762, 82019, ...		09/13/2023	VET SERVICES	101-1006-48598	1,192.45
ALBUQUERQUE PUBLISHING ...	I0001574155-0715	09/13/2023	LEGAL AD FOR RFP FOR ELECT...	101-1004-43740	142.71
BLUE 360 MEDIA, LLC	IN2306197694	09/13/2023	TAX	101-1002-43770	49.58
BLUE 360 MEDIA, LLC	IN2306197694	09/13/2023	NM CRIMINAL & TRAFFIC LAW...	101-1002-43770	256.00
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1001-41226	120.34
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1003-41226	155.72
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1004-41226	305.11
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1007-41226	1,162.29
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1008-41226	114.67
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1009-41226	67.94
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1011-41226	289.39
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1012-41226	123.62
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	101-1016-41226	208.55
LUIS TAVIZON	09032023	09/14/2023	REIMBURSEMENT FOR FUEL	101-1007-43316	76.57
DEANNA KNULL	09112023	09/14/2023	REIMBURSEMENT FOR POSTA...	101-1007-44606	28.75
SIGNET TRAINING GROUP	2023-02C	09/14/2023	CONSTITUTIONAL POLICING T...	101-1008-42720	119.49
BRADY INDUSTRIES, LLC	8306528	09/14/2023	CENTER PULL PAPER HAND T...	101-1014-44607	502.50
BRADY INDUSTRIES, LLC	8306528	09/14/2023	TOILET TISSUE / CASE	101-1014-44607	681.70
WEX BANK	09012023	09/18/2023	WEX FUEL FOR ANIMAL CONT...	101-1008-43316	699.97
WEX BANK	09012023-PD	09/18/2023	WEX FUEL POLICE DEPT - FY 2...	101-1007-43316	6,697.26
INTEGRITY BODY SHOP LLC	132212022	09/18/2023	REPAIRS ON UNIT 12043G PD	101-1007-47420	6,286.59
WEX BANK	91599891	09/18/2023	WEX BANK FUEL CARD OPEN P...	101-1014-43316	1,090.90
SIERRA VISTA HOSPITAL / SIER...083123		09/21/2023	GRT DISTRIBUTION FY 23/24 ...	101-1017-48599	49,151.54
LEVI EILERS	09/10-17/2023	09/21/2023	MILAGE REIMBURSEMENT	101-1007-43316	428.44
SIERRA COUNTY CLERK	09202023	09/21/2023	OPEN PO FOR RECORDING OF...	101-1001-43740	25.00
JET-SON GARAGE & HOBBIE	11987	09/21/2023	PASSENGER REAR WINDOW W...	101-1007-47420	233.28
KATHRYN ELLIOTT DBA CIVILIT...18		09/21/2023	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
NU-WAY LAUNDRY & CLEANE... 38523 & 38690		09/21/2023	NU-WAY CARPET SERVICES O...	101-1014-44607	196.20
SIERRA AUTO/CARQUEST	6016316061	09/21/2023	SUPER GLUE	101-1012-44607	4.99
SIERRA AUTO/CARQUEST	6016-316065	09/21/2023	AIR FILTER	101-1014-47420	27.90
SIERRA AUTO/CARQUEST	6016-316065	09/21/2023	LUBE SPIN-ON	101-1014-47420	5.63
SIERRA AUTO/CARQUEST	6016-316242, 6016-317177, 6...	09/21/2023	SHOP SUPPLIES/FIELD SUPPLI...	101-1012-44607	569.77
SIERRA AUTO/CARQUEST	6016-31652	09/21/2023	22 XTRACLEAR	101-1014-47420	20.36
SIERRA AUTO/CARQUEST	6016-316590	09/21/2023	22 EXTRACLEAR	101-1013-47420	20.36
SIERRA AUTO/CARQUEST	6016-316590	09/21/2023	OIL OW30	101-1013-47420	63.12
SIERRA AUTO/CARQUEST	6016-316591	09/21/2023	OIL FILTER	101-1007-47420	5.42
SIERRA AUTO/CARQUEST	6016-316591	09/21/2023	AIR FILTER	101-1007-47420	9.70

EOM AP REPORT

Payment Dates: 9/1/2023 - 9/30/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	6016-316833	09/21/2023	INT DOOR HANDLE	101-1014-47420	89.19
SIERRA AUTO/CARQUEST	6016-317004	09/21/2023	VAPOR CAN PUR SOL	101-1007-47420	34.16
GRAINGER, INC.	9813235968	09/21/2023	6 FOOT T12 HO FLOURESCENT...	101-1014-43403	205.65
CITY UTILITIES	A-B SEPTEMBER 2023	09/21/2023	GENERAL FUND CYCLE A&B O...	101-1018-43780	4,468.45
CITY UTILITIES	SEPTEMBER 2023	09/21/2023	GENERAL FUND OPEN PO FY2...	101-1018-43780	323.72
BORDER INTERNATIONAL TRU...	X40009886.01	09/21/2023	BULK ORDER OF FILTERS	101-1012-44607	1,915.78
WILSON & COMPANY, INC. E...	116796	09/22/2023	ON CALL GRANT MANAGEMEN...	101-1010-48598	22,058.26
XEROX CORP.	4760563	09/22/2023	CLERKS OFFICE OPEN PO FY23...	101-1001-43465	297.01
XEROX CORP.	4760563	09/22/2023	CITY MANAGER OPEN PO FY2...	101-1003-43465	282.16
XEROX CORP.	4760563	09/22/2023	FINANCE OFFICE OPEN PO FY...	101-1004-43465	514.87
XEROX CORP.	4760563	09/22/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43465	311.86
XEROX CORP.	4760563	09/22/2023	PARKS DEPT OPEN PO FY23/24	101-1009-43465	200.47
XEROX CORP.	4760563	09/22/2023	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	37.12
XEROX CORP.	4760563	09/22/2023	MUNICIPAL COURT OPEN PO ...	101-1040-43465	297.01
TESTON'S FREEWAY CHEVRON	5368	09/22/2023	OPEN PO FY23/24 FUEL PURC...	101-1013-43316	300.29
TESTON'S FREEWAY CHEVRON	5384	09/22/2023	OPEN PO FUEL PURCHASES FY...	101-1009-43316	605.06
TDS	9212023	09/22/2023	GENERAL OPEN PO FY 22/23	101-1018-43780	4,763.68
AGNS CONSTRUCTION LLC	0001	09/27/2023	REPLACE DAMAGEGE TOILET	101-1009-47415	651.00
LEVI EILERS	09/22-24/2023	09/27/2023	MILAGE REIMBURSEMENT NM...	101-1007-43316	214.22
DAVID LANG	09102023	09/27/2023	CIVIC CENTER DEPOSIT REFU...	101-1099-34348	250.00
THE OLIVE TREE CREATIVE AR...	09202023	09/27/2023	CIVIC CENTER DEPOSIT REFU...	101-1099-34348	300.00
SUPERIOR WEED AND PEST LLC	1243	09/27/2023	OPEN PO FOR WEED AND PEST...	101-1009-47415	238.43
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	BALL BEARING	101-1009-47420	37.08
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	DRIVE STAF	101-1009-47420	54.70
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	SHAFT KEY	101-1009-47420	3.13
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	WASHER	101-1009-47420	8.32
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	BUSHING	101-1009-47420	45.70
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	BUSHING	101-1009-47420	8.38
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	BALL BEARING	101-1009-47420	12.02
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	PULLEY	101-1009-47420	70.38
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	PULLEY	101-1009-47420	211.05
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	FREIGHT	101-1009-47420	25.00
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	V-BELT	101-1009-47420	44.10
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	BUSHING	101-1009-47420	26.25
COUFAL-PRATER EQUIPMENT ...	12848897	09/27/2023	IDLER	101-1009-47420	75.34
NM MUNICIPAL JUDGES ASSO.	1611	09/27/2023	JUDGE MEMBERSHIP DUES	101-1002-43770	150.00
AMAZON CAPITAL SERVICES, I...	16D7-1CLM-PPFJ	09/27/2023	21 UNIFORM SHIRTS	101-1006-42620	368.40
EWING IRRIGATION	20383022	09/27/2023	DDCWP-2-9V TORO 2STA	101-1009-44607	617.63
EWING IRRIGATION	20383022	09/27/2023	DDCWP-4-9V TORO 4STA	101-1009-44607	725.88
THE LINE, LLC	2248	09/27/2023	UNIFORM ITEMS FOR CODE E...	101-1008-42620	87.90
NM MUNICIPAL LEAGUE	2677	09/27/2023	NMLZO	101-1008-42720	200.00
LYNN'S LANDSCAPE	700	09/27/2023	PLAYGROUND REMOVAL	101-1009-47415	3,121.20
TURTLEBACK PEST CONTROL, ...	9223	09/27/2023	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,075.24
VERIZON WIRELESS	9944478998	09/27/2023	CITY CLERK OPEN PO FY23/24	101-1001-43775	276.99
VERIZON WIRELESS	9944478998	09/27/2023	MUNICIPAL COURT OPEN PO ...	101-1002-43775	194.53
VERIZON WIRELESS	9944478998	09/27/2023	CITY MANAGER OPEN PO FY2...	101-1003-43775	232.33
VERIZON WIRELESS	9944478998	09/27/2023	FINANCE OPEN PO FY23/24	101-1004-43775	248.93
VERIZON WIRELESS	9944478998	09/27/2023	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.15
VERIZON WIRELESS	9944478998	09/27/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43775	1,178.66
VERIZON WIRELESS	9944478998	09/27/2023	ANIMAL CONTROL OPEN PO F...	101-1008-43775	125.57
VERIZON WIRELESS	9944478998	09/27/2023	PARKS DEPT OPEN PO FY23/24	101-1009-43775	145.07
VERIZON WIRELESS	9944478998	09/27/2023	COMMUNITY DEVELOPEMENT...	101-1010-43775	93.27
VERIZON WIRELESS	9944478998	09/27/2023	STREETS DEPT OPEN PO FY23/...	101-1011-43775	110.74
VERIZON WIRELESS	9944478998	09/27/2023	FLEET DEPT OPEN PO FY23/24	101-1012-43775	85.56
VERIZON WIRELESS	9944478998	09/27/2023	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	127.65
ALBUQUERQUE PUBLISHING ...	I0001568328 & I001568326-0...	09/27/2023	LEGAL AD FOR RFP DWSRF 19...	101-1004-43740	617.02
ALBUQUERQUE PUBLISHING ...	I0001568328 & I001568326-0...	09/27/2023	LEGAL AD FOR RFP MORGAN ...	101-1004-43740	164.90
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1001-41226	120.34
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1003-41226	155.71

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1004-41226	305.12
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1007-41226	1,205.99
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1008-41226	114.67
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1009-41226	67.94
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1011-41226	263.98
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1012-41226	123.62
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	101-1016-41226	208.55
APEX TECHNOLOGIES LLC	30782	09/28/2023	SEMI ANNUAL FEE FOR SECUR...	101-1012-48599	194.74
NEW MEXICO GAS COMPANY, ..	9272023	09/28/2023	NM WORKFORCE CONNECTI...	101-1018-43780	31.65
NEW MEXICO GAS COMPANY, ..	9272023	09/28/2023	GENERAL OPEN PO FY23/24	101-1018-43780	373.94
NEW MEXICO GAS COMPANY, ..	9272023	09/28/2023	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	36.58
Fund 101 - General Total:					184,087.65

Fund: 201 - Corrections

ADMINISTRATIVE OFFICE OF ...	08312023	09/07/2023	PAY DWI /COURT AUTO/JUD /...	201-1903-44805	45.00
SIERRA COUNTY TREASURER	09012023	09/08/2023	OPEN PO - CARE OF PRISONERS	201-1903-48710	2,090.00
SIERRA VISTA HOSPITAL / SIER...	59191C15467, 58348C15467, ...	09/13/2023	OPEN PO - MEDICAL FOR PRIS...	201-1903-48598	11,712.52
Fund 201 - Corrections Total:					13,847.52

Fund: 209 - Fire

MEGAHERTZ COMPUTER CON...	73182	09/07/2023	INTERNET SERVICE/NORTH FI...	209-1603-43775	54.19
CITY UTILITIES	C-D AUGUST 2023	09/07/2023	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	242.96
LYNN'S LANDSCAPE	689	09/21/2023	OPEN PO FOR MONTHLY CLE...	209-1603-47415	471.43
EMERGENCY SERVICES MARK...	91823	09/21/2023	1 YEAR SUBSCRIPTION/PAGER...	209-1603-43815	810.00
CITY UTILITIES	A-B SEPTEMBER 2023	09/21/2023	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	433.30
XEROX CORP.	4760563	09/22/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43465	334.14
TESTON'S FREEWAY CHEVRON	5385	09/22/2023	OPEN PO FOR GAS/FUEL FY 23...	209-1603-43316	187.95
VERIZON WIRELESS	9944478998	09/27/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43775	188.56
NEW MEXICO GAS COMPANY, ..	9272023	09/28/2023	FIRE STATION OPEN PO FY23/...	209-1603-43780	53.82
NEW MEXICO GAS COMPANY, ..	9272023	09/28/2023	FIRE SOUTH STATION OPEN P...	209-1603-43780	31.65
Fund 209 - Fire Total:					2,808.00

Fund: 211 - Law Enforce Prot

THE LINE, LLC	3148, 2175	09/07/2023	UNIFORM, EQUIPMENT, AND ...	211-2003-44573	532.30
THE LINE, LLC	3148, 2175	09/07/2023	UNIFORM, EQUIPMENT, AND ...	211-2003-44615	205.90
KAUFMAN'S WEST, LLC	82741	09/07/2023	UNIFORM PANTS FOR OFFICE...	211-2003-44573	295.60
KAUFMAN'S WEST, LLC	8283L	09/07/2023	EMBROIDERED NAMETAPES F...	211-2003-44573	17.80
WHITEHEAD TRANSPORTATI...	109458	09/08/2023	FULL VEHICLE SERVICE	211-2003-47420	110.15
KAUFMAN'S WEST, LLC	8315L	09/13/2023	UNIFORM ITEMS FOR OFC. G...	211-2003-44573	159.80
SIGNET TRAINING GROUP	2023-02C	09/14/2023	CONSTITUTIONAL POLICING T...	211-2003-42535	477.96
Fund 211 - Law Enforce Prot Total:					1,799.51

Fund: 214 - Lodgers Tax

GERONIMO TRAIL SCENIC BY...	9123	09/07/2023	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
SUNNY 505	001287	09/27/2023	ADVERTISING AND MARKETI...	214-2503-47406	1,158.27
RUANNA WALDRUM	1352	09/27/2023	WEBSITE AND MULTI-MEDIA ...	214-2540-60725	460.99
THE GO TRAVEL SITES	15234	09/27/2023	MEDIA MAINT./UPDATES/AD...	214-2540-60725	1,800.00
Fund 214 - Lodgers Tax Total:					3,885.93

Fund: 216 - Muni Street

SOUTHWEST CONSTRUCTION ...	97110	09/07/2023	SCARE FIRE TEETH FOR 120G ...	216-4503-47420	387.90
B & H OIL CO.	08312023	09/13/2023	RED DIESEL- OPEN PO FY 23/24	216-4503-43316	2,110.95
SUN VALLEY, INC.	171122/6	09/13/2023	3/8" G70 CHAIN	216-4503-47420	21.11
AMAZON CAPITAL SERVICES, I...	1VTG-XPQ7-PNW9	09/13/2023	SAFTEY BOOTS FOR JOHNATH...	216-4503-44615	236.94
SIERRA AUTO/CARQUEST	6016-316360	09/21/2023	HYDRA HOSE BULK	216-4503-47420	233.28
SIERRA AUTO/CARQUEST	6016-316360	09/21/2023	XBO CRIMPS	216-4503-47420	56.00
SIERRA AUTO/CARQUEST	6016-316360	09/21/2023	6G-6MFFOR	216-4503-47420	54.00
SIERRA AUTO/CARQUEST	6016-316360	09/21/2023	6G-6FFORX	216-4503-47420	46.96
TESTON'S FREEWAY CHEVRON	AUG2023	09/22/2023	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	454.81

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REED'S TIRE CENTER	13416	09/27/2023	MOUNT TIRES ON CASE LOAD...	216-4503-47420	400.00
				Fund 216 - Muni Street Total:	4,001.95
Fund: 294 - State Library					
TDS	09012023	09/07/2023	INTERNET SERVICE LIBRARY O...	294-5003-60834	73.29
XEROX CORP - OLD	019628049, 019719681	09/21/2023	XEROX OLD CONTRACT FOR LI...	294-5003-43465	49.32
XEROX CORP.	4760563	09/22/2023	LIBRARY OPEN PO FY23/24	294-5003-43465	26.73
TDS	2023-09-18	09/27/2023	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
VERIZON WIRELESS	9944478998	09/27/2023	LIBRARY OPEN PO FY23/24	294-5003-43775	166.83
				Fund 294 - State Library Total:	416.12
Fund: 295 - Muni Pool					
CITY UTILITIES	C-D AUGUST 2023	09/07/2023	POOL CYCLE C&D OPEN PO F...	295-4803-43780	1,761.36
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	295-4803-41226	40.11
XEROX CORP.	4760563	09/22/2023	POOL OPEN PO FY23/24	295-4803-43465	31.19
TDS	9212023	09/22/2023	POOL OPEN PO FY 22/23	295-4803-43780	600.00
VERIZON WIRELESS	9944478998	09/27/2023	POOL OPEN PO FY23/24	295-4803-43775	28.52
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	295-4803-41226	40.10
NEW MEXICO GAS COMPANY, ..	9272023	09/28/2023	SWIMMING POOL OPEN PO F...	295-4803-43780	29.04
				Fund 295 - Muni Pool Total:	2,530.32
Fund: 296 - PD GRT					
ZIA ELECTRIC	092316	09/07/2023	ELECTRICAL MAINTENANCE IN...	296-2403-44613	1,359.50
THE LINE, LLC	2250	09/27/2023	UNIFORM ITEMS FOR EVIDEN...	296-2403-44613	468.60
				Fund 296 - PD GRT Total:	1,828.10
Fund: 306 - CI Jt Utl					
SIERRA ELECTRIC CO-OP, INC.	2023105	09/21/2023	PROFESSIONAL ENGINEERING ...	306-6103-48598	37,000.00
				Fund 306 - CI Jt Utl Total:	37,000.00
Fund: 315 - CI Reserve					
MIKE TORRES DBA CD TECHN...	1012 PD	09/14/2023	IT EQUIPMENT FOR PD	315-8001-44613	2,492.90
				Fund 315 - CI Reserve Total:	2,492.90
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY, INC. E...	118322	09/21/2023	ENGINEERING SERVICES MSD...	320-6603-80860	25,864.22
SMITHCO CONSTRUCTION INC.	PAY APPLICATION 9 & 10	09/21/2023	MSD WATERLINE CONSTRUCT...	320-6603-80860	538,064.88
				Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:	563,929.10
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTH...	090123	09/07/2023	INTEREST & ADMIN FEES FOR ...	403-1203-90925	24.82
				Fund 403 - Pledge State Total:	24.82
Fund: 501 - Cemetary					
CITY UTILITIES	A-B SEPTEMBER 2023	09/21/2023	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	674.74
				Fund 501 - Cemetary Total:	674.74
Fund: 502 - Util Office - Pool					
CITY UTILITIES	C-D AUGUST 2023	09/07/2023	UTILITY BILLING OFFICE CYCLE..	502-3601-43780	610.45
PITNEY BOWES INC.	3317935669	09/13/2023	UTILITY OFFICE PITNEY BOWES..	502-3601-43770	683.04
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	502-3601-41226	193.46
MRSP LLC	SPMR3792	09/13/2023	SPMR DATAMATIC METER RE...	502-3601-43770	5,874.00
PITNEY BOWES INC.	3318019743	09/14/2023	UTILITY OFFICE PITNEY BOWES..	502-3601-43770	3,514.41
XEROX CORP.	4760563	09/22/2023	UTILITY BILLING OPEN PO FY2...	502-3601-43465	460.37
TESTON'S FREEWAY CHEVRON	5382	09/22/2023	UTILITY OFFICE GAS/OIL OPEN...	502-3601-43316	289.24
VERIZON WIRELESS	9944478998	09/27/2023	UTILITY BILLING OPEN PO FY2...	502-3601-43775	272.58
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	502-3601-41226	193.46
				Fund 502 - Util Office - Pool Total:	12,091.01
Fund: 503 - Electric					
TRIPLE H SOLAR, LLC	0343	08/16/2023	ENGINEERING SERVICES- OPEN..	503-3702-48598	1,600.00
TRIPLE H SOLAR, LLC	0346	09/07/2023	ENGINEERING SERVICES- OPEN..	503-3702-48598	240.00
MARTO ENERGY	090523-01	09/07/2023	POLE REPLACEMENT- WATER ...	503-3702-47415	16,120.78
MIKE TORRES DBA CD TECHN...	1012	09/07/2023	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	425.00
PATTILLO BROWN & HILL, LLP	471149	09/07/2023	ANNUAL AUDIT FY 22-23 ELEC...	503-3702-48596	3,232.50
WESTERN UNITED ELECTRIC	6095800	09/07/2023	167 KVA 1 PHASE PADMOUNT...	503-3702-44607	19,834.41
CITY UTILITIES	C-D AUGUST 2023	09/07/2023	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	5,011.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IRBY SUPPLY CO.	5013698411.001	09/07/2023	KLEIN 51829-1 BUCKET TOOL ...	503-3702-44607	134.17
ZIA ELECTRICAL PRODUCTS	18715	09/13/2023	SOLAR METERS- ELECTRIC	503-3702-44607	1,169.58
MERCHANT JOB TRAINING & ...	7679	09/13/2023	MERCHANTS TESTING- JESUS ...	503-3702-42720	550.00
VERIZON WIRELESS	9943526064	09/13/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	51.44
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	503-3702-41226	446.02
SIERRA ELECTRIC CO-OP, INC.	09052023, 09122023	09/21/2023	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	565.34
SIERRA ELECTRIC CO-OP, INC.	09052023, 09122023	09/21/2023	POWER SERVICES-OPEN PO FY...	503-3702-50795	293,593.89
ALTEC INDUSTRIES, INC	12373259	09/21/2023	MILWAUKEE M18 7/16 HEX 2...	503-3702-44607	375.28
ALTEC INDUSTRIES, INC	12373259	09/21/2023	M18 BATTERY PACK XC5.0	503-3702-44607	382.53
AMAZON CAPITAL SERVICES, I...	1YT6-RXHF-RN4K	09/21/2023	HP LAPTOP	503-3702-44613	498.88
AMAZON CAPITAL SERVICES, I...	1YT6-RXHF-RN4K	09/21/2023	LAPTOP VEHICLE MOUNT	503-3702-44613	129.86
TRI-STATE GENERATION & TR...	304254	09/21/2023	POWER SERVICE- OPEN PO FY...	503-3702-50795	35,666.15
SIERRA AUTO/CARQUEST	6016-316563	09/21/2023	3/4 RATCHET	503-3702-44607	89.93
SIERRA AUTO/CARQUEST	6016-316563	09/21/2023	3/4 EXTENSION	503-3702-44607	36.99
SIERRA AUTO/CARQUEST	6016-316834	09/21/2023	OIL FILTER	503-3702-47420	18.85
SIERRA AUTO/CARQUEST	6016-316834	09/21/2023	FUEL ELEMENT	503-3702-47420	61.10
SIERRA AUTO/CARQUEST	6016-316834	09/21/2023	AIR FILTER	503-3702-47420	25.79
SIERRA AUTO/CARQUEST	6016-316834	09/21/2023	ENGINE AIR FILTER	503-3702-47420	7.97
SIERRA AUTO/CARQUEST	6016-316835	09/21/2023	BLK POLY TRK FLAP	503-3702-47420	19.90
SIERRA AUTO/CARQUEST	6016-316836	09/21/2023	OIL 5W40	503-3702-47420	105.24
WESTERN UNITED ELECTRIC	6096550	09/21/2023	4-HOLE TRANSFORMER TERM...	503-3702-44607	938.88
LANDIS+GYR TECHNOLOGY, I...	90380382	09/21/2023	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,400.00
CITY UTILITIES	A-B SEPTEMBER 2023	09/21/2023	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	156.78
WESTERN AREA POWER ADM...	JJPB1798A0823	09/21/2023	BASE DEMAND & BASE ENER...	503-3702-50795	57,471.26
IRBY SUPPLY CO.	5013693493.001	09/21/2023	CARH FRS160-KH12XLTL M FR	503-3702-42620	477.96
CITY UTILITIES	SEPTEMBER 2023	09/21/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	30.50
XEROX CORP.	4760563	09/22/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43465	133.66
TESTON'S FREEWAY CHEVRON	5386	09/22/2023	GAS/DIESEL FUEL PURCHASES-...	503-3702-43316	1,381.76
TDS	9212023	09/22/2023	ELECTRIC DEPT OPEN PO FY 2...	503-3702-43780	600.00
IRON MAN CONSTRUCTION	09202023	09/27/2023	RERAIR BREAK AWAY BOX- EL...	503-3702-44607	205.70
TWIN PALMS EMBROIDERY, L...	2212-JN	09/27/2023	EMBROIDERY- JESUS NAVARRO	503-3702-42620	30.00
T & E FLOW SERVICES, LLC	789978006	09/27/2023	FIELD SUPPLIES- CRIMPER & C...	503-3702-44607	2,226.69
VERIZON WIRELESS	9944478998	09/27/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	192.01
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	503-3702-41226	446.02
IRBY SUPPLY CO.	5013672862.001	09/27/2023	MEDIUM GLOVES	503-3702-44615	471.84
IRBY SUPPLY CO.	5013672862.001	09/27/2023	LARGE GLOVES	503-3702-44615	707.76
IRBY SUPPLY CO.	5013672862.001	09/27/2023	EXTRA LARGE GLOVES	503-3702-44615	731.52
IRBY SUPPLY CO.	5013691309.001	09/27/2023	6-IN SQUARE SHANK SCREW ...	503-3702-44607	27.84
IRBY SUPPLY CO.	5013691309.001	09/27/2023	CLAW HAMMER	503-3702-44607	38.21
IRBY SUPPLY CO.	5013691309.001	09/27/2023	TRI-PENTA WRENCH	503-3702-44607	208.60
IRBY SUPPLY CO.	5013691309.001	09/27/2023	PLIERS W/BOLT HOLDER	503-3702-44607	144.00
IRBY SUPPLY CO.	5013691309.001	09/27/2023	HARD BODY TOOL BUCKET W...	503-3702-44607	114.68
IRBY SUPPLY CO.	5013691309.001	09/27/2023	5-IN-1 WRENCH	503-3702-44607	116.84
IRBY SUPPLY CO.	5013691309.001	09/27/2023	10-IN ADJUSTABLE WRENCH	503-3702-44607	39.95
IRBY SUPPLY CO.	5013691309.001	09/27/2023	BOLT CUTTER 18"	503-3702-44607	465.51
IRBY SUPPLY CO.	5013691309.001	09/27/2023	3-IN1 IMPACT SOCKET	503-3702-44607	317.50
IRBY SUPPLY CO.	5013691309.001	09/27/2023	10-IN PUMP PLIERS	503-3702-44607	25.80
IRBY SUPPLY CO.	5013691309.001	09/27/2023	12-IN ADJUSTABLE WRENCH	503-3702-44607	57.30
NEW MEXICO GAS COMPANY, ..	9272023	09/28/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	29.04
Fund 503 - Electric Total:					449,580.56
Fund: 504 - Water					
FERGUSON US HOLDINGS, INC.	0509097, 0509148	09/07/2023	1X3 FC REDI-CLAMP 1.32	504-3803-44607	348.24
FERGUSON US HOLDINGS, INC.	0509097, 0509148	09/07/2023	6X15 1B REP CLMP 7.05-7.45	504-3803-44607	1,029.65
FERGUSON US HOLDINGS, INC.	0509097, 0509148	09/07/2023	6X7-1/2 1B REP CLMP 7.05-7...	504-3803-44607	1,110.20
FERGUSON US HOLDINGS, INC.	0509097, 0509148	09/07/2023	3/4 X 6 FC REDI-CLAMP 1.05	504-3803-44607	1,391.52
FERGUSON US HOLDINGS, INC.	0509097, 0509148	09/07/2023	1X6 FC REDI-CLAMP 1.32	504-3803-44607	700.80
FERGUSON US HOLDINGS, INC.	0509097, 0509148	09/07/2023	3/4 X 3 FC REDI-CLAMP 1.05	504-3803-44607	658.32
FERGUSON US HOLDINGS, INC.	0509097, 0509148	09/07/2023	LF 3/4 3H PEP COMP X COMP	504-3803-44607	519.84
FERGUSON US HOLDINGS, INC.	0509608	09/07/2023	FIELD SUPPLIES - WATER	504-3803-44607	2,915.00
TAXATION AND REVENUE	08312023	09/07/2023	WATER CONSERVATION FEE FY...	504-3803-43797	1,565.68

