Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, DECEMBER 14, 2022; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION
   1. ROLL CALL
      Hon. Amanda Forrister, Mayor
      Hon. Rolf Hechler, Mayor Pro-Tem
      Hon. Destiny Mitchell, Commissioner
      Hon. Merry Jo Fahl, Commissioner
      Hon. Shelly Harrelson, Commissioner

   2. SILENT MEDITATION
   3. PLEDGE OF ALLEGIANCE
   4. APPROVAL OF AGENDA

C. PUBLIC HEARINGS (5 Minute Rule Applies)
   1. Public Hearing/Discussion/Action: Public input concerning a request to install traffic control devices (stop signs) on Riverside at Arrowhead. City Manager Swingle
   2. Public Hearing/Discussion/Action: Request for a Special Use Permit at 300 Osborne for the purpose of a Multi Animal Permit. Traci Alvarez, Assistant City Manager
   3. Public Hearing/Discussion/Action: Special Use permit for 403 & 405 Magnolia St. for the purpose of a Community Center Recovery Meeting Place. Traci Alvarez, Assistant City Manager

D. PRESENTATIONS
   1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Swingle and Department Supervisor

E. PUBLIC COMMENT (3 Minute Rule Applies)

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

G. CONSENT CALENDAR
1. City Commission Regular Minutes, November 16, 2022
2. Acknowledge Regular Lodgers Tax Advisory Board Minutes, September 26, 2022
3. November 2022 Accounts Payable
4. Take Home Vehicle Forms for Various Departments

H. ORDINANCES/RESOLUTIONS/ZONING
1. Discussion/Action: Resolution No. 19 22/23 Budget Adjustment Request. City Manager Swingle
2. Discussion/Action: Resolution No. 20 22/23 Adopting fees pertaining to animal licensing and permits. City Clerk Torres
3. Discussion/Action: Publication of Ordinance No. 742 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a new section designating the Sierra County Magistrate Court as the Court having jurisdiction over Municipal Ordinances and Repealing Sections 2-371 through 2-380. City Manager Swingle

I. NEW BUSINESS
1. Discussion/Update: Cantrell Dam Update. City Manager Swingle and Glen Selover & Stephen Ingles-Garcia, Wilson & Co.)
2. Discussion/Action: Approval of FY23 State Grants-in-Aid to Public Library Grant Agreement. Traci Alvarez, Assistant City Manager
3. Discussion/Action: Approve and Accept the State of NM DFA Capital Appropriation Grant Agreement 22-G3024. City Manager Swingle
4. Discussion/Action: Approve and Accept the State of NM Aging and Long Term Capital Appropriation Grant Agreement A22G2017. Traci Alvarez, Assistant City Manager
5. Discussion/Action: Approve and Accept the State of NM Aging and Long Term Capital Appropriation Grant Agreement A22G2018. Traci Alvarez, Assistant City Manager
6. Discussion/Action: Approval of Municipal Golf Course Residential Building Lease Agreement. City Manager Swingle
7. Discussion/Action: Approval of MOU between the Village of Williamsburg and the City of T or C for Animal Control and Shelter Services. City Manager Swingle
8. Discussion/Action: Agreement between the City of Truth or Consequences ("City") and Sierra Vista Hospital for Medical Services. City Manager Swingle
9. Discussion/Action: Approval of Purchase Requisitions over $20,000. City Manager Swingle
10. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Historical Society (Geronimo Springs Museum) Application. Tammy Gardner, Executive Assistant
11. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Historical Society (Geronimo Springs Museum) Application. Tammy Gardner, Executive Assistant

I. NEW BUSINESS Continued…

12. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Rock and Gem Society (SCRAGS). Tammy Gardner, Executive Assistant

J. EXECUTIVE SESSION

1. Purchase, Acquisition, or Disposal of Real Property (Sale of Real Property) pursuant to 10-15-1(H.8).
2. Threatened & Pending Litigation (*George Henson*) pursuant to 10-15-1(H.7).
3. Threatened & Pending Litigation (*Ariel Daugherty*) pursuant to 10-15-1(H.7).

K. RETURN TO REGULAR SESSION; ACTION (if any)

1. Purchase, Acquisition, or Disposal of Real Property (*Sale of Real Property*) pursuant to 10-15-1(H.8).

L. 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 JANUARY 11, 2023

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: C.1

MEETING DATE: December 14, 2022

SUBJECT: Public hearing to solicit public input concerning a request to install traffic control devices (stop signs) on Riverside at Arrowhead.
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 1, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

This is to get public input concerning a request to install traffic control devices (stop signs) on Riverside at Arrowhead.

Recommendation:

N/A.

Attachments:

- -
- -

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 12-14-2022

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: C.2

MEETING DATE: December 14, 2022

SUBJECT: Multi-Animal Special Use permit for 300 Osborn Lane
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: December 7, 2022
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Public Hearing was held at Planning and Zoning Commission Meeting on 10-11-2022. Applicant was present. Applicant has 6 dogs. Completed application has been received and all animals have been licensed per municipal code and fees paid. Animal Control and Code Enforcement have completed required site visit. 1 proponent (applicant), 3 opponents, and phone call received in opposition. P & Z Commission recommended to deny Multi-Animal Special Use permit for 300 Osborn Lane. Recommendation was presented to City Commission 10-26-2022, applicant was present. Applicant noted changes had been made to resolve the complaints. Commission requested a 2nd public hearing.

Recommendation:

Receive public input and make final determination to accept or deny Multi-Animal Special Use permit for 300 Osborn Lane

Attachments:

- Application Packet to include 2nd public hearing notice and proof of mailings.
- (Original Packet available online within the 10-26-2022 City Commission Packet)

-

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

.

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

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Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 12-14-2022

CITY OF TRUTH OR CONSEQUENCES KENNEL/MULTI-ANIMAL PERMIT APPLICATION

Date: 9-13-22
Applicant: Glenn Gibson
Property Address: 300 Osborne Tor C.
Phone Number: 520-6860-0235 Business license number (if applicable): _____
Type of license: ____Kennel Permit X Multi-Animal Permit Initial License ____ or Renewal ____

TYPE	GENDER	AGE	BREED	COLOR	NAME	CITY LIC#	EXP DATE	RABIES TAG #	EXP DATE
K9	F	3	Pyrenees mix	gadon	Shasta	939	11-9-22	211269	11-9-22
K9	M	1	Collie mix	Brindle	Rowdy	940	4-18-23	000232	4-18-23
K9	M	4	Collie, Border	BLK/WHT	Dude	941	4-18-23	000233	4-18-23
K9	F	1	Collie, Border	Tan/WHT	Queens	942	7-12-23	000918	7-12-23
K9	F	1	Pyranese mix	BK/WHT	Sophie	944	7-12-23	000919	7-12-23
K9	F	1	Pyranese Mix	BLK/WHT	Roxy	943	7-12-23	920	7-12-23

Proof of payment, rabies vaccinations, and city animal/business licenses must accompany application

Applicant Signature: Glenn Gibson

ON SITE INSPECTION (A=Acceptable or U=Unacceptable)

A Enclosure/fencing type/gates/latches/pens sufficient to prevent escape/proper confinement.
A Adequate habitat space necessary for each animal's movement.
A Animal(s) habitat is sanitary, good condition (weatherproofing), ventilated/heated, and accessible.
A Animal(s) have access to protection from weather.
A Sufficient fresh clean/sanitary potable water and food/sufficient access for each animal.
A Property is clean/sanitary and free of hazards/trash/debris and not dangerous to animal(s).
A Property size is adequate for the number of animal(s) allowing for compliance as noted above.
A Property has the following conditions that require immediate attention: _____

Inspected by Officer: Animal Control Officer Mary D. Giacomo Signature Mary D. Giacomo
Date: Jamie Sweeney 9/21/22 9-21-22

Planning and Zoning Commission Meeting Date: _____ ( ) Approved ( ) Disapproved
City Commission Meeting Date: _____ ( ) Approved ( ) Disapproved
City Planning and Zoning Designated Administrator Signature: _____

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences City Commission will hold a Second Public Hearing during their regular scheduled meeting on Wednesday, December 14, 2022 to receive additional input regarding the following:

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

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 9:00 a.m.

Should you have any questions regarding this Public Hearing, please contact me at (575) 894-6675 or by email at aatorres@torcnm.org.

The agenda may be obtained on Friday, December 9, 2022 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

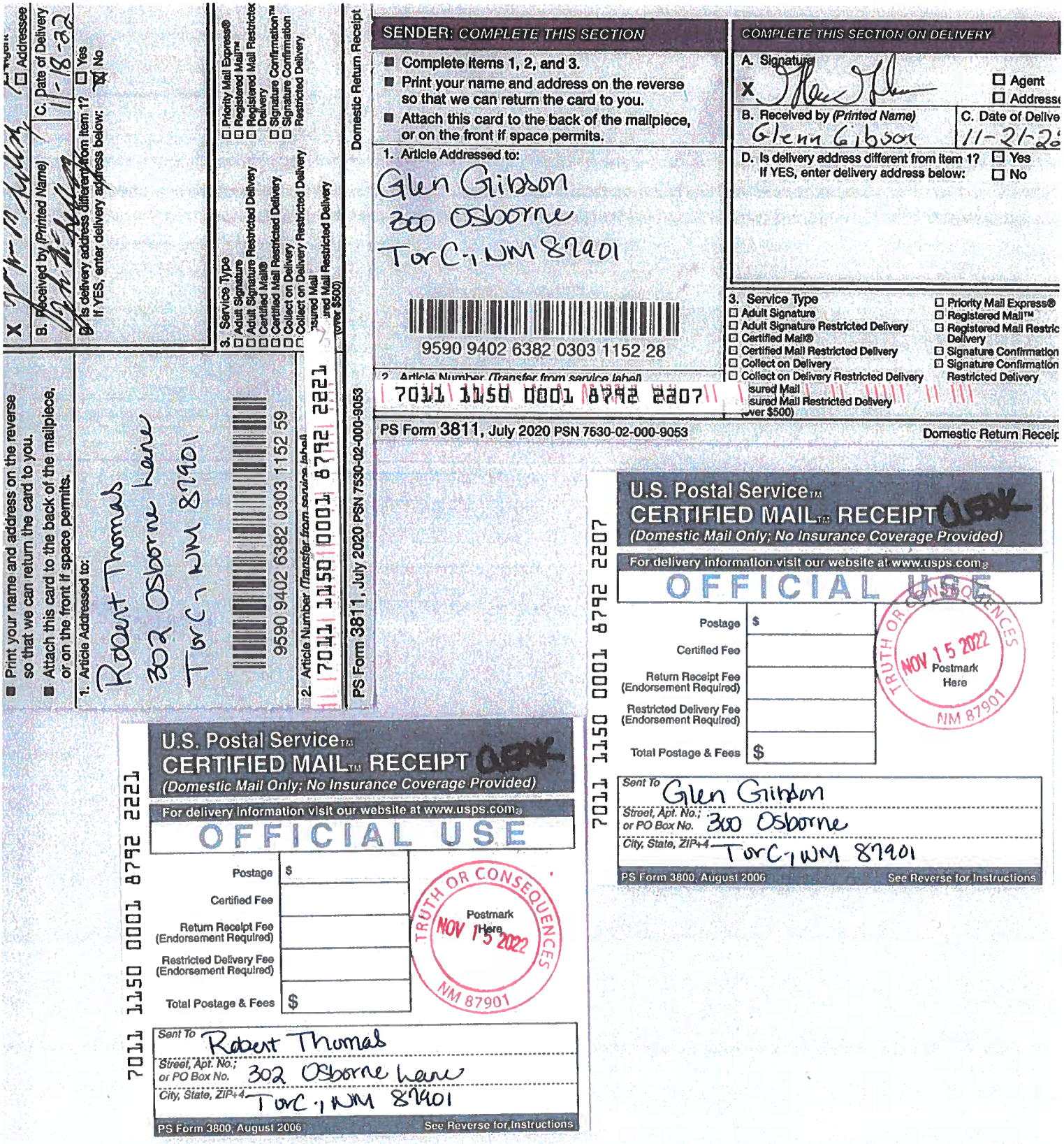
/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel– Friday, November 4, 2022

300 OSBORNE - GIBSON APPLICATION

owner name	mailing address	city	state	zip
RUFFINI RAYMOND R & PAMELA S	PO BOX 475	DATIL	NM	87821
THOMAS ROBERT JOSEPH &	302 OSBORN LANE	T OR C	NM	87901
BURROWS LEONARD H & MARGARET A	288 CUMBERLAND AVE	COLOMA	WI	54930
UNITED STATES OF AMERICA	P O BOX 66889	ST LOUIS	MO	63166



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Glen Gibson
300 Osborne
Tor C, NM 87901

9590 9402 6382 0303 1152 28

2. Article Number (Transfer from service label)

7011 1150 0001 8792 2207

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name) Glenn Gibson

C. Date of Delive 11-21-2

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restric Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receip

- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert Thomas
302 Osborne Lane
Tor C, NM 87901

9590 9402 6382 0303 1152 59

2. Article Number (Transfer from service label)

7011 1150 0001 8792 2221

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

TRUTH OR CONSEQUENCES NM 87901
NOV 15 2022
Postmark Here

Sent To Robert Thomas
Street, Apt. No.; or PO Box No. 302 Osborne Lane
City, State, ZIP+4 Tor C, NM 87901

PS Form 3800, August 2006 See Reverse for Instructions

7011 1150 0001 8792 2221

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

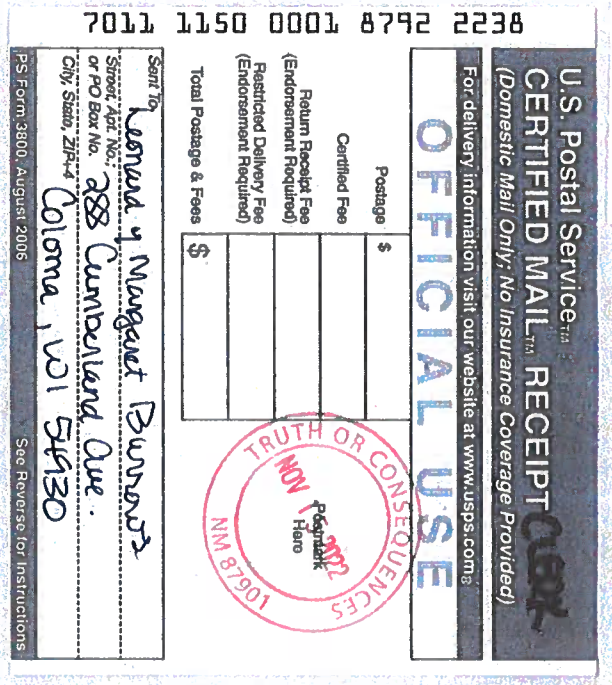
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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

TRUTH OR CONSEQUENCES NM 87901
NOV 15 2022
Postmark Here

Sent To Glen Gibson
Street, Apt. No.; or PO Box No. 300 Osborne
City, State, ZIP+4 Tor C, NM 87901

PS Form 3800, August 2006 See Reverse for Instructions

7011 1150 0001 8792 2207



7011 1150 0001 8792 2238

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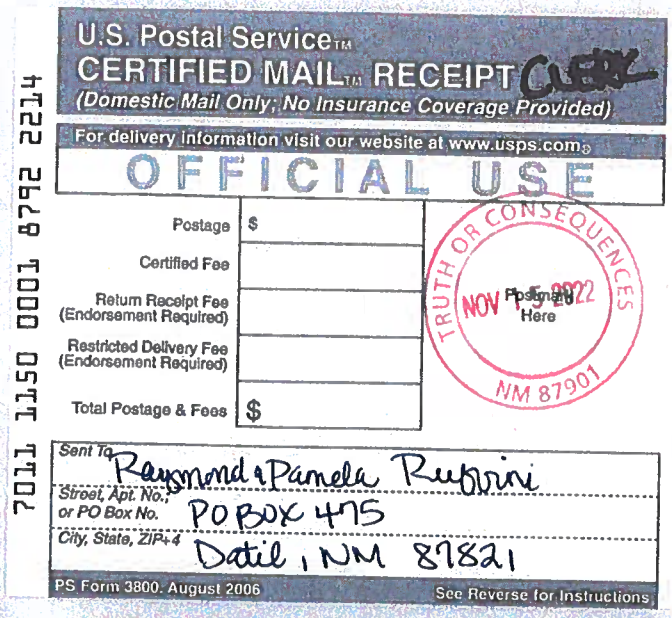
OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

Postmark Here
NOV 1 2022
TRUTH OR CONSEQUENCES NM 87901

Sent To Leonard & Margaret Burrows
Street, Apt. No.; or PO Box No. 288 Cumberland Ave.
City, State, ZIP+4 Coloma, WI 54930

PS Form 3800, August 2006 See Reverse for Instructions



7011 1150 0001 8792 2214

U.S. Postal Service™
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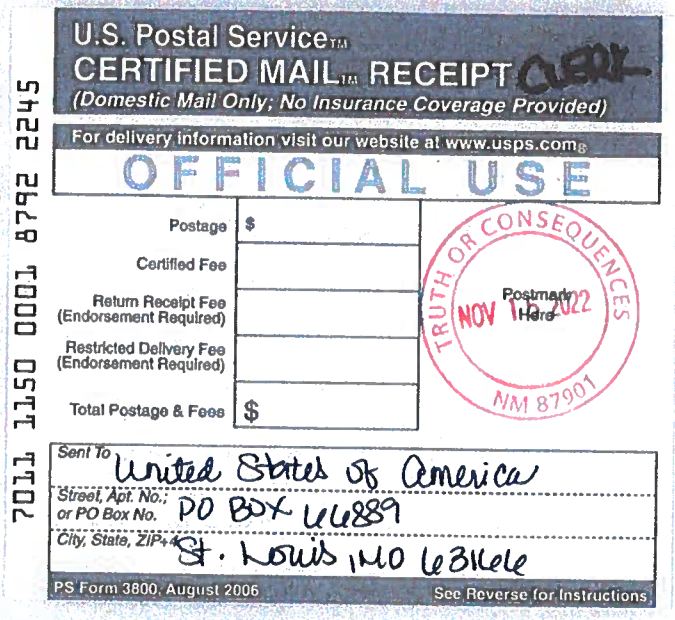
OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

Postmark Here
NOV 1 2022
TRUTH OR CONSEQUENCES NM 87901

Sent To Raymond & Pamela Ruffrini
Street, Apt. No.; or PO Box No. PO BOX 475
City, State, ZIP+4 Datil, NM 87821

PS Form 3800, August 2006 See Reverse for Instructions



7011 1150 0001 8792 2245

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Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

Postmark Here
NOV 1 2022
TRUTH OR CONSEQUENCES NM 87901

Sent To United States of America
Street, Apt. No.; or PO Box No. PO BOX 66889
City, State, ZIP+4 St. Louis, MO 63166

PS Form 3800, August 2006 See Reverse for Instructions

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: C.3

MEETING DATE: December 14, 2022

SUBJECT: Special Use permit for 403 & 405 Magnolia St. for the purpose of a Community Center Recovery Meeting Place
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: December 7, 2022
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:
Public Hearing was held at Planning and Zoning Commission Meeting on 10-11-2022. Applicant was not present. Planning and Zoning Commission recommended to deny special use permit for 403/405 Magnolia, for the purpose of Community Center Recovery Meetings. Recommendation was presented to the City Commission on 10-26. Applicant was present and explained reason for absence at original public hearing. City Commission requested 2nd public hearing.

There are two lots and the applicant is requesting to use one lot as a parking lot and the other lot has a residence on it that they would like to turn into a Community Center for Recovery Meetings. A Letter explaining their request as well as a map of the area was submitted by applicant

Recommendation:
Receive public input and make final determination to accept or deny special use permit for 403/405 Magnolia, for the purpose of Community Center Recovery Meetings.

Attachments:
- Applicable application information as presented to the Commission 10-26-2022
- (Original Packet available online within the 10-26-2022 City Commission Packet)

-

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

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

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Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 12-14-2022

CITY OF TRUTH OR CONSEQUENCES

PLANNING AND ZONING COMMISSION ACTION FORM

DATE: 10-11-2022

ITEM: Public Hearing/Discussion/Action – Special Use Permit 403 & 405 Magnolia St. for the purpose of Community Center Recovery Meeting Place.

BACKGROUND:

Letter of Consideration dated 9/14/2022 attached. Property is located in the R-3 District.

SUPPORT INFORMATION:

Letter of Consideration
Location Map
Notice of Public Hearing
Purpose for District

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

Name of Drafter: Traci Alvarez	:	Meeting date: 10-11-2022
E-mail: talvarez@torcnm.org	Phone: 575-952-0565	

9/14/2022.

To: Zoning + Planning Committee.
Truth or Consequences, N.M.

From: Kathaleen A. Adkins.
EKA Trust

Re: Applying for Special Use Permit.
403 + 405 Magnolia St, Tor C, NM.

I, Kathaleen A. Adkins, would like to request a "Special Use Permit" for the property I purchased this year. It is located at 403 and 405 Magnolia Street, Truth or Consequences, New Mexico,

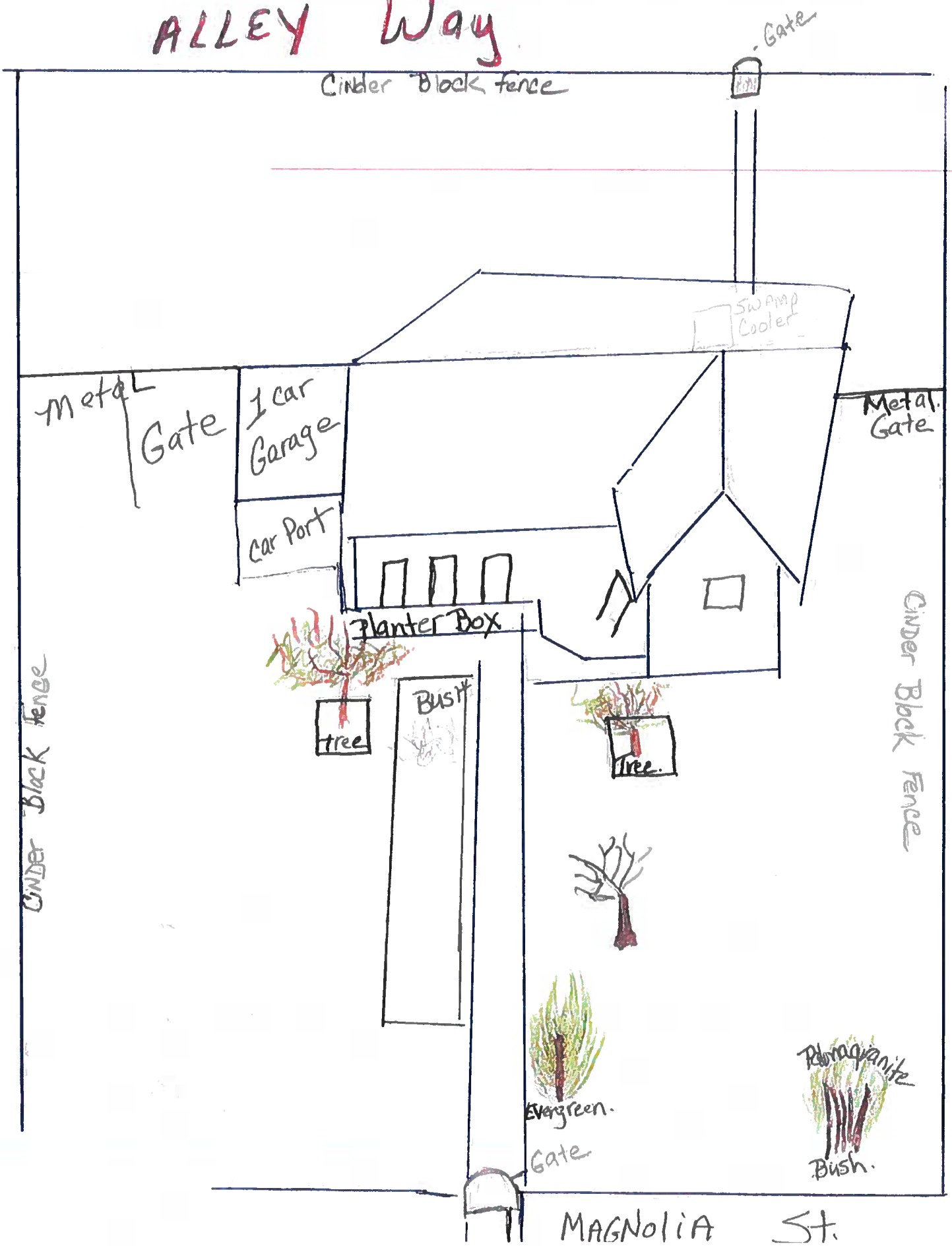
This property will be used as a meeting place for people who are in recovery. The property of 403 Magnolia St. will be cleared and made into off-street parking. The property at 405 Magnolia, currently a residential house will become the Community Center to hold 1 hour meetings.

Thank you for your time and consideration of the matter.

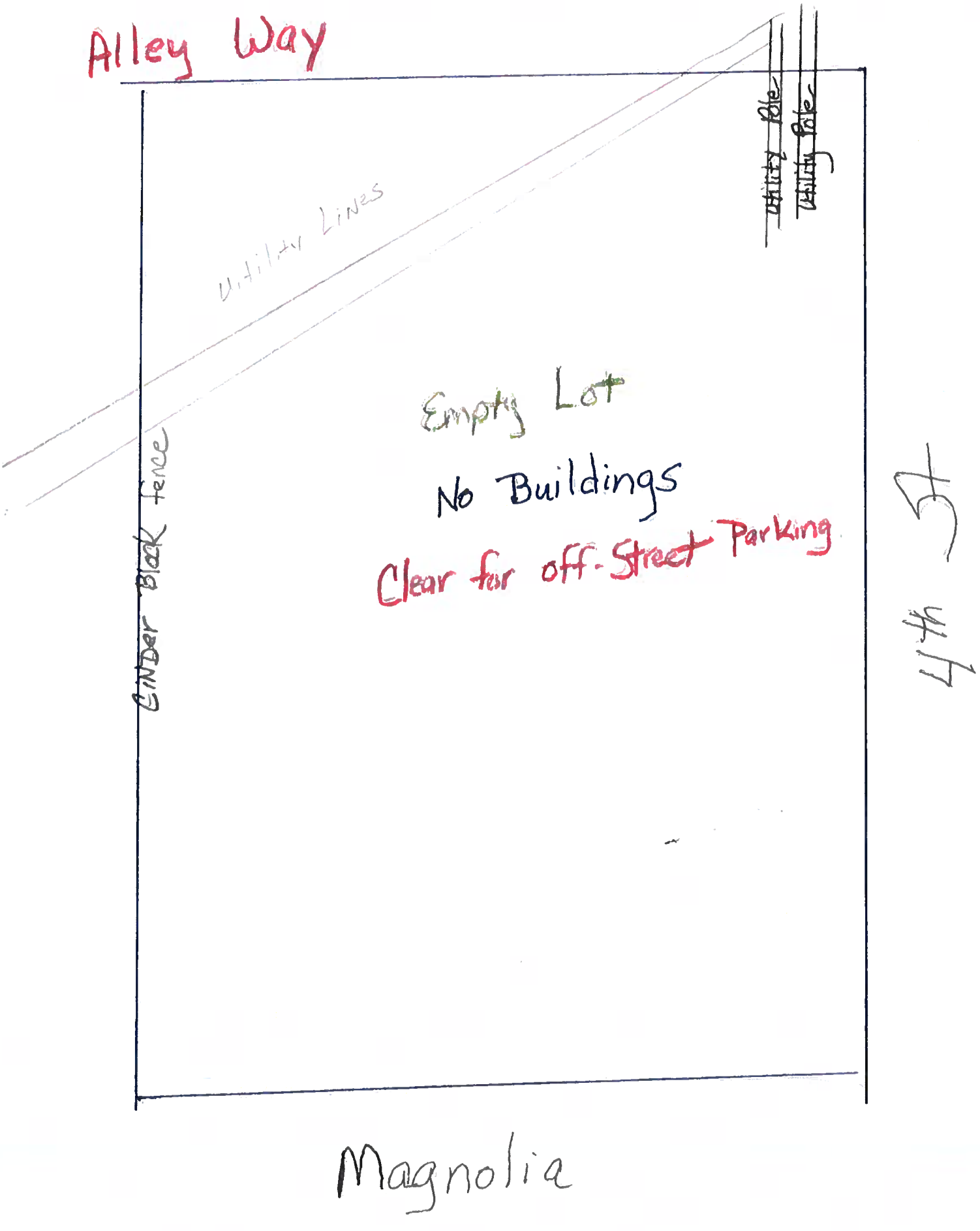
Kathaleen A. Adkins
EKA Trust

405 Magnolia St

ALLEY Way



403 Magnolia ST




409 N MAGNOLIA ST
405 N MAGNOLIA ST
N LANE AVE
Magnolia Street
East 4th Avenue

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Tuesday, October 11, 2022 to receive input regarding the following:

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

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Should you have any questions regarding this Public Hearing, please contact our Assistant City Manager Traci Alvarez at (575) 952-0565, or by email to talvarez@torcnm.org.

The agenda may be obtained on Friday, October 7, 2022 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel– Friday, September 23, 2022

Sec. 11-9-4. - R-3 High Density Residential District.

A. *PURPOSE.* The R-3 District is intended to accommodate multiple family dwelling units and accessory structures and uses. The District is intended to maintain and protect high density residential development that is characteristic of apartment, townhouses, condominiums and manufactured home subdivisions. This District also permits one and two family homes, modular homes, and manufactured homes.

B. *DEVELOPMENT STANDARDS.* Development standards and other requirements are provided in Articles X through XIV.

C. *R-3 PERMITTED USES:* The following uses are permitted by right in R-3 Districts:

1. Accessory Buildings.
2. Apartments.
3. Boarding House.
4. Condominiums (Residential and Professional).
5. Child Care Center, Nursery or Similar Use: Play areas shall be in accord with state licensing requirements and enclosed with a solid wall or fence five (5) feet in height.
6. Construction Yard or Building (Temporary Use): Such yard or building shall be removed upon the completion of construction or within three (3) years from date of permit, whichever is sooner. Construction yards and buildings shall be maintained in a neat and orderly fashion and open yards shall be enclosed by a sight-obscuring fence at least six (6) feet in height. However, there shall be no fence or wall more than three (3) feet in total height above street-curb located within the clear sight-triangle of a street intersection as defined in this Code.
7. Dwellings: Single or multi-family units, apartments, townhouses and condominiums.
8. Garage or Yard Sale or Similar Use: Three (3) sales are permitted in a one (1) year period at a single address. A sale shall not exceed three (3) consecutive days.
9. Greenhouses (Non-Commercial), Garden Sheds, and Tool Sheds: When detached from the main dwelling, such structures are subject to the provisions of Accessory Buildings.
10. Home for Handicapped, Disabled, Retarded or Retired: Subject to state requirements of the New Mexico Statutes, Section 3-21-1, Paragraph C, as amended. A minimum of two (2) parking spaces must be provided, in addition to one space for each five (5) persons.
11. Home Occupation.
12. Manufactured Home Subdivision.
13. Manufactured Home Park.
14. Manufactured Homes.
15. Kennel (Private, Residential).
16. Private Club or Lodge: Permitted when used in conjunction with non-profit organizations such as Lions Club, Elks Lodge, and the like. Building(s) shall not be located within one hundred (100) feet of an R-1 or R-2 District. Private clubhouses and game rooms are also permitted when used as a part of an apartment, condominium, or townhouse complex, provided such building(s) shall not be located within fifty (50) feet of an R-1 or R-2 District.
17. Public Park, Playground, Ball Field and Tennis Courts.
18. Real Estate Office (Temporary): Permitted only when used in conjunction with a residential subdivision provided such use shall be discontinued upon the completion of the development or within three (3) years from date of permit, whichever is sooner.

19. Storage (Recreational Vehicles): Storage of personal recreational vehicles, boats, trailers, or similar uses shall be limited to a maximum of one (1) per dwelling unit in the side yard, with no limit in the rear yard, separated at least five (5) feet from any property line.

20. Swimming Pool (Private): Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line, and approval from all utilities is required to insure overhead safety.

21. Tennis Courts (Private for residential use).

22. Townhouses (Maximum of eight (8) attached units).

D. *R-3 SPECIAL USES.* The following uses require a public hearing and approval of the City Commission after a recommendation by the Planning and Zoning Commission. Provisions for special use permits are stated in Section 11-5-6 of this Code.

1. Athletic Clubs and Bathhouses.

2. Barber and Beauty Shops.

3. Bed and Breakfast Inn.

4. Church.

5. Community Building (Public or Private).

6. Gas Regulating Station (Public or Private Utility).

7. Golf Course and Country Club.

8. Halfway House and Quasi-Institutional Houses.

9. Offices in Historical Structures.

10. Offices: Offices which provide health services such as medical, chiropractic, or rental and certain professional offices which have a low traffic volume such as attorneys or accountants, provided such offices maintain the residential character of the neighborhood where they are located.

