

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Angie Gonzales
City Manager

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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, MAY 10, 2023; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS (5 Minute Rule Applies)

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Gonzales and Department Supervisor
2. Proclamation naming Saturday, May 6, 2023 as Miss Fiesta (Aubrie Carter) Day. Mayor Forrister
3. Issuance of certificates to the 2023 Miss Fiesta Royal Court Winners. Mayor Forrister
4. May 2023 Motorcycle Awareness Month Proclamation. Mayor Forrister

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, April 12, 2023
2. City Commission Regular Minutes, April 26, 2023
3. April 2023 Accounts Payable
4. Subrecipient FY 22/23 3rd Quarter Reports

G. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Discussion/Action: Final Adoption of Ordinance No. 749 Implementing the City's Affordable Housing Plan. City Manager Gonzales
2. Public Hearing/Discussion/Action: Request to Vacate a Section of New School Road. Assistant City Manager Alvarez

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Publication of Ordinance No. 752 Amending the City of Truth or Consequences Code of Ordinances, by Amending Section 14-96 of the Code Pertaining to Waste Water Connection Fees. Arnie Castaneda, Water/Wastewater Director
2. Discussion/Action: Publication of Ordinance No. 753 Amending the City of Truth or Consequences Code of Ordinances, by Amending Section 14-95 of the Code Pertaining to Water Connection Fees. Arnie Castaneda, Water/Wastewater Director
3. Discussion/Action: Publication of Ordinance No. 754 Authorizing the issuance of the City of T or C Joint Utility System Improvements Revenue Bonds. Chris Muirhead, Modrall Sperling
4. Discussion/Action: Resolution No. 42 22/23 Budget Adjustment Request. Kristie Wilson, Finance Director
5. Discussion/Action: Publication of Ordinance No. 755 an Ordinance authorizing the lease of real property to Gravity Pad Towers' LLC (Water tank site on 2nd Street) pursuant to section 3-54-1 NMSA 1978. City Manager Gonzales

I. NEW BUSINESS

1. Discussion/Action: Approval to close the PD Confidential Bank Account. Kristie Wilson, Finance Director
2. Discussion/Action: Approval of the CDBG Professional Services Agreement for Grant Administration Services. Assistant City Manager Alvarez
3. Discussion/Action: Proposal to Conduct a Comprehensive Water and Wastewater Cost of Service and Rate Design Study. Assistant City Manager Alvarez
4. Discussion/Action: Approve and Accept a Grant of Right of Way Easement for Public Road and Utility Easement. Assistant City Manager Alvarez
5. Discussion/Action Memorandum of Agreement between NMDOT and the City of T or C. Assistant City Manager Alvarez
6. Discussion/Action: Approve Economic Development Department Grant Appropriation Agreement. Assistant City Manager Alvarez

J. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING MAY 24, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: May 3, 2022
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Gonzales and department supervisor

Summary/Background:

Employee Anniversary: SWINGLE, BRUCE – 2 YEAR
Employee Anniversary: ALVAREZ, TRACI L – 10 YEARS
Employee Anniversary: REED, MARGARET T – 2 YEAR
Employee Anniversary: TORRES, ANGELA A – 13 YEARS
Employee Anniversary: JOHNSON, DAVID S – 15 YEARS
Employee Anniversary: JOHNSON, WILLIAM MICHAEL – 4 YEARS
Employee Anniversary: ALVAREZ, ANDRES A – 17 YEARS
Employee Anniversary: WHITLEY, JAMISON – 1 YEAR

Recommendation:

None. Presentation Only.

Attachments:

Printed certificates to be signed by city manager and mayor

- Click here to enter text.

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 5-10-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: C.2

SUBJECT: Proclamation naming Saturday, May 6, 2023 as Miss Fiesta (Aubrie Carter) Day.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: May 5, 2023
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Mayor Forrister

Summary/Background:

The Miss Fiesta Pageant is a long time honored tradition that has taken place in Truth or Consequences for many years. This year's Miss Fiesta Pageant was held on Saturday, April 29, 2023. Today, we would like to honor our 2023 Miss Fiesta, with a proclamation that proclaims Saturday, May 6, 2023 as Miss Fiesta (Aubrie Carter) Day.

Recommendation:

None. Presentation only

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 5-10-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 5, 2023

Agenda Item #: C.3

SUBJECT: Issuance of certificates to the 2023 Miss Fiesta Royal Court Winners.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: May 5, 2023

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

WHO WILL PRESENT THE ITEM: Mayor Forrister

Summary/Background:

The Miss Fiesta Pageant is a long time honored tradition that has taken place in Truth or Consequences for many years. This year's Miss Fiesta Pageant was held on Saturday, April 29, 2023.

This year's Miss Fiesta pageant winner was Aubrie Carter. 1st Runner Up & Miss Congeniality was Alie Montoya, and 2nd Runner Up was Jazlyn Cates

Recommendation:

None. Presentation only

Attachments:

- None.

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 5-10-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: C.4

SUBJECT: May 2023 Motorcycle Awareness Month Proclamation.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: May 5, 2023

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

WHO WILL PRESENT THE ITEM: Mayor Forrister

Summary/Background:

Mayor Forrister will present a proclamation declaring that the City of Truth of Consequences recognizes May 2023 as Motorcycle Awareness Month.

Recommendation:

None. Presentation only

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 5-10-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, April 12, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: May 5, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-10-2023

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, APRIL 12, 2023**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Forrister called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Hechler moved to approve the agenda as submitted. Commissioner Mitchell 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 on behalf of Frank Aguirre for 2 years of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award on behalf of Jesus Navarro for 16 years of service with the City of Truth or Consequences.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Cary "Jagger" Gustin addressed the Commission with comments related to:

- He invited the Commission to the world-famous Santa Fe Opera who will be at the Civic Center.

Ken Merrick addressed the Commission with comments related to:

- He spoke on the removal of trees during the current water project, and informed the Commission that he believes that they did not consider the value of the mature trees, and if a tree specialist been consulted on site when the problem was encountered measures could have been made to save the trees. He has the permit from the State Department of Transportation (NMDOT) from the year 2000 obtained by members of the MainStreet T or C organization to plant Chinese Pistache trees on both Main and Broadway, as a plan to beautify our downtown. The permit clearly states that the NMDOT will have the sole right to determine if the landscaping must be altered, modified, or removed. Upon recent calls to NMDOT, he learned that they had no knowledge, nor had they given any permission for the tree removal. He feels that the tree is incorrectly blamed for structural damage, and intrusion into the deteriorating water pipe system. He asked the council how they plan to reimburse MainStreet T or C and our citizens for this error.

Frances Clark addressed the Commission with comments related to:

- The disc golf baskets at the Municipal Golf Course.

Chris Devlin addressed the Commission with comments related to:

- The Turtleback Trails Network Plan. On March 24th Chuck did an article on the trail concept where Atila Ballity outlined the plan in the paper. One sentence in the article that really stood out was the section of the plan where you voted for the potential development of hiking trails, foot bridges, and/or vehicle bridge access. There is a big difference between a hiking and running trail, and an

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adventure trail. There is also a big difference between a foot bridge and a vehicle bridge. The council should reject the proposed master plan as submitted, because it still has reference to those things. I urge the Commissioner's to reject and table the motion by Commissioner Fahl to adopt or approve the Turtleback Trails Network Plan that's submitted.

Steven Green addressed the Commission with comments related to:

- Him serving the community from 2008-2019 as a Commissioner, Mayor Pro-Tem, and Mayor. He voted to bring the MainStreet program into the community in 2009, and he believes the community (*in the downtown area*) has appeared to be more beautiful and attracting, ever since, and more tourists have since been implementing the MainStreet Program.

Kathleen Sloan addressed the Commission with comments related to the Bridge Loan.

Nate Stephens addressed the Commission with comments related to:

- The River Walk. He fears if there is an access created across the river, the current area that we have right now will be forgotten about.

Sid Bryan addressed the Commission with comments related to:

- Steve Green's comments to the Commission, and the fact that he thinks the MainStreet Program has helped the downtown area tremendously.

Gordon Adelhite addressed the Commission with comments related to:

- Sid Bryan and Steve Green's comments about the MainStreet Program.
- He also believes that two lanes are too much on Main Street, and the fact that there have already been accidents on Main Street means that it need to be the main focus.

Joanne Long addressed the Commission with comments related to:

- The comments that Gordon Adelhite had previously made about MainStreet, and the fact that she has had two of her vehicles wrecked on Main. Something needs to be done to address that.

E. REPORTS:

City Manager Swingle reported the following:

- First thing he addressed to the Commission was to introduce the new City Manager Angie Gonzales.
- He also thanked the entirety of the city staff for working so well.
- April 4th was a day of extreme winds, and we had lost a single-phase primary tap near Foch hill.
- He congratulated "Professor" OJ Hechler on passing his Certified Pool Operator exam in the State of NM. He graduated with 100%.

CITY COMMISSION APRIL 12, 2023 REGULAR MEETING MINUTES

- He also congratulated Water/Wastewater Director Arnie Castaneda. He has been a member of the Rural Water Association for a number of years and this past week he was voted onto the Board of Directors to represent the southern part of the state. He was also voted and appointed to the Executive Board for New Mexico Rural Water.
- There are a number of Board vacancies. We have two vacancies on the Impact Fee Board. One on the Library Board. One on the Recreation Board and two on the Planning & Zoning Board.
- The city received a grant award for \$181,910 for engineering for sidewalks on Marie Street, Pershing, and from Main Street to New School Road. Also New School Road to Date and Smith Street to Silver Street.
- The city is averaging about 12-13 water leaks per day.

City Attorney Rubin reported the following:

- He mentioned that he has a hearing scheduled on April 19th involving the property located at 630 Charles. This is one of the properties where the city recorded a lien on the property due to delinquent utility bills and the fact the city conducted a cleanup of the property which obviously involved expense to the city.
- He also congratulated City Manager Gonzales on her new position.

City Commission Reports:

Commissioner Mitchell reported the following:

- They are moving forward with Fiesta. They are looking for people to help volunteer. They need people for the parade, vendors, general set up and tear down volunteers. If interested, it is at 4 o'clock today. They have been reaching out for sponsors and have been getting good feedback from the community.
- She gave a shout out for the grad bash fundraiser that is on that Monday night at Sidekixx. It is a bowling tournament where you can put together a team, and each team is \$75. All the money and proceeds go towards grad bash and graduation, and it will also be the first time people will have the opportunity to bowl in the bowling alley in quite a while.

Commissioner Fahl reported the following:

- She attended the Sierra County Recreation and Tourism Board meeting that last week and the changes that they made with the Airbnb's and realized the significant dollar improvement for them. They had told her that in the last two month they received about \$10,500 for just two months' worth of Lodger's Tax, and it is usually around \$2,000, so they are getting a pretty good boost.

Commissioner Harrelson reported the following:

- She attended the School Board meeting on Monday night, and she wanted to discuss some of the things that were mentioned, and needed to be addressed. On May 10th they are having a mental health night at the High School, and that is for all of the community. They will have different resources there and supports for

mental health. Sierra Vista Hospital has a collaboration with a group that is a part of the medical club that really supports the High School.

- The donkey basketball should be taking place on April 15th. The Superintendent and the High School Principal were both scheduled to be on a donkey.
- They have a spring concert coming up with the band, and that is on May 20th.
- Lastly the Envirothon kids are going to the State Competition in Glorietta. They take 6 kids from the State competition, and they move on to Nationals. We as New Mexico have represented our Envirothon kids, and they have done a great job. They placed 4th last year, and they are nationally recognized.
- Caden Chatfield placed 2nd at the State Championship for power lifting. That is a new sports event that we have at the High School.

Mayor Pro-Tem Hechler reported the following:

- They have been very busy over the last few weeks. It seems like people with Fiesta wait until the last two weeks. However, he was able to host a meeting with Jason Lazich with Virgin Galactic. He came to the community, and I introduced him to some business people, including the T or C Guided Tours, and El Faro, and they're going to do some work with him. Virgin Galactic is also going to sponsor them this year as well.

Mayor Forrister reported the following:

- She followed the comments on the Donkey Basketball and said it will be taking place the on the 16th not the 15th. She and Mayor Pro-Tem will be competing on a team.
- The 14th is AG day, and it will be held at the Fairgrounds in Williamsburg.
- She also welcomed the new City Manager Angie Gonzales.

F. CONSENT CALENDAR:

1. **City Commission Regular Minutes, March 22, 2023**
2. **Acknowledge Regular Airport Advisory Board Minutes, January 3, 2023**
3. **Take Home Vehicle Forms**
4. **March 2023 Accounts Payable**
5. **Subrecipient FY 22/23 2nd Quarter Reports**

Commissioner Fahl asked to remove item F1 from the Consent Calendar for discussion.

Mayor Pro-Tem Hechler moved to approve the Consent Calendar with the removal of F1 from the Consent Calendar for discussion. Commission Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Commissioner Fahl: Under H1 of the minutes when we were discussing the Turtleback Trail Plan, the minutes state that I recused myself, and actually I did not do that. Clerk Torres did, and I did not think that I needed to be recused so I wanted to clarify that for the minutes. That was not a Jornada RC&D project, and I did not receive any financial

benefit through that entire process so I do not need to be recused from that topic. I confirmed that with Attorney Rubin yesterday.

City Attorney Rubin: We will talk about the actual recusal when we get to that point on the agenda, but right now we are talking about the minutes. The minutes say that you recused yourself, and you are saying that did not actually happen.

Commissioner Fahl: On that topic, Clerk Torres said that Commissioner Fahl is recusing herself, and I was surprised by that, and I did not speak up because I did not know I was supposed to, so I do know how you want to change that.

City Clerk Torres: We can put that you didn't vote on it because you didn't, I guess recuse yourself, but you also did not vote.

City Attorney Rubin: Ok do that, and we will talk about recusal when we get to that on the agenda.

Commissioner Fahl moved to approve the Consent Calendar the amendment discussed. Mayor Pro-tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. PUBLIC HEARINGS:

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 748 an ordinance authorizing the lease of real property, pursuant to section 3-54-1 NMSA 1978 to American Tower:

City Manager Swingle: This is the 2nd of 5 Ordinances for various towers that we are going to be bringing into extended policies with. This is American Tower on Kopra Street. They are going to pay us \$480,000 for a re-extended lease. Once we send them the ordinance, we will work on the lease agreement with company and all of the due diligence that they have done as far as the title searches and things like that they are doing. We will execute that in the near future, this is just the ordinance itself. We had a survey done and an appraisal done on a property, and the appraisal came in like all of the other appraisals, and it's valuing the lease at \$15,000 a year and we're just not getting close to that in any one of the leases that we currently have. 44:58

City Attorney Rubin: As we look at the ordinance itself and paragraph B describes the property as being on the water tank site, and this time I am pleased to see that we also have the survey itself attached to the ordinance, so you actually have a legal description there. Paragraph D is the important one, and it recites that we are following provisions of the State Statute 3-54-1, which requires us to obtain an appraisal. As the ordinance indicates, the appraisal came in at \$15,000 per year. The contemplated rental is a onetime, upfront payment of \$480,000 to pay at the inception of the lease. Paragraph H explains the reason why we feel it is in the best interest of the city to accept the proposal. I have listed 4 categories here. On number one, the proposed payment of

\$480,000 would be upfront at the inception of the lease, two proceeding with the proposed transaction represents the best use of the property it would be otherwise difficult to develop the property and three, in the absence of entering into the long-term lease agreement, it is very speculative that the property could be used as cell tower site in the distant future. Number four, operating and maintaining the property in its current use has been a labor intensive endeavor for the city. Entering into the proposed transaction would relieve the city of the significant time consuming burden. As Mr. Swingle pointed out, we still need to attach the lease agreement, but I believe you can still approve the ordinance subject to the fact that the proper lease agreement will be attached.

City Manager Swingle: There is one correction on this. This is not the water tank site on Pershing Street. This is the Kopra Street tower.

City Attorney Rubin: Okay, we should probably revise paragraph B where it says water tank site.

City Manager Swingle: And the proper township section also. That may be accurate, but we would have to check.

City Attorney Rubin: I don't think we even need the part below of paragraph B where I say that the .2 30 acre tract etc., because we have the legal description attached now. We can just say, *see exhibit one attached*. Even though we're making this change here at the publication process, I don't think this materially changes the ordinance itself. The rest of the terms are accurate, and I think we've all known where the location of this cell tower is anyway so I think we can still proceed.

Mayor Forrister opened the public hearing.

Proponents:

There were no proponents.

Opponents:

There were no opponents.

Mayor Forrister closed the public hearing.

Mayor Pro-Tem Hechler: I just wanted to say for the record, I visit this site several times a day. I see it every morning when I walk by, and it is a great use, and it is great to have the money for that property because that property can't be used for anything else.

Mayor Pro-Tem Hechler made a motion to approve Final Adoption of Ordinance No. 748 an ordinance authorizing the lease of real property, pursuant to Section 3-54-1 NMSA 1978 to the Kopra Street tower to go by the legal description

attached to the document. Commission Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Public Hearing/Discussion/Action: Final Adoption of the City's General Obligation Bonds, Series 2023 Ordinance No. 745:

Mark Valenzuela, Bosque Advisors, LLC: I recall the timing. It was around the same as your budget hearing, and we were talking about opportunities to move forward, and this is the first piece of that work. Having received fantastic support from this community on the general obligation bond, we have pursued a financing with the New Mexico Finance Authority for the first portion of the \$3 million, which is \$790,000. The blended interest rate on it is 2.03% (*a fantastic rate*) from the Finance Authority, and it will be paid back over 15 years. As your recall from other presentations I've made, what we're trying to do is set up the mill levee for property tax residents, so that it doesn't fluctuate from year to year. Out of the gate, it will be set at or around \$2 ½ to \$3 million, which would be an impact to property owners. For example, for a \$150,000 home, it would be around \$125 incremental new every year. With that, I am recommending that you move forward with the transaction.

Chris Muirhead, Modrall Sperling: So this ordinance is the same one we looked at last month for the first reading. In the introduction, as Mark said, the amount is \$790,000. It should be in that first recital a \$270,000 and \$520,000 break down between those, but it has been published at \$790,000 so we are good there. As a reminder this is a pledge of the ad valorem property taxes as Mark said, so this is the most secure of your pledges. As we talk in the next resolution, we will go over the utility pledge and the differences there. This gives you the true interest cost of 2.03% with \$79,000, and the disadvantage rate of 0% from the Finance Authority. The ordinance authorized the issue, and we would close in the middle of May with the Finance Authority who purchases the bonds, and provides the money at that time. The majority of the ordinance, as we discussed last month, is how it works in the form of the ordinance. The pledge is a general obligation of the city with the ad valorem property taxes backing it. If for whatever reason those are short, you can use any other revenues of the city that are legally available to use to pay the debt service. Again it is \$270,000 for street improvements, and \$520,000 for water/wastewater improvements.

City Manager Swingle: I just wanted to thank these gentleman for the work that they are doing. They are doing a great job getting this through NMFA, and going through the bond process and keeping us informed.

Commissioner Harrelson: I want to also reiterate that we sometimes get phone calls from constituents that say "*why aren't you consulting outside, and why are we making decisions*" and I want the community to know that this is one of those times where we consult somebody else. This isn't a decision we're making ourselves. We're getting support from the outside agencies that really support this decision that we're making when it comes to things that go on in our city.

Mayor Forrister opened the public hearing.

Opponents:

Kathleen Sloan: I am going by the only thing I can go by which is what is in the packet, and as I recall, there is nothing about New Mexico Finance Authority is going to buy this whole bond issue? Is that what I heard? I'm not sure? So, these are my questions. It says in the packet, an interest rate of up to 10% will be paid to investors. According to my research, 23 Municipal bonds have an average interest rate of 3.5%, so if the people pay back this debt at 10%, I mean that's 3 times the norm, and is there a prospectus or official statement on the bonds? Did the city get a bond rating, and is it so bad that we're possibly offering up to 10% to investors? If so, can you amend the ordinance to state that the bonds will not offer a rate above 4% because currently it says up to 10%? I am requesting that they be changed to 4% on the documents. It also mentions the G.O. bond proceeds may be used to pay off the water projects downtown. I thought that the G.O. bonds could not be used for past debt? So those are my questions.

Chris Muirhead, Modrall Sperling: Just to avoid confusion I'll answer those questions. So on the interest rate, which is a very important question, it is locked in at the true interest cost of 2.03%. The 10% is set by statute, and you can't go higher than that, so the ordinance references that. The ordinance also references, on page 2, it lists each maturity at each interest rate with the true interest cost that is marked at 2.03%. If you look at reference D, the average municipal debt right now, so many factors go into that which is about 3 ½%. The public market is much more expensive right now than what you're getting here at 2.03%. There is not a prospectus or an official statement because it is privately placed with New Mexico Finance Authority which is created by the New Mexico State Legislature (30 years ago) to be a lender to municipalities, and you don't need to have that document. The improvements are as the voters approved for these capital improvements.

Mark Valenzuela, Bosque Advisors, LLC: I would like to address the private placement with the Finance Authority. When we originally set the authorizing resolution up, you had the opportunity to go to a local commercial bank, to the Finance Authority, or take it out to public market. In order to take it out to public market, we would need a bond rating, and a bond rating by itself, or a transaction this size would cost about \$15,000. From the prospective of seeing what the Finance Authority was offering, relative to that cost, my recommendation was to go to the Finance Authority, rather than not spending that \$15,000 on the bond rating, so that is the reason. Smaller communities can do that, and I certainly encourage it, but in this case, because it was such a smaller transaction, the Finance Authority provided the best opportunity.

Proponents:

Gordon Adelhite: I want to thank Bruce. We had an 81% vote yes on this. It was a beginning. We have a \$20 million obligation to our community for safe water. This is

what's going to bring, and make our community thrive in the future, so it's not enough, but it is a hell of a good start, and I want to thank you all for supporting this.

Mayor Forrister closed the public hearing.

Commissioner Fahl: This is a great opportunity for us to move forward, so we thank all of you for the hard work you put in to help us achieve this goal. I think we are all really excited to start capitalizing on that effort.

Mayor Forrister: Yes, and I think I've said this every single time that you guys have been here, but when we approve bonds at the state level, we don't necessarily see that impact to our community. It's these bonds that we are approving here locally, in this community that we were going to be able to see and witness exactly what our money is being spent on, so this is definitely a good investment for our tax payers going forward.

Commissioner Mitchell made a motion to approve Final Adoption of the City's General Obligation Bonds, Series 2023 Ordinance No. 745. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution 36 22/23 Authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its water system:**

Chris Muirhead, Modrall Sperling: This is the water system improvements related to the USDA financing which was the USDA committed to this in September of 2019 for a total of \$9,417,000, the great news here is that \$3,930,000 is a grant so that that is not repaid by the city \$5,487,000 in a loan the other good news about this because it's a federal program subsidized they can offer a much more reduced interest rate again here the worst case scenario is 2.125% so that would be the interest rate unless at the time of closing it is lower given the current markets I would think it probably will not be but still this is over 40 years a flat rate of 2.125% which is very attractive. It can be repaid at any point should the city decide it wants to do that. This loan will repay that Bank of the Southwest interim loan. Historically, USDA did not require to do these interim steps and bridge loans, but that changed in the last 5 years, so we had to go through Bank of the Southwest to finance the construction and the improvements, and then the USDA will close on the \$5,487,000 and repay that debt. So that will be gone, and the \$3,930,000 will be available for the remainder of the project as well. This resolution in front of you today is a standard requirement under this letter of conditions which is this large document. There is a bond ordinance that we will come back and present to you that is the controlling document. Again, in that situation, the pledge is important to understand. It is different. It is not a general obligation of the city. It is limited to the joint utilities system, and the net revenues of that, so after you pay operation and maintenance,

what's left of your gross and net revenues is the only lien the USDA or the Federal Government will have for repayment. If they feel like it is not where it proves to be in sufficient to debt service, they can require you to raise system rates to meet that obligation. I know the city has been working on doing all of that already, so this is a standard form that needs to be adopted, but the real meat and potatoes will be the ordinance when we come back with probably an introduction next month, and an adoption at the following meeting.

Commissioner Hechler moved to approve Resolution 36 22/23 Authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its water system. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 37 22/23 Budget Adjustment Request:

Kristie Wilson, Finance Director reviewed the Budget Adjustment Request that was provided in the packet.

Commissioner Fahl made a motion to approve Resolution No.37 22/23 Budget Adjustment request as presented by Kristie Wilson. Commissioner Mitchell Seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approve Resolution No. 38 22/23 Confirming the City of Truth or Consequences to participate in the New Mexico Department of Transportation Project fund call for projects:

Assistant City Manager Alvarez: This is a required step in order to apply for NMDOT funding. This project would be a request of \$2.7 million. It would require a 5% percent match in the amount of \$138,000. This would be for complete asphalt replacement, curb, gutter, sidewalk, drainage, signing, striping, ADA pedestrian access ramps on Silver Street from 3rd Street to 9th Street.