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MIKE TORRES DBA CD TECHN...	1012	09/07/2023	IT SERVICE WATER DEPT OPEN...	504-3803-48598	425.00
BULLOCKS, INC.	4197, 5182, 8974, 7926, 6976, ...	09/07/2023	OPEN PO FIELD SUPPLIES	504-3803-44607	45.24
PATTILLO BROWN & HILL, LLP	471149	09/07/2023	ANNUAL AUDIT FY 22-23 WA...	504-3803-48596	3,232.50
NORTHERN TOOL & EQUIPME...	52468822, 52498446	09/07/2023	FIELD SUPPLIES & TOOLS	504-3803-44607	147.99
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	SHARPIE PERMANENT MARKE...	504-3803-44606	5.67
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	SHARPIE PERMANENT MARKE...	504-3803-44606	3.89
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	4XEM POWER ADAPTER, CAR	504-3803-44606	10.19
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	PILOT G2 RETRACTABLE GEL P...	504-3803-44606	15.40
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	STAPLES 30% COPY PAPER, 20 ...	504-3803-44606	21.34
KING'S LOCKSMITH	8466	09/07/2023	LOCKS & KEYS	504-3803-44607	122.02
GRAINGER, INC.	9798613247	09/07/2023	FIELD SUPPLIES	504-3803-44607	721.42
CITY UTILITIES	C-D AUGUST 2023	09/07/2023	WATER DEPT CYCLE C&D OP...	504-3803-43780	11,347.57
BAKER UTILITY SUPPLY CORP.	INV312663	09/07/2023	BRASS STRAIGHT CPLG 3/4" - ...	504-3803-44607	107.00
BAKER UTILITY SUPPLY CORP.	INV312693	09/07/2023	WRAP CLAMP 0.88 X 6" (3/4" ...	504-3803-44607	976.00
BAKER UTILITY SUPPLY CORP.	INV312693	09/07/2023	BRASS STRAIGHT CPLG 3/4" - ...	504-3803-44607	101.40
BAKER UTILITY SUPPLY CORP.	INV312693	09/07/2023	WRAP CLAMP 0.88 X 3" (3/4" ...	504-3803-44607	552.00
BAKER UTILITY SUPPLY CORP.	INV312924	09/07/2023	NS FULL CIRCLE 06"X15" SING...	504-3803-44607	1,952.50
BAKER UTILITY SUPPLY CORP.	INV314374	09/07/2023	STL FULL CIRCLE 6" X 7.5" - 6....	504-3803-44607	216.00
SUN VALLEY, INC.	170701/6, 170746/6, 170856/...	09/13/2023	OPEN PO FIELD SUPPLIES	504-3803-44607	298.40
GONZALO A ESPARZA	1765	09/13/2023	NEW BOTTOM CUSHION	504-3803-47420	175.00
GONZALO A ESPARZA	1765	09/13/2023	BUCKET SEAT REPAIR	504-3803-47420	350.00
STAPLES CONTRACT & COMM...	8071438187	09/13/2023	ERGODYNE GLOWEAR 8220Z ...	504-3803-44615	31.90
STAPLES CONTRACT & COMM...	8071438187	09/13/2023	V-GARD RATCHET SUSP FULL ...	504-3803-44615	100.00
BAKER UTILITY SUPPLY CORP.	INV313100	09/13/2023	BRASS STRAIGHT CPLG 3/4" - ...	504-3803-10113	253.20
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	504-3803-41226	353.52
INTEGRATION & CONTROL SO...	23-199	09/14/2023	MORGAN/COOK STREET SUP...	504-3803-48598	4,876.88
FERGUSON US HOLDINGS, INC.	0509097-1	09/21/2023	LF 3/4 3H PEP COMP X COMP	504-3803-44607	2,729.16
SIERRA AUTO/CARQUEST	6016-316062	09/21/2023	BATTERY GOLD	504-3803-47420	169.21
SIERRA AUTO/CARQUEST	6016-316144, 6016-317034	09/21/2023	OPEN PO AUTO REPAIRS	504-3803-47420	39.14
SIERRA AUTO/CARQUEST	6016-316587	09/21/2023	LILTREE STRAWBERRY 3	504-3803-47420	22.00
SIERRA AUTO/CARQUEST	6016-316858	09/21/2023	OPEN PO AUTO REPAIRS	504-3803-47420	13.36
SIERRA AUTO/CARQUEST	6016-317056	09/21/2023	OPEN PO AUTO REPAIRS	504-3803-47420	14.94
GONZALO A ESPARZA	9/8/23	09/21/2023	CUSHION REPLACEMENT	504-3803-47420	175.00
GONZALO A ESPARZA	9/8/23	09/21/2023	DRIVER SIDE SEAT REPAIR	504-3803-47420	350.00
CITY UTILITIES	A-B SEPTEMBER 2023	09/21/2023	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	466.50
TESTON'S FREEWAY CHEVRON	47532, 47454, 47466, 47485, ...	09/22/2023	OPEN PO FOR DIESEL/JUNLEA...	504-3803-43316	2,305.04
TDS	9212023	09/22/2023	WATER DEPT OPEN PO FY 22/...	504-3803-43780	600.00
FERGUSON US HOLDINGS, INC.	0511234	09/27/2023	ULTRA-TITE REMOVAL TOOL	504-3803-44607	39.66
FERGUSON US HOLDINGS, INC.	0511234	09/27/2023	MUELLER 3/4 CTS X CTS INSTA...	504-3803-44607	976.40
FERGUSON US HOLDINGS, INC.	0511234	09/27/2023	FORD 3/4 PET/CTS ULTRA-TITE...	504-3803-44607	585.84
DPC INDUSTRIES, INC.	747002043-23	09/27/2023	SUPERFUND TAX	504-3803-44607	2.43
DPC INDUSTRIES, INC.	747002043-23	09/27/2023	HAZMAT AND FUEL	504-3803-44607	84.24
DPC INDUSTRIES, INC.	747002043-23	09/27/2023	CHLORINE CYLINDERS	504-3803-44607	1,404.00
GRAINGER, INC.	9830598281	09/27/2023	SAFETY LABEL: ADHESIVE NO ...	504-3803-47415	32.67
GRAINGER, INC.	9830598281	09/27/2023	SAFETY GLASSES: ANTI-SCRAT...	504-3803-47415	76.68
GRAINGER, INC.	9830598281	09/27/2023	CAUTION SIGN: ALUMINIUM ...	504-3803-47415	162.96
GRAINGER, INC.	9830598281	09/27/2023	SAFETY SIGN: NO UNAUTHORI...	504-3803-47415	161.04
GRAINGER, INC.	9830598281	09/27/2023	SAFETY SIGN: HEARING PROT...	504-3803-47415	80.52
GRAINGER, INC.	9830598281	09/27/2023	SAFETY SIGN: NO SMOKING 14...	504-3803-47415	97.47
GRAINGER, INC.	9830598281	09/27/2023	SAFETY GLASSES: ANTISCRAT...	504-3803-47415	35.52
GRAINGER, INC.	9830598281	09/27/2023	SAFETY GLASSES: ANTI-SCRAT...	504-3803-47415	113.88
VERIZON WIRELESS	9944478998	09/27/2023	WATER DEPT OPEN PO FY23/...	504-3803-43775	69.63
BAKER UTILITY SUPPLY CORP.	INV315008, INV315021	09/27/2023	BAGER M70 1" LOW LEAD ME...	504-3803-44607	165.00
BAKER UTILITY SUPPLY CORP.	INV315008, INV315021	09/27/2023	BRASS MTR CPLG 1" X 2-5/8"...	504-3803-44607	26.50
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	504-3803-41226	336.31
Fund 504 - Water Total:					48,016.38
Fund: 505 - Solid Waste					
MIKE TORRES DBA CD TECHN...	1012	09/07/2023	IT SERVICE SANITATION DEPT ...	505-3904-48598	425.00
NM MUNICIPAL LEAGUE	1639	09/07/2023	ANNUAL DUES JULY 01,2023 - ...	505-3904-43770	100.00
PATTILLO BROWN & HILL, LLP	471149	09/07/2023	ANNUAL AUDIT FY 22-23 SOL...	505-3904-48596	3,232.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF LAS CRUCES	96577	09/07/2023	SCSWA WASTE DISPOSAL	505-3904-45601	53,773.84
CITY UTILITIES	C-D AUGUST 2023	09/07/2023	SANITATION DEPT CYCLE C&D...	505-3904-43780	821.93
AMAZON CAPITAL SERVICES, I...	169C-RDL7-6NXX, 1TXP-D477-...	09/13/2023	UNIFORMS FOR EMPLOYEES	505-3904-42620	3,832.28
SUN VALLEY, INC.	170766/6	09/13/2023	SUPPLIES FOR WATER LINE SET	505-3904-47415	145.46
SUN VALLEY, INC.	170766/6	09/13/2023	DISCOUNT	505-3904-47415	-7.27
SUN VALLEY, INC.	170948/6	09/13/2023	SINK PLUMBING SUPPLIES	505-3904-43403	105.70
SUN VALLEY, INC.	170948/6	09/13/2023	DISCOUNT	505-3904-43403	-5.29
FOXWORTH-GALBRAITH	2192449	09/13/2023	YELLOW PINE PLYWOOD CDX	505-3904-43403	388.92
BORDER RECAPING LLC / B...	23-0103444-003	09/13/2023	02629FC SPREAD AXLE	505-3904-44607	495.00
BORDER RECAPING LLC / B...	23-0103444-003	09/13/2023	02629 SPREAD AXLE	505-3904-44607	2,805.00
BORDER RECAPING LLC / B...	23-0103444-003	09/13/2023	93073555 MCX 20W/RETRAD	505-3904-44607	17.00
BORDER RECAPING LLC / B...	23-0103444-003	09/13/2023	93071102 NAILHOLE W/RETR...	505-3904-44607	27.00
BORDER RECAPING LLC / B...	23-0103444-003	09/13/2023	388FC FINISHED CASING	505-3904-44607	195.00
AUTOZONE STORES, LLC	2529172149	09/13/2023	SP-DEF SHOP PRO DEF	505-3904-44607	287.76
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	505-3904-41226	580.73
BORDER INTERNATIONAL TRU...	X400098343.01	09/14/2023	SVC CALIPER	505-3904-47420	957.48
WEX BANK	91599891-S	09/18/2023	WEX- DIESEL & GASOLINE	505-3904-43316	4,618.44
PARKHILL SMITH & COOPER	04078823.00-5	09/21/2023	MONITORING WELL REPLACE...	505-3904-48599	2,525.74
AMAZON CAPITAL SERVICES, I...	1D7Y-63DP-4HRR & 19RV-PQ...	09/21/2023	FIELD & SANITARY SUPPLIES	505-3904-44607	446.35
SIERRA AUTO/CARQUEST	601-316063	09/21/2023	FLAT WASHER 5/16	505-3904-47420	0.18
SIERRA AUTO/CARQUEST	601-316063	09/21/2023	HUB CAP	505-3904-47420	28.33
SIERRA AUTO/CARQUEST	601-316063	09/21/2023	BOLT M8-1.25X80	505-3904-47420	4.06
SIERRA AUTO/CARQUEST	601-316063	09/21/2023	LUG NUT	505-3904-47420	9.00
AMAZON CAPITAL SERVICES, I...	IHQY-1RVT-PPYX	09/21/2023	CROCODILE CLOTH AUTO CLE...	505-3904-44607	211.18
AMAZON CAPITAL SERVICES, I...	IHQY-1RVT-PPYX	09/21/2023	ZEP IND PURPLE CLEANER & D...	505-3904-44607	231.96
AMAZON CAPITAL SERVICES, I...	IHQY-1RVT-PPYX	09/21/2023	HITHOS LADDER BOOKCASE W...	505-3904-44613	99.99
AMAZON CAPITAL SERVICES, I...	IHQY-1RVT-PPYX	09/21/2023	SHIPPING/HANDLING	505-3904-44613	18.39
CITY UTILITIES	SEPTEMBER 2023	09/21/2023	SANITATION DEPT OPEN PO F...	505-3904-45601	23,656.92
LONESTAR FREIGHTLINER GR...	X200222742.01	09/21/2023	RESERVOIR WSHLD	505-3904-47420	105.72
LONESTAR FREIGHTLINER GR...	X200222742.01	09/21/2023	LATCH- HOOD	505-3904-47420	147.42
XEROX CORP.	4760563	09/22/2023	SOLID WASTE OPEN PO FY23/...	505-3904-43465	222.76
TDS	9212023	09/22/2023	SANITATION	505-3904-43780	600.00
PARKHILL SMITH & COOPER	04089223.00-5	09/27/2023	ON CALL AGREEMENT- RATE S...	505-3904-48599	28,253.36
VERIZON WIRELESS	9944478998	09/27/2023	SANITATION OPEN PO FY23/24	505-3904-43775	165.29
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	505-3904-41226	580.73
BORDER INTERNATIONAL TRU...	X400098805.01	09/27/2023	400A/15E2DF- TRANSYND 668...	505-3904-44607	2,401.88
NEW MEXICO GAS COMPANY, ..	9272023	09/28/2023	RECYCLE CENTER OPEN PO FY...	505-3904-43780	29.32
Fund 505 - Solid Waste Total:					132,535.06

Fund: 506 - WWTP

VILLAGE OF WILLIAMSBURG	08/31/23	09/07/2023	SEWER RECEIPTS FY 23/24 OP...	506-4005-48798	5,210.21
MIKE TORRES DBA CD TECHN...	1012	09/07/2023	IT SERVICE WASTE WATER OP...	506-4005-48598	425.00
HURT FENCE COMPANY LLC	120356	09/07/2023	FENCING EXPANSION FOR WA...	506-4005-48599	19,954.14
HALL ENVIRONMENTAL ANAL...	2306843	09/07/2023	TAX ON LABOR 7.875%	506-4005-48598	19.44
HALL ENVIRONMENTAL ANAL...	2306843	09/07/2023	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANAL...	2306843	09/07/2023	EPA METHOD 624 VOCS	506-4005-48598	100.00
HALL ENVIRONMENTAL ANAL...	2306843	09/07/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
HALL ENVIRONMENTAL ANAL...	2308A01, 2308D22	09/07/2023	SM5210B BOD	506-4005-48598	140.00
HALL ENVIRONMENTAL ANAL...	2308A01, 2308D22	09/07/2023	TAX ON LABOR 7.875%	506-4005-48598	10.68
HALL ENVIRONMENTAL ANAL...	2308B75	09/07/2023	PO FOR NON-STANDARD TEST...	506-4005-44605	252.92
QUILL CORPORATION	34161148/34221809	09/07/2023	BUSINESS CARDS FOR JAMIE ...	506-4005-44606	19.16
BULLOCKS, INC.	4197, 5182, 8974, 7926, 6976,...	09/07/2023	OPEN PO FIELD SUPPLIES	506-4005-44607	45.24
PATTILLO BROWN & HILL, LLP	471149	09/07/2023	ANNUAL AUDIT FY 22-23 WAS...	506-4005-48596	3,232.50
NORTHERN TOOL & EQUIPME...	52468822, 52498446	09/07/2023	FIELD SUPPLIES & TOOLS	506-4005-44607	147.99
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	PILOT G2 RETRACTABLE GEL P...	506-4005-44606	15.40
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	STAPLES 30% COPY PAPER, 20 ...	506-4005-44606	21.34
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	SHARPIE PERMANENT MARKE...	506-4005-44606	5.67
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	SHARPIE PERMANENT MARKE...	506-4005-44606	3.88
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	TRU RED PUSH STAPLE REMO...	506-4005-44606	1.81
STAPLES CONTRACT & COMM...	8071349615	09/07/2023	4XEM POWER ADAPTER, CAR	506-4005-44606	10.19
KING'S LOCKSMITH	8466	09/07/2023	LOCKS & KEYS	506-4005-44607	122.03

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRAINGER, INC.	9798613247	09/07/2023	FIELD SUPPLIES	506-4005-44607	721.41
CITY UTILITIES	C-D AUGUST 2023	09/07/2023	WASTE WATER DEPT CYCLE C...	506-4005-43780	10,000.00
JAMES, COOKE & HOBSON, IN...	090726-SRV	09/13/2023	OPEN PO	506-4005-48598	2,019.34
SUN VALLEY, INC.	170701/6, 170746/6, 170856/...	09/13/2023	OPEN PO FIELD SUPPLIES	506-4005-44607	298.40
HALL ENVIRONMENTAL ANAL...	2308G73	09/13/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANAL...	2308G73	09/13/2023	TAX ON LABOR 7.875%	506-4005-48598	5.34
B & H OIL CO.	55339, 55336	09/13/2023	OPEN PO FOR DIESEL,OIL AND...	506-4005-43316	185.59
STAPLES CONTRACT & COMM...	8071438187	09/13/2023	EXPO DRY ERASE MARKERS 36...	506-4005-44606	33.01
STAPLES CONTRACT & COMM...	8071438187	09/13/2023	V-GARD RATCHET SUSP FULL ...	506-4005-44615	100.00
STAPLES CONTRACT & COMM...	8071438187	09/13/2023	ERGODYNE GLOWEAR 822OZ ...	506-4005-44615	31.90
BAKER UTILITY SUPPLY CORP.	INV314383	09/13/2023	NS 3" AIRVAC MODEL3E	506-4005-47415	13,522.00
BAKER UTILITY SUPPLY CORP.	INV314383	09/13/2023	NS 3" AIRVAC MODEL3E	506-4005-47425	13,522.00
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	506-4005-41226	121.66
SAFETY FLARE, INC.	131618	09/21/2023	MICROCLIP XL 4 GAS MONITOR	506-4005-44607	1,700.00
4 RIVERS EQUIPMENT	1489951	09/21/2023	WINDOW AT532805	506-4005-47420	358.72
SIERRA AUTO/CARQUEST	6016-316144, 6016-317034	09/21/2023	OPEN PO AUTO REPAIRS	506-4005-47420	39.15
SIERRA AUTO/CARQUEST	6016-316587	09/21/2023	AF-LEATHER CAR FRESH	506-4005-47420	18.40
SIERRA AUTO/CARQUEST	6016-316587	09/21/2023	ODOR ELIMINATOR 16 O	506-4005-47420	11.10
SIERRA AUTO/CARQUEST	6016-316589	09/21/2023	BATTERY F&T	506-4005-47420	569.98
CITY UTILITIES	A-B SEPTEMBER 2023	09/21/2023	WASTE WATER DEPT CYCLE A...	506-4005-43780	1,082.29
CITY UTILITIES	SEPTEMBER 2023	09/21/2023	WASTE WATER DEPT OPEN PO...	506-4005-43780	40.00
HALL ENVIRONMENTAL ANAL...	2308H62, 2308D56, 2309223	09/22/2023	EPA METHOD 625 SVOCs	506-4005-48598	450.00
HALL ENVIRONMENTAL ANAL...	2308H62, 2308D56, 2309223	09/22/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	140.00
HALL ENVIRONMENTAL ANAL...	2308H62, 2308D56, 2309223	09/22/2023	TAX ON LABOR 7.875%	506-4005-48598	78.54
HALL ENVIRONMENTAL ANAL...	2308H62, 2308D56, 2309223	09/22/2023	EPA METHOD 624 VOCs	506-4005-48598	200.00
HALL ENVIRONMENTAL ANAL...	2308H62, 2308D56, 2309223	09/22/2023	SM5210B BOD	506-4005-48598	240.00
TESTON'S FREEWAY CHEVRON	47532, 47454, 47466, 47485, ...	09/22/2023	OPEN PO FOR DIESEL/UNLEA...	506-4005-43316	828.78
XEROX CORP.	4760563	09/22/2023	WASTE WATER OPEN PO FY23...	506-4005-43465	171.82
TDS	9212023	09/22/2023	WASTE WATER OPEN PO FY 2...	506-4005-43780	600.00
HALL ENVIRONMENTAL ANAL...	2309358, 2309726	09/27/2023	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANAL...	2309358, 2309726	09/27/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANAL...	2309358, 2309726	09/27/2023	EPA METHOD 625 SVOCs	506-4005-48598	225.00
HALL ENVIRONMENTAL ANAL...	2309358, 2309726	09/27/2023	TAX ON LABOR 7.875%	506-4005-48598	41.94
HALL ENVIRONMENTAL ANAL...	2309358, 2309726	09/27/2023	EPA METHOD 624 VOCs	506-4005-48598	100.00
VERIZON WIRELESS	9944478998	09/27/2023	WASTE WATER DEPT OPEN PO...	506-4005-43775	405.89
STEVE BELL CONSTRUCTION	C18454, C18455	09/27/2023	MOVE METER AT VA CENTER	506-4005-47415	20,948.89
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	506-4005-41226	93.04
NEW MEXICO GAS COMPANY, ..	9272023	09/28/2023	VACUUM STATION OPEN PO F...	506-4005-43780	31.47
Fund 506 - WWTP Total:					99,123.26
Fund: 508 - Golf Course					
AMAZON CAPITAL SERVICES, I...	1TFK-NRL3-QFCL	09/07/2023	HOLE LIGHTS FOR NIGHT GOLF	508-4303-44613	50.97
AMAZON CAPITAL SERVICES, I...	1TFK-NRL3-QFCL	09/07/2023	GLOW GOLF BALLS FOR NIGHT...	508-4303-44613	197.70
AMAZON CAPITAL SERVICES, I...	1TFK-NRL3-QFCL	09/07/2023	RANGE BALLS	508-4303-44613	86.98
TURNER ELECTRIC MOTOR INC	84153	09/07/2023	LABOR ON IRRIGATION PUMP...	508-4303-44607	48.68
SUN VALLEY, INC.	170108/6, 170720/6, 170739/...	09/13/2023	OPEN PO SUN VALLEY AUG 20...	508-4303-44607	414.51
NM RETIREE HEALTH CARE	PPE 2023-09-089	09/13/2023	PPE 2023-09-089	508-4303-41226	64.34
ADMIRAL BEVERAGE CORPOR...	3499217503	09/21/2023	1ST ORDER OF BEER FOR GOLF...	508-4303-44607	83.35
SIERRA AUTO/CARQUEST	6016-316554, 6016-317012	09/21/2023	OPEN PO SIERRA AUTO AUG 2...	508-4303-44607	89.07
CITY UTILITIES	A-B SEPTEMBER 2023	09/21/2023	GOLF COURSE CYCLE A&B OP...	508-4303-43780	2,577.98
XEROX CORP.	4760563	09/22/2023	GOLF COURSE OPEN PO FY23/...	508-4303-43465	152.22
B & H OIL CO.	55525	09/22/2023	BULK FUEL UNLEADED GAS	508-4303-43316	618.89
B & H OIL CO.	55525	09/22/2023	BULK FUEL DIESEL	508-4303-43316	1,152.04
YAMAHA MOTOR FINANCE C...	819654	09/22/2023	OPEN PO ANNUAL FY 23- 24 Y...	508-4303-43465	903.51
TDS	9212023	09/22/2023	GOLF COURSE OPEN PO FY 22...	508-4303-43780	600.00
VERIZON WIRELESS	9944478998	09/27/2023	GOLF COURSE OPEN PO FY23/...	508-4303-43775	80.24
NM RETIREE HEALTH CARE	PPE 2023-09-22	09/27/2023	PPE 2023-09-22	508-4303-41226	64.34
MAGALYS VALENTIN DBA J&B...	273212	09/28/2023	ECO BAC WWPT 40, .5 LBS PA...	508-4303-44607	756.97
Fund 508 - Golf Course Total:					7,941.79
Fund: 509 - Muni Airport					
NMIED PETROLEUM STORAGE ...	317980	09/07/2023	ANNUAL STORAGE TANK FEE ...	509-4403-43770	50.00

EOM AP REPORT

Payment Dates: 9/1/2023 - 9/30/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHAD ROSACKER DBA TECH 45...	1003	09/13/2023	MONTHLY MANAGMENT FEES...	509-4403-48598	17,889.70
D&H UNITED FUELING SOLUT...	931443	09/13/2023	LABOR/TRAVEL/MILEAGE	509-4403-43403	6,490.00
D&H UNITED FUELING SOLUT...	931443	09/13/2023	BOXES/REMOTE FILLS/PIPE/FI...	509-4403-43403	5,686.85
SIERRA AUTO/CARQUEST	6016-316118	09/21/2023	6G-8MB	509-4403-47420	12.41
SIERRA AUTO/CARQUEST	6016-316118	09/21/2023	6G-8FFORX	509-4403-47420	13.31
SIERRA AUTO/CARQUEST	6016-316118	09/21/2023	XBO CRIMPS	509-4403-47420	14.00
SIERRA AUTO/CARQUEST	6016-316118	09/21/2023	HYDRAULIC HOSE	509-4403-47420	105.30
WAFD INSURANCE GROUP, IN...	91823	09/21/2023	AIRPORT INSURANCE RENEW...	509-4403-46732	4,199.43
XEROX CORP.	4760563	09/22/2023	AIRPORT OPEN PO FY23/24	509-4403-43465	53.46
VERIZON WIRELESS	9944478998	09/27/2023	AIRPORT OPEN PO FY23/24	509-4403-43775	124.06
Fund 509 - Muni Airport Total:					34,638.52
Fund: 600 - Internal Serv					
WEX BANK	91599891-F	09/18/2023	GAS & OIL FY 2023-2024	600-7003-43316	476.42
LAWSON PRODUCTS, INC	9310803620	09/21/2023	1(-16) GATES 4 SPIRAL HSE	600-7003-44607	1,037.50
LAWSON PRODUCTS, INC	9310803620	09/21/2023	TRU-TORQ FASTENER ASSOR...	600-7003-44607	799.93
LAWSON PRODUCTS, INC	9310803620	09/21/2023	MISC SCREWS AND SCREW CA...	600-7003-44607	270.90
LAWSON PRODUCTS, INC	9310803620	09/21/2023	1X1 5/16 FEM SWV37 DEGSP...	600-7003-44607	38.88
LAWSON PRODUCTS, INC	9310803620	09/21/2023	1 FERRULE SPIRAL FTG	600-7003-44607	27.42
AMAZON CAPITAL SERVICES, I...	U4Q-CNJ6-NTRW	09/21/2023	EZ SENSOR	600-7003-44607	284.85
XEROX CORP.	4760563	09/22/2023	FLEET DEPT OPEN PO FY23/24	600-7003-43465	133.66
BORDER INTERNATIONAL TRU...	X400098540.01	09/28/2023	FLAP ANTI SPRAY	600-7003-44607	69.90
Fund 600 - Internal Serv Total:					3,139.46
Grand Total:					1,606,392.70

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	184,087.65
201 - Corrections	13,847.52
209 - Fire	2,808.00
211 - Law Enforce Prot	1,799.51
214 - Lodgers Tax	3,885.93
216 - Muni Street	4,001.95
294 - State Library	416.12
295 - Muni Pool	2,530.32
296 - PD GRT	1,828.10
306 - CI Jt Util	37,000.00
315 - CI Reserve	2,492.90
320 - USDA WATER SYSTEM IMPROVEMENTS	563,929.10
403 - Pledge State	24.82
501 - Cemetary	674.74
502 - Util Office - Pool	12,091.01
503 - Electric	449,580.56
504 - Water	48,016.38
505 - Solid Waste	132,535.06
506 - WWTP	99,123.26
508 - Golf Course	7,941.79
509 - Muni Airport	34,638.52
600 - Internal Serv	3,139.46
Grand Total:	1,606,392.70

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	6,778.61
101-1000-43598	PROFESSIONAL SERV-G...	3,238.13
101-1001-41226	RETIREE INSURANCE	240.68
101-1001-43465	RENT OF EQUIPMENT	297.01
101-1001-43740	PRINTING/PUBLISHING	325.00
101-1001-43770	SUBSCRIPTION & DUES	200.00
101-1001-43775	TELEPHONE	276.99
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-43770	SUBSCRIPTION & DUES	530.58
101-1002-43775	TELEPHONE	194.53
101-1002-44606	OFFICE SUPPLIES	255.88
101-1003-41226	RETIREE INSURANCE	311.43
101-1003-43465	RENT OF EQUIPMENT	282.16
101-1003-43775	TELEPHONE	232.33
101-1003-44606	OFFICE SUPPLIES	18.89
101-1004-41226	RETIREE INSURANCE	610.23
101-1004-43465	RENT OF EQUIPMENT	2,175.50
101-1004-43740	PRINTING/PUBLISHING	924.63
101-1004-43775	TELEPHONE	248.93
101-1006-41226	RETIREE INSURANCE	246.24
101-1006-42620	UNIFORMS LINEN-CODE ...	368.40
101-1006-43775	TELEPHONE	110.15
101-1006-44607	FIELD SUPPLIES	311.31
101-1006-48598	PROFESSIONAL SERVICES	2,059.35
101-1007-41226	RETIREE INSURANCE	2,368.28
101-1007-43316	GAS & OIL	8,165.60
101-1007-43465	RENT OF EQUIPMENT	311.86
101-1007-43775	TELEPHONE	1,383.81
101-1007-43815	SOFTWARE	126.00
101-1007-44606	OFFICE SUPPLIES	363.26
101-1007-47420	MAINTENANCE VEHICLE...	6,776.92

Account Summary

Account Number	Account Name	Payment Amount
101-1008-41226	RETIREE INSURANCE	229.34
101-1008-42620	UNIFORMS LINEN-CODE ...	235.70
101-1008-42720	EMPLOYEE TRAINING-C...	383.00
101-1008-43316	GAS & OIL	699.97
101-1008-43770	SUBSCRIPTION & DUES	35.00
101-1008-43775	TELEPHONE	248.66
101-1009-41226	RETIREE INSURANCE	135.88
101-1009-43316	GAS & OIL	605.06
101-1009-43465	RENT OF EQUIPMENT	1,200.47
101-1009-43775	TELEPHONE	145.07
101-1009-44607	FIELD SUPPLIES-MUNI R...	2,028.66
101-1009-44613	NON-CAPITAL ITEMS	852.81
101-1009-47415	MAINTENANCE--REPAIRS..	4,910.63
101-1009-47420	MAINTENANCE VEHICLE...	621.45
101-1010-41226	RETIREE INSURANCE	197.38
101-1010-43770	SUBSCRIPTION & DUES	35.00
101-1010-43775	TELEPHONE	93.27
101-1010-48598	PROFESSIONAL SERVICES	39,058.26
101-1011-41226	RETIREE INSURANCE	553.37
101-1011-43775	TELEPHONE	110.74
101-1012-41226	RETIREE INSURANCE	247.24
101-1012-42620	UNIFORM/LINEN-FLEET...	1,262.25
101-1012-43775	TELEPHONE	85.56
101-1012-44607	FIELD SUPPLIES-FLEET M...	2,621.74
101-1012-48599	OTHER CONTRACTUAL S...	194.74
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	GAS & OIL	300.29
101-1013-47420	MAINTENANCE VEHICLE...	83.48
101-1014-41226	RETIREE INSURANCE	420.86
101-1014-43316	GAS & OIL	1,090.90
101-1014-43403	REGULAR BUILDING MA...	3,306.68
101-1014-43465	RENT OF EQUIPMENT	37.12
101-1014-43775	TELEPHONE	127.65
101-1014-44607	FIELD SUPPLIES-FACILITY...	1,380.40
101-1014-47410	MAINTENANCE CONTRA...	107.64
101-1014-47420	MAINTENANCE-VEHICLE...	495.08
101-1016-41226	RETIREE INSURANCE	417.10
101-1016-44606	OFFICE SUPPLIES	328.98
101-1017-48599	OTHER CONTRACTUAL S...	49,151.54
101-1018-43780	UTILITIES	20,469.14
101-1018-48596	AUDIT CONTRACT	3,232.50
101-1018-48598	PROFESSIONAL SERVICES	5,525.00
101-1040-43465	RENT OF EQUIPMENT	297.01
101-1099-34348	RENT OF PUBLIC FACILIT...	550.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	45.00
201-1903-48598	PROFESSIONAL SERVICES	11,712.52
201-1903-48710	CARE OF PRISONERS-CO...	2,090.00
209-1603-43316	GAS & OIL	187.95
209-1603-43465	RENT OF EQUIPMENT	334.14
209-1603-43775	TELEPHONE	242.75
209-1603-43780	UTILITIES	761.73
209-1603-43815	SOFTWARE LIC/SOFTWA...	810.00
209-1603-47415	MAINTENANCE--REPAIRS..	471.43
211-2003-42535	EMPLOYEE TRAINING	477.96
211-2003-44573	UNIFORM & EQUIPMENT	1,005.50
211-2003-44615	SAFETY EQUIPMENT	205.90
211-2003-47420	MAINTENANCE-VEHICLE...	110.15
214-2503-47406	PROMOTIONAL/ADVERT...	1,158.27