11. Residential Vehicle Park.

12. School (Public, Private, or Parochial).

13. Swimming Pool (Public or Commercial).

14. Telephone Exchange Station.

15. Television and Radio Towers, and all other Free-standing Towers (Private Use): Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code standards.

PLANNING AND ZONING COMMISSION
FINDINGS OF FACTS CHECKLIST

Request Date_____ **Address**_____

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences City Commission will hold a Second Public Hearing during their regular scheduled meeting on Wednesday, December 14, 2022 to receive additional input regarding the following:

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

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 9:00 a.m.

Please contact our Assistant City Manager Traci Alvarez at (575) 952-0565, or by email to talvarez@torcnm.org should you have any questions regarding this Public Hearing.

The agenda may be obtained on Friday, December 9, 2022 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel– Friday, November 4, 2022

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Shelly Harrelson
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/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel– Friday, November 4, 2022

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: D.1

SUBJECT: December 2022 Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: December 1, 2022
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Swingle and Department Supervisor

Summary/Background:

Employee Anniversary: Cool, Thomas – 7 years
Employee Anniversary: Kapela, Silke – 17 years
Employee Anniversary: Yaw, Shae – 6 years
Employee Anniversary: Standley, Elizabeth – 1 years

Recommendation:

None. Presentation Only.

Attachments:

- -
- -

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 12-14-2022

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: G.1

SUBJECT: City Commission Regular Minutes, November 16, 2022
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 5, 2022
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

-

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

$0.00

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

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 12-14-2022

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, NOVEMBER 16, 2022

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

Hon. Amanda Forrister, Mayor arrived after item C2
Hon. Rolf Hechler, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner was absent
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner

Also Present: Bruce Swingle, City Manager
Angela A. Torres, City Clerk-Treasurer

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 Commissioner Harrelson to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Commissioner Fahl made a motion to remove item G4 from the agenda. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS:

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

City Manager Swingle presented an Employee Service Anniversary Award to Denise Balko for 4 years of service with the City of Truth or Consequences

City Manager Swingle presented an Employee Service Anniversary Award to Jamie Sweeney for 6 years of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award to Sonya Renfro for 9 years of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award to Timothy Hanna for 15 year of service with the City of Truth or Consequences.

2. Proclamation naming Saturday, November 26, 2022 as Small Business Saturday. Mayor Pro-Tem Hechler

Mayor Pro-Tem Hechler presented the Proclamation naming Saturday, November 26, 2022 as Small Business Saturday.

D. PUBLIC COMMENT (3 Minute Rule Applies):

David Larcom addressed the Commission with comments related to:

(1) He stated that he is staying at the Pelican Hotel as he is a snow-bird and Sid Bryan always gives him a complimentary room for the work that he does around the City. He has published 3 books. He is responsible for a lot of the murals in town. He is looking for more work in order to make the town look more like a resort village.

Robert Gunning addressed the Commission with comments related to:

(1) He stated that he is here to ask what is going on with George Henson's property; he doesn't have a problem with him. He went on to say that there are many other properties in town that are full of garbage and such and the City hasn't done anything about it.

George Henson addressed the Commission with comments related to:

(1) He started off by saying that he brought in pictures of the full dumpsters. He is looking for democracy and has been working on petitions. He's been working diligently to try and clean up as much as he can.

Celina Waller and Grace Legarreta addressed the Commission with comments related to:

(1) They stated that they are a new company here in T or C, Apprendamos. They provide services for children birth to 3 with special needs and they also have a home visiting program called Carino. They will be having a grand opening in late December. They are hoping to get integrated within the community. Their services are free of charge.

E. REPORTS:

City Manager Swingle reported the following:

- Congratulations to our coach of the year, and Lady Tigers for winning the district volleyball.
- We received a letter thanking the Street Department for removing weeds, and cactus on sidewalks in the community.
- We have an aviation company back at the Airport flying. They love our site. Our dirt runway at the Airport is one of the longest, if not the longest, dirt runways in the entire country. The military is always wanting to use it.
- We still have vacancies on various city boards. We have multiple vacancies on the Golf Course Advisory Board. We have one vacancy on the Public Utility Advisory Board. We have one vacancy on the Library Board. We have one vacancy on the Recreation Advisory Board. We have two vacancies on the Impact Fee Advisory Board, and we have one vacancy on the Planning & Zoning Commission.
- Last week he attended an event with Ethos Communications and Broadband Zarr. Ethos was awarded an $8million dollar contract to install high speed internet broadband fiber in T or C and Williamsburg. One of the comments that Broadband Zarr made is when this project is complete and all of Ethos projects are complete in Sierra County, we're going to have the most connected community in the entire state of New Mexico.
- We continue to have water leaks throughout the City. They are fully staffed, and they are really kicking the leaks out but we continue to have them. We make a repair, then the lines are breaching on either side of the repair. We are addressing the problems, and we're working with the state environment department on some emergency funding for Water and Wastewater projects that are real critical to us, and NMED has been fantastic to work with over the last 10 days or so by understanding the problem that we are experiencing here.
- Kudos to the Chamber of Commerce. Both of our bond questions passed quite significantly by 80% and 81% in the community. Our Chamber of Commerce did a fantastic job. He wanted to recognize Russ Binky and Gordon. The Chamber of Commerce is requesting donations for the advertising that was done.
- Unfortunately, Williamsburg has terminated the JPA contract for law enforcement, animal control, and animal shelter services. This will become effective on November 30, 2022 at midnight. On December 1, 2022 they will be transitioning to the Sheriff's Department and the County. There are still a number of issues in the air, and he has not received a response back from the Village,

but it's on compensation to the City for law enforcement services through the period of the contract. So far, the City has received $2,500 for law enforcement services. We're trying to work this out with the Village by the end of the contract.

- The auditors were here last week and things went well. We did have a citizen's complaint; it's a pretty common annual complaint. They reported to the state auditor that we have one individual that is always paying more than what her bill is, and over time it's accumulated to several thousand dollars. It's a political issue. However, there's nothing wrong with it. Frankly, he himself overpays every bill by a few dollars. They looked at it, and of course there is no issue with it. The auditors will be back on site for 2 more days in the not so distant future. Our target is to have the audit completed on time with minimum findings, if any.
- The Lee Bell Johnson building is having some structural problems, and potentially environmental problems associated with the building. Later on the agenda we will be taking about the study that needs to be done through our engineers.
- They started doing the random drug testing on safety sensitive positions. We haven't done it in many, many years. We started it last week and we are glad that we can implement that tool into our Human Resource arsenal for productive employment through the City.
- We are going through a website design change right now. City Clerk Torres is taking the lead on that. Our website is dated, and we are working to ensure that we are ADA compliant, and that we've got a very user friendly, attractive, and appealing website that is functional as well. We plan to add a lot of forms to the new website to make it as community friendly as possible.

Mayor Forrister: When you talk about the agreement with the Village of Williamsburg, what are they going to do for animal shelter and animal services?

City Manager Swingle: I don't know?

Mayor Forrister: I don't think the County has that facility. What happens when the County Deputies are out in the County, and there is an emergency in Williamsburg?

City Manager Swingle: Those are all questions that we've discussed at the Police Department, and those are concerning, but effective, December 1st the City will have no jurisdiction in the Village of Williamsburg.

Mayor Forrister: It is my understanding that even if the City's Police Department wanted to help out in an emergency situation they would not be able to.
City Manager Swingle: It is no different than responding to a call in Albuquerque where they have no authority to respond to calls over there. The Village is an incorporated community so it would be the same. I'm not sure exactly what thought process occurred with the Village or with the County, but I'm sure that they are going to work it out. The County provides these services to Elephant Butte now, and I think this is going to be an extension of that. I think the Police Department is very concerned about the calls for service. They are only minutes away and they will be unable to respond.

Mayor Forrister: I think the citizens of Williamsburg should be very concerned about that.

City Attorney Rubin reported the following had no reports.

City Commission Reports:

Commissioner Harrelson reported the following:

- After this month we will be announcing our students of the month so the Elementary School will be providing those names, and she will go over that so if you know those children you can give them a pat on the back and say thank you to them for being responsible at school and being a good character.
- Our community was fantastic in supporting us through the volleyball season. We had tons of donations and there were lots of people who lent a hand. There was a lot of support from the community and the small businesses that are here in T or C so I want to thank everyone for that. The girls really appreciated that. I also appreciate the parents for everything that they did for our girls.

Commissioner Fahl reported the following:

- She thanked our Water Department because you can see the difference that they are making. I know that must be an overwhelming job, and I feel for what they have to go through, but they are doing a really great job.
- Williamsburg is concerned about the Cantrell Damn process. When Wilson & Company comes to talk about that, they would like to be present in order to learn more about it.

Mayor Pro-Tem Hechler reported the following:

- We are going to have a busy few weeks leading up to Christmas. The Truth or Consequences Fiesta Committee will be having a Jingle Bell Race the first weekend in December.
- They just did a Proclamation for Small Business Saturday, November 26, so he encourages everyone to support our local businesses.
- Old Fashioned Christmas is December 9, 2022.
- The Beach Walk will be on December 10, 2022 in Elephant Butte State Park.

Mayor Forrister reported the following:

- She apologized for being late as she had a meeting.
- Last year she got to turn on the lights for the Old Fashioned Christmas and she will not be here this year
- She stated that she agrees with Commissioner Harrelson in regards to the community coming together to show support for the girls volleyball team.
- She does want the Village of Williamsburg and the citizens to be aware that they should be very worried about any emergency situation that arises.

F. CONSENT CALENDAR:

1. **City Commission Workshop Minutes, October 12, 2022**
2. **City Commission Regular Minutes, October 12, 2022**
3. **Acknowledge Library Advisory Board Minutes, October 31, 2022**
4. **October 2022 Accounts Payable**

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

G. ORDINANCES/RESOLUTIONS/ZONING

1. **Discussion/Action: Resolution No. 16 22/Authorizing the Execution and Delivery of a Planning Grant Agreement between NMFA and the City for Sanitary Sewer Asset Management Plan:**

Traci Alvarez, Assistant City Manager: The City was awarded funds for 2020 Sewer Asset Management Plan. The plan has been completed and was approved by NMFA and then approved by the City Commission by Resolution 12 22/23 that adopted that plan on September 28, 2022. These are just the final steps that are required so that they can close that grant and submit the reimbursement of the plan.

Commissioner Fahl: I want to compliment Traci on the grant. It will be a great benefit to the City.

Mayor Forrister moved to approve Resolution No. 16 22/23 Authorizing the Execution and Delivery of a Planning Grant Agreement between NMFA and the City for Sanitary Sewer Asset Management Plan. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. **Discussion/Action: Resolution No. 17 22/23 Budget Adjustment Request:**

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

Mayor Forrister moved to approve Resolution No. 17 22/23 Budget Adjustment Resolution. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. **Discussion/Action: Resolution No. 18 22/23 Property Abatement for 731 Wyona:**

Traci Alvarez, Assistant City Manager: This property has been served with letters of violation over the last several years. It's been through the court process with the previous code enforcement, and nothing was ever done. Once we received a new Code Enforcement Officer, we started those processes all over again on various properties, and this is one of them. Jamie has gone through all of her violation letters, making contact with the property owner, and the Court. At this point in time, the City is requesting the resolution so that we can go in and abate that property.

Jamie Sweeney, Code Enforcement Officer: Initially I will go out and take pictures around the entire property. The person was sent a certified letter for litter, which he received back in August of last year. I was contacted again when the Electric Department notified her that the homeowner's litter was going into the City property, and they were unable to do their job. I give everyone 15 days. This property went longer than the 15 days, and I put it back into court. He didn't clean anything up. I did a criminal complaint, and submitted it to the Municipal Court. He plead not guilty, but once they went to trial, he changed his plea to guilty. The court explained that there were two options; they could turn it back to the City, and they can do the same process, or I can refile saying that they are not compliant, and they are in violation for a second time. It was very apparent when they went to court that he wasn't going to clean it, so I got with Traci.

The Commission reviewed a side by side photo of the accumulation of trash in the yard, and Code Enforcement Officer Sweeney stated that Mr. Henson is still bringing more stuff onto the property. There is no water or sewer at his place, and there hasn't been for 3 years now.

Traci Alvarez, Assistant City Manager: It is my understanding that he is not living at this property. The abatement means that the City, or someone that the City hires would go in and clean the property.

City Attorney Rubin explained the Resolution to the Commission.

Mayor Forrister asked Mr. Henson to clarify his address and whether or not he lives at the Wyona address.

George Henson: Stated that he does live at 731 Wyona.

Jamie Sweeney, Code Enforcement Officer: I have been to the property a total of 10 times since the start of it. Sometimes Mr. Henson is at the property when I am there, and sometimes I do not see him. I contacted Adult Protected Services (APS) to try and help him with some sanitary concerns, and Mr. Henson refused to let them into his house.

Commissioner Harrelson asked; when a citizen doesn't have the necessities that they need for survival (ie: water and sewer), what is the protocol in a safety concern like that?

Jamie Sweeney, Code Enforcement Officer: That it is a huge safety concern, and that is why I contacted APS. She even went to Olive Tree, and they told her that they can't do anything unless he is willing to receive the help they are offering.

Traci Alvarez, Assistant City Manager: It is a code violation to live in a dwelling without water and sewer services.

Mayor Forrister moved to approve Resolution No. 18 22/23 Property Abatement for 731 Wyona and to include the word junk into the resolution as noted by the City Attorney. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. **Discussion/Action: Amendment to Resolution No. 68 21/22 City Park Rental Fees:**

Item was removed from the agenda.

H. NEW BUSINESS:

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

City Manager Swingle reviewed the Purchase Requisitions over $20,000 that was provided in the packet.

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

2. **Discussion/Action: Extension on Contract with Tech 45 Airport Management (Formerly Known as Tech 45 Enterprises):**

Traci Alvarez, Assistant City Manager: The City is still waiting on a proposal request for information for Airport Management services or operation services. The contract will expire the end of December so we are requesting to extend that contract for another 6 months while we continue doing the draft and advertising for a request for information to see what kind of proposal we can go out for. The contract does give them the ability to terminate services within 30 days if needed.

Mayor Forrister moved to approve the Extension on Contract with Tech 45 Airport Management (Formerly Known as Tech 45 Enterprises). Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. **Discussion/Action: Approval of WHPacific Contract Renewal:**

Traci Alvarez, Assistant City Manager: The WHPacific currently have a contract with the City and they are the ones that are doing the drainage plan and design for the downtown area.

Mayor Forrister moved to approve the WHPacific Contract Renewal. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. **Discussion/Action: Approval of Chief of Police Contract:**

City Manager Swingle reviewed the Chief of Police Contract.

Commissioner Fahl moved to approve the Chief of Police Contract. Mayor Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. **Discussion/Action: Approval of the US Department of the Interior Bureau of Land Management Right-of-Way Grant-Serial Number NMNM076517:**

City Manager Swingle: This is an agreement to give the Street Department access to the Cuchillo Damn. It will be 80 feet by 2.56 miles so that they can perform maintenance as needed on the damn. This is a 30 year agreement, and there is no cost involved in this at all.

Mayor Forrister moved to approve the US Department of the Interior Bureau of Land Management Right-of-Way Grant-Serial Number NMNM076517. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. **Discussion/Action: Approval of the US Department of the Interior Bureau of Land Management Right-of-Way Grant-Serial Number NMNM018561:**

City Manager Swingle: This is an agreement with BLM for right-of-way access for a water line that runs from the airport to the trap club. It's the only source of water that the trap club has. This is a 10 year contract and we have to pay $1,000 every 10 years.

Commissioner Fahl moved to approve the US Department of the Interior Bureau of Land Management Right-of-Way Grant-Serial Number NMNM018561. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. **Discussion/Action: Adoption of Recommendation and Report from the Municipal Ordinance Jurisdiction Advisory Committee. City Manager Swingle**

City Manager Swingle: We have been having meetings with the committee on whether we should dissolve the court or designate magistrate court as the court of authority over City ordinances. The committee has a final report that they've submitted and that report indicates that they should move forward with the endeavor.

City Attorney Rubin explained the Ordinance and the process to the commissioners.

Commissioner Harrelson moved to approve the report from the Municipal Ordinance Jurisdiction Advisory Committee and direct staff to move forward with drafting an ordinance. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. **Discussion/Action: Library Board recommendation for the re-appointment of Teresa "Terie" Hafner:**

City Clerk Torres: On October 31, 2022 the Library Advisory Board recommended the re-appointment of Member Teresa (Terie) Hafner to serve another 3 year term on the Library Advisory Board.

Mayor Pro-Tem Hechler made a motion to re-appoint Teresa (Terie) Hafner to serve another 3 year term on the Library Advisory Board. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. **EXECUTIVE SESSION:**

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

Commissioner Fahl made a motion to go into executive session at 10:54 a.m. to discuss Threatened & Pending Litigation (Ron Hoskins) pursuant to 10-15-1(H.7). Commissioner Harrelson seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Hechler reconvened the meeting in open session at 11:01 a.m.

Mayor Forrister certified that only matters pertaining to Threatened & Pending Litigation (Ron Hoskins) pursuant to 10-15-1(H.7) was discussed in Executive Session.

No action was taken.

J. ADJOURNMENT:

Mayor Pro-Tem Hechler adjourned the meeting at 11:02 a.m.

Passed and **Approved** this **14th** day of **December, 2022**.

_____
Amanda Forrister, Mayor

ATTEST:

_____
Angela A. Torres, CMC, City Clerk

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: G.2

SUBJECT: Acknowledge Regular Lodgers Tax Advisory Board Minutes, September 26, 2022.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 5, 2022
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes
-

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

$0.00

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

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 12-14-2022

CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, September 26, 2022

REGULAR MEETING

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, September 26, 2022 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Jake Foerstner

ROLL CALL:

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

ALSO PRESENT:

Bruce Swingle, City Manager
Tammy Gardner, Executive Assistant
Lisa Gabaldon, Deputy City Clerk
Casey Froese, Assistant City Clerk

1. **APPROVAL OF AGENDA**

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

2. **APPROVAL OF MINUTES:**
   a. Regular Meeting Minutes of July 25, 2022.

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

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

No Comments

4. OLD BUSINESS:

a. Discussion/Update: Airbnb Follow-Up

Chairman Foesrstner advised to skip over old business as it will be brought up in new business, 5.A.

5. NEW BUSINESS:

a. Discussion/Action: Geronimo Trail Scenic Byway for Postage Fulfillment for 2022-2023 Lodgers Tax Grant Application

LaRena Miller addressed the board requesting money for postage for information packets.

Member DeMarino made a motion to approve $800.00 for the funding request of postage.
Vice-Chairman Kelley seconded the motion.
Motion carried unanimously.

b. Discussion/Action: Geronimo Trail Scenic Byway for Visitor Center Feather Flag for 2022-2023 Lodgers Tax Grant Applications

LaRena Miller addressed the board requesting funding for a new flag for the visitor center.

Member DeMarino made a motion to approve $140.00 for the purchase of a new flag for the visitor's center.
Member MacKenzie seconded the motion.
Motion carried unanimously.

c. Discussion/Action: Sierra County Rock and Gem Society 2022-2023 Lodgers Tax Grant Application

Megan Holden addressed the board requesting funding for rock & gem show on March 25 & 26th, 2023, advertising / postage.

Member MacKenzie made a motion to approve $6250 to be used between publications in Rock and Gem Magazine, New Mexico Magazine, Website/upkeep, and graphic design.
Member DeMarino seconded the motion
Motion carried unanimously.

d. Discussion/Action: Recommendation for Re-Appointment of Board Members:

a. Jake Foerstner

Chairman Foerstner presented himself for Re-Appointment of Chairman of the board.
Member MacKenzie made a motion to Re-Appoint Chairman Foerstner.
Vice-Chairman Kelley seconded the motion.
Motion carried unanimously.

b. Linda DeMarino

Chairman Foerstner presented member DeMarino to be re-appointed
Member MacKenzie seconded the motion.
Motion carried unanimously.

e. Discussion/Action: Recommendation for Appointment of Board Members

a. Victoria Harrington

Victoria Harrington introduced herself to the board and explained her experience.

Chairman Foerstner made a motion to appoint new member Harrington as a board member.
Member DeMarino seconded the motion.
Motion carried unanimously.

b. Gordon Edelheit

Gordon Edelheit introduced himself to the board and explained his ideas and experience.

f. Discussion/Action: Review and recommendation of Ordinance No. 741 to amend Article VIII, Section 7-202 pertaining to the collection of Lodgers Tax and reporting procedure, City Manager Bruce Swingle

City Manager, Bruce Swingle discussed about contacting Air B&B and working with their legal council and presenting an ordinance amendment. It was stated that the ordinance will be voted this same week for publishing. Swingle stated it will be seen again in a month for approval.

Member DeMarino stated how excellent this will benefit the lodgers tax.

6. COMMENTS FROM THE BOARD

Vice-Chairman Kelley advised she had a meeting at the Geronimo Springs Museum to assist with information on what the museum can do with the lodgers tax. It was said they did not apply for the recipient grant this year. Kelley informed the museum they were too late to apply this year but may apply to the city for an exception.
Vice-Chairman Kelley advised they need to come up with a mechanism for the 90-day reports for after a campaign or even has finished as Fiesta did not make the 90 day report period.
Member DeMarino advised they do in fact have the report for Fiesta but it has not been reported.
It was discussed amongst all members about how to track the 90 days period in order to reach out to the awarded to get the reports.

7. COMMENTS FROM STAFF

City - Manager Swingle stated about an invoice he received from the New Mexico Hospitality association and iterated that the city has been a member in the past. The cost of the membership is $800 dollars a year. Swingle stated we do not attend the associations functions and trainings and that the city would cancel the membership if the board did not see a reason to continue.
Vice-Chairman Kelley advised she agrees the city does not need to be a member.

City-Manager Swingle advised that for the first quarter of this year, the lodgers tax was currently $73,000 above in revenue than last year and congratulated the Lodgers Tax board on a job well done.

Board member DeMarino stated that, anyone planning an event that the busiest months for events in the City of Truth or Consequences are March, April and October. During these months you will be competing with other events and people already coming. DeMarino advised secondly that main street is planning on picking up the Branding Roll-out. She also stated more info for future Air B&B's to maybe create a workshop for them to get together to get literature and ideas.

8. ADJOURNMENT

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

PASSED AND APPROVED ON THIS 28th DAY OF NOVEMBER 2022.

Jake Foerstner, Chairman
Lodgers Tax Advisory Board

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: G.3

SUBJECT: November 2022 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: November 30, 2022
SUBMITTED BY: Ruby Otero, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for November 2022

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): **Yes**

All Funds Summary is a total of $ 855,219.62

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

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 12/14/2022

Accounts Payable Transfer Sheet - 21-222 FY
Post Date Ending: 11/02/22,11/04/22,11/10/22,11/18/22,11/23/22

Fund	Fund Description	Fund Totals						Fund Numbers
		11/4/2022	11/10/2022	11/10/2022	11/18/2022	11/23/2022	GRAND TOTAL TRANSFERS	
101	General	$51,732.72	$30,477.87		$22,414.51	$62,971.97	$167,597.07	101
201	Local Government Corrections	$103.00	$1,980.00				$2,083.00	201
209	State Fire	$411.66	$525.62		$330.80	$3,879.17	$5,147.25	209
211	Law Enforcement Protection	$5,061.61	$1,521.00		$95.00		$6,677.61	211
214	Lodger's Tax	$912.30	$11,536.47		$926.90		$13,375.67	214
216	Street Renovation	$198.95	$525.88			$2,178.90	$2,903.73	216
217	Municipal Recreation						$0.00	217
294	State Library	$210.24	$99.95				$310.19	294
295	Municipal Pool	$921.83	$200.34			$73.18	$1,195.35	295
296	PD-GRT Fund	$1,914.00			$986.95		$2,900.95	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	Captial Improvement Joint Utility		$11,590.00				$11,590.00	306
307	Golf Course Improvements						$0.00	307
308	USDA -Sweeper						$0.00	308
309	USDA-Wastewater						$0.00	309
310	R&R-Emergency						$0.00	310
311	R&R-Sewer						$0.00	311
312	R&R-Airport						$0.00	312
313	R&R-Water						$0.00	313
314	CDBG - Grant						$0.00	314
315	CI Reserve- Non Capital Equipment						$0.00	315
316	Emergency Reserve						$0.00	316
320	USDA Water System Improvements						$0.00	320
360	NMFA Projects						$0.00	360
380	Community Development						$0.00	380
403	Pledge State Tax	$34,537.84		$4,882.81			$39,420.65	403
501	Cemetery				$155.27		$155.27	501
502	Utility Office	$479.85	$1,109.80		$1,458.35	$262.75	$3,310.75	502
503	Electric Dept	$10,267.81	$236,884.20		$132,175.60	$1,628.77	$380,956.38	503
504	Water Dept	$17,181.40	$4,783.98		$21,645.22	$2,156.48	$45,767.08	504
505	Solid Waste	$44,803.28	$8,251.34		$30,418.81	$12,806.61	$96,280.04	505
506	WasteWater	$18,545.14	$5,945.20		$1,071.46	$2,042.34	$27,604.14	506
507	Solid Waste Landfill/Collection						$0.00	507
508	Golf Course	$871.71	$2,470.43		$2,525.16	$1,247.90	$7,115.20	508
509	Municipal Airport	$15,214.86	$2,397.14		$220.47	$7,453.16	$25,285.63	509
600	Internal Service Fund	$2,082.29	$2,632.27		$10,715.10	$114.00	$15,543.66	600
	Grand Total-Accounts Payable	$205,450.49	$322,931.49	$4,882.81	$225,139.60	$96,815.23	$855,219.62	

Truth or Consequences

Expense Approval Report

By Fund

Payable Dates 11/1/2022 - 11/30/2022

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
PARKHILL SMITH & COOPER	01867922.00-2	11/04/2022	AIRPORT RFP FBO ASSISTANCE	101-1010-48598	2,017.90
NEW MEXICO GAS COMPANY, I...	103122	11/04/2022	GAS BILLS/ANIMAL SHELTER FY ...	101-1018-43780	203.68
NEW MEXICO GAS COMPANY, I...	103122	11/04/2022	GAS BILLS/NM WORKFORCE C...	101-1018-43780	26.38
NEW MEXICO GAS COMPANY, I...	103122	11/04/2022	GAS BILLS/GENERAL FY 22-23	101-1018-43780	674.79
ANIMAL CARE EQUIPMENT & S...	106826	11/04/2022	HUMANIAC TRAP COVER	101-1008-44607	41.90
ANIMAL CARE EQUIPMENT & S...	106826	11/04/2022	TRU CATCH LIVE ANIMAL FOLDI...	101-1008-44607	430.00
CITY UTILITIES	11/3/22	11/04/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	6,850.27
MANANA	110.22	11/04/2022	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
WILLIAM I. BUHLER	11012022	11/04/2022	FISH POND WATER RIGHTS FY 2...	101-1009-43770	450.00
NM BOARD OF VETERINARY M...	11032022	11/04/2022	EUTHANASIA TECHNICIAN LICE...	101-1006-42720	100.00
JAIME F. RUBIN, LLC	11122	11/04/2022	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	4,837.56
JAIME F. RUBIN, LLC	11122	11/04/2022	GRT	101-1000-43597	393.63
REED'S TIRE CENTER	12021	11/04/2022	265/70R17 TIRES	101-1006-47420	724.00
FOXWORTH-GALBRAITH	1421161	11/04/2022	35 3/4 X 83 1/4 METAL DOOR	101-1009-43403	516.69
FOXWORTH-GALBRAITH	1426626	11/04/2022	T-POST STL GRN NC 33 6-1/2	101-1009-44607	313.20
JOSE LUIS SIMENTAL SR	1941	11/04/2022	12VOLT JUMP STARTER	101-1009-44613	360.50
STANTEC CONSULTING SERVICE...	1998482-1	11/04/2022	SILVER CITY NMGRT @ 8.0%	101-1010-48598	200.84
STANTEC CONSULTING SERVICE...	1998482-1	11/04/2022	DEVELOPMENT REVIEW 101 AU...	101-1010-48598	2,438.15
STANTEC CONSULTING SERVICE...	1998482-2	11/04/2022	DEVELOPMENT REVIEW 700 CH...	101-1010-48598	5,332.78
STANTEC CONSULTING SERVICE...	1998482-2	11/04/2022	SILVER CITY NMGRT @ 8.2375%	101-1010-48598	439.29
AMAZON CAPITAL SERVICES, IN...	1DGJ-DG4W-1XP9	11/04/2022	INTERNET SWITCH	101-1006-44606	29.99
AMAZON CAPITAL SERVICES, IN...	1DGJ-DG4W-1XP9	11/04/2022	LIME SULFUR DIP	101-1006-44607	18.99
AMAZON CAPITAL SERVICES, IN...	1DGJ-DG4W-1XP9	11/04/2022	BUNGEE CORDS	101-1006-44607	12.63
AMAZON CAPITAL SERVICES, IN...	1DGJ-DG4W-1XP9	11/04/2022	KENNEL SOL	101-1006-44607	186.90
AMAZON CAPITAL SERVICES, IN...	1PD9-V6FR-JDCM	11/04/2022	SPINDLE ASSEMLY 46"DECK	101-1009-44613	83.97
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	101-1006-47420	70.00
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	101-1008-47420	1.86
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	101-1009-47420	523.38
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	101-1012-47420	105.82
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	101-1014-47420	2.34
STAPLES CONTRACT & COMME...	3521376066	11/04/2022	HP 952XL/952 INK	101-1006-44606	328.11
TRANS UNION RISK & ALTERNAT...	485949-202210-1	11/04/2022	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	121.00
VERIZON WIRELESS	9919068901	11/04/2022	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	205.45
VERIZON WIRELESS	9919068901	11/04/2022	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	123.27
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1001-41235	70.98
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1002-41235	8,658.00
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1003-41235	105.47
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1004-41235	161.70
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1006-41235	56.67
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1007-41235	455.68
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1008-41235	53.10
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1009-41235	73.25
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1010-41235	45.42
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1011-41235	182.38
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1012-41235	57.27
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1013-41235	36.29