Commissioner Fahl: It would be good to have those things in place on that Street. It's a really busy street, and quite hazardous.

Mayor Pro-Tem Hechler: I also wanted to say that we are also requesting to wave the match in the amount of \$138,000, so hopefully with a little bit of luck, and some good foresight for our Legislature, this project won't cost us anything.

Commissioner Mitchell made a motion approve resolution No. 38 22/23 Confirming the City of Truth or Consequences to participate in the New Mexico

Department of Transportation Project Fund and call for projects. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 39 22/23 Requesting the New Mexico Transportation Commission to Designate Certain Specific Portions of the State Highway System as Designated Recreational Off-Highway Vehicle (ROV) Routes:

City Manager Swingle: A little over a year ago, all the governmental entities such as the City, Elephant Butte, Williamsburg, the County, all got together and had a conversation about off road vehicles, and getting those vehicles access to our roads. We brought in this district NMDOT engineer to that meeting, and we asked him basically what we needed to do to get access to travel on NMDOT roads. There were some caveats that they clarified. The highway commission said that all the roads have to be 45mph or lower. Anything above that would not be considered by the highway commission. We all put our plan together of what streets that entailed for our jurisdictions, to give these recreational off road vehicles access to go all around the County. Particularly to all of the sites and activity locations. That for us includes the I-25 business loop from on ramp to ramp. Williamsburg to the North end of town. It includes 3rd Street, or also known as New Mexico 151, from Date Street to the city limits, and New Mexico 181 from the business loop, to the North city limits which is very close to about where the bridge is near Bartoo's place. Those would be the 3 roads that we have within the city that are State owned and maintained roads to go with this regional plan. The other entities are also pursuing the roads that they have available to them, and they are making their decisions to put their resolution together and submit this to the DOT. Once this is done it will go to the highway commission, and then they'll render the decision. Based on the criteria that the commission has established for us per conversation, this meets all of the criteria for approval.

City Attorney Rubin: I think the safety issue is also addressed here. On the very last whereas, you'll see it references 3 different state statutes, and I happened to take a look at 66-3-101, and that statute talks about, if we are to consider this type of resolution, the vehicles still have to comply with the strict requirements of the Off Highway Vehicle Act. For example, all of the vehicles would have to have one or more headlights, one or more taillights, brakes, mirrors, and mufflers, so that is why we included state statutes within that resolution.

City Manager Swingle: People have got to comply with the state traffic laws.

Commissioner Mitchell: Is it going to end up changing speed limits on any of the areas that it is effecting?

City Manager Swingle: All of the speed limits are 45 and under. They would not allow for that. If you ask the state to change the speed limit to something lower than what it is, and then submit an application, they would reject that. It is pre-existing when this law was passed. They're not going to let somebody change the speed limit. Speed limits are based on traffic studies, and a lot of analysis, and they're not going to change that for the convenience of allowing off road vehicles.

Mayor Pro-Tem Hechler: I was on the Commission when we initially passed the OHV Act in 2018, and it was a hard fought battle because many in the community thought that this might be problematic for our community. I think we had to go to referendum and there was a vote, and we narrowly won the vote to allow the ATVs. We've not had 5 years of having ATVs on our backstreets, and our highways, and I think the impact has been negligible. There's been a couple of minor incidents, and things of that nature, but nothing that is going to preclude this from occurring in the future. I think this is a wonderful opportunity to link our communities between Elephant Butte and Truth or Consequences and the County. I think this is good for all, and I'm hoping the same result is going to happen, that we'll have increased tourism, and the ability to get around with very few incidents.

Commissioner Harrelson: One of the communities that I've been through do a lot of this type of thing, and it brings in tons of tourism and lots of money comes to the community because of this linking the whole community together. There are trails, and biking, and hiking, and off road vehicles in that community, and I think it's a really good representation of what T or C can look like.

Commissioner Mitchell: I have a question regarding parades, because in the past when we did the parade of lights last Christmas, all these ATVs wanted to come, but they weren't able to drive their ATV to the parade, so is this going to alleviate that to where now they can? They don't have to put it on a trailer and take it down. If so, I'm all in favor.

Mayor Pro-Tem Hechler: The biggest benefit to anyone that is interested in taking their ATVs out of town, is before you had to trailer your vehicle out of town to get to certain places, and now for instance, this new business that is coming to the community will be able to leave from their business and actually drive the ATV to some of these trails. It will be a huge benefit to folks to like that, or to private citizens that don't want to trailer their ATVs out of town to get to where they want to go.

City Manager Swingle: I do want to make sure that one thing is understood, the passing of this resolution does not authorize people to travel on these roads right now. It still has to go to the highway commission, and they have to render the decision for all three roads.

Mayor Pro-Tem Hechler: What we're hoping is that there is an effort between all three communities, the County, City of Elephant Butte, and Truth or Consequences to get

their resolutions passed, then as a package, send it to the highway department to get final approval, and then that will be the final step to make this thing successful.

Commissioner Mitchell made a motion to approve Resolution No. 39 22/23 requesting the New Mexico Transportation Commission to designate certain specific portions of the state highway system as designated recreational off road vehicles. Commissioner Harrelson seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Amendment to Ralph Edwards Civic Center Resolution No. 10 21/22 to remove non-profit exemptions:

City Clerk Torres: This item is to remove the portion of the resolution that gives non-profits a 50% reduction in rental fees due to the state's anti-donation clause that prohibits us from giving anything away for free, which includes the rental of our facilities.

Commissioner Fahl: I understand the purpose, but it is going to be difficult for those who have historically used it at little or no cost, and I think we need to get that message out as to why we're making that decision and let them start planning ahead.

City Clerk Torres: We already removed it from our City Parks Rental Agreement last year. We just haven't had a chance to do it on this one.

Commissioner Mitchell: If we approve it, when will it go into effect?

City Clerk Torres: Today. This change does not pertain to rentals that have already been submitted to my office.

City Manager Swingle: All current agreements that are in place will be honored at the cost that was offered at that time. Anything new will be at the new rate. This is not an attack on non-profits. This is required as an anti-donation issue by state statute. The state, and the Attorney General's Office has been very aggressive over the last couple of years of going after governmental entities that are providing reduced rates, or free services to non-profits and those things that do not have a public interest or public benefit.

Commissioner Fahl: So if a non-profit has something that will benefit the community as a whole, and they can prove that to you, will they be able to have a reduction in fees?

City Manager Swingle: If there is a public interest in it, and it is determined that it has a real public interest or benefit. For example, FFA and things of that nature has a huge community interest under most circumstances, and we can allow them to use our facility for free.

Commissioner Fahl: So they would just have to prove their case?

City Manager Swingle: Yes.

Commissioner Fahl made a motion to approve the amendment to Ralph Edwards Civic Center Resolution No. 10 21/22 to remove non-profit exemptions. Mayor Pro-Tem Hechler and Commissioner Harrelson seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Publication of Ordinance No. 749 Implementing the City's Affordable Housing Plan:

City Manager Swingle: This is an interesting dilemma with public housing. We've had a number of conversations internally, as well as contacted HUD for some clarification. HUD reached out to us and said, hey, you guys don't have an ordinance in place. When I first saw this, I thought that they wanted the city to start getting into the section 8 housing type stuff, but that is not the case. This ordinance allows entrepreneurs and investors to have access to use HUD funds so individuals can build HUD housing. They require this ordinance, and they are reaching out to all of the communities that they identify that don't have one in place. The approval of this ordinance will allow that private investment into HUD housing in this community, and that can be nothing but good for this community.

Mayor Pro-tem Hechler made a motion to approve the publication of Ordinance No. 749 Implementing the City's Affordable Housing Plan. Commissioner Harrelson seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Action: Approve the Cantrell Dam Hydrology and Hydraulics Report:

Glen Selover & Stephen Ingles-Garcia Wilson & Company, Inc. reviewed the Cantrell Dam Hydrology and Hydraulics Report. (Complete copy attached hereto and made a part hereof).

Commissioner Fahl made a motion to approve the Cantrell Dam Hydrology and Hydraulics Report. Commissioner Mitchell seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Request for a Summary Plat Amendment at 1227 E. Riverside Drive:

Assistant City Manager Alvarez: A public hearing was held through Planning & Zoning on March 13th. We had no opponents or proponents. The applicant is wishing to divide their parcel into two lots. Both lots meet the standards for that district. The Planning & Zoning Board unanimously approved the recommendation to the Commission. We only had 3 voting members present at that meeting. If it is approved by the Commission, the applicant will proceed with the separation of utilities as needed as per our code.

Mayor Pro-Tem Hechler made a motion to approve the Summary Plat Amendment at 1227 E. Riverside Drive. Commissioner Harrelson seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Request for a Special Use Permit at 804 N. Elm for the purpose of a Multi Animal Permit:

Assistant City Manager Alvarez: A public hearing was held through Planning & Zoning on March 13th. The applicant has 5 dogs. Animal Control and Code Enforcement have completed the required site visit, and they recommend approval. We had no opponents or proponents. Our original vote from the board was 2 in favor and 1 in opposition, we only had 3 voting members present. The one member had some questions that were addressed and are in the minutes of the meeting, then that member opted to change their vote in favor. Applicants are present.

Mayor Forrister: I wanted to make note for those who do not know, the ordinance allows the applicant to have 4 dogs without a permit. That is not saying that we cannot allow people to have more than 4 dogs (*limit is listed in the city code*) they just have to come before us and Planning & Zoning for a special use permit. Traci thank you for pointing that out in the packet, as well as to the Planning & Zoning Board so that they understand that we are not just having a rule and then breaking it. It is allowed if you go through the proper procedures.

Commissioner Fahl made a motion to approve the request for a Special Use Permit at 804 N. Elm for the purpose of a Multi Animal Permit. Commissioner Mitchell seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Request for a Special Use Permit at 1415 Platinum for the purpose of a Multi Animal Permit:

Assistant City Manager Alvarez: A public hearing was held through Planning & Zoning on February 13th. The applicant was however unable to attend the Commission

meeting following so that is why we are seeing it a little bit later. At the time of the permit, the applicant had 13 dogs, but one passed so she unfortunately only has 12 now. The applicant has been compliant for many years. However, now that the ordinance has changed, she now has to come before Planning & Zoning and the Commission for approval. The current ordinance only allows for 7 dogs, but in this case, since she has been compliant before the ordinance was amended, we would like to recommend approval. If not, we would be requiring her to get rid of dogs that were approved under our previous code of ordinances. The Planning & Zoning board unanimously recommended the approval of the special use permit, and the applicant is present in the audience.

Jessica Chavez, Applicant: My dogs have an outdoor air conditioner in the summertime and they have heat lamps and a wood burning stove to keep them warm in the winter.

Commissioner Mitchell made a motion to approve the request for a Special Use Permit at 1415 Platinum for the purpose of a Multi Animal Permit. Commissioner Fahl seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Accept and Approve the Transportation Alternative Program (TAP) Grant Funds Award:

Assistant City Manager Alvarez: The city submitted an application to NMDOT for their grant fund project, and we received an award. Our original application was to request almost \$2.5 million in design and construction, but NMDOT reached out to us and requested that we amend our request to include design only at this time. That is for the sidewalks on Marie, Pershing, New School Road, Smith Street, and North Silver Street. We did amend our request to design only, so we can get the design done, and then it will be eligible to go back to them with a shovel ready project for construction. Total estimated project cost is \$2,776,086.69 and would require a 5% match in the amount of \$138,804.33, and staff will request a match waiver.

Commissioner Fahl made a motion to approve the Transportation Alternative Program (TAP) Grant Funds Award as presented. Commissioner Mitchell seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Accept and Approve Aging and Long Term Services Department Grant Appropriation A19-D2074- 261:

Assistant City Manager Alvarez: At the last legislative year, the SJOA was awarded funding for a vehicle, but they are getting two vehicles out of it. They were short \$2,909, but Aging and Long Term reached out to me and said that they have some extra funds,

and they can make up that difference, so this is just to add to the funding that they were awarded.

Commissioner Mitchell made a motion to approve the Aging and Long Term Services Department Grant Appropriation A19-D2074- 261 as presented. Commissioner Fahl seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Approval of the Airport Advisory Board's recommendation to appoint Bernard Romero to serve as a member on their board:

City Clerk Torres: The Airport Advisory Board has a vacancy on their board, and on April 4th the board made a recommendation to appoint our only applicant, Bernard Romero to fill the vacancy. If appointed, he will serve a two year term.

Commissioner Mitchell made a motion to appoint Bernard Romero to serve as a member on the Airport Advisory board. Mayor Pro-Tem Hechler seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Review, Approve and/or Allocate Funds to the Public Arts Advisory Board (PAAB):

Cary (Jagger) Gustin, Public Arts Advisory Board explained that they are applying for funding for the purpose of the restoration of the city owned ceramic fountain located at the Geronimo Springs Museum. The amount they are requesting is \$15,000. (Presentation attached hereto and made a part hereof).

Mayor Forrister recused herself from the vote due to Cary (Jagger) Gustin being her uncle.

Commissioner Mitchell made a motion to approve and allocate \$15,000 to the Public Arts Advisory Board (PAAB). Commissioner Fahl seconded. Roll call was taken by the Clerk-Treasurer.

Hon. Destiny Mitchell, Commissioner voted aye.

Hon. Shelly Harrelson, Commissioner voted aye.

Hon. Amanda Forrister, Mayor recused herself from the vote.

Hon. Rolf Hechler, Mayor Pro-Tem voted aye.

Hon. Merry Jo Fahl, Commissioner voted aye.

Motion carried with a 4-0 vote and 1 recusal.

9. Discussion/Action: Review, Approve and/or Allocate Funds to Acknowledge, Create, Teach Corp. (A.C.T.):

Hon. Rolf Hechler, Mayor Pro-Tem recused himself from the vote because spoke during the presentation to get this funding and he feels that it would not be proper to vote on this item.

Tammy Gardner, Executive Assistant explained that they are applying for funding for the purpose of the Truth or Consequences Annual Fiesta. The applicant requested \$33,000 and the Lodgers Tax Advisory Board recommended to fund this in the amount of \$20,000.

Commissioner Fahl made a motion to approve and allocate \$20,000 to Acknowledge, Create, Teach Corp. (A.C.T.). **Commissioner Mitchell** seconded. Roll call was taken by the Clerk-Treasurer.

Hon. Destiny Mitchell, Commissioner voted aye

Hon. Shelly Harrelson, Commissioner voted aye

Hon. Amanda Forrister, Mayor voted aye.

Hon. Rolf Hechler, Mayor Pro-Tem recused himself from the vote.

Hon. Merry Jo Fahl, Commissioner voted aye.

Motion carried with a 4-0 vote and 1 recusal.

10. Discussion/Action: Review, Approve and/or Allocate Funds to the Elephant Butte Chamber of Commerce:

Tammy Gardner, Executive Assistant explained that they are applying for funding for the purpose of the 2023 marketing project. The applicant requested \$5,000 and the Lodgers Tax Advisory Board recommended to fully fund the project. They are asking different entities to help support this as well.

Commissioner Fahl made a motion to approve and allocate \$5,000 to the Elephant Butte Chamber of Commerce. **Commissioner Harrelson** seconded. Roll call was taken by the Clerk-Treasurer. **Motion carried unanimously.**

11. Discussion/Action: Approval of the FY 23/24 Subrecipient Grant Applications for Companion Animal Action Team (CAAT):

City Manager Swingle: This is a deviation from last year's practice of doing these during the budget. We are trying to get this accomplished so that Finance can incorporate the number that you approve into the preliminary budget.

Majie Powey, Companion Animal Action Team (CAAT) explained that they are requesting \$1,000 for the purpose of ensuring that all animals have their vaccinations. They also offer spay and neutering services for a very minimal fee.

Mayor Pro-Tem Hechler: Last year when we reviewed the subrecipient applications, we were going to cut everyone down a certain percentage every year to wean them off. The reason for that perception last year was because the city was in dire straits and we had to take some very important steps in order for us to be more successful, and I think with our Management we have done some of those things so I have a different outlook on it this year. I think for this application especially, it is money well spent. It is only \$1,000 and if they didn't do what they do, the impact would be immediate on the animal shelter and community. Therefore, I feel that we should take each item one by one and discuss them a little bit.

Mayor Forrister: The Subrecipient Grant Application funding comes out of our general fund so we also need to be cautious about what we are funding. Like mentioned by Mayor Pro-Tem Hechler, last year we talked about weaning them off so that would give them time to look for other sources of funding. I think however, \$1,000 to this organization is in the best interest of the city as well.

City Attorney Rubin: I just wanted to explain that these applications are contractual. We are spending money, but you are getting something in exchange for that. You are getting a benefit. The application states how the residents of Truth or Consequences benefit from it. I think it is very important to keep that in mind. I don't want there to be some sort of suggestion that there is an anti-donation clause issue here. We are getting something in exchange for the money that we are spending.

Mayor Pro-Tem Hechler made a motion to approve and allocate \$1,000 to the Companion Animal Action Team (CAAT). Commissioner Mitchell seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Approval of the FY 23/24 Subrecipient Grant Applications for Domestic Abuse Intervention Center (DAIC):

City Manager Swingle: I appreciate that the Commission is looking at these items on a case by case basis because our revenue is improving, however so are our expenses. As of right now, we are \$1 million dollars short on the general fund, but we are meeting with departments to do some more cuts to the budget.

Domestic Abuse Intervention Center (DAIC) explained that they are requesting the funds for \$500 for an Audit, and \$1,500 for telephone and internet. Other funding sources includes a CYFD grant and they received donations from the Magistrate Court

for their traffic tickets. They are going to try and use that to supplement for this until they are able to find something else. Everything they do is grant based and by donation.

Mayor Forrister: I think we need to take into consideration of what Bruce just said. If we were weaning everyone off, we would have taken \$250 off of the (CAAT) team, and we would take \$500 off of the (DAIC) so I just want to open this up for discussion to see what we need to look at because we are tapping into our general fund dollars at this point. Last year we awarded \$43,000 and we planned to take that down even further, and right now we are being asked for approximately \$82,000 so we need to be very cognitive on what we are giving away right now.

Commissioner Harrelson: Can we table the items and revisit them after we know what our budget looks like?

Mayor Forrister: We have to do something. I know we just approved (CAAT), but maybe we need to take them all back. We can let them present right now, and then table all of the approvals until after budget. We are going to ask our employees what they can cut from their budget, so I think we need to do the same thing in regards to these applications.

Tammy Gardner, Executive Assistant: It is not only our city funding that we need to think about. We need to also keep in mind that DFA suggested last year that we phase them out, or cut them off completely. You guys decided last year to phase them out.

Discussion ensued regarding the best way to handle the FY 23/24 Subrecipient Grant Applications that come from the general fund.

Commissioner Mitchell made a motion to rescind the allocation of funds to the Companion Animal Action Team (CAAT) until after they review the budget. Commissioner Harrelson seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Commissioner Mitchell made a motion to table the allocation of funds to the Domestic Abuse Intervention Center (DAIC) until after they review the budget. Commissioner Harrelson seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: Approval of the FY 23/24 Subrecipient Grant Applications for Matthew 25 Food Pantry:

Matthew 25 Food Pantry explained that they are requesting the funding of \$8,700 to cover rent and a 3rd of their insurance.

Commissioner Fahl made a motion to table the allocation of funds to the Matthew 25 Food Pantry until after they review the budget. Commissioner Harrelson

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

14. Discussion/Action: Approval of the FY 23/24 Subrecipient Grant Applications for Sierra Joint Office on Aging:

The Sierra Joint Office on Aging explained that they are requesting \$50,000 to help them continue operations of the Senior Center so they can continue to provide services to seniors in our community.

Commissioner Mitchell made a motion to table the allocation of funds to the Sierra Joint Office on Aging until after they review the budget. Commissioner Harrelson seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously

15. Discussion/Action: Approval of the FY 23/24 Subrecipient Grant Applications for Geronimo Trail Scenic Byway:

The Geronimo Trail Scenic Byway explained that they are requesting \$5,600 to help with the operation of the visitor center which includes telephone and internet, renters' insurance, website-related costs, postage, printing, office & visitor center supplies, and cleaning supplies now that they are responsible for cleaning at the new location.

Commissioner Fahl made a motion to table the allocation of funds to the Sierra Joint Office on Aging until after they review the budget. Commissioner Mitchell seconded. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously

16. Discussion/Action: Approval of the FY 23/24 Subrecipient Grant Applications for MainStreet Truth or Consequences. City Manager Swingle

Commissioner Mitchell made a motion to table the approval of the FY 23/24 Subrecipient Grant Applications for MainStreet Truth or Consequences. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer.

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

Motion carried with a 4-0 vote.

Commissioner Mitchell made a motion to move item I21 after item I16. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk- Treasurer. Motion carried unanimously.

21. Discussion/Action: Approval of the Turtleback Trail Network Plan.

City Attorney Rubin: I had a conversation with Commissioner Fahl about a question of recusal. It was a question about her serving on the committee and serving on the Commission level and being able to vote.

Commissioner Fahl: Just as a reminder, this Turtleback Network Plan was a request by the city to the National Parks Service. It was not a Jornada RC&D plan. If it had been I would have recused myself, but it wasn't. I served on the steering committee. Mayor Forrister served on the steering committee, and a lot of people in other entities served on that Steering Committee. I did not get paid when Jornada would try and run the meetings. I was a total volunteer, and there was no financial benefit at all so I don't see how I needed to recuse myself, and I won't.

Mayor Forrister: You are presenting this item Are you going to vote today?

Commissioner Fahl: Yes.

Mayor Forrister: Did you write any of this?

Commissioner Fahl: All of the members on the Steering Committee wrote this proposal.

Commissioner Harrelson: So you did have your hands on board to go into this document?

Commissioner Fahl: Yeah. Mayor, you were on the Steering Committee. We got input from you when you attended the meetings. We got input from everybody. This plan was a request to the National Parks Service. When they do plans, they gave community people help them develop the plan.

Mayor Forrister: I understand that, but you are presenting an item today, that you said that you shouldn't have recused yourself from. You don't think that is an issue?

Commissioner Fahl: It's not my plan.

Mayor Forrister: So why are you presenting it today?

CITY COMMISSION APRIL 12, 2023 REGULAR MEETING MINUTES

Commissioner Fahl: So I can answer some of the questions that were brought up at the last meeting.

Mayor Forrister: Then you should absolutely recuse yourself.

Commissioner Fahl: I am not going to recuse myself, so I don't know how you want to deal with it then.

City Attorney Rubin: The question of recusal is always at the discretion of each individual Commissioner, but I guess you always have to keep in mind a question of whether or not there is any appearance of the propriety when you make a decision.

Commissioner Fahl: According to the Government Conduct Act, it is only if you receive a financial benefit, and I am not.

City Attorney Rubin: I am not suggesting that it is a violation of the Governmental Conduct Act. I've always traditionally given the advice over the years that if there is something going on that would have the appearance from a member of the public of a position of propriety, I always say that it is a good idea to recuse yourself, but again, that is to the discretion of the Commissioner.

Commissioner Harrelson: So are you saying, if we as an individual have a vested interest in the subject coming before us, that you typically want to recuse yourself from the vote because you have a vested interest in it? Like a specialty group?

City Attorney Rubin: Legally, the Governmental Conduct Act is very narrowly written in state statute. If a proposed action is on the agenda which could directly influence or directly have an impact on your particular financial or property situation, then you are required to do so, if you have a conflict of interest. I however, always go a step further and tell the Commission and all of the boards, if there is an item on the agenda that there is a concern that a segment of the population would think that you cannot act fairly because you have an interest in something that was done in the particular topic.

City Manager Swingle: That is the key thing. Look at it as, you are a commissioner, and your next door neighbor is coming up on a kennel license, or a code enforcement issue, and you don't like that neighbor, or you like that neighbor, if your intention is skewed, and you are biased either way, you should recuse yourself.

Mayor Forrister: So legally, Commissioner Fahl I'm sure you are fine, but appearance wise, you are presenting an item, and then you are going to turn around and vote on it, when just today, I recused myself because I was related to somebody, and Mayor Pro-Tem recused himself because he spoke at a meeting.

Commissioner Fahl: This isn't a Jornada RC&D plan. Mayor you served on that steering committee. You got all of the emails and everything.

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Mayor Forrister: I will recuse myself if that is a perception. I am not presenting the item.

Mayor Pro-Tem Hechler: What if we go through the process, if you are going to present, and at the end depending on our discussion, you can decide if you wanted to recuse yourself or not. Will that work?

Commissioner Fahl: I probably won't.

City Attorney Rubin: We have already had two recusals today, so if the decision is made if someone is going to recuse themselves, I think they should do it before the discussion even happens.