Account Summary

Account Number	Account Name	Payment Amount
214-2540-60725	GRANTS TO SUB-RECIPI...	2,727.66
216-4503-43316	GAS & OIL	2,565.76
216-4503-44615	SAFETY EQUIPMENT	236.94
216-4503-47420	MAINT.VEHICLE/FURN/...	1,199.25
294-5003-43465	RENT OF EQUIPMENT	76.05
294-5003-43775	TELEPHONE	166.83
294-5003-60834	STATE LIBRARY GRANT-S...	173.24
295-4803-41226	RETIREE INSURANCE	80.21
295-4803-43465	RENT OF EQUIPMENT	31.19
295-4803-43775	TELEPHONE	28.52
295-4803-43780	UTILITIES-MUNI POOL	2,390.40
296-2403-44613	NON-CAPITAL ITEMS	1,828.10
306-6103-48598	PROFESSIONAL SERVICES	37,000.00
315-8001-44613	NON CAPITAL EQUIPME...	2,492.90
320-6603-80860	INFRASTRUCTURE	563,929.10
403-1203-90925	COMMITMENTS & OTHE...	24.82
501-1803-43780	UTILITIES	674.74
502-3601-41226	RETIREE INSURANCE	386.92
502-3601-43316	GAS & OIL	289.24
502-3601-43465	RENT OF EQUIPMENT	460.37
502-3601-43770	SUBSCRIPTIONS & DUES	10,071.45
502-3601-43775	TELEPHONE	272.58
502-3601-43780	UTILITIES	610.45
503-3702-41226	RETIREE INSURANCE	892.04
503-3702-42620	UNIFORM/LINEN-ELECTR..	507.96
503-3702-42720	EMPLOYEE TRAINING-EL...	550.00
503-3702-43316	GAS & OIL	1,381.76
503-3702-43465	RENT OF EQUIPMENT	133.66
503-3702-43770	SUBSCRIPTION & DUES	1,400.00
503-3702-43775	TELEPHONE	243.45
503-3702-43780	UTILITIES	6,393.01
503-3702-44607	FIELD SUPPLIES	26,950.39
503-3702-44613	NON-CAPITAL ITEMS	628.74
503-3702-44615	SAFETY EQUIPMENT	1,911.12
503-3702-47415	MAINTENANCE--REPAIRS..	16,120.78
503-3702-47420	MAINTENANCE-VEHICLE...	238.85
503-3702-48596	AUDIT CONTRACT	3,232.50
503-3702-48598	PROFESSIONAL SERVICES	2,265.00
503-3702-50795	WHOLESALE POWER CO...	386,731.30
504-3803-10113	WATER	253.20
504-3803-41226	RETIREE INSURANCE	689.83
504-3803-43316	GAS & OIL	2,305.04
504-3803-43775	TELEPHONE	69.63
504-3803-43780	UTILITIES	12,414.07
504-3803-43797	WATER CONSERVATION...	1,565.68
504-3803-44606	OFFICE SUPPLIES	56.49
504-3803-44607	FIELD SUPPLIES-WATER ...	19,926.77
504-3803-44615	SAFETY EQUIPMENT	131.90
504-3803-47415	MAINTENANCE--REPAIRS..	760.74
504-3803-47420	MAINTENANCE-VEHICLE...	1,308.65
504-3803-48596	AUDIT CONTRACT	3,232.50
504-3803-48598	PROFESSIONAL SERVICES	5,301.88
505-3904-41226	RETIREE INSURANCE	1,161.46
505-3904-42620	UNIFORM/LINEN-SOLID...	3,832.28
505-3904-43316	GAS & OIL	4,618.44
505-3904-43403	REGULAR BUILDING MA...	489.33
505-3904-43465	RENT OF EQUIPMENT	222.76
505-3904-43770	SUBSCRIPTION & DUES	100.00

Account Summary

Account Number	Account Name	Payment Amount
505-3904-43775	TELEPHONE	165.29
505-3904-43780	UTILITIES	1,451.25
505-3904-44607	FIELD SUPPLIES-SOLID ...	7,118.13
505-3904-44613	NON-CAPITAL ITEMS	118.38
505-3904-45601	WASTE DISPOSAL	77,430.76
505-3904-47415	MAINTENANCE--REPAIRS..	138.19
505-3904-47420	MAINTENANCE-VEHICLE...	1,252.19
505-3904-48596	AUDIT CONTRACT	3,232.50
505-3904-48598	PROFESSIONAL SERVICES	425.00
505-3904-48599	OTHER CONTRACTUAL S...	30,779.10
506-4005-41226	RETIREE INSURANCE	214.70
506-4005-43316	GAS & OIL	1,014.37
506-4005-43465	RENT OF EQUIPMENT	171.82
506-4005-43775	TELEPHONE	405.89
506-4005-43780	UTILITIES	11,753.76
506-4005-44605	CHEMICALS/LABORATO...	252.92
506-4005-44606	OFFICE SUPPLIES	110.46
506-4005-44607	FIELD SUPPLIES-WASTE...	3,035.07
506-4005-44615	SAFETY EQUIPMENT	131.90
506-4005-47415	MAINTENANCE--REPAIRS..	34,470.89
506-4005-47420	MAINTENANCE-VEHICLE...	997.35
506-4005-47425	OTHER MAINTENANCE-...	13,522.00
506-4005-48596	AUDIT CONTRACT	3,232.50
506-4005-48598	PROFESSIONAL SERVICES	4,645.28
506-4005-48599	OTHER CONTRACTUAL S...	19,954.14
506-4005-48798	VILLAGE OF WILLIAMS...	5,210.21
508-4303-41226	RETIREE INSURANCE	128.68
508-4303-43316	GAS & OIL	1,770.93
508-4303-43465	RENT OF EQUIPMENT	1,055.73
508-4303-43775	TELEPHONE	80.24
508-4303-43780	UTILITIES	3,177.98
508-4303-44607	FIELD SUPPLIES	1,392.58
508-4303-44613	NON-CAPITAL ITEMS	335.65
509-4403-43403	REGULAR BUILDING MA...	12,176.85
509-4403-43465	RENT OF EQUIPMENT	53.46
509-4403-43770	SUBSCRIPTION & DUES	50.00
509-4403-43775	TELEPHONE	124.06
509-4403-46732	GENERAL LIABILITY INSU...	4,199.43
509-4403-47420	MAINTENANCE VEH/EQU..	145.02
509-4403-48598	PROFESSIONAL SERVICES	17,889.70
600-7003-43316	GAS & OIL	476.42
600-7003-43465	RENT OF EQUIPMENT	133.66
600-7003-44607	FIELD SUPPLIES	2,529.38
Grand Total:		1,606,392.70

Project Account Summary

Project Account Key	Payment Amount
None	1,606,392.70
Grand Total:	1,606,392.70



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: G.1

SUBJECT: Resolution No. 14 23/24 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: October 4, 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. 14 23/24 Budget Adjustment Requests for Fiscal Year 2023-2024

Attachments:

Resolution No 14 23/24

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC agendas 10-11-2023



RESOLUTION NO. 14 23/24

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

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

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

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

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

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

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

PASSED, ADOPTED and APPROVED this **11th day of October, 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: 2023-24 10/11/2023
DFA Resolution Number: 14 23/24
BAR NUMBER 1

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1099-37371	Donation	Revenue	\$ -	\$ 400		\$ 400	Animal Shelter Donations - for Shelter Needs
1	101	101-1006-44607	Field Supplies	Expense	\$ 13,000.00	\$ 400		\$ 13,400	Animal Shelter Donations - for Shelter Needs
2	101	101-1099-37374	Surplus Auction	Revenue	\$ -	\$ 843		\$ 843	Auction Proceeds from 8/30/23
2	101	101-1006-47420	Maint. Veh/Equip	Expense	\$ 500	\$ 843		\$ 1,343	Auction Proceeds from 8/30/23
2	503	503-3702-37374	Surplus Auction	Revenue	\$ -	\$ 270		\$ 270	Auction Proceeds from 8/30/23
2	503	503-3702-44607	Field Supplies	Expense	\$ 130,000	\$ 270		\$ 130,270	Auction Proceeds from 8/30/23
2	504	504-3803-37390	Property Sales	Revenue	\$ -	\$ 2,256		\$ 2,256	Auction Proceeds from 8/30/23
2	504	504-3803-44615	Safety Equipment	Expense	\$ 3,000	\$ 2,256		\$ 5,256	Auction Proceeds from 8/30/23
3	101	101-1099-37380	Misc Revenue	Revenue	\$ -	\$ 6,000		\$ 6,000	Increase due to unexpected revenue
4	101	101-1099-32380	Local/State Grants	Revenue	\$ 662,019	\$ 39,800		\$ 701,819	JAG Grant 22-JAG-TORC-SFY24 for PD
4	101	101-1007-44613	Non Capital	Expense	\$ -	\$ 39,800		\$ 39,800	JAG Grant 22-JAG-TORC-SFY24 for PD
5	101	101-1099-32380	Local/State Grants	Revenue	\$ 701,819	\$ 445,500		\$ 1,147,319	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places
5	101	101-1006-80805	Capital Improvements Buildings & Structures	Expense	\$ -	\$ 445,500		\$ 445,500	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places
5	101	101-1006-44613	Non Capital	Expense	\$ -	\$ 4,500		\$ 4,500	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places
6	101	101-1009-80845	Capital Improvements Equipment	Expense	\$ -	\$ 615,375		\$ 615,375	Ralph Edwards Park Project - roll over PO's from FY22/23
7	101	101-1009-45555	Misc Exp	Expense	\$ -	\$ 5,000		\$ 5,000	Clean & Beautiful Grant
8	101	101-1012-80845	Capital Improv. Equip.	Expense	\$ 30,000	\$ 11,000		\$ 41,000	2 Furnaces for Service Center
9	216	216-4503-80810	Other Capital Vehicles	Expense	\$ 130,000	\$ 70,000		\$ 200,000	Water Truck price increased
10	298	298-2103-37394	PD Donations	Revenue	\$ -	\$ 1,300		\$ 1,300	Donations for Shop with a Cop
10	298	298-2103-45607	Misc. Exp.	Expense	\$ 9,036	\$ 1,300		\$ 10,336	Donations for Shop with a Cop
11	304	304-4903-32010	State Agency on Aging	Revenue	\$ 100,000	\$ 35,000		\$ 135,000	SJOA FY24 Junior Bill Appropriation
12	216	216-7025-32386	Local/State Grants	Revenue	\$ 204,000	\$ 40,800		\$ 244,800	DFA 23-ZH5050-21 Matching Fund Award for FHADOT Vision Zero Safety Plan
13	312	312-7028-32375	Other State Grants	Revenue	\$ -	\$ 20,000		\$ 20,000	TCS-24-01 Airfield Maintenance & Consumables Grant
13	312	312-7028-44607	Field Supplies	Expense	\$ -	\$ 22,000		\$ 22,000	TCS-24-01 Airfield Maintenance & Consumables Grant - \$2,000 Local Match
13	312	312-7028-39935	Transfer In	Revenue	\$ -	\$ 2,000		\$ 2,000	TCS-24-01 Airfield Maintenance & Consumables Grant - \$2,000 to cover Local Match
13	101	101-1099-49930	Transfer Out	Expense	\$ 472,820	\$ 2,000		\$ 474,820	TCS-24-01 Airfield Maintenance & Consumables Grant - \$2,000 to cover Local Match
<p>ATTEST:</p> <p>Angela Torres, Clerk-Treasurer (Date)</p> <p>Amanda Forrister, Mayor (Date)</p>									

DOCUMENT #1

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, September 26, 2023 9:37 AM
To: Manning, Tara; Procurement; Kerin Salcedo
Subject: FANIMAL SHELTER DONATIONW; Receipt #R00319514
Attachments: BP-70C36_20230926_102117.pdf

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, September 25, 2023 2:12 PM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00319514

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

DATE : 9/25/2023 3:11 PM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00319514
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 9/22/2023 212.75
101-1099-34343 -212.75

DON CITY DONATION
ANIMAL SHELTER DONATION- SHELTER NEEDS CURRY 9/22/2023 200.00
101-1099-37371 -200.00

Check 200.00 REF:1096
Cash 212.75



Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Susan Curry

Mailing Address: 615 W 1st

City: Tacc State: NM Zip: 87901

Email: N/A

Phone: N/A

Donation Information

Total Amount Enclosed: \$ 200.00

Please circle one of the following:

☒ Check

☐ Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

☒ Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 528

Donation Received

Name: Tara Manning

Signature: Tara Manning

Date: 9/25/2023

AR CODE- DON

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, October 4, 2023 10:30 AM
To: Manning, Tara; Kerin Salcedo; Procurement
Cc: Renfro, Sonya
Subject: ANIMAL SHELTER DONATION 10/3/2023 SHELTER NEEDS RE: Receipt #R00320650
Attachments: BP-70C36_20231004_110238.pdf

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, October 4, 2023 9:49 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00320650

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

DATE : 10/4/2023 10:46 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00320650
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 10/3/2023 160.63
101-1099-34343 -160.63

DON CITY DONATION
ANIMAL SHELTER DONATION 10/3/2023 SHELTER NEEDS 200.00
101-1099-37371 -200.00

Check 200.00 REF:11165
Cash 160.63



Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Dwight Gillespie

Mailing Address: 11211 Jade Spring

City: San Antonio State: TX Zip: 78249

Email: n/a

Phone: 210-1694-5029

Donation Information

Total Amount Enclosed: \$ 200.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: mailed check

Receipt Number: 549

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 10/3/2023

AR CODE- DON

DOCUMENT #2

Receipt Number: R00316770

Save and Close

Print Receipt

Email Receipt

Print Screen

Help

Receipt Number: R00316770

General

Transactions

Payments

Journal

Documents

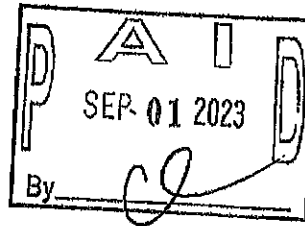
Transaction	Amount	Entity	Account	Transaction Type
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
SURPLUS AUCT	843.58	ANIMAL SHELTER AUCTION VENTURE VAN 8/30/23	R00316770	Miscellaneous Receipt Payment
WATER AUCTIO	78.58	WATER SCRAP GENERATOR AUCTION 8/30/2023	R00316770	Miscellaneous Receipt Payment
WATER AUCTIO	163.58	WATER SCRAP BARREL OF WATER METER AUCTION 8/30/2023	R00316770	Miscellaneous Receipt Payment
WATER AUCTIO	36.08	WATER S-10 PICKUP AUCTION 8/30/2023	R00316770	Miscellaneous Receipt Payment
WATER AUCTIO	78.58	WATER SMALL YELLOW BEAR MACHINE AUCTION 8/30/2023	R00316770	Miscellaneous Receipt Payment
WATER AUCTIO	1,353.58	WATER FORD 1997 AUCTION 8/30/2023	R00316770	Miscellaneous Receipt Payment
WATER AUCTIO	546.08	WATER DUMP TRUCK AUCTION 8/30/2023	R00316770	Miscellaneous Receipt Payment
ELECTRIC AUC	269.87	ELECTRIC TELEPHONE POLES AUCTION 8/30/2023	R00316770	Miscellaneous Receipt Payment
Summary Totals				
		\$3,369.93		

Willard Hall Auctions
P.O. Box 155
Williamsburg, NM 87942
575/740-0757 FAX: 575/894-2165
Cell phone: 575/894-2339

BAIRD AND SHAW AUCTION Page: 1
Consignment Sales - Detail Wed Aug 30 18:10:36 2023

Consignment: 56
Consignor: CITY OF T OR C
T OR C, NM 87901

Lot#	Description	Quan	Bid#	Comm.	Unit Price	Price
8	56-scrap generator WPAUCT	1	777			85 100.00
9	56 scrap barrels of water mete	2	777		100.00	170 200.00
10	56small s-10 pickup	1	777			42 5050.00
11	56 small yellow bear machine	1	777			85 100.00
920	56 FORD 1997	1	977			360 1600.00
923	56 C50 DUMP TRUCK	1	763			552 5050.00
927	56 VENTURE VAN GAUCT	1	969			850 1000.00
1176	TELEPHONE POLES EIAUCT	100	802		3.25	276 325.00



Total for this Consignment 4025.00

85.00
170.00
42.50
85.00
1,360.00
552.50
850.00
276.25
3,421.25
3,421.25
51.32
3,369.93

15%
LESS: Commissions 603.75
Sales Tax 51.32

655.07

Total Auction Charges 655.07

Net Amount 3369.93

0.00 *
85.00 *
6.42 *
78.58 *
170.00 *
6.42 *
163.58 *
42.50 *
6.42 *
36.08 *
85.00 *
6.42 *
78.58 *
1,360.00 *
6.42 *
1,353.58 *
552.50 *
6.42 *
546.08 *
850.00 *
6.42 *
843.58 *
276.25 *
6.42 *
269.83 *
3,369.93 *

68-6033

DOCUMENT #3

GL Account: 101-1099-37380

Save and Close

Save and New

Delete

Print Screen

Help

101-1099-37380

Fiscal

Balance: -6 021.86

MISCELLANEOUS REVENUE

7/1/2023 - 6/30/2024

Pending: 0.00

General

Segmentation

Report Groups

Notes

Authorization

Budget

Summary

Detail

Period Distributio

Adjustments

Budget Notes

History

Detail

Period Activity

Post Date	Packet	Description	Amount	Module
8/7/2023	GLPKT17687	10 CERTIFIES @ \$7.00 EA NORTHERN NM PROPERTIES LLC 306 N LUCKY MISCELLANEOUS INCOME	-70.00	Cashiering
8/11/2023	GLPKT17702	AMEZCUSA 1308 TIN ST CERTIFIES 22 @ \$7.00 EA MISCELLANEOUS INCOME	-154.00	Cashiering
8/18/2023	GLPKT17741	TITLE TRANSFER TITLE 401 MCADOO ST MISCELLANEOUS INCOME TITLEVEST AGENCY LLC	-20.00	Cashiering
8/28/2023	GLPKT17793	PLAT AMENDMENT- 400-410 VAN PATTEN- PTY2 TORC LLC CERT X 11 MISCELLANEOUS INCOME	-77.00	Cashiering
8/30/2023	GLPKT17820	630 CHARLES LIEN - RECORDING FEE MISCELLANEOUS INCOME RIO INVESTMENTS LTD CO DBA EKMAR	-50.00	Cashiering
8/30/2023	GLPKT17820	630 CHARLES ST LIEN ADDITIONAL MONEY MISCELLANEOUS INCOME RIO INVESTMENTS LTD CO DBA EKMAR	-2,379.92	Cashiering
8/30/2023	GLPKT17820	630 CHARLES LIEN ATTORNEY FEE MISCELLANEOUS INCOME RIO INVESTMENTS LTD CO DBA EKMAR	-81.38	Cashiering
8/30/2023	GLPKT17820	630 CHARLES LIEN PROPERTY ABATEMENT MISCELLANEOUS INCOME RIO INVESTMENTS LTD CO DBA EKMA	-3,134.57	Cashiering
9/12/2023	GLPKT17895	PROFESSOR JAMES E PFANDER- COPY OF DOC MISCELLANEOUS INCOME PFANDER	-4.99	Cashiering
10/3/2023	GLPKT18030	LIEN- 201 CHERRY LANE- RECORDING FEE - HINKLEY MISCELLANEOUS INCOME HINKLEY	-50.00	Cashiering
Totals			-6,021.86	

DOCUMENT #4

DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU
REQUEST FOR REIMBURSEMENT

Invoice Number: #1
Invoice Date: N/A

For the period of: Aug 1 to Aug 31

I. Program Identification

A. Sub-grant Number: 22-JAG-TORC-SFY24
B. Contact Person: Louis Tavizon, Chief of Police; Traci Alvarez, Assistant
C. Telephone: 575-894-1204; 575-952-0565
D. E-mail Address: ltavizon@torcnm.org; talvarez@torcnm.org

E. Sub-recipient: Truth or Consequences Police Department
F. Sub-recipient Address: 507 Mcadoo, Truth or Consequences, NM 87901
(Remit To Address)

Budget Categories	Current Approved Budget	Prior Expenditures	Expenditures This Request	Remaining Balance
Personnel Services - 200	\$ -	\$ -	\$ -	\$ -
Fringe Benefits - 200	\$ -	\$ -	\$ -	\$ -
Contractual Services - 300	\$ -	\$ -	\$ -	\$ -
Travel - 400	\$ -	\$ -	\$ -	\$ -
Equipment - 400	\$ 38,800.00	\$ -	\$ -	\$ 38,800.00
Supplies - 400	\$ -	\$ -	\$ -	\$ -
Confidential Funds - 400	\$ -	\$ -	\$ -	\$ -
Other Costs - 400	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
TOTAL	\$ 39,800.00	\$ -	\$ -	\$ 39,800.00

- II. Program Income (PI) = All income generated as a direct result of a Sub-recipient funded project shall be deemed program income (e.g., any training fees generated from a conference would be considered PI). PI may be used to further program objectives or may be refunded to the GMB. PI may only be used for allowable programs costs; if the cost is allowed under the Sub-grant Agreement, then the cost is allowable using PI. All PI must be expended prior to the Sub-grant Agreement termination date or it must be refunded to the GMB.

Program Income	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D Balance
PI Received	\$ 0 -	\$ -	\$ -	\$ -	\$ -
PI Expended	\$ 0 -	\$ -	\$ -	\$ -	\$ -
Balance	\$ 39,800.00	\$ -	\$ -	\$ -	\$ -

- III. Certification: Under penalty of law, I/we hereby certify that to the best of our knowledge and belief, the above information is correct: expenditures are properly documented, required matching funds have been obligated in the reported amount, documentation attached are true and correct copies of the original, and reimbursement has not been and will not be received from any other source.

Sub-recipient Program Rep.: 

Date: 8/31/23

Sub-recipient Fiscal Rep.: 

Date: 8/31/23

GMB Representative: _____

Date: _____

For GMB Use Only

Sub-grant Period: _____ to _____ PO No. _____ % of Award Expended: 0
Reports Current: YES ☐ NO ☐ Hold Warrant: YES ☐ NO ☐ Deliver Warrant To: _____

For DPS Purchasing Use Only

DOCUMENT #5

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF TRUTH OR CONSEQUENCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 199, Section 28, Paragraph 460, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

- 23-H3214
- **APPROPRIATION AMOUNT: \$450,000.00**
- **APPROPRIATION REVERSION DATE: June 30, 2027**
- Laws of 2023, Chapter 199, Section 28, Paragraph 460
- **FOUR HUNDRED FIFTY THOUSAND (\$450,000.00),**
- to plan, design, construct, furnish and equip a kennel building for the animal shelter in Truth or Consequences in Sierra county;

The Grantee's total reimbursements shall not exceed **FOUR HUNDRED FIFTY THOUSAND \$450,000.00** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, **FOUR THOUSAND FIVE HUNDRED \$4,500.00**, which equals **FOUR HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED \$445,500.00** (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- vi. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF TRUTH OR CONSEQUENCES
Name: Amanda Forrister
Title: Mayor
Address: 505 Sims St., Truth or Consequences, NM 87901
Email: amanda.forrister@torcum.org
Telephone: 575-894-6673

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF TRUTH OR CONSEQUENCES
Name: Kristie Wilson
Title: Finance Director
Address: 505 Sims St., Truth or Consequences, NM 87901
Email: kwilson@torcum.org
Telephone: 575-894-6673

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Alison Gillette
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Allison.Gillette@dfa.nm.gov
Telephone: 505-69-7311

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2027** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are not expended and an expenditure has not occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement Early Termination Includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(ii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Reporting.

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month, that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or
- iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS, REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or

indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, CITY OF TRUTH OR CONSEQUENCES may immediately terminate this Agreement by giving Contractor written notice of such termination. CITY OF TRUTH OR CONSEQUENCES's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against CITY OF TRUTH OR CONSEQUENCES or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CITY OF TRUTH OR CONSEQUENCES or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF TRUTH OR CONSEQUENCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF TRUTH OR CONSEQUENCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTED

Signature of Official with Authority to Bind Grantee

Lies of Truth or Consequences

Entity Name

for By: Amanda Forrister (Rolf Hechler)
(Type or Print Name)

Its: Mayor (Mayor Pro-Tem)
(Type or Print Title)

September 27, 2023

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Wesley Billingsley

D001C24B85B4E9...

By:

Its: Division Director

10/2/2023

Date

DOCUMENT #6



Truth or Consequences

My Budget Report

Account Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Fund: 101 - General

Expense

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1009-40110	135,229.00	135,229.00	7,564.00	102,701.09	0.00	32,527.91	75.95 %
101-1009-40115	27,310.00	22,310.00	0.00	0.00	0.00	22,310.00	0.00 %
101-1009-40125	5,000.00	9,700.00	531.36	7,351.57	0.00	2,348.43	75.79 %
101-1009-40140	0.00	920.00	0.00	3,794.58	0.00	-2,874.58	412.45 %
101-1009-41205	10,387.00	10,387.00	493.76	6,974.66	0.00	3,412.34	67.15 %
101-1009-41210	2,429.00	2,429.00	115.48	1,631.16	0.00	797.84	67.15 %
101-1009-41215	13,929.00	13,929.00	687.88	10,107.23	0.00	3,821.77	72.56 %
101-1009-41225	17,999.00	17,999.00	541.20	9,080.77	0.00	8,918.23	50.45 %
101-1009-41226	15,528.00	15,528.00	200.36	2,928.49	0.00	12,599.51	18.86 %
101-1009-41235	270.00	270.00	0.00	73.25	0.00	196.75	27.13 %
101-1009-41240	50.00	50.00	11.50	32.12	0.00	17.88	64.24 %
101-1009-41785	3,556.00	3,556.00	0.00	2,459.63	0.00	1,096.37	69.17 %
101-1009-42620	2,500.00	2,500.00	0.00	2,100.77	0.00	399.23	84.03 %
101-1009-42720	2,000.00	2,000.00	0.00	741.54	0.00	1,258.46	37.08 %
101-1009-43316	15,000.00	15,000.00	602.83	9,434.31	0.00	5,565.69	62.90 %
101-1009-43403	3,500.00	3,500.00	1,302.00	3,564.27	0.00	-64.27	101.84 %
101-1009-43465	20,000.00	20,000.00	1,200.71	14,729.44	0.00	5,270.56	73.65 %
101-1009-43770	1,800.00	1,800.00	0.00	1,800.00	0.00	0.00	100.00 %
101-1009-43775	2,800.00	2,800.00	144.70	1,741.37	0.00	1,058.63	62.19 %
101-1009-44606	500.00	500.00	0.00	352.72	0.00	147.28	70.54 %
101-1009-44607	41,500.00	28,717.00	592.34	23,933.77	0.00	4,783.23	83.34 %
101-1009-44609	1,500.00	1,500.00	0.00	437.07	0.00	1,062.93	29.14 %
101-1009-44613	5,000.00	19,679.00	773.36	19,591.16	0.00	87.84	99.55 %
101-1009-44615	0.00	173.00	0.00	172.60	0.00	0.40	99.77 %
101-1009-47415	74,000.00	48,019.00	900.00	48,018.11	0.00	0.89	100.00 %
101-1009-47420	15,000.00	10,000.00	16.66	3,649.29	0.00	6,350.71	36.49 %
101-1009-48599	5,500.00	7,000.00	0.00	4,599.32	0.00	2,400.68	65.70 %
101-1009-80805	0.00	28,471.00	0.00	28,470.75	0.00	0.25	100.00 %
101-1009-80845	0.00	662,019.00	0.00	46,644.68	0.00	615,374.32	7.05 %
Expense Total:	422,287.00	1,085,985.00	15,678.14	357,115.72	0.00	728,869.28	32.88%
Fund: 101 - General Total:	422,287.00	1,085,985.00	15,678.14	357,115.72	0.00	728,869.28	32.88%
Report Total:	422,287.00	1,085,985.00	15,678.14	357,115.72	0.00	728,869.28	32.88%



Truth or Consequences

My Budget Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 09/30/2023

Fund: 101 - General

Revenue

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1099-30311	FRANCHISE TAX	52,000.00	52,000.00	0.00	22,850.10	0.00	-29,149.90	43.94 %
101-1099-30312	GROSS RECEIPTS (HOSPITAL)	280,000.00	280,000.00	0.00	106,509.95	0.00	-173,490.05	38.04 %
101-1099-30314	GROSS RECEIPTS-MUN.GEN.	1,500,000.00	1,500,000.00	0.00	461,543.15	0.00	-1,038,456.85	30.77 %
101-1099-30316	1/4% MGRT (POLICE)	140,000.00	140,000.00	0.00	67,991.41	0.00	-72,008.59	48.57 %
101-1099-30318	PROPERTY-CURRENT	175,000.00	175,000.00	0.00	2,671.85	0.00	-172,328.15	1.53 %
101-1099-30319	PROPERTY-PRIOR YEAR	12,000.00	12,000.00	0.00	2,167.28	0.00	-9,832.72	18.06 %
101-1099-30325	GROSS RECEIPTS-MUN.DIST	1,900,000.00	1,900,000.00	0.00	584,428.03	0.00	-1,315,571.97	30.76 %
101-1099-30326	MOTOR VEHICLE-REGIST.	22,000.00	22,000.00	0.00	4,778.71	0.00	-17,221.29	21.72 %
101-1099-30394	LODGERS TAX ADMIN FEE	60,287.00	60,287.00	0.00	0.00	0.00	-60,287.00	0.00 %
101-1099-32365	AOC/JID COMPUTER SYSTEM	500.00	500.00	0.00	0.00	0.00	-500.00	0.00 %
101-1099-32380	Local / State Grants/Loans-JIAC GRANTS <i>LE. Park</i>	662,019.00	662,019.00	0.00	0.00	0.00	-662,019.00	0.00 %
101-1099-32381	NM BEAUTIFICATION GRANT	5,000.00	5,000.00	0.00	0.00	0.00	-5,000.00	0.00 %
101-1099-32387	OBD/DWI SATURATION	12,382.00	12,382.00	0.00	0.00	0.00	-12,382.00	0.00 %
101-1099-32392	STATE-SMALL CITIES ASSIST	300,000.00	300,000.00	0.00	0.00	0.00	-300,000.00	0.00 %
101-1099-33331	ANIMAL LICENSES	1,500.00	1,500.00	105.00	370.00	0.00	-1,130.00	24.67 %
101-1099-33334	BUSINESS LICENSE/REGIST.	17,500.00	17,500.00	105.00	840.00	0.00	-16,660.00	4.80 %
101-1099-33335	LIQUOR LICENSES	3,500.00	3,500.00	0.00	250.00	0.00	-3,250.00	7.14 %
101-1099-33338	OTHER LICENSES & PERMITS	3,000.00	3,000.00	100.00	470.00	0.00	-2,530.00	15.67 %
101-1099-34343	ANIMAL POUND FEES	70,000.00	70,000.00	7,998.29	27,735.59	0.00	-42,264.41	39.62 %
101-1099-34346	PRINTING/COPYING FEES	1,200.00	1,200.00	438.00	1,054.00	0.00	-146.00	87.83 %
101-1099-34348	RENT OF PUBLIC FACILITIES	73,000.00	73,000.00	2,549.46	667,450.38	0.00	594,450.38	914.32 %
101-1099-34355	OTHER CHARGES FOR SERVICE	6,000.00	6,000.00	3,734.82	3,734.82	0.00	-2,265.18	62.25 %
101-1099-34377	PD TORC SCHOOL RESOURCE OFFICER	59,000.00	59,000.00	0.00	0.00	0.00	-59,000.00	0.00 %
101-1099-35362	COURT FINES OTHER	500.00	500.00	88.00	304.00	0.00	-196.00	60.80 %
101-1099-36373	INTEREST INCOME	1,000.00	1,000.00	0.00	752.64	0.00	-247.36	75.26 %
101-1099-36410	NM STO INVESTMENT INCOME	2,000.00	2,000.00	0.00	938.11	0.00	-1,061.89	46.91 %
101-1099-37371	DONATION	0.00	0.00	0.00	200.00	0.00	200.00	0.00 %
101-1099-37374	SURPLUS AUCTION PROCEEDS	0.00	0.00	843.58	843.58	0.00	843.58	0.00 %
101-1099-37380	MISCELLANEOUS REVENUE	1,000.00	1,000.00	4.99	5,971.86	0.00	4,971.86	597.19 %
101-1099-37384	COMMUNICATIONS USE LEASE REIMB	645,000.00	645,000.00	0.00	0.00	0.00	-645,000.00	0.00 %
101-1099-37390	PROPERTY SALES	30,000.00	30,000.00	0.00	0.00	0.00	-30,000.00	0.00 %