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1014-41235	97.50
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	101-1016-41235	74.10
LASTING PAWS PET MEMORIAL ...	LC10391-I-0032	11/04/2022	ANIMAL CREMATIONS	101-1006-48598	731.64
TAC10, INC.	TACMN0000206	11/04/2022	ANNUAL TAC 10 MAINTENANCE...	101-1007-43815	11,808.00
MIKE TORRES DBA CD TECHNO...	1003	11/09/2022	IT SERVICES AUGUST 1,2022 TO ..	101-1018-48598	903.14
NM BOARD OF VETERINARY M...	11082022	11/09/2022	ANNUAL ANIMAL SHELTER LICE...	101-1006-43770	150.00
COPPLER LAW FIRM, P.C.	11685/11692	11/09/2022	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	3,946.02
AMAZON CAPITAL SERVICES, IN...	11QG-HWWD-K3L7,11F3-WY1C...	11/09/2022	RESCUE SHIRT-MED	101-1006-42620	39.98
AMAZON CAPITAL SERVICES, IN...	11QG-HWWD-K3L7,11F3-WY1C...	11/09/2022	RESCUE SHIRT- XXL	101-1006-42620	19.99
AMAZON CAPITAL SERVICES, IN...	11QG-HWWD-K3L7,11F3-WY1C...	11/09/2022	PUPPY PADS	101-1006-44607	170.76
AMAZON CAPITAL SERVICES, IN...	11QG-HWWD-K3L7,11F3-WY1C...	11/09/2022	PLASTIC BOWLS	101-1006-44607	35.98
AMAZON CAPITAL SERVICES, IN...	11QG-HWWD-K3L7,11F3-WY1C...	11/09/2022	SCRUB BRUSH	101-1006-44607	22.99
SAFETY FLARE, INC.	127742-127761	11/09/2022	ANNUAL FIRE EXTINGUISHER IN...	101-1014-47410	6,083.62
EWING IRRIGATION	18177514	11/09/2022	1 IN POLY LINE AT 500 FT ROLL	101-1009-44607	153.13
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	149.45
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	254.86
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	761.50
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	113.11
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	124.51
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	240.76
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	87.26
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	207.67
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	204.66
AMAZON CAPITAL SERVICES, IN...	1PNU-H3DD-LGW3	11/09/2022	2023 DESK CALENDAR	101-1012-44606	19.80
QUILL CORPORATION	28467683/28474258	11/09/2022	8.5"X11" COPY PAPER 5 REAMS...	101-1003-44606	210.54
QUILL CORPORATION	28467683/28474258	11/09/2022	HANGING FILE FOLDER 25/PK	101-1003-44606	29.68
QUILL CORPORATION	28467683/28474258	11/09/2022	KLEENEX 6/PK	101-1003-44606	15.99
QUILL CORPORATION	28467683/28474258	11/09/2022	SPIRAL NOTEBOOK 6/PK	101-1003-44606	15.11
QUILL CORPORATION	28467683/28474258	11/09/2022	1" WIDE POST IT TABS	101-1003-44606	11.33
QUILL CORPORATION	28467683/28474258	11/09/2022	PILOT G2 BLACK PENS-DOZEN	101-1003-44606	15.74
QUILL CORPORATION	28467683/28474258	11/09/2022	STAPLES	101-1010-44606	15.46
QUILL CORPORATION	28467683/28474258	11/09/2022	STAPLER	101-1010-44606	34.19
SIERRA AUTO/CARQUEST	305276	11/09/2022	BATTERY GOLD 1 EA DH	101-1009-47420	165.21
SIERRA AUTO/CARQUEST	305391	11/09/2022	10G 10FFORX	101-1009-47420	25.71
SIERRA AUTO/CARQUEST	305391	11/09/2022	HYD NPS	101-1009-47420	87.84
SIERRA AUTO/CARQUEST	305391	11/09/2022	SYDR FITTING	101-1009-47420	47.98
SIERRA AUTO/CARQUEST	305391	11/09/2022	XBO CRIMPS	101-1009-47420	14.00
SIERRA AUTO/CARQUEST	305392	11/09/2022	BELT TENSIONER	101-1009-47420	94.89
SIERRA AUTO/CARQUEST	305961	11/09/2022	BRAKE PADS-PROF PLAT	101-1006-47420	50.34
SIERRA AUTO/CARQUEST	305961	11/09/2022	BRAKE PADS- PROF PLAT	101-1006-47420	50.15
ARMIJO'S CASA BONITA	44873	11/09/2022	ADA DOOR INSTALL FOR CLERKS..	101-1014-43403	2,980.31
SILVERSKY, INC.	466915-SI	11/09/2022	EMAIL SERVICE OPEN PO FY22/...	101-1018-43815	211.95
SIERRA VISTA HOSPITAL / SIERR...	50929C15467	11/09/2022	COLLECTION FEE FY 22-23 OPEN..	101-1004-48599	100.00
SIERRA AUTO/CARQUEST	6016-305218	11/09/2022	ALTERNATOR RMFD	101-1009-47420	147.50
GERILYNNE HESTON	601632	11/09/2022	SECURITY DEPOSIT FOR 11/01/...	101-1099-34348	25.00
ARENAS VALLEY ANIMAL CLINIC...	71656/71695	11/09/2022	VET SERVICES	101-1006-48598	703.41
ARENAS VALLEY ANIMAL CLINIC...	71834/71857	11/09/2022	VET SERVICES	101-1006-48598	979.72
ARENAS VALLEY ANIMAL CLINIC...	72039/72153	11/09/2022	VET SERVICES	101-1006-48598	704.70
ARENAS VALLEY ANIMAL CLINIC...	72401/72445	11/09/2022	VET SERVICES	101-1006-48598	89.69
ARENAS VALLEY ANIMAL CLINIC...	72470	11/09/2022	VET SERVICES	101-1006-48598	243.18
JESSICA LOGREIRA	752849	11/09/2022	SECURITY DEPOSIT FOR 9/17/22	101-1099-34348	25.00
HOT SPRINGS RODEO ASSOCIAT...	826520	11/09/2022	SECURITY DEPOSIT FOR 10/29/...	101-1099-34348	100.00
KING'S LOCKSMITH	88793	11/09/2022	KEY BY CODE	101-1009-47420	18.50
KING'S LOCKSMITH	88793	11/09/2022	F250 TOOLBOX KEY	101-1009-47420	8.58
KING'S LOCKSMITH	88799	11/09/2022	RE KEYD DOOR KNBS	101-1009-47415	29.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUEST DIAGNOSTICS, INC.	9201079715	11/09/2022	SCREENING & MRO FEE FY22-23..	101-1004-48599	336.30
JAKE BAULCH	971502	11/09/2022	SECURITY DEPOSIT FOR 9/17/22..	101-1099-34348	25.00
WEX BANK	10312022	11/10/2022	WEX BANK FUEL CARD OPEN PO..	101-1014-43316	593.74
TDS	110012022	11/10/2022	INTERNET SERVICE/PD OPEN PO..	101-1007-43775	149.00
WEX BANK	11012022	11/10/2022	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	4,660.86
WEX BANK	110122	11/10/2022	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	1,098.19
WEX BANK	1129253	11/10/2022	OPEN PO - FUEL PURCHASES FY...	101-1013-43316	72.18
SUN VALLEY, INC.	166051,166191,16620,166265,...	11/10/2022	OPEN PO FOR FIELD SUPPLIES	101-1009-44607	411.34
SUN VALLEY, INC.	166221,166422	11/10/2022	OPEN P.O. FOR FIELD SUPPLIES	101-1014-44607	869.26
SUN VALLEY, INC.	166475/6	11/10/2022	DISCOUNT	101-1009-44607	-5.39
SUN VALLEY, INC.	166475/6	11/10/2022	.75 SCOTTS PREM TOP SOIL	101-1009-44607	107.70
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	POST-IT "SIGN HERE" MESSAGE ...	101-1004-44606	7.89
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	DESK PAD CALENDAR	101-1004-44606	2.61
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	POST-IT FLAGS 1" WIDE ASSOR...	101-1004-44606	6.80
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	POST-IT "SIGN HERE" MESSAGE ...	101-1004-44606	7.89
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	APPROVED STAMP	101-1004-44606	8.88
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	8.5 X 11 TRU RED PAPER 5 REA...	101-1004-44606	478.80
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	HANGING FILE FOLDERS GREEN...	101-1004-44606	13.76
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	FILE FOLDER LABELS	101-1004-44606	23.78
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	24" X 26" YEARLY DRY-ERASE ...	101-1004-44606	27.58
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	RENINFORCED FOLDER 2" EXPA...	101-1004-44606	28.98
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	GOLD CERTIFICATE SEAL 100 PA...	101-1004-44606	8.97
STAPLES CONTRACT & COMME...	8068154654	11/10/2022	32" X 48" YEARLY DRY-ERASE ...	101-1004-44606	41.37
LAS CRUCES SUN NEWS	0005068966	11/18/2022	LEGAL AD FOR RFP 22-23-02 SI...	101-1004-43740	116.41
TEXAS- NEW MEXICO NEWSPAP...	0005068994	11/18/2022	ADVERTISMENT FOR FINANCE D..	101-1004-43740	450.73
VETERANS MEMORIAL TRUST B...	104051	11/18/2022	SECURITY DEPOSIT REFUND FOR..	101-1099-34348	50.00
CITY UTILITIES	11/17/22	11/18/2022	CITY UTILITIES CYCLE A&B/OPEN..	101-1018-43780	2,940.95
NM DEPT. OF PUBLIC SAFETY T...	11142022	11/18/2022	RELEASE OF INFORMATION FOR...	101-1006-42720	15.00
OCD, LLC	207	11/18/2022	MATERIAL AND LABOR PLUS LA...	101-1012-43403	18,649.71
ALARM CONTROL TECHNOLOGI...	26858/26857	11/18/2022	FIRE ALARM MONITORING OPE...	101-1014-47410	53.88
NU-WAY LAUNDRY & CLEANERS	37831	11/18/2022	NU-WAY CARPET SERVICES 22-...	101-1014-44607	137.83
CUTTIN EDGE - STEPHEN MCCA...	000011	11/23/2022	48 TREES PRUNED	101-1009-47415	13,200.00
CUTTIN EDGE - STEPHEN MCCA...	000011	11/23/2022	LABOR	101-1009-47415	1,000.00
CUTTIN EDGE - STEPHEN MCCA...	000011	11/23/2022	4 TREES OVER 60 FT TALL	101-1009-47415	100.00
CUTTIN EDGE - STEPHEN MCCA...	000011	11/23/2022	FUEL COST	101-1009-47415	220.00
SIERRA VISTA HOSPITAL / SIERR...	10312022	11/23/2022	GRT DISTRIBUTION FY 22/23 OP...	101-1017-48599	29,913.75
SIERRA COUNTY SENTINEL	109947	11/23/2022	HELP WANTED ADS FY22-23- O...	101-1004-43740	321.06
SIERRA COUNTY SENTINEL	109977	11/23/2022	OPEN PO FOR FY 22/23 PUBLIC...	101-1001-43740	194.67
WILSON & COMPANY, INC. ENG...	111044	11/23/2022	ON CALL GRANT MANAGEMENT..	101-1010-48598	14,137.94
FOXWORTH-GALBRAITH	1464611	11/23/2022	PIANT PROINT FLAT HI-HIDE 5G...	101-1014-44607	279.98
FOXWORTH-GALBRAITH	1464611	11/23/2022	COVE MOLDING 3/4 X 8 FOOT	101-1014-44607	36.10
FOXWORTH-GALBRAITH	1464611	11/23/2022	BASE COVE VINYL 4X48	101-1014-44607	44.64
FOXWORTH-GALBRAITH	1464611	11/23/2022	FINISH NAIL BRT #1 BOX	101-1014-44607	6.27
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1001-41226	149.45
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1004-41226	248.07
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1007-41226	792.99
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1008-41226	113.11
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1009-41226	124.51
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1011-41226	222.53
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1012-41226	87.26
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1014-41226	207.67
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	101-1016-41226	199.89
INTEGRATED TECHNOLOGIES G...	7512	11/23/2022	IT SERVICES	101-1002-48598	92.23
STAPLES CONTRACT & COMME...	8068221367	11/23/2022	HP 90 X BLACK HIGH YIELD TON...	101-1004-44606	319.92

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRAINGER, INC.	9501601869	11/23/2022	FLUORESCENT T8 LIGHT BULBS ...	101-1014-44607	397.44
				Fund 101 - General Total:	**167,597.07**
Fund: 201 - Corrections					
ADMINISTRATIVE OFFICE OF	10312022	11/04/2022	PAY DWI & COURT AUTO FEES ...	201-1903-44805	67.00
NM JUDICIAL EDUCATION CENT...	10312022	11/04/2022	PAY JUDICIAL FEES FY 22/23 OP...	201-1903-44805	36.00
SIERRA COUNTY TREASURER	11012022	11/09/2022	PRISONER CARE OPEN PO FY JU...	201-1903-48710	1,980.00
				Fund 201 - Corrections Total:	**2,083.00**
Fund: 209 - Fire					
NEW MEXICO GAS COMPANY, I...	103122	11/04/2022	GAS BILLS/FIRE SOUTH STATION..	209-1603-43780	28.72
NEW MEXICO GAS COMPANY, I...	103122	11/04/2022	GAS BILLS/FIRE STATION FY 22-...	209-1603-43780	76.44
CITY UTILITIES	11/3/22	11/04/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	306.50
LYNN'S LANDSCAPE	10254	11/09/2022	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	471.43
MEGAHERTZ COMPUTER CONS...	63065	11/09/2022	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.19
CITY UTILITIES	11/17/22	11/18/2022	CITY UTILITIES CYCLE A&B/OPEN..	209-1603-43780	330.80
LYNN'S LANDSCAPE	10329	11/23/2022	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	471.43
BRETT HENRY	1054	11/23/2022	AIR CYCLINDERS-COMPOSIT	209-1603-47420	2,100.00
BRETT HENRY	1054	11/23/2022	MILEAGE	209-1603-47420	194.40
BRETT HENRY	1054	11/23/2022	TRAVEL-HOURLY	209-1603-47420	513.34
BRETT HENRY	1054	11/23/2022	AIR CYLINDERS-STEEL	209-1603-47420	600.00
				Fund 209 - Fire Total:	**5,147.25**
Fund: 211 - Law Enforce Prot					
NM DEPT. OF PUBLIC SAFETY T...	10/27/22	11/04/2022	INSTRUCTOR CERTIFICATION A...	211-2003-42535	10.00
REED'S TIRE CENTER	12064	11/04/2022	245/55R18 TIRES	211-2003-47420	1,568.00
REED'S TIRE CENTER	12064	11/04/2022	265/70R17 TIRES	211-2003-47420	1,448.00
REED'S TIRE CENTER	12064	11/04/2022	255/60R18 TIRES	211-2003-47420	920.00
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	211-2003-47420	230.11
INDUSTRIAL PRODUCTS MFG, I...	84726/83964	11/04/2022	9MM BLAZER BRASS	211-2003-44607	498.00
INDUSTRIAL PRODUCTS MFG, I...	84726/83964	11/04/2022	124 GR HST HP	211-2003-44607	387.50
THE CAR WASH	3	11/10/2022	CAR WASH VOUCHERS FOR THE...	211-2003-47420	720.00
THE EMBLEM AUTHORITY	40834	11/10/2022	300 UNIFORM PATCHES	211-2003-44573	801.00
TECHNICON TRAINING	22-IT03003	11/18/2022	TRAINING REGISTRATION-DON...	211-2003-42535	95.00
				Fund 211 - Law Enforce Prot Total:	**6,677.61**
Fund: 214 - Lodgers Tax					
VETERANS MEMORIAL TRUST B...	101822	11/04/2022	OPEN PO FOR LODGERS TAX C...	214-2560-60725	912.30
MAINSTREET T OR C	11722	11/09/2022	OPEN PO FOR LODGERS TAX C...	214-2560-60725	4,600.00
SIERRA COUNTY ARTS COUNCIL	11722	11/09/2022	OPEN PO FOR LODGERS TAX AD...	214-2560-60725	156.24
SUNNY 505	000254	11/10/2022	ACCOUNT MANAGEMENT	214-2540-48598	955.04
SUNNY 505	000255	11/10/2022	ADVERTISING AND MARKETING...	214-2503-47406	5,825.19
GERONIMO TRAIL SCENIC BYW...	111122	11/18/2022	OPEN PO FOR LODGERS TAX SE...	214-2540-60725	416.66
RUANNA WALDRUM	111522	11/18/2022	WEBSITE AND MULTI-MEDIA U...	214-2540-60725	510.24
				Fund 214 - Lodgers Tax Total:	**13,375.67**
Fund: 216 - Muni Street					
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	216-4503-47420	198.95
REED'S TIRE CENTER	12111	11/09/2022	TIRE MOUNT	216-4503-47420	210.96
SIERRA AUTO/CARQUEST	305393	11/09/2022	SYDR FITTING	216-4503-47420	43.41
SIERRA AUTO/CARQUEST	305393	11/09/2022	HYDRAULIC HOSE BULK	216-4503-47420	48.45
SIERRA AUTO/CARQUEST	305393	11/09/2022	XBO CRIMPS	216-4503-47420	14.00
SIERRA AUTO/CARQUEST	305393	11/09/2022	HYDRAULIC FITTING	216-4503-47420	24.88
SIERRA AUTO/CARQUEST	305604	11/09/2022	BATTERY SILVER BEP 34-1	216-4503-47420	144.19
SIERRA AUTO/CARQUEST	306293	11/09/2022	SPROCKET	216-4503-47420	39.99
B & H OIL CO.	54845,54850,54006,54844,548...	11/23/2022	RED DIESEL- OPEN PO FY 22/23	216-4503-43316	2,178.90
				Fund 216 - Muni Street Total:	**2,903.73**
Fund: 294 - State Library					
OCLC, INC.	1000260958	11/04/2022	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	210.24
TDS	11012022	11/10/2022	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
				Fund 294 - State Library Total:	**310.19**
Fund: 295 - Muni Pool					
NEW MEXICO GAS COMPANY, I...	103122	11/04/2022	GAS BILLS/SWIMMING POOL CY...	295-4803-43780	24.17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	11/3/22	11/04/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	843.03
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	295-4803-41235	54.63
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	73.18
SUN VALLEY, INC.	166235,166451	11/10/2022	OPEN PO - FIELD SUPPLIES/OC...	295-4803-44607	127.16
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	295-4803-41226	73.18
				Fund 295 - Muni Pool Total:	**1,195.35**
Fund: 296 - PD GRT					
KAUFMAN'S WEST, LLC	7057L	11/04/2022	SAFARILAND NEW HARDWIRE 6...	296-2403-44615	1,914.00
AMAZON CAPITAL SERVICES, IN...	1RFV-L4H7-GLHH	11/18/2022	L SHAPED DESK WITH HUTCH	296-2403-44613	986.95
				Fund 296 - PD GRT Total:	**2,900.95**
Fund: 306 - Cl Jt Uti					
BURNS & McDONNELL ENGINE...	149211-1	11/09/2022	ELECTRIC RATE STUDY	306-6103-48598	11,590.00
				Fund 306 - Cl Jt Uti Total:	**11,590.00**
Fund: 403 - Pledge State					
CAPITAL ONE PUBLIC FUNDING	11012022	11/04/2022	CAPITAL ONE LOAN PMT INTER...	403-1203-90910	8,393.75
NEW MEXICO FINANCE AUTHOR..	110122	11/04/2022	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR..	110122	11/04/2022	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR..	110122	11/04/2022	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.63
NEW MEXICO FINANCE AUTHOR..	110122	11/04/2022	NMFA LOAN PYMT PPRF-5652 ...	403-1203-90905	8,336.00
NEW MEXICO FINANCE AUTHOR..	110122	11/04/2022	NMFA LOAN PYMT PPRF-5652 I...	403-1203-90910	2,368.12
BANK OF THE SOUTHWEST	11102022	11/10/2022	INTEREST PAYMENTS MSD WAT...	403-1203-90910	4,882.81
				Fund 403 - Pledge State Total:	**39,420.65**
Fund: 501 - Cemetary					
CITY UTILITIES	11/17/22	11/18/2022	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	155.27
				Fund 501 - Cemetary Total:	**155.27**
Fund: 502 - Util Office - Pool					
CITY UTILITIES	11/3/22	11/04/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	321.70
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	502-3601-47420	20.00
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	502-3601-41235	138.15
PITNEY BOWES INC.	1021666378	11/09/2022	RED INK CARTRIDGE FOR SEND...	502-3601-44606	594.95
PITNEY BOWES INC.	1021666378	11/09/2022	SENDPRO C AUTO POSTAGE TA...	502-3601-44606	178.47
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	262.75
PITNEY BOWES INC.	8000-9090-0951-4238--11/08/...	11/09/2022	PITNEY BOWES RELAY 5000/PO...	502-3601-43465	73.63
INSTA-COPY IMAGING	573020	11/18/2022	10,000 #10 WINDOW & 10,000 ...	502-3601-43740	1,458.35
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	502-3601-41226	262.75
				Fund 502 - Util Office - Pool Total:	**3,310.75**
Fund: 503 - Electric					
NEW MEXICO GAS COMPANY, I...	103122	11/04/2022	GAS BILLS/ELECTRIC FY 22-23	503-3702-43780	24.17
CITY UTILITIES	11/3/22	11/04/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,919.87
VILLAGE OF WILLIAMSBURG	11012022	11/04/2022	FRANCHISE TAX FY 22/23 OPEN...	503-3702-45796	4,859.02
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	503-3702-47420	250.92
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	503-3702-41235	213.83
PETE'S EQUIPMENT, INC.	0032928	11/09/2022	HAND GUN SPRAYER	503-3702-47420	269.32
PETE'S EQUIPMENT, INC.	0032928	11/09/2022	SHIPPING	503-3702-47420	21.27
MIKE TORRES DBA CD TECHNO...	1003	11/09/2022	IT SERVICES AUGUST 1,2022 TO ..	503-3702-48598	903.12
SIERRA ELECTRIC CO-OP, INC.	11042022,11022022	11/09/2022	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	572.70
SIERRA ELECTRIC CO-OP, INC.	11042022,11022022	11/09/2022	POWER SERVICES- OPEN PO FY-...	503-3702-50795	171,421.61
REED'S TIRE CENTER	12062	11/09/2022	MOUNT & BALANCE TIRES- 124...	503-3702-47420	120.00
REED'S TIRE CENTER	12062	11/09/2022	DISPOSAL	503-3702-47420	42.09
ALTEC INDUSTRIES, INC	12116787/12132073	11/09/2022	HARNESS	503-3702-44615	301.88
ALTEC INDUSTRIES, INC	12116787/12132073	11/09/2022	LANYARD	503-3702-44615	187.41
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	391.64
SIERRA AUTO/CARQUEST	305342	11/09/2022	COOLENT FILT INTERCHANGE F...	503-3702-47420	21.24
SIERRA AUTO/CARQUEST	305342	11/09/2022	FUEL INTERCHANGE FOR 33403	503-3702-47420	10.97
SIERRA AUTO/CARQUEST	305342	11/09/2022	FUEL	503-3702-47420	30.76
SIERRA AUTO/CARQUEST	305807	11/09/2022	BOLT GRADE 8	503-3702-44607	22.24
SIERRA AUTO/CARQUEST	305807	11/09/2022	SPLIT WASHER 1/2	503-3702-44607	3.20
SIERRA AUTO/CARQUEST	305807	11/09/2022	HEX NUTS 1/2-13 GRADE 5	503-3702-44607	5.28

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	305807	11/09/2022	FLAT WASHER 1/2	503-3702-44607	3.20
SIERRA AUTO/CARQUEST	306231	11/09/2022	GLOVES	503-3702-44615	12.99
SILVERSKY, INC.	466915-SI	11/09/2022	EMAIL SERVICE OPEN PO FY22/...	503-3702-43815	211.95
TRIPLE H SOLAR, LLC	0316	11/10/2022	ENGINEERING SERVICES- OPEN ...	503-3702-48598	5,120.00
ZIA ELECTRICAL PRODUCTS	18479	11/10/2022	200/5 SPADE TYPE CT	503-3702-44607	495.00
ZIA ELECTRICAL PRODUCTS	18479	11/10/2022	13T PREWIRED METER SOCKET	503-3702-44607	408.73
TWIN PALMS EMBROIDERY, LLC	2181	11/10/2022	UNIFORM EMBROIDERY- PRISCI...	503-3702-42620	30.00
TRI-STATE GENERATION & TRA...	303794	11/10/2022	POWER SERVICES- OPEN PO FY-...	503-3702-50795	35,479.13
TRAFFIC SIGNAL CONTROLS, INC	5732	11/10/2022	FLASH TRANSFER RELAY	503-3702-44607	84.86
WEX BANK	6193324592	11/10/2022	UNLEADED/DIESEL FUEL PURC...	503-3702-43316	63.28
SSA SOLAR OF NM 4, LLC	NM-14-015A-202210-01	11/10/2022	POWER SERVICES- OPEN PO FY ...	503-3702-50795	20,650.33
CLARK TRUCK EQUIP CO., INC.	0127215-IN	11/18/2022	3 PUSH BUTTON SWITCH	503-3702-47420	85.00
CLARK TRUCK EQUIP CO., INC.	0127215-IN	11/18/2022	PRESSURE SWITCH	503-3702-47420	113.00
BIXBY ELECTRIC, INC	09282022	11/18/2022	12.47 kV DISTRIBUTION LINE R...	503-3702-47415	84,003.63
CITY UTILITIES	11/17/22	11/18/2022	CITY UTILITIES CYCLE A&B/OPEN..	503-3702-43780	215.30
REED'S TIRE CENTER	12114	11/18/2022	225 7019.5 HERCULES HRA	503-3702-47420	1,950.00
REED'S TIRE CENTER	12114	11/18/2022	DISPOSAL	503-3702-47420	60.00
WESTERN UNITED ELECTRIC	6069154	11/18/2022	C1022009 ANCHOR DISK	503-3702-44607	1,198.00
VERIZON WIRELESS	9919671307	11/18/2022	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	51.96
WESTERN AREA POWER ADMIN	JJPB1798A1022	11/18/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	44,498.71
PETE'S EQUIPMENT, INC.	0032962	11/23/2022	IGNITION SWITCH	503-3702-47420	134.59
PETE'S EQUIPMENT, INC.	0032962	11/23/2022	ELEC THROTTLE B-ENGINE SWIT...	503-3702-47420	134.80
KING'S LOCKSMITH	08314	11/23/2022	PROGRAMMING	503-3702-47420	80.00
KING'S LOCKSMITH	08314	11/23/2022	SPARE KEY F-350(07561-G)	503-3702-47420	45.00
AMAZON CAPITAL SERVICES, IN...	1CX6-6VRR-G44G	11/23/2022	STEEL TOE BOOTS- JOSHUA GO...	503-3702-44615	256.06
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	503-3702-41226	409.06
TRAFFIC SIGNAL CONTROLS, INC	5770	11/23/2022	FLASHER, NEMA, MODEL 204 C...	503-3702-44607	62.62
WESTERN UNITED ELECTRIC	6073712	11/23/2022	INSULATED PIN 7.2Kv C-NECK G...	503-3702-44607	104.40
WESTERN UNITED ELECTRIC	6073713	11/23/2022	INSULATED PIN C- NECK	503-3702-44607	208.80
WESTERN UNITED ELECTRIC	6073728	11/23/2022	LU70/EN 70WATT BULBS	503-3702-44607	193.44
				Fund 503 - Electric Total:	**380,956.38**
Fund: 504 - Water					
NM UTILITY OPERATOR CERTIFI...	103122	11/04/2022	PETE ENGLISH CERTIFICATION ...	504-3803-42720	60.00
NEW MEXICO GAS COMPANY, I...	103122	11/04/2022	GAS BILLS/WATER FY 22-23	504-3803-43780	48.99
CITY UTILITIES	11/3/22	11/04/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	8,910.17
VILLAGE OF WILLIAMSBURG	11012022	11/04/2022	FRANCHISE TAX FY 22/23 OPEN...	504-3803-45796	1,219.71
USA BLUEBOOK	129888/131137	11/04/2022	8- EXTREME WORK HI VIS GLOV...	504-3803-44615	178.24
USA BLUEBOOK	129888/131137	11/04/2022	8- EXTREME WORK HI VIS GLOV...	504-3803-44615	190.93
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	504-3803-47420	321.05
INTEGRATED TECHNOLOGIES G...	7490	11/04/2022	INSTALLATION	504-3803-43815	92.23
INTEGRATED TECHNOLOGIES G...	7490	11/04/2022	MICROSOFT OFFICE HOME AND...	504-3803-43815	265.00
AIRVAC, INC.	90267152	11/04/2022	AIRVAC 3" VALVE REBUILD KIT	504-3803-44607	738.81
AIRVAC, INC.	90267152	11/04/2022	CONTROLLER REBUIDING KIT HP	504-3803-44607	332.00
AIRVAC, INC.	90267506	11/04/2022	VAC PUMP OIL 5 GAL	504-3803-44607	1,054.32
AIRVAC, INC.	90267506	11/04/2022	CONTROLLER REBUILDING KIT ...	504-3803-44607	498.00
AIRVAC, INC.	90267506	11/04/2022	AIRVAC 3" VALVE REBUILD KIT	504-3803-44607	1,103.96
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	504-3803-41235	99.92
PURE OPERATIONS, LLC	NI225469	11/04/2022	MASTER METER 3" OCTAVE	504-3803-44607	2,068.07
MIKE TORRES DBA CD TECHNO...	1003	11/09/2022	IT SERVICES AUGUST 1,2022 TO ..	504-3803-48598	903.12
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	133.05
SILVERSKY, INC.	466915-SI	11/09/2022	EMAIL SERVICE OPEN PO FY22/...	504-3803-43815	211.94
DPC INDUSTRIES, INC.	DE74000709-22	11/09/2022	MONTHLY DEMURRAGE FEE FO...	504-3803-43465	50.00
PURE OPERATIONS, LLC	NI225520	11/09/2022	MASTER METER 2" POLYMER O...	504-3803-44607	1,570.76
PURE OPERATIONS, LLC	NI225520	11/09/2022	MASTER METER OCTAVE ENCO...	504-3803-44607	302.40
TAXATION AND REVENUE	10312022	11/10/2022	WATER CONSERVATION FEE FY ...	504-3803-43797	1,234.20
SUN VALLEY, INC.	166149,166240,166236,166304...	11/10/2022	OPEN FIELD SUPPLIES OCTOBER...	504-3803-44607	159.91
SUN VALLEY, INC.	166359	11/10/2022	6' FOAM PIPE INSULATION	504-3803-44607	8.67
SUN VALLEY, INC.	166359	11/10/2022	DISCOUNT	504-3803-44607	-2.03
SUN VALLEY, INC.	166359	11/10/2022	2"X15' PIPE INSUL TAPE	504-3803-44607	31.96
STEVE BELL CONSTRUCTION	C18282	11/10/2022	ANNUAL USE OF CRUSHER FINE...	504-3803-47415	180.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	11/17/22	11/18/2022	CITY UTILITIES CYCLE A&B/OPEN..	504-3803-43780	696.97
CITY UTILITIES	11-17-22	11/18/2022	CITY LANDFILL BILLS/OPEN PO F...	504-3803-43780	6.00
BAKER UTILITY SUPPLY CORP.	305285/305332	11/18/2022	STL FULL CIRCLE 4" x 7.5" - 4.45...	504-3803-44607	71.20
BAKER UTILITY SUPPLY CORP.	305285/305332	11/18/2022	CIS FULL CIRCLE 4" x 7.5" - 4.74 ...	504-3803-44607	301.40
STAPLES CONTRACT & COMME...	3522789728	11/18/2022	STAPLES FILE FOLDERS 1/3 CUT ...	504-3803-44606	10.00
STAPLES CONTRACT & COMME...	3522789728	11/18/2022	BIC ROUND STIC XTRA LIFE BALL...	504-3803-44606	4.50
STAPLES CONTRACT & COMME...	3522789728	11/18/2022	HP 902 MAGENTA STANDARD I...	504-3803-44606	12.46
STAPLES CONTRACT & COMME...	3522789728	11/18/2022	BIG GEL OCITY PENS 8 PACK	504-3803-44606	5.87
STAPLES CONTRACT & COMME...	3522789728	11/18/2022	HP 902 CYAN STANDARD INK	504-3803-44606	12.46
STAPLES CONTRACT & COMME...	3522789728	11/18/2022	HP 902 YELLOW STANDARD INK	504-3803-44606	12.46
STAPLES CONTRACT & COMME...	3522789728	11/18/2022	HP 902 BLACK STANDARD INK	504-3803-44606	17.91
STAPLES CONTRACT & COMME...	3522789728	11/18/2022	PURELL ADVANCED REFRESHIN...	504-3803-44606	42.00
STAPLES CONTRACT & COMME...	3522789728	11/18/2022	HP OFFICEJET PRO 6978 AIO	504-3803-44606	101.99
STAPLES CONTRACT & COMME...	3522789728	11/18/2022	TRU RED 8.5 X11" 500 SHEET/R...	504-3803-44606	47.88
DPC INDUSTRIES, INC.	747002546-22	11/18/2022	CHLORINE USAGE FOR THE YEA...	504-3803-44607	1,490.67
AIRVAC, INC.	90268347	11/18/2022	12- AV3-E-NACCESS E'MODEL 3...	504-3803-44607	18,811.45
PETE ENGLISH	11/16/22	11/23/2022	USED DYNAPAC MODEL LT62 T...	504-3803-44613	260.00
FOXWORTH-GALBRAITH	1470851	11/23/2022	SCW OUTDOOR STAR BRZ 5# 1...	504-3803-44607	41.97
FOXWORTH-GALBRAITH	1470851	11/23/2022	WHITE FIR/SPF/HEM FIR 2" X 6"...	504-3803-44607	105.70
USA BLUEBOOK	162016	11/23/2022	NITRILE GLOVES 5MIL XLARGE	504-3803-44615	446.29
USA BLUEBOOK	162016	11/23/2022	NITRILE GLOVES 5MIL LARGE	504-3803-44615	417.50
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	504-3803-41226	125.02
RED WING SHOES OF LAS CRUC...	5466	11/23/2022	WORK BOOTS FOR KYLE SMITH	504-3803-44615	200.00
RED WING SHOES OF LAS CRUC...	5466	11/23/2022	WORK BOOTS FOR ANDREW C...	504-3803-44615	200.00
STEVE BELL CONSTRUCTION	C18294	11/23/2022	ANNUAL USE OF CRUSHER FINE...	504-3803-47415	360.00
				Fund 504 - Water Total:	**45,767.08**
Fund: 505 - Solid Waste					
NEW MEXICO GAS COMPANY, I...	103122	11/04/2022	GAS BILLS/RECYCLE CENTER FY ...	505-3904-43780	24.41
CITY UTILITIES	11/3/22	11/04/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	551.20
VILLAGE OF WILLIAMSBURG	11012022	11/04/2022	FRANCHISE TAX FY 22/23 OPEN...	505-3904-45796	1,582.51
PARADIGM SOFTWARE, LLC	14085	11/04/2022	TCNM-ESCROW AGREEMENT	505-3904-43815	350.00
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	505-3904-47420	1,027.18
CITY OF LAS CRUCES	90319	11/04/2022	SCSWA OPEN PO FY2022-2023	505-3904-45601	40,998.60
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	505-3904-41235	269.38
MIKE TORRES DBA CD TECHNO...	1003	11/09/2022	IT SERVICES AUGUST 1,2022 TO ..	505-3904-48598	903.12
IRON MAN CONSTRUCTION	11-8-22	11/09/2022	MATERIAL/LABOR/LABOR TX F...	505-3904-43403	432.25
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	571.39
SIERRA AUTO/CARQUEST	305275	11/09/2022	BTRY PLATINUM 1 EA D	505-3904-47420	219.39
SIERRA AUTO/CARQUEST	305277	11/09/2022	HYDRAULIC HOSE BULK	505-3904-47420	82.41
SIERRA AUTO/CARQUEST	305277	11/09/2022	16G-16FUX	505-3904-47420	71.76
SIERRA AUTO/CARQUEST	305277	11/09/2022	XBO CRIMPS	505-3904-47420	14.00
SIERRA AUTO/CARQUEST	305643	11/09/2022	BACK UP ALARM 107 DB	505-3904-47420	49.88
SIERRA AUTO/CARQUEST	305801	11/09/2022	RADIATOR DRAIN COCK	505-3904-47420	8.99
SILVERSKY, INC.	466915-SI	11/09/2022	EMAIL SERVICE OPEN PO FY22/...	505-3904-43815	211.94
WEX BANK	103122	11/10/2022	WEX DIESEL & GASOLINE	505-3904-43316	5,686.21
CITY UTILITIES	11-17-22	11/18/2022	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	25,195.56
BORDER RECAPPING, LLC	22-00025856-003	11/18/2022	93022029 11R225 SPREAD AXLE	505-3904-44607	1,860.00
BORDER RECAPPING, LLC	22-00025856-003	11/18/2022	93070801 RADIAL SPOT W/RET...	505-3904-44607	24.00
BORDER RECAPPING, LLC	22-00025856-003	11/18/2022	93073559 MCX 40 W/RETREAD	505-3904-44607	38.00
BORDER RECAPPING, LLC	22-00025856-003	11/18/2022	9304102 NAILHOLE W/RETREAD	505-3904-44607	27.00
BORDER RECAPPING, LLC	22-00025856-003	11/18/2022	93073551 MCX 12 W/RETREAD	505-3904-44607	10.00
BORDERLAND CONSTRUCTION, ...	5000	11/18/2022	REPAIR BLOCK WALL/LABOR+TX...	505-3904-47415	547.50
BOOT BARN	INV00208949	11/18/2022	WORK PANTS	505-3904-42620	253.74
BOOT BARN	INV00208949	11/18/2022	WORK SHIRTS	505-3904-42620	143.96
BOOT BARN	INV00208949	11/18/2022	WORK SHIRTS	505-3904-42620	80.98
LONESTAR FREIGHTLINER GRO...	X200182320.01	11/18/2022	DOSER PUMP - CORE	505-3904-47420	300.00
LONESTAR FREIGHTLINER GRO...	X200182320.01	11/18/2022	SSI, CONC, 6 BOLT HEADER	505-3904-47420	823.55
LONESTAR FREIGHTLINER GRO...	X200182320.01	11/18/2022	DOSER PUMP	505-3904-47420	1,114.52
PETE'S EQUIPMENT, INC.	0032929	11/23/2022	CHAIN GUARD ASSY RH	505-3904-44607	219.67
FOXWORTH-GALBRAITH	1464966	11/23/2022	CONCRETE MIX 80#	505-3904-44607	5.95