Mayor Pro-Tem Hechler: We already had a presentation on this so we don't have to have another presentation. We can have someone else take the lead, and have discussions that way, and not have Merry Jo present.

Mayor Forrister: I think we tabled it because we wanted to get legal advice.

City Attorney Rubin: I was asked to look into some issues that were presented at the last meeting, so I drafted a letter, and it is in your packet. The letter may be perceived as if I do not recommend that you adopt the plan, and I did not mean to give that impression. If you take a look at the end of my letter, my conclusion was, going forth, I suggested that the proponents of this plan should meet with the city staff to discover the feasibility of undertaking the numerous projects in the plan. It is almost a matter of common sense that adopting the plan is going to involve more man power, and it is going to involve undertaking projects which may not have the expertise to pursue, and of course liability is always going to be more of an issue. There is always going to be more exposure, so those are things that are just common sense that I tried to put in my letter. I just went through different recommendations that were within the plan where this would come to life, and where there are different things that were recommended that we would have to consider that it would require more hiring and man power, etc.

Mayor Pro-Tem Hechler: There are a lot of people who should be recognized for their efforts in these things. This has been going on for several years now, and we have had community involvement at public meetings, and a lot of folks contributed to this overall masterplan, and it is important because it is a representation of what the community wanted. I am hoping that we will discuss it, and pass portions of this plan, if not all of the plan because I think it will benefit this community in the long run. I've had several conversations with folks who want things to do in this community when they come here. I looked at Jay's letter, and there is nothing in his letter that is astronomical. We don't have to adopt the boat act, but we do have to do something because if there is a drowning that is happening in the river, we have to be able to respond, so there has to be some training for our volunteer fireman or police staff or someone who is doing some sort of rescue. Anything that we do as far as grand applications should be approved by the Commission before it goes through so if this group is going to act on behalf of the city and apply for a grant, they should come to the Commission first, and tell us what

they are going to apply for and tell us what the matches are, what the grant is, and what our obligations are. I think we can have a discussion about that down the road and we can figure that out.

Mayor Forrister: This needs to be a draft plan. It needs to come before us, and we need to make modifications that the city feels are appropriate. I talked to the county and property owners on the other side of the river, and they have major concerns with the plan. One of the major trials goes through private property. Nobody has ever brought that up, but Turner Ranch can see that, and they have serious issues with it.

Commissioner Harrelson: Maybe all of those entities and everybody involved need to come and speak to us and talk about it at a round table discussion. Maybe that is what needs to happen.

Mayor Forrister: When we vote on this, we need to vote on what's best for the city. Not what is in the best interest of whatever group we belong to. I agree that we need to have a conversation with everybody who is involved.

Mayor Pro-Tem Hechler: There have been some substantial changes to the plan already. The plan will no longer be called a master plan. It will now be called a concept plan which I think releases some of that responsibility for us. Another thing that we should be aware of is that any public trail development on private land will be established through voluntary agreements between private land owners and a trail administrator or manager so if we do it with private land owners, it needs to be done as a contract. We have liability now at Rotary Park, and we are already inviting people to float that river and come out of that park so does enhancing that area and making it easier for folks to get out of the river enhance or liability or does it reduce our liability? Anything that happens within the river has to happen hand in hand with the bureau of reclamation, and I believe they are on board with trying to do some of those things. Those are the type of things that we need to change the wording of in the plan so we know that we are not obligated for and the appropriate entity that is identified to deal with it, and then hopefully we can pass a conceptual plan that guides us, but does not force us to go a certain direction.

Commissioner Mitchell: How is that plan related to the feasibility study?

Commissioner Fahl: Some members of the steering committee served on the steering committee for that. They only contacted our steering committee twice, but other than that they are not related. We used some of their information from their survey about what people were desiring to have, but nothing other than that.

City Manager Swingle: I think conceptually, the biggest difference is the feasibility study is trying to come up with development. The trails is not. They are trying to do the opposite. It is trails only. It is not said in the report, but we were there for the discussions. It was actually recommended that we buy that land so it could be used as

part of the trails network, and those things are just not doable by the city. We just don't have the money for it.

Mayor Pro-Tem Hechler: We should meet with the steering committee and handle each one of these items in Jay's letter. I think if we do approve this plan after the little hurdles here, then we could take little bites of the apple and we get through the process.

City Manager Swingle: I think that everyone has to lay their cards on the table. I think you need to be told yes, we plan on ultimately pursuing, or eliminating off road vehicle access in this adjacent area. These are the things that concern me the most. I suggest that you let staff bring everybody together, and once we can do that we can set up a public meeting, but there has to be some discussion before everyone comes in here.

Mayor Pro-Tem Hechler made a motion to table the approval of the Turtleback Trail Network Plan until we can develop a strategy to meet with the parties concerned so we can answer the questions that were presented by our attorney and then have a meeting further down the road. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

17. Discussion/Action: Approval of the FY 23/24 Subrecipient Grant Applications for Sierra County Historical Society (Geronimo Springs Museum).

Commissioner Fahl recused herself from this item as she is a member on the board.

City Manager Swingle: Sierra County Historical Society (Geronimo Springs Museum) is requesting \$5,000. This money has traditionally come from Lodgers Tax.

Don Armijo explained that this application for funding is for the purpose of city utilities at their facility.

Commissioner Mitchell made a motion to approve the FY 23/24 Subrecipient Grant Applications for Sierra County Historical Society (Geronimo Springs Museum) for \$5,000. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Destiny Mitchell, Commissioner voted aye
Hon. Shelly Harrelson, Commissioner voted aye
Hon. Amanda Forrister, Mayor voted aye
Hon. Rolf Hechler, Mayor Pro-Tem voted aye
Hon. Merry Jo Fahl, Commissioner recused herself from the vote.

Motion carried with a 4-0 vote and 1 recusal.

18. Discussion/Action: Approval of the FY 23/24 Subrecipient Grant Applications for The Club of Sierra County:

City Manager Swingle: The Club of Sierra County is requesting \$20,000. This would be funds from the general fund.

Sammy Luna reviewed the purpose of the Club, and explained why they are applying for funding. Most of their funding is through grants that Apple Tree holds, because they are considered a site for them, but they are trying to become self-sufficient to have their own funding.

Commissioner Fahl made a motion to table the approval of the FY 23/24 Subrecipient Grant Applications for The Club of Sierra County. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

19. Discussion/Action: Request of memorial donation for benches to be placed in city parks:

OJ Hechler, Community Services Director: This is for two memorial donation requests. Per policy, these requests have been reviewed by staff, and they have gone before our Recreation Advisory Board for recommendation. One of the benches is in honor of Coleen Davis from the Bountiful Alliance and the Farmers Market. She was the Farmers Market Manager from 2008-2020 and that will be engraved on the bench, and the bench will be put in at Ralph Edwards Park along the river. The other donation request is for a bench to be placed at the fish pond area. The reference on that one that says "*he loved his father and was a fisher of men*" does not quote a number or verse from the bible so we thought it would be ok for a park.

Commissioner Fahl made a motion to approve the request of memorial donation for benches to be placed in city parks. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Manager Swingle commended OJ on his recent certification as a certified pool operator.

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

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

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

22. Discussion/Action: Approval of Commercial Lease between Integrated Environment Services QOZB, LLC and the City of Truth or Consequences:

City Manager Swingle: This is the lease agreement to lease space for the Visitor Center. It is the space west of Bank of the Southwest by the parking lot. Gina requested a few things for the Center and Integrated Environment Services QOZB, LLC is going to accommodate them and design it the way they want it designed. We are getting the first 6 months' rent free of charge because they want to keep the properties at a certain dollar value per square ft. This will be paid with Lodgers Tax funding.

Commissioner Mitchell made a motion to approve the Commercial Lease between Integrated Environment Services QOZB, LLC and the City of Truth or Consequences. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

23. Discussion/Action: Approval of purchase of new Report Management System for the Police Department:

City Manager Swingle: This is the purchase request for the report management system for the Police Department. The costs and terms and conditions are included in the packet.

Mayor Pro-Tem Hechler made a motion to approve the purchase of the new report management system for the Police Department. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

24. Discussion/Action: Approval of the 22/23 Sierra County Recreation and Tourism Advisory Board Annual Contract:

City Manager Swingle: This is an annual request that we have had, certainly since I have been here, but I am sure that it has been going on for many, many years. They are requesting \$17,000. That is what we routinely funded them. This is also used through Lodgers Tax funding. I believe all of this goes to marketing, advertising, and promoting, so it meets the criteria. Any money that we invest in marketing and advertising for this region benefits Truth or Consequences, Williamsburg, Elephant Butte and the County.

Commissioner Fahl recused herself from this item as she is the city representative for that board.

Commissioner Mitchell made a motion to approve the 22/23 Sierra County Recreation and Tourism Advisory Board Annual Contract for \$17,000. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Destiny Mitchell, Commissioner voted aye

Hon. Shelly Harrelson, Commissioner voted aye

Hon. Amanda Forrister, Mayor voted aye

Hon. Rolf Hechler, Mayor Pro-Tem voted aye

Hon. Merry Jo Fahl, Commissioner recused herself from the vote.

Motion carried with a 4-0 vote and 1 recusal.

25. Discussion/Action: Amendment to the Water/Wastewater Pay Structure Plan:

City Manager Swingle commended Arnie Castaneda for his election to the New Mexico Rural Water Association, as well as getting elected to the executive board.

City Manager Swingle: If you recall, several months ago we had a consultant do an inspection of the Waste Treatment Plant, and they came up with a number of findings. Back in the day, we had a lot of employees in the water and wastewater department who had a level 2, 3, and 4 certifications. When those individuals left, we went away from that, and we only hired general laborers. Operationally we can't comply with the permit requirements in water or wastewater. Arnie can't be in all of the places he needs to be in a given day to ensure that those things that require a certain credential is onsite for that particular operation so he came up with a plan to phase in some of these positions over time. His request is for an increase in salary of about \$88,000 in wastewater, and a \$30,000 increase in water. The increase is for the credential levels that we need to have. We did it this way because all of the other positions are in the pay plan, and these are not because the positions do not exist.

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Commissioner Mitchell made a motion to approve the amendment of the Water/Wastewater Pay Structure Plan. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 2:21 p.m.

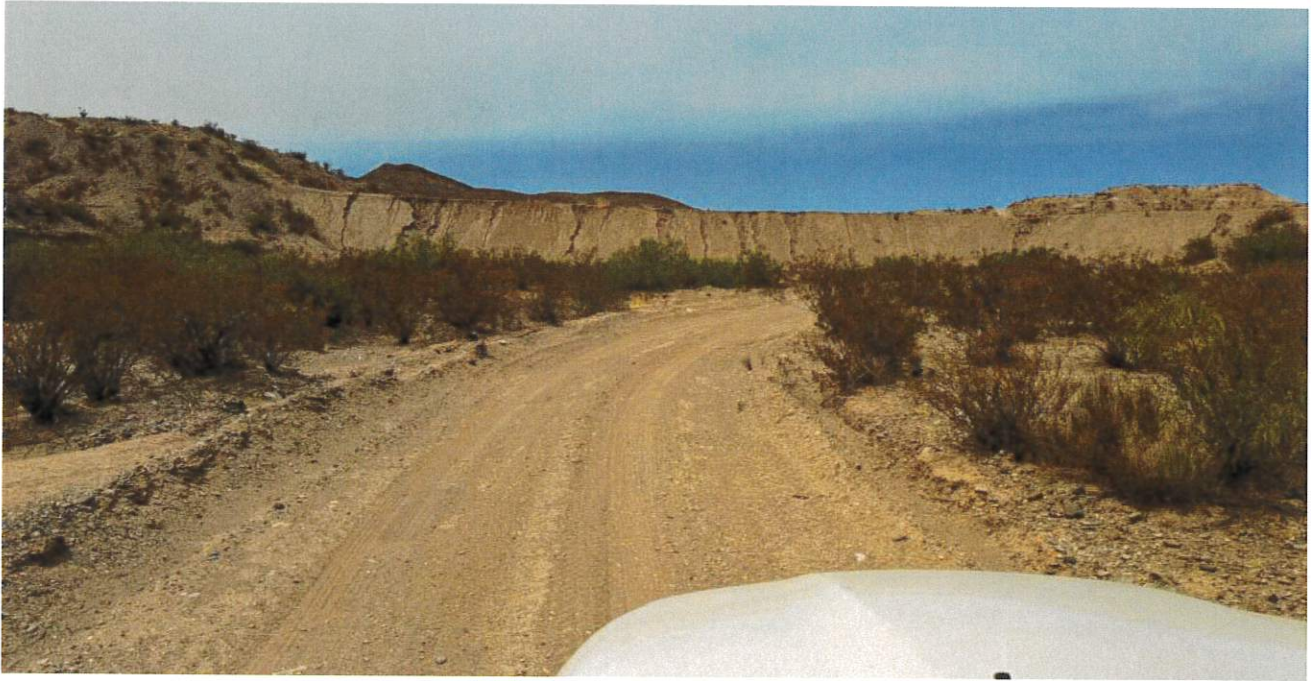
Passed and Approved this 10th day of May, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

Cantrell Dam
Hydrology And Hydraulics Report
Project Site: Lat. 33°7'50.9772"N, Long. 107°17'11.2776"W



Prepared for:
The City of Truth or Consequences

Prepared by:
Wilson & Company, Inc. Engineers & Architects
4401 Masthead Suite 150
Albuquerque, New Mexico 87109
(505) 348-4000

April 2023
WCEA File: 22-600-147-00



THE CITY OF TRUTH OR CONSEQUENCES

CANTRELL DAM HYDROLOGY AND HYDRAULICS REPORT

APRIL 2023

I, Glen Selover, do hereby certify that this report was prepared by me or under my direction and that I am a duly registered Professional Engineer under the laws of the State of New Mexico.

Glen Selover, P.E.
State of New Mexico P.E. No. 19273

4/5/2023

Date





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Appendix

Appendix A Exhibits

- A1 Overall Basin Map
- A2-A17 Basin Map
- A18 Hydrologic Soil Group
- A19 NRCS Land Use

Appendix B Hydrology

- B1-B4 Rainfall Information
- B5-B6 HEC-HMS Input Parameters
- B7 HEC-HMS Basin Map
- B8 HEC-HMS Results

Appendix C Hydraulics

- C1 Two Standpipes Dam Top of Riser Flows
- C2 Two Standpipes Dam Principal Spillway Culvert Flow
- C3 Two Standpipes Dam Riser Orifice Flow
- C4 Two Standpipes Auxiliary Spillway Flow for Trapezoidal Spillway
- C5 Two Standpipes Summary of Flows
- C6 Two Standpipes Stage Storage

Appendix D HEC-RAS Output

- D1 Existing 50-YR Two Standpipes Depth Map
- D2 Existing 50-YR Two Standpipes Depth Map Cook St.
- D3 Existing 50-YR Two Standpipes Velocity Map
- D4 Existing 50-YR Two Standpipes Velocity Map Cook St.
- D5 Existing 100-YR Two Standpipes Depth Map



- D6 Existing 100-YR Two Standpipes Depth Map Cook St.
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- D8 Existing 100-YR Two Standpipes Velocity Map Cook St.
- D9 Existing 50-YR Dam Breach Depth Map
- D10 Existing 50-YR Dam Breach Depth Map Cook St.
- D11 Existing 50-YR Dam Breach Velocity Map
- D12 Existing 50-YR Dam Breach Velocity Map Cook St.
- D13 Existing 100-YR Dam Breach Depth Map
- D14 Existing 100-YR Dam Breach Depth Map Cook St.
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- D16 Existing 100-YR Dam Breach Velocity Map Cook St.
- D17 Alternative #1 Structure Map
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- D20 Alternative #1 100-YR Two Standpipes Depth Map
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Appendix E Photos

E1 Photo Location Map

E2-E7 Photos

Appendix F Correspondence



1. General Project Information

1.1 Descriptions and Purpose

The City of Truth or Consequences authorized Wilson & Company, Inc., Engineers and Architects (WCI) to study the existing hydrology contributing to Cantrell Dam and analyze the capacity of downstream infrastructure. Cantrell Dam is located near the City of Truth or Consequences in Sierra County, New Mexico as shown in Vicinity Map in Figure 1. Cantrell Dam is 400-feet long and the dam top is 20-feet wide. The dam has a 30-feet auxiliary spill way and two 24-inch CMP standpipes in the dam pool, both structures outfall south towards a 10-foot diameter CMP under I-25.

Figure 1 Vicinity Map



1.2 Field Observation and Survey

WCI conducted a site visit of Cantrell Dam and downstream infrastructures on May 26, 2022. Only one of the two standpipes is functioning. The other is in poor condition, the orifice holes are damaged, and the pipe is clogged. The outlet of the one functioning pipe is more eroded due to the pipe passing all the flows. The front of the dam face shows signs of erosion. The 10-foot CMP culvert under I-25 is in good condition. The downstream channel shows signs of significant sedimentation following the large storm event in 2020. A new berm was constructed along Cook St. to prevent uncontained flows from flooding the area between Cook St and S Broadway St. The 3-10' x 4' concrete box culverts (CBC) under S Broadway St have 0.5 to 2 -feet of sediment build up. The channel downstream of the CBCs, to the final outfall of the Rio Grande is in good condition.

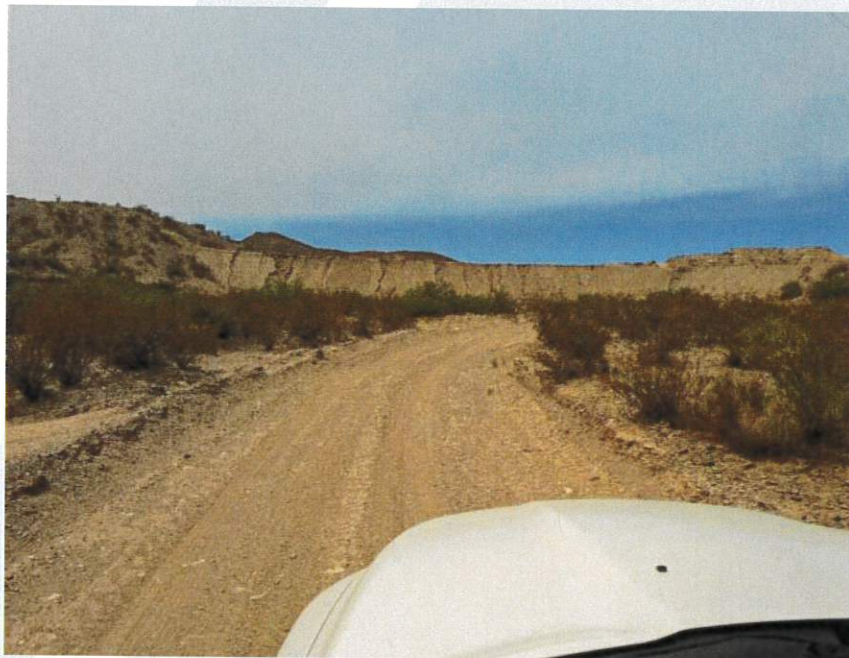


Survey data and aerial mapping of the dam and downstream infrastructure were completed by WCI. Cantrell Dam is located on land owned by the Bureau of Land Management (BLM) based data collected by surveyors from the title company and ownership report title.

Figure 2 Photo Showing Condition of Two Standpipes



Figure 3 Photo Showing Front Face of Cantrell Dam





1.3 FEMA Floodplains

The area downstream of Cantrell Dam is in a Federal Emergency Management Agency (FEMA) floodplain. The Flood Insurance Rate Maps (FIRM) for the National Flood Insurance Program (NFIP) are the City of Truth or Consequences New Mexico Sierra County (350073 0005 C), the Village of Williamsburg Sierra County (350074 0001 C), and Sierra County New Mexico Unincorporated Areas Panel 490 of 1150 (350071 0490 C) with effective date of 07/16/1996.

1.4 Coordination with BLM

WCI reached out to the BLM District Office in Las Cruces, NM regarding Cantrell Dam. A reply was received on February 27, 2023, from Donald McClure the Assistant District Manager. Donald's response stated "A records check showed no authorization for this structure was issued by BLM. BLM does not maintain this structure. If the City is interested in maintaining or reconstructing the structure, a Right-of-Way would be needed." A copy of the email can be found in Appendix F.

2. Hydrologic Analyses

The following sections describe the analysis for the 50-YR and 100-YR, 24-hour storm events under the existing dam storage capacity. The purpose of this analysis is to determine the 100-YR, 24-hour storm event peak flows and review the functionality of Cantrell Dam based on past flooding in the City of Truth or Consequences and the Village of Williamsburg.

2.1 Watershed Location and Area

Cantrell Dam is near the City of Truth or Consequences, Sierra County, New Mexico. Refer to Figure 1 Vicinity Map. Cantrell Dam is north of I-25 and the village of Williamsburg. The existing dam currently drains 0.757 square miles (484.3 acres) of contributing area to the north. The contributing basin generally drains from north to south. The contributing basin has steep slopes in the upstream areas with average slopes of approximately 60%. In the channels just upstream of the dam the average slope is approximately 6%.

2.2 Drainage Basin Delineation

The publicly available LiDAR data from the United States Geological Survey (USGS) and aerial mapping data collected by WCI were used to model existing topography for use in the development of the watershed basin boundaries. The USGS LiDAR data was used in the upstream areas and the aerial data collected by WCI was used from the dam pool to the outfall into the Rio Grande. The data was processed with Arc GIS utilizing the hydrology tools to delineate the preliminary basin boundaries. Basin boundaries were then edited and verified using aerial imagery and a field visit.

2.3 Rainfall Data and Distributions

The 50 and 100-YR rainfall depths were downloaded from the NOAA Atlas 14 website for the 24-hour storm event in accordance with the NMDOT Drainage Manual (DDM). Table 1 shows rainfall values used to define the frequency storm event. See page B1 Rainfall information in Appendix B.



Table 1 NOAA Precipitation Depths (in)

PRECIPITATION FREQUENCY ESTIMATES										
by duration for ARI (years):	1	2	5	10	25	50	100	200	500	1000
5-min:	0.209	0.271	0.363	0.434	0.53	0.607	0.687	0.77	0.884	0.976
10-min:	0.318	0.413	0.553	0.661	0.807	0.924	1.05	1.17	1.35	1.49
15-min:	0.395	0.512	0.685	0.819	1	1.15	1.3	1.45	1.67	1.84
30-min:	0.532	0.689	0.923	1.1	1.35	1.54	1.75	1.96	2.25	2.48
60-min:	0.659	0.853	1.14	1.37	1.67	1.91	2.16	2.42	2.78	3.07
2-hr:	0.746	0.96	1.28	1.54	1.91	2.2	2.53	2.87	3.37	3.78
3-hr:	0.791	1.01	1.33	1.59	1.96	2.26	2.59	2.94	3.44	3.87
6-hr:	0.899	1.14	1.48	1.75	2.13	2.44	2.77	3.12	3.62	4.04
12-hr:	0.998	1.26	1.62	1.9	2.29	2.6	2.93	3.28	3.76	4.16
24-hr:	1.22	1.53	1.92	2.24	2.69	3.07	3.49	3.95	4.63	5.21
2-day:	1.31	1.65	2.07	2.41	2.9	3.31	3.77	4.27	5.01	5.65
3-day:	1.42	1.78	2.22	2.59	3.12	3.56	4.06	4.61	5.44	6.14
4-day:	1.53	1.91	2.38	2.77	3.34	3.82	4.36	4.95	5.86	6.63
7-day:	1.77	2.21	2.73	3.16	3.77	4.28	4.84	5.45	6.35	7.12
10-day:	1.96	2.45	3.03	3.51	4.21	4.79	5.43	6.14	7.19	8.08
20-day:	2.5	3.12	3.81	4.35	5.11	5.73	6.4	7.1	8.11	8.95
30-day:	2.93	3.65	4.39	4.98	5.8	6.43	7.11	7.82	8.81	9.61
45-day:	3.51	4.35	5.2	5.86	6.76	7.46	8.18	8.93	9.96	10.8
60-day:	4.08	5.06	6.04	6.8	7.82	8.61	9.43	10.3	11.4	12.3

2.4 Soils Data and Runoff Curve Numbers, Runoff Coefficients

Soils information, including Hydrologic soil group (HSG) and land use type, were downloaded from the United State Geological Survey (USGS) Web Soil Survey (WSS) National Land Cover Database (NLCD) land cover data, respectively. See page A18 in Appendix A for hydrologic soil group exhibit. See Table 2 for the Curve Number Selection Table.