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
REGIONAL RECREATION CENTERS/QUALITY OF LIFE GRANT - EXHIBIT 2

Notice of Obligation to Reimburse Grantee # 1

DATE: 4/13/23

TO: Department Representative: Alison Gillette, Project Manager

FROM: Grantee Entity: City of Truth or Consequences

Grantee Official Representative: Traci Alvarez, Assistant City Manager

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: 22-ZG1023-7

Grant Termination Date: 6/30/25

As the designated representative of the Department for Grant Agreement number 22-ZG1023-7 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: Cooperative Education Services (Creative Recreational Designs #17-011AN-C142-ALL)

Third Party Obligation Amount: \$ 158,611.75

Vendor or Contractor: Cooperative Education Services (BCL Enterprises, Inc. #2020-04N-C108-4)

Third Party Obligation Amount: \$ 81,375.00

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount: \$ 449,019.00

The Amount of this Notice of Obligation: \$ 239,986.75

The Total Amount of all Previously Issued Notices of Obligation: \$ 0.00

The Total Amount of all Notices of Obligation to Date: \$ 239,986.75

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: Alison Gillette

Title: Project Manager

Signature: _____

Date: _____

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and City of Truth or Consequences, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 412, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

22-G3024 \$213,000.00 APPROPRIATION REVERSION DATE: June 30, 2026
Laws of 2022, Chapter 53, Section 30, Paragraph 412, Two Hundred Thirteen Thousand Dollars and Zero Cents (\$213,000.00), to construct and equip playground and park improvements in Ralph Edwards park in Truth or Consequences in Sierra county;

**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:** 78106-R1**Date:** 07/01/2023**Requisition #:** 89895**Vendor #:** 7379

ISSUED TO: COOPERATIVE EDUCATIONAL SERVICES
10601 RESEARCH RD. SE
ALBUQUERQUE, NM 87123-

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	1		LABOR	101-1009-80845		70,000.00	75,950.00
			REMOVAL OF EXISTING SURFACING, INSTALLATION OF 300 LINEAR FEET OF CONCRETE CURB AROUND PLAYGROUND, INSTALLATION OF PLAYGROUND, EWF SURFACING AND FITNESS EQUIPMENT				
2	1		MOBILIZATION AND BOND FEES	101-1009-80845		5,000.00	5,425.00
			RALPH EDWARDS PARK PLAYGROUND AND EXERCISE EQUIPMENT				
			BASED ON CREATIVE RECREATIONAL DESIGNS, INC. QUOTE #23151				
			CES CONTRACT #2020-04N-C108-4				
			VENDOR: BCL ENTERPRISES, INC.				
			NM DFA REG RECREATIONS QUALITY OF LIFE GRANT 22-ZG1023-7				
			PLEASE FIND ATTACHED: NOO, SIGNED GRANT AGREEMENT, AND QUOTE				
			COMMISSION APPROVED 3-8-23				

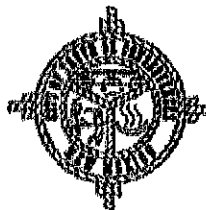
SUBTOTAL:	75,000.00
TOTAL TAX:	6,375.00
SHIPPING:	0.00
TOTAL	81,375.00

Chief Purchasing Office: _____ **Date:** _____

Director of Finance: Requisition approved electronically.

City Manager: Requisition approved electronically.

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

**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:** 78101-R1**Date:** 07/01/2023**Requisition #:** 89890**Vendor #:** 7379

ISSUED TO: COOPERATIVE EDUCATIONAL SERVICES
 10601 RESEARCH RD. SE
 ALBUQUERQUE, NM 87123-

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	SL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1		PLAYGROUND EQUIPMENT	101-1009-80845		95,000.00	95,000.00
			PLAYWORLD DESIGN #350-2259: 2-12 PLAYGROUND COMPOSITE, 2 BAY SWINGS, COSMIC WARP CLIMBER, TURTLE CLIMBER, DUO SEESAW, TURTLE AND DUCK RIDERS, COMPOSITE 350-1716 FOR 5-12, 3 AGE SIGNS, AND 2 BENCHES				
2	1		FREIGHT FOB	101-1009-80845		6,500.00	6,500.00
3	1		FIBER SYSTEM 112	101-1009-80845		11,500.00	11,500.00
			12 INCHES OF ENGINEERED WOOD FIBERS AND FIBERFELT, 4800 SQ FT, 11 MATS				
4	1		FREIGHT FOB	101-1009-80845		4,025.00	4,025.00
5	1		GREENFIELDS OUTDOOR FITNESS EQUIPMENT	101-1009-80845		53,065.00	53,065.00
			DESIGN INCLUDES: SGR022-03K 4-PERSON PENDULUM, ABS & DIP STATION, SGR026-03K 2-PERSON CROSS COUNTRY SKI, SGR042-03 2-PERSON BACK & ARMS COMBO, SGR048AW-03 2-PERSON ACCESSIBLE CHEST PRESS, SGR048C-03 2PERSON COMBO LAT & PULL VERTICAL PRESS, SGR077-03K 8 PERSON LINEAR COMBO, SGR104-03KIG INGROUND 4 PERSON LEG PRESS, SHP724-01K PLYOMETRIC STEPS (SET OF 3), SGR105-01 -IG INGROUND CUSTOMIZED ANNOUNCEMENT SIGN, INGROUND EXTENSIONS (14),				
6	1		FREIGHT FOB	101-1009-80845		5,500.00	5,500.00
			RALPH EDWARDS PARK PLAYGROUND AND EXERCISE EQUIPMENT				
			CES CONTRACT # 17-011AN-C142-ALL				
			VENDOR: CREATIVE RECREATIONAL DESIGNS				
			NM DFA REG RECREATIONS QUALITY OF LIFE GRANT 22-ZG1023-7				
			PLEASE FIND ATTACHED: NOO, SIGNED GRANT AGREEMENT, AND QUOTE				
			COMMISSION APPROVED 3-8-23				

SUBTOTAL:	175,590.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	175,590.00

Chief Purchasing Office _____**Date:** _____**Director of Finance:** Requisition approved electronically.**City Manager:** Requisition approved electronically.

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

**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:** 77544-R1**Date:** 07/01/2023**Requisition #:** 89238**Vendor #:** 7379

ISSUED TO: COOPERATIVE EDUCATIONAL SERVICES
10601 RESEARCH RD. SE
ALBUQUERQUE, NM 87123-

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		LABOR	101-1009-80845		0.00	70,525.00
RALPH EDWARDS PARK BASED ON CREATIVE RECREATIONAL DESIGNS QUOTE# 22354 INSTALL NEW CEDAR FOREST PRODUCTS 30 FT DIAMETER SUMMERHAVEN SHADE STRUCTURE							
2	0		MOBILIZATION AND BOND FEES	101-1009-80845		0.00	5,425.00
CES CONTRACT #2020-04N-C108-4 VENDOR: BCL ENTERPRISES, INC. COMMISSION APPROVED 01/25/2023 STATE OF NM DFA FUND 89200 CAPITAL APPROPRIATION PROJECT							

SUBTOTAL:	70,000.00
TOTAL TAX:	5,950.00
SHIPPING:	0.00
TOTAL	75,950.00

Chief Purchasing Office _____**Date:** _____**Director of Finance:** Requisition approved electronically.**City Manager:** Requisition approved electronically.

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

**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:** 77543-R1**Date:** 07/01/2023**Requisition #:** 89236**Vendor #:** 7379

ISSUED TO: COOPERATIVE EDUCATIONAL SERVICES
10601 RESEARCH RD. SE
ALBUQUERQUE, NM 87123-

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	1		RALPH EDWARDS PARK - METAL SHADE STRUCTURE CEDAR FOREST PRODUCT SHELTER MODEL #SH30-27: SUMMERHAVEN GAZEBO, 30 FT DIAMETER, 2-TIER, MR 29 GAUGE METAL ROOF, S. STEEL COLUMNS	101-1009-80845		61,550.00	61,550.00
2	1		ENGINEERED DRAWINGS AND FOOTINGS	101-1009-80845		850.00	850.00
3	1		FREIGHT FOB	101-1009-80845		8,050.00	8,050.00
CES CONTRACT # 17-011AN-C142-ALL VENDOR: CREATIVE RECREATIONAL DESIGN STATE OF NM DFA FUND 89200 CAPITAL APPROPRIATION PROJECT SEE ATTACHED AGREEMENT COMMISSION APPROVED 01/25/2023 STATE OF NM DFA FUND 89200 CAPITAL APPROPRIATION PROJECT							

SUBTOTAL:	70,450.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	70,450.00

Chief Purchasing Office _____**Date:** _____**Director of Finance:** Requisition approved electronically.**City Manager:** Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach recaptured 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

DOCUMENT #7

EXHIBIT A PROJECT AWARD SCHEDULE CITY OF TRUTH OR CONSEQUENCES					
	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
End Littering					
1.3 Clean-up Activities	\$537.56				
Reduce Waste					
2.1 Reusables		\$1,475.62			
Beautify Communities					
3.1 Recycled Benches			\$1,300.00		
Empower Youth					
4.2 Youth Groups				\$1,200.00	
Increase Program Capacity					
Subtotals	\$537.56	\$1,475.62	\$1,300.00	\$1,200.00	\$0.00
Total Award	\$4,513.18				
<i>Lancing Adams</i>			8/4/23		
Approved by: NMTD Tourism Development Division Director			Date		

101-1099-32381 Rev *Already budgeted*
101-1009-45555 EXP

DOCUMENT #8



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - General								
Expense								
101-1012-40110	FULL TIME WAGES-FLEET MAINTENANCE	93,080.00	93,080.00	0.00	28,724.06	0.00	64,355.94	30.86 %
101-1012-40125	OVERTIME WAGES-FLEET MAINTENANCE	1,000.00	1,000.00	0.00	172.13	0.00	827.87	17.21 %
101-1012-40140	DELAYED COMPENSATION-FLEET MAINT	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1012-41205	FICA-REGULAR-FLEET MAINTENANCE	5,926.00	5,926.00	0.00	1,790.14	0.00	4,135.86	30.21 %
101-1012-41210	FICA-MEDICARE-FLEET MAINTENANCE	1,386.00	1,386.00	0.00	418.66	0.00	967.34	30.21 %
101-1012-41215	PERA-FLEET MAINTENANCE	10,053.00	10,053.00	0.00	3,073.04	0.00	6,979.96	30.57 %
101-1012-41225	HEALTH INSURANCE-FLEET MAINTENANCE	6,565.00	6,565.00	0.00	135.06	0.00	6,429.94	2.06 %
101-1012-41226	RETIREE INSURANCE	2,792.00	2,792.00	0.00	859.28	0.00	1,932.72	30.78 %
101-1012-41235	UNEMPLOYMENT INSURANCE-FLEET MAINT	162.00	162.00	0.00	0.00	0.00	162.00	0.00 %
101-1012-41240	WORKER'S COMP ASSESSMENT	30.00	30.00	0.00	6.90	0.00	23.10	23.00 %
101-1012-41785	WORKER'S COMP. PREMIUMS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1012-42620	UNIFORM/LINEN-FLEET MAINTENANCE	1,350.00	1,350.00	0.00	1,262.25	0.00	87.75	93.50 %
101-1012-42720	EMPLOYEE TRAINING-FLEET MAINT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1012-43316	GAS & OIL	3,600.00	3,600.00	0.00	0.00	0.00	3,600.00	0.00 %
101-1012-43403	REGULAR BUILDING MAINTENANCE	0.00	0.00	0.00	0.00	6,968.61	-6,968.61	0.00 %
101-1012-43465	RENT OF EQUIPMENT	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
101-1012-43775	TELEPHONE	1,500.00	1,500.00	0.00	256.20	823.80	420.00	72.00 %
101-1012-43815	SOFTWARE LIC/SOFTWARE UPDATE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1012-44606	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	112.60	0.00	1,887.40	5.63 %
101-1012-44607	FIELD SUPPLIES-FLEET MAINTENANCE	10,000.00	10,000.00	0.00	2,712.83	566.69	6,720.48	32.80 %
101-1012-44613	NON-CAPITAL ITEMS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
101-1012-44615	SAFETY EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,335.95	164.05	89.06 %
101-1012-47420	MAINTENANCE-VEHICLE/EQUIP-FLEET MAI	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1012-48599	OTHER CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	194.74	3.26	802.00	19.80 %
101-1012-80835	CAPITAL IMPROVEMENTS EQUIPMENT	30,000.00	30,000.00	0.00	15,284.85	14,175.00	540.15	98.20 %
Expense Total:		181,944.00	181,944.00	0.00	55,002.74	23,873.31	103,067.95	43.35%
Fund: 101 - General Total:		181,944.00	181,944.00	0.00	55,002.74	23,873.31	103,067.95	43.35%
Report Total:		181,944.00	181,944.00	0.00	55,002.74	23,873.31	103,067.95	43.35%

PO Box 1624
Elephant Butte, NM 87935
PAUL (505) 917.8832
paulc1971@gmail.com
License #373634



WORK ORDER

PAY OFF THIS INVOICE

CODE	STATUS	DATE	01/9/21/6 23
TECH	Paul	P.O. NO.	
TECH	Dylan	QUOTED PRICE	\$ 9300 + Tax

CUSTOMER	City OF Torc	JOB LOCATION	City Service Center
ADDRESS	Service Center	ADDRESS	
2700 S Broadway Torc NM 87901			
EQUIP. MANUF. & TYPE	INSTALL DATE	CONTACT	David
MODEL NO.	SERIAL NO.	REGULAR HOURS	OVERTIME HOURS
		TRAVEL HOURS	MILEAGE
			PHONE 575 740 8035

QTY	PART NO.	DESCRIPTION	UNIT PRICE	EXTENSION	WAR
2		REZTOR Indoor Furnace 200,000 BTU			
		80' 3/4 Black Gas Pipe			

SERVICES REQUESTED

SERVICES PERFORMED

7 year warranty. 2 years parts & labor.

RECOMMENDED REPAIRS

Deposit: \$5,445.25

Remaining Balance due UPON Completion: \$5,445.25

I HAVE AUTHORITY TO ORDER THE WORK, WHICH HAS BEEN SATISFACTORILY PERFORMED AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIALS THAT MAY BE FURNISHED UNTIL FINAL PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF. INVOICES NOT PAID IN 15 DAYS ARE SUBJECT TO A 1 1/2% FINANCE CHARGE. WARRANTY: 30 DAYS LABOR AND MANUFACTURER'S WARRANTY ON PARTS.
Thank you!

CUSTOMER NAME

X

PRINTED

CUSTOMER SIGNATURE

X

MATERIAL		
LABOR		
TRUCK CHARGE		
FREIGHT		
SUBTOTAL	9300	60
TAX	790	50
TOTAL	10,190	50
CHG.	C.O.D.	CASH
	CHECK NO.	

DOCUMENT #9



Truth or Consequences

My Budget Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 216 - Muni Street								
Revenue								
216-4503-30313	GRT 20% STREET FUND	500,000.00	500,000.00	0.00	209,326.79	0.00	-290,673.21	41.87 %
216-4503-30324	GASOLINE(1CT)STREET/ROAD-STREET MNT	75,000.00	75,000.00	0.00	21,917.25	0.00	-53,082.75	29.22 %
216-4503-32390	STREETS REVENUE BOND	250,000.00	250,000.00	0.00	0.00	0.00	-250,000.00	0.00 %
216-4503-36373	INTEREST INCOME	500.00	500.00	0.00	187.32	0.00	-312.68	37.46 %
216-4503-37380	Miscellaneous Revenue	0.00	0.00	0.00	806.90	0.00	806.90	0.00 %
216-7018-32386	NMDOT GRANT	58,054.00	58,054.00	0.00	0.00	0.00	-58,054.00	0.00 %
216-7025-32386	Local / State Grants/Loans	204,000.00	204,000.00	0.00	0.00	0.00	-204,000.00	0.00 %
216-7026-32386	Local / State Grants/Loans	212,910.00	212,910.00	0.00	0.00	0.00	-212,910.00	0.00 %
Revenue Total:		1,300,464.00	1,300,464.00	0.00	232,238.26	0.00	-1,068,225.74	17.86%
Expense								
216-4503-42620	UNIFORM LINEN-MUNI STREET FUND	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
216-4503-42720	EMPLOYEE TRAINING-MUNI STREET FUND	10,000.00	10,000.00	0.00	0.00	4,000.00	6,000.00	40.00 %
216-4503-43316	GAS & OIL	50,000.00	50,000.00	0.00	6,910.12	51,127.52	-8,037.64	116.08 %
216-4503-43403	REGULAR BUILDING MAINT	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
216-4503-43550	ROADWAY MAINTENANCE	385,000.00	385,000.00	0.00	0.00	17,260.99	367,739.01	4.48 %
216-4503-43998	INTERCEPT	121,163.00	121,163.00	0.00	30,290.49	0.00	90,872.51	25.00 %
216-4503-43999	OPERATING COSTS-ADMIN FEE LOAN	15,500.00	15,500.00	0.00	5,541.58	0.00	9,958.42	35.75 %
216-4503-44607	FIELD SUPPLIES-STREETS	4,500.00	4,500.00	0.00	315.42	200.00	3,984.58	11.45 %
216-4503-44613	NON-CAPITAL ITEMS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
216-4503-44615	SAFETY EQUIPMENT	4,000.00	4,000.00	0.00	236.94	0.00	3,763.06	5.92 %
216-4503-46731	PROPERTY INSURANCE-STREET MAINT	4,263.00	4,263.00	0.00	0.00	0.00	4,263.00	0.00 %
216-4503-46732	GENERAL LIABILITY INSURANCE	2,754.00	2,754.00	0.00	0.00	0.00	2,754.00	0.00 %
216-4503-46733	VEHICLE INSURANCE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
216-4503-47420	MAINT.VEHICLE/FURN/EQUIP-STREET MAI	50,000.00	50,000.00	0.00	5,744.36	9,330.87	34,924.77	30.15 %
216-4503-48599	OTHER CONTRACTUAL SERVICES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
216-4503-49930	TRANSFER OUT	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00	100.00 %
216-4503-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	0.00 %
216-4503-80845	CAPITAL IMPROVEMENTS EQUIPMENT	0.00	0.00	0.00	6,108.00	0.00	-6,108.00	0.00 %
216-7018-48598	Professional Serv/Contracts	12,934.00	12,934.00	0.00	0.00	13,147.61	-213.61	101.65 %
216-7023-43550	ROADWAY MAINTENANCE	235,227.00	235,227.00	0.00	0.00	136,986.00	98,241.00	58.24 %
216-7025-48598	Professional Serv/Contracts	204,000.00	204,000.00	0.00	0.00	0.00	204,000.00	0.00 %

BARA

70,000 WTR TRUCK

My Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>216-7026-48598</u>	Professional Serv/Contracts	212,910.00	212,910.00	0.00	0.00	0.00	212,910.00	0.00 %
	Expense Total:	1,462,251.00	1,462,251.00	0.00	60,146.91	232,052.99	1,170,051.10	19.98%
	Fund: 216 - Muni Street Surplus (Deficit):	-161,787.00	-161,787.00	0.00	172,091.35	-232,052.99	101,825.36	37.06%
	Report Surplus (Deficit):	-161,787.00	-161,787.00	0.00	172,091.35	-232,052.99	101,825.36	37.06%



ALBUQUERQUE FREIGHTLINER
12901 US HWY. 66 W FRONTAGE RD
ALBUQUERQUE, NM 87121
(505)833-1000

Sales Quote

DE-40026

09/13/2023

Contact: Pat Torres | Phone: 505-833-1000 | Mobile: 505-321-6111 | Email: Pat.Torres@tnxtruck.com

Bill To: PROS-0035794
CITY OF T OR C STREET DEPARTMENT
505 SIMS ST
505 SIMS
TRUTH OR CONSEQUENCES NM 87901-2724
Phone:(575)894-3423

Sold To:
CITY OF T OR C STREET DEPARTMENT
505 SIMS ST
TRUTH OR CONSEQUENCES NM 87901-2724

TBD	New - 2024 Freightliner M2 106	\$91,783.00
1 Parts Manual and USB		
1 Complete Set of Filters		
Spare Wheel		
(CF)-Ledwell 4000 Gallon Tank	\$110,000.00-15%=\$16,500.00	\$93,500.00
Spare Tire		
(AW)-Allison 3500RDSW/PTO Provisions		\$6,900.00
1 Service Manual and USB		
(T)-Color Other		\$850.00
(CF)-18,000 Front Axle	\$2200.00-15% Discount=\$330.00	\$1,870.00
Freight From Texarkana to ABQ NM		\$2,000.00
(Y)- Battery Switch Located Inside of Cab		\$240.00
	Unit Total:	\$197,143.00
Total Sales Price		\$197,143.00
Net Sales Price		\$197,143.00
AMOUNT DUE		\$197,143.00
Cash / Down Payment		-\$0.00
Amount Financed/Cash Due		\$197,143.00

THIS QUOTE IS BASED OFF THE STATE OF NEW MEXICO
DOT CONTRACT!!!
CONTRACT # 10-80500-20-16861!!!!
(CUSTOMER DECLINED FIVE YEAR EXTENDED WARRANTY)

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order, A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE, A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchase By

X

Name (Printed)

Dealer

Sales Rep (Signature)

X

Signature

General Manager's Approval (Signature)

X

Date

Date

1. As used in this Order the terms (a) "Dealer" shall mean Lonestar Freightliner Group, LLC dba ALBUQUERQUE FREIGHTLINER and (b) "Purchaser" shall mean the party executing this Order as such on the face hereof. Dealer and Purchaser are the sole parties to this Order.
2. If a used motor vehicle(s) ("Trade In(s)"), which has been traded in as part of the consideration for the motor vehicle(s) ("Purchased Vehicle(s)") ordered hereunder, is not to be delivered to Dealer until delivery to Purchaser of the Purchased Vehicle(s), Dealer may reappraise the Trade In(s) at that time and such reappraised value shall determine the allowance made for the Trade In(s). If such reappraised value is lower than the original Trade Equity shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the Purchased Vehicle(s) to Purchaser and surrender of the Trade In(s) to Dealer.
3. Purchaser agrees to deliver to Dealer satisfactory evidence of good title to any Trade In(s) to at the time of delivery of the Trade In(s) to Dealer. Purchaser warrants that Purchaser is the sole owner of the Trade In(s) and that the Trade In(s) are being transferred to Dealer free and clear of all liens and encumbrances of any nature whatsoever except as otherwise noted herein.
4. Unless this Order is cancelled by Purchaser in accordance with the provisions of paragraph 2 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the Purchased Vehicle(s) pursuant to the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a Trade In(s) has been delivered to Dealer as a part of the part of the consideration for the Purchased Vehicle(s), to sell the Trade In(s) and reimburse itself out of the proceeds of such sale for any and all expenses or losses which Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
5. Dealer shall not be liable for failure to deliver or any delay in delivering the Purchased Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
6. The price for the Purchased Vehicle(s) does not include Federal Excise taxes, sales taxes, use taxes or occupational taxes based on sales volume. (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such excise, sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefore.
7. Purchaser grants Dealer a purchase money security interest in the Purchased Vehicle(s) as security for Purchaser's obligation to pay the purchase price, and Purchaser agrees to execute and financing statement or other instrument required to perfect such security interest. In the event that Purchaser fails or refuses to execute and required document, Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute the same on Purchaser's behalf and in Purchaser's stead.
8. Purchaser before or at any time of delivery of the Purchased Vehicle(s) will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order. In the event that Purchaser fails or refuses to execute any required document, Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute same on Purchaser's behalf and in Purchaser's stead.
9. In the event Purchaser seeks to obtain financing to acquire vehicle named on this Purchase Order. Purchaser represents that all material Statements made in the Purchaser's Credit Application, Finance Contracts and all information provided to Dealer or to the Finance Company are True and correct. Any material misrepresentation by Purchaser in any of the aforementioned documents entitles Dealer to cancel this Agreement. Should the purchaser or the Finance Company they contract with fail to tender the full contract price to Dealer, Dealer may cancel this Agreement. Purchaser agrees to promptly return the vehicle if there has been material misrepresentation or full contract price has not been tendered in a prompt manner.
10. PURCHASER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR DAMAGES FOR: LOSS OF USE OF THE PURCHASED VEHICLE(S), LOSS OF TIME, REPLACEMENT OR RENTAL VEHICLES, LODGING, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF PURCHASER'S PURCHASE OR USE OF THE PURCHASED VEHICLE(S), WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER DEALER HAS BEEN ADVISED OF SUCH DAMAGES. IN NO EVENT SHALL DEALER'S LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE PURCHASED VEHICLE(S).
11. PURCHASER'S ACKNOWLEDGES AND AGREES THAT ANY REPAIR SERVICE PROVIDED BY DEALER ON THE PURCHASED VEHICLE(S) SHALL NOT CREATE ANY WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED VEHICLE(S).
12. This agreement shall be governed by the laws of the State of NEW MEXICO
The prevailing party shall be entitled to recover reasonable attorney's fees and expenses on any action.
13. This agreement constitutes the entire agreement between the parties with respect to the Purchased Vehicle(s). Any Representations, Promises, Warranties, or Statements that differ in any way from the terms of this agreement shall be given no force nor effect. This agreement may not be modified except in writing signed by both parties.
14. The undersigned parties RECOGNIZED AND ACKNOWLEDGE THAT THEIR RELATIONSHIP AND BUSINESS DEALINGS AND CONTRACTS INVOLVE INTERSTATE COMMERCE AND hereby submit all controversies, claims and matters of difference to non-binding mediation and binding arbitration in ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO in accordance with the Federal Arbitration Act (9 USC §§ 1-16) and pursuant to the Commercial/Business rules and procedures for mediation and arbitration of the American Arbitration Association. This submission and agreement to mediate and arbitrate shall be specifically enforceable. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING SHALL BE CONSIDERED CONTROVERSIES FOR THIS PURPOSE: (I) ALL QUESTIONS RELATING TO THE BREACH OF ANY OBLIGATION, WARRANTY, OR CONDITION HEREUNDER; (II) FAILURE OF ANY PARTY TO DENY OR REJECT A CLAIM OR DEMAND OF ANY OTHER PARTY; AND (III) ALL QUESTIONS AS TO WHETHER THE RIGHT TO MEDIATE OR ARBITRATE ANY QUESTIONS EXISTS. The parties hereto agree to submit all controversies to a one day mediation as a condition precedent to any arbitration proceeding. Arbitration may, thereafter, proceed in the absence of any party if written notice (pursuant to the American Arbitration Association's rules and regulations) of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such arbitration proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Federal Arbitration Act. All awards may be filed with the Clerk of the District Court in BERNALILLO COUNTY, NEW MEXICO, as a basis for judgment and the issuance of execution for collection and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal.

By Signature hereunder the purchaser acknowledges he has read and agrees to the above terms and conditions.

Purchaser Signature: X

Date: K

DOCUMENT #10

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, September 21, 2023 10:04 AM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Subject: SHOP W/A COP FW: Receipt #R00319098
Attachments: BP-70C36_20230921_105501.pdf

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, September 21, 2023 9:58 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00319098

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

DATE : 9/21/2023 10:51 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00319098
PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W/A COP FOXWORTH-GALBRAITH LUMBER COMPANY 100.00
298-2103-37394 -100.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W/A COP RY CONSTRUCTION 150.00
298-2103-37394 -150.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W/A COP WESTERN FIX LLC 150.00
298-2103-37394 -150.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP/W A COP JOHNNY B'S LLC 500.00
298-2103-37394 -500.00

Check 150.00 REF:3477
Check 150.00 REF:3426
Check 100.00 REF:2028
Check 500.00 REF:5647

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Foxworth-Galbraith Lumber Company

Mailing Address: 160 New School Road

City: Truth or Consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ 100.00

Please circle one of the following:

Check Cash
(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996751

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 09/18/2023

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: RY Construction LLC

Mailing Address: 309 Tingley St

City: Truth or Consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ 150.00

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996749

Donation Received

Name: Casey Froese

Signature Casey Froese

Date: 09/12/2023

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Western Flx LLC

Mailing Address: 400 N Date St

City: Truth or Consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ 150.00

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996750

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 09/20/2023

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Johnny B's LLC

Mailing Address: 2260 N Date St

City: Truth or Consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ 500.00

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996748

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 09/20/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, September 18, 2023 11:31 AM
To: Froese, Casey; Knull, Deanna
Cc: Kerin Salcedo; Procurement
Subject: PD DONATIONS FW: Receipt #R00318615
Attachments: Scan_2023_09_18_11_24_37_344.pdf

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, September 18, 2023 10:24 AM
To: LeClair, Chelsea <CleClair@torcnm.org>
Subject: Receipt #R00318615

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

DATE : 9/18/2023 11:22 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00318615
PDDMC PD DONATIONS (MISC DONATIONS)
SHOP/W A COP KCHS RADIO/SIERRA COUNTY SENTINEL 300.00
298-2103-37394 -300.00

PRINT PRINTING & COPYING FEES
POLICE 9/14/2023 10.00
101-1099-34346 -10.00

Check 300.00 REF:7349
Cash 10.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: KCHS Radio / Sierra County Sentinel

Mailing Address: 217 E 3rd St

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ 300.00

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996746

Donation Received

Name: Casey Froese

Signature: 

Date: 09/14/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, September 13, 2023 10:57 AM
To: Kerin Salcedo; Wilson, Kristie
Cc: Knull, Deanna; Froese, Casey
Subject: POLICE DONATION TESTONS CHEVRON- SHOP WITH COP FW: Receipt #R00318172

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, September 13, 2023 10:50 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00318172

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

DATE : 9/13/2023 11:43 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00318172
PRINT PRINTING & COPYING FEES
POLICE 9/12/2023 23.00
101-1099-34346 -23.00

PDDMC PD DONATIONS (MISC DONATIONS)
POLICE DONATION TESTONS CHEVRON- SHOP WITH COP 100.00
298-2103-37394 -100.00

Check 3.00 REF:2277137961
Cash 20.00
Check 100.00 REF:15782

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Testons Chevron

Mailing Address: P.O. Box 3116

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: (575)894-6688

Signature: _____

Donation Information

Total Amount Enclosed: \$ 100.00

Please circle one of the following:

☒ Check ☐ Cash
(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

☐ For City Police Needs or others ☒ Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996743

Donation Received

Name: Casey Froese

Signature: 

Date: 09/13/2023

DOCUMENT #11

Aging & Long-Term Services Department (ALTSD)
Junior Bill Appropriations Agreement

APPROPRIATION RECIPIENT: City of Truth or Consequences

<u>APPROPRIATION NUMBER:</u> 6200000000	<u>APPROPRIATION AMOUNT:</u> \$35,000	<u>REVERSION DATE:</u> June 30, 2024
---	---	--

APPROPRIATION LANGUAGE
for senior meal sites

Grant funds unexpended by June 30, 2024, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the ALTSD Exhibit A: Request for Payment Form, along with supporting document(s) that evidence the expenses to be reimbursed. The ALTSD will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date.