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FOXWORTH-GALBRAITH	1464966	11/23/2022	HEM FIR 4" X 4" X 8" STD & BTR	505-3904-44607	24.49
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	505-3904-41226	571.38
WASTEQUIP MANUFACTURING...	20INV000262644	11/23/2022	3 CY SIDE LOAD CONTAINER W...	505-3904-44613	11,522.88
AUTOZONE STORES, LLC	2529082622	11/23/2022	AZ DEF AUTOZONE DEF EXHAU...	505-3904-44607	335.76
LONESTAR FREIGHTLINER GRO...	X200183006.01	11/23/2022	WATER SUPPLY VALVE	505-3904-47420	126.48
				Fund 505 - Solid Waste Total:	**96,280.04**
Fund: 506 - WWTP					
NEW MEXICO GAS COMPANY, I...	103122	11/04/2022	GAS BILLS/VACUUM STATION FY..	506-4005-43780	26.19
CITY UTILITIES	11/3/22	11/04/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	7,696.36
HALL ENVIRONMENTAL ANALYS...	2201550,2210331,2210739	11/04/2022	SM5210B BOD	506-4005-48598	240.00
HALL ENVIRONMENTAL ANALYS...	2201550,2210331,2210739	11/04/2022	EPA MWTHOD 624 VOCS	506-4005-48598	200.00
HALL ENVIRONMENTAL ANALYS...	2201550,2210331,2210739	11/04/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	140.00
HALL ENVIRONMENTAL ANALYS...	2201550,2210331,2210739	11/04/2022	TAX ON LABOR 7.875%	506-4005-48598	79.83
HALL ENVIRONMENTAL ANALYS...	2201550,2210331,2210739	11/04/2022	EPA METHOD 625 SVOCS	506-4005-48598	450.00
COOPERATIVE EDUCATIONAL S...	24-131708	11/04/2022	ENGINEERING SERVICES SEWER...	506-4005-48598	3,699.60
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	506-4005-47420	63.10
STEVE BELL CONSTRUCTION	C18277	11/04/2022	DATE ST WORK DONE BY STEVE...	506-4005-47415	4,958.16
BARTOO SAND & GRAVEL, INC.	C51223	11/04/2022	4500 PSI PER YARD	506-4005-47415	507.50
BARTOO SAND & GRAVEL, INC.	C51223	11/04/2022	AIR PER YARD	506-4005-47415	10.50
BARTOO SAND & GRAVEL, INC.	C51223	11/04/2022	FIBER PER YARD	506-4005-47415	28.00
BARTOO SAND & GRAVEL, INC.	C51223	11/04/2022	TRUCK	506-4005-47415	30.00
BARTOO SAND & GRAVEL, INC.	C51223	11/04/2022	SHORT LOAD OF 4 YARDS OR LE...	506-4005-47415	85.00
BARTOO SAND & GRAVEL, INC.	C51223	11/04/2022	17% INFLATION CHARGE	506-4005-47415	177.14
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	506-4005-41235	153.76
MIKE TORRES DBA CD TECHNO...	1003	11/09/2022	IT SERVICES AUGUST 1,2022 TO ..	506-4005-48598	903.12
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	299.86
HALL ENVIRONMENTAL ANALYS...	2210A14,2210D02,2210A70	11/09/2022	TAX ON LABOR 7.875%	506-4005-48598	48.06
HALL ENVIRONMENTAL ANALYS...	2210A14,2210D02,2210A70	11/09/2022	EPA MWTHOD 624 VOCS	506-4005-48598	100.00
HALL ENVIRONMENTAL ANALYS...	2210A14,2210D02,2210A70	11/09/2022	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANALYS...	2210A14,2210D02,2210A70	11/09/2022	EPA METHOD 625 SVOCS	506-4005-48598	225.00
HALL ENVIRONMENTAL ANALYS...	2210A14,2210D02,2210A70	11/09/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	175.00
SILVERSKY, INC.	466915-SI	11/09/2022	EMAIL SERVICE OPEN PO FY22/...	506-4005-43815	211.94
DPC INDUSTRIES, INC.	747002476-22	11/09/2022	FUEL SURCHARGE	506-4005-44607	32.94
DPC INDUSTRIES, INC.	747002476-22	11/09/2022	CAL HYPO 3 IN TABS	506-4005-44607	549.00
VILLAGE OF WILLIAMSBURG	10312022	11/10/2022	SEWER RECEIPTS FY 22/23 OPEN..	506-4005-48798	3,280.28
CITY UTILITIES	11/17/22	11/18/2022	CITY UTILITIES CYCLE A&B/OPEN..	506-4005-43780	1,059.46
CITY UTILITIES	11-17-22	11/18/2022	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	12.00
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	506-4005-41226	298.92
HALL ENVIRONMENTAL ANALYS...	2210D79/2211560/2211159/22...	11/23/2022	EPA METHOD 625 SVOCS	506-4005-48598	450.00
HALL ENVIRONMENTAL ANALYS...	2210D79/2211560/2211159/22...	11/23/2022	SM5210B BOD	506-4005-48598	240.00
HALL ENVIRONMENTAL ANALYS...	2210D79/2211560/2211159/22...	11/23/2022	EPA MWTHOD 624 VOCS	506-4005-48598	200.00
HALL ENVIRONMENTAL ANALYS...	2210D79/2211560/2211159/22...	11/23/2022	TAX ON LABOR 7.875%	506-4005-48598	85.26
HALL ENVIRONMENTAL ANALYS...	2210D79/2211560/2211159/22...	11/23/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	210.00
HALL ENVIRONMENTAL ANALYS...	2211953	11/23/2022	FECAL COLIFORM	506-4005-48598	183.18
B & H OIL CO.	54841,54003,53688,53689,540...	11/23/2022	OPEN PO FOR DIESEL,OIL AND ...	506-4005-43316	374.98
				Fund 506 - WWTP Total:	**27,604.14**
Fund: 508 - Golf Course					
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	508-4303-41235	58.89
BARTOO SAND & GRAVEL, INC.	M40443	11/04/2022	SAND FOR # 8 GREEN GOLF CO...	508-4303-44607	406.41
BARTOO SAND & GRAVEL, INC.	M40451	11/04/2022	GOLF COURSE SAND TO FINISH ...	508-4303-44607	406.41
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	63.07
SIERRA AUTO/CARQUEST	306026	11/09/2022	OPEN PO OCT 22	508-4303-44607	71.05
B & H OIL CO.	53652	11/09/2022	BULK DIESEL	508-4303-43316	1,465.99
B & H OIL CO.	53652	11/09/2022	BULK UNLEADED	508-4303-43316	565.17
SUN VALLEY, INC.	166216,166280,166315,166343	11/10/2022	OPEN PO	508-4303-44607	305.15
CITY UTILITIES	11/17/22	11/18/2022	CITY UTILITIES CYCLE A&B/OPEN..	508-4303-43780	1,763.16
HELENA CHEMICALS	14152203	11/18/2022	ANDERSON 12-3-12 FERTILIZER	508-4303-44607	462.00
HELENA CHEMICALS	14152203	11/18/2022	SEED AND FERTILIZER FOR GOLF..	508-4303-44607	300.00
SIERRA COUNTY SENTINEL	109994	11/23/2022	ADVERTISEMENT IN SENTINEL ...	508-4303-43740	117.86
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	508-4303-41226	63.07

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
J&B CHEMICAL ASSOCIATES	984633	11/23/2022	POND SOLUTION INDIVIDUAL P...	508-4303-44607	1,066.97
				Fund 508 - Golf Course Total:	**7,115.20**
Fund: 509 - Muni Airport					
NM AIRPORT MGR'S ASSOC.	102522	11/04/2022	NM AIRPORT MANAGER ANNU...	509-4403-43770	75.00
AMAZON CAPITAL SERVICES, IN...	14GD-TQ9F-6DTN	11/04/2022	DIIG WORK BOOTS FOR CHAD ...	509-4403-42620	87.98
TECH 45 AIRPORT MANAGEME...	22-068987/22-068988	11/04/2022	CONTRACTED MANAGEMENT ...	509-4403-48598	7,586.24
INTERNAL SERVICE FUND	348847	11/04/2022	SERVICE /MAINTENANCE VEHIC...	509-4403-47420	121.50
ZIA ELECTRIC	360199	11/04/2022	LABOR	509-4403-80845	3,793.13
ZIA ELECTRIC	360199	11/04/2022	PARTS	509-4403-80845	3,500.00
STATE OF NM GENERAL SERVICE	GSD-083947	11/04/2022	UNEMPLOYMENT BILL 30-JUL-2...	509-4403-41235	51.01
REED'S TIRE CENTER	12063	11/09/2022	6" BOOT	509-4403-47420	9.85
REED'S TIRE CENTER	12063	11/09/2022	FLAT REPAIR FOR TRACTOR	509-4403-47420	45.00
NM RETIREE HEALTH CARE	186562	11/09/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	89.45
SIERRA ELECTRIC CO-OP, INC.	2154 11/02/2022	11/09/2022	OPEN PO FY22/23 SIERRA ELEC...	509-4403-43780	1,016.20
SIERRA AUTO/CARQUEST	305539	11/09/2022	COOLING SYSTEM	509-4403-47420	10.85
SIERRA AUTO/CARQUEST	305539	11/09/2022	FUEL FILTER	509-4403-47420	26.66
SIERRA AUTO/CARQUEST	305539	11/09/2022	FUEL/WATER SEPARATOR FILTER	509-4403-47420	30.13
SIERRA AUTO/CARQUEST	305539	11/09/2022	LUBE	509-4403-47420	14.00
SIERRA AUTO/CARQUEST	305606	11/09/2022	XBO LUBRICATOR	509-4403-47420	59.99
SIERRA AUTO/CARQUEST	305606	11/09/2022	O-RING GSK 72325	509-4403-47420	1.66
SIERRA AUTO/CARQUEST	305714	11/09/2022	12 V DC FUEL PUMP	509-4403-47420	446.15
SIERRA AUTO/CARQUEST	305714	11/09/2022	XBO 50 GAL FUEL TANK	509-4403-47420	399.99
SIERRA AUTO/CARQUEST	305960	11/09/2022	INLINE TURBINE METER	509-4403-47420	234.22
SIERRA AUTO/CARQUEST	306072	11/09/2022	XBO EXT CORD	509-4403-47420	12.99
BORDER INTERNATIONAL TRUC...	X400085583.01	11/18/2022	LINCOLN 1142 LEVER ACT GREA...	509-4403-47420	69.27
BORDER INTERNATIONAL TRUC...	X400085583.01	11/18/2022	RED N TACKY GREASE TUBES	509-4403-47420	151.20
NM RETIREE HEALTH CARE	205238	11/23/2022	RETIREE HEALTHCARE- PPE 202...	509-4403-41226	56.57
TALON SEPTIC & POTTY SERVICE	I169	11/23/2022	SEPTIC SYSTEM IMPROVEMENT...	509-4403-43403	7,396.59
				Fund 509 - Muni Airport Total:	**25,285.63**
Fund: 600 - Internal Serv					
O'REILLY AUTO PARTS, INC.	2162-498231	11/04/2022	INTAKE AIR SYSTEM	600-7003-47420	399.99
HENNESSY INDUSTRIES, LLC	259430	11/04/2022	SEAL-CYLINDER PKG	600-7003-47420	44.42
HENNESSY INDUSTRIES, LLC	259430	11/04/2022	SERVICE CALL	600-7003-47420	140.00
HENNESSY INDUSTRIES, LLC	259430	11/04/2022	LABOR FOR CALIBRATION	600-7003-47420	243.75
HENNESSY INDUSTRIES, LLC	259430	11/04/2022	SHOP SUPPLIES & FUEL SURCH...	600-7003-47420	20.00
BORDER INTERNATIONAL TRUC...	X400083345.01	11/04/2022	HYD FLTR, FILTER-HYDRAULIC	600-7003-44607	183.27
BORDER INTERNATIONAL TRUC...	X400083345.01	11/04/2022	AIR FLTR,AIR FILTER-FINNED M...	600-7003-44607	145.38
BORDER INTERNATIONAL TRUC...	X400083345.01	11/04/2022	AIR FILTER	600-7003-44607	133.77
BORDER INTERNATIONAL TRUC...	X400083345.01	11/04/2022	FUELFLTR,FILTER-FUEL	600-7003-44607	48.51
BORDER INTERNATIONAL TRUC...	X400083345.01	11/04/2022	L/O FLTR,FILTER-LUBE OIL	600-7003-44607	31.86
BORDER INTERNATIONAL TRUC...	X4000884657.01	11/04/2022	BAT GRP 6585 850CCA	600-7003-44607	320.32
BORDER INTERNATIONAL TRUC...	X4000884657.01	11/04/2022	BAT, GRP, BATTERY GROUP 31P...	600-7003-44607	371.02
SIERRA AUTO/CARQUEST	305220	11/09/2022	HEX NUT 5/16-18 GR5	600-7003-44607	0.21
SIERRA AUTO/CARQUEST	305220	11/09/2022	BOLT GR8 5/16-18X1	600-7003-44607	2.85
SIERRA AUTO/CARQUEST	305220	11/09/2022	BOLT GR8 5/16-24X2	600-7003-44607	2.97
SIERRA AUTO/CARQUEST	305220	11/09/2022	STUD 5/16-18X5/16-18	600-7003-44607	6.21
SIERRA AUTO/CARQUEST	305220	11/09/2022	FLAT WASHER 5/16	600-7003-44607	1.20
SIERRA AUTO/CARQUEST	305220	11/09/2022	BOLT M8 X30	600-7003-44607	1.08
SIERRA AUTO/CARQUEST	305343	11/09/2022	FUEL	600-7003-44607	40.14
SIERRA AUTO/CARQUEST	305390	11/09/2022	AIR	600-7003-44607	33.17
SIERRA AUTO/CARQUEST	305644	11/09/2022	BUTT TERMINALS	600-7003-44607	9.99
SIERRA AUTO/CARQUEST	305800	11/09/2022	FUEL FILTERS	600-7003-47420	34.30
SIERRA AUTO/CARQUEST	305802	11/09/2022	BRASS FITTING	600-7003-44607	8.11
SIERRA AUTO/CARQUEST	305802	11/09/2022	COTTER KEYS	600-7003-44607	19.99
SIERRA AUTO/CARQUEST	305802	11/09/2022	RETAINDER	600-7003-44607	2.60
SIERRA AUTO/CARQUEST	305802	11/09/2022	210640 BUSHING	600-7003-44607	3.87
SIERRA AUTO/CARQUEST	306074	11/09/2022	AIR FILTER	600-7003-44607	62.53
SIERRA AUTO/CARQUEST	306074	11/09/2022	IN LINE FUSE HOLDER	600-7003-44607	6.94
SIERRA AUTO/CARQUEST	306074	11/09/2022	ATO HD INLN FUSHLDR	600-7003-44607	6.52
SIERRA AUTO/CARQUEST	306074	11/09/2022	FUSE HOLDER MINI HD	600-7003-44607	6.52

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	306074	11/09/2022	FUEL FILTER	600-7003-44607	17.15
SIERRA AUTO/CARQUEST	306075	11/09/2022	IPR VALVE	600-7003-47420	282.90
SIERRA AUTO/CARQUEST	306075	11/09/2022	FUEL INJ O-RING KIT	600-7003-47420	16.28
SIERRA AUTO/CARQUEST	306075	11/09/2022	TURBO OIL DRAIN TUBE	600-7003-47420	27.68
SIERRA AUTO/CARQUEST	306075	11/09/2022	INT MANIFOLD GASKET	600-7003-47420	42.79
SIERRA AUTO/CARQUEST	306075	11/09/2022	DIESEL INJECTOR PRESSURE SE...	600-7003-47420	171.60
SIERRA AUTO/CARQUEST	306075	11/09/2022	REMAN DISEL INJ	600-7003-47420	305.56
SIERRA AUTO/CARQUEST	306212	11/09/2022	FUEL FILTER	600-7003-47420	53.76
SIERRA AUTO/CARQUEST	306212	11/09/2022	OIL FILTER - HD	600-7003-47420	19.43
DESERT GRAPHICS INC.	6539	11/09/2022	NUMBER "7" STICKER	600-7003-44607	40.00
DESERT GRAPHICS INC.	6539	11/09/2022	DEPT STICKER "UTILITIES"	600-7003-44607	69.00
DESERT GRAPHICS INC.	6539	11/09/2022	DEPT STICKER "GOLF COURSE"	600-7003-44607	90.00
DESERT GRAPHICS INC.	6539	11/09/2022	DEPT STICKER "SANITATION"	600-7003-44607	130.00
DESERT GRAPHICS INC.	6539	11/09/2022	CITY LOGO DECALS	600-7003-44607	580.00
DESERT GRAPHICS INC.	6539	11/09/2022	DEPT STICKER "AIRPORT"	600-7003-44607	100.00
BORDER INTERNATIONAL TRUC...	X400084916.01	11/09/2022	TUBE FOR STEERING	600-7003-47420	79.79
BORDER INTERNATIONAL TRUC...	X400084916.01	11/09/2022	PLUNGER-GEAR FOR STEERING	600-7003-47420	47.06
BORDER INTERNATIONAL TRUC...	X400084916.01	11/09/2022	BUSHING FOR STEERING	600-7003-47420	11.04
WEX BANK	84806975	11/10/2022	GAS & OIL FY 2022-2023 (OPEN)	600-7003-43316	299.03
JOSE LUIS SIMENTAL SR	2215	11/18/2022	OBDII MODULE F	600-7003-80845	456.70
JOSE LUIS SIMENTAL SR	2215	11/18/2022	MAX TPMS 2.0 D	600-7003-80845	808.45
JOSE LUIS SIMENTAL SR	2215	11/18/2022	MDMAX4 CARLINE	600-7003-80845	9,449.95
DESERT GRAPHICS INC.	6545	11/23/2022	DEPT STICKERS "ANIMAL SHELT...	600-7003-44607	114.00
				Fund 600 - Internal Serv Total:	**15,543.66**
				Grand Total:	**855,219.62**

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	167,597.07
201 - Corrections	2,083.00
209 - Fire	5,147.25
211 - Law Enforce Prot	6,677.61
214 - Lodgers Tax	13,375.67
216 - Muni Street	2,903.73
294 - State Library	310.19
295 - Muni Pool	1,195.35
296 - PD GRT	2,900.95
306 - CI Jt Uti	11,590.00
403 - Pledge State	39,420.65
501 - Cemetary	155.27
502 - Util Office - Pool	3,310.75
503 - Electric	380,956.38
504 - Water	45,767.08
505 - Solid Waste	96,280.04
506 - WWTP	27,604.14
508 - Golf Course	7,115.20
509 - Muni Airport	25,285.63
600 - Internal Serv	15,543.66
Grand Total:	**855,219.62**

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	9,177.21
101-1001-41226	RETIREE INSURANCE	298.90
101-1001-41235	UNEMPLOYMENT INS-OFF...	70.98
101-1001-43740	PRINTING/PUBLISHING	194.67
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-41235	UNEMPLOYMENT INSUR...	8,658.00
101-1002-48598	PROFESSIONAL SERVICES	92.23
101-1003-41226	RETIREE INSURANCE	447.82
101-1003-41235	UNEMPLOYMENT INSUR...	105.47
101-1003-44606	OFFICE SUPPLIES	298.39
101-1004-41226	RETIREE INSURANCE	502.93
101-1004-41235	UNEMPLOYMENT INSUR...	161.70
101-1004-43740	PRINTING/PUBLISHING	888.20
101-1004-44606	OFFICE SUPPLIES	977.23
101-1004-48599	OTHER CONTRACTUAL SE...	436.30
101-1006-41226	RETIREE INSURANCE	241.34
101-1006-41235	UNEMPLOYMENT INS-CO...	56.67
101-1006-42620	UNIFORMS LINEN-CODE ...	59.97
101-1006-42720	EMPLOYEE TRAINING-CO...	115.00
101-1006-43770	SUBSCRIPTION & DUES	150.00
101-1006-44606	OFFICE SUPPLIES	358.10
101-1006-44607	FIELD SUPPLIES	448.25
101-1006-47420	MAINTENANCE VEH/EQUI...	894.49
101-1006-48598	PROFESSIONAL SERVICES	3,452.34
101-1007-41226	RETIREE INSURANCE	1,554.49
101-1007-41235	UNEMPLOYMENT INSUR...	455.68
101-1007-43316	GAS & OIL	4,660.86
101-1007-43775	TELEPHONE	354.45
101-1007-43815	SOFTWARE	11,929.00
101-1008-41226	RETIREE INSURANCE	226.22
101-1008-41235	UNEMPLOYMENT INS-CO...	53.10
101-1008-43316	GAS & OIL	1,098.19
101-1008-43775	TELEPHONE	123.27

Account Summary

Account Number	Account Name	Payment Amount
101-1008-44607	FIELD SUPP-CODE ENF/AN...	471.90
101-1008-47420	MAINTENANCE VEH/EQUI...	1.86
101-1009-41226	RETIREE INSURANCE	249.02
101-1009-41235	UNEMPLOYMENT INS-M...	73.25
101-1009-43403	REGULAR BUILDING MAI...	516.69
101-1009-43770	SUBSCRIPTION & DUES	450.00
101-1009-44607	FIELD SUPPLIES-MUNI RE...	979.98
101-1009-44613	NON-CAPITAL ITEMS	444.47
101-1009-47415	MAINTENANCE--REPAIRS ...	15,449.00
101-1009-47420	MAINTENANCE VEHICLE/...	1,133.59
101-1010-41226	RETIREE INSURANCE	193.48
101-1010-41235	UNEMPLOYMENT INS	45.42
101-1010-44606	OFFICE SUPPLIES	49.65
101-1010-48598	PROFESSIONAL SERVICES	24,566.90
101-1011-41226	RETIREE INSURANCE	463.29
101-1011-41235	UNEMPLOYMENT INS-STE...	182.38
101-1012-41226	RETIREE INSURANCE	174.52
101-1012-41235	UNEMPLOYMENT INSUR...	57.27
101-1012-43403	REGULAR BUILDING MAI...	18,649.71
101-1012-44606	OFFICE SUPPLIES	19.80
101-1012-47420	MAINTENANCE-VEHICLE/...	105.82
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-41235	UNEMPLOYMENT INS	36.29
101-1013-43316	GAS & OIL	72.18
101-1014-41226	RETIREE INSURANCE	415.34
101-1014-41235	UNEMPLOYMENT INSUR...	97.50
101-1014-43316	GAS & OIL	593.74
101-1014-43403	REGULAR BUILDING MAI...	2,980.31
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,771.52
101-1014-47410	MAINTENANCE CONTRAC...	6,137.50
101-1014-47420	MAINTENANCE-VEHICLE/...	2.34
101-1016-41226	RETIREE INSURANCE	404.55
101-1016-41235	UNEMPLOYMENT INSUR...	74.10
101-1017-48599	OTHER CONTRACTUAL SE...	29,913.75
101-1018-43780	UTILITIES	10,696.07
101-1018-43815	SOFTWARE LIC/SOFTWAR...	211.95
101-1018-48598	PROFESSIONAL SERVICES	903.14
101-1099-34348	RENT OF PUBLIC FACILITIES	225.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	103.00
201-1903-48710	CARE OF PRISONERS-COR...	1,980.00
209-1603-43775	TELEPHONE	54.19
209-1603-43780	UTILITIES	742.46
209-1603-47415	MAINTENANCE--REPAIRS ...	942.86
209-1603-47420	MAINTENANCE VEHICLE/...	3,407.74
211-2003-42535	EMPLOYEE TRAINING	105.00
211-2003-44573	UNIFORM & EQUIPMENT	801.00
211-2003-44607	FIELD SUPPLIES	885.50
211-2003-47420	MAINTENANCE-VEHICLE/...	4,886.11
214-2503-47406	PROMOTIONAL/ADVERTIS...	5,825.19
214-2540-48598	OTHER PROFESSIONAL SE...	955.04
214-2540-60725	GRANTS TO SUB-RECIPIE...	926.90
214-2560-60725	GRANTS TO SUB-RECIPIE...	5,668.54
216-4503-43316	GAS & OIL	2,178.90
216-4503-47420	MAINT.VEHICLE/FURN/E...	724.83
294-5003-60834	STATE LIBRARY GRANT-ST...	310.19
295-4803-41226	RETIREE INSURANCE	146.36
295-4803-41235	UNEMPLOYMENT INSUR...	54.63
295-4803-43780	UTILITIES-MUNI POOL	867.20

Account Summary

Account Number	Account Name	Payment Amount
295-4803-44607	FIELD SUPPLIES-MUNI PO...	127.16
296-2403-44613	NON-CAPITAL ITEMS	986.95
296-2403-44615	SAFETY EQUIPMENT	1,914.00
306-6103-48598	PROFESSIONAL SERVICES	11,590.00
403-1203-12918	CWPA PPRF-2613 TORC 18..	690.58
403-1203-12919	CWPA PPRF-2737 TORC 19..	7,598.76
403-1203-12967	PPRF-4967 OPERATING	7,150.63
403-1203-90905	DEBT SERVICE PRINCIPAL-...	8,336.00
403-1203-90910	DEBT SERVICE INTEREST	15,644.68
501-1803-43780	UTILITIES	155.27
502-3601-41226	RETIREE INSURANCE	525.50
502-3601-41235	UNEMPLOYMENT INSUR...	138.15
502-3601-43465	RENT OF EQUIPMENT	73.63
502-3601-43740	PRINTING/PUBLISHING	1,458.35
502-3601-43780	UTILITIES	321.70
502-3601-44606	OFFICE SUPPLIES	773.42
502-3601-47420	MAINTENANCE-VEHICLE/...	20.00
503-3702-41226	RETIREE INSURANCE	800.70
503-3702-41235	UNEMPLOYMENT INSUR...	213.83
503-3702-42620	UNIFORM/LINEN-ELECTRI...	30.00
503-3702-43316	GAS & OIL	63.28
503-3702-43775	TELEPHONE	51.96
503-3702-43780	UTILITIES	5,732.04
503-3702-43815	SOFTWARE LIC/SOFTWAR...	211.95
503-3702-44607	FIELD SUPPLIES	2,789.77
503-3702-44615	SAFETY EQUIPMENT	758.34
503-3702-45796	FRANCHISE TAX-ELECTRIC...	4,859.02
503-3702-47415	MAINTENANCE--REPAIRS ...	84,003.63
503-3702-47420	MAINTENANCE-VEHICLE/...	3,368.96
503-3702-48598	PROFESSIONAL SERVICES	6,023.12
503-3702-50795	WHOLESALE POWER COS...	272,049.78
504-3803-41226	RETIREE INSURANCE	258.07
504-3803-41235	UNEMPLOYMENT INSUR...	99.92
504-3803-42720	EMPLOYEE TRAINING-WA...	60.00
504-3803-43465	RENT OF EQUIPMENT	50.00
504-3803-43780	UTILITIES	9,662.13
504-3803-43797	WATER CONSERVATION-...	1,234.20
504-3803-43815	SOFTWARE LIC/SOFTWAR...	569.17
504-3803-44606	OFFICE SUPPLIES	267.53
504-3803-44607	FIELD SUPPLIES-WATER D...	28,689.22
504-3803-44613	NON-CAPITAL ITEMS	260.00
504-3803-44615	SAFETY EQUIPMENT	1,632.96
504-3803-45796	FRANCHISE TAX-WATER D...	1,219.71
504-3803-47415	MAINTENANCE--REPAIRS ...	540.00
504-3803-47420	MAINTENANCE-VEHICLE/...	321.05
504-3803-48598	PROFESSIONAL SERVICES	903.12
505-3904-41226	RETIREE INSURANCE	1,142.77
505-3904-41235	UNEMPLOYMENT INSUR...	269.38
505-3904-42620	UNIFORM/LINEN-SOLID ...	478.68
505-3904-43316	GAS & OIL	5,686.21
505-3904-43403	REGULAR BUILDING MAI...	432.25
505-3904-43780	UTILITIES	575.61
505-3904-43815	SOFTWARE LIC/SOFTWAR...	561.94
505-3904-44607	FIELD SUPPLIES-SOLID WA...	2,544.87
505-3904-44613	NON-CAPITAL ITEMS	11,522.88
505-3904-45601	WASTE DISPOSAL	66,194.16
505-3904-45796	FRANCHISE TAX	1,582.51
505-3904-47415	MAINTENANCE--REPAIRS ...	547.50

Account Summary

Account Number	Account Name	Payment Amount
505-3904-47420	MAINTENANCE-VEHICLE/...	3,838.16
505-3904-48598	PROFESSIONAL SERVICES	903.12
506-4005-41226	RETIREE INSURANCE	598.78
506-4005-41235	UNEMPLOYMENT INSUR...	153.76
506-4005-43316	GAS & OIL	374.98
506-4005-43780	UTILITIES	8,794.01
506-4005-43815	SOFTWARE LIC/SOFTWAR...	211.94
506-4005-44607	FIELD SUPPLIES-WASTEW...	581.94
506-4005-47415	MAINTENANCE--REPAIRS ...	5,796.30
506-4005-47420	MAINTENANCE-VEHICLE/...	63.10
506-4005-48598	PROFESSIONAL SERVICES	7,749.05
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,280.28
508-4303-41226	RETIREE INSURANCE	126.14
508-4303-41235	UNEMPLOYMENT INSUR...	58.89
508-4303-43316	GAS & OIL	2,031.16
508-4303-43740	PRINTING/PUBLISHING	117.86
508-4303-43780	UTILITIES	1,763.16
508-4303-44607	FIELD SUPPLIES	3,017.99
509-4403-41226	RETIREE INSURANCE	146.02
509-4403-41235	UNEMPLOYMENT INSUR...	51.01
509-4403-42620	UNIFORMS-AIRPORT	87.98
509-4403-43403	REGULAR BUILDING MAI...	7,396.59
509-4403-43770	SUBSCRIPTION & DUES	75.00
509-4403-43780	UTILITIES	1,016.20
509-4403-47420	MAINTENANCE VEH/EQUI...	1,633.46
509-4403-48598	PROFESSIONAL SERVICES	7,586.24
509-4403-80845	CAPITAL IMPROVEMENTS...	7,293.13
600-7003-43316	GAS & OIL	299.03
600-7003-44607	FIELD SUPPLIES	2,589.18
600-7003-47420	MAINTENANCE-VEHICLE/...	1,940.35
600-7003-80845	CAPITAL IMPROVEMENTS...	10,715.10
	Grand Total:	**855,219.62**

Project Account Summary

Project Account Key		Payment Amount
None		855,219.62
	Grand Total:	**855,219.62**

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: G.4

SUBJECT: Take Home Vehicle Forms for Various Departments
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 6, 2022
SUBMITTED BY: Angela A. Torres
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle requests are from Chief of Police Luis Tavizon and Pool Manager Ashley Galicia.
Ashley Galicia's request is due to her assisting with locking and unlocking park facilities in the evenings and mornings. The employee assigned to this task for that day will take the City vehicle home and will also serve for on-call status.