Table 2 Curve Number Selection

NRCS Cover Type	2016 NLCD Type	NLCD Value	Curve Numer for Hydrologic Soil Group			
			A	B	C	D
Barren Rock and Open Water	Open Water	11	98	98	98	98
Barren Rock and Open Water	Perrenial Ice/Snow	12	98	98	98	98
Open Space, Poor Condition (Grasss Cover < 50%)	Developed, Open Space	21	68	79	86	89
Residential Districts (1/3 acre lots)	Developed, Low intensity	22	57	72	81	86
Residential Districts (1/4 acre lots)	Developed, Medium intensity	23	61	75	83	87
Industrial	Developed, High Intensity	24	81	88	91	93
Barren Rock and Open Water	Barren Land (Rock/Sand/Clay)	31	98	98	98	98
Woods - Fair (Woods are Grazed but not burned, Some Forrest Litter)	Deciduous Forest	41	36	60	73	79
Woods Grass Combo - Fair (50% to 75% Cover)	Evergreen Forest	42	43	65	76	82
Woods - Fair (Woods are Grazed but not burned, Some Forrest Litter)	Mixed Forest	43	36	60	73	79
Desert Shrub - Poor (<30% Ground Cover)	Shrub Scrub	52	63	77	85	88
Herbaceous - Poor (<30% Ground Cover)	Grassland/Herbaceous	71	63	80	87	93
Meadow - Continous Grass, Protected from Grazing and generally mowed for Hay	Pasture/Hay	81	30	58	71	78
Row Crops - Contoured, Poor Condition	Cultivated Crops	82	70	79	84	88
Barren Rock and Open Water	Woody Wetlands	90	98	98	98	98
Barren Rock and Open Water	Emergent Herbaceous Wetlands	95	98	98	98	98



2.5 Time of Concentration and Lag Time Computations

Time of Concentration was computed based on criteria set for in the DDM. Drainage flow paths were set into three different categories.

- Sheet Flow – flow over plane surfaces, first 100 feet of flow.
- Shallow Concentrated Flow – Flow concentrated in gullies and swales (Curb and Gutter), next 2000 feet of flow.
- Channel Flow – gullying evident in more than 10% of the primary watercourse, remainder of flow

Sheet flow travel times were calculated using a simplified version of the Manning's Kinematic Equation:

$$Tt = \frac{0.007(nl)^{0.8} * 60}{(P_2)^{0.5} S^{0.4}}$$

Where:

Tt = Travel Time, minutes

n = Mannings Roughness Coefficient, Per NMDOT table 402 – 7

l = sheet flow length, ft (100 ft typical)

P₂ = 2 – year, 24 – hour rainfall, in (1.36 inches)

S = slope, $\frac{ft}{ft}$

Shallow Concentrated flow travel times were computed using the upland method:

$$Tt = \frac{L}{60 * V}$$

Where:

Tt = Travel Time, minutes

l = Shallow Concentrated flow length, ft

V = average velocity, $\frac{ft}{sec}$

Channel flow travel times were calculated using the Kirpich Equation:

$$Tt = 0.0078 * L^{0.77} * S^{-0.385}$$

Where:

Tt = Travel Time, minutes

l = maximum length of water travel, ft

S = surface slope, $\frac{ft}{ft}$



Velocities were calculated using equations from Table 402-8 from the DDM. For the shallow concentrated reach lengths the Nearly Bare and Untilled (overland flow); and Alluvial Fans in Western Mountain Regions land use type was selected. The three travel times were then added together to get a total time of concentration. A minimum time of concentration of 10 minutes was used per the DDM. Appendix B shows a summary of the time of concentration values.

2.6 Hydrologic Model Methodology

The U.S. Army Corps. of Engineers (USACE) Hydrologic Modeling System (HEC-HMS) V 4.8 was used in the analysis. The basins' geometry information is inputted into HEC-HMS basin models as "Two Standpipes" and "Dam Breach" to represent the current conditions with both standpipes functioning and a proposed condition with the dam breached. Two different conditions modeled in HEC-HMS. The first condition is assuming the current dam has its maintenance concerns addressed and continues to provide detention. The maintenance concerns include the cleaning out and repairing the standpipes, so both are functioning. This condition is called "Two Standpipes". The other condition is proposing the dam is breached and no more detention will be provided. This condition is called "Dam Breach". The basin schematic from HEC-HMS is in Appendix B, page B-7. Appendix B also contains the HEC-HMS input calculations and results.

2.7 HEC-HMS Results

The peak discharges and volumes of the basins can be seen in Table 3. The maximum elevation in the dam pool is 4397.3 feet for the 100-YR event, and the auxiliary spillway crest is at 4396 feet. The auxiliary spillway is in effect for both the 50 and 100-YR events. See Section 3.1 for determination of the rating curve for the outfall structure of the dam. See Appendix B for a full summary of the output from HEC-HMS.

Table 3 100-YR HEC-HMS Results

ID	Area		Dam Breach			Two Standpipes		
	ac	sq. mi.	Peak Discharge	Time of Peak	Volume	Peak Discharge	Time of Peak	Volume
			cfs		ac-ft	cfs		ac-ft
C-101	59.65	0.09	37.9	06:35	4.7	37.9	06:35	4.7
C-102	92.86	0.15	47.6	06:30	5.8	47.6	06:30	5.8
C-103	484.29	0.76	305.0	06:35	38.3	305.0	06:35	38.3
C-104	16.19	0.03	7.4	06:20	0.8	7.4	06:20	0.8
C-105	36.29	0.06	27.7	06:25	2.9	27.7	06:25	2.9
C-201	20.03	0.03	23.2	06:25	2.2	23.2	06:25	2.2
C-202	39.36	0.06	18.7	06:25	2.1	18.7	06:25	2.1
C-203	18.69	0.03	13.0	06:25	1.4	13.0	06:25	1.4
C-301	50.94	0.08	21.7	06:35	3.0	21.7	06:35	3.0
C-401	27.14	0.04	26.7	06:45	3.7	26.7	06:45	3.7



3. Hydraulic Analyses

3.1 Existing Dam Properties

The existing dam outlets consist of a principal spillway and an auxiliary spillway. The existing principal spillway is 2–24-inch CMP standpipes. Each standpipe has four 8-inch orifices at varying elevations along the standpipes. Currently, one of the standpipes is blocked with sediment and the pipe is damaged. The earthen auxiliary spillway is a trapezoidal section with a crest elevation of 4396 feet. The section has a 20' bottom width, 2.50:1 side slope, and a 30' crest length. See Table 4 for the stage storage and see Table 5 for the existing principal and auxiliary spillways' rating table.

Table 4 Cantrell Dam Stage Storage

Existing Volume						Notes
Elevation	Area		Volume			
FT	SF	AC	CF	ACFT - Interval	ACFT - Cumulative	
4,382.0	0	0.0	0	0.00	0.0	Spillway Elevation
4,383.0	20	0.0	10	0.00	0.0	
4,384.0	299.62	0.0	160	0.00	0.0	
4,385.0	1,350.42	0.0	825	0.02	0.0	
4,386.0	2,687.94	0.1	2019	0.05	0.1	
4,387.0	6,192.54	0.1	4440	0.10	0.2	
4,388.0	11,278.33	0.3	8735	0.20	0.4	
4,389.0	17,592.90	0.4	14436	0.33	0.7	
4,390.0	23,387.76	0.5	20490	0.47	1.2	
4,391.0	28,602.56	0.7	25995	0.60	1.8	
4,392.0	33,824.95	0.8	31214	0.72	2.5	
4,393.0	39,001.07	0.9	36413	0.84	3.3	
4,394.0	44,024.84	1.0	41513	0.95	4.3	
4,395.0	50,968.13	1.2	47496	1.09	5.4	
4,396.0	83,061.49	1.9	67015	1.54	6.9	
4,397.0	105,710.55	2.4	94386	2.17	9.1	
4,398.0	125,236.03	2.9	115473	2.65	11.7	
4,399.0	147,455.02	3.4	136346	3.13	14.9	
4,400.0	164,839.78	3.8	156147	3.58	18.4	
4,401.0	181,270.28	4.2	173055	3.97	22.4	
4,402.0	203,103.42	4.7	192187	4.41	26.8	Top of Embankment



Table 5 Cantrell Dam Outfall Rating Curve

WSEL	Existing Storage	Principle Riser Orifice Flows	Principle Top of Riser Flows+ Orifice Flows	Principle 2-24" Pipe Flows	Principle Spillway	Auxiliary Spillway	Total Flow	Notes
(ft)	Acre-Feet	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	
4382	0.0	0.0	0.0	11.9	0.0	0.0	0.0	Controlled by Tower
4383	0.0	0.0	0.0	32.0	0.0	0.0	0.0	
4384	0.0	0.0	0.0	51.8	0.0	0.0	0.0	
4385	0.0	0.0	0.0	61.5	0.0	0.0	0.0	
4386	0.1	3.2	3.2	63.0	3.2	0.0	3.2	
4387	0.2	4.9	4.9	66.0	4.9	0.0	4.9	
4388	0.4	7.6	7.6	68.8	7.6	0.0	7.6	
4389	0.7	11.3	11.3	71.6	11.3	0.0	11.3	
4390	1.2	13.7	13.7	74.3	13.7	0.0	13.7	
4391	1.8	19.7	19.7	76.9	19.7	0.0	19.7	
4392	2.5	24.3	24.3	79.4	24.3	0.0	24.3	
4393	3.3	28.7	28.7	81.8	28.7	0.0	28.7	
4393.78	3.3	32.1	32.1	83.6	32.1	0.0	32.1	
4393.90	3.3	32.6	33.3	83.9	33.3	0.0	33.3	
4394	4.3	32.9	34.8	84.1	34.8	0.0	34.8	
4394.31	4.3	34.1	41.1	84.9	41.1	0.0	41.1	
4394.50	4.3	34.7	47.4	85.3	47.4	0.0	47.4	Auxiliary Spillway Crest
4395	5.4	36.4	60.8	86.4	60.8	0.0	60.8	
4396	6.9	39.5	74.6	88.7	74.6	0.0	74.6	Controlled by 24"
4397	9.1	42.3	85.6	90.9	85.6	53.6	139.2	
4398	11.7	44.9	95.0	93.0	93.0	197.5	290.5	
4399	14.9	47.4	103.5	95.1	95.1	406.8	501.8	
4400	18.4	49.7	111.2	97.1	97.1	681.0	778.1	
4401	22.4	51.9	118.4	99.1	99.1	1021.9	1121.0	
4402	26.8	54.1	125.2	101.1	101.1	1432.0	1533.0	Dam Crest

The rating curve used in HEC-HMS to route the flood through the existing outflow structures during the 100-YR storm event is a combination of the principal and auxiliary spillway flows and is shown in Table 6.

Based on the Rules and Regulations Governing Dam Design, Construction, and Dam Safety from the Office of the State Engineer (OSE) Cantrell Dam does not meet the criteria to be classified as a jurisdictional dam. The dam height from the front face is approximately 35-feet, and the storage capacity below the spillway is 6.9 acre-feet. The storage capacity for Cantrell dam is below the 15 acre-feet minimum for jurisdictional dams.



Table 6 Cantrell Dam Outfall Rating Curve Used in HEC-HMS

WSEL	Existing Storage	Total Flow	Notes
(ft)	Acre-Feet	(cfs)	
4382	0.0	0.0	Controlled by Tower
4383	0.0	0.0	
4384	0.0	0.0	
4385	0.0	0.0	
4386	0.1	3.2	
4387	0.2	4.9	
4388	0.4	7.6	
4389	0.7	11.3	
4390	1.2	13.7	
4391	1.8	19.7	
4392	2.5	24.3	
4393	3.3	28.7	
4393.78	3.3	32.1	
4393.90	3.3	33.3	
4394	4.3	34.8	
4394.31	4.3	41.1	
4394.50	4.3	47.4	
4395	5.4	60.8	
4396	6.9	74.6	Auxiliary Spillway Crest
4397	9.1	139.2	Max Height for 100-YR
4397.3	9.8	184.5	
4398	11.7	290.5	Controlled by 24"
4399	14.9	501.8	
4400	18.4	778.1	
4401	22.4	1121.0	Dam Crest
4402	26.8	1533.0	

3.2 Hydraulic Modeling Methodology

The U.S. Army Corps. of Engineers (USACE) River Analysis System (HEC-RAS) V 6.0 was used in the analysis. Both the existing and proposed conditions were modeled using HEC-RAS 2D. The basin schematic from HEC-HMS is in Appendix B, page B-7. Appendix B also contains the HEC-HMS input calculations and results.



3.3 HEC-RAS Results

3.3.1 Existing Conditions

Following the large storm event in 2020 a berm was constructed on the south side of the intersection of Cook Street and Hyde Street. The purpose of the berm was to keep flows downstream of Cantrell Dam in the channel and not impact the Sierra County Fairgrounds. The terrain data collected by WCI includes this newly constructed berm and is included in the existing condition HEC-RAS model. For both the two standpipes and dam breach models the berm keeps flows in the channel and protects the areas downstream of Cook Street. With the berm in place, Cook Street is inundated with 2 feet of water for the 100-YR event assuming Cantrell Dam provides detention. If Cantrell Dam were to be breached, and without further infrastructure improvements to Cook Street, then the inundation of nearby properties would increase by 0.25-0.50 feet. Downstream of Cook Street, the flows are contained within the existing channels and the 3-10' x 4' CBCs at S Broadway Street have capacity for the 100-YR storm event even with the dam breach condition. Based on this, the proposed alternative will focus on the area near the Cook Street crossing and provide a more long-term solution than the newly constructed berm.

The contributing basin to the east, Basin C-105, drains to S Broadway Street and this flow inundates the baseball fields, Louis Armijo Sports Complex, with 0.25-0.50 feet of water, with a velocity of less than one foot per second. This inundation is not related to Cantrell Dam.

3.3.2 Alternative #1

Alternative #1 includes the construction of a 12' x 5' CBC, channel grading, and raising the roadway surface along Cook Street. The goal of this alternative is to keep flows downstream of Cantrell Dam out of the driving surface and from inundating nearby properties. Cook Street will be raised 4 feet through the existing low water crossing area and accommodate existing driveways. The raised roadway surface will act as a berm to keep flows contained in the channel and provide cover for the CBC. The new upstream channel section is a 10-foot bottom trapezoidal concrete channel with 4:1 side slopes. At the entrance of the CBC, the channel will be lowered 5 feet to minimize the slope in the CBC. Energy dissipation will need to be provided in the drop.

Alternative #1 includes the construction of a proposed storm drain to mitigate flooding of residential housing on Henson Street and the baseball fields located south of S Broadway Street. Currently, in the northwest corner of the intersection of City Street and Henson Street, the downstream channel for Basin C-105 ends and the channel flow drains into Henson Street to convey south towards S Broadway Street. In Alternative #1, the 125-foot section of channel upstream of the intersection of City Street and Henson Street will be improved with 5-foot bottom width trapezoidal channel. The offsite flows will no longer drain into Henson Street, the existing channel will connect to a 36" storm drain. The storm drain will outfall to the existing channel downstream of Cantrell Dam. A berm was modeled at the inlet of the storm drain to contain the two feet of head. This will reduce the inundation in Henson Street and the



downstream infrastructure, including the baseball fields. Additionally, a secondary channel is recommended on the north side of S Broadway St to capture the runoff in the area south of the proposed storm drain. The secondary channel will reduce flows in S Broadway St and the baseball fields. See Figure 4 for an overview of Alternative #1 and Appendix D, pages D17 and D18 for additional details.

Figure 4 Alternative #1 Layout at Cook Street





4. Conceptual Cost Estimate and Recommendation Descriptions

See Table 7 for a Conceptual Cost Estimate for the alternative described above.

Table 7 Conceptual Cost Estimate

CANTRELL DAM DOWNSTREAM CHANNEL IMPROVEMENTS CONCEPTUAL ESTIMATE

ITEM NO.	SUMMARY OF QUANTITIES			ENGINEERS ESTIMATE		LOCATION
	ITEM	UNIT	QTY	UNIT PRICE	COST	
1	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	GENERAL
2	BORROW	CY	2,132	\$ 16.00	\$ 34,110.56	GENERAL
3	UNCLASSIFIED EXCAVATION	CY	712	\$ 12.00	\$ 8,538.48	GENERAL
4	36" CULVERT PIPE	LF	761	\$ 210.00	\$ 159,902.40	STORM DRAIN FOR HENSON ST
5	STRUCTURAL CONCRETE, CLASS AA	CY	1,200	\$ 1,000.00	\$ 1,200,000.00	CHANNEL IMPROVEMENTS AND CBC
6	RIPRAP, NMDOT CLASS D	CY	488	\$ 240.00	\$ 117,120.00	EROSION PROTECTION

SubTotal:		\$ 1,549,671.44
Contingency	10.00%	\$ 154,967.14
TOTAL:		\$ 1,704,638.58
Tax	6.4375%	\$ 99,760.10
TOTAL with Tax:		\$ 1,804,398.68

The existing Cantrell Dam has no plans or documentation to certify its design. If the City of Truth or Consequences were to follow the option presented by BLM to purchase a Right-of-Way and maintain or reconstruct the dam, then the city will need to provide the missing certification. This would entail demolishing the existing dam and designing a new dam to meet OSE regulations. The estimated construction costs for this effort would be approximately \$4-6 million plus \$1.5-2 million for channel improvements required with or without the dam. The new dam design would need to be significantly larger than the existing dam in order to provide justification for the reconstruction costs. It should be noted that downstream channel improvements would still be required.

The purpose of breaching a dam according to section 19.25.12.11 and 19.25.12.20 of the New Mexico Administrative Code (NMAC) is to safely pass the 100-YR 24-HR discharge without attenuation. The abandonment of Cantrell Dam is a risk to the city and neighboring communities. The possibility of dam failure from sedimentation or bank instability would convey a much larger flows than a breached dam due to the larger volume of water being impounded by an aging embankment and outfall structures. In the event of a dam failure all the water stored behind the dam will be released instantaneously and overwhelm downstream flood protection infrastructure. Formally breaching the dam will prevent this type of incident for the City of Truth or Consequences and the Village of Williamsburg and save these communities from paying maintenance costs for structures providing minimal benefits. The approximate cost for a dam breach is \$0.5-1 million. This cost includes the earthwork to remove a portion of the dam embankment, bank stability for the newly exposed earth, and sediment control to replace the existing detention provided by the dam pool. Additionally, a sediment trap could be incorporated into the dam breach design to reduce transport of sediment downstream.



5. Summary and Recommendations

The purpose of this report is to determine the 100-YR, 24-hour storm event, review the functionality of Cantrell Dam, and propose a design to mitigate flooding in the areas downstream of Cantrell Dam in the City of Truth or Consequences and the Village of Williamsburg. Based on the hydraulic modeling results from HEC-RAS the main area of concern is Cook Street. This is the location during the large storm events in 2020 where the downstream flows from Cantrell Dam overtopped the channel and flooded portions of Truth or Consequences and Williamsburg. The proposed alternative consists of channel improvements and installation of a 12' x 5' CBC under Cook Street with roadway grading. This option conveys the 100-YR, 24-hour storm event flows for both the breached and existing detention scenarios. Additionally, this alternative reduces impacts to downstream properties by conveying flows to the existing channel southwest of Cook Street. Based on the analysis and per OSE rules and regulations, currently Cantrell Dam does not meet the criteria to be classified as a jurisdictional dam. The breach of Cantrell Dam would need to be in accordance with section 19.25.12.11 and 19.25.12.20 of the NMAC.

From the coordination with BLM, the maintenance or reconstruction would be the responsibility of the City of Truth or Consequences. Breaching the dam removes the cost associated with maintaining and the risk of a dam failure. An additional benefit of breaching Cantrell Dam is funding can go towards improving infrastructure in the communities of Truth or Consequences and Williamsburg rather than maintaining a dam outside of the community. In addition to breaching the existing dam embankment a sediment trap can be installed to provide sediment removal. Based on the conceptual cost estimate above, the combined cost for breaching the dam and improving the downstream infrastructure is approximately \$2-3 million. The other factor to consider is time. It can take 2-3 years for a design to go through the OSE process and get approval before construction can begin. The general maintenance of Cantrell Dam will not provide the same benefits to the downstream communities as the channel improvements described in the alternative in this report. The improvements needed for Cantrell Dam to justify its reconstruction would include the enlargement of the dam pool to provide a greater reduction of flows, new outfall structures, and new dam embankment. These improvements to Cantrell Dam itself would incur greater costs than the channel improvements and bring it under the jurisdiction of the OSE, which will incur more costs and responsibility for the City of Truth or Consequences.

6. References

Drainage Design Manual, New Mexico Department of Transportation, July 2018

Rules and Regulations Governing Dam Design, Construction, and Dam Safety, Office of the State Engineer, December 2010

Appendix A Exhibits

A1 Overall Basin Map

A2-A17 Basin Map

A18 Hydrologic Soil Group

A19 NRCS Land Use



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 12, 2023

Agenda Item #: I.1

SUBJECT: Discussion/Action – Approve the Cantrell Dam Hydrology and Hydraulics Report

DEPARTMENT: Community Development

DATE SUBMITTED: April 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Glen Selover & Stephen Ingles-Garcia Wilson & Company, Inc.

Summary/Background:

The City of Truth or Consequences authorized Wilson & Company, Inc. to study the existing hydrology contributing to Cantrell Dam and analyze the capacity of downstream infrastructure. The purpose of this report is to determine the 100-YR, 24-hour storm event, review the functionality of Cantrell Dam, and propose a design to mitigate flooding in the areas downstream of Cantrell Dam in the City of Truth or Consequences and the Village of Williamsburg

Recommendation:

Approve Cantrell Dam Hydrology and Hydraulics Report

Attachments:

- Cantrell Dam Hydrology and Hydraulics Report
-

Fiscal Impact (Finance): Yes

City was awarded \$825,000.00 WTB Funding 6/2021. Part of the funding is allocated to this plan

Legal Review (City Attorney): Choose an item

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

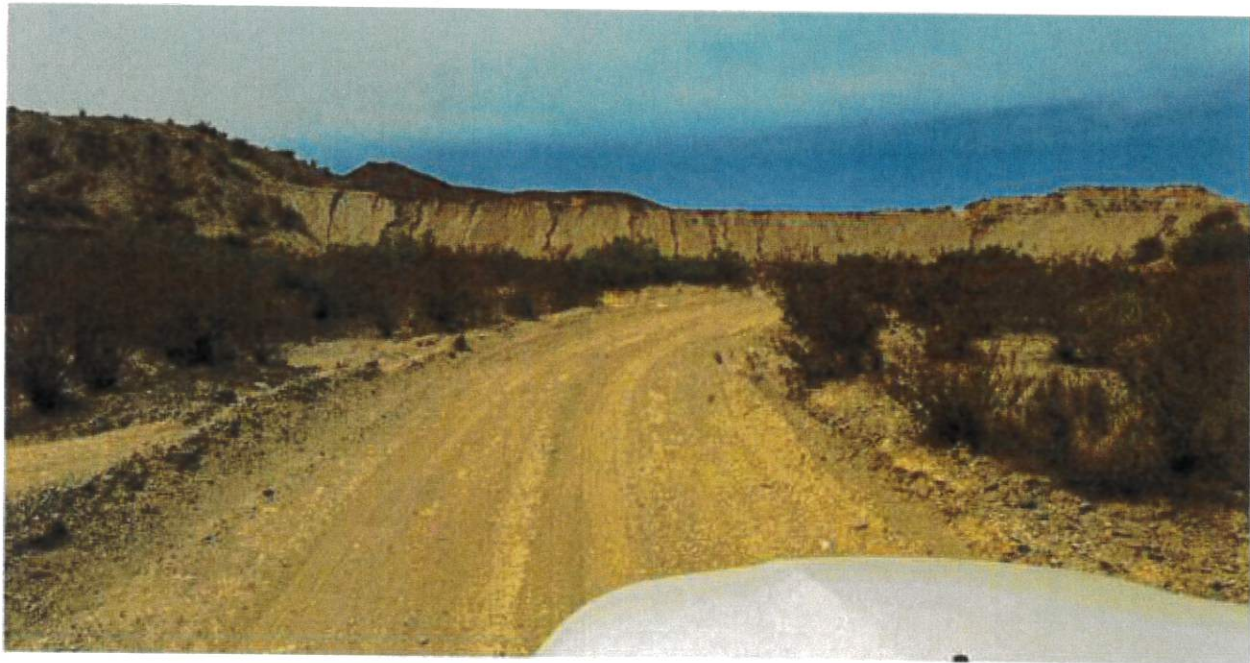
Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-12-2023

Cantrell Dam
Hydrology And Hydraulics Report
Project Site: Lat. 33°7'50.9772"N, Long. 107°17'11.2776"W



Prepared for:
The City of Truth or Consequences

Prepared by:
Wilson & Company, Inc. Engineers & Architects
4401 Masthead Suite 150
Albuquerque, New Mexico 87109
(505) 348-4000

April 2023
WCEA File: 22-600-147-00



THE CITY OF TRUTH OR CONSEQUENCES

CANTRELL DAM HYDROLOGY AND HYDRAULICS REPORT

APRIL 2023

I, Glen Selover, do hereby certify that this report was prepared by me or under my direction and that I am a duly registered Professional Engineer under the laws of the State of New Mexico.