CERTIFICATION

I hereby certify that :

1. Shall only use the appropriation funds to carry out or perform activities described in appropriation language.
2. Shall comply with the State Procurement Code and the execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Shall ensure that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Shall follow the procedure described in "Appropriation Reimbursement" section for reimbursement of appropriated funds.

Entity

Date

Entity

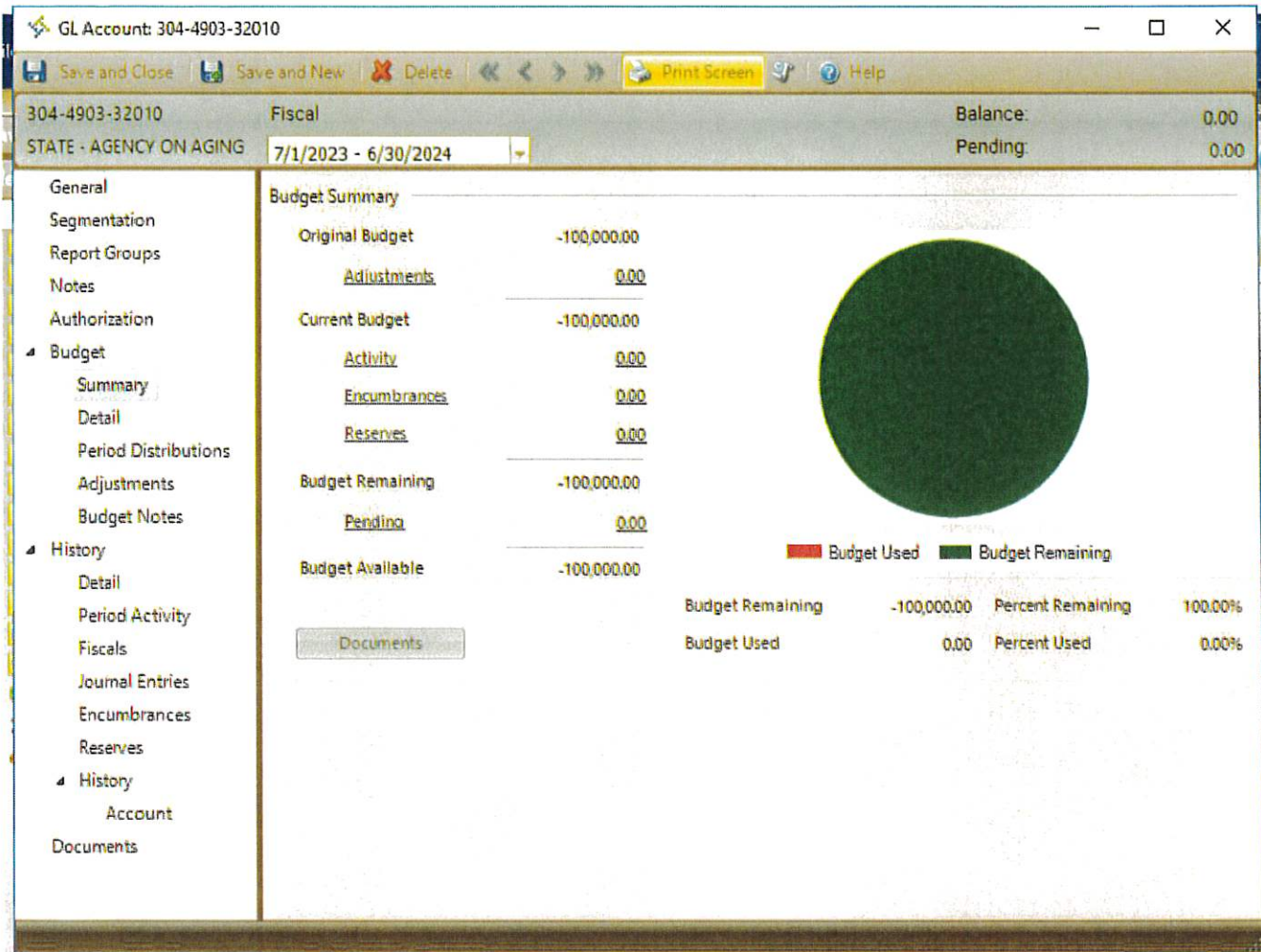
Date

APPROVAL

In accordance with the authority conferred on the Aging & Long-Term Services Department by the statute appropriating these funds, I hereby approve this certification for appropriation number 6200000000 in the amount of \$35,000.00

Blanca Sena
ALTSD Agency

8/30/23
Date



304-4903-32010

↑ 35,000

Junior Bill

Appropriation

DOCUMENT #12

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

APPROPRIATION RECIPIENT:

City of Truth or Consequences

APPROPRIATION NUMBER: 23-ZH5050-21 APPROPRIATION AMOUNT: \$40,800.00 REVERSION DATE: June 30, 2024

APPROPRIATION LANGUAGE

Forty Thousand Eight Hundred Dollars and Zero Cents (\$40,800.00) for state and local match assistance for federal grants. Funds unexpended by June 30th, 2024, will be reverted to the State of New Mexico's general fund.

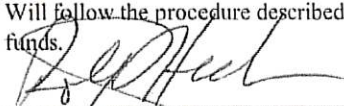
APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 12th, 2024. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

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

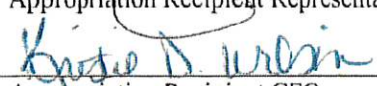
1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.



Appropriation Recipient Representative

9-15-23

Date



Appropriation Recipient CFO

9/15/23

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation 23-ZH5050-21 in the amount of \$40,800.00.

Director, Local Government Division


Date

1. **Award No.**
693JJ32340445
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**

City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901

Unique Entity Id.: YRPKBBHU1EJ8
TIN No.: 85-6000144
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective date of Award - 24 months
7. **Total Amount**
Federal Share: \$163,200
Recipient Share: \$40,800
Other Federal Funds: \$0
Other Funds: \$0
Total: \$204,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")
10. **Procurement Request No.**
HSSP230508PR
11. **Federal Funds Obligated**
\$163,200
12. **Submit Payment Requests To**
See article 20.
13. **Payment Office**
See article 20.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.610066
15. **Description of Project**
The award will be used by the City of Truth or Consequences to develop a comprehensive safety action plan.

RECIPIENT**16. Signature of Person Authorized to Sign**

 7/12/23
Signature _____ Date _____
Name: Angie Gonzales
Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION**17. Signature of Agreement Officer**

SUSAN
MARLENE YENNE
Digitally signed by SUSAN
MARLENE YENNE
Date: 2023.08.02 09:29:45 -07'00'
Signature _____ Date _____
Name: Susan Yenne
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Truth or Consequences (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Truth or Consequences Vision Zero Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Truth or Consequences Vision Zero Safety Action Plan

Application Date: September 15, 2022

2.2 Award Amount.

SS4A Grant Amount: \$163,200

2.3 Award Dates.

Period of Performance End Date: See Section 6 on page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Truth or Consequences Vision Zero Safety Action Plan.

The award will be used by the City of Truth or Consequences to develop a comprehensive safety action plan. Truth or Consequences strives to make the City safer for all users, from pedestrians, bicyclists, motorcyclists, automobiles, disabled users, and more. The City will be looking at complete streets, road diets, data-driven analyses and several other resources as we eagerly implement the Safe System Approach and key principles with this new Vision Zero Safety Action Plan. Truth or Consequences will promote active participation with numerous stakeholders as well as the public throughout the entire Vision Zero Safety Action Plan development process from the initial goal

setting through policy implementation. Once the action plan is finalized, the City will adopt the final action plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	July 31, 2024
Planned Action Plan Completion Date:	September 30, 2024
Planned Action Plan Adoption Date:	October 2024
Planned SS4A Final Report Date:	October 2024

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$163,200
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$40,800
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$204,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$163,200	\$40,800	\$204,000
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$163,200	\$40,800	\$204,000

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

YRPKBBHU1EJ8

4.2 Recipient Contact(s).

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
(575) 952-0565
talvarez@torcnm.org

4.3 Recipient Key Personnel.

Name	Title or Position
Traci Alvarez	Assistant City Manager

4.4 USDOT Project Contact(s).

Stephen Parker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2176
stephen.parker@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(720) 963-3589
ashley.cucchiarelli@dot.gov

and

Mishel McCants
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-4244
mishel.mccants@dot.gov

and

FHWA New Mexico Division Administrator
Agreement Officer's Representative (AOR)
4001 Office Court Drive Suite 801
Santa Fe, NM 87507
Email: hdanm@dot.gov

and

Luis Melgoza
New Mexico Division Office Point of Contact
Safety and Pavements Engineer
4001 Office Court Drive, Suite 801
Santa Fe, New Mexico 87507
(505) 820-2028
luis.melgoza@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/subrecipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in Article 2.

- 6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4 There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: The City of Truth or Consequences

Baseline Measurement Date: September 31, 2024

Baseline Report Date: November 30, 2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope:

Schedule:

Budget: Modified budget to match the 80%/20% award and match requirements.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds	170,000	83.3%	163,200	80%
Other Federal Funds				
Non-Federal Funds	34,000	16.7%	40,800	20%
Total Future Eligible Project Costs	204,000	100%	204,000	100%
Total Project Costs	204,000	100%	204,000	100%

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Truth or Consequences has adopted and implemented many policies and procedures to support Racial Equity and Reduce Barriers to Opportunity. Resolution no. 43 22/23 adopted on June 14, 2023 covers affirmative policies for Citizen Participation, Fair Housing, Residential Anti-Displacement and Relocation Assistance, Section 3 HUD Act of 1963 for low and very low income residents, and Procurement. The City of Truth

or Consequences affirmatively supports and implements these policies in accordance with their direction under the plans and resolution and its commitment to furtherance of fair policies for all.

DOCUMENT #13

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date

Project Location

Sponsor

Address

City NM Zip Code

Participation

Funding Breakdown

Contract No. _____

Project No.

Vendor No.

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRFIELD MAINTENANCE AND CONSUMABLES

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State		Sponsor		Other		Total
\$	20,000	\$	2,000	\$		\$	22,000

2. The Sponsor Shall:

- Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- Provide a representative from its organization who shall serve as the single point of contact for the Department.
- Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- Be responsible for all design and pre-construction activities.
- Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

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

14. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name	TRACI ALVAREZ		
Title	ASSISTANT CITY MANAGER		
Sponsor	TRUTH OR CONSEQUENCES, CITY OF		
Address	505 SIMS ST		
City	TRUTH OR CONSEQUENCES	NM	Zip Code 87901
Office Phone	+1 (575) 952-0565	Fax	
E-Mail	TALVAREZ@TORCNM.ORG		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: _____

By: _____

Date: _____

Title: _____

EXHIBIT A

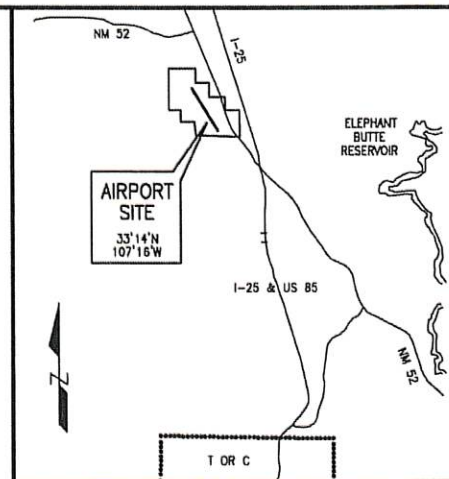
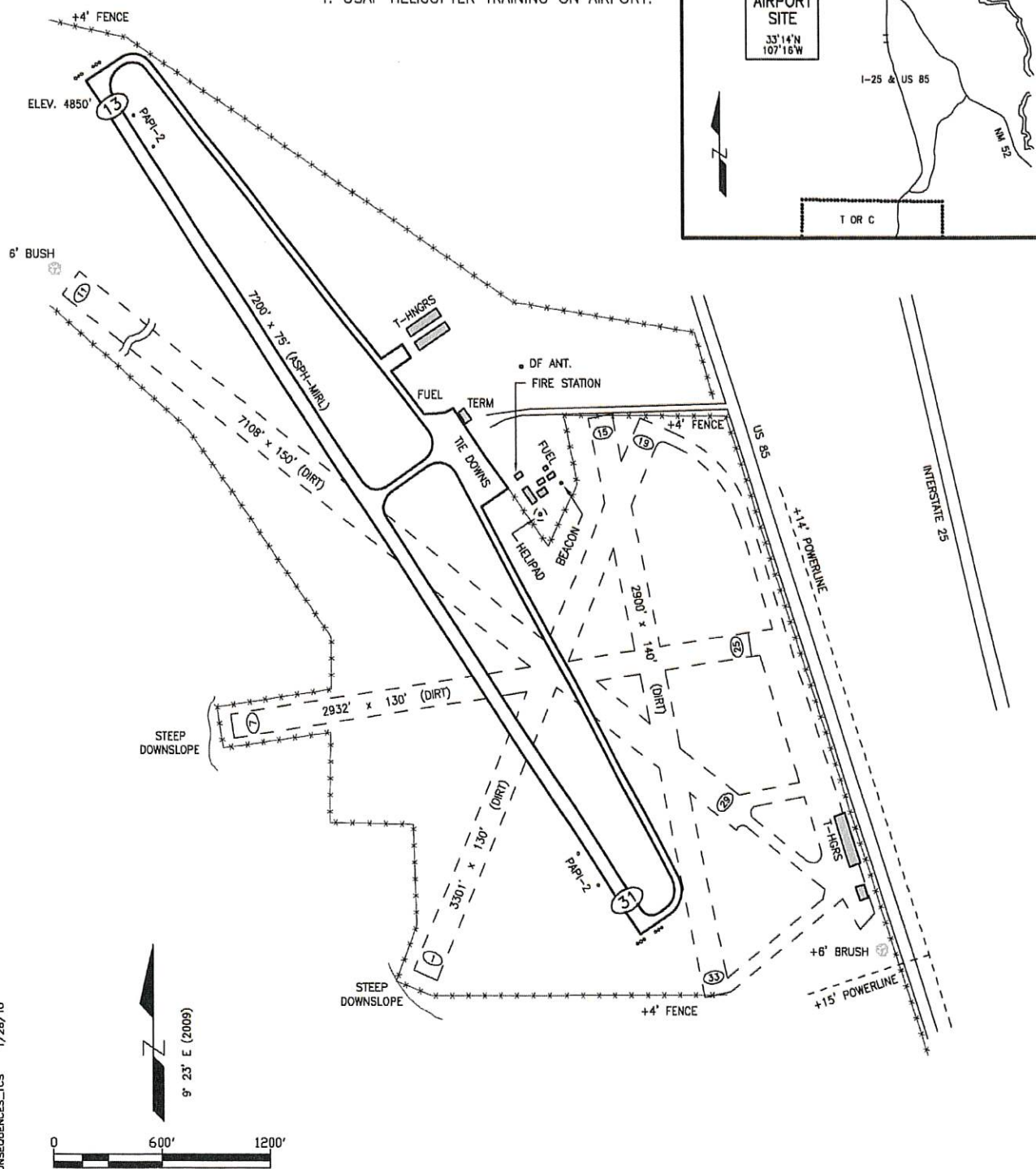
TRUTH OR CONSEQUENCES

TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT (TCS)

SITE NO. 14747.A

REMARKS:

1. QUAD. - 7.5 MIN. CUCHILLO.
2. BLADED RUNWAYS NOT MARKED.
3. TAXIWAYS 40' WIDE.
4. USAF HELICOPTER TRAINING ON AIRPORT.



**EXHIBIT B
PLEASE OMIT CENTS**

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (SOURCE)
1	AIRFIELD MAINTENANCE AND CONSUMABLES	<div> <div>\$</div> <div>22,000</div> <div> <div>\$</div> <div>2,000</div> <div>\$</div> <div>20,000</div> </div> </div>	\$ 2,000	\$ 20,000	
		<div> <div>\$</div> <div>22,000</div> <div> <div>\$</div> <div>2,000</div> <div>\$</div> <div>20,000</div> </div> </div>	\$ 2,000	\$ 20,000	\$ -
	TOTALS	<div> <div>\$</div> <div>22,000</div> <div> <div>\$</div> <div>2,000</div> <div>\$</div> <div>20,000</div> </div> </div>	\$ 2,000	\$ 20,000	\$ -



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: G.2

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

DEPARTMENT: Community Development

DATE SUBMITTED: October 3, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead, Modrall Sperling

Summary/Background: The Ordinance authorizes the issuance and sale of up to \$4,500,000 Gross Receipts Tax Revenue Bonds to finance the acquisition and construction of a new public safety building. The City will pledge State-Shared Gross Receipts Tax Revenues toward repayment of the Bonds. The Bonds will be issued through a negotiated public sale or a private placement with a bank/lender. The Ordinance delegates authority to the Mayor and City Manager to approve the final terms of the Bonds consistent with the parameters set forth in the Ordinance.

Recommendation:

Approve Ordinance 756 for Publication

Attachments:

-
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10-11-2023

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 November, 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:

Mayor:

Commissioners:

Absent:

Thereupon the following proceedings, among others, were taken at such meeting:

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. 756

AUTHORIZING THE ISSUANCE AND SALE OF THE CIT OF TRUTH OR CONSEQUENCES, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2023 IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,500,000 FOR THE PURPOSE TO (1) ACQUIRE, CONSTRUCT, FURNISH, EQUIP, BEAUTIFY AND IMPROVE A PUBLIC SAFETY BUILDING FOR THE BENEFIT OF THE CITY AND ITS RESIDENTS, (2) TO REFINANCE, PAY AND DISCHARGE CERTAIN OF THE CITY'S OUTSTANDING LOAN AGREEMENTS WITH THE NEW MEXICO FINANCE AUTHORITY, AND (3) PAY COSTS OF ISSUANCE OF THE SERIES 2023 BONDS; PROVIDING THAT THE SERIES 2023 BONDS WILL BE PAYABLE AND COLLECTIBLE FROM AND SECURED BY A PLEDGE OF THE GROSS RECEIPTS TAX DISTRIBUTED TO THE CITY PURSUANT TO SECTION 7-1-6.4 NMSA 1978, AS AMENDED; PROVIDING FOR THE DISPOSITION OF THE RECEIPTS DERIVED FROM SAID TAX PROCEEDS; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE SERIES 2023 BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE TERMS AND OTHER DETAILS CONCERNING THE SERIES 2023 BONDS; PROVIDING FOR CERTAIN DOCUMENTS PERTAINING TO THE SERIES 2023 BONDS; RATIFYING ACTION PREVIOUSLY TAKEN; REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUE AND SALE OF THE SERIES 2023 BONDS.

Capitalized terms used in the following preambles are defined in Section 1 of this Bond Ordinance, unless the context requires otherwise.

WHEREAS, the City of Truth or Consequences, New Mexico is a legally and regularly created, established, organized and existing municipality under the general laws of the State of New Mexico; and

WHEREAS, pursuant to Section 7-9-4 NMSA 1978, the State imposes a gross receipts tax on persons engaging in business in the State, and pursuant to Section 7-1-6.1 NMSA 1978, the City receives monthly distributions from the New Mexico Taxation and Revenue Department of a portion (currently 1.225% of the taxable gross receipts reported for the City for the month for which such remittance is made) of such gross receipts taxes; and

WHEREAS, pursuant to Sections 7-1-6.1 NMSA 1978 and Section 7-1-6.46, the City receives monthly distributions from the New Mexico Taxation and Revenue Department in lieu of gross receipts tax revenue that the City would have received but for the deductions provided by Sections 7-9-92 and 7-9-93 NMSA 1978; and

WHEREAS, the Bonds shall be issued with a first (but not necessarily exclusively first) lien on the Pledged Revenues; and

WHEREAS, pursuant to Resolution No. 2006-_____, adopted on _____, 2006, the City executed and entered into a loan agreement dated April 14, 2006 with the New Mexico Finance Authority in the original aggregate principal amount of \$266,152, with \$44,165 outstanding, which is payable from a 0.25% municipal gross receipts tax; and

WHEREAS, pursuant to Resolution No. 2019-_____, adopted on _____, 2019, the City executed and entered into a loan agreement dated May 17, 2019 with the New Mexico Finance Authority in the original aggregate principal amount of \$103,833, with \$20,944 outstanding, which is payable from a 0.25% municipal gross receipts tax; and

WHEREAS, pursuant to Ordinance 2019-_____, adopted on _____, 2019, the City executed and entered into a loan agreement dated October 30, 2019 with the New Mexico Finance Authority in the original aggregate principal amount of \$1,433,058, with \$863,416 outstanding, which is payable from and secured by an irrevocable and first lien (but not necessarily an exclusively first lien) on the Pledged Revenues; and

WHEREAS, pursuant to Resolution 2019-_____, adopted on _____, 2019, the City executed and entered into a loan agreement dated October 30, 2019 with the New Mexico Finance Authority in the original aggregate principal amount of \$888,657, with \$480,250 outstanding, which is payable from and secured by an irrevocable and first lien (but not necessarily an exclusively first lien) on the Pledged Revenues; and

WHEREAS, pursuant to Resolution 2019-_____, adopted on _____, 2019, the City executed and entered into a loan agreement dated October 30, 2019 with the New Mexico Finance Authority in the original aggregate principal amount of \$228,432, with \$228,432 outstanding, which is payable from and secured by an irrevocable and first lien (but not necessarily an exclusively first lien) on the Pledged Revenues; and

WHEREAS, other than identified herein, the City has no outstanding obligations payable from the Pledged Revenues; and

WHEREAS, the City has determined that there is an urgent public need for the Improvement Project to be funded with certain of the proceeds of the Bonds; and

WHEREAS, pursuant to the redemption provisions contained therein, the Refunded Bonds are currently subject to prior redemption, at the option of the City, without penalty or prepayment premium; and

WHEREAS, the City has determined to pay all principal of and interest on the Refunded Bonds and to redeem all Refunded Bonds outstanding from the proceeds of the Bonds authorized by this Bond Ordinance; and

WHEREAS, the Commission determines that the issuance of the Bonds to finance the cost of refinancing, paying and discharging the Refunded Bonds, including without limitation the payment of administrative and incidental costs pertaining to the payment and discharge of the Refunded Bonds, as more fully provided in this Bond Ordinance, shall effect savings and economies, all to the benefit of the City and therefore shall provide for the public health, peace and safety of the City and its citizens; and

WHEREAS, the City may elect to receive an offer(s) to purchase the Bonds, potentially in one or more series, pursuant to a Bond Purchase Agreement(s), which will provide for an underwriting discount not to exceed 3% of the par amount of the Bonds and an original issue discount not to exceed 6% of the par amount of the Bonds, in either a negotiated public sale or through a private placement; and

WHEREAS, Section 3-31-6(C) NMSA 1978, provides that any law which authorizes the pledge of any or all of the Pledged Revenues to the payment of any revenue bonds issued pursuant to the Act or which affects the Pledged Revenues, or any law supplemental thereto or otherwise appertaining thereto, shall not be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair adversely any such outstanding revenue bonds, including the Bonds, unless such outstanding revenue bonds, including the Bonds, have been discharged in full or provision has been fully made therefor; and

WHEREAS, Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, permit the City to issue revenue bonds for the Project and to pledge the Pledged Revenues to the payment of the interest on and principal of revenue bonds; and

WHEREAS, the Commission hereby determines that the Improvement Project and the Refunding Project are for a governmental purpose and are not projects which would cause the Bonds to be "private activity bonds" as defined by the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds; and

WHEREAS, all required authorizations, consents or approvals of any State governmental body, agency or authority for the authorization, execution and delivery of the Bonds which are required to have been obtained by the date of the adoption of the Bond Ordinance have been obtained, and which will be required to be obtained prior to the Closing Date, will have been obtained by that Closing Date.

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

Section 1. Definitions. As used in ordinance and any ordinance or resolution amendatory hereof or supplemental hereto, or relating hereto:

"Acquisition Fund" has the meaning specified in Section 18.

"Act" means Sections 3-31-1 to 3-31-12 and Sections 6-14-8 to 6-14-11 NMSA 1978, as amended, and all enactments of the Commission, including the Bond Ordinance, relating to the issuance of the Bonds.

"Authorized Officer" means the Mayor, Manager, Finance Director, Clerk-Treasurer or other officer or employee of the City when designated by a Certificate signed by the Mayor of the City from time to time.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized as bond counsel.

“Bond Fund” has the meaning specified in Section 18.

“Bond Insurance Policy” means the financial guaranty insurance policy, if any, issued by the Bond Insurer insuring the payment when due of the principal and interest due on the Bonds as provided therein.

“Bond Insurer” means the municipal bond insurer, if any, as identified in the Sale Certificate.

“Bond Ordinance” means this City Ordinance No. 756 duly adopted on November 8, 2023.

“Bonds” means the “City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023” issued in one or more series.

“City” means the municipal body corporate and politic known as the City of Truth or Consequences, New Mexico.

“Code” means the Internal Revenue Code of 1986, as amended, including, when appropriate, the statutory predecessor of the Code, and all applicable regulations whether proposed, temporary or final, including regulations issued and proposed pursuant to the statutory predecessor of the Code, and, in addition, all official rulings and judicial determinations applicable to the Bonds, and under the statutory predecessor of the Code and any successor provisions to those sections or regulations.

“Commission” means the City Commission of the City.

“Commitment” means the commitment from a Bond Insurer to the City for a Bond Insurance Policy.

“Continuing Disclosure Undertaking” means the continuing disclosure undertaking with respect to the Bonds to be executed on the day of the issuance and delivery of the Bonds to the Purchaser.

“Event of Default” has the meaning assigned in Section 28.

“Expenses” means the reasonable and necessary fees, costs and expenses incurred by the City with respect to the issuance of the Bonds, including the fees, premiums, compensation, costs and expenses paid or to be paid to the Purchaser and attorneys' fees.

“Federal Securities” means direct obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Fiscal Year” means the 12 months beginning on the first day of July of each calendar year and ending on the last day of June of the next calendar year, but it may mean

any other 12-month period which any appropriate authority may hereafter establish for the its Fiscal Year.

“Improvement Project” means acquiring, constructing, furnishing, equipping, beautifying, or making improvements to a public safety building for the City.

“Independent Accountant” means any registered or certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State appointed and paid by the City who (i) is or are, in fact, independent and not under the domination of the City, (ii) does not have any substantial interest, direct or indirect, with the City, and (iii) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City, and includes the New Mexico State Auditor.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of the City.

“Insured Bank” means a bank which is a member of the Federal Deposit Insurance Corporation.

“Insured Bonds” means any Bonds the payments on which are insured by a Bond Insurance Policy.

“Interest Payment Date” means June 1 and December 1 of each year (or if such day is not a Business Day, then the next succeeding Business Day), commencing on the date specified in the Sale Certificate.

“Minimum Reserve” means an amount which is equal to the lesser of (i) ten percent of the proceeds of the Bonds as the term proceeds is used in Section 148(d)(1) of the Code, (ii) the maximum annual debt service on the Bonds, or (iii) 125% of the average annual debt service on the Bonds.

“Outstanding” when used with reference to the Bonds and as of any particular date, means all Bonds theretofore executed by the City and authenticated by the Registrar except: (i) any Bonds cancelled or fully paid on or before such date; (ii) any Bond in lieu of or in substitution for which another Bond has been delivered pursuant to this Bond Ordinance; (iii) any Bond for the payment or redemption of which funds or securities permitted by Section 24 in the necessary amount have theretofore been deposited with the Paying Agent (whether upon or prior to the maturity or redemption date of such Bond); and (iv) for the sole purpose of determining the percentage of Owners consenting to any amendment to this Bond Ordinance or authorizing the exercise of any remedy hereunder, any Bonds owned by the City. For all other purposes, Bonds owned by the City which are not described in clauses (i), (ii) or (iii) shall be treated as Outstanding.

“Owner” means the registered owner of any Bond.

"Parity Obligations" means the Bonds and other obligations payable from the Pledged Revenues currently outstanding or hereafter issued with a lien on the Pledged Revenues on parity with the Bonds.

"Paying Agent" means the City's Finance Director (or successor in function), as agent for the City for the payment of the principal of and interest and premium, if any, on the Bonds.

"Payment Date" means any date upon which any payment of principal of or interest on any Bond is scheduled to be made.

"Permitted Investments" means securities which are at the time legal investments of the City for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) direct obligations of, or obligations fully guaranteed by the United States of America or instruments evidencing ownership interests in those obligations or in specified portions of the principal of or interest on those obligations; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc., or Standard & Poor's Rating Group; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1 NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means the revenues from the State gross receipts tax derived pursuant to Section 7-9-4 NMSA 1978, imposed on persons engaging in business in the State, which revenues are remitted monthly by the Revenue Division of the Taxation and Revenue Department of the State to the City as authorized by Sections 7-1-6.1 and 7-1-6.4 NMSA 1978, and which remittances as of the date of adoption of this Bond Ordinance are equal to one and two hundred twenty-five thousandths percent (1.225%) of the taxable gross receipts reported to the City for the month for which such remittance is made; provided that if a greater amount of such gross receipts tax revenues are hereafter provided to be remitted to the City under applicable law, such additional amounts shall be included as revenues pledged pursuant to this Bond Ordinance; and provided further that the amount of revenues pledged pursuant to this Bond Ordinance shall never be less than the greater of: (i) 1.225% of the taxable gross receipts remitted to the City as set forth above, or (ii) the maximum amount at any time provided hereinafter to be remitted to the City under applicable law; and provided further, the City intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to this Bond Ordinance..