Recommendation:

Approve take home vehicle forms.

Attachments:

- Take-home vehicle forms

-

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

-

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

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 12-14-2022

Take Home Vehicle Authorization Request

Employee: Ashley Galicia Department: Swimming Pool

Position Title: Pool Supervisor Commute Miles/Day: 3

Employee Address: 617 N. Ash St. T or C, N.M. 87901

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

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

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

☒ **Other**: explain: Assist the Parks Department as part of a rotating schedule for locking facilities during the week and locking and unlocking on the weekends

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

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

Ashley Galicia 12/01/22

Employee's *Signature* Date

O. J. Hearn ☒ Approved ◯ Denied

Department Director *Signature*

Commission ◯ **Approved** ◯ **Denied**

Amanda Forrister, Mayor *Signature* Date

Take Home Vehicle Authorization Request

Employee: Luis Tavizon Department: Police

Position Title: Chief Commute Miles/Day: 1.5

Employee Address: Golf Course Apartments Ter C, NM

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

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

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

○ **Other**: explain_____

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

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

Chief

Employee's *Signature* Date 12/6/22

Department Director *Signature* ☑ Approved ○ Denied

Commission ○ **Approved** ○ **Denied**

Amanda Forrister, Mayor *Signature* Date

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.1

MEETING DATE: December 14, 2022

SUBJECT: Resolution No. 19 22/23 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: December 14, 2022
SUBMITTED BY: Kerin Salcedo, Accounting Officer
WHO WILL PRESENT THE ITEM: City Manager Swingle

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. 19 22/23 Budget Adjustment Requests for Fiscal Year 2022-2023

Attachments:

Resolution No 19 22/23

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): **Yes**

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

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

.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐ Other: .
File Name: CC Agendas 12-14-2022

RESOLUTION NO. 19 22/23

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

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

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

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

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

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

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

PASSED, ADOPTED and **APPROVED** this **14th day of December, 2022**.

_____
Amanda Forrister, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2022-23 12/14/2022
DFA Resolution Number: 19 22/23
BAR NUMBER 5

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	WW Reserve	317-9203-49930	Transfer Out	Expense	$ -	$ 102,163.00	$ -	$ 102,163	Transfer ending cash balance from reserve to operating account to cover expenses.
1	WWTP	506-4005-39935	Transfer In	Revenue	$ -	$ 102,163.00		$ 102,163	Transfer ending cash balance from reserve to operating account to cover expenses.
1	WWTP	506-4005-47415	Maint. Repairs Grounds& Roadways	Expense	$ 10,000	$ 102,163.00		$ 112,163	Budgeting cash transfer In
2	R&R Airport	312-7024-32375	Other State Grants	Revenue	$ -	$ 1,000,000.00		$ 1,000,000	Fuel Farm Upgrades & Mitigate Airfield Safety Issues (TCS-22-01)
2	R&R Airport	312-7024-47415	Maint Repair Grounds & Roadways	Expense	$ -	$ 1,000,000.00		$ 1,000,000	Fuel Farm Upgrades & Mitigate Airfield Safety Issues (TCS-22-01)
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	

ATTEST:

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

Amanda Forrister, Mayor **(Date)**

WASTE WATER ANNUAL CASH REQUIREMENTS

		2022-23	
SUPPORT OF OTHER FUNDS			
(101) General Fund	Administrative Fees (Varies by Year)	$ 250,000	
(502) Joint Utility Office	Administrative Fees (Varies by Year)	$ 82,000	
			$ 332,000
ANNUAL CITY CODE REQUIREMENTS			
To (315) Capital Improvement Reserve (for City use) Per City Code 14-35 b (see below) #1		$ 24,901	
To (316) Emergency Repair Fund (For all utilities to use) Per City Code 14-35 c (see below) #2		$ 3,125	
To (317) Waste Water Repair Reserves (Strictly for Waste Water Per City Code 14-35 d (see below) #3		$ 19,368	
			$ 47,394
TRANSFER PER J.COLE			
(216) Streets	Street Repair, Hot and Cold Mix	$ 15,000	
			$ 15,000
SUBTOTAL CASH REQUIREMENTS FROM THE WASTE WATER DEPARTMENT BEFORE DEBT			$ 394,394
CURRENT ANNUAL DEBT PAYMENTS			$ 78,525
ANNUAL DEBT SERVICE RESERVE REQUIREMENTS FOR USDA		Put in savings annually	$ 7,798
ANNUAL SHORT LIVED ASSET RESERVE FOR USDA (May have to reduce to $20,000 per year)		Put in savings or CD	$ 40,000
TOTAL ANNUAL CASH REQUIREMENT FROM THE WASTE WATER DEPARTMENT (Before operating costs)			$ 520,717
FUTURE CASH REQUIRMENTS FOR DEBT IN ADDITION TO THAT ABOVE			
	NMED CWSRF-098 Vacuum Sewer Rehab		$ 18,635
TOTAL FUTURE ANNUAL CASH REQUIREMENTS FOR THE WASTE WATER DEPARTMENT			$ 539,352

DEBT INFORMATION
CURRENT DEBT & PAYMENTS

Loan Number	Original Amount	Purpose of Loan	Paid Off	Current Principal Balance	Principal & Interest Payment	Debt Service Reserve 10% of Loan Payment for 10 years	Short Lived Asset Reserve (SLAR) Suggested Amount (#4)	SLAR Requirement from USDA (#4)
T or C 24 NMFA CIP-3171	$ 75,000.00	Water System Improvements	6/1/2034	$ 46,153	$ 3,846			
T or C 27 NMFA CIF-3364	$ 75,000.00	Design & Construction Phase 2A	6/1/2035	$ 50,262	$ 3,867			
USDA CPAP-Bond	$ 910,000.00	Joint Utility System	6/1/2056	$ 819,000	$ 34,787	$ 4,098	$ 40,000	$ 197,832
USDA 92-12	$ 715,000.00	WWTP Phase 2B Bond	9/5/2059	$ 675,901	$ 24,253	$ 2,445		
USDA 92-19	$ 315,000.00	WWTP Phase 2B Bond	9/5/2059	$ 299,458	$ 11,772	$ 1,255		
				$ 1,890,774	$ 78,525	$ 7,798	$ 40,000	

FUTURE DEBT & PAYMENTS

			Estimated	
NMED CWSRF-098 Vacuum Sewer Rehab	In Progress	$ 373,000	$ 18,635	

7/1/2021 CASH NEEDED TO MEET PRIOR & CURRENT YEARS RESERVE REQUIREMENTS

Debt Service Reserve Requirement Current and Prior Years		Collect Until	Total Requirement in 10 Years	Debt Service Reserve 10% of Loan Payment for 10 years	Short Lived Asset Reserve (SLAR) Suggested Amount (#4)	SLAR Requirement from USDA (#4)
6/1/2016 - 6/30/2023	Debt Service-USDA Loan 9 ($910,000) Prior & Current Years (7 x 4097.80)	6/30/2026	$ 40,978	28,685		
7/1/19 - 6/30/23	Debt Service USDA Loan $715,000 Prior & Current Years (4 years x 2,445)	6/30/2029	$ 24,450	9,780		
7/1/19 - 6/30/23	Debt Service USDA Loan $315,000 Prior & Current Years (4 years x $1,255)	6/30/2029	$ 12,550	5,020		
Debt Service Reserve Requirement to Catch Up				43,485		
Short Lived Asset Reserve Prior Years						
6/1/2016-6/30/2022	Short Lived Asset Reserve Prior Years suggested at $40,000 per year x 7 years USDA Requires $197,832 annually x 7 years				$ 280,000	$ 1,384,824
				$ 43,485		
				$ 280,000		
TOTAL CASH NEEDED TO MEET PRIOR & CURRENT YEAR RESERVE REQUIREMENTS				$ 323,485		

Waste Water Available Cash Funds			
317-9203-10138	Waste Water Repair Reserves (Savings)	$	173,813
311-8103-11119	CD Investment R&R Sewer	$	146,597
317-9203-11119	CD Investment Waster Water Repair Reserves	$	105,238
		$	425,647
	Less Total Cash Needed Above	$	(323,485)
We have enough cash in the funds listed above to cover up until 7/1/2023	Excess	$	102,163

Can use this now w/d from savings

Section 14-35 Rules and Regulations of the City Manager

#1 City Code 14-35-b	The City Manager shall include within each year's budget provision for providing a capital improvement account within the Joint Utility Fund. The portion of the Joint Utility Fund revenues that shall be set aside for this account shall be two and one-quarter percent of the revenues generated by each of the revenue generating utility departments. The funds in this account are to be used for Utility System Capital Improvement projects as approved by the City Commission. These reserve funds shall be collected and set aside in addition to any other reserve fund or bond requirements of the Joint Utility Fund. Internal Note: Funds are transferred from 503 Electric, 504 Water, 505 Sanitation and 506 Waste Water
#2 City Code 14-35-c	The City Manager shall include within each year's budget provisions for providing an Emergency Repair Account within the Joint Utility Fund. A total of $12,500 per year is to be set aside for this account. Each revenue generating utility department will generate their share of the yearly $12,500 to be set aside in their yearly revenues. This fund should be kept in an interest bearing account and when the amount reaches the amount of $1,000,000 and funds in excess of $1,000,000 may be transferred to the Joint Utility Capital Improvement Fund by direction of the City Commission. The funds held in this reserve account are only to be used when an emergency repair condition occurs on one of the City's Utility Systems. These reserve funds shall be collected and set aside in addition to any other reserve fund or bond requirements of the joint Utility Fund. Internal Note: Funds are transferred from 503 Electric, 504 Water, 505 Sanitation and 506 Waste Water
#3 City Code 14-35-d	The City Manager shall include within each year's budget provision of providing a Wastewater Treatment Plant Repair and Replacement Account as required by the grant funding obtained for the construction of the existing Wastewater Treatment Plant. The funds that shall be set aside for this are to be one and three-quarters percent of the revenues generated by the Wastewater Department of the City. The use of these funds shall be restricted to repair and replacement projects at the Wastewater Treatment Plant as approved by the City Commission. These reserve funds shall be collected and set aside in addition to any other reserve fund or bond requirements of the Joint Utility Fund. Internal Note: Funds are transferred from 506 Waste Water
#4 Old Language on Prior USDA Loans (This was on Waste Water)	In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. You must deposit $197,832 annually ($16,486 monthly) until the total replacement cost of $2,263,500 is reached and maintain this balance for the life of the loan to pay for repairs and/or replacement of major system assets.
New Language on Future USDA Loans (Water) Note: You might be able to apply this language to the old loans.	In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the preliminary engineering report, you must deposit $XX into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. NEW LANGUAGE: It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount to meet those needs.

TASK ORDER NO. ONE (1)
PROFESSIONAL SERVICES AGREEMENT

DELTA AIRPORT CONSULTANTS, INC.

PROJECT:	Rehabilitate Terminal Apron
AIRPORT:	Truth or Consequences Municipal Airport
DELTA PROJECT NO.:	22073
DATE OF ISSUANCE:	December 9, 2022
ATTACHMENTS:	1) Scope of Services 2) Estimated Plan Sheets
METHOD OF PAYMENT:	Design thru Bidding - Lump Sum
LUMP SUM SUBTOTAL:	$ 289,000
NMGRT @ 7.75%:	$ 22,400
TASK ORDER TOTAL:	$ 311,400

PROJECT DESCRIPTION:

- Rehabilitation of Terminal Apron
- Relocation of Self Serve Fuel System
- Design and Bidding Services
- DBE Program Update

The original Agreement for Professional Services between the City of Truth or Consequences (OWNER) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at the Truth or Consequences Municipal Airport dated August 10, 2022, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.

ACCEPTED:	**APPROVED:**
Digitally signed by Douglas E Sander Date: 2022.12.09 09:28:40 -05'00'	
by:	by:
Douglas E. Sander, P.E. Vice President Delta Airport Consultants, Inc. 7804 Pan American Freeway NE, Suite 4 Albuquerque, NM 87109	Amanda Forrister Mayor City of Truth or Consequences 505 Sims Street Truth or Consequences, NM 87901

ATTACHMENT 1
SCOPE OF SERVICES

DELTA AIRPORT CONSULTANTS, INC.

Rehabilitate Terminal Apron
Truth or Consequences Municipal Airport
Delta Project No. 22073

December 9, 2022

PHASE	DETAILED TASKS
CONSTRUCTION DOCUMENTS (CD)	Scope of Services and Contract
	Scoping Coordination / Meeting
	Grant Applications and Funding Assistance
	Cat-Ex Preparation and Coordination with FAA & NMDOT-AD
	Final Geometrics
	Final Grading
	Final Pavement Design
	Final Erosion & Sediment Control
	Final Electrical & Lighting Control
	Final Phasing Plan
	Final CSPP Document and FAA Form 7460
	Final Estimates
	Owner Coordination
	FAA / State Coordination and Documentation
	Project Correspondence
	Coordinate Subconsultants
	Final Design Report
	Design Meetings / Site Visits (2)
	Final Specifications
	Quality Control and Design Review
	Review Comment Responses
	Bid Package Splits
	Print, Seal, & Coordinate Signature Sets
	Reimbursement Requests
BIDDING (BD)	Bid Preparation, Advertisement, Distribution
	Pre-Bid Meeting
	Bidder Questions, Answers, & Addenda
	Bid Opening
	Bid Tabulation
	Coordinate Award

ITEMS NOT INCLUDED IN SCOPE:
- Construction Phase Services
- Stormwater Permitting
- ALP Update
- Additional Utility Service or Coordination

ATTACHMENT 2
ESTIMATED PLAN SHEETS

DELTA AIRPORT CONSULTANTS, INC.

Rehabilitate Terminal Apron
Truth or Consequences Municipal Airport
Delta Project No. 22073

December 9, 2022

		Base Scope	Construction Documents
DISCIPLINE	SHEET DESCRIPTION	# OF SHEETS	SHEETS INCLUDED
GENERAL	Cover Sheet	1	●
	Summary of Quantities	1	●
	General Layout	1	●
	General Notes	1	●
PHASING	Phasing Layout	1	●
	Phasing Notes and Details	1	●
CIVIL	Demolition, Milling, Repair Layout	2	●
	Geometric Layout	2	●
	Grading & Drainage	2	●
	Erosion & Sediment Control Layout	2	●
	Erosion & Sediment Control Notes	1	●
	Erosion & Sediment Control Details	1	●
	Pavement Details	1	●
	Marking Layout	2	●
	Marking Details	1	●
	Miscellaneous Details	1	●
ELECTRICAL	Lighting, Utility, & Misc. Electrical Layout (By Subconsultant)	1	●
	Lighting, Utility, & Misc. Electrical Details (By Subconsultant)	1	●
FUEL FARM	Fuel Farm Layout (By Subconsultant)	1	●
	Fuel Farm Details (By Subconsultant)	1	●
	GRAND TOTAL	25	

DocuSign Envelope ID: 7DE5E97A-A329-4E5D-9F28-E540EED65BB3

A-1330
Updated:04/2019
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: May 10, 2022

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

The Sponsor must print and mail (3) three copies all with original signatures to:

NMDOT - AVIATION DIVISION
3501 ACCESS RD. C
ALBUQUERQUE, NM 87106

Participation: STATE ONLY

Funding Breakdown: 100

Contract No. AVA1433

Project No. TCS-22-01

Vendor No. 0000054340

Expiration Date 6/1/2024

Purchase Order No: 0000360677

DocuSign Envelope ID: 7DE5E97A-A329-4E5D-9F28-E540EED65BB3

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 as of the date of the last party to sign on the signature page 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:

FUEL FARM UPGRADES AND MITIGATE AIRFIELD SAFETY ISSUES

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
$ 1,000,000	$	$	$ 1,000,000

2. The Sponsor Shall:

a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. 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.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. 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 effective date is the date when the last party signed the Agreement on the signature page below. 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.

Name:	Daniel R. Moran
Title:	Finance & Administrative Manager
Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
Office:	(505) 244-1788 ext. 9112
Fax:	(505) 244-1790
E-mail:	dan.moran@state.nm.us

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	tburnette@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

DocuSigned by:
By: Justin Reese
79B5F2DB5F72463...
Cabinet Secretary or Designee

Date: 6/1/2022

Recommended by:

DocuSigned by:
By: Daniel R Moran
B444D454E33F4EE...
Aviation Division Director
or Designee

Date: 5/26/2022

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

DocuSigned by:
By:
C750CEC1625D488...
Assistant General Counsel

Date: 6/1/2022

SPONSOR

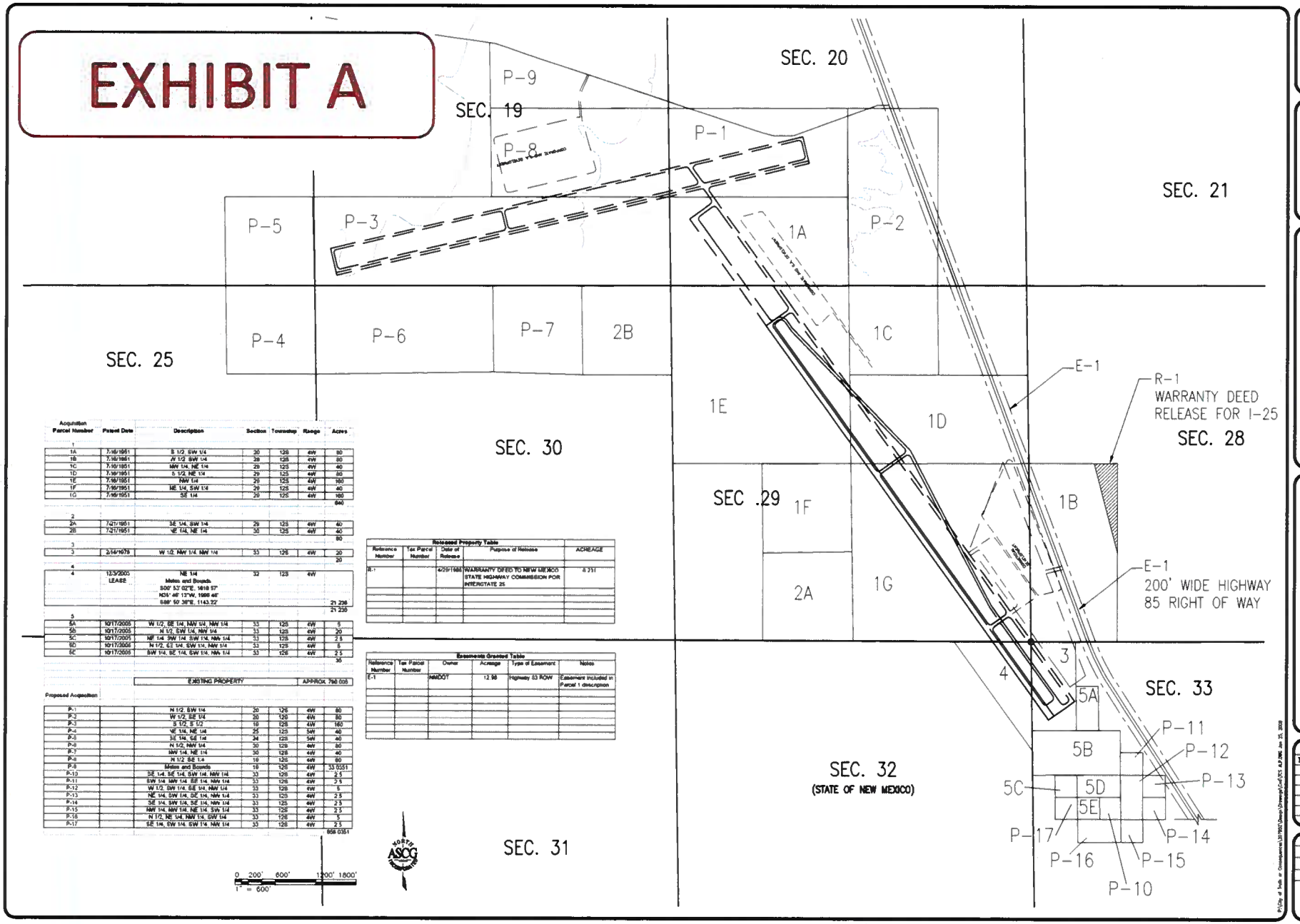
Print Name: Amanda Forrister

By:

Date: 5/25/22

Title: Mayor

EXHIBIT A



Acquisition Parcel Number	Patent Date	Description	Section	Township	Range	Acres
1						
1A	7/16/1951	S 1/2, SW 1/4	20	12S	4W	80
1B	7/16/1951	W 1/2, SW 1/4	29	12S	4W	80
1C	7/16/1951	NW 1/4, NE 1/4	29	12S	4W	40
1D	7/16/1951	S 1/2, NE 1/4	29	12S	4W	80
1E	7/16/1951	NW 1/4	29	12S	4W	160
1F	7/16/1951	NE 1/4, SW 1/4	29	12S	4W	40
1G	7/16/1951	SE 1/4	29	12S	4W	160
						640
2						
2A	7/21/1951	SE 1/4, SW 1/4	29	12S	4W	40
2B	7/21/1951	W 1/2, NE 1/4	30	12S	4W	40
						80
3						
3	2/14/1978	W 1/2 NW 1/4, NW 1/4	33	12S	4W	20
						20
4						
4	12/3/2005 LEASE	NE 1/4 Metes and Bounds: S00° 53' 02"E, 1618.57'; N35° 46' 13"W, 1666.46'; S88° 50' 38"E, 1143.22'	32	12S	4W	21.236
						21.236
5						
5A	10/17/2005	W 1/2, SE 1/4, NW 1/4, NW 1/4	33	12S	4W	5
5B	10/17/2005	N 1/2, SW 1/4, NW 1/4	33	12S	4W	20
5C	10/17/2005	NE 1/4, SW 1/4, SW 1/4, NW 1/4	33	12S	4W	2.5
5D	10/17/2005	N 1/2, E 1/2, SW 1/4, NW 1/4	33	12S	4W	5
5E	10/17/2005	SW 1/4, SE 1/4, SW 1/4, NW 1/4	33	12S	4W	2.5
						35
		EXISTING PROPERTY				APPROX. 760.008
Proposed Acquisition						
P-1		N 1/2, SW 1/4	20	12S	4W	80
P-2		W 1/2, SE 1/4	20	12S	4W	80
P-3		S 1/2, S 1/2	19	12S	4W	160
P-4		W 1/4, NE 1/4	25	12S	5W	40
P-5		SE 1/4, SE 1/4	24	12S	5W	40
P-6		N 1/2, NW 1/4	30	12S	4W	80
P-7		NW 1/4, NE 1/4	30	12S	4W	40
P-8		N 1/2, SE 1/4	19	12S	4W	80
P-9		Metes and Bounds	19	12S	4W	33.0351
P-10		SE 1/4, SE 1/4, SW 1/4, NW 1/4	33	12S	4W	2.5
P-11		SW 1/4, NW 1/4, SE 1/4, NW 1/4	33	12S	4W	2.5
P-12		W 1/2, SW 1/4, SE 1/4, NW 1/4	33	12S	4W	5
P-13		NE 1/4, SW 1/4, SE 1/4, NW 1/4	33	12S	4W	2.5
P-14		SE 1/4, SW 1/4, SE 1/4, NW 1/4	33	12S	4W	2.5
P-15		NW 1/4, NW 1/4, NE 1/4, SW 1/4	33	12S	4W	2.5
P-16		N 1/2, NE 1/4, NW 1/4, SW 1/4	33	12S	4W	5
P-17		SE 1/4, SW 1/4, SW 1/4, NW 1/4	33	12S	4W	2.5
						858.0351

Released Property Table

Reference Number	Tax Parcel Number	Date of Release	Purpose of Release	ACREAGE
R-1		4/29/1988	WARRANTY DEED TO NEW MEXICO STATE HIGHWAY COMMISSION FOR INTERSTATE 25	6.731

Easements Granted Table

Reference Number	Tax Parcel Number	Owner	Acreage	Type of Easement	Notes
E-1		NMDOT	12.98	Highway 83 ROW	Easement included in Parcel 1 description

ASCG INCORPORATED

TRUTH OR CONSEQUENCES (TCS)
MUNICIPAL AIRPORT - NEW MEXICO
EXHIBIT 'A'
PROPERTY MAP

REVISIONS

NUMBER	DATE

JOB NO: 207952
DATE: NOV 2007
DRAWN BY: MDJ/DBC
CHECKED BY: MH/DS
DRAWING NO: 3
SHEET 3 OF 3

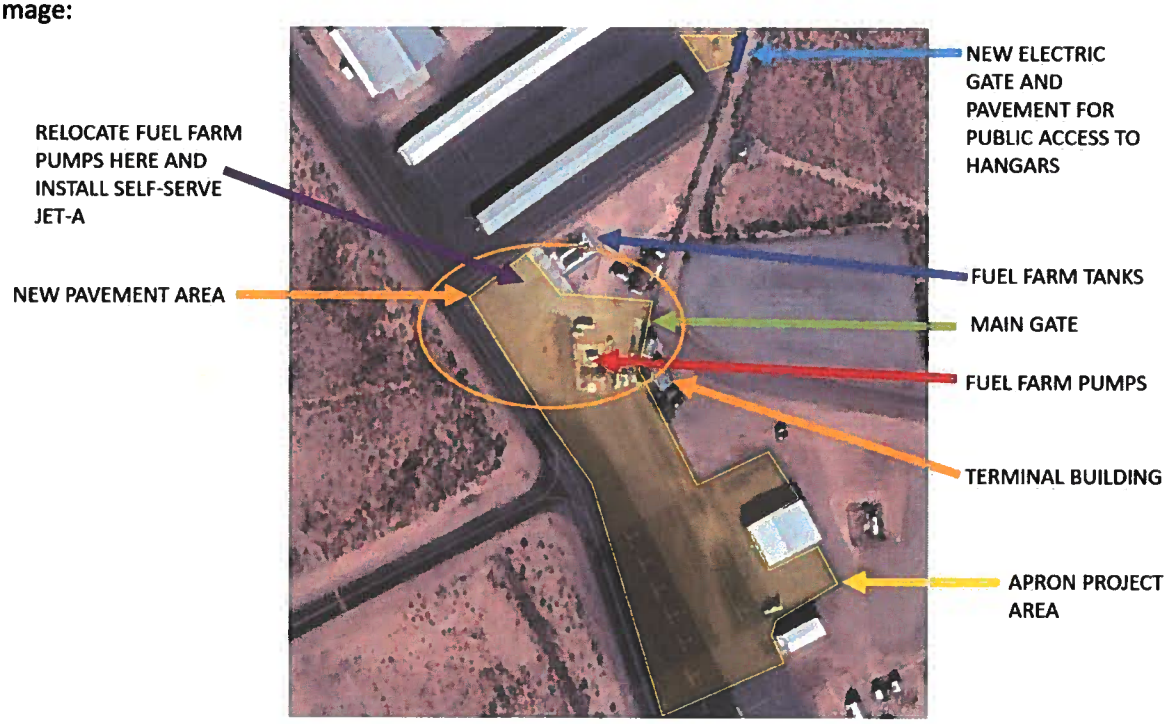
DocuSign Envelope ID: 7DE5E97A-A329-4E5D-9F28-E540EED65BB3

EXHIBIT B

Summary of the project that TCS and I are proposing for their airport.

1. Fuel Farm Pump (Kiosk) Relocation – Relocate the current pump (kiosk) closer to the fuel farm and install piping to the self-serve kiosk from the fuel farm. This also includes creating a new pump (kiosk) for Jet-A. Currently, Jet-A is pumped into aircraft and a City employee has to go out to the airport to dispense fuel in off-hours.
2. Rehabilitate the Apron – Pavement Preservation treatments to the apron which is kicking up a lot of FOD. The treatment would extend the life of the apron.
3. Install a new Electric Gate – This gate would re-route public access to the hangars and remove vehicles from the fueling area, which is an issue at this time.
4. Add two additional paved areas – One area will be where the pump (kiosk) will be relocated and the other is to the far north where a new electric gate will be installed for public access to meet the taixlanes of the hangars.

Image:



Creating the new paved area at the fuel farm pumps, after the relocation, would provide a pad for aircraft to park on while refueling and also would eliminate the millings area that is between the fuel pump and the fuel farm. These millings are regularly kicked up onto the pavement of the apron and the taxiway.

Pre-tax estimates are:
Pavement Preservation = $496,110
Fuel Farm = $167,286.00
New Gate and Pavement = Unknown

Truth or Consequences Municipal Airport
EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS
1	Pavement Preservation	$ 496,110	$ 496,110	$ -	$ -
		$ -			
2	Fuel Farm upgrades	$ 167,286	$ 167,286	$ -	$ -
		$ -			
3	New Gate	$ 105,687	$ 105,687		
		$ -			
4	New Access Road	$ 230,917	$ 230,917		
		$ -			
		$ -			
		$ -

DocuSign

Certificate Of Completion

Envelope Id: 7DE5E97AA3294E5D9F28E540EED65BB3 Status: Completed

Subject: Please DocuSign: TCS-22-01 FUEL FARM SAFETY ISSUES AND MITIGATE AIRFIELD SAFETY ISSUES_Sponsor.pdf

Source Envelope:

Document Pages: 9 Signatures: 3 Envelope Originator:

Certificate Pages: 5 Initials: 0 Dan Moran

AutoNav: Enabled 1120 Cerrillos Rd.

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Time Zone: (UTC-07:00) Mountain Time (US & Canada) dan.moran@state.nm.us

IP Address: 71.228.121.175

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5/26/2022 4:47:20 PM dan.moran@state.nm.us

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: New Mexico Department of Transportation Location: DocuSign

Signer Events	Signature	Timestamp
Daniel R Moran dan.moran@state.nm.us Aviation Grants Administrator New Mexico Department of Transportation Security Level: Email, Account Authentication (None)	DocuSigned by: Daniel R Moran B444D454E35F4EE... Signature Adoption: Pre-selected Style Signed by link sent to dan.moran@state.nm.us Using IP Address: 71.228.121.175	Sent: 5/26/2022 4:49:54 PM Viewed: 5/26/2022 4:51:09 PM Signed: 5/26/2022 4:51:19 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
John P. Newell JohnP.Newell@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	DocuSigned by: C750CEC1625D488... Signature Adoption: Uploaded Signature Image Signed by link sent to JohnP.Newell@state.nm.us Using IP Address: 164.64.74.20	Sent: 5/26/2022 4:51:21 PM Viewed: 6/1/2022 3:58:00 PM Signed: 6/1/2022 3:59:01 PM
Electronic Record and Signature Disclosure: Accepted: 3/24/2022 10:26:55 AM ID: 5ffaccc7-1a18-413c-837e-7742d33ff5ce		
Justin Reese Justin.Reese@state.nm.us Deputy Secretary New Mexico Department of Transportation Security Level: Email, Account Authentication (None)	DocuSigned by: 79B5F2DB5F72463... Signature Adoption: Pre-selected Style Signed by link sent to Justin.Reese@state.nm.us Using IP Address: 75.161.218.163	Sent: 6/1/2022 3:59:03 PM Viewed: 6/1/2022 6:51:16 PM Signed: 6/1/2022 6:51:31 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Christina Lucero Christina.Lucero3@state.nm.us Purchasing Agent - A New Mexico Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/1/2022 6:51:33 PM Viewed: 6/2/2022 9:58:14 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/26/2022 4:49:54 PM
Certified Delivered	Security Checked	6/1/2022 6:51:16 PM
Signing Complete	Security Checked	6/1/2022 6:51:31 PM
Completed	Security Checked	6/1/2022 6:51:33 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: daniel.garcia5@state.nm.us

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at daniel.garcia5@state.nm.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: H.2

SUBJECT: Resolution No. 20 22/23 Adopting fees pertaining to animal licensing and permits.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 5, 2022
SUBMITTED BY: Angela A. Torres
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:
On February 9, 2022, the Governing Body amended our City Code of Ordinances pertaining to animals in the City limits of Truth or Consequences. This Resolution is in conjunction with Animal Ordinance No. 725, and covers fees for various animal licenses and permits issued through the City.