Glen Selover, P.E.
State of New Mexico P.E. No. 19273

4/5/2023

Date





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Appendix

Appendix A Exhibits

- A1 Overall Basin Map
- A2-A17 Basin Map
- A18 Hydrologic Soil Group
- A19 NRCS Land Use

Appendix B Hydrology

- B1-B4 Rainfall Information
- B5-B6 HEC-HMS Input Parameters
- B7 HEC-HMS Basin Map
- B8 HEC-HMS Results

Appendix C Hydraulics

- C1 Two Standpipes Dam Top of Riser Flows
- C2 Two Standpipes Dam Principal Spillway Culvert Flow
- C3 Two Standpipes Dam Riser Orifice Flow
- C4 Two Standpipes Auxiliary Spillway Flow for Trapezoidal Spillway
- C5 Two Standpipes Summary of Flows
- C6 Two Standpipes Stage Storage

Appendix D HEC-RAS Output

- D1 Existing 50-YR Two Standpipes Depth Map
- D2 Existing 50-YR Two Standpipes Depth Map Cook St.
- D3 Existing 50-YR Two Standpipes Velocity Map
- D4 Existing 50-YR Two Standpipes Velocity Map Cook St.
- D5 Existing 100-YR Two Standpipes Depth Map



- D6 Existing 100-YR Two Standpipes Depth Map Cook St.
- D7 Existing 100-YR Two Standpipes Velocity Map
- D8 Existing 100-YR Two Standpipes Velocity Map Cook St.
- D9 Existing 50-YR Dam Breach Depth Map
- D10 Existing 50-YR Dam Breach Depth Map Cook St.
- D11 Existing 50-YR Dam Breach Velocity Map
- D12 Existing 50-YR Dam Breach Velocity Map Cook St.
- D13 Existing 100-YR Dam Breach Depth Map
- D14 Existing 100-YR Dam Breach Depth Map Cook St.
- D15 Existing 100-YR Dam Breach Velocity Map
- D16 Existing 100-YR Dam Breach Velocity Map Cook St.
- D17 Alternative #1 Structure Map
- D18 Alternative #1 Structure Profile
- D19 Alternative #1 50-YR Two Standpipes Depth Map
- D20 Alternative #1 100-YR Two Standpipes Depth Map
- D21 Alternative #1 50-YR Dam Breach Depth Map
- D22 Alternative #1 100-YR Dam Breach Depth Map

Appendix E Photos

E1 Photo Location Map

E2-E7 Photos

Appendix F Correspondence



1. General Project Information

1.1 Descriptions and Purpose

The City of Truth or Consequences authorized Wilson & Company, Inc., Engineers and Architects (WCI) to study the existing hydrology contributing to Cantrell Dam and analyze the capacity of downstream infrastructure. Cantrell Dam is located near the City of Truth or Consequences in Sierra County, New Mexico as shown in Vicinity Map in Figure 1. Cantrell Dam is 400-feet long and the dam top is 20-feet wide. The dam has a 30-feet auxiliary spill way and two 24-inch CMP standpipes in the dam pool, both structures outfall south towards a 10-foot diameter CMP under I-25.

Figure 1 Vicinity Map



1.2 Field Observation and Survey

WCI conducted a site visit of Cantrell Dam and downstream infrastructures on May 26, 2022. Only one of the two standpipes is functioning. The other is in poor condition, the orifice holes are damaged, and the pipe is clogged. The outlet of the one functioning pipe is more eroded due to the pipe passing all the flows. The front of the dam face shows signs of erosion. The 10-foot CMP culvert under I-25 is in good condition. The downstream channel shows signs of significant sedimentation following the large storm event in 2020. A new berm was constructed along Cook St. to prevent uncontained flows from flooding the area between Cook St and S Broadway St. The 3-10' x 4' concrete box culverts (CBC) under S Broadway St have 0.5 to 2 -feet of sediment build up. The channel downstream of the CBCs, to the final outfall of the Rio Grande is in good condition.

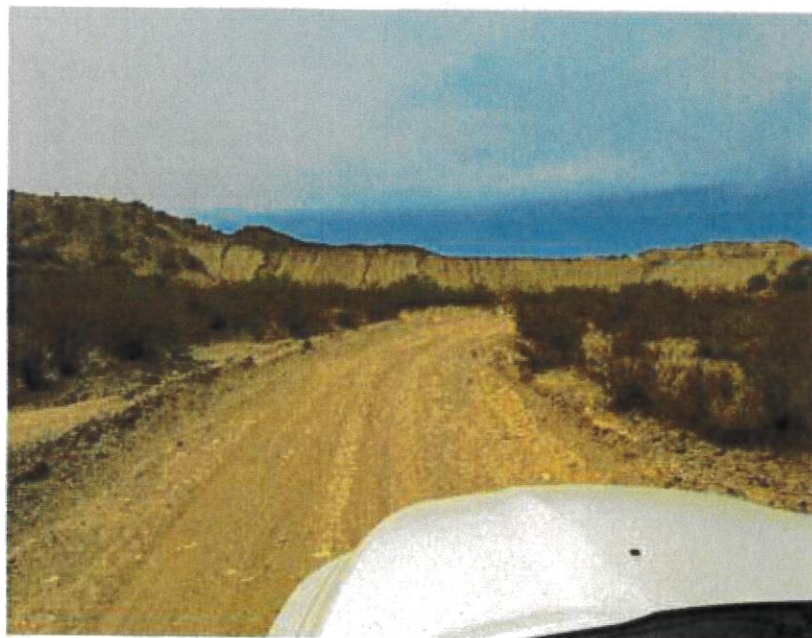


Survey data and aerial mapping of the dam and downstream infrastructure were completed by WCI. Cantrell Dam is located on land owned by the Bureau of Land Management (BLM) based data collected by surveyors from the title company and ownership report title.

Figure 2 Photo Showing Condition of Two Standpipes



Figure 3 Photo Showing Front Face of Cantrell Dam





1.3 FEMA Floodplains

The area downstream of Cantrell Dam is in a Federal Emergency Management Agency (FEMA) floodplain. The Flood Insurance Rate Maps (FIRM) for the National Flood Insurance Program (NFIP) are the City of Truth or Consequences New Mexico Sierra County (350073 0005 C), the Village of Williamsburg Sierra County (350074 0001 C), and Sierra County New Mexico Unincorporated Areas Panel 490 of 1150 (350071 0490 C) with effective date of 07/16/1996.

1.4 Coordination with BLM

WCI reached out to the BLM District Office in Las Cruces, NM regarding Cantrell Dam. A reply was received on February 27, 2023, from Donald McClure the Assistant District Manager. Donald's response stated "A records check showed no authorization for this structure was issued by BLM. BLM does not maintain this structure. If the City is interested in maintaining or reconstructing the structure, a Right-of-Way would be needed." A copy of the email can be found in Appendix F.

2. Hydrologic Analyses

The following sections describe the analysis for the 50-YR and 100-YR, 24-hour storm events under the existing dam storage capacity. The purpose of this analysis is to determine the 100-YR, 24-hour storm event peak flows and review the functionality of Cantrell Dam based on past flooding in the City of Truth or Consequences and the Village of Williamsburg.

2.1 Watershed Location and Area

Cantrell Dam is near the City of Truth or Consequences, Sierra County, New Mexico. Refer to Figure 1 Vicinity Map. Cantrell Dam is north of I-25 and the village of Williamsburg. The existing dam currently drains 0.757 square miles (484.3 acres) of contributing area to the north. The contributing basin generally drains from north to south. The contributing basin has steep slopes in the upstream areas with average slopes of approximately 60%. In the channels just upstream of the dam the average slope is approximately 6%.

2.2 Drainage Basin Delineation

The publicly available LiDAR data from the United States Geological Survey (USGS) and aerial mapping data collected by WCI were used to model existing topography for use in the development of the watershed basin boundaries. The USGS LiDAR data was used in the upstream areas and the aerial data collected by WCI was used from the dam pool to the outfall into the Rio Grande. The data was processed with Arc GIS utilizing the hydrology tools to delineate the preliminary basin boundaries. Basin boundaries were then edited and verified using aerial imagery and a field visit.

2.3 Rainfall Data and Distributions

The 50 and 100-YR rainfall depths were downloaded from the NOAA Atlas 14 website for the 24-hour storm event in accordance with the NMDOT Drainage Manual (DDM). Table 1 shows rainfall values used to define the frequency storm event. See page B1 Rainfall information in Appendix B.



Table 1 NOAA Precipitation Depths (in)

PRECIPITATION FREQUENCY ESTIMATES										
by duration for ARI (years):	1	2	5	10	25	50	100	200	500	1000
5-min:	0.209	0.271	0.363	0.434	0.53	0.607	0.687	0.77	0.884	0.976
10-min:	0.318	0.413	0.553	0.661	0.807	0.924	1.05	1.17	1.35	1.49
15-min:	0.395	0.512	0.685	0.819	1	1.15	1.3	1.45	1.67	1.84
30-min:	0.532	0.689	0.923	1.1	1.35	1.54	1.75	1.96	2.25	2.48
60-min:	0.659	0.853	1.14	1.37	1.67	1.91	2.16	2.42	2.78	3.07
2-hr:	0.746	0.96	1.28	1.54	1.91	2.2	2.53	2.87	3.37	3.78
3-hr:	0.791	1.01	1.33	1.59	1.96	2.26	2.59	2.94	3.44	3.87
6-hr:	0.899	1.14	1.48	1.75	2.13	2.44	2.77	3.12	3.62	4.04
12-hr:	0.998	1.26	1.62	1.9	2.29	2.6	2.93	3.28	3.76	4.16
24-hr:	1.22	1.53	1.92	2.24	2.69	3.07	3.49	3.95	4.63	5.21
2-day:	1.31	1.65	2.07	2.41	2.9	3.31	3.77	4.27	5.01	5.65
3-day:	1.42	1.78	2.22	2.59	3.12	3.56	4.06	4.61	5.44	6.14
4-day:	1.53	1.91	2.38	2.77	3.34	3.82	4.36	4.95	5.86	6.63
7-day:	1.77	2.21	2.73	3.16	3.77	4.28	4.84	5.45	6.35	7.12
10-day:	1.96	2.45	3.03	3.51	4.21	4.79	5.43	6.14	7.19	8.08
20-day:	2.5	3.12	3.81	4.35	5.11	5.73	6.4	7.1	8.11	8.95
30-day:	2.93	3.65	4.39	4.98	5.8	6.43	7.11	7.82	8.81	9.61
45-day:	3.51	4.35	5.2	5.86	6.76	7.46	8.18	8.93	9.96	10.8
60-day:	4.08	5.06	6.04	6.8	7.82	8.61	9.43	10.3	11.4	12.3

2.4 Soils Data and Runoff Curve Numbers, Runoff Coefficients

Soils information, including Hydrologic soil group (HSG) and land use type, were downloaded from the United State Geological Survey (USGS) Web Soil Survey (WSS) National Land Cover Database (NLCD) land cover data, respectively. See page A18 in Appendix A for hydrologic soil group exhibit. See Table 2 for the Curve Number Selection Table.

Table 2 Curve Number Selection

NRCS Cover Type	2016 NLCD Type	NLCD Value	Curve Number for Hydrologic Soil Group			
			A	B	C	D
Barren Rock and Open Water	Open Water	11	98	98	98	98
Barren Rock and Open Water	Perennial Ice/Snow	12	98	98	98	98
Open Space - Poor Condition (Grass Cover < 50%)	Developed, Open Space	21	68	79	86	89
Residential Districts (1/3 acre lots)	Developed, Low intensity	22	57	72	81	86
Residential Districts (1/4 acre lots)	Developed, Medium intensity	23	61	75	83	87
Industrial	Developed, High intensity	24	81	88	91	93
Barren Rock and Open Water	Barren Land (Rock/Sand/Clay)	31	98	98	98	98
Woods - Fair (Woods are Grazed but not burned, Some Forrest Litter)	Deciduous Forest	41	36	60	73	79
Woods Grass Combo - Fair (50% to 75% Cover)	Evergreen Forest	42	43	65	76	82
Woods - Fair (Woods are Grazed but not burned, Some Forrest Litter)	Mixed Forest	43	36	60	73	79
Desert Shrub - Poor (<30% Ground Cover)	Shrub Scrub	52	63	77	85	88
Herbaceous - Poor (<30% Ground Cover)	Grassland/Herbaceous	71	63	80	87	93
Meadow - Continuous Grass, Protected from Grazing and generally mowed for Hay	Pasture/Hay	81	30	58	71	78
Row Crops - Contoured, Poor Condition	Cultivated Crops	82	70	79	84	88
Barren Rock and Open Water	Woody Wetlands	90	98	98	98	98
Barren Rock and Open Water	Emergent Herbaceous Wetlands	95	98	98	98	98



2.5 Time of Concentration and Lag Time Computations

Time of Concentration was computed based on criteria set for in the DDM. Drainage flow paths were set into three different categories.

- Sheet Flow – flow over plane surfaces, first 100 feet of flow.
- Shallow Concentrated Flow – Flow concentrated in gullies and swales (Curb and Gutter), next 2000 feet of flow.
- Channel Flow – gullying evident in more than 10% of the primary watercourse, remainder of flow

Sheet flow travel times were calculated using a simplified version of the Manning's Kinematic Equation:

$$Tt = \frac{0.007(nl)^{0.8} * 60}{(P_2)^{0.5} S^{0.4}}$$

Where:

Tt = Travel Time, minutes

n = Mannings Roughness Coefficient, Per NMDOT table 402 – 7

l = sheet flow length, ft (100 ft typical)

P₂ = 2 – year, 24 – hour rainfall, in (1.36 inches)

S = slope, $\frac{ft}{ft}$

Shallow Concentrated flow travel times were computed using the upland method:

$$Tt = \frac{L}{60 * V}$$

Where:

Tt = Travel Time, minutes

l = Shallow Concentrated flow length, ft

V = average velocity, $\frac{ft}{sec}$

Channel flow travel times were calculated using the Kirpich Equation:

$$Tt = 0.0078 * L^{0.77} * S^{-0.385}$$

Where:

Tt = Travel Time, minutes

l = maximum length of water travel, ft

S = surface slope, $\frac{ft}{ft}$



Velocities were calculated using equations from Table 402-8 from the DDM. For the shallow concentrated reach lengths the Nearly Bare and Untilled (overland flow); and Alluvial Fans in Western Mountain Regions land use type was selected. The three travel times were then added together to get a total time of concentration. A minimum time of concentration of 10 minutes was used per the DDM. Appendix B shows a summary of the time of concentration values.

2.6 Hydrologic Model Methodology

The U.S. Army Corps. of Engineers (USACE) Hydrologic Modeling System (HEC-HMS) V 4.8 was used in the analysis. The basins' geometry information is inputted into HEC-HMS basin models as "Two Standpipes" and "Dam Breach" to represent the current conditions with both standpipes functioning and a proposed condition with the dam breached. Two different conditions modeled in HEC-HMS. The first condition is assuming the current dam has its maintenance concerns addressed and continues to provide detention. The maintenance concerns include the cleaning out and repairing the standpipes, so both are functioning. This condition is called "Two Standpipes". The other condition is proposing the dam is breached and no more detention will be provided. This condition is called "Dam Breach". The basin schematic from HEC-HMS is in Appendix B, page B-7. Appendix B also contains the HEC-HMS input calculations and results.

2.7 HEC-HMS Results

The peak discharges and volumes of the basins can be seen in Table 3. The maximum elevation in the dam pool is 4397.3 feet for the 100-YR event, and the auxiliary spillway crest is at 4396 feet. The auxiliary spillway is in effect for both the 50 and 100-YR events. See Section 3.1 for determination of the rating curve for the outfall structure of the dam. See Appendix B for a full summary of the output from HEC-HMS.

Table 3 100-YR HEC-HMS Results

ID	Area		Dam Breach			Two Standpipes		
	ac	sq. mi.	Peak Discharge	Time of Peak	Volume	Peak Discharge	Time of Peak	Volume
			cfs		ac-ft	cfs		ac-ft
C-101	59.65	0.09	37.9	06:35	4.7	37.9	06:35	4.7
C-102	92.86	0.15	47.6	06:30	5.8	47.6	06:30	5.8
C-103	484.29	0.76	305.0	06:35	38.3	305.0	06:35	38.3
C-104	16.19	0.03	7.4	06:20	0.8	7.4	06:20	0.8
C-105	36.29	0.06	27.7	06:25	2.9	27.7	06:25	2.9
C-201	20.03	0.03	23.2	06:25	2.2	23.2	06:25	2.2
C-202	39.36	0.06	18.7	06:25	2.1	18.7	06:25	2.1
C-203	18.69	0.03	13.0	06:25	1.4	13.0	06:25	1.4
C-301	50.94	0.08	21.7	06:35	3.0	21.7	06:35	3.0
C-401	27.14	0.04	26.7	06:45	3.7	26.7	06:45	3.7



3. Hydraulic Analyses

3.1 Existing Dam Properties

The existing dam outlets consist of a principal spillway and an auxiliary spillway. The existing principal spillway is 2–24-inch CMP standpipes. Each standpipe has four 8-inch orifices at varying elevations along the standpipes. Currently, one of the standpipes is blocked with sediment and the pipe is damaged. The earthen auxiliary spillway is a trapezoidal section with a crest elevation of 4396 feet. The section has a 20' bottom width, 2.50:1 side slope, and a 30' crest length. See Table 4 for the stage storage and see Table 5 for the existing principal and auxiliary spillways' rating table.

Table 4 Cantrell Dam Stage Storage

Elevation	Area		Volume			Notes
	SF	AC	CF	ACFT - Interval	ACFT - Cumulative	
4,382.0	0	0.0	0	0.00	0.0	
4,383.0	20	0.0	10	0.00	0.0	
4,384.0	299.62	0.0	160	0.00	0.0	
4,385.0	1,350.42	0.0	825	0.02	0.0	
4,386.0	2,687.94	0.1	2019	0.05	0.1	
4,387.0	6,192.54	0.1	4440	0.10	0.2	
4,388.0	11,278.33	0.3	8735	0.20	0.4	
4,389.0	17,592.90	0.4	14436	0.33	0.7	
4,390.0	23,387.76	0.5	20490	0.47	1.2	
4,391.0	28,602.56	0.7	25995	0.60	1.8	
4,392.0	33,824.95	0.8	31214	0.72	2.5	
4,393.0	39,001.07	0.9	36413	0.84	3.3	
4,394.0	44,024.84	1.0	41513	0.95	4.3	
4,395.0	50,968.13	1.2	47496	1.09	5.4	
4,396.0	83,061.49	1.9	67015	1.54	6.9	Spillway Elevation
4,397.0	105,710.55	2.4	94386	2.17	9.1	
4,398.0	125,236.03	2.9	115473	2.65	11.7	
4,399.0	147,455.02	3.4	136346	3.13	14.9	
4,400.0	164,839.78	3.8	156147	3.58	18.4	
4,401.0	181,270.28	4.2	173055	3.97	22.4	
4,402.0	203,103.42	4.7	192187	4.41	26.8	Top of Embankment



Table 5 Cantrell Dam Outfall Rating Curve

WSEL	Existing Storage	Principle Riser Orifice Flows	Principle Top of Riser Flows+ Orifice Flows	Principle 2-24" Pipe Flows	Principle Spillway	Auxiliary Spillway	Total Flow	Notes
(ft)	Acre-Feet	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	
4382	0.0	0.0	0.0	11.9	0.0	0.0	0.0	Controlled by Tower
4383	0.0	0.0	0.0	32.0	0.0	0.0	0.0	
4384	0.0	0.0	0.0	51.8	0.0	0.0	0.0	
4385	0.0	0.0	0.0	61.5	0.0	0.0	0.0	
4386	0.1	3.2	3.2	63.0	3.2	0.0	3.2	
4387	0.2	4.9	4.9	66.0	4.9	0.0	4.9	
4388	0.4	7.6	7.6	68.8	7.6	0.0	7.6	
4389	0.7	11.3	11.3	71.6	11.3	0.0	11.3	
4390	1.2	13.7	13.7	74.3	13.7	0.0	13.7	
4391	1.8	19.7	19.7	76.9	19.7	0.0	19.7	
4392	2.5	24.3	24.3	79.4	24.3	0.0	24.3	
4393	3.3	28.7	28.7	81.8	28.7	0.0	28.7	
4393.78	3.3	32.1	32.1	83.6	32.1	0.0	32.1	
4393.90	3.3	32.6	33.3	83.9	33.3	0.0	33.3	
4394	4.3	32.9	34.8	84.1	34.8	0.0	34.8	Auxiliary Spillway Crest
4394.31	4.3	34.1	41.1	84.9	41.1	0.0	41.1	
4394.50	4.3	34.7	47.4	85.3	47.4	0.0	47.4	
4395	5.4	36.4	60.8	86.4	60.8	0.0	60.8	Controlled by 24"
4396	6.9	39.5	74.6	88.7	74.6	0.0	74.6	
4397	9.1	42.3	85.6	90.9	85.6	53.6	139.2	
4398	11.7	44.9	95.0	93.0	93.0	197.5	290.5	Controlled by 24"
4399	14.9	47.4	103.5	95.1	95.1	406.8	501.8	
4400	18.4	49.7	111.2	97.1	97.1	681.0	778.1	
4401	22.4	51.9	118.4	99.1	99.1	1021.9	1121.0	Dam Crest
4402	26.8	54.1	125.2	101.1	101.1	1432.0	1533.0	

The rating curve used in HEC-HMS to route the flood through the existing outflow structures during the 100-YR storm event is a combination of the principal and auxiliary spillway flows and is shown in Table 6.

Based on the Rules and Regulations Governing Dam Design, Construction, and Dam Safety from the Office of the State Engineer (OSE) Cantrell Dam does not meet the criteria to be classified as a jurisdictional dam. The dam height from the front face is approximately 35-feet, and the storage capacity below the spillway is 6.9 acre-feet. The storage capacity for Cantrell dam is below the 15 acre-feet minimum for jurisdictional dams.



Table 6 Cantrell Dam Outfall Rating Curve Used in HEC-HMS

WSEL	Existing Storage	Total Flow	Notes
(ft)	Acre-Feet	(cfs)	
4382	0.0	0.0	Controlled by Tower
4383	0.0	0.0	
4384	0.0	0.0	
4385	0.0	0.0	
4386	0.1	3.2	
4387	0.2	4.9	
4388	0.4	7.6	
4389	0.7	11.3	
4390	1.2	13.7	
4391	1.8	19.7	
4392	2.5	24.3	
4393	3.3	28.7	
4393.78	3.3	32.1	
4393.90	3.3	33.3	
4394	4.3	34.8	
4394.31	4.3	41.1	
4394.50	4.3	47.4	
4395	5.4	60.8	Auxiliary Spillway Crest
4396	6.9	74.6	
4397	9.1	139.2	Max Height for 100-YR
4397.3	9.8	184.5	
4398	11.7	290.5	Controlled by 24"
4399	14.9	501.8	
4400	18.4	778.1	
4401	22.4	1121.0	
4402	26.8	1533.0	Dam Crest

3.2 Hydraulic Modeling Methodology

The U.S. Army Corps. of Engineers (USACE) River Analysis System (HEC-RAS) V 6.0 was used in the analysis. Both the existing and proposed conditions were modeled using HEC-RAS 2D. The basin schematic from HEC-HMS is in Appendix B, page B-7. Appendix B also contains the HEC-HMS input calculations and results.



3.3 HEC-RAS Results

3.3.1 Existing Conditions

Following the large storm event in 2020 a berm was constructed on the south side of the intersection of Cook Street and Hyde Street. The purpose of the berm was to keep flows downstream of Cantrell Dam in the channel and not impact the Sierra County Fairgrounds. The terrain data collected by WCI includes this newly constructed berm and is included in the existing condition HEC-RAS model. For both the two standpipes and dam breach models the berm keeps flows in the channel and protects the areas downstream of Cook Street. With the berm in place, Cook Street is inundated with 2 feet of water for the 100-YR event assuming Cantrell Dam provides detention. If Cantrell Dam were to be breached, and without further infrastructure improvements to Cook Street, then the inundation of nearby properties would increase by 0.25-0.50 feet. Downstream of Cook Street, the flows are contained within the existing channels and the 3-10' x 4' CBCs at S Broadway Street have capacity for the 100-YR storm event even with the dam breach condition. Based on this, the proposed alternative will focus on the area near the Cook Street crossing and provide a more long-term solution than the newly constructed berm.