"Preliminary Official Statement" or "Official Statement" means the disclosure document to be used by the Purchaser in connection with the sale of the Bonds to the public.

"Project" means the Improvement Project and the Refunding Project.

"Purchaser" means the original purchasers of the Bonds as identified in the Sale Certificate.

“Refunded Bond Requirements” means the principal of and interest and redemption premium, if any, on the Refunded Bonds when due on and until their dates of maturity or optional redemption.

“Refunded Bonds” means the outstanding 2006 NMFA Loan and 2019 NMFA Loan.

“Refunding Project” means the refinancing, paying and discharging of the Refunded Bonds, including without limitation the payment of administrative and incidental costs pertaining to the issuance of the Bonds and to the payment and discharge of the Refunded Bonds.

“Registrar” means the City’s Finance Director (or successor in function), as registrar and transfer agent for the Bonds.

“Regular Record Date” means the 15th day of the calendar month (whether or not a business day) preceding each regularly scheduled interest payment date on the Bonds.

“Reserve Fund” has the meaning specified in Section 18.

“Reserve Fund Insurance Policy” means any policy of insurance, surety bond, letter of credit or other financial instrument issued to the City, the proceeds of which shall be used to prevent deficiencies in the payment of the principal of or interest on the Bonds resulting from insufficient amounts being on deposit in the Bond Fund to make the payment of principal of and interest on the Bonds as the same become due. Each policy shall be written by a bank, insurance company or any financial institution experienced in insuring or guaranteeing municipal bonds whose policies of insurance, surety bond, letter of credit or other financial instrument would not adversely affect the rating of the Bonds by Moody’s and/or Standard & Poor’s to the extent that the Bonds are to be so rated and provided that at the time of the issuance of such policy such bank, insurance company or any financial institution shall have received the highest policy claims rating accorded insurers by the A.M. Best Company or any comparable service, if applicable to the provider of the Reserve Fund Insurance Policy, and either of the two highest Rating Categories of Moody’s and Standard & Poor’s to the extent that each rating agency provides such a rating and is then rating the Bonds.

“Sale Certificate” means one or more certificates executed by the Mayor or Manager dated on or before the date of delivery of the Bonds, setting forth the following final terms of the Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund or a debt service reserve account, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; (ix) the federal tax status of the Bonds; (x) the method of sale; and (xi) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Bonds, all subject to the parameters and conditions contained in this Bond Ordinance.

“Series Date” means the date of original issuance of each series of Bonds.

“Special Record Date” means a special date fixed to determine the names and addresses of registered owners of the Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest thereon, all as further provided in Section 6(b).

“State” means the State of New Mexico.

“State-Shared Gross Receipts Tax Income Fund” has the meaning specified in Section 18.

“2006 NMFA Loan” means the loan agreement between the City and the New Mexico Finance Authority executed on April 14, 2006 in the aggregate principal amount of \$165,152, and currently outstanding in the principal amount of \$44,165.

“2019 NMFA Loan” means the loan agreement between the City and the New Mexico Finance Authority executed on May 17, 2019 in the aggregate principal amount of \$103,833, and currently outstanding in the principal amount of \$20,994.

Section 2. Ratification. All action heretofore taken (not inconsistent with the express provisions of this Bond Ordinance) by the Commission and officers of the City directed toward the Project, and toward the authorization, sale and issuance of the Bonds is ratified, approved and confirmed.

Section 3. Authorization of Project. The Project and the method of financing the Project are hereby authorized and ordered at a total cost estimated not to exceed the amount of the Bond proceeds and any investment earnings thereon, excluding any such cost defrayed or to be defrayed by any source other than Bond proceeds. The Project is found and declared to be necessary.

Section 4. Findings. The Commission hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available for the Project from all sources other than the issuance of revenue bonds are not sufficient to defray the cost of the Project.

B. The Pledged Revenues may lawfully be pledged to secure the payment and redemption of the Bonds.

C. It is economically feasible to defray, in part, the cost of the Improvement Project by the issuance of the Bonds.

D. The issuance of the Bonds, in one or more series, pursuant to the Act, to provide funds for the financing of the Project is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City.

E. The net effective interest rate on the Bonds, as set forth in the Sale Certificate, shall be less than 12% per annum, the maximum rate permitted by State law.

F. The underwriting discount shall not exceed 3% of the par amount of the Bonds and an original issue discount shall not exceed 6% of the par amount of the Bonds.

G. The final maturity of the Bonds shall not exceed thirty years from the date of issuance of the Bonds.

H. The issuance of the Bonds and the refunding of the Refunded Bonds will permit the retirement of debt to the benefit of the City and its residents.

I. The Project is needed to meet the needs of the City and its residents.

Section 5. Authorization of Bonds. This Bond Ordinance has been adopted by the affirmative vote of at least a three-fourth's (3/4^{ths}) majority of all of the members of the Commission. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the City, it is hereby declared necessary that the City, pursuant to the Act, issue its negotiable, fully registered, revenue bonds, in one or more series, to be designated "City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023," in an aggregate principal amount not to exceed \$4,500,000. The issuance, sale and delivery of the Bonds are hereby authorized. The Project is authorized and approved. The Bonds may be sold to the Purchaser pursuant to a Bond Purchase Agreement at a publicly marketed negotiated sale, or private placement, pursuant to the terms in the Sale Certificate.

Section 6. Bond Details.

A. Basic Details. The Bonds shall be dated the date of delivery, are issuable in the denomination of \$5,000 each or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual Bond will be issued for more than one maturity), numbered consecutively from 1 upwards, shall bear interest from their dated date until maturity at a rate of interest not to exceed twelve percent (12%) per annum, as set forth in the Sale Certificate, and shall be payable on June 1 and December 1 in each year as set forth in the Sale Certificate. The Bonds may be issued in one or more series.

B. Payment. The principal of and any prior redemption premium applicable to any Bond shall be payable to the Owner thereof as shown on the registration books kept by the Registrar (which is appointed as registrar and transfer agent for the Bonds), upon maturity or prior redemption thereof and upon presentation and surrender at office of the Paying Agent (which is appointed as paying agent for the Bonds). If any Bond shall not be paid upon such presentation and surrender at or after maturity or on a designated prior redemption date on which the City may have exercised its right to prior redeem any Bond pursuant to Section 7, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the registered owner thereof as of the Regular Record Date by check or draft mailed by the Paying Agent, 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 without accruing any additional interest), to the Owner thereof on the Regular

Record Date at such Owner's address as it last appears on the registration books kept by the Registrar on the Regular Record Date (or by such other arrangement as may be mutually agreed to by the Paying Agent and any registered owner on such Regular Record Date). All such payments shall be made in lawful money of the United States of America. The person in whose name any Bond is registered at the close of business on any Regular 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 Regular Record Date and prior to such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name any Bond is registered at the close of business on a Special Record Date fixed by the Paying Agent for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for defaulted 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 Owners of the Bonds as of a date selected by the Paying Agent, stating the Special Record Date and the date fixed for the payment of such defaulted interest.

Section 7. Prior Redemption.

A. Redemption. The Bonds may be subject to optional or mandatory sinking fund redemption prior to their stated maturities at the redemption price(s) and on the dates established in the Sale Certificate.

B. Notice by City. Unless waived by the Registrar, at least 45 days prior to any date selected by the City for prior redemption of any of the Bonds, the City shall give written instructions to the Registrar (and, if the Registrar is not also the Paying Agent, to the Paying Agent) with respect to such prior redemption.

C. Notice by Registrar. Additionally, notice of redemption shall be given by the Registrar by sending a copy of such notice by first class, postage prepaid mail, not more than 60 days and not less than 30 days prior to the redemption date to each Owner as shown on the registration books kept by the Registrar as of the date of selection of units of principal for redemption. The Registrar shall not be required to give notice of any prior redemption unless it has received written instructions from the City in regard thereof, at least 45 days prior to such redemption date or unless the 45-day deadline is waived by the Registrar. Failure to give such notice by mailing to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any of the Bonds for which proper notice was given.

D. Conditional Redemption. If money or Federal Securities sufficient to pay the optional redemption price of the Bonds to be called for optional redemption are not on deposit with the Paying Agent prior to the giving of notice of optional redemption pursuant to paragraph (c) of this Section, such notice shall state such Bonds will be redeemed in whole or in part on the optional redemption date in a principal amount equal to that part of the optional redemption price received by the Paying Agent by 2:00 p.m. on the applicable optional redemption date. If the full amount of the optional redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for those Bonds for which the optional redemption price is on deposit with the Paying Agent. If all Bonds called for optional

redemption cannot be redeemed, the Bonds to be redeemed shall be selected in a manner deemed reasonable and fair by the City, and the Registrar shall give notice, in the manner in which the original notice of optional redemption was given, that such money was not received. In that event, the Registrar shall promptly return to the Owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been redeemed.

E. Other Redemption Details. The notice required by Section 7(C) shall specify the number or numbers of the Bond or Bonds or portions thereof to be so redeemed (if less than all are to be redeemed); and all notices required by this Section 7 shall specify the date fixed for redemption, and shall further state that on such redemption date there shall become and be due and payable upon each \$5,000 unit of principal so to be redeemed at the office of the Paying Agent the principal thereof and the applicable prior redemption premium thereon (if any), and that from and after such date interest shall cease to accrue. Accrued interest to the redemption shall be paid by check or draft mailed to the Owner (or by alternative means if so agreed to by the Paying Agent and the Owner). Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated; and upon presentation thereof at the office of the Paying Agent, the City shall pay the Bond or Bonds so called for redemption and the applicable prior redemption premium (if any). In the event that only a portion of the principal amount of a Bond is so redeemed, a new Bond representing the unredeemed principal shall be duly completed, authenticated and delivered by the Registrar to the Owner pursuant to Section 10 and without charge to the Owner thereof.

Section 8. Negotiability. Subject to the provisions specifically made or implied herein, the Bonds shall be fully negotiable, and shall have all the qualities of negotiable paper, and the Owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 9. Execution.

A. Method of Execution. Each Bond shall be executed by the manual or facsimile signature of the Mayor under the seal of the City, each Bond shall be executed and attested with the manual or facsimile signature of the City Clerk-Treasurer; and each Bond shall be authenticated by the manual signature of an authorized officer of the Registrar as hereafter provided. The Bonds bearing the manual or facsimile signatures of the officers in office at the time of the authorization thereof shall be the valid and binding obligations of the City (subject to the requirement of authentication by the Registrar) notwithstanding that before the delivery thereof and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose manual or facsimile signatures appear thereon shall have to ceased to fill their respective offices.

B. Certificate of Authentication. 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. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 10. Registration, Transfer, Exchange, Replacement and Cancellation.

A. Registration Books; Transfer and Exchange. Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bonds at the office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at office of the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations. The Registrar shall authenticate and deliver a Bond or Bonds that the 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 may require the payment by the Owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. When Transfer or Exchange Not Required. The Registrar shall not be required: (i) to transfer or exchange all or a portion of any Bond subject to prior redemption during the period of 15 days next preceding the mailing of notice to the Owners calling any Bonds for prior redemption pursuant to Section 7; or (ii) to transfer or exchange all or a portion of a Bond after the mailing to registered owners of notice calling such Bond or portion thereof for prior redemption.

C. Payment to Registered Owners. The person in whose name any Bond shall be registered on the registration books kept by the Registrar 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 as is provided in Section 6(B), 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 Owner thereof or the Owner's 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.

D. Replacement Bonds. If any Bond is lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond has matured, the Paying Agent may pay such Bond in lieu of replacement.

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

F. Cancellation of Bonds. Whenever any Bond is surrendered to the Paying Agent or Registrar upon payment thereof, or for transfer, exchange or replacement as provided

herein, such Bond shall be promptly cancelled by the Paying Agent or the Registrar, as the case may be, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or the Registrar, as the case may be, to the City.

Section 11. Book-Entry. Except as set forth in this Bond Ordinance, the Bonds shall be issued in book-entry form with no physical distribution of Bonds made to the public. The Depository Trust Company or any successor securities depository ("DTC") shall act as securities depository for the Bonds. A single certificate for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. The book-entry system shall evidence ownership of the Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of ownership effected on the records of DTC and its participants (the "Participants") pursuant to rules and procedures established by DTC and the Participants. As a condition to delivery of the Bonds, the Purchaser shall, immediately after acceptance of delivery thereof, deposit the Bonds with DTC, registered in the name of DTC or its nominee. Principal and interest shall be paid to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to the Participants shall be the responsibility of DTC; transfer of principal and interest payment to beneficial owners of the Bonds (the "Beneficial Owners") by the Participants shall be the responsibility of the Participants and other nominees of the Beneficial Owners maintaining a relationship with the Participants. Neither the City, the Registrar nor the Paying Agent shall be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, the Participants or persons acting through the Participants. If (i) the Bonds are not eligible for DTC services, (ii) DTC determines to discontinue providing its services with respect to the Bonds, or (iii) the Registrar determines that a continuation of the system of book-entry transfers through DTC is not in the best interest of the Registrar or the Beneficial Owners, the Registrar shall either identify another qualified securities depository or cause physical Bonds to be delivered to the Beneficial Owners or their nominees and thereupon the Beneficial Owners or their nominees, upon authentication of the Bonds and registration of the Bonds in the Beneficial Owners' or nominees' name, shall become the Owners of the Bonds for all purposes. Upon the occurrence of any such event, the Registrar shall mail an appropriate notice to DTC for notification to the Participants and the Beneficial Owners of the substitute depository or the issuance of Bonds to the Beneficial Owners or their nominees, as applicable. All notices and payments addressed to DTC shall contain the information required by, and sent as set forth in, the Letter of Representation executed by the City. Notices of redemption shall be given to DTC as provided in such Letter of Representation.

Section 12. Special Obligations. All of the Bonds, together with the interest accruing thereon, shall be payable and collectible solely out of the Pledged Revenues, which are irrevocably so pledged. The registered owner or owners thereof may not look to any general or other fund for the payment of the principal of or interest on such obligations, except the designated special funds pledged therefor; and the Bonds shall not constitute an indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation; nor shall they be considered or held to be general obligations of the City; and each of the Bonds shall recite that it is payable and collectible solely from the Pledged Revenues, which are so pledged, and that the Owner thereof may not look to any general or other fund for the payment of principal and interest on, and prior redemption premium due in connection with, the Bonds.

Section 13. Forms of Bonds, Certificate of Authentication and Assignment. The Bonds and the related Certificate of Authentication and Form of Assignment shall be in substantially the following forms:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES

No. R-_____ \$ _____

GROSS RECEIPTS TAX
IMPROVEMENT AND REFUNDING REVENUE BONDS
SERIES 2023

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Series Date</u>	<u>CUSIP</u>
_____% per annum	June 1, 20__	_____, 2023	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Truth or Consequences, New Mexico (the "City"), for value received, promises to pay upon presentation and surrender of this bond, solely from the special funds provided therefor as hereinafter set forth, to the registered owner named above, or registered assigns, on the Maturity Date specified above (unless this bond, if subject to prior redemption, shall have been called for prior redemption in which case on such redemption date), upon the presentation and surrender hereof at the office of the Finance Director (or successor in function) of the City (the "Paying Agent"), the Principal Amount stated above, in lawful money of the United States of America, and to pay to the registered owner hereof as of the Regular Record Date (being the 15th day of the calendar month preceding each regularly scheduled interest payment date as defined in Ordinance No. 756, adopted on November 8, 2023, as supplemented by the Sale Certificate executed on _____, 2023 (which authorizes this bond and which is referred to herein collectively as the "Bond Ordinance"), by check or draft mailed to such registered owner, on or before each interest payment date as hereinafter provided (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), at his address as it last appears on the Regular Record Date on the registration books kept for that purpose by the Finance Director (or successor in function) of the City as registrar for the bonds (the "Registrar") or by such other arrangement as may be agreed to by the Paying Agent and the registered owner hereof, interest on said sum in lawful money of the United States of America from the Series Date specified above or the most recent interest payment date to which interest has been fully paid or duly provided for in full (as more fully provided in the Bond Ordinance) until maturity at the per annum Interest Rate specified above, payable on June 1, 2024 and semiannually thereafter on June 1 and December 1

in each year. Any such interest not so timely paid or duly provided for shall cease to be payable to the registered owner as of the Regular Record Date and shall be payable to the registered owner as of a Special Record Date (as defined in the Bond Ordinance), as further provided in the Bond Ordinance. If upon presentation and surrender to the Paying Agent at or after maturity or on a designated prior redemption date on which the City may have exercised its right to prior redeem this bond pursuant to the Bond Ordinance, payment of this bond is not made as herein provided, interest hereon shall continue at the rate herein designated until the principal hereof is paid in full.

The bonds of the series of which this bond is a part (the "Bonds") maturing on or after June 1, 20__ are subject to prior redemption at the option of the City in one or more units of principal of \$5,000 on and after June 1, 20__, in whole or in part at any time in such order of maturities as the City may determine (and by lot if less than all of the Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner as it shall consider appropriate and fair), for the principal amount of each \$5,000 unit so redeemed, accrued interest thereon to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar in the manner and upon the conditions provided in the Bond Ordinance.

The Bonds are fully registered (i.e., registered as to payment of both principal and interest), and are issuable in the denomination of \$5,000 or any denomination which is an integral multiple of \$5,000 (provided that no bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual bond shall be issued for more than one maturity).

This bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration books kept by the Registrar upon surrender of this bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered bond of authorized denomination or denominations of the same aggregate principal amount and maturity shall be issued to the transferee in exchange for this bond, subject to such terms and conditions as set forth in the Bond Ordinance. The City, the Paying Agent and the Registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes.

This bond is one of a series of bonds designated "City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023" of like tenor and date, except as to interest rate, number and maturity, authorized for the purpose to (1) acquire, construct, furnish, equip, beautify and improve a public safety building for the benefit of the City and its residents, (2) refinance, pay and discharge certain outstanding debt of the City, and (3) pay costs of issuance of the Bonds.

This bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of New Mexico.

This bond does not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general

obligation of the City, and is payable and collectible solely from the Pledged Revenues. The "Pledged Revenues" are the revenues from the State gross receipts tax derived pursuant to Section 7-9-4 NMSA 1978, imposed on persons engaging in business in the State, which revenues are remitted monthly by the Revenue Division of the Taxation and Revenue Department of the State to the City as authorized by Sections 7-1-6.1 and 7-1-6.4 NMSA 1978, and which remittances as of the date of adoption of this Bond Ordinance are equal to one and two hundred twenty-five thousandths percent (1.225%) of the taxable gross receipts reported to the City for the month for which such remittance is made; provided that if a greater amount of such gross receipts tax revenues are hereafter provided to be remitted to the City under applicable law, such additional amounts shall be included as revenues pledged pursuant to the Bond Ordinance; and provided further that the amount of revenues pledged pursuant to the Bond Ordinance shall never be less than the greater of: (i) 1.225% of the taxable gross receipts remitted to the City as set forth above, or (ii) the maximum amount at any time provided hereinafter to be remitted to the City under applicable law; and provided further, the City intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Bond Ordinance.

The bonds are equitably and ratably secured by a lien on the Pledged Revenues; and the bonds constitute an irrevocable and first lien (but not necessarily an exclusively first lien) upon the Pledged Revenues. Additional obligations may be issued and made payable from the Pledged Revenues and having a lien thereon inferior and junior to the lien, or, subject to designated conditions, having a lien thereon on a parity with the lien of the bonds of the series of which this bond is a part, in accordance with the provisions of the Bond Ordinance.

The City covenants and agrees with the registered owner of this bond and with each and every person who may become the registered owner hereof that it shall keep and perform all of the covenants of the Bond Ordinance.

This bond is subject to the conditions, and every registered owner hereof by accepting the same agrees with the obligor and every subsequent registered owner hereof that the principal of and the interest on this bond shall be paid, and this bond is transferable, free from, and without regard to any equities between the obligor and the original or any intermediate registered owner hereof for any set-offs or cross-claims.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the Commission and officers of the City in the issue of this bond; and that it is issued pursuant to and in strict conformity with the Constitution and laws of the State of New Mexico, and particularly the terms and provisions of Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, and all laws thereunto enabling and supplemental thereto.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, the City of Truth or Consequences, New Mexico has caused this bond to be signed, subscribed, and executed, and attested with the manual or facsimile signatures of the Mayor and the City Clerk-Treasurer, respectively; has caused its corporate seal to be affixed hereon, all as of the Series Date.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By _____
Mayor

(SEAL)

ATTEST

By _____
City Clerk-Treasurer

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This is one of the bonds described in the within-mentioned Bond Ordinance, and this bond has been duly registered on the registration books kept by the undersigned as Registrar for such Bonds.

FINANCE DIRECTOR (OR SUCCESSOR IN
FUNCTION) OF THE CITY OF TRUTH OR
CONSEQUENCES, NEW MEXICO, as Registrar

By _____
Authorized Officer

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT

For value received, _____ hereby sells,
assigns and transfer unto _____ the within
bond and hereby irrevocably constitutes and appoints _____ attorney, to
transfer the same on the books of the Registrar, with full power of substitution in the premises.

Signature Guaranteed:

Name and Address of Transferee:

Dated: _____ Social Security Number or
Other Tax Identification Number: _____

(End of Form of Assignment)

(End of Form of Bond)

Section 14. Delivery of Bonds and Initial Registration. When the Bonds have been duly executed, authenticated, registered and sold, the City shall deliver them to the Purchaser on receipt of the agreed purchase price. The Registrar shall initially register the Bonds in the name of the Purchaser as identified in the Sale Certificate.

Section 15. Disposition of Proceeds; Completion of Project. Except as herein otherwise specifically provided, the proceeds derived from the sale of the Bonds shall be used and paid solely for the valid costs of the Project.

A. Accrued Interest. Upon the sale of the Bonds, all moneys received as accrued interest, if any, shall be deposited into the Bond Fund, to apply on the payment of interest next due on the Bonds.

B. Acquisition Fund. An amount necessary from the Bonds, together with other legally available funds of the City, shall be deposited for the payment of the costs of the Improvement Project.

C. Expenses. To the extent not paid by the Purchaser, an amount necessary, together with other legally available funds of the City, shall be used to pay Expenses for the Bonds, from Bond proceeds.

D. Additional Deposit. Upon the issuance and sale of the Bonds, the City Finance Director shall cause legally available moneys to be deposited in the Acquisition Fund in such amount as she determines shall be necessary to assure that the amount of the Acquisition Fund will be sufficient to pay the costs of the Improvement Project.

E. Refunding. An amount necessary from the Bonds, together with other legally available funds of the City, shall be transferred to the Owners of the Refunded Bonds to effectuate the Refunding Project.

F. Use of Acquisition Fund. The Acquisition Fund shall be used to pay the costs of the Improvement Project when due. As soon as practicable after completion of the Improvement Project, and in any event not more than 60 days after completion of the Improvement Project, any balance remaining in the Acquisition Fund (other than any amount

retained by the City for any Improvement Project costs not then due and payable) shall be transferred from the Acquisition Fund and deposited in the Bond Fund and used by the City to pay principal and interest on the Bonds as same become due.

Section 16. Use of Proceeds. Except as otherwise specifically provided in this Bond Ordinance, the proceeds derived from the sale of the Bonds shall be used and paid solely for the purposes of the Project and including any costs relating to the issuance of the Bonds.

Section 17. Purchaser Not Responsible. The validity of the Bonds is neither dependent on nor affected by the validity or regularity of any proceedings related to the completion of the Project. Neither the Purchaser nor any subsequent Owner of any Bonds shall in any manner be responsible for the application or disposal by the City or by any officer or any employee or other agent of the City of the moneys derived from the sale of the Bonds or of any other moneys designated in this Bond Ordinance.

Section 18. Funds and Accounts. The City hereby creates or continues the following special and separate funds:

A. Acquisition Fund. The “City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023, Improvement Project Acquisition Fund” to be maintained by the City.

B. State-Shared Gross Receipts Tax Income Fund. The “City of Truth or Consequences, New Mexico State-Shared Gross Receipts Tax Income Fund” to be maintained by the City.

C. Bond Fund. The “City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023, Bond Fund” to be maintained by the City.

D. Reserve Fund. The “City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023, Reserve Fund” to be maintained by the City.

Section 19. Deposit of Pledged Revenues and Flow of Funds.

A. Income Fund. So long as any of the Bonds are outstanding either as to principal or interest, or both, the City shall credit all Pledged Revenues to the State-Shared Gross Receipts Tax Income Fund. The following payments shall be made from the Income Fund.

B. Bond Fund.

(i) As a first charge on the State-Shared Gross Receipts Tax Income Fund, the following amounts shall be withdrawn from the State-Shared Gross Receipts Tax Income Fund and shall be credited to the Bond Fund:

(1) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments

necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each Interest Payment Date, one-sixth ($1/6^{\text{th}}$) of the amount necessary to pay the next maturing installment of interest on the Bonds then outstanding.

(2) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the outstanding Bonds and monthly thereafter, commencing on each principal payment date, one twelfth ($1/12^{\text{th}}$) of the amount necessary to pay the next maturing installment of principal on the Bonds then outstanding.

C. Credit. In making the deposits required to be made into the Bond Fund, if there are any amounts then on deposit in the Bond Fund available for the purpose for which such deposit is to be made, the amount of the deposit to be made pursuant to paragraph (B) above shall be reduced by the amount available in such fund for such purpose.

D. Transfer of Money out of Bond Fund. Each payment of principal and interest becoming due on the Bonds shall be transferred from the Bond Fund to the Paying Agent on or before two Business Days prior to the due date of such payment.

E. Reserve Fund. Unless otherwise provided in the Sale Certificate, no deposit shall be required in the Reserve Fund so long as the Pledged Revenues in each Fiscal Year equal or exceed 200% of the maximum annual principal and interest coming due in any subsequent Fiscal Year on all outstanding Parity Obligations. If the Pledged Revenues in any Fiscal Year are insufficient to meet the test set forth in the preceding sentence, the City shall acquire a Reserve Fund Insurance Policy in an amount equal to the Minimum Reserve or shall begin making substantially equal monthly deposits in the Reserve Fund from the first legally available Pledged Revenues so that after 24 months an amount equal to the Minimum Reserve will be held in the Reserve Fund. After funding the Reserve Fund in an amount equal to the Minimum Reserve, no additional payments need be made into the Reserve Fund so long as the moneys therein shall equal not less than the Minimum Reserve. The moneys in the Reserve Fund shall be accumulated and maintained as a continuing reserve to be used, except as hereinafter provided in paragraph (L) of this Section, only to prevent deficiencies in the payment of the principal of and interest on the Bonds resulting from failure to deposit into the Bond Fund sufficient funds to pay the principal and interest as the same accrue.

F. Defraying Delinquencies in the Bond Fund and Reserve Fund. If, in any month, the City shall, for any reason, fail to pay into the Bond Fund the full amount above stipulated for the Bonds from the Pledged Revenues, then an amount shall be paid into the Bond Fund in such month from the Reserve Fund (if moneys are then on deposit in the Reserve Fund) equal to the difference between that paid from the Pledged Revenues and the full amount so stipulated. If the moneys paid into the Bond Fund from the Reserve Fund are not equal to the amount required to be paid into the Bond Fund for such month, then in the following month, an amount equal to the difference between the amount paid and the amount required shall be deposited into the Bond Fund, in addition to the normal payment required to be paid in such month, from the first Pledged Revenues thereafter received and not required to be otherwise

applied. The money deposited in the Bond Fund from the Reserve Fund, if any, shall be replaced in the Reserve Fund from the first Pledged Revenues thereafter received not required to be otherwise applied. If, in any month, the City shall, for any reason, fail to pay into the Reserve Fund the full amount required, the difference between the amount paid and the amount so stipulated shall in a like manner be paid therein from the first Pledged Revenues thereafter received and not required to be otherwise applied. The moneys in the Reserve Fund shall be used solely and only for the purpose of paying any deficiencies in the payment of the principal of and the interest on the Bonds. Cash accumulated in the Reserve Fund shall not be invested in a manner which could cause the Bonds to become arbitrage bonds within the meaning of the Code. Any investments held in the Reserve Fund shall be valued annually, on or about June 1, at their current fair market value and, if the amount then on deposit in the Reserve Fund exceeds the Minimum Reserve, all amounts in excess of such Minimum Reserve shall be transferred to the Bond Fund and used to pay principal of and interest on the Bonds.

G. Payment of Parity Obligations. Concurrently with the payment of the Pledged Revenues required by paragraphs (B), (E) and (F) of this Section, any amounts on deposit in the State-Shared Gross Receipts Tax Income Fund shall be used by the City for the payment of principal of, interest on and debt service reserve fund deposits relating to Parity Obligations, payable from the State-Shared Gross Receipts Tax Revenues, as the same accrue. If funds on deposit in the State-Shared Gross Receipts Tax Income Fund are not sufficient to pay when due the required payments of principal of, interest on and debt service reserve fund deposits relating to the Bonds and any other outstanding Parity Obligations, then the available and applicable funds in the State-Shared Gross Receipts Tax Income Fund will be used, first, on a pro rata basis, based on the amount of principal and interest then due with respect to each series of outstanding Parity Obligations, for the payment of principal of and interest on all series of outstanding Parity Obligations and, second, to the extent of remaining available funds in the State-Shared Gross Receipts Tax Income Fund, on a pro rata basis, based on the amount of debt service reserve fund deposits then required with respect to each series of outstanding Parity Obligations, for the required debt service reserve fund deposits for all series of outstanding Parity Obligations.

H. Termination Upon Deposits to Maturity. No payment shall be made into the Bond Fund or the Reserve Fund if the amounts (excluding any amount in the Reserve Fund represented by a Reserve Fund Insurance Policy) in such funds total a sum at least equal to the entire aggregate amount due as to principal, premium, if any, and interest, on the Bonds to their respective maturities or applicable redemption dates, in which case moneys in the Bond Fund and the Reserve Fund in an amount at least equal to such respective principal and interest requirements shall be used solely to pay such obligations as the same accrue, and any moneys in excess thereof in the Bond Fund and the Reserve Fund may be used as provided below.

I. Payment for Subordinate State-Shared Gross Receipts Tax Obligations. Subsequent to the payments required by paragraphs (B), (E), (F) and (G) of this Section, any balance remaining in the State-Shared Gross Receipts Tax Income Fund, after making the payments hereinabove provided, shall be used by the City for the payment of interest on and the principal of additional obligations, if any, hereafter authorized to be issued and payable from the State-Shared Gross Receipts Tax Revenues with a lien on the State-Shared Gross Receipts Tax Revenues junior or subordinate to the lien thereon of the Bonds (provided that such payments

may be made at any intervals as may be provided in the ordinance or resolution authorizing such additional obligations).