Recommendation:
Approval of Resolution 20 22/23

Attachments:
- Resolution 20 22/23

-

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

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

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 20 22/23 Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 12-14-2022

CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 20 22/23

A RESOLUTION SETTING FEES FOR ANIMAL LICENSING AND PERMITS AS AUTHORIZED BY ORDINANCE NO. 725

WHEREAS, The City of Truth or Consequences charges various fees for Animal Licenses, Multi-Animal Permits, Kennel Permits and Dangerous Dog Licenses; and

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Truth or Consequences that the following fees shall be enacted by the City of Truth or Consequences for the issuance of various animal licenses and permits:

1. Licensing wild animals: A fee of $20.00 shall be charged for such licensing through the City.
2. Multi-Animal Site Permit and Kennel Permit: Annual fee of $100.00.
3. Animal (Cat and Dog) 1-3 year License: $5.00 (per animal) if animal is spayed/neutered.
4. Animal (Cat and Dog) 1-3 year License: $50.00 (per animal) if animal is not spayed/neutered.
5. Lost Animal License fee issued by the City: $2.00.
6. Dangerous Dog Permits: Annual fee of $100.00.

NOW THEREFORE, BE IT FURTHER RESOLVED that this Resolution repeals Resolution No. 35 12/13.

PASSED, APPROVED AND ADOPTED this 14th day of **December, 2022.**

_____

Amanda Forrister, Mayor

_____

Angela Torres, City Clerk - Treasurer

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.3

MEETING DATE: December 14, 2022

SUBJECT: Publication of Ordinance No. 742 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a new section designating the Sierra County Magistrate Court as the Court having jurisdiction over Municipal Ordinances and Repealing Sections 2-371 through 2-380
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 1, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

This is the ordinance amending/adding to the code to designate the Sierra County Magistrate Court as having jurisdiction.

Recommendation:

Approval of Publication of Ordinance No. 742

Attachments:

- Proposed Ordinance No. 742
- -

Fiscal Impact (Finance): **Yes**

This action will decrease general fund expenses by approximately $260,000 per year.

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

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 12-14-2022

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 742

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY ADDING A NEW SECTION DESIGNATING THE SIERRA COUNTY MAGISTRATE COURT AS THE COURT HAVING JURISDICTION OVER MUNICIPAL ORDINANCES AND REPEALING SECTIONS 2-371 THROUGH 2-380

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

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

The City Commission of the City of Truth or Consequences hereby makes the following findings:

1. On June 22nd,2022, the City Commission of the City of Truth or Consequences met in regular session and adopted a Resolution whereby the City Commission of the City of Truth or Consequences Hereby Expressed its Intent to Designate the Sierra County Magistrate Court as the Court having Jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances ("Resolution").

2. Pursuant to the requirements of §35-14-1, N.M.S.A. (1978), the City Commission appointed Seven (7) members to the Municipal Ordinance Jurisdiction Advisory Committee.

3. After providing due notice to the public, the aforesaid committee conducted a Public Hearing on September 26, 2022 at the City Commission Chambers.

4. At the Public Hearing, the Committee received testimony from all interested persons. A copy of the Committees Report is attached hereto as **EXHIBIT A**.

5. On October 24, 2022, the Municipal Ordinance Jurisdiction Advisory Committee met at the City Commission Chambers. A Motion was made and seconded that the Committee recommend to the City Commission that it designate the Sierra County Magistrate Court as the Court having jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances.

6. On November 7, 2022, the Report from the Municipal Ordinance Jurisdiction Advisory Committee was approved by the aforesaid Committee.

7. At its regular meeting on November 16, 2022, the City Commission adopted and accepted the Committee's recommendation.

8. After due notice to the public and proper and timely advertisement, the City Commission held a public hearing on January 11, 2023.

9. After considering all of the above, the City Commission has determined that it is in the best interests of the City to designate the Sierra County Magistrate Court as the Court having jurisdiction over Municipal Ordinances.

10. Sections 2-371 through 2-380 should be repealed. These sections pertain to the creation, administration and operation of the City of Truth or Consequences Municipal Court.

BE IT ORDAINED AS FOLLOWS:

1. The Sierra County Magistrate Court is designated as the Court having jurisdiction over Municipal Ordinances.

2. That Sections 2-371 through 2-380 of the City Code of Ordinances are hereby repealed.

3. This ordinance shall become effective upon approval from the New Mexico Supreme Court and at the expiration of the term of the Municipal Judge in office on the date of the Supreme Courts approval of this ordinance.

4. The City Commission and the City Administration shall take all necessary steps to comply with §35-14-1, et. seq. (1978).

Section two. Effective date. The provisions of this Amended Ordinance shall become effective _____ ___, 2023.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUNCES this ___day of _____ 2023.

_____

Amanda Forrister, Mayor

ATTEST:

_____

Angela A. Torres, City Clerk

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: I.1

SUBJECT: Discussion/Update- Cantrell Dam
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: December 7, 2022
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Bruce Swingle
(Glen Selover & Stephen Ingles-Garcia Wilson & Co.)

Summary/Background:

City received funding from WTB in the amount of $825,000.00 ($450,000 Grant/$300,000 Loan/$75,000 Match) for the purpose of planning, designing, environmental permitting pertaining to Cantrell Dam. Engineers have been working with staff and done site visits and are working on the preliminary draft. Purpose is to update the Commission on findings so far answer questions and receive input for any necessary changes to prepare final draft for review.

Recommendation:

None

Attachments:

- None

-

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

Click here to enter text.

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 12-14-2022

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: I.2

SUBJECT: FY23 State Grants-in-Aid to Public Library Grant Agreement
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: December 7, 2022
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

The state aid program is intended to supplement and encourage local effort in providing local library service. Amount of FY23 Grant Allocation is $15,382.08 (including shares for eligible library branch).

Recommendation:

Approve and Accept FY23 State Grants-in-Aid to Public Library Grant Agreement

Attachments:

- FY23_State_Aid_Grant_Allocation_Notification_
- FY23_Non-Tribal_Public_Library_Grant_Agreement
- Attachment_A_-_4.5.2_NMAC

-

Fiscal Impact (Finance): **Yes**

100% Grant no match required

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 12-14-2022

DocuSign Envelope ID: 395D0983-3420-4889-8D77-62F9C2F376AD

NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

FY2023 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	**Recipient Name:**	Truth or Consequences Public Library
2.	**Remit to Name and Address:**	City of Truth or Consequences, T or C Public Library 325 Library Lane T or C, NM 87901
3.	**State of NM Vendor #:**	54340
4.	**Project Title and Legal and Fiscal Data:**	State Grants-in-Aid to Public Library Statute/Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	**State Library Contact:**	Carmelita Aragon New Mexico State Library Carmelita.Aragon@state.nm.us
6.	**Source of Funding:**	*State of N.M. Legislature – General Appropriation Act of 2023*
7.	**Grant Type and Amount Received:**	Library Type Grant: Public Library Total Grant Amount: $15,382.08 *(Includes share(s) for any eligible library branches)*
8.	**Allocation Period:**	Fiscal Year 2023 ***ALL* STATE AID FUNDS MUST BE SPENT BY *JUNE 30, 2023*.**
9.	**Terms and Conditions of Allocation:**	The state aid program is intended to supplement and encourage local effort in providing local library service. A library's local budget *shall not* be reduced by its governing body because of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred. State Aid funds ***may be used*** for: 1) library collections; 2) library staff salaries; 3) library staff professional development; 4) library equipment; or 5) other operational expenditures associated with delivery of library services. Libraries must report how all FY23 state aid funds were spent in the FY23 Annual Report.
10.	**Date:**	11/21/2022

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State Grants-in-Aid to Public Libraries Agreement For FY2023

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

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

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

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

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed **Fifteen Thousand Three Hundred Eighty Two Dollars and Eight Cents (\$15,382.08**) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Expend *all* grant funds before June 30, 2023;
6. No later than August 14, 2023, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and
7. Sign and return this Agreement to NMSL ***within 60*** days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation.**

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

IV. The Laws of New Mexico shall govern this Agreement.

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

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

Recipient Signature

Signed: _____ **Date:** _____

Print Name and Title: _____ Authorized Agent of Recipient

My signature above verifies that I am an authorized agent who has authority to enter into a legal contract with the State of New Mexico.

NMSL Signature

Signed: _____ **Date:** _____

Print Name and Title: Eli Guinnee, New Mexico State Librarian, Authorized Agent of NMSL

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Attachment A

Administrative code is subject to change. Please always check for the most up-to-date version online.

STATE AID FOR PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES
CHAPTER 5 STATE LIBRARY
PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.
[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.
[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.
[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.
[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.
[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. "Annual report" means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

(1) provide information in the time, manner, and form prescribed by the state library;

(2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;

(3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and

(4) be approved by and on file at the state library.

B. "Basic library services" means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. "Bookmobile" means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. "Branch" means an auxiliary service administered by a public or developing library that provides the following public services:

(1) separate quarters from the main library;

(2) a permanent library collection and reference services;

(3) offers basic library services;

(4) staff present during open hours; and

(5) at least 20 hours of public access to physical quarters per week on an annual basis.

E. "Circulating materials" means items from library collections that are checked out by patrons for use outside of the library.

F. "Collection development policy" means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. "Community analysis and needs assessment" means an evaluation of a library's legal service area, its current and future needs, and the library's role in meeting those needs.

H. "Developing library" means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

(1) A developing library is established through one of the following mechanisms:
- (a) through an ordinance or legal resolution of a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A developing library provides the following public services:
- (a) staff present during open hours;
- (b) at least 15 hours of public access to physical quarters per week on an annual basis;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

I. "Fiscal year" means July 1 through June 30.

J. "Legal service area" means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library's legal service area.

K. "Library board" means an administrative or advisory group comprised of representative members of the library's community.

L. "Library collections" means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. "Library equipment" means equipment associated with the delivery of library services.

N. "Library staff" means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. "Matching funds" means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. "Public library" means a New Mexico organization that offers basic library services within its legal service area.

(1) A public library is established through one of the following mechanisms:
- (a) through an ordinance or legal resolution adopted by a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A public library provides the following public services:
- (a) staff dedicated to the library
- (b) year-round public access to the physical location at least 25 hours per week;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

Q. "Reference services" means the provision of library staff to answer reference questions during all the hours the library is open.

R. "Strategic plan" means a detailed program to ensure that library services meet the current and future needs of the library's legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

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A. Purpose: To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

(1) timely submission of an annual report with the state library;

(2) receipt of no more than five, consecutive, awards of developing library grants;

(3) continuous operation for at least nine months;

(4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least $0.25 per person in its first year and any non-consecutive years of developing library grant application participation; $0.50 per person in its second consecutive year; $0.75 per person in its third consecutive year; $1.00 per person in its fourth consecutive year; and $1.25 per person in its fifth consecutive year;

(5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with requirements for developing library grants;

(8) employment of a designated director;

(9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and

(10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

(1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;

(2) continuous operation for at least one year;

(3) receipt of a minimum of three consecutive developing library grants;

(4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least $1.50 per person;

(5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with all requirements for public library grants;

(8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;

(9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;

(10) employment of a designated director; and

(11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

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C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.
NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.
NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.
NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.
NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.
NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.
NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.
NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.
NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.
NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.
NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.
NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.
NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.
NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.
NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.
NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

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4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: I.3

SUBJECT: Approve and Accept the State of NM DFA Capital Appropriation Grant Agreement 22-G3024
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: December 7, 2022
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:
City has received a Capital Appropriation in the amount of $213,000.00 to construct and equip playground and park improvements in Ralph Edwards Park

Recommendation:
Approve and Accept Capital Appropriation Grant Agreement

Attachments:

- Truth or Consequences 22-G3024 Grant Agreement
-

-

Fiscal Impact (Finance): **Yes**
100% Grant no match required

Legal Review (City Attorney): **Yes**
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Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC Agendas 12-14-2022

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 52, 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;

The Grantee's total reimbursements shall not exceed Two Hundred Thirteen Thousand Dollars and Zero Cents **($213,000.00)** to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[49], if applicable, Zero Dollars and Zero Cents **($0.00)**, which equals Two Hundred Thirteen Thousand Dollars and Zero Cents **($213,000.00)** (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[50] 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

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[49] The 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.

[50] "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.

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) The 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.

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: Bruce Swingle
Title: City Manager
Address: 505 Sims, Truth or Consequences, NM, 87901
Email: BSwingle@torcnm.org
Telephone: 575-894-6681

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: Bruce Swingle
Title: City Manager
Address: 505 Sims, Truth or Consequences, NM, 87901
Email: BSwingle@torcnm.org
Telephone: 575-894-6681

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: Ariana Vigil
Title: Program Manager
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501
Email: Arianam.Vigil@dfa.nm.gov
Telephone: 505-470-7041

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, 2026,** 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)(iii). 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. Database Reporting

The Grantee shall report monthly 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 (http://cpms.dfa.state.nm.us). 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.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

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. The 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. The 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, the **City of Truth or Consequences** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **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 the **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.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Division Director

_____
Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: $ 0.00

D. Funds Requested to Date: $ 0.00

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): $ 0.00

G. Grant Balance: $ 0.00

H. ☐ GF ☐ GOB ☑ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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 (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

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: _____

Title: Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: I.4

SUBJECT: Approve and Accept the State of NM Aging and Long Term Capital Appropriation Grant Agreement A22G2017
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: December 7, 2022
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:
SJOA Ken James Senior Center has received a Capital Appropriation in the amount of $100,000.00 for the purpose of resurfacing of the parking lot. City is Fiscal Agent.

Recommendation:
Approve and Accept Capital Appropriation Grant Agreement

Attachments:
- Grant Agreement A22G2017
- Routing Slip

-

Fiscal Impact (Finance): **Yes**
Funding is received on reimbursement with 100% Grant no match required

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 12-14-2022

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into this by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", 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 5, Paragraph 15** 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A22G2017 $100,000.00 APPROPRIATION REVERSION DATE: **30-JUN-2026**

Laws of 2022, Chapter 53, Section 5, Paragraph 15, **one hundred thousand dollars, $100,000.00** the "Appropriation Amount", to plan, design, construct and improve parking areas, including repaving, for the Ken James senior center in Truth or Consequences in Sierra County.

The Grantee's total reimbursements shall not exceed one hundred thousand dollars, $100,000.00 the "Appropriation Amount" minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, which equals one hundred thousand dollars, $100,000.00.

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.

[1] The 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.

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." [OPTIONAL LANGUAGE: Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] 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[2] 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) The 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

[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.

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.

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 Consequence
Name: Crystal Walton
Title: Executive Director, Sierra Joint Office on Aging
Address: 360 W. 4th Ave.
Email: cwalton@seniorcenter-sjoa.org
Telephone: 575-894-6641

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 Consequence
Name: Traci Alvarez
Title: Assistant City Manager
Address: 401 MacAdoo St., Truth or Consequences, NM 87901
Email: talvarez@torcnm.org
Telephone: 575-952-0565

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Road Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

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, 2026,** 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)(iii). 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. Database Reporting

The Grantee shall report monthly 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 (http://cpms.dfa.state.nm.us). 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.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

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) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) 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 Works 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. The 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. The 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, the Grantee may immediately terminate this Agreement by giving Contractor written notice of such termination. The Grantee'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 the Grantee or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Grantee 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Grantee may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Grantee 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. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] 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.

CITY OF TRUTH OR CONSEQUENCES

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ (Due on the last day of the month) PROJECT TITLE:_____ PAY REQUEST NO._____

DATE: _____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date: _____

Address:_____ Preparer's Name & Phone Number: _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other (Please specify in narrative section) ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount (if applicable) _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
	Amount Requested This Payment:		

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____ _____
Grantee Fiscal Officer Signature & Printed Name Grantee Representative Signature & Printed Name (Preparer)

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

1 of 1

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

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 (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____
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: _____
Title: _____
Signature: _____
Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g., penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

ATTACHMENT A
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's most recent published audit. The Special Conditions identified below apply to the authorized agent, Grantee.

The Grantee was not required to provided sufficient documentation after reviewing the Grantee's most recent published audit file. Therefore, the criteria to enter into this agreement have been met.

[THIS SPACE LEFT BLANK INTENTIONALLY]

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)
(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** **Should be City of Truth or Consequences as they own the land**
2. **Project Title:** **Resurface parking areas of Senior Center**
   TOR C KEN JAMES SR CTR PKG LOT RPLC $100,000.00
3. **Grant Agreement Number:** **A22G2017**
4. **Background Narrative:**

The current parking lot has eroded leaving pot holes and loose gravel causing several slips and falls each year. We have also experienced minor auto accidents due to the faded lines.

5. **Work Plan:**

Remove existing asphalt/pavement, process basecourse, set grade. Lay 2 inch asphalt mat in parking lot, install striping, curb stops and signage.

6. **Budget Detail:**

Project Cost Activities *(These are only examples. Insert activities specific to the proposed project.)*	**Other Funds**	**State Funds**
Architect/Engineer		
Construction		
Renovation		$100,000.00
Improvements for Code Compliance		
AIPP (if applicable)		
Totals		$100,000.00

7. **Performance Measures:**

Increase participation by providing safer means of arriving and leaving the senior center without risking trip hazards and falls.

8. **Results Expected:**

Reduction of the number of accidents (slips, falls and minor fender benders) occurring in the parking lot putting seniors at risk of injury when visiting the senior center as well as the adjacent city library.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*	
Quotes Secured and Approved	Month 1
Equipment and Furnishings Ordered	Month 1
Meals Equipment – Purchase and Install	Month 2
Equipment - Purchase and Install	Month 3
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-3

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Crystal Walton
Title: Executive Director, Sierra Joint Office on Aging
Address: 360 W. 4th Ave.
Email: cwalton@seniorcenter-sjoa.org
Phone: 575-894-6641

Name: Traci Alvarez
Title: Assistant City Manager
Address: 401 MacAdoo St., Truth or Consequences, NM 87901
Email: talvarez@torcnm.org
Phone: 575-952-0565

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

Barbara Romero, CPB Bureau Chief, 505-365-3660 barbara.romero@altsd.nm.gove
Connie Garcia, CPB Projects Coordinator, 505-487-3730 connie.garcia@altsd.nm.gov
Elizabeth Chavez, CPB Projects Coordinator 505-365-3804 elizabeth.chavez@altsd.nm.gov

NEW MEXICO AGING & LONG-TERM SERVICES DEPARTMENT

ROUTING SLIP

Project No.: A22G2017

Project Description: City of Truth or Consequence - Resurface Parking Area

Checklist for creating & reviewing Capital Projects Bureau Grant Agreements

- [x] Scope of Work: Confirmed; scope of work conforms with Legislative intent. (INITIALS) Connie Garcia, cg
- [x] Accurate *Header* information—Grant Agreement No., Project Title, Grantee
- [x] All highlighted variable information is accurate
- [x] The *Text Formatting* is correct—paragraphs, indents, etc.
- [x] The *Citation paragraph number* is accurate - $ Amount—Project Type
- [ ] The ***Special Grant Conditions Type -*** **None** N/A cg (INITIALS)
- [ ] The ***Special Grant Conditions Type*** information is accurate and was met. N/A cg (INITIALS)
- [x] The ***Executive Order Conditions*** were met (details):
  - [x] Financial Quarterly Report UFC Form /DATE DFA/LGD (INITIALS)
  - [x] Approved Budget UFC Form /DATE DFA/LGD (INITIALS)
- [ ] The ***SBOF Conditional Release of Funds were*** met. _____/DATE _____(INITIALS)_____(DATE)

Details: _____

NAME	INITIALS	DATE REVIEWED
Capital Projects Bureau	CG	11/15/2022
CFO (Pre-Grantee Signature)	VG	11/18/22
Legal Counsel (Pre-Grantee Signature)	AM	11/18/2022

Grantee's Signature: _____ Date Sent: _____ Date Received _____

- [ ] I certify that no changes have been made since the first review (CPB's initials)_____ Date _____

Cabinet Secretary Signature: _____ Date_____

Comments by reviewer:

_____

_____

_____

_____

***Please contact the Capital Projects Bureau staff listed above if you have immediate questions or concerns. Thank you.**

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: I.5

SUBJECT: Approve and Accept the State of NM Aging and Long Term Capital Appropriation Grant Agreement A22G2018
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: December 7, 2022
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:
SJOA Ken James Senior Center has received a Capital Appropriation in the amount of $84,000.00 to purchase and equip passenger vehicles for the Ken James Senior Center. City is Fiscal Agent.

Recommendation:
Approve and Accept Capital Appropriation Grant Agreement

Attachments:
- Grant Agreement A22G2018
- Routing Slip

-

Fiscal Impact (Finance): **Yes**
Funding is received on reimbursement with 100% Grant no match required

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 12-14-2022

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into this by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", 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 5, Paragraph 16** 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A22G2018 $84,000.00 APPROPRIATION REVERSION DATE: **30-JUN-2024**

Laws of 2022, Chapter 53, Section 5, Paragraph 16, **eighty-four thousand dollars $84,000.00** the "Appropriation Amount" to purchase and equip passenger vehicles for the Ken James senior center in Truth or Consequences in Sierra County.

The Grantee's total reimbursements shall not exceed eighty-four thousand dollars $84,000.00 the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, which equals eighty-four thousand dollars $84,000.00.

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.

[1] The 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.

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." [OPTIONAL LANGUAGE: Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] 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[2] 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) The 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

[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.

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.

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 Consequence
Name: Crystal Walton
Title: Executive Director, Sierra Joint Office on Aging
Address: 360 W. 4th Ave.
Email: cwalton@seniorcenter-sjoa.org
Telephone: 575-894-6641

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 Consequence
Name: Traci Alvarez
Title: Assistant City Manager
Address: 401 MacAdoo St., Truth or Consequences, NM 87901
Email: talvarez@torcnm.org
Telephone: 575-952-0565

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Road Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

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, 2024**, 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)(iii). 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. Database Reporting

The Grantee shall report monthly 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 (http://cpms.dfa.state.nm.us). 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.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

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) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) 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 Works 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. The 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. The 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, the Grantee may immediately terminate this Agreement by giving Contractor written notice of such termination. The Grantee'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 the Grantee or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Grantee 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Grantee may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Grantee 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. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] 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.

CITY OF TRUTH OR CONSEQUENCE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ PROJECT TITLE:_____ PAY REQUEST NO._____
(Due on the last day of the month)

DATE: _____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date: _____

Address:_____ Preparer's Name & Phone Number: _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other (Please specify in narrative section) ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount (if applicable) _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
		Amount Requested This Payment:	

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____ _____
Grantee Fiscal Officer Signature & Printed Name Grantee Representative Signature & Printed Name (Preparer)

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

1 of 1

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

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 (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____
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: _____
Title: _____
Signature: _____
Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g., penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

ATTACHMENT A
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's most recent published audit. The Special Conditions identified below apply to the authorized agent, Grantee.

The Grantee was not required to provided sufficient documentation after reviewing the Grantee's most recent published audit file. Therefore, the criteria to enter into this agreement have been met.

[THIS SPACE LEFT BLANK INTENTIONALLY]

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)
(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** **City of Truth or Consequences as they will own the vehicles**
2. **Project Title:** **Resurface parking areas of Senior Center**
   TOR C SENIOR CTR VEH PRCHS $84,000.00
3. **Grant Agreement Number:** **A22G2018**
4. **Background Narrative:**

The current transportation vehicles are year 2001-2014 and more expensive repairs are being incurred with increasing frequency. Newer vehicles tend to be more fuel efficient.

5. **Work Plan:**

When the contracts are signed and finalized, we will get updated quotes to purchase to vehicles to replace two of the current vehicles. Executive Director Crystal Walton will work with the City of Truth or Consequences for the purchase orders to order the vehicles.

6. **Budget Detail:**

Project Cost Activities *(These are only examples. Insert activities specific to the proposed project.)*	**Other Funds**	**State Funds**
Vehicle Purchase		$84,000
Other Costs (specify)		
AIPP (if applicable)		
Totals		**$84,000**

7. **Performance Measures:**

After purchase order is obtained from the City or Truth or Consequences Finance Dept., order submitted and received, Executive Director will verify the vehicle is suitable to our purposes.

8. **Results Expected:**

Reduction of the number of accidents (slips, falls and minor fender benders) occurring in the parking lot putting seniors at risk of injury when visiting the senior center.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*	
Quotes Secured and Approved	Month 1
Equipment and Furnishings Ordered	Month 1
Meals Equipment – Purchase and Install	Month 2
Equipment - Purchase and Install	Month 3
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-3

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Crystal Walton
Title: Executive Director, Sierra Joint Office on Aging
Address: 360 W. 4th Ave.
Email: cwalton@seniorcenter-sjoa.org
Phone: 575-894-6641

Name: Traci Alvarez
Title: Assistant City Manager
Address: 401 MacAdoo St., Truth or Consequences, NM 87901
Email: talvarez@torcnm.org
Phone: 575-952-0565

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

Barbara Romero, CPB Bureau Chief, 505-365-3660 barbara.romero@altsd.nm.gove
Connie Garcia, CPB Projects Coordinator, 505-487-3730 connie.garcia@altsd.nm.gov
Elizabeth Chavez, CPB Projects Coordinator 505-365-3804 elizabeth.chavez@altsd.nm.gov

NEW MEXICO AGING & LONG-TERM SERVICES DEPARTMENT

ROUTING SLIP

Project No.: A22G2018

Project Description: Truth or Consequence - Vehicle Purchase

Checklist for creating & reviewing Capital Projects Bureau Grant Agreements

- [x] Scope of Work: Confirmed; scope of work conforms with Legislative intent. (INITIALS) Connie Garcia, cg
- [x] Accurate *Header* information—Grant Agreement No., Project Title, Grantee
- [x] All highlighted variable information is accurate
- [x] The *Text Formatting* is correct—paragraphs, indents, etc.
- [x] The *Citation paragraph number* is accurate - $ Amount—Project Type
- [ ] The ***Special Grant Conditions Type*** **- None** N/A cg (INITIALS)
- [ ] The ***Special Grant Conditions Type*** information is accurate and was met. N/A cg (INITIALS)
- [x] The ***Executive Order Conditions*** were met (details):
  - [x] Financial Quarterly Report UFC Form /DATE DFA/LGD (INITIALS)
  - [x] Approved Budget UFC Form /DATE DFA/LGD (INITIALS)
- [ ] The ***SBOF Conditional Release of Funds were*** met. _____/DATE _____ (INITIALS) _____ (DATE)

Details: _____

NAME	INITIALS	DATE REVIEWED
Capital Projects Bureau	CG	11/15/2022
CFO (Pre-Grantee Signature)	VG	11/18/22
Legal Counsel (Pre-Grantee Signature)	AM	11/18/2022

Grantee's Signature: _____ Date Sent: _____ Date Received _____

- [ ] I certify that no changes have been made since the first review (CPB's initials)_____ Date _____

Cabinet Secretary Signature: _____ Date_____

Comments by reviewer:

_____

_____

_____

_____

***Please contact the Capital Projects Bureau staff listed above if you have immediate questions or concerns. Thank you.**

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: I.6

SUBJECT: Approve Municipal Golf Course Residential Building Lease Agreement
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: December 7, 2022
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:
City desires to enter into a lease agreement with Police Chief Luis Tavizon for the purpose of residing in the residential building located at the T or C Municipal Golf Course.

Recommendation:
Approve Lease Agreement

Attachments:

- Lease Agreement
-

-

Fiscal Impact (Finance): **Yes**

.

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

.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 12-14-2022

CITY OF TRUTH OR CONSEQUENCES
MUNICIPAL GOLF COURSE
TENANT LEASE AGREEMENT

THIS TENANT LEASE AGREEMENT (Agreement) is made between **THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL GOLF COURSE (City), and LUIS TAVIZON (Lessee).**

WHEREAS, the parties agree as follows:

1. **Property Leased:**

In consideration of the conditions and covenants herein, Lessor leases the following described property (Premises) at the Municipal Golf Course:

> The residence building located at the Truth or Consequences, Municipal Golf Course.

2. **Term:**

This agreement shall be for a twelve (12) month term commencing on December 1, 2022 and shall expire on November 30, 2023 unless terminated sooner pursuant to Section 13, Right to Terminate, below

3. **Rent:**

Lessor and Lessee acknowledge that Lessee shall perform certain services during this Agreement's term in exchange for the fair market value of the rental fee for these Premises as consideration for this Agreement. Fair market value is currently $500.00 per month. These services shall include, but are not limited to the following:

A. When off-duty, Lessee shall be alert to any unauthorized use of the Premises and the area in the vicinity of the Premises, including the Golf Course and Pro Shop. Lessee will notify the appropriate law enforcement officials and Lessor of any acts of destruction to property, vandalism, trespass, etc., as soon as practicable.

B. When off-duty, Lessee shall provide reasonable assistance and information to individuals inquiring about the Golf Course when City Employees are not available at the Terminal Building.

4. **Use of Leased Property:**

Lessee shall use the Premises for residential purposes only for immediate family. Lessee shall not violate or tolerate or permit others to violate, federal, state, or applicable local criminal or civil laws, regulations, rules or ordinances, including Lessor's terms of this Agreement on the Premises. Any such violation shall be grounds for Lessor, in the sole exercise of its discretion, to terminate this Agreement immediately by giving written notice to Lessee at the address set forth below.

5. **Condition of Premises:**

Lessee hereby assumes any and all risks to Lessee, Lessee's family, invitees, or social guests that may result from any dangerous or unsafe conditions or the Premises.

6. **Utilities:**

Lessee shall pay for all utilities associated with the leased premises, including water, sewer, garbage service and electric.

7. **Alterations and Improvements:**

Lessee shall not make any alterations or improvements to the Premises without Lessor's prior written approval. All of Lessee's alterations and improvements made to or placed on the Premises that can be removed without undue damage to the Premises are, and shall remain, Lessee's property except as Lessor and Lessee mutually agree in writing. Lessee's alterations and improvements of a permanent nature that cannot be removed without undue damage to the Premises shall become Lessor's property, except as the parties mutually agree otherwise in writing.

8. **Condition of Premises on Termination of Lease:**

At this Agreement's termination, Lessee shall surrender the Premises in the condition in which they were at the inception of this Agreement, normal wear and tear considered, excepting alterations, improvements, or conditions made with Lessor's written approval and any change, damage, or destruction not resulting from Lessee's willful act.

9. **Right of Entry:**

Lessor or its agent has a right to enter upon the Premises to inspect, to make repairs and for other reasonable purposes, with Lessee's permission, which shall not be unreasonably withheld upon delivery of 24 hours written notice to Lessee. In an emergency, such as fire, Lessor or its agent may enter the Premises without securing Lessee's prior permission or the providing of 24 hour notice to Lessee, but shall give Lessee written notice of entry as soon thereafter as practicable.

10. **Duty to Maintain Premises:**

Lessor has the duty to maintain the Premises in a safe condition and in good repair. Lessee shall keep the lawn and landscaped areas free of trash and unnecessary clutter and water the grass and shrubs as necessary to maintain the health and vigor of these plants. Lessee shall mow and trim these areas on a regular basis to maintain a neat, kept appearance as Lessor defines. Lessee shall be allowed no more than two (2) pets. Lessor must approve any additional other pets in writing. When outside, pets must be on a leash or within the fenced yard. Pets do not include domestic livestock, which are not allowed.

11. Right to Assign or Sublease:

Lessee has no right to assign or sublease the rights to the Premises or any part of them pursuant to this Agreement to any other individual or entity.

12. Duty to Insure:

During the term of this Agreement and any extension thereof, Lessee shall provide insurance coverage for liability arising from Lessee's, Lessee's family or guest activities on the Premises and for Lessee's personal property on the Premises. Lessee releases and discharges Lessor from any and all claims, damages and causes of action arising out of any damage to or destruction of Lessee's property or injuries occurring on the Premises. At Lessor's request, Lessee shall provide Lessor with a copy of that insurance coverage. Lessee shall notify Lessor Ten (10) days before cancellation of such coverage.

13. Right to Terminate:

Either Lessor or Lessee may declare this Agreement terminated for any reason or no reason at any time. Notice of Termination shall be in writing to the other party. Lessee shall surrender the Premises within Thirty (30) days of receipt of Notice of Termination.

14. Succession:

The parties acknowledge that this Agreement is personal to Lessee; and Lessee' heirs, executors, administrators, personal representatives, assigns and successors shall have no interest to the Premises or to the rights pursuant to this Agreement.

15. Amendments:

This Agreement shall not be altered or amended except by an instrument in writing executed by the parties.

16. Contact Information:

Any notice provided for or concerning this Agreement shall be in writing and shall be sufficiently given when sent by certified or registered mail to the parties respective addresses, or at such other addresses as each party may provide to the other in writing. Lessor Contact: Bruce Swingle, City Manager, City of Truth or Consequences, 505 Sims Street, Truth or Consequences, New Mexico 87901, Telephone 575-894-6673. Lessee Contact: Luis Tavizon, 1480 Solana Rd SW, Deming, NM 88030. Telephone 575-538-1090.

17. Applicable Law:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LESSOR:

By: _____ **Date:** _____
Bruce Swingle, City Manager

LESSEE:

By: _____ **Date:** 11/29/2022
Luis Tavizon, Police Chief,
Truth or Consequences Police Dept.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: I.7

SUBJECT: Approval of MOU between the Village of Williamsburg and the City of T or C for Animal Control and Shelter Services.
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 7, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: City Manager, Bruce Swingle

Summary/Background:

JPA between the Village and the City for Animal Control services and Animal Shelter services

Recommendation:

Approval of MOU

Attachments:

- MOU
- Cost Sheets

Fiscal Impact (Finance): **Yes**

See attached.