The contributing basin to the east, Basin C-105, drains to S Broadway Street and this flow inundates the baseball fields, Louis Armijo Sports Complex, with 0.25-0.50 feet of water, with a velocity of less than one foot per second. This inundation is not related to Cantrell Dam.

3.3.2 Alternative #1

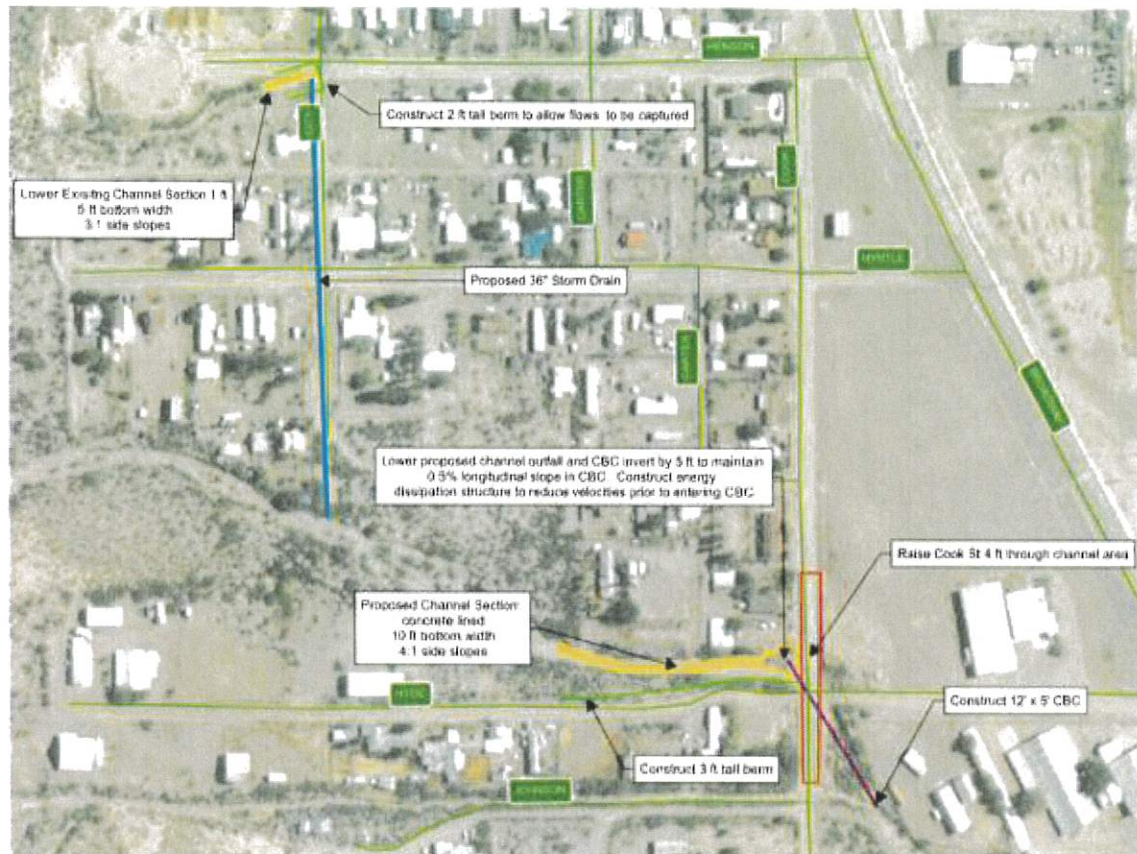
Alternative #1 includes the construction of a 12' x 5' CBC, channel grading, and raising the roadway surface along Cook Street. The goal of this alternative is to keep flows downstream of Cantrell Dam out of the driving surface and from inundating nearby properties. Cook Street will be raised 4 feet through the existing low water crossing area and accommodate existing driveways. The raised roadway surface will act as a berm to keep flows contained in the channel and provide cover for the CBC. The new upstream channel section is a 10-foot bottom trapezoidal concrete channel with 4:1 side slopes. At the entrance of the CBC, the channel will be lowered 5 feet to minimize the slope in the CBC. Energy dissipation will need to be provided in the drop.

Alternative #1 includes the construction of a proposed storm drain to mitigate flooding of residential housing on Henson Street and the baseball fields located south of S Broadway Street. Currently, in the northwest corner of the intersection of City Street and Henson Street, the downstream channel for Basin C-105 ends and the channel flow drains into Henson Street to convey south towards S Broadway Street. In Alternative #1, the 125-foot section of channel upstream of the intersection of City Street and Henson Street will be improved with 5-foot bottom width trapezoidal channel. The offsite flows will no longer drain into Henson Street, the existing channel will connect to a 36" storm drain. The storm drain will outfall to the existing channel downstream of Cantrell Dam. A berm was modeled at the inlet of the storm drain to contain the two feet of head. This will reduce the inundation in Henson Street and the



downstream infrastructure, including the baseball fields. Additionally, a secondary channel is recommended on the north side of S Broadway St to capture the runoff in the area south of the proposed storm drain. The secondary channel will reduce flows in S Broadway St and the baseball fields. See Figure 4 for an overview of Alternative #1 and Appendix D, pages D17 and D18 for additional details.

Figure 4 Alternative #1 Layout at Cook Street





4. Conceptual Cost Estimate and Recommendation Descriptions

See Table 7 for a Conceptual Cost Estimate for the alternative described above.

Table 7 Conceptual Cost Estimate

CANTRELL DAM DOWNSTREAM CHANNEL IMPROVEMENTS CONCEPTUAL ESTIMATE

ITEM NO.	SUMMARY OF QUANTITIES			ENGINEERS ESTIMATE		LOCATION
	ITEM	UNIT	QTY	UNIT PRICE	COST	
1	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	GENERAL
2	BORROW	CY	2,132	\$ 16.00	\$ 34,110.56	GENERAL
3	UNCLASSIFIED EXCAVATION	CY	712	\$ 12.00	\$ 8,538.48	GENERAL
4	36" CULVERT PIPE	LF	761	\$ 210.00	\$ 159,902.40	STORM DRAIN FOR HENSON ST
5	STRUCTURAL CONCRETE, CLASS AA	CY	1,200	\$ 1,000.00	\$ 1,200,000.00	CHANNEL IMPROVEMENTS AND CBC
6	RIPRAP, NMDOT CLASS D	CY	488	\$ 240.00	\$ 117,120.00	EROSION PROTECTION
SubTotal:					\$ 1,549,671.44	
Contingency 10.00%					\$ 154,967.14	
TOTAL:					\$ 1,704,638.58	
Tax 5.4375%					\$ 99,760.10	
TOTAL with Tax:					\$ 1,804,398.68	

The existing Cantrell Dam has no plans or documentation to certify its design. If the City of Truth or Consequences were to follow the option presented by BLM to purchase a Right-of-Way and maintain or reconstruct the dam, then the city will need to provide the missing certification. This would entail demolishing the existing dam and designing a new dam to meet OSE regulations. The estimated construction costs for this effort would be approximately \$4-6 million plus \$1.5-2 million for channel improvements required with or without the dam. The new dam design would need to be significantly larger than the existing dam in order to provide justification for the reconstruction costs. It should be noted that downstream channel improvements would still be required.

The purpose of breaching a dam according to section 19.25.12.11 and 19.25.12.20 of the New Mexico Administrative Code (NMAC) is to safely pass the 100-YR 24-HR discharge without attenuation. The abandonment of Cantrell Dam is a risk to the city and neighboring communities. The possibility of dam failure from sedimentation or bank instability would convey a much larger flows than a breached dam due to the larger volume of water being impounded by an aging embankment and outfall structures. In the event of a dam failure all the water stored behind the dam will be released instantaneously and overwhelm downstream flood protection infrastructure. Formally breaching the dam will prevent this type of incident for the City of Truth or Consequences and the Village of Williamsburg and save these communities from paying maintenance costs for structures providing minimal benefits. The approximate cost for a dam breach is \$0.5-1 million. This cost includes the earthwork to remove a portion of the dam embankment, bank stability for the newly exposed earth, and sediment control to replace the existing detention provided by the dam pool. Additionally, a sediment trap could be incorporated into the dam breach design to reduce transport of sediment downstream.



5. Summary and Recommendations

The purpose of this report is to determine the 100-YR, 24-hour storm event, review the functionality of Cantrell Dam, and propose a design to mitigate flooding in the areas downstream of Cantrell Dam in the City of Truth or Consequences and the Village of Williamsburg. Based on the hydraulic modeling results from HEC-RAS the main area of concern is Cook Street. This is the location during the large storm events in 2020 where the downstream flows from Cantrell Dam overtopped the channel and flooded portions of Truth or Consequences and Williamsburg. The proposed alternative consists of channel improvements and installation of a 12' x 5' CBC under Cook Street with roadway grading. This option conveys the 100-YR, 24-hour storm event flows for both the breached and existing detention scenarios. Additionally, this alternative reduces impacts to downstream properties by conveying flows to the existing channel southwest of Cook Street. Based on the analysis and per OSE rules and regulations, currently Cantrell Dam does not meet the criteria to be classified as a jurisdictional dam. The breach of Cantrell Dam would need to be in accordance with section 19.25.12.11 and 19.25.12.20 of the NMAC.

From the coordination with BLM, the maintenance or reconstruction would be the responsibility of the City of Truth or Consequences. Breaching the dam removes the cost associated with maintaining and the risk of a dam failure. An additional benefit of breaching Cantrell Dam is funding can go towards improving infrastructure in the communities of Truth or Consequences and Williamsburg rather than maintaining a dam outside of the community. In addition to breaching the existing dam embankment a sediment trap can be installed to provide sediment removal. Based on the conceptual cost estimate above, the combined cost for breaching the dam and improving the downstream infrastructure is approximately \$2-3 million. The other factor to consider is time. It can take 2-3 years for a design to go through the OSE process and get approval before construction can begin. The general maintenance of Cantrell Dam will not provide the same benefits to the downstream communities as the channel improvements described in the alternative in this report. The improvements needed for Cantrell Dam to justify its reconstruction would include the enlargement of the dam pool to provide a greater reduction of flows, new outfall structures, and new dam embankment. These improvements to Cantrell Dam itself would incur greater costs than the channel improvements and bring it under the jurisdiction of the OSE, which will incur more costs and responsibility for the City of Truth or Consequences.

6. References

Drainage Design Manual, New Mexico Department of Transportation, July 2018

Rules and Regulations Governing Dam Design, Construction, and Dam Safety, Office of the State Engineer, December 2010

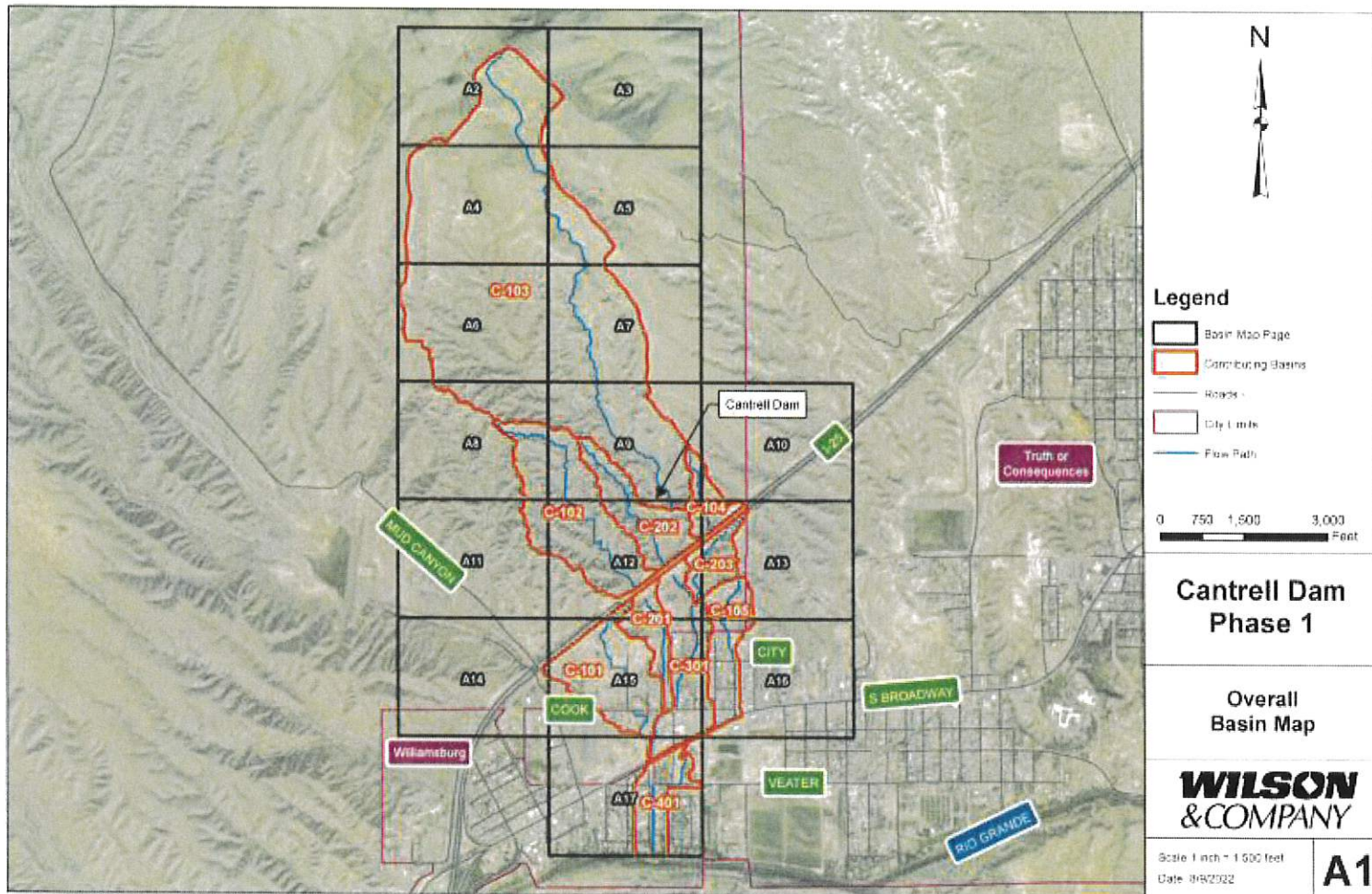
Appendix A Exhibits

A1 Overall Basin Map

A2-A17 Basin Map

A18 Hydrologic Soil Group

A19 NRCS Land Use





N

Legend

- Road
- Cantrell Dam
- Contributing Basins
- Flow Path
- Reach
- 10 ft Contour

0 100 200 400 Feet

**Cantrell Dam
Phase 1**

Basin Map

**WILSON
& COMPANY**

Scale: 1 inch = 200 feet

Date: 6/9/2022

A2



N

Legend

- Road
- Control Dam
- Contributing Basins
- Flow Path
- Reach
- 10 ft Contour

0 100 200 400
Feet

**Cantrell Dam
Phase 1**

Basin Map

**WILSON
& COMPANY**

Scale 1 inch = 200 feet
Date 8/10/2022

A3



N

Legend

- Road
- Cantrell Dam
- Contributing Basins
- Flow Path
- Reach
- 10 ft Contour

0 100 200 400 Feet

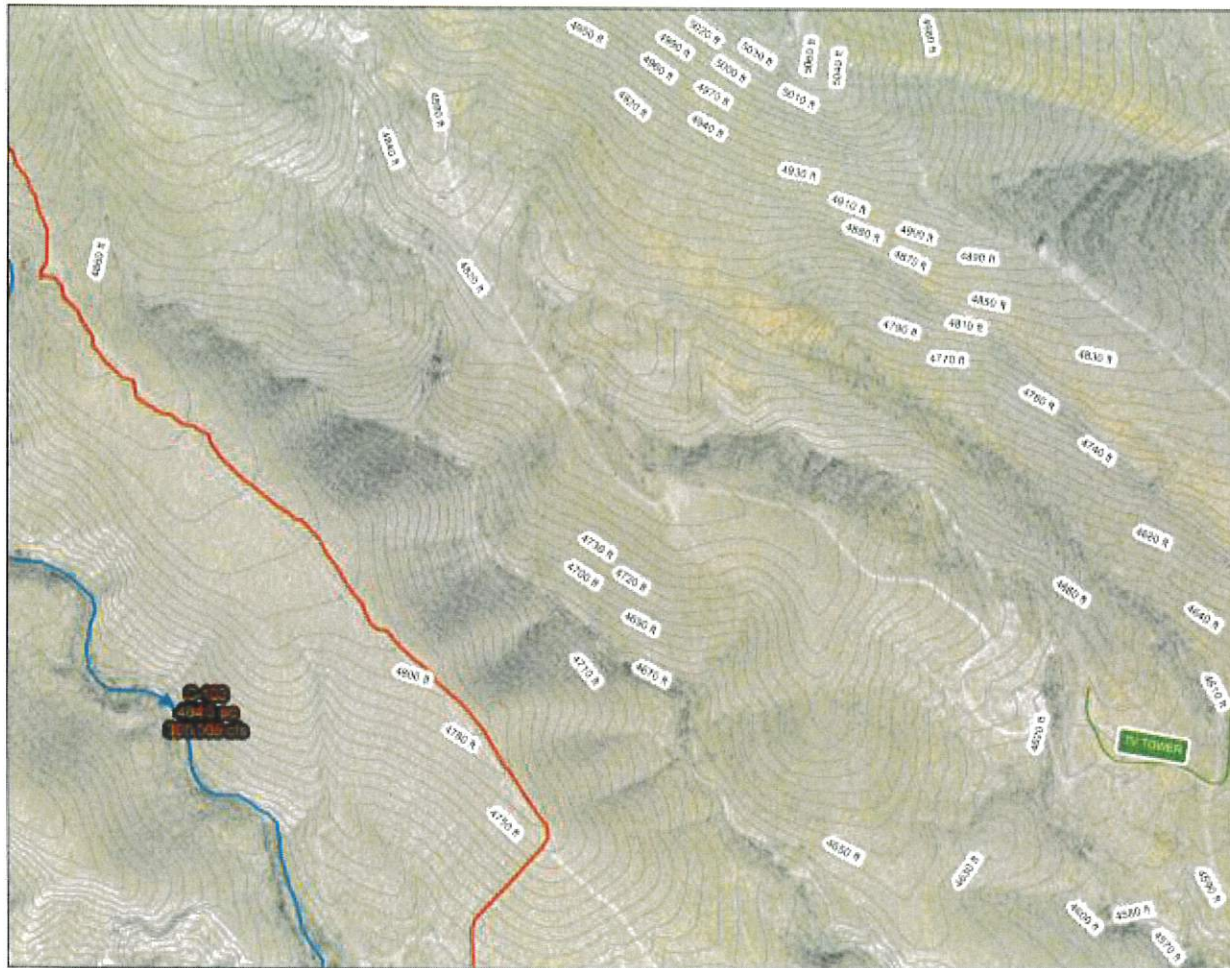
Cantrell Dam Phase 1

Basin Map

**WILSON
& COMPANY**

Scale: 1 inch = 200 feet
Date: 8/22/22

A4



N

Legend

- River
- Cantrell Dam
- Contributing Basins
- Flow Path
- Reach
- 10 ft Contour

0 100 200 400 Feet

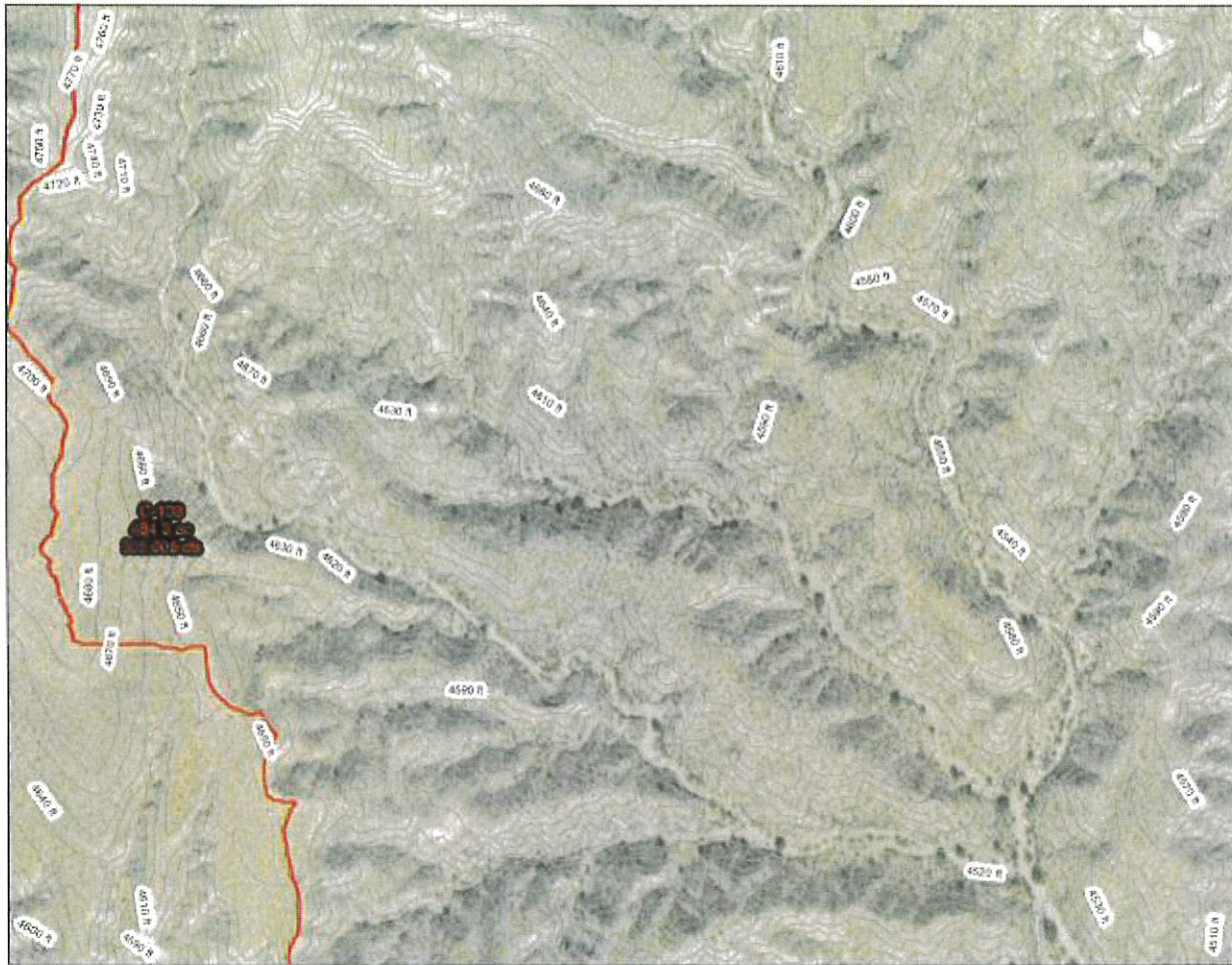
**Cantrell Dam
Phase 1**

Basin Map

**WILSON
& COMPANY**

Scale 1 inch = 200 feet
Date: 5/8/2022

A5



N

Legend

- Road
- Control Dam
- Contributing Drains
- Flow Path
- Reach
- 10 ft Contour

0 100 200 400 Feet

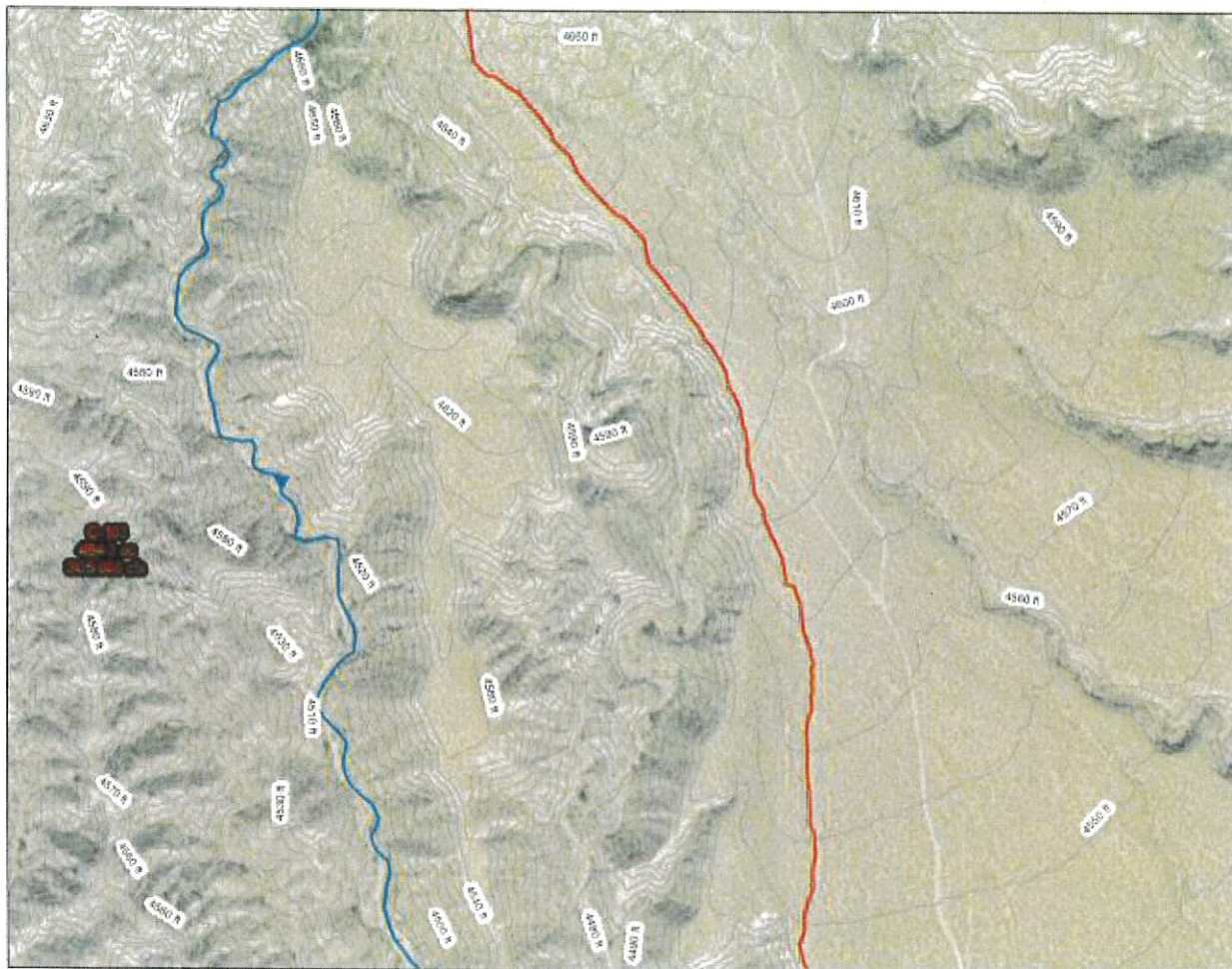
**Cantrell Dam
Phase 1**

Basin Map

**WILSON
& COMPANY**

Scale: 1 inch = 200 feet
Date: 8/9/2022

A6



Legend

-  Road
-  Cantrell Dam
-  Contributing Basins
-  Flow Path
-  Reach
-  10 ft Contour