J. Payment from Other Sources. Notwithstanding any other provisions of this Bond Ordinance, the City may, in its sole discretion, choose to apply other legally available funds to the payment of the Bonds.

K. Surplus Revenues. After making all the payments hereinabove required to be made by this Section, and paying the Bond Insurer all amounts due or to become due to the Bond Insurer, the remaining Pledged Revenues, if any, may be applied to any other lawful purpose, as the City may from time to time determine.

Section 20. General Administration of Funds. The funds designated in Section 18 shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be deposited in one or more bank accounts in an Insured Bank or Banks. Each fund or account shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the designated purpose. Payments shall be made into the proper fund or account on the first day of the month except when the first day shall not be a Business Day, then payment shall be made on the next succeeding Business Day. No later than two Business Days prior to each Interest Payment Date, moneys sufficient to pay interest and principal then due on the Bonds shall be transferred to the Paying Agent. Nothing in this Bond Ordinance shall prevent the City from establishing one or more bank accounts in an Insured Bank or Banks for all the funds required by this Bond Ordinance or shall prevent the combination of such funds and accounts with any other bank account or accounts or investments for other funds and accounts of the City.

B. Investment of Moneys. Moneys, if any, in the Reserve Fund shall be invested in accordance with paragraph (C) of this Section 20 and moneys in any other fund or account not immediately needed may be invested in any Permitted Investment allowed by the laws of the State. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Finance Director shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

C. Reserve Fund. Moneys, if any, in the Reserve Fund may be invested only in Permitted Investments with a maturity not greater than five years (except for investment agreements approved in writing by the Bond Insurer). The City shall annually, on or about June 1 of each year, commencing on the first June 1 succeeding funding of the Reserve Fund, value the Reserve Fund on the basis of the current fair market value of deposits and investments credited to the Reserve Fund. For purposes of determining the amount on deposit in the Reserve Fund, any Reserve Fund Insurance Policy held by, or the benefit of which is available to, the

City as security for the Bonds shall be deemed to be a deposit in the face amount of the policy or the stated amount of the credit facility provided, except that, if the amount available under a Reserve Fund Insurance Policy has been reduced as a result of a payment having been made thereunder or as a result of the termination, cancellation or failure to such Reserve Fund Insurance Policy and not reinstated or another Reserve Fund Insurance Policy provided, then, in valuing the Reserve Fund, the value of such Reserve Fund Insurance Policy shall be reduced accordingly. If, upon any valuation, the value of the Reserve Fund exceeds the Minimum Reserve, the excess amount shall be withdrawn and deposited into the Bond Fund; if the value is less than the applicable requirement, the City shall replenish such amounts from the first Pledged Revenues thereafter received not required to be otherwise applied or other monies legally available therefor.

At such time as the Bonds are paid in full or are deemed to be paid in full, the amount on deposit in the Reserve Fund may be used to pay the final installments of principal and interest on the Bonds and otherwise may be withdrawn and transferred to the City to be used for any lawful purpose, provided that, if such amounts are used for a purpose other than payment of the Bonds, there shall be delivered an opinion of nationally recognized bond counsel that the purpose for which such funds are to be used is a lawful purpose for which such proceeds may be used under the laws of the State of New Mexico and that such use shall not result in the inclusion of interest on any Bonds in gross income of the recipient thereof for federal income tax purposes.

If moneys have been withdrawn from the Reserve Fund or a payment has been made under a Reserve Fund Insurance Policy constituting all or a portion of the Reserve Fund, and deposited into the Bond Fund to prevent a default on the Bonds, then the City will pay, from Pledged Revenues or other monies legally available therefor, the full amount so withdrawn, together with interest, if any, required under the terms of the Reserve Fund Insurance Policy, or so much as shall be required to restore the Reserve Fund to the Minimum Reserve and to pay such interest, if any. Such repayment shall be made as required by paragraph (F) of Section 19.

The City may in part, or in whole, replace amounts in the Reserve Fund with a Reserve Fund Insurance Policy if the City receives written consent of the Bond Insurer prior to such replacement.

Section 21. First Lien on Pledged Revenues. The Bonds constitute an irrevocable and first lien on the Pledged Revenues.

Section 22. Additional Bonds and Other Obligations Payable from Pledged Revenues.

A. Limitations Upon Issuance of Parity Obligations. Nothing in this Bond Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional bonds or other obligations payable from the Pledged Revenues and constituting a lien upon the Pledged Revenues on a parity with, but not prior or superior to, the lien of the Bonds, nor to prevent the issuance of bonds or other obligations refunding all or a part of the Bonds herein authorized, provided, however, that before any such additional Parity Obligations are issued including those parity lien refunding bonds and other parity lien refunding obligations which refund subordinate lien bonds and other subordinate lien obligations, but not including

parity lien refunding bonds and other parity lien refunding obligations which refund outstanding Parity Obligations as permitted by Sections 23(B)(i) and 23(D)(i):

(i) the City is then current in all of the accumulations required to be made in the Bond Fund and Reserve Fund, if any, pursuant to Section 19; and

(ii) the Pledged Revenues received by the City for the Fiscal Year immediately preceding the date of issuance of such additional Parity Obligations shall have been sufficient to pay an amount representing at least 200% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on the then Outstanding Bonds, all other then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding any reserves therefor); provided that if such additional Parity Obligations are issued as variable rate obligations, the highest interest rate allowed by the instruments authorizing such additional Parity Obligations shall be used in making such calculation.

B. Certification or Opinion Regarding Pledged Revenues. A written certificate or opinion by the City Finance Director that the Pledged Revenues are sufficient to pay the required amounts under the test in paragraph (A) of this Section, shall conclusively determine the right of the City to issue additional Parity Obligations. The City Finance Director may utilize the results of any annual audit to the extent it covers the applicable period.

C. Subordinate Obligations Permitted. Nothing contained in this Bond Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional bonds or other obligations payable from the Pledged Revenues and constituting a lien upon the Pledged Revenues subordinate, inferior and junior to the lien on the Bonds.

D. Superior Obligations Prohibited. Nothing contained herein shall be construed so as to permit the City to issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to the Bonds.

Section 23. State-Shared Gross Receipts Tax Refunding Bonds. The provisions of Section 22 are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time after the Bonds, or any part thereof, shall have been issued and remain outstanding, the City shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, such bonds or other obligations, or any part thereof, may be refunded (but only with the consent of the registered owner or owners thereof, unless the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the City's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed (except as provided in Sections 22(C) or 22(D)).

B. Limitations Upon Issuance of Parity Refunding Obligations. No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with the Bonds, unless:

(i) The lien on the Pledged Revenues of the outstanding obligations so refunded is on a parity with the lien thereon of the Bonds; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 22(A).

C. Refunding Part of an Issue. The refunding bonds or other obligations so issued shall enjoy complete equality of lien with the portion of any bonds or other obligations of the same issue which is not refunded, if any there be; and the registered owner or owners of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the registered owner or owners of the bonds or other obligations of the same issue refunded thereby.

D. Limitations Upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the City may by ordinance provide, but without any impairment of any contractual obligations imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, without limitation, the Bonds). If only a part of the outstanding Bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the registered owner or owners of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest requirements evidenced by such refunding obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 22(A); or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

Section 24. Equality of Bonds. No Bond shall be entitled to any priority over another in the application of the Pledged Revenues, regardless of the time or times of their issuance, it being the intention of the Commission that there shall be no priority among the Bonds regardless of the fact that they may be actually issued and delivered at different times.

Section 25. Protective Covenants. The City covenants and agrees with each and every registered owner of the Bonds that, so long as any of the Bonds remains Outstanding:

A. Use of Bond Proceeds. The City, with the proceeds derived from the sale of the Bonds, shall proceed without delay to carry out the Project as herein provided.

B. Payment of Bonds. The City shall promptly pay the principal of and the interest of every Bond at the place, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof. Such principal and interest are payable

solely from the Pledged Revenues; provided that nothing herein shall prevent the City, in its discretion, from paying such principal and interest from any other legally available funds.

C. Records. The City shall keep books of record and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues.

D. Audits. The City shall, within 180 days following the close of each Fiscal Year, cause an audit of such books and accounts related to the Pledged Revenues to be made by an Independent Accountant unless the audit cannot be conducted within 270 days following the close of each Fiscal Year because the State Auditor or other authority of the State with superintending control of the audit directs that the audit be made by a designated auditor under different time deadlines or by the State Auditor's office and staff, in which case, the City will use its best efforts to have the audit completed as soon as possible following the close of the Fiscal Year.

E. Extending Interest Payments. In order to prevent any accumulation of claims for interest after maturity the City shall not directly or indirectly, extend or assent to the extension of the time for payment of any claim for interest on any of the Bonds, and it shall not directly or indirectly be a party to or approve any arrangement for such extension or for the purpose of keeping alive any of said interest and in case the time for payment of any such interest shall be extended, such installment or installments of interest after such extension or arrangement shall not be entitled in case of default hereunder to the benefit or security of this Bond Ordinance except subject to the prior payment in full of the principal of all Bonds then outstanding, and of matured interest on such Bonds the payment of which not been extended.

F. Performing Duties. The City shall faithfully and punctually perform all duties with respect to the Bonds required by Constitution and laws of the State of New Mexico, and ordinances and resolutions of the City, including but not limited to the proper segregation of the Pledged Revenues and their application to the respective funds and accounts.

G. Other Liens. Other than as described in this Bond Ordinance, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

H. Duty with Respect to Pledged Revenues. If the statutes or any ordinance which materially affects the Pledged Revenues or any part of such ordinances shall ever be held to be invalid or unenforceable, the City shall immediately take any action necessary to produce sufficient Pledged Revenues to comply with the contracted obligations of this Bond Ordinance, except as is provided in Section 25(I).

I. Impairment of Contract. Any law or ordinance or resolution of the City in any manner affecting the Pledged Revenues or the Bonds, or otherwise appertaining thereto, shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Outstanding Bonds, unless the consent of the required percentage of the Owners of the then Outstanding Bonds is obtained pursuant to Section 34.

J. City's Existence. The City shall maintain its corporate identity and existence unless another political subdivision by operation of law succeeds to the duties,

privileges, powers, liabilities, disabilities, immunities and rights of the City, and is obligated by law to receive and distribute the Pledged Revenues in place of the City, without affecting to any substantial degree the privileges and rights of any Owner.

Section 26. Defeasance. When all principal, any applicable prior redemption premium, and interest in connection with the Bonds have been duly paid, the pledge and lien and all obligations hereunder shall thereby be discharged and the Bonds shall no longer be deemed to be Outstanding within the meaning of this Bond Ordinance. There shall be deemed to be such due payment as to any Bond when the Commission has placed in escrow and in trust with a commercial bank located within or without the State and exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may initially be invested) to meet all requirements of principal, interest and any applicable prior redemption premium as the same become due to its maturity or designated redemption date as of which the City shall have exercised or obligated itself to exercise its option to call such Bond. The Federal Securities shall become due prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Commission and such bank at the time of the creation of the escrow or the Federal Securities shall be subject to the redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. Federal Securities within the meaning of this Section 26 shall include only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which are not callable prior to maturity by the issuer of such obligations.

Section 27. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of the Bond Ordinance, including, without limiting the generality of the foregoing, the publication of the summary of publication set out in Section 37 of the Bond Ordinance (with such changes, additions and deletions as they may determine), the distribution of material relating to the Bonds, the printing of the Bonds, the printing, execution and distribution of a Preliminary and final Official Statement, and the execution and delivery of the Bond Purchase Agreement, the Continuing Disclosure Undertaking and of such certificates as may be required by the Purchaser, the Bond Purchase Agreement, or bond counsel. The use and distribution of the Preliminary Official Statement and the Official Statement in connection with the sale of the Bonds to the public is hereby ratified, authorized, approved and acknowledged.

The City Manager, or her successor in interest, is hereby authorized and directed to make such changes or corrections to the procedures established in the Bond Ordinance relating to the times of day or the days on which actions are required to be taken, or the persons responsible for particular actions, the form of notice of the occurrence of events, the types and forms of actions required and other similar administrative matters which, in her judgment, are necessary and appropriate to accomplish the purposes of the Bond Ordinance. The Manager, or her successor in interest or title, shall give notice of any such changes or corrections to all persons affected thereby, to Bond Counsel for the City and shall file with the City Clerk-Treasurer a certificate of such changes and corrections.

Pursuant to the Supplemental Public Securities Act, Section 6-14-8 et seq., NMSA 1978, the Mayor and Manager are each hereby delegated authority to execute the Bond

Purchase Agreement, the Sale Certificate and to determine any or all of the final terms of the Bonds, subject to the parameters and conditions contained in this Bond Ordinance. The Mayor or Manager shall present the Sale Certificate to the Commission in a timely manner, before or after delivery of the Bonds, at a regularly scheduled public meeting of the Commission.

Section 28. Events of Default. Each of the following events is an "Event of Default":

A. Nonpayment of Principal. Any payment of the principal of any of the Bonds is not made when due and payable, either at maturity, by proceedings for prior redemption, or otherwise.

B. Nonpayment of Interest. Any payment of any installment of interest on the Bonds is not made when the same becomes due and payable or within 30 days thereafter.

C. Default of any Provision. Any failure by the City to observe or perform any covenant, condition or agreement on its part to be observed or performed (other than as referred to in Section 28(A) or Section 28(B)), which failure continues for a period of 60 days after written notice specifying the failure and requesting that it be remedied has been given to the City by the Owners of 25% in principal amount of the Bonds then Outstanding.

D. Bankruptcy or Insolvency of City. (1) The City shall (a) apply for or consent to the appointment of or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the City or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, or reorganization or (2) a proceeding or case shall be commenced, without application or consent of the City, in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the City, (b) appointment of a trustee, receiver, custodian, liquidator or the like of the City or of all or a substantial part of its assets, or (c) similar relief in respect of the City under any law relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts.

Section 29. Remedies Upon Default. Upon the occurrence and during the continuance of any Event of Default, the Owners of not less than 25% in principal amount of the Bonds then Outstanding, including but not limited to a trustee or trustees therefor, may proceed against the City, the Commission, and its agents, officers and employees to protect and enforce the rights of any Owner under this Bond Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for specific performance of any covenant or agreement contained herein or in an award or execution of any power herein granted for the enforcement of any power, legal or equitable remedy as such Owners may deem most effectual to protect and enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any registered owner, or to require the Commission to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds then Outstanding. The failure of any Owner to so proceed shall not relieve the City or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege of any Owner (or trustee thereof) is in

addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 30. Duties Upon Default. Upon the occurrence and during the continuance of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners to protect and preserve the security created for the payment of the principal of and interest on the Bonds promptly as the same become due. In the event the City fails or refuses to proceed as provided in this Section 30, the registered Owners of not less than 25% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of the Owners as hereinabove provided.

Section 31. Federal Tax Matters.

A. Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The City has no "subordinate entities" with authority to issue tax-exempt obligations within the meaning of that Section of the Code. In that connection, the Commission hereby covenants that the Commission in or during the calendar year in which the Bonds are issued, (i) will not designate as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code tax-exempt obligations, including the Bonds, in an aggregate principal amount in excess of ten million dollars and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding ten million dollars.

B. Tax Compliance. The City (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 excludable 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 on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government from the Rebate Fund, if required, (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, Manager, Finance Director 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, if any, as may be required or appropriate to assure such exclusion of that interest.

C. Rebate Fund. In furtherance of the covenants set forth in the preceding paragraph, the City hereby establishes a fund separate from any other funds established and maintained hereunder designated as the Rebate Fund (the "Rebate Fund"). Money and investments in the Rebate Fund shall not be used for the payment of the Bonds and amounts credited to the Rebate Fund shall be free and clear under any pledge under this Bond Ordinance. Money in the Rebate Fund shall be invested pursuant to the procedure that in a manner provided

in Section 20 for investment of money, and all amounts on deposit in the Rebate Fund shall be held by the City, or a designated trustee, in trust, to the extent required to pay rebatable arbitrage to the United States of America. The City shall unconditionally be entitled to accept and rely upon the recommendation, advice, calculation and opinion of an accounting firm or other person or firm with knowledge of or experience in advising with respect to the provisions of the Code relating to rebatable arbitrage. The City shall remit all rebate installments and the final rebate payment to the United States of America as required by the provisions of the Code. Any moneys remaining in the Rebate Fund after redemption and payment of all the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and remitted first to the Bond Insurer to the extent of any amounts owed to the Bond Insurer and then to the City.

Section 32. Severability. If any section, paragraph, clause or provision shall 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 Bond Ordinance.

Section 33. Repealer Clause. All ordinances or resolutions or parts of ordinances or resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution or part of any ordinance or resolution heretofore repealed.

Section 34. Amendment. This Bond Ordinance may be amended without the consent of the holder of any Bond to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained herein, to add to the covenants and agreements in this Bond Ordinance for the protection or benefit of the Owners, to subject to this Bond Ordinance additional revenues, properties or collateral, to comply with the provisions of the Code, or to comply with any rule or regulation of the Securities and Exchange Commission relating to the Bonds. Except as provided above, this Bond Ordinance may be amended or supplemented by ordinance adopted by the Commission in accordance with the laws of the State, without receipt by the City of any additional consideration but with the written consent of the Owners of 75% of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that no such ordinance (without the consent of the registered owners of all of the Bonds authorized by this Bond Ordinance and outstanding at the time of adoption of such amendatory or supplemental ordinance) shall have the effect of permitting:

- A. An extension of the maturity of any Bond; or
- B. A reduction in the principal amount of any Bond, the rate of interest thereon or the prior redemption premium due in connection therewith; or
- C. The creation of a lien upon or pledge of Pledged Revenues ranking prior to the lien or pledge created by this Bond Ordinance; or
- D. A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or
- E. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Bond Ordinance; or

F. The modification of or otherwise affecting the rights of the registered owners of less than all of the Bonds then outstanding.

Notwithstanding the foregoing, prior to the issuance of the Bonds, this Bond Ordinance may be amended by resolution of the City Commission to cure, correct or supplement any defect or inconsistent provision contained herein.

Section 35. Payment Due on Other Than Business Days. In any case where the date of payment of principal, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds, or the date for performing any act or exercising any right, shall be a day other than a business day, then payment of interest or principal and premium, if any, or the performance of such act or exercise of such right need not be made on such date but may be made on the next succeeding business day with the same force and effect as if it had been made on the date scheduled for such payment, performance, or exercise.

Section 36. Bond Ordinance Irrepealable. After any of the Bonds are issued, this Bond Ordinance shall be and remain irrepealable until the Bonds and interest thereon shall be fully paid, cancelled and discharged as therein provided, or have been deemed paid as provided in Section 26.

Section 37. Publication of Bond Ordinance. The following notice shall be published one time in the *Sierra County Sentinel*, being a legal newspaper published and of general circulation in the City, as soon as is practicable following the adoption hereof:

(Form of Notice of Adoption)

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE NO. 756

Notice is given of the adoption by the City Commission of the City of Truth or Consequences, New Mexico of its Ordinance No. 756 on November 8, 2023, relating to City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE AND SALE OF THE CIT OF TRUTH OR CONSEQUENCES, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2023 IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,500,000 FOR THE PURPOSE TO (1) ACQUIRE, CONSTRUCT, FURNISH, EQUIP, BEAUTIFY AND IMPROVE A PUBLIC SAFETY BUILDING FOR THE BENEFIT OF THE CITY AND ITS RESIDENTS, (2) TO REFINANCE, PAY AND DISCHARGE CERTAIN OF THE CITY'S OUTSTANDING LOAN AGREEMENTS WITH THE NEW MEXICO FINANCE AUTHORITY, AND (3) PAY COSTS OF ISSUANCE OF THE SERIES 2023 BONDS; PROVIDING THAT THE SERIES 2023 BONDS WILL BE PAYABLE AND COLLECTIBLE FROM AND SECURED BY A

PLEDGE OF THE GROSS RECEIPTS TAX DISTRIBUTED TO THE CITY PURSUANT TO SECTION 7-1-6.4 NMSA 1978, AS AMENDED; PROVIDING FOR THE DISPOSITION OF THE RECEIPTS DERIVED FROM SAID TAX PROCEEDS; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE SERIES 2023 BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE TERMS AND OTHER DETAILS CONCERNING THE SERIES 2023 BONDS; PROVIDING FOR CERTAIN DOCUMENTS PERTAINING TO THE SERIES 2023 BONDS; RATIFYING ACTION PREVIOUSLY TAKEN; REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUE AND SALE OF THE SERIES 2023 BONDS.

The title sets forth a general summary of the subject matter contained in the ordinance.

Complete copies of the ordinance are on file in the Office of the City Clerk-Treasurer and are available for inspection and/or purchase during regular office hours. This Notice constitutes compliance with Sections 6-14-4 through 6-14-7 NMSA 1978.

(End of Form of Notice of Adoption)

Section 38. Interested Parties. Nothing in this Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Registrar, the Paying Agent, the Purchaser, the Bond Insurer and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation hereof.

Section 39. Limitation on City's Liability. NOTWITHSTANDING ANY PROVISION OF THIS BOND ORDINANCE TO THE CONTRARY, THE OBLIGATIONS OF THE CITY UNDER THIS BOND ORDINANCE ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND CERTAIN PROCEEDS OF THE SALE OF THE BONDS. NEITHER THE FAITH AND CREDIT, NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE CITY, IS PLEDGED TO THE PAYMENT OR PERFORMANCE OF SUCH OBLIGATIONS. NO AGREEMENTS OR PROVISIONS CONTAINED IN THIS BOND ORDINANCE OR ANY OTHER DOCUMENT OR INSTRUMENT RELATED TO THE BONDS SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE CITY, ITS OFFICERS, ITS EMPLOYEES OR MEMBERS OF ITS GOVERNING BODY OR CONSTITUTE A CHARGE AGAINST THE CITY'S GENERAL CREDIT, OR OBLIGATE THE CITY FINANCIALLY IN ANY WAY, EXCEPT WITH RESPECT TO THE PLEDGED REVENUES, AND THEIR APPLICATION AS PROVIDED IN THIS BOND ORDINANCE. NO FAILURE OF THE CITY TO COMPLY WITH ANY TERMS, COVENANTS OR AGREEMENTS IN THIS BOND ORDINANCE OR IN ANY OTHER DOCUMENT OR INSTRUMENT RELATED TO THE BONDS SHALL SUBJECT THE CITY, ITS OFFICERS, ITS EMPLOYEES OR MEMBERS OF ITS GOVERNING BODY TO ANY PECUNIARY CHARGE OR LIABILITY EXCEPT TO THE EXTENT THAT THE

SAME CAN BE PAID OR RECOVERED FROM THE PLEDGED REVENUES AND CERTAIN PROCEEDS OF THE SALE OF THE BONDS.

Section 40. Governing Law. All rights and obligations of the parties with respect to the Bonds and this Bond Ordinance shall be construed, enforced, and interpreted according to the laws of the State. Venue with regard to any action relating to the Bonds or this Bond Ordinance shall be in federal or state district court located in the State.

[Signature Page Follows]

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

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

Commissioner _____ then moved that the ordinance as filed with the City Clerk-Treasurer at this meeting be passed and adopted. Commissioner _____ seconded the motion.

The question being upon the passage and adoption of the ordinance, the motion was voted upon with the following result:

Those Voting Yea:

Those Voting Nay:

Those Absent:

The Mayor thereupon declared that at least three-fourths of all the members of that Commission having voted in favor thereof, the motion was carried and the ordinance duly passed and adopted.

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 November, 2023.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.1

SUBJECT: Discussion/Action – Financing Options for the Law Enforcement Facility

DEPARTMENT: Community Development

DATE SUBMITTED: October 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Mark Valenzuela – Bosque Advisors LLC

Summary/Background:

Mark will present and discuss finance options for the Law Enforcement Facility

Recommendation:

Discuss and approve a Financing option

Attachments:

-
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10-11-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.2

SUBJECT: Discussion/Action –Out of State Travel Pertaining to Law Enforcement Funding Option

DEPARTMENT: Community Development

DATE SUBMITTED: October 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chief Luis Tavizon/Mark Valenzuela Bosque Advisors

Summary/Background:

Bosque Advisors recommends meeting with financial analyst in person pertaining to Law Enforcement Funding Options. Attendees should be Chief of Police, Mayor or Mayor Pro tem and possibly City Manager (TBD). Travel would be either California or New York (TBD). Estimated costs noted below.
\$1,800 - \$2,250 per person (includes flight and hotel stay).

Recommendation:

Approve out of state travel pursuant to funding option

Attachments:

-
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10-11-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.3

SUBJECT: Spaceport America presentation
DEPARTMENT: City Manager's Office
DATE SUBMITTED: October 3, 2023
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Charlie Hurley & Dr. Francisco Pallares

Summary/Background:

Presentation to provide an update of the Spaceport

Recommendation:

N/A

Attachments:

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

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): N/A

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 10-11-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.4

SUBJECT: Water Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: October 6, 2023
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Water Update

Recommendation:

Presentation only

Attachments:

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

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 10-11-2023



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.5

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: October 4, 2023
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

Summary/Background:

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

Recommendation:

Approval Recommended by Finance Director

Attachments:

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

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 10-11-2023

2023-24 Fiscal Year

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
78957 (PO)	Integrity Body Shop LLC	Repairs to 2021 Dodge	Chief Tavizon	Police Dept	\$ 24,574.39	
90868	Lonestar Freightliner Group LLC	4000 Gallon Water Tank Truck	Buster Smith	Streets	\$ 200,000.00	
					\$ 224,574.39	

Date _____

Date _____



Integrity Body Shop LLC
 Jimmy Herrera
 1815 Copper Loop
 Las Cruces, NM 88005
 Business Phone: (575) 386-2819
 inauco575@gmail.com

Estimate
 Est # 2935
 ID # 13732662
 Estimator: Jimmy Herrera

Vehicle Info
 2021 Dodge -Durango Citadel
 1C4SDJFTXMC825746
 Body Type: 4 Door Utility
 Engine: 5.7L 8 Cyl Gas Injected
 Production Date: 2021

Owner
 CITY OF TRUTH OR
 CONSEQUENCES LESLIE
 ROMERO
 (575) 894-9225
 fleetadmin@torcnm.org

Insurance Company
 Inspection Date: 09/26/2023

	Oper	Description	Part Number	Price	Labor
FRONT BUMPER					
1	Replace	FRT BUMPER COVER	68510293AD	\$615.00	Included 3.2 hrs. Paint panel 1.3 hrs. Refinish
		1.3 hrs. Clearcoat			1.3 hrs. Refinish
2	Overhaul	O/H BUMPER COVER ASSY (INCLUDES R&I) (FRT BUMPER COVER ASSY)			4 hrs. Body
3	R&R	ADD TO R&R OR O/H BUMPER COVER ASSY (FRT ADD W/PARKING SENSOR)			0.6 hrs. Body
4	Replace	FRT BUMPER IMPACT ABSORBER	68533296AA	\$71.15	
5	Replace	FRT BUMPER REINFORCEMENT BAR	68227140AC	\$329.00	0.4 hrs. Body
6	Replace	L FRT BUMPER COVER GRILLE	68460455AB	\$34.20	Included
7	Replace	L FRT BUMPER COVER GRILLE	6UZ33RXFAA	\$26.45	Included
8	Replace	R FRT BUMPER COVER GRILLE	6UZ32RXFAA	\$26.45	Included
9	Replace	FRT BUMPER LICENSE PLATE BRACKET	6UZ62RXFAB	\$28.10	Included
10	Replace	L FRT BUMPER BRACKET	68411419AE	\$8.50	Included
11	Replace	R FRT BUMPER BRACKET	68411418AE	\$8.85	Included
12	Replace	L FRT BUMPER SIDE BRACKET	68533283AA	\$97.35	Included
13	Replace	R FRT BUMPER SIDE BRACKET	68533282AA	\$97.35	Included
14	Replace	FRT BUMPER GRILLE	6UZ27RXFAB	\$69.25	Included
15	Replace	FRT BUMPER GRILLE TRIM	7EJ44RXFAA	\$81.20	Included
16	Replace	FRT CRUISE CONTROL SENSOR COVER	6UZ25RXFAA	\$17.95	0.3 hrs. Body
17	Replace	FRT CRUISE CONTROL ADAPTIVE SENSOR	68440581AI	\$439.00	0.3 hrs. Body
18	Replace	FRT LWR BUMPER MOULDING	6YQ43DX8AA	\$85.45	Included
19	Replace	FRT BUMPER APPLIQUE	68510368AA	\$161.00	0.5 hrs. Body
20	Replace	L FRT BUMPER FOG LAMP BEZEL	ORDER FROM DEALER	\$59.55	Included
21	Replace	R FRT BUMPER FOG LAMP BEZEL	ORDER FROM DEALER	\$65.60	Included
22	Replace	FRT BUMPER AIR DAM	6UZ17RXFAA	\$84.25	Included
23	Replace	L FRT OTR BUMPER PROTECTOR	68299199AC	\$23.50	Included
24	Replace	R FRT OTR BUMPER PROTECTOR	68299198AC	\$23.50	Included
25	Replace	FRT CTR BUMPER AIR DEFLECTOR	68466312AA	\$68.70	Included
26	Replace	L FRT OTR BUMPER AIR DEFLECTOR	68466313AB	\$39.10	Included
27	Replace	FRT LWR BUMPER BAFFLE	68533284AA	\$42.50	Included
GRILLE					

Customer:

Estimate #: 2935

28	Replace	GRILLE	6UZ19MALAA	\$360.00	Included
29	Replace	GRILLE BRACKET	68227833AA	\$80.05	
30	Replace	CTR GRILLE SURROUND	6UZ38RXFAA	\$168.00	0.4 hrs. Body
31	Replace	L OTR GRILLE SURROUND	6UZ41RXFAA	\$39.10	0.2 hrs. Body
32	Replace	R OTR GRILLE SURROUND	6UZ30SZ0AA	\$60.20	0.2 hrs. Body
33	Replace	GRILLE FILLER PANEL	5113714AC	\$101.00	

FRONT LAMPS

34	R&I	LEFT R&I COMBINATION LAMP ASSY (L FRONT COMBINATION LAMP)			Included
35	R&I	RIGHT R&I COMBINATION LAMP ASSY (R FRONT COMBINATION LAMP)			Included
36	Check/Adjust	AIM LAMPS (HEADLAMPS)			0.4 hrs. Body
37	Replace	L FRT COMBINATION LAMP	68433785AE	\$1,310.00	0.6 hrs. Body
38	Check/Adjust	AIM LAMPS (HEADLAMPS)			0.4 hrs. Body
39	Replace	R FRT COMBINATION LAMP	68433784AE	\$1,465.00	0.6 hrs. Body
40	Replace	L FRONT SIDE MARKER LAMP ASSEMBLY	68476819AA	\$35.90	0.2 hrs. Body
41	Replace	R FRONT SIDE MARKER LAMP ASSEMBLY	68476818AA	\$35.90	0.2 hrs. Body