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

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 12-14-2022

MEMORANDUM OF UNDERSTANDING (MOU)
by and between Village of Williamsburg and the City of Truth or Consequences Regarding Provision of Animal Control Services and Animal Shelter Services

This Memorandum of Understanding (MOU) is made and entered into effective December 16, 2022, by and between Village of Williamsburg ("Village"), a New Mexico Municipal Corporation, and the City of Truth or Consequences ("City"), a New Mexico Municipal Corporation, for the purposes and consideration hereinafter set forth.

RECITALS

WHEREAS, the Village has a contiguous boundary with the City; and

WHEREAS, the Village desires to engage the services of the City for the provision of 1) Animal Control Services and 2) Animal Shelter Services to the Village, and the City desires to provide such services to the Village, on the terms and conditions hereafter stated.

NOW THEREFORE, for and in consideration of the premises, and the mutual agreements of the parties hereinafter set forth, the Village and the City agree as follows:

1.0 AUTHORITY TO ENTER INTO A MOU.

1.1 The Village certifies that it has the authority to enter into this MOU. By majority vote of the Board of Trustees of the Village at its December 15, 2022, Regular Trustee Meeting, the Mayor is authorized to execute this MOU.

1.2 The City certifies that it has the authority to enter into this MOU. By majority vote of the City Commission of the City at its December 14, 2022, Regular Commission Meeting, the Mayor is authorized to execute this MOU.

2.0 INTENT OF THE PARTIES.

The intent of the parties to this MOU is to enter into an agreement under which the City agrees to fully assume the management, operations, patrols, animal control and animal shelter powers under the direction and guidance of the City and the Trustees of the Village in accordance with applicable provisions of the New Mexico State Laws and Regulations, and other applicable state and federal laws. In general, the City agrees to perform the required professional services and to be fully compensated therefore by a yearly base fee established herein, unless this MOU specifically provides for a payment by the Village above and beyond the base fee. Although many specific obligations are delineated in this MOU, this delineation is not intended to be a

limitation, and the City is expected to perform all Service activities and undertakings reasonably necessary safety and welfare of the Citizens of the Village.

3.0 **TERM.**

3.1 General. Unless this MOU is sooner terminated as hereinafter provided, the City shall manage, operate, and perform 1) Animal Control Services and 2) Animal Shelter Services to the Village during the period of time set forth herein. Upon termination of this MOU, for any reason, The City shall be recognized as the owner of all assets and equipment purchased through this Agreement.

3.2 Initial Term. The Initial Term of this MOU shall be for a period of Three (3) years, beginning on the date of execution of this MOU. Each fiscal year, the parties shall review the agreement. No specific action is required to continue the agreement; however, the individual parties may indicate by a majority vote of its Governing Body an intent to not extend this agreement. The parties recognize that the Village is a political subdivision of the State of New Mexico governed by the annual budget requirements of state statutes, and that, therefore, the MOU is subject to annual appropriations. The Board of Trustees of the Village hereby represents that it has the present intent to make the annual appropriations necessary to fund this MOU.

4.0 **COMPENSATION.**

4.1 As compensation for services specified in Section 5.0 hereof to be rendered by the City under this MOU ("Basic Services") based on population, the City shall receive a yearly fee of $18,851. This amount shall be paid as follows:

A. Monthly payments of $1,470.92.

or

4.1 As compensation for services specified in Section 5.0 hereof to be rendered by the City under this MOU ("Basic Services"), the City shall receive $22,970 for the first year. Each subsequent annual fee will be based on percentage of usage. This amount shall be paid as follows:

A. Monthly payments of $1,914.17 for the first year. Subsequent year's will be paid at 1/12 per month of the annual percentage of usage fee.

5.0 **BASIC DUTIES AND RESPONSIBILITIES OF THE CITY.**

The following Service Agreement shall be provided to the Village by the City for the compensation set forth in paragraph 4.0 of this MOU:

1. The City will provide Animal Control Services and Animal Shelter Services in the same manner as the City has provided them in the past. The ACO will issue citations for animal ordinance violators.

2. Respond to resident inquiries, complaints and concerns in a professional, courteous and timely manner. Use best efforts to promote good relations with the Village's customers and residents.

3. Respond to any routine inquiries or routine reporting requirements of any governmental authority, The Village's trustees or attorneys in a prompt, professional manner, if the law provides authority of such.

4. City shall, at its sole expense, provide all personnel, vehicles, tools, equipment and machinery, transportation, testing and other facilities reasonably necessary for the proper performance of such Animal Control Services and Animal Shelter Services.

5. Maintain all records and files in accordance with state and federal law, and assure that these records and files are accessible to anyone during normal business hours in accordance with the New Mexico Public Information Act.

6. The City's Animal Shelter may take ownership of animals brought in from Williamsburg after 72 hours.

6.0 OBLIGATIONS OF THE VILLAGE.

The Village shall be solely responsible for enforcement of all non-police (Code Enforcement and other Civil matters) related Village Codes, state laws, and federal mandates.

7.0 INSURANCE.

Both entities are Municipal Corporations belonging to the New Mexico Municipal League's Self Insurer's Fund. Each Party shall continue to provide the same level of insurance that it currently provides.

8.0 VEHICLES AND EQUIPMENT.

The City agrees to furnish all vehicles and equipment and necessary for animal services. vehicles will bear markings identifying them as vehicles belonging to The City.

9.0 TERMINATION.

9.1 Termination.

Either party hereto shall have the right to terminate this MOU upon thirty (30) days notice to the other party. Not withstanding, any other provision of this MOU, the right of termination set forth in this Section may be exercised at the sole discretion of either party with or without cause.

10.0 CHANGE IN SCOPE ADJUSTMENT.

If any significant changes in the scope of the operation of the Service Agreement which are the subject of this agreement occur, including changes in the governmental regulatory compliance regulations which increase

the City' costs, the City shall be entitled to negotiate additional compensation. Such additional compensation will be negotiated by the parties within thirty (30) days after the change. If no negotiated agreement is achieved within thirty (30) days of the change, the City may exercise its right to terminate the agreement.

11.0 INDEMNITY.

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.

12.0 FORCE MAJEURE.

The City shall not be deemed to be in default if performance of the obligations required by this MOU is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, flood, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, or any other cause beyond the control of the parties. Upon occurrence of such an event, the City shall provide Police Protection Services on a best effort basis (at no additional cost to the City). If any additional expense is incurred by the City in such operation, that expense shall be deemed to be an Extraordinary Cost, for which the City will submit an invoice to the Village for reimbursement.

13.0 REASONABLE DILIGENCE.

The City agrees to use reasonable knowledgeable and diligence in the provision of Animal Services, but the City shall not be liable for any direct or indirect loss, injury or damage resulting from diminution or interruption of service within the Village unless such diminution or interruption of service results from the willful misconduct or negligence of the City, its agents, subcontractors, or employees.

14.0 COMPLIANCE WITH STATE LAW.

Should any provision of this MOU be determined to be in conflict with the laws of the State, the parties agree to amend such provision to ensure compliance with the laws of the State.

15.0 ASSIGNMENT.

Neither the Village nor the City may assign this MOU or any portion thereof without receiving the prior written consent of the other party.

16.0 NOTICES.

All notices allowed or required to be given hereunder must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this MOU. Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation provided for in this MOU shall commence with the date that the party actually receives such written notice, and the date of

postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt.

17.0 **DISPUTES.**

The parties agree that if any dispute arises between them relating to this MOU, that they will utilize their best efforts to resolve the issue prior to the commencement of any legal proceedings.

18.0 **AMENDMENTS.**

No subsequent alteration, amendment, change, deletion or addition to this MOU shall be binding upon the Village or the City unless made in writing and signed by both the City and the Village.

19.0 **VENUE, APPLICABLE LAW.**

This MOU shall be construed under and in accordance with the laws of the State of New Mexico. All of the obligations contained in this MOU are performable in the Village, New Mexico, except those laboratory procedures, booking, investigations, or other work that may be performed in the City or elsewhere.

20.0 **TITLES.**

The titles of the Articles, Sections, Subsections, Paragraphs, or Subparagraphs of the MOU are intended strictly for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of the MOU itself.

21.0 **SEVERANCE.**

Should any provision of this MOU be held to be void, voidable, or for any reason whatsoever, of no force and effect, such provision shall be construed as severable from the remainder of this MOU and shall not affect the validity of all other provisions of this MOU which shall remain in full force and effect.

22.0 **ENTIRE AGREEMENT.**

This MOU contains the entire agreement between the parties. Any oral representation of modification concerning this MOU shall be of no force excepting a subsequent amendment in writing signed by the party to be charged.

23.0 **FAILURE TO ENFORCE.**

The failure on the part of either party to enforce its rights as to any provision of this MOU shall not be construed as a waiver of its rights to enforce such provision in the future.

VILLAGE OF WILLIAMSBURG

WITNESS OUR HANDS AND SEALS THIS 15th DAY OF December, 2022.

Deb Stubblefield, Mayor
Village of Williamsburg

ATTEST:

Amanda Cardona, Village Clerk
Village of Williamsburg

CITY OF TRUTH OR CONSEQUENCES

WITNESS OUR HANDS AND SEALS THIS 14th DAY OF December, 2022.

_____
Amanda Forrister, Mayor
City of Truth or Consequences

ATTEST:

_____
Angela Torres, City Clerk/Treasurer
City of Truth or Consequences

The State of New Mexico Department of Finance and Administration approves this Agreement:

STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Cabinet Secretary **Date**

Cost of Animal Control & Shelter Services by Percentage of Service Use

TOTAL ANIMAL SERVICES

1,411- Animals Received at Shelter
18,925- Animal Days in Shelter
3,099- Animal Control Calls

T or C FY 21/22

881- Animals Received at Shelter
13,332- Animal Days in Shelter
2,670- Animal Control Calls

CEB FY 21/22

127- Animals Received at Shelter
1,471- Animal Days in Shelter
66- Animal Control Calls

VWB FY 21/22

73- Animals Received at Shelter
702- Animal Days in Shelter
186- Animal Control Calls

County FY 21/22

330- Animals Received at Shelter
3,420- Animal Days in Shelter
177- Animal Control Calls

	FY22			
Animal Control Budget FY 22	202,093			
		AC Calls	**% of Calls**	**Cost Based on %**
T or C		2,670	86.2%	**174,204**
CEB		66	2.1%	**4,244**
VWB		186	6.0%	**12,126**
Sierra County		177	5.7%	**11,519**
Total AC Calls		**3,099**		**202,093**

Animal Shelter Budget FY 22	208,554			
		Animals in Shelter	**% of Animals**	**Cost Based on %**
T or C		881	62.4%	**130,137**
CEB		127	9.0%	**18,769**
VWB		73	5.2%	**10,844**
Sierra County		330	23.9%	**49,844**
Total Animals in Shelter		**1,411**		**209,594**

Cost to Each Agency

Total Cost to T or C for Animal Services	74.1%	**304,341**
Total Cost to CEB for Animal Services	5.6%	**23,013**
Total Cost to VWB for Animal Services	5.6%	**22,970**
Total Cost to County for Animal Services	15.0%	**61,363**

Cost of Animal Control & Shelter Services by Population

TOTAL ANIMAL SERVICES

1,411- Animals Received at Shelter
18,925- Animal Days in Shelter
3,099- Animal Control Calls

T or C FY 21/22

881- Animals Received Shelter
13,332- Animal Days in Shelter
2,670- Animal Control Calls

CEB FY 21/22

127- Animals Received at Shelter
1,471- Animal Days in Shelter
66- Animal Control Calls

VWB FY 21/22

73- Animals Received at Shelter
702- Animal Days in Shelter
186- Animal Control Calls

County FY 21/22

330- Animals Received at Shelter
3,420- Animal Days in Shelter
177- Animal Control Calls

	FY22	
Animal Control Budget	**202,093**	
T or C Population	6,052	52%
City of Elephant Butte Population	1,447	13%
Village of Williamsburg	462	4%
Sierra County	3,617	31%
Total Population	11,578	
Cost of AC per Resident	17.45	
Cost times T or C Population	105,607	52%
Cost times CEB Population	25,250	13%
Cost times VWB Population	8,061	4%
Cost times County Population	63,116	31%

	FY22	
Animal Shelter Budget	**208,554**	
T or C Animals Received	881	
CEB Animals Received	127	
VWB Animals Received	73	
County Animals Received	330	
Total Animals Received	1411	
Total Cost per Animal	147.81	

Cost times T or C Animals Received	130,220	62%
Cost times CEB Animals Received	18,771	9%
Cost times VWB Animals Received	10,790	5%
Cost times County Animals Received	48,777	23%

Total Cost of Animal Services	410,647

Cost to Each Agency

Total Cost to T or C for Animal Services	**$235,827**	57%
Total Cost to CEB for Animal Services	**$44,021**	11%
Total Cost to VWB for Animal Services	**$18,851**	5%
Total Cost to County for Animal Services	**$111,893**	27%

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: I.8

MEETING DATE: December 14, 2022

SUBJECT: Agreement between the City of Truth or Consequences ("City") and Sierra Vista Hospital for Medical Services.
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 1, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

An agreement between the City of Truth or Consequences and Sierra Vista Hospital for medical services for detainees.

Recommendation:

Approval of agreement

Attachments:

- Agreement
- -

Fiscal Impact (Finance): **Yes**

Click here to enter text.

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

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 12-14-2022

AGREEMENT FOR MEDICAL SERVICES

THIS AGREEMENT is made and entered into as of the date of the last signature hereto ("Effective Date"), by and between the **City of Truth or Consequences** ("City") and **Sierra Vista Hospital** ("Hospital" or "SVH"), hereinafter collectively referred to as "the Parties." This agreement will be effective for two years from the Effective Date.

I. Definitions

A. "Actual Billed Charges" means the amount the Hospital would charge for a service based on its standard chargemaster.

B. "Detainee" is any individual in the custody of the City of Truth or Consequences Police Department when he/she arrives at the Hospital for Medical Services.

C. "Emergency Medical Treatment" is any acute medical condition requiring emergency medical care.

D. "Medical Clearance Examination" is a clearance examination from a licensed medical practitioner whereby the purpose is to determine whether a particular person has any medical issue or problem that would preclude such person from being incarcerated.

E. "Medical Services" are those services provided by the Hospital to Detainees pursuant to this Agreement.

F. "Pre-Existing Condition" means any chronic medical condition affecting the Detainee before coming into the custody of the City Police Department.

II. Scope of and Payment for Medical Services

A. Medical Clearance Examinations and Lab Screenings.

1. At the time the City takes the detainee to the hospital, the City will inform the registration desk that the detainee is there for a medical clearance or any other testing that the City deems necessary.
2. The City will complete whatever paperwork is necessary for medical clearance or other required testing.
3. The Hospital will bill the City, and the City will pay the Hospital, for Medical Clearance Examinations, at the discounted rate of 50% of Actual Billed Charges.
4. If the City requires any blood test or other test for suspected alcohol or drugs, then the City will be responsible for that bill at the rates listed in Attachment 1 to this Agreement.

B. Emergent Medical Care.

1. In the event the Hospital provides a Detainee with Emergency Medical Services for an acute medical condition arising before the Detainee came into the custody of the City Police Department, the Hospital will bill the Detainee and/or his/her health insurance carrier, or the County indigent fund as appropriate, and the City will not be responsible for payment of such Medical Services.
2. In the event the Hospital provides a Detainee with Emergency Medical Services for an acute medical condition arising after coming into the custody of the City Police Department, the Hospital will first bill the Detainee and/or his/her health insurance carrier, or the County indigent fund as appropriate. In the event that the Detainee has no insurance, cannot pay, and it is not appropriate to bill the County indigent fund, the City Police Department shall pay for the care in accordance with paragraph II.D below.

C. Treatment of Pre-Existing Conditions

1. In the event the Hospital provides a Detainee with Medical Services for a Pre-Existing Condition, the Hospital will first bill the Detainee and/or his/her health insurance carrier, or the County indigent fund as appropriate. In the event that the Detainee has no insurance, cannot pay, and it is not appropriate to bill the County indigent fund, the City Police Department shall pay for the care in accordance with paragraph II.D below.

D. Other Medical Services.

1. If a detainee is injured as a result of the arrest, then that bill will be paid by the City at the discounted rate of 50% of Actual Billed Charges.
2. Any other Medical Services provided by the Hospital to any Detainee will be paid by the City at the discounted rate of 65% of Actual Billed Charges.

E. Timely Billing and Payment.

1. The Hospital will bill the City or appropriate party for Medical Services as provided in this Agreement within 45 days of providing such Medical Services.
2. The City will pay all bills from the Hospital, in full, within 30 days of receipt.
3. The City agrees to inform the Hospital within 20 days of receipt of an invoice from the Hospital if there is a disputed charge. Charges not disputed in that time period are presumed valid and must be paid by the City. If the City disputes a charge, the Parties agree to work in good faith toward a timely and fair resolution.

III. Termination

A. This Agreement may be terminated without cause by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify

obligations already incurred for performance or failure to perform prior to the date of termination.

IV. Miscellaneous Provisions

A. Status of Hospital. The Hospital and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Hospital and its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefits from the City of Truth or Consequences.

B. Assignment. The Hospital shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

C. Release. The Hospital's acceptance of final payment of the amount due under this agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. This release does not apply to any past charges or services, or pending disputes regarding the same between the Parties.

D. Confidentiality. Any confidential information provided to or developed by the Hospital in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Hospital without the prior written approval of the City.

E. Amendment. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto.

F. Merger. This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties of their agents shall be valid or enforceable unless embodied in this Agreement.

G. Applicable Law. The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Seventh Judicial District Court in Sierra County.

H. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage repaid as follows:

To the City:	To the Hospital:
City Manager	Chief Executive Officer
505 Sims Street	800 E. 9th Street
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date listed below.

City of Truth or Consequences	**Sierra Vista Hospital**
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: I.9

SUBJECT: Approval of Purchase Requisitions Over $20,000
DEPARTMENT: Finance
DATE SUBMITTED: December 2, 2022
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

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

Recommendation:

Approval Recommended by Finance Director

Attachments:

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

Fiscal Impact (Finance): **Yes**

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): 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 12-14-2022

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

COMMISSION MEETING 11-16-22

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
88918	CONSOR ENGINEERS, LLC	INSPECTION/CLEANING WATER TANKS	Pete English	Water	$ 38,900.00	
89012	DELTA AIRPORT CONSULTANTS, INC	ENGINEERING SERVICES PERTAINING TO THE GRANT AGREEMENT RECEIVED FROM NMDOT	Traci Alvarez	Community Development	$ 311,400.00	
					$ 350,300.00	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Amanda Forrister, Mayor Date

TASK ORDER NO. ONE (1)
PROFESSIONAL SERVICES AGREEMENT

DELTA AIRPORT CONSULTANTS, INC.

PROJECT:	Rehabilitate Terminal Apron
AIRPORT:	Truth or Consequences Municipal Airport
DELTA PROJECT NO.:	22073
DATE OF ISSUANCE:	December 9, 2022
ATTACHMENTS:	1) Scope of Services 2) Estimated Plan Sheets
METHOD OF PAYMENT:	Design thru Bidding - Lump Sum
LUMP SUM SUBTOTAL:	$ 289,000
NMGRT @ 7.75%:	$ 22,400
TASK ORDER TOTAL:	$ 311,400

PROJECT DESCRIPTION:

- Rehabilitation of Terminal Apron
- Relocation of Self Serve Fuel System
- Design and Bidding Services
- DBE Program Update

The original Agreement for Professional Services between the City of Truth or Consequences (OWNER) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at the Truth or Consequences Municipal Airport dated August 10, 2022, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.

ACCEPTED:	**APPROVED:**
Digitally signed by Douglas E Sander Date: 2022.12.09 09:28:40 -05'00'	
by:	by:
Douglas E. Sander, P.E. Vice President Delta Airport Consultants, Inc. 7804 Pan American Freeway NE, Suite 4 Albuquerque, NM 87109	Amanda Forrister Mayor City of Truth or Consequences 505 Sims Street Truth or Consequences, NM 87901

ATTACHMENT 1
SCOPE OF SERVICES

DELTA AIRPORT CONSULTANTS, INC.

Rehabilitate Terminal Apron
Truth or Consequences Municipal Airport
Delta Project No. 22073

December 9, 2022

PHASE	DETAILED TASKS
CONSTRUCTION DOCUMENTS (CD)	Scope of Services and Contract
	Scoping Coordination / Meeting
	Grant Applications and Funding Assistance
	Cat-Ex Preparation and Coordination with FAA & NMDOT-AD
	Final Geometrics
	Final Grading
	Final Pavement Design
	Final Erosion & Sediment Control
	Final Electrical & Lighting Control
	Final Phasing Plan
	Final CSPP Document and FAA Form 7460
	Final Estimates
	Owner Coordination
	FAA / State Coordination and Documentation
	Project Correspondence
	Coordinate Subconsultants
	Final Design Report
	Design Meetings / Site Visits (2)
	Final Specifications
	Quality Control and Design Review
	Review Comment Responses
	Bid Package Splits
	Print, Seal, & Coordinate Signature Sets
	Reimbursement Requests
BIDDING (BD)	Bid Preparation, Advertisement, Distribution
	Pre-Bid Meeting
	Bidder Questions, Answers, & Addenda
	Bid Opening
	Bid Tabulation
	Coordinate Award

ITEMS NOT INCLUDED IN SCOPE:
- Construction Phase Services
- Stormwater Permitting
- ALP Update
- Additional Utility Service or Coordination

ATTACHMENT 2
ESTIMATED PLAN SHEETS

DELTA AIRPORT CONSULTANTS, INC.

Rehabilitate Terminal Apron
Truth or Consequences Municipal Airport
Delta Project No. 22073

December 9, 2022

		Base Scope	Construction Documents
DISCIPLINE	SHEET DESCRIPTION	# OF SHEETS	SHEETS INCLUDED
GENERAL	Cover Sheet	1	●
	Summary of Quantities	1	●
	General Layout	1	●
	General Notes	1	●
PHASING	Phasing Layout	1	●
	Phasing Notes and Details	1	●
CIVIL	Demolition, Milling, Repair Layout	2	●
	Geometric Layout	2	●
	Grading & Drainage	2	●
	Erosion & Sediment Control Layout	2	●
	Erosion & Sediment Control Notes	1	●
	Erosion & Sediment Control Details	1	●
	Pavement Details	1	●
	Marking Layout	2	●
	Marking Details	1	●
	Miscellaneous Details	1	●
ELECTRICAL	Lighting, Utility, & Misc. Electrical Layout (By Subconsultant)	1	●
	Lighting, Utility, & Misc. Electrical Details (By Subconsultant)	1	●
FUEL FARM	Fuel Farm Layout (By Subconsultant)	1	●
	Fuel Farm Details (By Subconsultant)	1	●
	GRAND TOTAL	25	

TASK ORDER NO. ONE (1)
PROFESSIONAL SERVICES AGREEMENT

DELTA AIRPORT CONSULTANTS, INC.

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ACCEPTED:	**APPROVED:**
Digitally signed by Douglas E Sander Date: 2022.12.09 09:28:40 -05'00'	
by:	by:
Douglas E. Sander, P.E. Vice President Delta Airport Consultants, Inc. 7804 Pan American Freeway NE, Suite 4 Albuquerque, NM 87109	Amanda Forrister Mayor City of Truth or Consequences 505 Sims Street Truth or Consequences, NM 87901

ATTACHMENT 1
SCOPE OF SERVICES

DELTA AIRPORT CONSULTANTS, INC.

Rehabilitate Terminal Apron
Truth or Consequences Municipal Airport
Delta Project No. 22073

December 9, 2022

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	Final Geometrics
	Final Grading
	Final Pavement Design
	Final Erosion & Sediment Control
	Final Electrical & Lighting Control
	Final Phasing Plan
	Final CSPP Document and FAA Form 7460
	Final Estimates
	Owner Coordination
	FAA / State Coordination and Documentation
	Project Correspondence
	Coordinate Subconsultants
	Final Design Report
	Design Meetings / Site Visits (2)
	Final Specifications
	Quality Control and Design Review
	Review Comment Responses
	Bid Package Splits
	Print, Seal, & Coordinate Signature Sets
	Reimbursement Requests
BIDDING (BD)	Bid Preparation, Advertisement, Distribution
	Pre-Bid Meeting
	Bidder Questions, Answers, & Addenda
	Bid Opening
	Bid Tabulation
	Coordinate Award

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- Stormwater Permitting
- ALP Update
- Additional Utility Service or Coordination

ATTACHMENT 2
ESTIMATED PLAN SHEETS

DELTA AIRPORT CONSULTANTS, INC.

Rehabilitate Terminal Apron
Truth or Consequences Municipal Airport
Delta Project No. 22073

December 9, 2022

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	General Notes	1	•
PHASING	Phasing Layout	1	•
	Phasing Notes and Details	1	•
CIVIL	Demolition, Milling, Repair Layout	2	•
	Geometric Layout	2	•
	Grading & Drainage	2	•
	Erosion & Sediment Control Layout	2	•
	Erosion & Sediment Control Notes	1	•
	Erosion & Sediment Control Details	1	•
	Pavement Details	1	•
	Marking Layout	2	•
	Marking Details	1	•
	Miscellaneous Details	1	•
ELECTRICAL	Lighting, Utility, & Misc. Electrical Layout (By Subconsultant)	1	•
	Lighting, Utility, & Misc. Electrical Details (By Subconsultant)	1	•
FUEL FARM	Fuel Farm Layout (By Subconsultant)	1	•
	Fuel Farm Details (By Subconsultant)	1	•
	GRAND TOTAL	25	

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A-1330
Updated:04/2019
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: May 10, 2022

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

The Sponsor must print and mail (3) three copies all with original signatures to:

NMDOT - AVIATION DIVISION
3501 ACCESS RD. C
ALBUQUERQUE, NM 87106

Participation: STATE ONLY

Funding Breakdown: 100

Contract No. AVA1433

Project No. TCS-22-01

Vendor No. 0000054340

Expiration Date 6/1/2024

Purchase Order No: 0000360677

DocuSign Envelope ID: 7DE5E97A-A329-4E5D-9F28-E540EED65BB3

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 as of the date of the last party to sign on the signature page 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:

FUEL FARM UPGRADES AND MITIGATE AIRFIELD SAFETY ISSUES

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
$ 1,000,000	$	$	$ 1,000,000

2. The Sponsor Shall:

a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. 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.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. 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 effective date is the date when the last party signed the Agreement on the signature page below. 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.

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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.

Name:	Daniel R. Moran
Title:	Finance & Administrative Manager
Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
Office:	(505) 244-1788 ext. 9112
Fax:	(505) 244-1790
E-mail:	dan.moran@state.nm.us

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	tburnette@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

DocuSigned by:
By: Justin Reese
79B5F2DB5F72463...
Cabinet Secretary or Designee

Date: 6/1/2022

Recommended by:

DocuSigned by:
By: Daniel R Moran
B444D454E33F4EE...
Aviation Division Director
or Designee

Date: 5/26/2022

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

DocuSigned by:
By:
C750CEC1625D488...
Assistant General Counsel

Date: 6/1/2022

SPONSOR

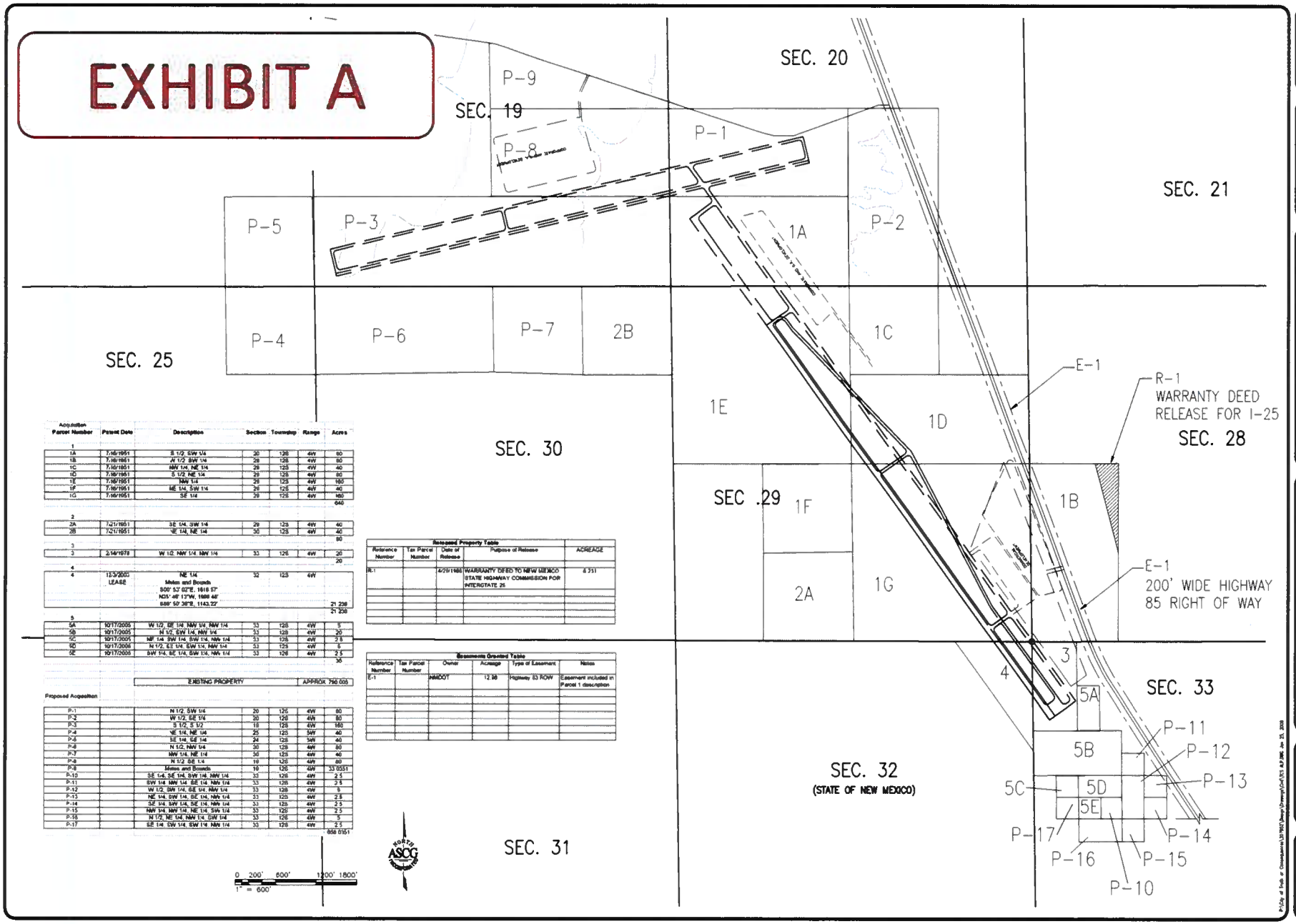
Print Name: Amanda Forrister

By:

Date: 5/25/22

Title: Mayor

EXHIBIT A



Acquisition Parcel Number	Patent Date	Description	Section	Township	Range	Acres
1						
1A	7/16/1951	S 1/2, SW 1/4	20	12S	4W	80
1B	7/16/1951	W 1/2, SW 1/4	28	12S	4W	80
1C	7/16/1951	NW 1/4, NE 1/4	28	12S	4W	40
1D	7/16/1951	S 1/2, NE 1/4	29	12S	4W	80
1E	7/16/1951	NW 1/4	29	12S	4W	160
1F	7/16/1951	NE 1/4, SW 1/4	29	12S	4W	40
1G	7/16/1951	SE 1/4	29	12S	4W	160
						640
2						
2A	7/21/1951	SE 1/4, SW 1/4	29	12S	4W	40
2B	7/21/1951	NE 1/4, NE 1/4	30	12S	4W	40
						80
3						
3	2/14/1978	W 1/2, NW 1/4, NW 1/4	33	12S	4W	20
						20
4						
4	12/3/2003 LEASE	NE 1/4 Metes and Bounds S00° 53' 02"E, 1616.57' N35° 46' 13"W, 1689.46' S88° 50' 36"E, 1143.22'	32	12S	4W	21.239
						21.239
5						
5A	10/17/2005	W 1/2, SE 1/4, NW 1/4, NW 1/4	33	12S	4W	5
5B	10/17/2005	N 1/2, SW 1/4, NW 1/4	33	12S	4W	20
5C	10/17/2005	NE 1/4, SW 1/4, SW 1/4, NW 1/4	33	12S	4W	2.5
5D	10/17/2005	N 1/2, SE 1/4, SW 1/4, NW 1/4	33	12S	4W	5
5E	10/17/2005	SW 1/4, SE 1/4, SW 1/4, NW 1/4	33	12S	4W	2.5
						35
		EXISTING PROPERTY				APPROX. 750.000
Proposed Acquisition						
P-1		N 1/2, SW 1/4	20	12S	4W	80
P-2		W 1/2, SE 1/4	20	12S	4W	80
P-3		S 1/2, S 1/2	18	12S	4W	160
P-4		NE 1/4, NE 1/4	25	12S	5W	40
P-5		SE 1/4, SE 1/4	24	12S	5W	40
P-6		N 1/2, NW 1/4	30	12S	4W	80
P-7		NW 1/4, NE 1/4	30	12S	4W	40
P-8		N 1/2, SE 1/4	19	12S	4W	80
P-9		Metes and Bounds	19	12S	4W	33.0551
P-10		SE 1/4, SE 1/4, SW 1/4, NW 1/4	33	12S	4W	2.5
P-11		SW 1/4, NW 1/4, SE 1/4, NW 1/4	33	12S	4W	2.5
P-12		W 1/2, SW 1/4, SE 1/4, NW 1/4	33	12S	4W	5
P-13		NE 1/4, SW 1/4, SE 1/4, NW 1/4	33	12S	4W	2.5
P-14		SE 1/4, SW 1/4, SE 1/4, NW 1/4	33	12S	4W	2.5
P-15		NW 1/4, NW 1/4, NE 1/4, SW 1/4	33	12S	4W	2.5
P-16		N 1/2, NE 1/4, NW 1/4, SW 1/4	33	12S	4W	5
P-17		SE 1/4, SW 1/4, SW 1/4, NW 1/4	33	12S	4W	2.5
						658.0551