HOOD

42	Replace	HOOD PANEL	55369453AF	\$971.00	1.7 hrs. Body 2.9 hrs. Paint panel 1.2 hrs. Refinish
		1.2 hrs. Clearcoat			

COOLING

43	Replace	COOLING RADIATOR	68365278AA	\$856.00	2.4 hrs. Body
44	Replace	UPR COOLING RADIATOR SEAL	68442500AA	\$11.80	
45	Replace	COOLING FAN MODULE	68482691AC	\$446.00	1 hrs. Body
46	Replace	L COOLING RADIATOR SEAL	ORDER FROM DEALER	\$49.75	
47	Replace	R COOLING RADIATOR SEAL	ORDER FROM DEALER	\$49.75	
48	Replace	COOLING FLUID RESERVOIR	5165708AA	\$140.00	0.6 hrs. Body
49	Replace	COOLING DRIVE BELT	68485977AA	\$73.65	0.6 hrs. Body
50	Replace	UPR COOLING RADIATOR HOSE	55038028AJ	\$78.20	0.8 hrs. Body
51	Replace	LWR COOLING RADIATOR HOSE	ORDER FROM DEALER	\$89.30	0.9 hrs. Body

A/C /HEATER/VENTILATION

52	R&R	EVACUATE & RECHARGE SYSTEM (EVACUATE & RECHARGE A/C -M)			1.4 hrs. Mechanical
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FRONT FENDER

53	Replace	L FENDER PANEL	55369735AD	\$363.00	1.5 hrs. Body 2 hrs. Paint panel 0.8 hrs. Refinish
		0.8 hrs. Clearcoat			
54	Replace	R FENDER PANEL	55369734AD	\$373.00	1.5 hrs. Body 2 hrs. Paint panel 0.8 hrs. Refinish
		0.8 hrs. Clearcoat			
55	Replace	L FENDER LINER	68504093AA	\$82.35	0.4 hrs. Body
56	Replace	R FENDER LINER	68504092AA	\$82.35	0.4 hrs. Body
57	Replace	L FENDER UPPER PANEL ASSY	68277368AA	\$41.45	0.3 hrs. Body
58	Replace	R FENDER UPPER PANEL ASSY	68277378AA	\$28.45	0.3 hrs. Body
59	Replace	L FENDER WHEEL OPENING MLDG	57010821AF	\$230.00	0.4 hrs. Body
60	Replace	R FENDER WHEEL OPENING MLDG	57010820AF	\$230.00	0.4 hrs. Body

Customer:

Estimate #: 2935

FRONT INNER STRUCTURE					
61	Replace	L UPR FRT BODY SUPPORT	5156117AB	\$420.00	0.5 hrs. Body
62	Replace	R UPR FRT BODY SUPPORT	68223547AB	\$391.00	0.5 hrs. Body
63	Replace	FRT BODY UPPER TIE BAR	5156109AB	\$356.00	0.8 hrs. Body
64	Replace	L FRT BODY CROSS BRACE	5156112AA	\$80.05	0.3 hrs. Body
65	Replace	R FRT BODY CROSS BRACE	5156112AA	\$80.05	0.3 hrs. Body
66	Replace	L FRT BODY HEADLAMP MTG BRKT	68227827AA	\$133.00	0.5 hrs. Body
67	Replace	R FRT BODY HEADLAMP MTG BRKT	68227826AA	\$133.00	0.5 hrs. Body
68	Replace	LWR FRT BODY RADIATOR SUPPORT	5156113AA	\$528.00	9.6 hrs. Body
69	R&R	ADD TO R&R LOWER RADIATOR SUPPORT (ADD TO R&R MECHANICAL COMPONENTS -M)			1.4 hrs. Mechanical
70	Repair	L FRT BODY FRONT REINF -S			6 hrs. Body 1.5 hrs. Paint panel 0.6 hrs. Refinish
		0.6 hrs. Clearcoat			0.6 hrs. Refinish
71	Repair	R FRT BODY FRONT REINF -S			4 hrs. Body 1.5 hrs. Paint panel 0.6 hrs. Refinish
		0.6 hrs. Clearcoat			0.6 hrs. Refinish
AIR BAG SYSTEM					
72	Replace	AIR BAG CLOCKSPRING -M	7HJ37DX9AA	\$458.00	1.2 hrs. Mechanical
73	Replace	AIR BAG MODULE-DRIVER FRONT -M	6DR651Z7AB	\$617.00	Included
74	Replace	R AIR BAG IMPACT SENSOR -M	68492238AA	\$37.00	0.3 hrs. Mechanical
75	Replace	AIR BAG DRIVER KNEE MODULE -M	5SJ64DX9AD	\$1,020.00	0.8 hrs. Mechanical
76	Replace	AIR BAG MODULE-PASSENGER FRONT - M	68435746AF	\$330.00	0.7 hrs. Mechanical
77	Replace	AIR BAG OCCUPANT RESTRAINT MODULE -M	68492237AD	\$386.00	0.5 hrs. Mechanical
78	Replace	R AIR BAG SIDE CURTAIN MODULE -M	68250178AF	\$367.00	0.8 hrs. Mechanical
79	Replace	R FRT AIR BAG SIDE IMPACT SENSOR -M	68284054AA	\$13.60	0.3 hrs. Mechanical
ENGINE/BODY UNDER COVERS					
80	Replace	ENGINE UNDER COVER	55079191AE	\$134.00	0.3 hrs. Body
AIR CLEANER					
81	Replace	UPR AIR CLEANER HOSE	68251622AD	\$222.00	0.3 hrs. Body
82	Replace	AIR CLEANER DUCT	68022213AB	\$97.55	0.3 hrs. Body
83	Replace	AIR CLEANER RESONATOR BRKT	53013774AB	\$21.10	
INSTRUMENT PANEL					
84		R&I INSTRUMENT PANEL ASSY (INSTRUMENT PANEL ASSY -M)			9.2 hrs. Mechanical
85	R&I	INST PANEL GLOVE BOX DOOR			0.3 hrs. Body
CENTER CONSOLE					
86		R&I CENTER CONSOLE ASSY (CTR CONSOLE)			5.8 hrs. Body
FRONT DOOR					
87	Repair	L FRT DOOR SHELL			2 hrs. Body 2.4 hrs. Paint panel 1.0 hrs. Refinish
		1 hrs. Clearcoat			1.0 hrs. Refinish
88	Repair	R FRT DOOR SHELL			1 hrs. Body 2.4 hrs. Paint panel 1.0 hrs. Refinish
		1 hrs. Clearcoat			1.0 hrs. Refinish
89	Replace	REMOVE DECALS LT SIDE			2 hrs. Body
90	Replace	REMOVE DECALS RH SIDE			2 hrs. Body

Customer:

Estimate #: 2935

ROOF			
91		R&I HEADLINER (ROOF HEADLINER)	4.3 hrs, Body
OTHER			
92	Replace	COOLANT	\$25.00
93	Other	Sublet ADAS PRE-SCAN	
			\$125.00
		Final charge may vary, based on vehicle - Per Invoice	
94	Other	Sublet ADAS POST-SCAN	
			\$125.00
		Final charge may vary, based on vehicle - Per Invoice	

Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	82.8	\$48.00	\$3,004.80	
Body Supplies	82.8	\$10.00	\$628.00	✓
Mechanical Labor	16.6	\$65.00	\$1,079.00	
Paint Labor	25.2	\$48.00	\$1,209.60	
Paint Supplies	25.2	\$28.00	\$705.60	✓
OEM Parts			\$16,254.50	✓
Other Parts			\$25.00	✓
Sublet			\$250.00	
Taxable Amount			\$17,611.10	
Tax	8.0625%		\$1,419.89	
Nontaxable Amount			\$6,543.40	
Grand Total			\$24,574.39	

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

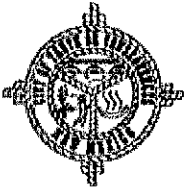
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 78957**Date:** 10/03/2023**Requisition #:** 90861**Vendor #:** 8950**ISSUED TO:** INTEGRITY BODY SHOP LLC
1815 COPPER LOOP #2
LAS CRUCES, NM 88005-**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		MECHANICAL AND BODY REPAIRS ON 2021 DODGE 101-1007-47420			0.00	24,574.39
PD							

SUBTOTAL: 24,574.39**TOTAL TAX:** 0.00**SHIPPING:** 0.00**TOTAL** 24,574.39**Chief Purchasing Office** _____ **Date:** _____**Director of Finance:** Requisition approved electronically.**City Manager:** Requisition approved electronically.

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



REQUISITION

Requisition #: 90868

Date: 10/04/2023

Vendor #: 8677

ISSUED TO: LONESTAR FREIGHTLINER GROUP,LL
12901 I-40 WEST FRONTAGE RD
ALBUQUERQUE, NM 87121-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 4000 GALLON WATER TANK TRUCK		0.00 216-4503-80810	200,000.00
PO Description: WATER TRUCK FOR STREETS DEPARTMENT				
Detailed Description: NM STATE CONTRACT # 10-80500-20-16861 1 PARTS MANUAL AND USS; 1 COM2TE SET OF FILTERS; SPARE WHEEL ; LEDWELL 4000 GALLON TANK; SPARE TIRE (AW)ALLISON 3500RDSW/PTO PROVISIONS; 1 SERVICE MANUAL AND USB; CF 18,000 FRONT AXLE; BATTERY SWITCH LOCATED INSIDE OF CAB; FREIGHT FROM TEXARKANA TO ABQ				

Authorized By: _____

SUBTOTAL:	200,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	200,000.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.6

SUBJECT: Discussion/Action – Approve LERF grant funding for additional positions

DEPARTMENT: Police Department

DATE SUBMITTED: October 3, 2023

SUBMITTED BY: Chief Luis A. Tavizon

WHO WILL PRESENT THE ITEM: Chief Luis Tavizon

Summary/Background: The State of New Mexico provides several funding mechanisms to help local and tribal law enforcement departments recruit and retain officers. Recently, this funding has increased, creating new funding opportunities for law enforcement departments across the state. This document provides an overview and the legal sections for reference when navigating funding streams currently available. For more detailed structure and timelines, please refer to the contact listed under each funding source.

This fund is for state and local law enforcement agencies to recruit commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

Recommendation:

Approve LERF funding for additional positions at the police department

Attachments:

- DFA Law Enforcement Fund Infor Pamphlet
- FY24 Law Enforcement Recruitment Fund
- Department of Finance and Administration Reward letter/agreement

Fiscal Impact (Finance): Yes

The allocated funds will be disbursed 100% up to \$225,000 the first year, 50% up to \$112,500 the second year, and 25% up to \$56,250 the third year.

Legal Review (City Attorney): Unknown

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10-11-2023



Law Enforcement Funding at DFA

The State of New Mexico provides several funding mechanisms to help local and tribal law enforcement departments recruit and retain officers. Recently, this funding has increased, creating new funding opportunities for law enforcement departments across the state. This document provides an overview and the legal sections for reference when navigating funding streams currently available. For more detailed structure and timelines, please refer to the contact listed under each funding source.

FY24

Law Enforcement Recruitment Fund (LERF) 21220 Laws of 2023-Recruitment-LER (Year 1)

This fund is for state and local law enforcement agencies to recruit commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

Contact: Geovanna Losito, Geovanna.Losito@dfa.nm.gov, 505-827-8051

Or Bianca Quintana
505-231-3052-
bianca.quintana@dfa.nm.gov



FY23

Law Enforcement Retention Fund

A fund provided to local law enforcement departments through DPS to retain current law enforcement officers. This fund is a differential disbursement pay based on specific levels of an officer's tenure.

Contact: Sylvia Serna, sylviam.serna@dps.nm.gov, 505-827-3347

Law Enforcement Recruitment and Retention Stipends (LERRF) 21210 Laws of 2022 LERR (Year 2)

Funding provided by DFA to distribute to local law enforcement agencies to provide recruitment and retention stipends to law enforcement officers. This includes: a stipend for those who are recruited, trained and become certified law enforcement officers; a stipend for a recently trained and hired law enforcement officer; a stipend for a current law enforcement officer. Law enforcement officers should be at their department for more than one year for stipend.

Contact: Geovanna Losito, Geovanna.Losito@dfa.nm.gov, 505-827-8051

Law Enforcement Protection Fund (LEPF)

DFA receives an allocation from HB2 for the Law Enforcement Protection Fund to disperse to law enforcement departments based on a calculation of the department's certified officer numbers. This fund increases the allocation of those appropriations. Increases are defined in the statute. To access this fund, law enforcement departments must participate in DFA's application process that happens in spring of every year with funds distributed in the fall.

Contact: Julie Krupcale, julie.krupcale@dfa.nm.gov, 505-269-2845

Crime Reduction Grants

A variety of grants provided to local law enforcement departments through the New Mexico Sentencing Commission to fund programs with the focus of training, proactive and innovative law enforcement practices to reduce crime in New Mexico.

New Mexico Sentencing Commission, lfreema@unm.edu, 505-277-3494





Laws of FY23-Grant agreements have been sent out.

FY24 Law Enforcement Recruitment Fund

DFA invites NM law enforcement agencies to apply for salary funding to recruit commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

When?

Law enforcement agencies must apply for funding by 5pm on August 4, 2023.

Where?

<https://www.nmdfa.state.nm.us/law-enforcement-recruitment-fund/>

How?

There is a two step process for applying:

- Application
- Submission of Proposed Law Enforcement Position Form to law.enforcement@dfa.nm.gov

FAQ

Can these funds be used for retention?

No. These funds are for recruiting and paying for salaries of commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

Will the funds go directly to the law enforcement agency?

No. By law, DFA must allocate funds to the local governing body.

Does being awarded last year affect me for applying for these funds?

No. This is a new fund for new and vacant positions.

Are benefits for their salaries covered with these funds?

Yes. You may use the funds to cover salaries and benefits up to the amount you are allocated.

Can we do recruitment bonus/incentives to attract people?

No. There are separate funding programs for this.

Can different departments apply under one application?

Yes. Your local governing body can submit an application on behalf of multiple departments.

Allocation Disbursement

1st Year Allocation - 100%

2nd Year Allocation - 50%

3rd Year Allocation - 25%

Recruitment Positions

Funds can be used:

- To fill Law Enforcement officer or support positions.
- To create new Law Enforcement officer or support positions.

Type of allowable positions:

- Commissioned Law Enforcement Officers
- Dispatchers
- Police Administrative Personnel
- Civilian Crime Scene Technicians
- Evidence Custodians
- Records Custodians
- Forensic Laboratory Personnel
- Public Service Aides
- Criminal Investigators
- Investigate Analysts
- Intelligence Analysts
- Unmanned Aerial Vehicle Operators
- Information Technology/Professional Positions
- Other

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

City of Truth or Consequences

APPROPRIATION NUMBER:

TOTAL ALLOCATION
AMOUNT:

REVERSION DATE:

23-ZH5048-96

\$393,750.00

June 30, 2024

ALLOCATION PURPOSE

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

ALLOCATION DISBURSEMENT

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

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

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

CERTIFICATION

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

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

Local Law Enforcement Agency

Date

Authorized Local Governing Body Authority

Date

APPROVAL

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

Wesley Billingsley
Director, Local Government Division

Date

Business Unit: 341

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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.7

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

DEPARTMENT: Community Development

DATE SUBMITTED: October 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

NMDOT Aviation allocates funding every 2 years for Airfield Maintenance.

Recommendation:

Approve Grant

Attachments:

- TCS-24-01 Airfield Maintenance and Consumables Grant
- List of requested expenditures

Fiscal Impact (Finance): Yes

Reimbursement 90% Grant 10% Local

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10-11-2023

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form



Date

Sep 29, 2023

Project Location

TCS - TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

Sponsor

TRUTH OR CONSEQUENCES, CITY OF

Address

505 SIMS ST.

City

TRUTH OR CONSEQUENCES

NM

Zip Code

87901

Participation

STATE ONLY

Funding Breakdown

90/10

Contract No. _____

Project No.

TCS-24-01

Vendor No.

0000054340

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRFIELD MAINTENANCE AND CONSUMABLES

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 20,000	\$ 2,000	\$	\$ 22,000

2. The Sponsor Shall:

- Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- Provide a representative from its organization who shall serve as the single point of contact for the Department.
- Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- Be responsible for all design and pre-construction activities.
- Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

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

14. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name	TRACI ALVAREZ		
Title	ASSISTANT CITY MANAGER		
Sponsor	TRUTH OR CONSEQUENCES, CITY OF		
Address	505 SIMS ST		
City	TRUTH OR CONSEQUENCES	NM	Zip Code 87901
Office Phone	+1 (575) 952-0565	Fax	
E-Mail	TALVAREZ@TORCNM.ORG		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: _____

By: _____

Date: _____

Title: _____

EXHIBIT A

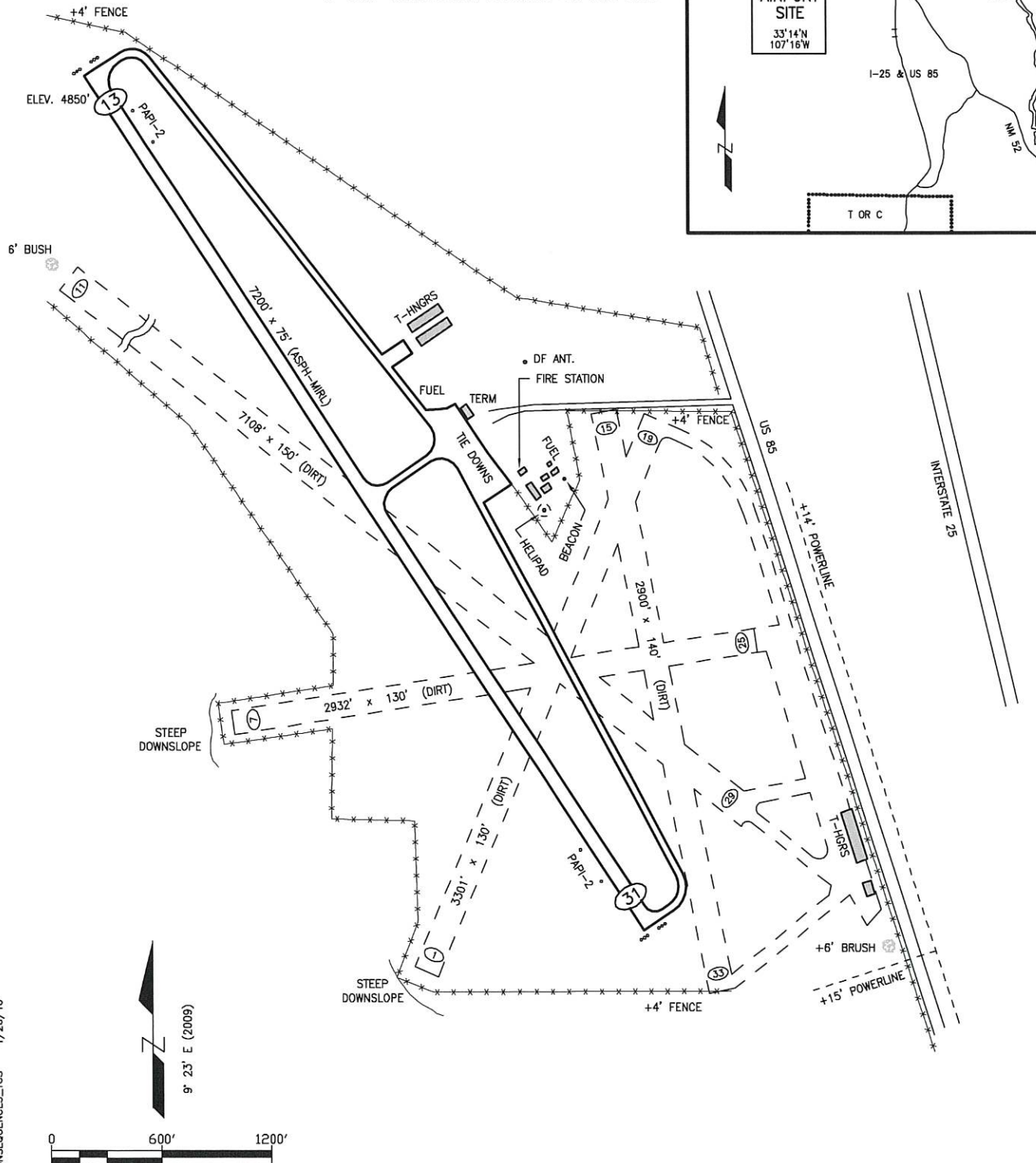
TRUTH OR CONSEQUENCES

TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT (TCS)

SITE NO. 14747.A

REMARKS:

1. QUAD. - 7.5 MIN. CUCHILLO.
2. BLADED RUNWAYS NOT MARKED.
3. TAXIWAYS 40' WIDE.
4. USAF HELICOPTER TRAINING ON AIRPORT.



**EXHIBIT B
PLEASE OMIT CENTS**

[illegible]

EXHIBIT B

Annual airfield maintenance/expendable materials			
FY Airport	23-24		
	Truth or Consequences		
Item	units requested	Unit Price	Total
	0	\$0.00	\$0.00
Wind sock, 18"	0	\$0.00	\$0.00
Wind sock, 24"	4	\$150.00	\$600.00
Wind sock, 36"	10	\$150.00	\$1,500.00
light fixture parts windsock	2	\$500.00	\$1,000.00
Runway lights, 45 watt	15	\$164.00	\$2,460.00
Runway Parts - Refractors	0	\$0.00	\$0.00
Runway Parts - Fuses	0	\$0.00	\$0.00
Runway Parts - Fuses	0	\$0.00	\$0.00
Light fixture - Sockets	5	\$50.00	\$250.00
Light fixture dome/lens (insert color)	0	\$0.00	\$0.00
threshold lights, 100 watt	0	\$0.00	\$0.00
Isolation xformers, XXX watt	0	\$0.00	\$0.00
Isolation xformers, XXX watt	0	\$0.00	\$0.00
PAPI lights	4	\$0.00	\$0.00
PAPI lights	0	\$0.00	\$0.00
PAPI parts - bulbs	0	\$0.00	\$0.00
PLASI lights, filters, parts (describe)	0	\$0.00	\$0.00
VASI lights	0	\$0.00	\$0.00
REIL lights	0	\$0.00	\$0.00
Approach lights	0	\$0.00	\$0.00
Guidance sign lights	0	\$0.00	\$0.00
Guidance sign spare parts (describe)	0	\$0.00	\$0.00
Frangible couplings	0	\$0.00	\$0.00
Primary cable connector kits	0	\$0.00	\$0.00
Fixture leads	0	\$0.00	\$0.00
Secondary connector kits	0	\$0.00	\$0.00
Heat shrink kits	0	\$0.00	\$0.00
Beacon bulbs	2	\$1,000.00	\$2,000.00
Beacon spare parts (ballast / wire, Etc)	1	\$300.00	\$300.00
Herbicide/Pesticide (per gal)	50	\$30.00	\$1,500.00
Crack filling material	0	\$0.00	\$0.00
Pavement marking supplies	10	\$100.00	\$1,000.00
ASOS/AWOS maintenance (quarterly)	0	\$0.00	\$0.00
ASOS/AWOS maintenance (Annual)	0	\$0.00	\$0.00
Other - Hanger Door repair	23	\$500.00	\$11,500.00
Other - ARFF Chemgaurd	0	\$0.00	\$0.00
Other - Ansuk Purple K	0	\$0.00	\$0.00

Estimated cost	\$22,110
----------------	----------

Sponsor share	10%	\$2,211
Aviation Division share	90%	\$19,899



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.8

SUBJECT: Discussion/Action - NCA Architects Fee Proposal for Animal Shelter Renovations/Kennel Addition

DEPARTMENT: Community Development

DATE SUBMITTED: October 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

NCA Architects designed and oversaw the construction of the Animal Shelter. Staff would like to procure their services for the Shelter Renovations/Kennel Additions that were approved for funding in the amount of \$450,000.00. Proposal is for \$34,921 + NMGRT.

This includes drawings required for permit and construction, bidding assistance as well as construction administration for the duration of the project.

Recommendation:

Approve Fee Proposal

Attachments:

-
-

Fiscal Impact (Finance): Yes

Reimbursement Grant

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10-11-2023



October 5, 2023

Traci Alvarez
Assistant City Manager
Truth or Consequences, NM
505 Sims Street
Truth or Consequences, NM 87901

Ref: CES Contract Number 2023-01-C116-ALL
T or C Animal Shelter Addition

Traci,

Here is what we propose for the T or C Animal Shelter Addition project:

Civil Engineer	\$ 7,500
Struct. Engineer	\$ 3,200
Mech Engineer	\$ 2,156
Electrical Engineer	<u>\$ 2,350</u>
Consultants Total	\$15,206

NCA 160 hrs x \$120/hr = \$19,200

\$15,206 + \$19,200 = \$34,406

CES 1.5% x \$34,406 = \$515

Total Fee = \$34,406 + \$515 = **\$34,921 + NMGRT**

This includes drawings required for permit and construction, bidding assistance as well as construction administration for the duration of the project.

Knowing that there are budget issues, we asked our consultants to keep their fees as low as possible, as we did as well. We usually mark up our engineer's fees but did not for this project. If the above is acceptable, we can generate an AIA Contract. We assume a CES contract with an A.I.A. contract.

Cordially,

A handwritten signature in black ink, appearing to read "Bob Calvani".

Bob Calvani, FAIA, NCARB
Principal, NCA Architect



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.9

SUBJECT: Review, Approve and/or Allocate Funds for Veteran's Memorial Park & Museum

DEPARTMENT: City Manager's Office

DATE SUBMITTED: October 2, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Veteran's Memorial Park & Museum application #1 and contract for Billboard rental for the remaining of the FY.

Recommendation:

The applicant requested \$3,834.12 and the LTAB recommended to partially fund the project in the amount of \$2,875.59.

Attachments:

- Veteran's Memorial Application
- Veteran's Memorial Contract

Fiscal Impact (Finance): Yes

\$2,875.59

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 10-11-2023

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 VETERAN’S MEMORIAL PARK (BILLBOARD) herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger’s 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 \$2,875.59 to the Contractor beginning on July 1, 2023 through May 31, 2024.
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 Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording “**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX**” and include the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting www.nmtourism.org. In the case of radio advertising, the slogan “New Mexico True” must be used, as well as the phrase “Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers”
3. **Fund Expenditures:** Funding under this contract is from Lodger’s 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 Lodger's 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 Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2024.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
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 Lodger's 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 Lodger's 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

Angie Gonzales, 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 Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ Invoices must be presented to the City Manager's Office for reimbursement with 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 unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.
- _____ 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 Lodger's 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 Lodger's 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.
- _____ **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 Lodger's 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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.10

SUBJECT: Review, Approve and/or Allocate Funds for Veteran's Memorial Park & Museum

DEPARTMENT: City Manager's Office

DATE SUBMITTED: October 2, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Veteran's Memorial Park & Museum application #2 and contract for Veteran's Day Celebration.

Recommendation:

The applicant requested \$503.00 and the LTAB recommended to fully fund the project.

Attachments:

- Veteran's Memorial Application
- Veteran's Memorial Contract

Fiscal Impact (Finance): Yes

\$503.00

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 10-11-2023

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 **VETERAN’S MEMORIAL PARK (VETERAN’S DAY CELEBRATION)** herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger’s 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 **\$503.00** to the Contractor beginning on July 1, 2023 through May 31, 2024.
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 Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording “**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX**” and include the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting www.nmtourism.org. In the case of radio advertising, the slogan “New Mexico True” must be used, as well as the phrase “Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers”
3. **Fund Expenditures:** Funding under this contract is from Lodger’s 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 Lodger's 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 Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2024.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
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 Lodger's 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 Lodger's 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

Angie Gonzales, 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 Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

_____ Invoices must be presented to the City Manager's Office for reimbursement with 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 unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.

_____ 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 Lodger's 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 Lodger's 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.

_____ **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 Lodger's 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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.11

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

DEPARTMENT: City Manager's Office

DATE SUBMITTED: October 2, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Friends of NM Film application #1 and contract for The Heartbeat of Hot Springs project.

Recommendation:

The applicant requested \$48,000.00 and the LTAB recommended to partially fund the project in the amount of \$2,300.00

Attachments:

- Friends of NM Film Application
- Friends of NM Film Contract

Fiscal Impact (Finance): Yes

\$2,300.00

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 10-11-2023

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 (THE HEARTBEAT OF HOT SPRINGS)** herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger’s 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 **\$2,300.00** to the Contractor beginning on July 1, 2023 through May 31, 2024.
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 Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording “**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX**” and include the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting www.nmtourism.org. In the case of radio advertising, the slogan “New Mexico True” must be used, as well as the phrase “Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers”
3. **Fund Expenditures:** Funding under this contract is from Lodger’s 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 Lodger's 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 Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2024.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
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 Lodger's 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 Lodger's 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

Angie Gonzales, 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 Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ Invoices must be presented to the City Manager's Office for reimbursement with 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 unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.
- _____ 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 Lodger's 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 Lodger's 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.
- _____ **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 Lodger's 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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.12

SUBJECT: Review, Approve and/or Allocate Funds for MainStreet Truth or Consequences

DEPARTMENT: City Manager's Office

DATE SUBMITTED: October 2, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of MainStreet Truth or Consequences application #2 and contract for 2nd Sat. Art Hop.

Recommendation:

The applicant requested \$2,875.10 and the LTAB recommended to fully fund the project.

Attachments:

- MainStreet Application
- MainStreet Contract

Fiscal Impact (Finance): Yes

\$2,875.10

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 10-11-2023

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 MAINSTREET TRUTH OR CONSEQUENCES (SECOND SATURDAY ART HOP) herein referred to as "Contractor".

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger's 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 \$2,875.10 to the Contractor beginning on July 1, 2023 through May 31, 2024.
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 Lodger's Tax Board) in the Contractor's application for Lodger's Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger's Tax monies, shall include the wording "**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER'S TAX**" and include the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting www.nmtourism.org. In the case of radio advertising, the slogan "New Mexico True" must be used, as well as the phrase "Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers"
3. **Fund Expenditures:** Funding under this contract is from Lodger's 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 Lodger's 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 Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2024.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
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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.
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 - 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 Lodger's 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 Lodger's 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.

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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.

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CITY OF TRUTH OR CONSEQUENCES

Angie Gonzales, 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 Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

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- _____ **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 Lodger's 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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 11, 2023

Agenda Item #: H.13

SUBJECT: Annual request to hold one meeting in November and December 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 6, 2023

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

WHO WILL PRESENT THE ITEM: Angela A. Torres, City Clerk-Treasurer

Summary/Background:

Each year the Commission determines whether to combine meetings and only hold one meeting during the months of November and December due to the Thanksgiving and Christmas Holidays.

If any important issues arise a Special Meeting can be called if needed.

Recommendation:

Approval to hold one meeting on November 15, 2023 and one meeting on December 13, 2023.

Attachments:

- None.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 10-11-2023