Released Property Table				
Reference Number	Tax Parcel Number	Date of Release	Purpose of Release	ACREAGE
R-1		4/29/1988	WARRANTY DEED TO NEW MEXICO STATE HIGHWAY COMMISSION FOR INTERSTATE 25	6.751

Easements Created Table					
Reference Number	Tax Parcel Number	Owner	Acreage	Type of Easement	Notes
E-1		NMDOT	12.98	Highway 85 ROW	Easement included in Parcel 1 description

TRUTH OR CONSEQUENCES (TCS)
MUNICIPAL AIRPORT - NEW MEXICO
EXHIBIT 'A'
PROPERTY MAP

ASCG INCORPORATED

REVISIONS
NUMBER DATE

JOB NO: 207952
DATE: NOV 2007
DRAWN BY: MDJ/DBG
CHECKED BY: MH/DS
DRAWING NO: 3
SHEET 3 OF 3

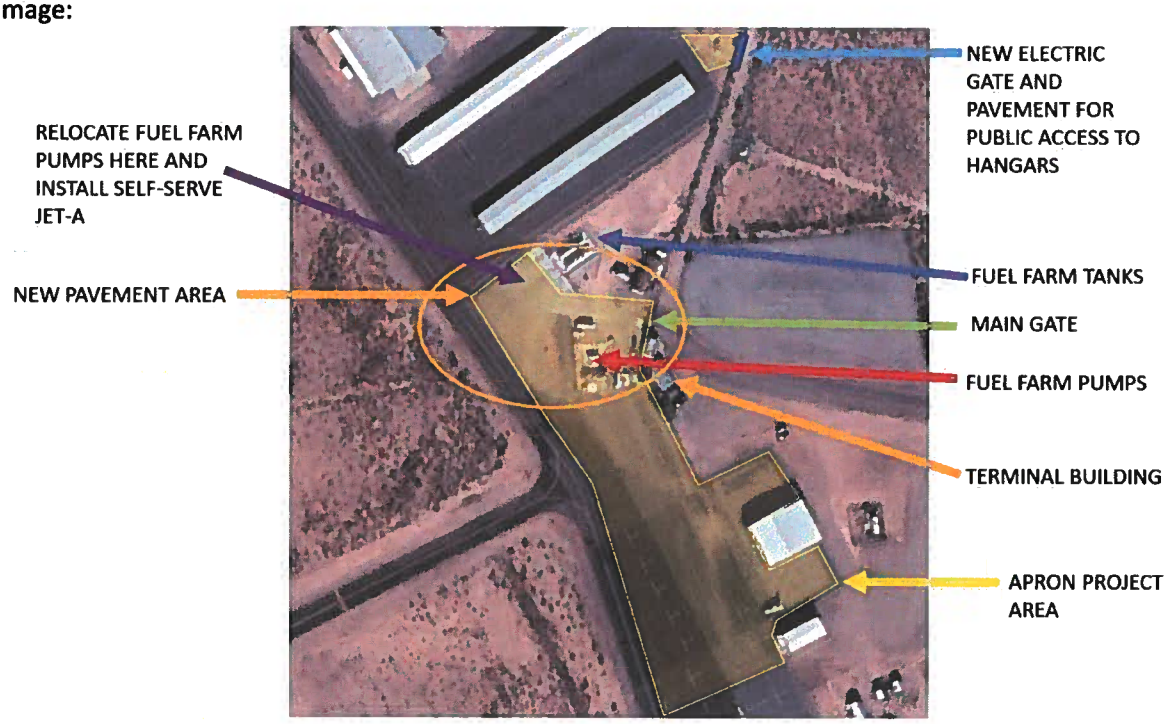
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EXHIBIT B

Summary of the project that TCS and I are proposing for their airport.

1. Fuel Farm Pump (Kiosk) Relocation – Relocate the current pump (kiosk) closer to the fuel farm and install piping to the self-serve kiosk from the fuel farm. This also includes creating a new pump (kiosk) for Jet-A. Currently, Jet-A is pumped into aircraft and a City employee has to go out to the airport to dispense fuel in off-hours.
2. Rehabilitate the Apron – Pavement Preservation treatments to the apron which is kicking up a lot of FOD. The treatment would extend the life of the apron.
3. Install a new Electric Gate – This gate would re-route public access to the hangars and remove vehicles from the fueling area, which is an issue at this time.
4. Add two additional paved areas – One area will be where the pump (kiosk) will be relocated and the other is to the far north where a new electric gate will be installed for public access to meet the taixlanes of the hangars.

Image:



Creating the new paved area at the fuel farm pumps, after the relocation, would provide a pad for aircraft to park on while refueling and also would eliminate the millings area that is between the fuel pump and the fuel farm. These millings are regularly kicked up onto the pavement of the apron and the taxiway.

Pre-tax estimates are:
Pavement Preservation = $496,110
Fuel Farm = $167,286.00
New Gate and Pavement = Unknown

Truth or Consequences Municipal Airport
EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS
1	Pavement Preservation	$ 496,110	$ 496,110	$ -	$ -
		$ -			
2	Fuel Farm upgrades	$ 167,286	$ 167,286	$ -	$ -
		$ -			
3	New Gate	$ 105,687	$ 105,687		
		$ -			
4	New Access Road	$ 230,917	$ 230,917		
		$ -			
		$ -			
		$ -

DocuSign

Certificate Of Completion

Envelope Id: 7DE5E97AA3294E5D9F28E540EED65BB3 Status: Completed

Subject: Please DocuSign: TCS-22-01 FUEL FARM SAFETY ISSUES AND MITIGATE AIRFIELD SAFETY ISSUES_Sponsor.pdf

Source Envelope:

Document Pages: 9 Signatures: 3 Envelope Originator:

Certificate Pages: 5 Initials: 0 Dan Moran

AutoNav: Enabled 1120 Cerrillos Rd.

EnvelopeId Stamping: Enabled Santa Fe, NM 87505

Time Zone: (UTC-07:00) Mountain Time (US & Canada) dan.moran@state.nm.us

IP Address: 71.228.121.175

Record Tracking

Status: Original Holder: Dan Moran Location: DocuSign

5/26/2022 4:47:20 PM dan.moran@state.nm.us

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: New Mexico Department of Transportation Location: DocuSign

Signer Events	Signature	Timestamp
Daniel R Moran dan.moran@state.nm.us Aviation Grants Administrator New Mexico Department of Transportation Security Level: Email, Account Authentication (None)	DocuSigned by: Daniel R Moran B444D454E35F4EE... Signature Adoption: Pre-selected Style Signed by link sent to dan.moran@state.nm.us Using IP Address: 71.228.121.175	Sent: 5/26/2022 4:49:54 PM Viewed: 5/26/2022 4:51:09 PM Signed: 5/26/2022 4:51:19 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
John P. Newell JohnP.Newell@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	DocuSigned by: C750CEC1625D488... Signature Adoption: Uploaded Signature Image Signed by link sent to JohnP.Newell@state.nm.us Using IP Address: 164.64.74.20	Sent: 5/26/2022 4:51:21 PM Viewed: 6/1/2022 3:58:00 PM Signed: 6/1/2022 3:59:01 PM
Electronic Record and Signature Disclosure: Accepted: 3/24/2022 10:26:55 AM ID: 5ffaccc7-1a18-413c-837e-7742d33ff5ce		
Justin Reese Justin.Reese@state.nm.us Deputy Secretary New Mexico Department of Transportation Security Level: Email, Account Authentication (None)	DocuSigned by: Justin Reese 79B5F2DB5F72483... Signature Adoption: Pre-selected Style Signed by link sent to Justin.Reese@state.nm.us Using IP Address: 75.161.218.163	Sent: 6/1/2022 3:59:03 PM Viewed: 6/1/2022 6:51:16 PM Signed: 6/1/2022 6:51:31 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Christina Lucero Christina.Lucero3@state.nm.us Purchasing Agent - A New Mexico Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/1/2022 6:51:33 PM Viewed: 6/2/2022 9:58:14 AM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	5/26/2022 4:49:54 PM
Certified Delivered	Security Checked	6/1/2022 6:51:16 PM
Signing Complete	Security Checked	6/1/2022 6:51:31 PM
Completed	Security Checked	6/1/2022 6:51:33 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: daniel.garcia5@state.nm.us

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at daniel.garcia5@state.nm.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New Mexico Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New Mexico Department of Transportation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: *I.10*

SUBJECT: Review, Approve and/or Allocate Funds for Sierra County Historical Society (Geronimo Springs Museum) Application
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 8, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:
Commission approval of Sierra County Historical Society (Geronimo Springs Museum) application for funding for printing new brochures.

Recommendation:

The applicant requested $3,000.00 and the LTAB recommended approval of application for funding in the amount of $2,301.98.00.

Attachments:

- Sierra County Historical Society Application
- Sierra County Historical Society Contract

-

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

$2,301.98.00

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 12-14-22

2022-2023 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Historical Society
Project/Event Name	Geronimo Springs Museum Brochures
Event Date(s) and Location (if applicable)	NA
Event Organizer & Title within Organization (if applicable)	Don Armijo - President
Phone Number of Organizer	575-894-6600
Email of Organizer	Geronimospringsmuseum1972@outlook.com
Organization Address	211 Main Street, Truth or Consequences NM 87901
Organization's Contact Person (If different than event organizer)	Debbie Hilbish
Contact Phone and Email for Organization's Contact Person	575-636-0246 email: 60lifedreams@gmail.com

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

Amount Requested: **(Must match application page 4)**	$3,000.00
Anticipated Attendance (not including volunteers/staff):	Monthly visitors to museum - 1,000

PART 3: CRITERIA

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

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

New

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

New brochures that will have a QR code linked directly to our website. We will distribute throughout New Mexico to Visitors Centers, all area Chamber of Commerce, and motels.

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

Travelers interested in museums, the history Sierra County, and the southwest. The brochure will give an overview of the museum, hi-light some of our newer exhibits and draw them in to visit Geronimo Springs Museum in person.

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

Our brochure will target persons traveling throughout New Mexico and can easily be shared with traveler's friends and family via the QR code linked directly to our website encouraging more interest and visitors to Trhuth or Consequences.

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

70% will be distributed outside of Sierra County. We will deliver brochurs via mail service, and SCHS Board Members distributing when traveling throughout New Mexico.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

We will have a 'sign-in' sheet at the museum asking visitors how they heard about Geronimo Springs Museum, where they are from, and if this is their first visit.

6. How many Facebook followers do you have for this event page or organization page (for a project)? approximately 1700 Instagram followers? 25 (?)

We are presently working on updating our FB page and increasing FB followers

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? No

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

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board

reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	**Type of Ad/Promotion**	**Cost**
M Graphics, 404 Main Street Truth or Consequences NM 87901	Brochure 10,000	$3,000.00
TOTAL AMOUNT REQUESTED: Must match page 1.		$3,000.00

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

☒ IRS and Secretary of State proof of Good Standing

☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after

the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Don Armijo - President

Signature: [signature]

Date: 11-16-22



ESTIMATE

9x16 Brochure

M Graphics
404 Main Street
Truth or Consequence, NM 87901
United States

575-740-4526
moshekoenick.com

BILL TO
Geronimo Springs Museum
Debbie Hill Bish

info@geronimospringsmuseum.com

Estimate Number:	54
P.O./S.O. Number:	Museum brochure 1B
Estimate Date:	November 9, 2022
Expires On:	November 24, 2022
Grand Total (USD):	**$3,000.00**

Product/Service	Quantity	Price	Amount
Printing - Price per piece SIZE FLAT: 9"h x 16"w SIZE FOLDED: 9"h x 4"w STOCK: 100# Gloss Book w/ Aqueous Coating INK: 4/4 (4 color both sides) FOLDING: Double Parallel Reverse SHIPPING: $337.29 included - Standard shipping 1-6 business days	10000	$0.1673	$1,673.00
Printing - Price per piece SIZE FLAT: 9"h x 16"w SIZE FOLDED: 9"h x 4"w STOCK: 100# Gloss Book w/ Aqueous Coating INK: 4/4 (4 color both sides) FOLDING: Double Parallel Reverse SHIPPING: $98.65 included - Standard shipping 1-6 business days	2500	$0.25734	$643.35
Graphic Design - Price per hour Redesign/update brochure and reformat to 8.5x14	19.939	$45.00	$897.26
Graphic Design - Price per hour Discounted time > non-profit/repeat customer	-9.9698	$45.00	($448.64)

Subtotal:	$2,764.97
SC,NM tax 8.5%:	$273.16
tax 8.5 8.5%:	($38.13)
Total:	$3,000.00
Grand Total (USD) :	**$3,000.00**

Department of the Treasury

District Director
Internal Revenue Service

Date: May 17, 1971 | In reply refer to: A:FA:EO:OSS
AUS:EO:71-754

ID# 01-780768-00-9

Sierra County Historical Society
325 Main Street
Truth or Consequences, New Mexico 87901

Form 990 Required: [X] Yes [ ] No

Accounting Period: December 31

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your exemption application, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 170(b)(1)(A)(vi).

If filing is required, you must file an annual information return, Form 990, by the fifteenth day of the fifth month after the end of your annual accounting period.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities is unrelated trade or business as defined in section 513 of the Code.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for Federal Unemployment Taxes. You are liable for social security taxes only if you have filed waiver of exemption certificates as provided in the Federal Insurance Contributions Act.

Sincerely yours,

R. L. Phinney
District Director

SWR AUD - 2096 (REV. 9-70)

HOME

Search Information

Home

Entity Details

Business ID#:	**689869**	Status:	**Active**
Entity Name:	**SIERRA COUNTY HISTORICAL SOCIETY**	Standing:	**Good Standing**
DBA Name:	**Not Applicable**		

Entity Type and State of Domicile

Entity Type:	**Domestic Nonprofit Corporation**	State of Incorporation:	**New Mexico**
Benefit Corporation:	**No**	Statute Law Code:	**53-8-1 to 53-8-99**

Formation Dates

Reporting Information

Period of Existence and Purpose and Character of Affairs

Outstanding Items

Reports:

No Pending Reports.

Registered Agent:

No Records Found.

License:

No Records Found.

Contact Information

Mailing Address:	**211 MAIN ST, T Or C, NM 87901**
Principal Place of Business in New Mexico:	**211 MAIN, T Or C, NM 87901**
Secondary Principal Place of Business in New Mexico:	
Principal Office Outside of New Mexico:	**Not Applicable**
Registered Office in State of	

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: I.11

MEETING DATE: December 14, 2022

SUBJECT: Review, Approve and/or Allocate Funds for Sierra County Historical Society (Geronimo Springs Museum) Application
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 8, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:
Commission approval of Sierra County Historical Society (Geronimo Springs Museum) application for funding for new website.

Recommendation:

The applicant requested $3,062.00 and the LTAB recommended approval of application for funding in the amount of $2,750.00.

Attachments:

- Sierra County Historical Society Application
- Sierra County Historical Society Contract

-

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

$2,750.00

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 12-14-2022

2021-2022 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	**Sierra County Historical Society**
Project/Event Name	**Geronimo Springs Museum New Website**
Event Date(s) and Location (if applicable)	**New Website for Geronimo Springs Museum 2023**
Event Organizer & Title within Organization (if applicable)	Don Armijo - President
Phone Number of Organizer	575-894-6600
Email of Organizer	**Geronimospringsmuseum1972@outlook.com**
Organization Address	**211 Main Street, Truth or Consequences, NM 87901**
Organization's Contact Person (If different than event organizer)	Debbie Hilbish
Contact Phone and Email for Organization's Contact Person	**575-636-0246 – 60lifedreamd@gmail.com**

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

Amount Requested: **(Must match application page 4)**	**$3,062.00**
Anticipated Attendance (not including volunteers/staff):	Monthly Online Attendance – 400 visits Yearly Online Attendance – 5,000 visits

PART 3: CRITERIA

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

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

New

1. Define/Describe the overall project/event (what is happening at the event?): New website to bring in visitors to the Geronimo Springs Museum, both virtual and in-person. Due to unforeseen circumstances (several deaths on the Board), the existing website was lost, and a new website is needed for the Geronimo Springs Museum to move forward.

2. Who is your target audience for your project/event and advertising (who do you want to attend?) We are looking at an audience that enjoys the prehistory/history of Sierra County and southern New Mexico. The new website will give them a primer on what we have at the Geronimo Springs Museum, featuring events, talks, genealogy research, new exhibits, on-line gift shop and the ultimate goal is to draw them in to come visit the Geronimo Springs Museum in person.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences? The new website will reach cities/states/countries from within the United States to neighboring countries. We will focus on Las Cruces, Silver City, Deming, El Paso, TX, Alamogordo, Socorro and Albuquerque.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed? Not applicable for the new web site.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the city (e.g., increased hotel stays, increased attendance, first time attendees): We will work with the new website developer to track the number of people that visit the website and follow those that plan on visiting the Geronimo Springs Museum, stay in T or C motels/hotels etc.

6. How many Facebook followers do you have for this event page or organization page (for a project)? 1,700 Facebook followers for the Geronimo Springs Museum. Instagram followers? 25 Instagram followers.

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? Not at this time, new website startup.

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year. We don't have the existing analytics from the past website, all the information was lost. We do plan on getting analytics from the new website that will be shared by the Geronimo Springs Museum to the City of Truth or Consequences, etc.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	**Type of Ad/Promotion**	**Cost**
Marc Bacon	Website Developer	$2,750.00
Shopify	Non-profit organization online store	$312.00 annually
TOTAL AMOUNT REQUESTED: Must match page 1.	$3,062.00	

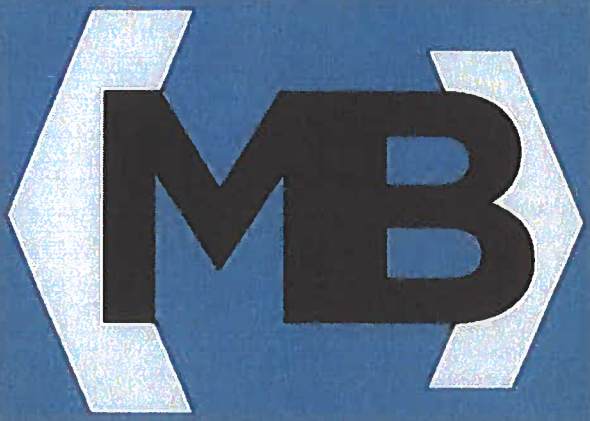
PART 5: FINANCIAL DISCLOSURE CHECKLIST

the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Don Armijo - SCHS President

Signature: 

Date: 11-16-22



Website Proposal

Geronimo Springs Museum

Background

About Marc Bacon

I have diverse experience in developing websites across a spectrum of industries. My experience ranges from projects with large corporations in an agency setting to local freelance clients.

I have vast experience in the development of custom WordPress themes, plugins and applications but I can use my knowledge of PHP, MySQL, JavaScript, jQuery, XML, CSS and HTML to accomplish any project regardless of platform.

I utilize my expertise of new and emerging web practices to optimize every project for security, performance and for success in internet search engines. Part of this is done by optimizing experience across platforms, such as desktops, tablets and mobile devices.

Contact Information

Marc Bacon
2720 6th Ave
Kearney, NE 68845

marc@marcbacon.com
307.631.8034
www.marcbacon.com

Option 1 - Shopify

Shopify Website Development $2750

This would be the design and development of a website built within Shopify. Shopify is an easy-to-use e-commerce website platform that will be easy to manage. The benefit of using Shopify as a platform is that the eCommerce system will be very easy to use.

Shopify has some limitations. The ability to develop custom features is somewhat limited. The Shopify e-commerce system is very robust, but custom development of features that they do not offer is not usually possible. I do not think that these limitations would effect this project, but it is good to note.

The following is included:

- Custom website design
- Development utilizing a custom Shopify theme
- e-commerce utilizing the Shopify platform
- Content entry for up to 10 pages
- Entry of up to 20 products in the store (you will be able to add more)
- Contact form
- Mobile responsive optimization
- Basic on page SEO (search engine optimization)

Not included:

- Content development - Copy (text) for each page and images will need to be provided. I can certainly help with minor wording for titles, headlines, etc., but the majority of text will need to be provided.
- Custom logo or icon design.

Ongoing Cost

Shopify offers special pricing for qualified nonprofits. I reached out to Shopify to see if they could share pricing with me, but have not heard back yet. **Nonprofit Information**

Here is a link to **Shopify pricing page**. I anticipate that "Basic" plan would meet the needs of this website at $29 per month.

Shopify charges fees of 2.9% + 30¢ per transaction when using Shopify payments. If you use a third party system such as PayPal, they would charge a fee based on the level of plan. This would be 2.0% transaction fee with the "Basic" plan. This may be an area where a better fee structure may be available to qualified nonprofits.

Option 2 - WordPress

WordPress Website Development $3600

This would be the design and development of a website built using WordPress. WordPress is a lot more customizable than Shopify. Within WordPress, we would use an e-commerce system called WooCommerce for the shop. WordPress/WooCommerce is very easy to use, but Shopify can be a little easier in some ways for managing products and orders.

The following is included:

- Custom website design
- Development utilizing a custom WordPress theme
- e-commerce utilizing the WooCommerce
- Content entry for up to 10 pages
- Entry of up to 20 products in the store (you will be able to add more)
- Contact form
- Mobile responsive optimization
- Basic on page SEO (search engine optimization)

Not included:

- Content development - Copy (text) for each page and images will need to be provided. I can certainly help with minor wording for titles, headlines, etc., but the majority of text will need to be provided.
- Custom logo or icon design.

Ongoing Cost $35 per month

I offer an ongoing hosting and maintenance plan for $35 per month. However, since this is a WordPress site, you would be free to host the site on any web service that supports WordPress.

Here is what my ongoing hosting and maintenance includes:

- Website hosting
- 99% uptime guarantee
- Weekly backups
- Monthly WordPress updates
- Up to one hour of content updates per month (adding new pages, products, etc)

WordPress would not impose any transaction fee on top of a fee added by your payment processor (PayPal, etc.).

Additional Scope (Optional)

Logo Design	$200

If a brand new logo is needed this would be the design of that logo. This would be designed for use on the website, but also for other branding material as well.

Adams, Chris- FS

From: Marc Bacon <marc@marcbacon.com>
Sent: Wednesday, October 26, 2022 8:13 AM
To: Adams, Chris- FS
Subject: [External Email]Additional Shopify Information

[External Email]
If this message comes from an **unexpected sender** or references a **vague/unexpected topic;**
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Chris,

In addition to my previous email, I heard back from Shopify on their pricing model for nonprofits. Here is what they sent me.

Marc, we offer two plans for non-profit organizations: NPO Lite and NPO Full. I would like to detail each plan's features and benefits so you are able to make an informed decision about which plan to choose.

- NPO Lite with an online store costs $29 per month
- NPO Full with an online store costs $99 per month

Some businesses do not require an online store and we offer a reduced price in that instance. We also offer an annual rate for each plan. Please let me know if you would like to enquire about either of these options.

NPO Lite with NO online shop

Is $9 monthly and $96 annually (10% discount!). This plan includes Free Sales Channels but no online store-front. It includes the same features as the Shopify Basic plan (other than online storefront,) plus these additional features:

- 1% transaction fees if using a third-party payment provider
- Lower Shopify Payments credit card rates
- Accepts donations through Shopify Payments if you are a registered Charity in US/Canada
- Unlimited Staff Accounts
- Real-Time Carrier Calculated Shipping
- Maximum 3 locations

NPO Lite WITH an online shop

Is $29 monthly and $312 annually (10% discount). This plan includes all the features above as well as a store-front. These two plans match closest to the Shopify Lite and Basic plans respectively.

NPO Full plan with NO online shop

Is $79 monthly and $852 annually (10% discount!). **The features of this plan include:**

- 0% transaction fees when using a third-party payment provider
- Even lower credit card rates
- Unlimited Staff accounts
- Accept donations through Shopify Payments if you are a registered Charity in US/Canada
- Real Time Carrier Calculated Shipping
- Maximum of 5 locations

NPO Full plan WITH an online shop

Is $99 monthly and $1068 annually (10% discount!). The features of this plan are the same as directly above, but it ALSO includes a store-front:

- Retail POS functionality

These plans match closest to Shopify Advanced Plan.

If you're looking to have POS, the POS Lite here is free on all plans, and POS Pro here is 50% off for NPO merchants!

Alos here a community link that will help you understand more about NPO on Shopify

Marc Bacon

Department of the Treasury

District Director
Internal Revenue Service

Date: May 17, 1971 | In reply refer to: A:FA:EO:OSS
AUS:EO:71-754

ID# 01-780768-00-9

Sierra County Historical Society
325 Main Street
Truth or Consequences, New Mexico 87901

Form 990 Required: [X] Yes [ ] No

Accounting Period: December 31

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your exemption application, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 170(b)(1)(A)(vi).

If filing is required, you must file an annual information return, Form 990, by the fifteenth day of the fifth month after the end of your annual accounting period.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities is unrelated trade or business as defined in section 513 of the Code.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for Federal Unemployment Taxes. You are liable for social security taxes only if you have filed waiver of exemption certificates as provided in the Federal Insurance Contributions Act.

Sincerely yours,

R. L. Phinney
District Director

HOME

Search Information

Home

Entity Details

Business ID#:	**689869**	Status:	**Active**
Entity Name:	**SIERRA COUNTY HISTORICAL SOCIETY**	Standing:	**Good Standing**
DBA Name:	**Not Applicable**		

Entity Type and State of Domicile

Entity Type:	**Domestic Nonprofit Corporation**	State of Incorporation:	**New Mexico**
Benefit Corporation:	**No**	Statute Law Code:	**53-8-1 to 53-8-99**

Formation Dates

Reporting Information

Period of Existence and Purpose and Character of Affairs

Outstanding Items

Reports:

No Pending Reports.

Registered Agent:

No Records Found.

License:

No Records Found.

Contact Information

Mailing Address:	**211 MAIN ST, T Or C, NM 87901**
Principal Place of Business in New Mexico:	**211 MAIN, T Or C, NM 87901**
Secondary Principal Place of Business in New Mexico:	
Principal Office Outside of New Mexico:	**Not Applicable**
Registered Office in State of	

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 14, 2022

Agenda Item #: *I.12*

SUBJECT: Review, Approve and/or Allocate Funds for Sierra County Rock and Gem Society (SCRAGS)
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 8, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:
Commission approval of Sierra County Rock and Gem Society (SCRAGS) application for funding for the Truth or Consequences Rock and Gem Show.

Recommendation:

The applicant requested $18,766.00 and the LTAB recommended approval of application for funding in the amount of $5,750.00.

Attachments:

- Sierra County Rock and Gem Society (SCRAGS) Application
- Sierra County Rock and Gem Society (SCRAGS) Contract

-

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

$5,750.00

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 12-14-2022

2022-2023 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Rock and Gem Society, SCRAGS, local non-profit in good standing
Project/Event Name	Truth or Consequences Rock and Gem Show
Event Date(s) and Location (if applicable)	March 25-26, 2023 Sierra County Fair Barn
Event Organizer & Title within Organization (if applicable)	Megan Holden SCRAGS member and Show Committee Chair
Phone Number of Organizer	978-335-2899
Email of Organizer	scragssierracounty@gmail.com
Organization Address	SCRAGS PO Box 766 Elephant Butte, NM 87935
Organization's Contact Person (If different than event organizer)	Dan Lorimier SCRAGS Club Secretary
Contact Phone and Email for Organization's Contact Person	575-740-2927 dlorimier1948@gmail.com

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

Amount Requested: **(Must match application page 4)**	**$18,766**
Anticipated Attendance (not including volunteers/staff):	1,000-1,500+

PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes

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

This will be a new event. The 2020 show was canceled.

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

The Truth or Consequences Rock and Gem Show will be an annual event featuring over 20 vendors selling rocks and gems, jewelry and related items, field trips geared to the public and rockhounding enthusiasts alike, and fun activities for kids. There will be additional activities including gold and sapphire panning and presentations.

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

People of all ages. People interested in outdoor activities, rocks and minerals, and those looking to learn something new. Rock and gem shows are a great place to buy unique gifts. Mineral collectors are also a target audience.

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

All of New Mexico, northern Texas, Arizona, Colorado. We will also advertise in national publications, both online and in print, geared towards gem and mineral enthusiasts. Other similar shows in NM draw people from all over.

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

80%. Postcards and flyers will be mailed and hand-delivered to other rock and gem shows, the numerous rock and gem clubs throughout NM and surrounding states, rock shops,

and other targeted locations throughout the area. We will also advertise in Rock & Gem magazine, a print and digital magazine, which is the main resource for mineral collectors to find show listings. With your support, we are advertising in New Mexico Magazine. We believe this will be an excellent resource to introduce a new event to all of New Mexico and beyond.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

This is a brand new, annual event, with free admission. We plan to judge success by increased hotel stays, attendance, funds generated for our non-profit club and our vendors, and vendor satisfaction. Also, the excitement of attendees! Our main goal is to increase the public's interest in geology, mineral collecting, and the outdoors. We are including a number of family friendly activities to inspire the next generation. Introducing those from outside Sierra County to the hot springs and unique offerings of the area will hopefully bring them back again and again!

We will be offering door prizes during the show. In order to enter the drawing, attendees will fill out a form with their name and email address so we can email them notifications of future shows. On that form, we will ask whether attendees stayed at hotels and for how many nights. We will also ask them to list how they heard about the event, with a space for specific publications. This will help us decide where to focus our advertising in the future.

We will also count attendees. We will share all information collected with the City.

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

SCRAGS currently has over a thousand followers. We have not created an event page or Instagram account. We hope to, with your funding.

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated?

N/A

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

N/A

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Southwest Graphics	Banner printing, sandwich boards	$2,700
TorC Electric Department	Installation and removal of banners	$380
GotPrint	Printing of postcards, flyers	$450
USPS	Postage to mail packets of postcards, flyers to rock shows and clubs, rock shops, visitor's centers	$220
M Graphics	Graphic design	$1,500
	Security	$1,200
Talon Septic	Port-a-potties/Hand washing Stations	$600
Facebook	Social Media	$500
New Mexico Magazine	Print, digital ads	$1,046
Rock & Gem Magazine	Print, digital ads	$100
Albuquerque Journal- Venue Plus weekly entertainment section	Print, digital ads ⅛ page for 2 weeks (comes out Fridays so we should advertise for 2 weeks)	$1,100
One Eye Panda/Adoquin Roca Publishing	Print ads ¼ page for 3 months	$220
Desert Exposure	Print ads ⅙ page for 4 weeks	$1,050
The Ink	Print ads ⅓ page for 3 months	$820
LocalIQ: The El Paso Times, Las Cruces Sun-News, Silver City Sun-News, Deming Headlight, Alamogordo Daily News, Ruidoso News	Print, digital ads	$2,000
Sierra County Sentinel	Print, digital ads	$250
El Paso Spotlight	Print, digital ads	$500
El Defensor Chieftain	Print, digital ads	$300
Santa Fe New Mexican	Print, digital ads	$1,000
The Santa Fe Reporter	Print, digital ads	$1,000
The Paper (Albuquerque)	Print, digital ads	$500
NM, TX, AZ publications	Print, digital ads	$500
	Digital ads	$200
KELP Radio (El Paso, TX)	Radio ads	$180
Bravo Mike 101 Gold	Radio ads	$250
	Radio ads	$200
TOTAL AMOUNT REQUESTED: Must match page 1.		**$18,766**

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

❑ IRS and Secretary of State proof of Good Standing

❑ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Megan Holden ToC Rock+Gem Show Chair

Signature: MHolden

Date: 11/29/22