0 100 200 400 Feet

Cantrell Dam Phase 1

Basin Map

**WILSON
& COMPANY**

Scale: 1 inch = 200 feet
Date: 8/9/2022

A7

A8

Scale: 1 inch = 200 feet
Date: 9/10/2022

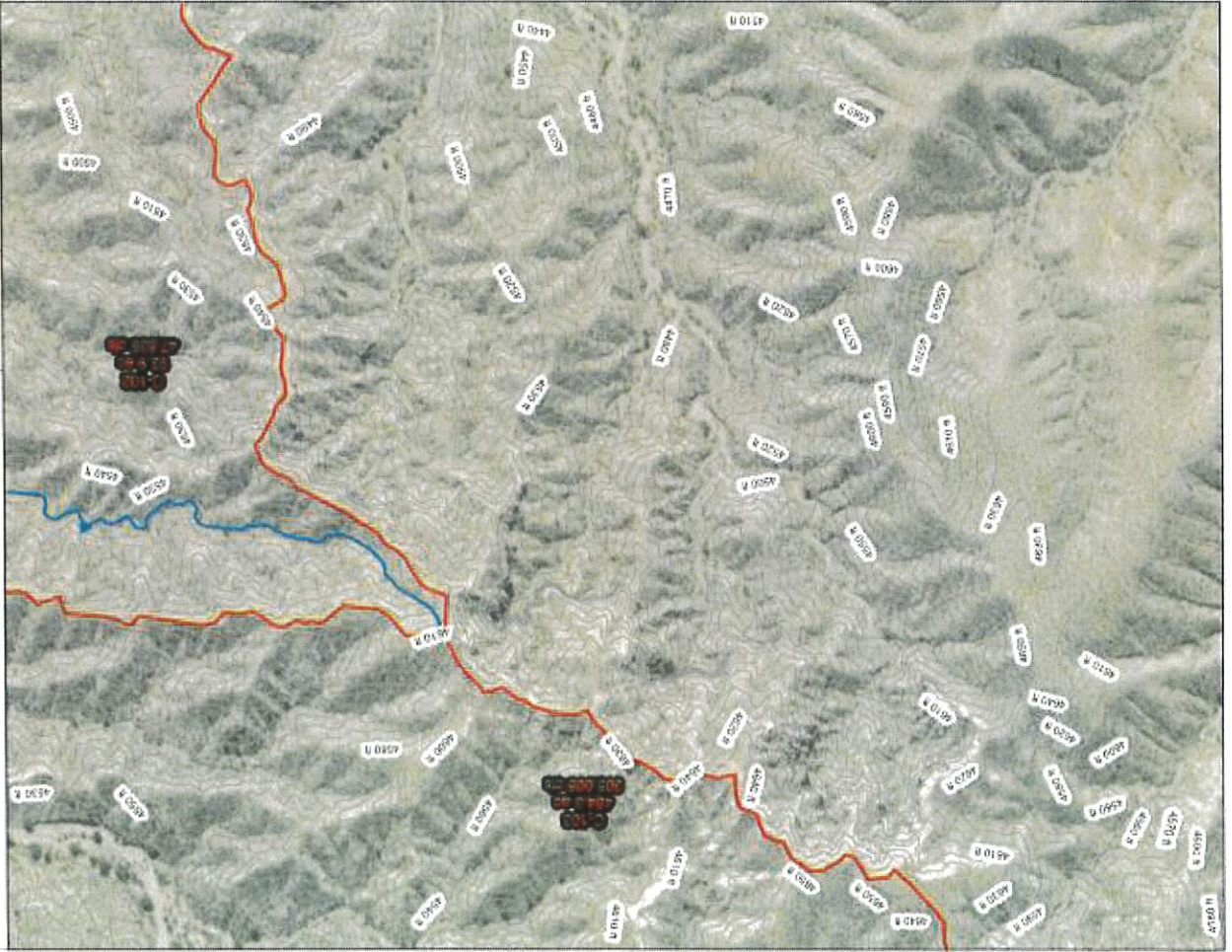
WILSON
& COMPANY

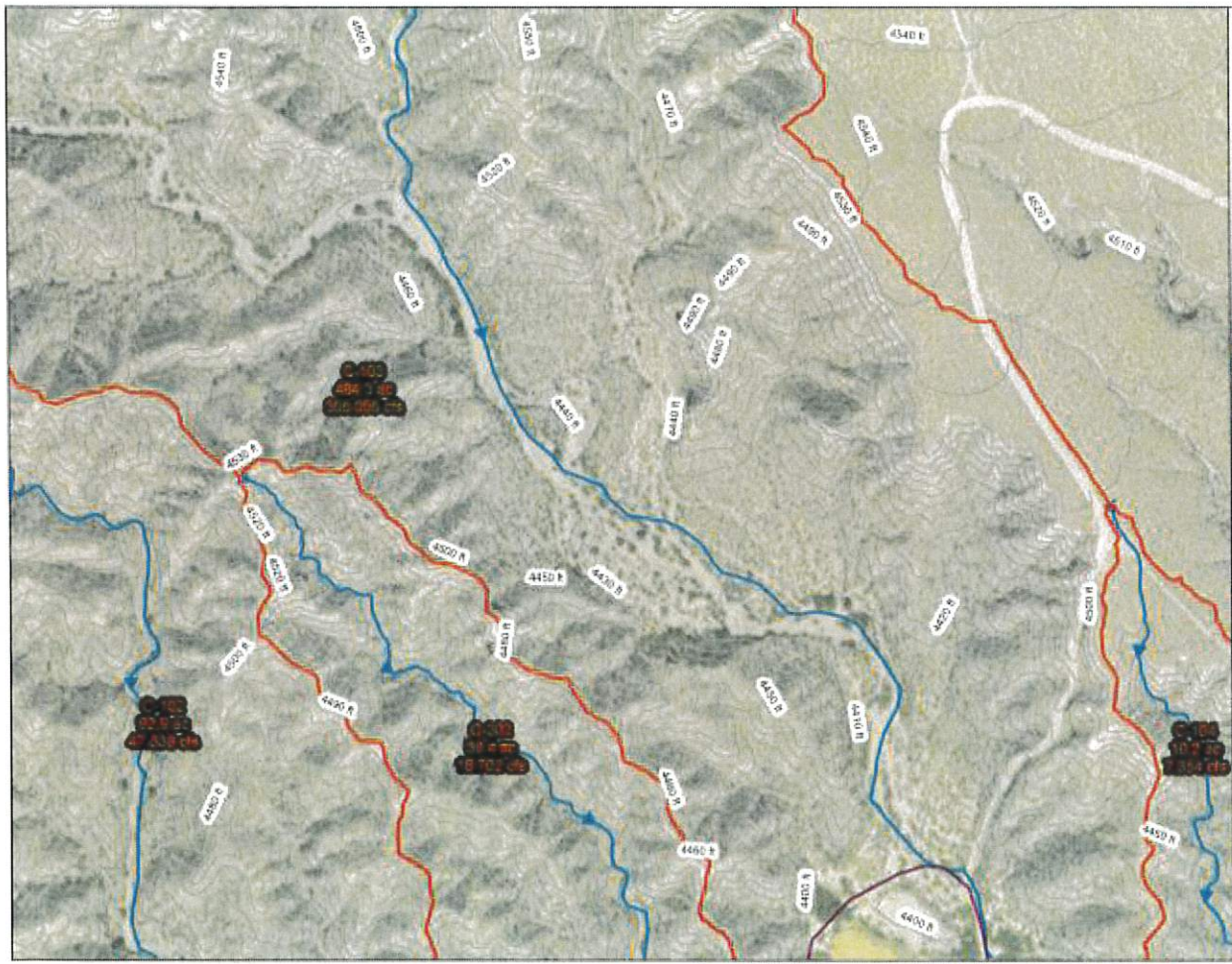
Basin Map

Cantrell Dam
Phase 1

0 100 200 400
Feet

Legend
Road
Controlling Dam
Flow Path
Reach
10 ft Contour





N

Legend

- Road
- Cantrell Dam
- Contributing Basins
- Flow Path
- Reach
- 100 ft Contour

0 100 200 400 Feet

**Cantrell Dam
Phase 1**

Basin Map

**WILSON
& COMPANY**

Scale: 1 inch = 200 feet
Date: 8/30/2022

A9



Legend

- Road
- Cantrell Dam
- Contributing Basins
- Flow Path
- Reach
- 10 ft Contour

0 100 200 400 Feet

Cantrell Dam Phase 1


Basin Map

**WILSON
& COMPANY**







Scale: 1 inch = 200 feet
Date: 8/9/2022


A10





Legend

-  Road
-  Cantrell Dam
-  Contributing River
-  Flow Path
-  Reach
-  10 ft Contour



0 100 200 400 Feet

**Cantrell Dam
Phase 1**

Basin Map

**WILSON
& COMPANY**

Scale: 1 inch = 200 feet
 Date: 8/9/2022

A11





N

Legend

- Road
- Cantrell Dam
- Contributing Basins
- Flow Path
- Reach
- 19.4 Contour

0 100 200 400 Feet

**Cantrell Dam
Phase 1**

Basin Map

**WILSON
& COMPANY**

Scale 1 inch = 200 feet
Date 5/9/2022

A13



Legend

- Road
- Cantrell Dam
- Contributing Basins
- Flow Path
- Reach
- 10 ft Contour

0 100 200 400 Feet

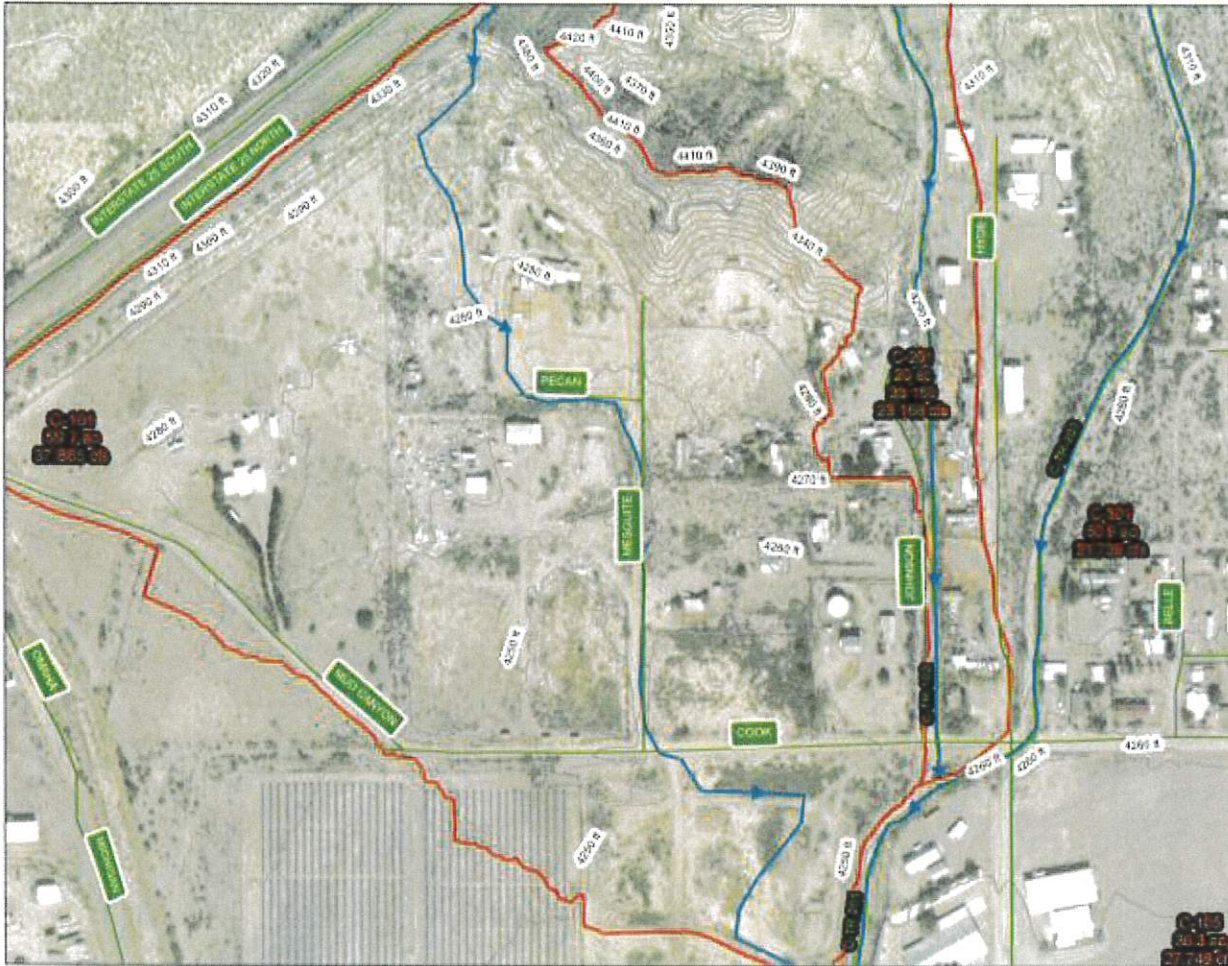
Cantrell Dam Phase 1

Basin Map

**WILSON
& COMPANY**

Scale: 1 inch = 200 feet
Date: 8/9/2022

A14



N

Legend

- Inlet
- Cantrell Dam
- Contributing Basins
- Flow Path
- Reach
- 10 ft Contour

0 100 200 400 Feet

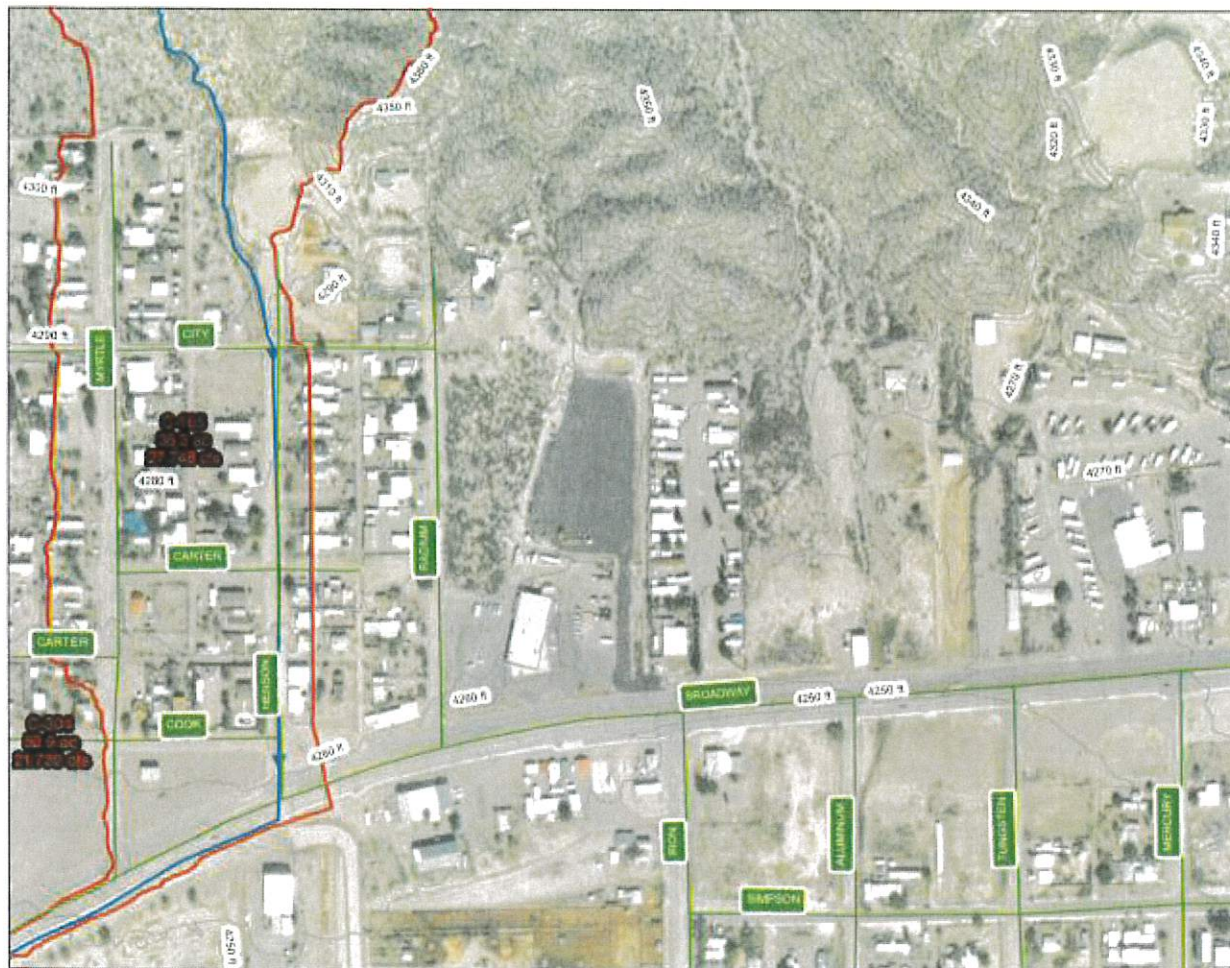
**Cantrell Dam
Phase 1**

Basin Map

**WILSON
& COMPANY**

Scale 1 inch = 200 feet
Date 8/8/2022

A15



Legend

- Road
- Control Dam
- Contributing Basins
- Flow Path
- Reach
- 10 ft Contour

0 100 200 400 Feet

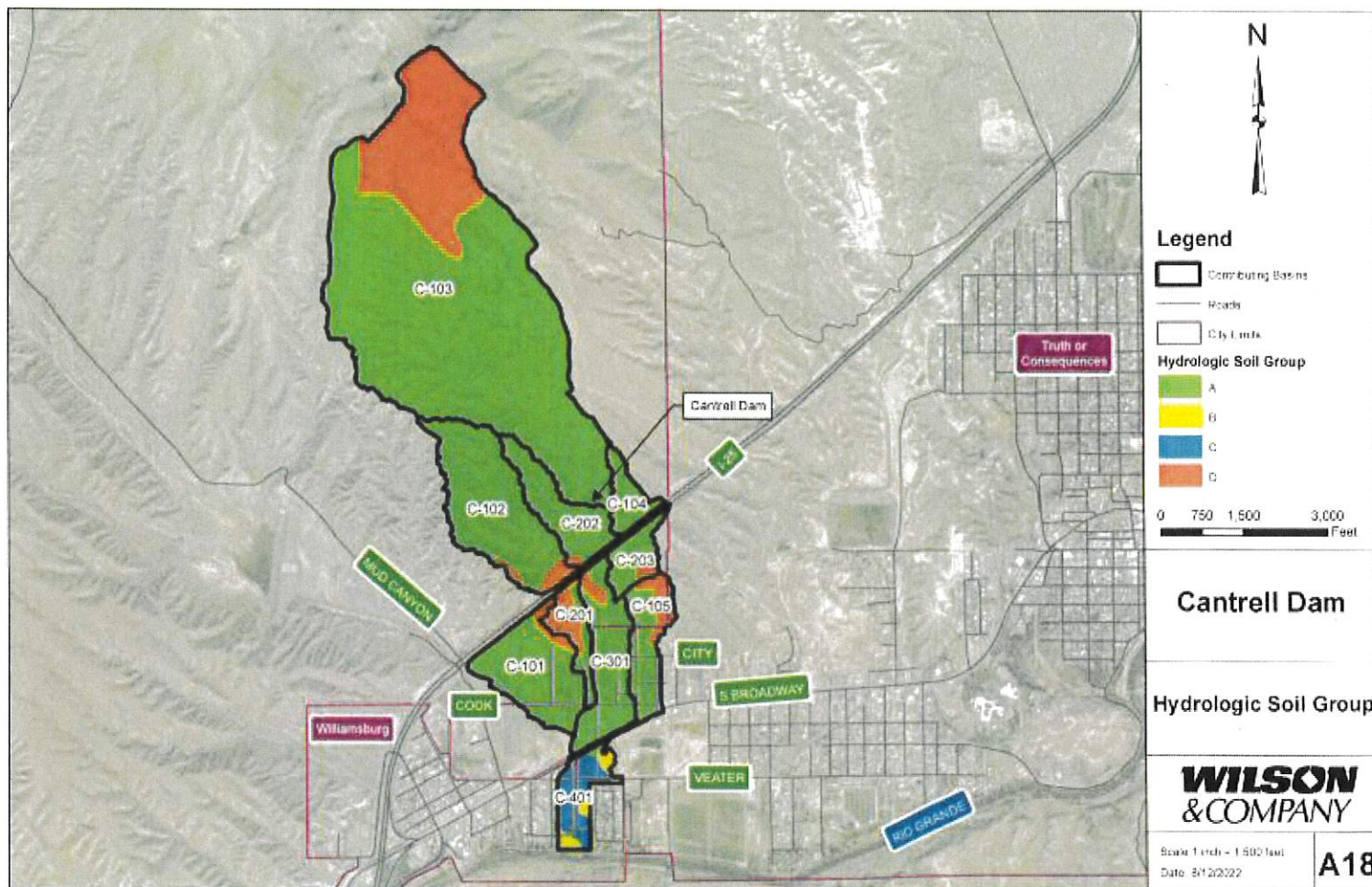
Cantrell Dam Phase 1

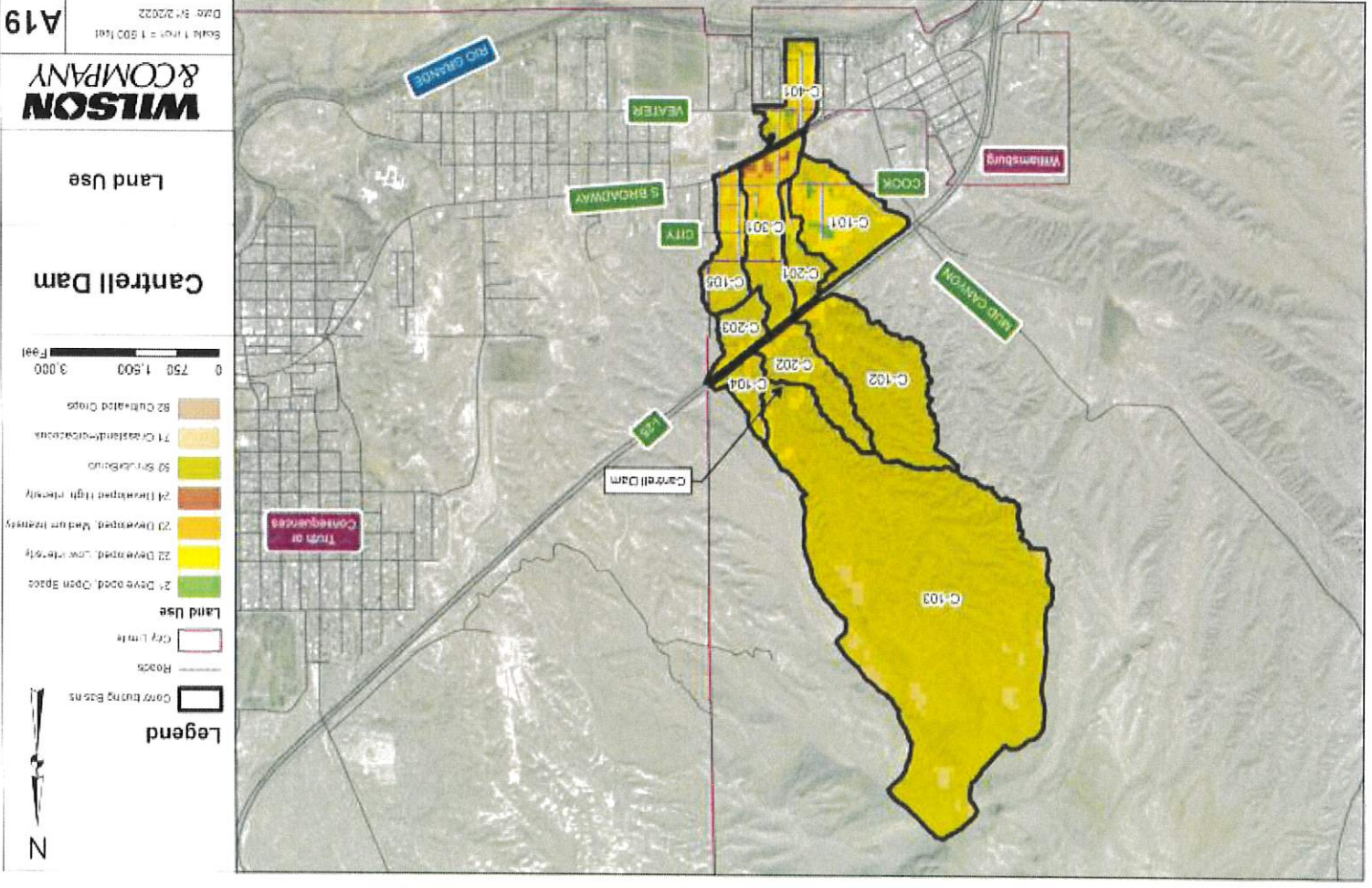
Basin Map

**WILSON
& COMPANY**

Scale: 1 inch = 200 feet
Date: 5/9/22

A16





Appendix B Hydrology

B1-B4 Rainfall Information

B5-B6 HEC-HMS Input Parameters

B7 HEC-HMS Basin Map

B8 HEC-HMS Results



NOAA Atlas 14, Volume 1, Version 5
 Location name: Truth Or Consequences, New Mexico, USA*
 Latitude: 33.1312°, Longitude: -107.2866°
 Elevation: 4387.35 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Mariana, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchuan

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerals](#)

PF tabular

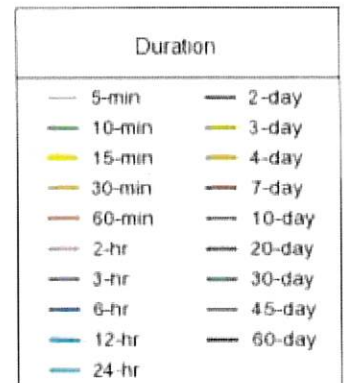
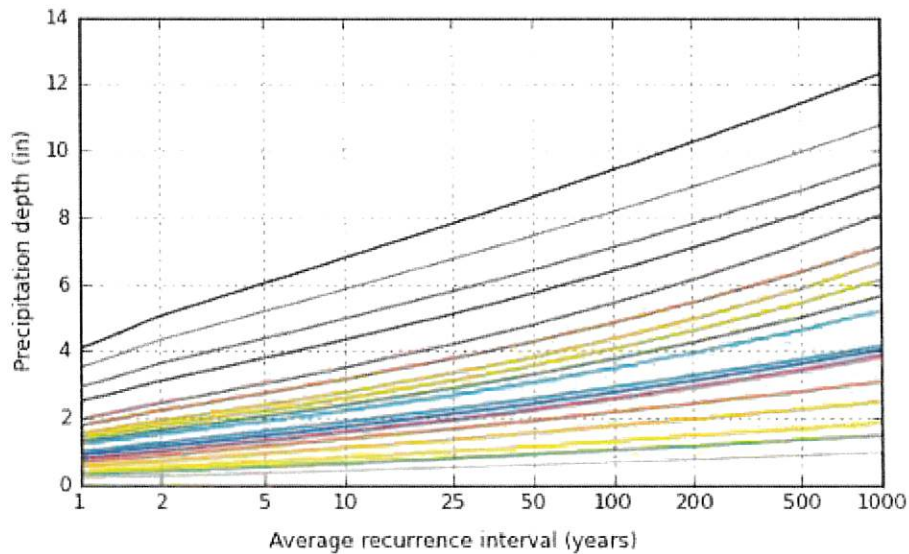
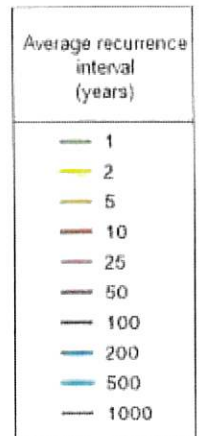
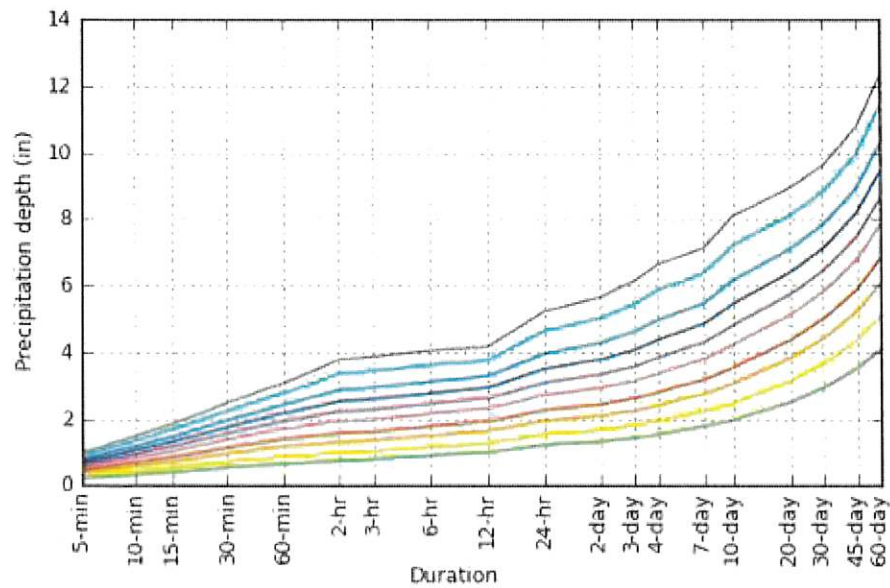
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.209 (0.182-0.239)	0.271 (0.237-0.309)	0.363 (0.317-0.414)	0.434 (0.379-0.494)	0.530 (0.463-0.606)	0.607 (0.529-0.696)	0.687 (0.598-0.793)	0.770 (0.670-0.895)	0.884 (0.767-1.04)	0.976 (0.846-1.16)
10-min	0.318 (0.276-0.363)	0.413 (0.361-0.470)	0.553 (0.483-0.631)	0.661 (0.577-0.753)	0.807 (0.705-0.923)	0.924 (0.808-1.06)	1.05 (0.910-1.21)	1.17 (1.02-1.36)	1.35 (1.17-1.58)	1.49 (1.29-1.76)
15-min	0.395 (0.343-0.451)	0.512 (0.448-0.583)	0.685 (0.599-0.782)	0.819 (0.716-0.934)	1.00 (0.873-1.15)	1.15 (0.999-1.31)	1.30 (1.13-1.50)	1.45 (1.26-1.69)	1.67 (1.45-1.96)	1.84 (1.60-2.18)
30-min	0.532 (0.462-0.607)	0.689 (0.603-0.785)	0.923 (0.807-1.05)	1.10 (0.964-1.26)	1.35 (1.18-1.54)	1.54 (1.35-1.77)	1.75 (1.52-2.02)	1.96 (1.70-2.27)	2.25 (1.95-2.64)	2.48 (2.15-2.93)
60-min	0.659 (0.572-0.751)	0.853 (0.746-0.972)	1.14 (0.998-1.30)	1.37 (1.19-1.56)	1.67 (1.46-1.91)	1.91 (1.67-2.19)	2.16 (1.88-2.49)	2.42 (2.11-2.82)	2.78 (2.41-3.26)	3.07 (2.66-3.63)
2-hr	0.746 (0.656-0.856)	0.960 (0.845-1.10)	1.28 (1.13-1.46)	1.54 (1.35-1.75)	1.91 (1.65-2.17)	2.20 (1.90-2.50)	2.53 (2.15-2.87)	2.87 (2.43-3.26)	3.37 (2.81-3.82)	3.78 (3.12-4.29)
3-hr	0.791 (0.700-0.902)	1.01 (0.892-1.15)	1.33 (1.17-1.52)	1.59 (1.40-1.81)	1.96 (1.70-2.22)	2.26 (1.95-2.56)	2.59 (2.21-2.93)	2.94 (2.49-3.34)	3.44 (2.88-3.91)	3.87 (3.20-4.40)
6-hr	0.899 (0.801-1.02)	1.14 (1.01-1.29)	1.48 (1.31-1.67)	1.75 (1.55-1.97)	2.13 (1.87-2.40)	2.44 (2.12-2.74)	2.77 (2.39-3.11)	3.12 (2.67-3.51)	3.62 (3.06-4.08)	4.04 (3.38-4.57)
12-hr	0.998 (0.890-1.12)	1.26 (1.13-1.42)	1.62 (1.44-1.82)	1.90 (1.69-2.13)	2.29 (2.02-2.56)	2.60 (2.28-2.90)	2.93 (2.55-3.28)	3.28 (2.83-3.66)	3.76 (3.21-4.22)	4.16 (3.52-4.68)
24-hr	1.22 (1.08-1.38)	1.53 (1.36-1.73)	1.92 (1.70-2.16)	2.24 (1.98-2.52)	2.69 (2.37-3.04)	3.07 (2.68-3.48)	3.49 (3.02-3.97)	3.95 (3.38-4.53)	4.63 (3.89-5.38)	5.21 (4.32-6.11)
2-day	1.31 (1.16-1.49)	1.65 (1.46-1.87)	2.07 (1.83-2.33)	2.41 (2.13-2.72)	2.90 (2.55-3.29)	3.31 (2.88-3.77)	3.77 (3.24-4.32)	4.27 (3.62-4.95)	5.01 (4.17-5.89)	5.65 (4.63-6.74)
3-day	1.42 (1.26-1.61)	1.78 (1.59-2.01)	2.22 (1.98-2.50)	2.59 (2.30-2.91)	3.12 (2.75-3.52)	3.56 (3.11-4.05)	4.06 (3.50-4.65)	4.61 (3.92-5.34)	5.44 (4.53-6.38)	6.14 (5.03-7.33)
4-day	1.53 (1.37-1.72)	1.91 (1.71-2.15)	2.38 (2.13-2.67)	2.77 (2.47-3.11)	3.34 (2.95-3.76)	3.82 (3.34-4.33)	4.36 (3.76-4.99)	4.95 (4.21-5.73)	5.86 (4.89-6.88)	6.63 (5.44-7.92)
7-day	1.77 (1.59-1.97)	2.21 (1.99-2.46)	2.73 (2.47-3.04)	3.16 (2.84-3.51)	3.77 (3.37-4.20)	4.28 (3.79-4.79)	4.84 (4.23-5.46)	5.45 (4.71-6.22)	6.35 (5.39-7.37)	7.12 (5.94-8.38)
10-day	1.96 (1.76-2.18)	2.45 (2.21-2.73)	3.03 (2.73-3.38)	3.51 (3.15-3.91)	4.21 (3.75-4.71)	4.79 (4.22-5.39)	5.43 (4.73-6.16)	6.14 (5.28-7.05)	7.19 (6.07-8.40)	8.08 (6.71-9.58)
20-day	2.50 (2.26-2.77)	3.12 (2.83-3.45)	3.81 (3.44-4.21)	4.35 (3.93-4.81)	5.11 (4.59-5.68)	5.73 (5.11-6.39)	6.40 (5.65-7.19)	7.10 (6.20-8.06)	8.11 (6.98-9.34)	8.95 (7.60-10.4)
30-day	2.93 (2.66-3.24)	3.65 (3.31-4.02)	4.39 (3.99-4.84)	4.98 (4.51-5.49)	5.80 (5.23-6.41)	6.43 (5.77-7.15)	7.11 (6.32-7.96)	7.82 (6.89-8.82)	8.81 (7.65-10.1)	9.61 (8.26-11.1)
45-day	3.51 (3.19-3.86)	4.35 (3.96-4.79)	5.20 (4.73-5.72)	5.86 (5.32-6.44)	6.76 (6.10-7.46)	7.46 (6.70-8.27)	8.18 (7.30-9.13)	8.93 (7.90-10.0)	9.96 (8.71-11.3)	10.8 (9.33-12.4)
60-day	4.08 (3.70-4.50)	5.06 (4.59-5.57)	6.04 (5.47-6.64)	6.80 (6.15-7.47)	7.82 (7.05-8.62)	8.61 (7.73-9.52)	9.43 (8.40-10.5)	10.3 (9.07-11.5)	11.4 (9.97-13.0)	12.3 (10.7-14.2)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

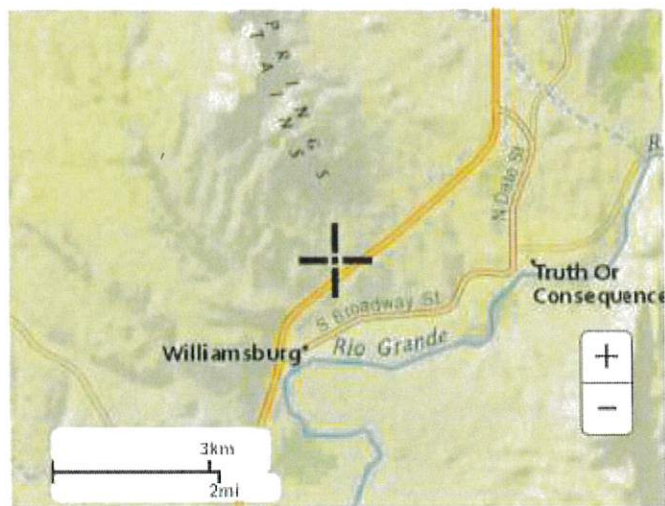
PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 33.1312°, Longitude: -107.2866°



Maps & aerials

Small scale terrain



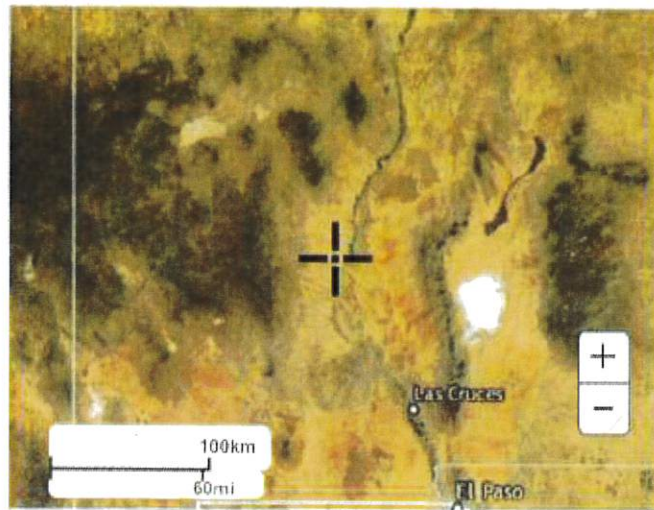
Large scale terrain



Large scale map



Large scale aerial



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Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

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Carnell Darn
Harrisburg, Pennsylvania 17104-3000, USA

249	130	132	126	128	125	127	129	131	133
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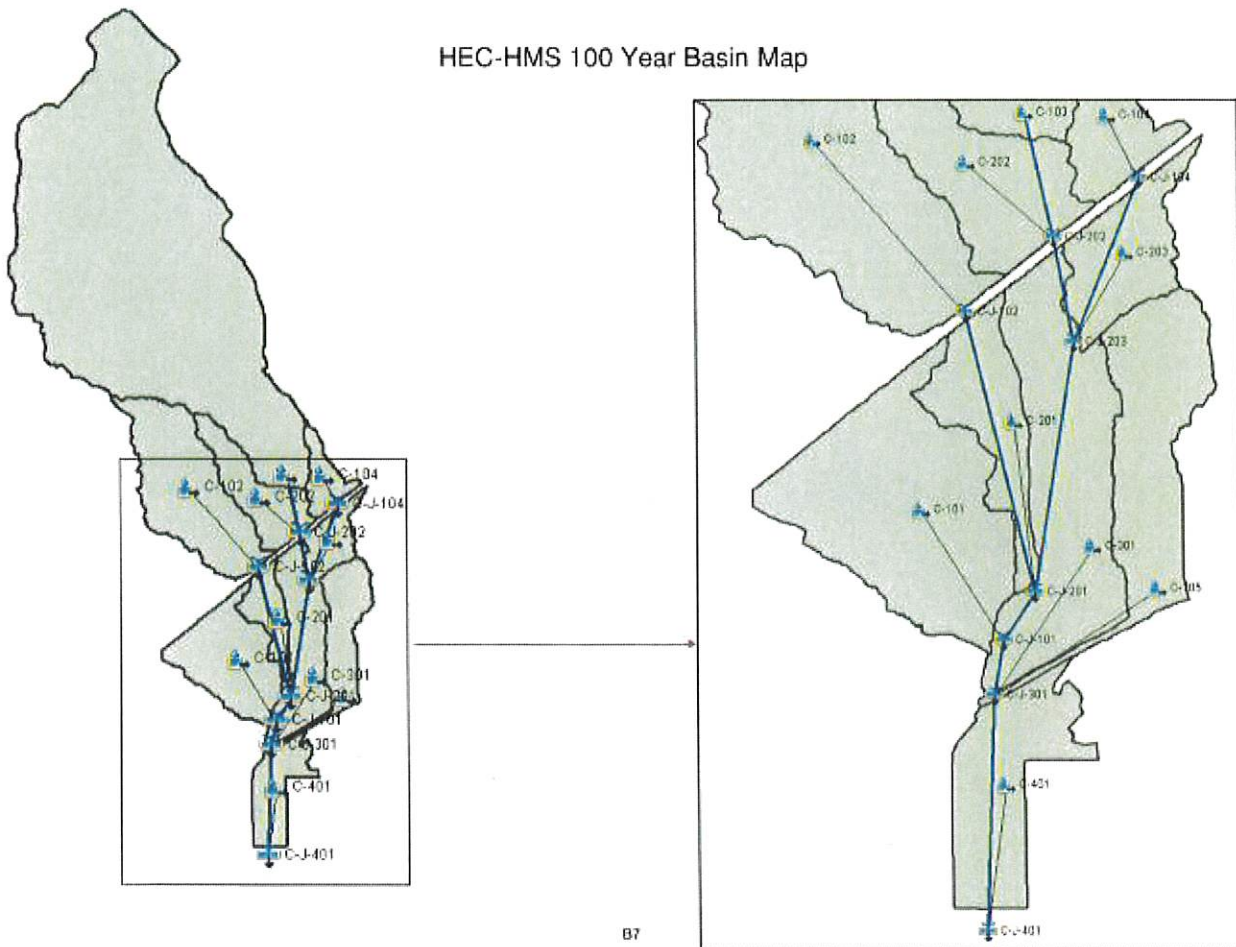
© 2006 Blackwell Publishing Ltd *Journal of Internal Medicine* 260: 395–402

Cantrell Dam

Location:	Truth or Consequences, New Mexico									
Elevation:	4405'									
Sheet:	30 and 100 Year Event Resettlement Information									
Method:	NMDCOT SCS Synthetic Peak Flow									
Rainfall Information										
NOAA Frequency Storm (in)										
Storm Duration:	2.5-Minute	10-Minute	15-Minute	30-Minute	1-hour	2-hour	3-hour	6-hour	12-hour	24-hour
50 year	0.697	0.924	1.180	1.510	1.810	2.200	2.280	2.440	2.600	2.670
100 year	0.687	1.050	1.800	2.750	2.100	2.530	2.690	2.770	2.930	3.070

Reach	Length (ft)	Width (ft)	Depth (ft)	Flow (cfs)	Side Slope	Flow Up	Flow Down
C-TR-103	1043	0.632	0.035	30	3	4378	4346
C-TR-104	1287	0.640	0.035	20	2	4385	4313
C-TR-202	647	0.687	0.035	80	1	4337	4313
C-TR-102	2188	0.696	0.035	13	1	4330	4253
C-TR-203	2182	0.628	0.035	150	2	4313	4260
C-TR-201	486	0.618	0.035	46	2	4283	4244
C-TR-101	290	0.614	0.035	10	3	4241	4260
C-TR-301	1890	0.612	0.035	10	3	4239	4220

HEC-HMS 100 Year Basin Map



Control Dam

Location:	Tr. Al. or Casagueras low (Mexico)
Division:	409
Sheet:	60 and 100 Year Event Reach Information
Method:	NMDC - 908 Grilled Peak Flow
Rainfall Information	
NOAA Rainfall Depth (in)	
Storm Duration	5-Minute
60 Year	0.927
100 Year	0.987
5-Minute	1.024
10-Minute	1.150
15-Minute	1.340
30-Minute	1.640
1-Hour	1.910
2-Hour	2.200
3-Hour	2.350
4-Hour	2.440
12-Hour	2.800
24-Hour	3.070

ID	Peak Flow (cfs)	Peak Time (min)	Dam Break						Two-Significance					
			50 Year Storm			100 Year Storm			50 Year Storm			100 Year Storm		
			Peak Discharge (cfs)	Time of Peak (min)	Volume (cfs-min)	Peak Discharge (cfs)	Time of Peak (min)	Volume (cfs-min)	Peak Discharge (cfs)	Time of Peak (min)	Volume (cfs-min)	Peak Discharge (cfs)	Time of Peak (min)	Volume (cfs-min)
Control Dam	484.28	0.70							106.0	07:05	88.8	104.8	06:00	88.8
C-1-101	731.07	1.14	887.0	08:40	41.2	431.8	08:38	66.4	41.8	07:10	41.1	243.5	07:00	66.4
C-1-102	82.88	0.18	82.1	05:30	4.2	47.8	08:30	5.8	82.1	06:30	4.2	17.8	06:30	5.8
C-1-103	78.18	0.33	4.8	08:38	0.3	7.4	08:30	0.8	4.8	06:25	0.3	7.4	06:25	0.8
C-1-104	871.42	1.35	840.3	08:40	37.7	380.4	08:40	80.7	180.8	07:05	37.0	288.3	07:00	80.7
C-1-105	823.85	0.82	228.5	08:35	30.1	321.4	08:36	40.4	108.0	07:05	30.1	182.8	06:35	40.4
C-1-106	888.53	0.97	880.1	08:36	61.7	388.3	08:35	42.7	113.5	07:10	31.7	203.1	07:00	42.7
C-1-107	810.30	1.29	334.7	08:40	48.8	474.2	08:40	97.8	164.1	07:10	48.4	207.0	07:00	97.8
C-1-108	846.44	1.32	333.4	08:36	48.4	582.0	08:40	88	168.4	07:05	40.3	207.0	07:00	88
C-1-109	781.07	1.14	887.1	08:40	41.2	436.2	08:40	66.9	143.1	07:10	41.1	216.0	07:00	66.9
C-1-110	92.05	0.18	82.1	08:30	4.2	47.8	08:30	5.8	82.1	06:35	4.2	17.8	06:30	5.8
C-1-111	404.28	0.70	210.4	08:35	28.3	308.8	08:30	28.8	106.0	07:05	28.8	186.4	06:35	28.8
C-1-112	16.19	0.03	4.8	08:30	0.8	7.3	08:30	0.8	4.8	06:30	0.8	7.3	06:30	0.8
C-1-113	671.42	1.08	264.5	06:40	37.7	388.7	06:40	80.7	151.2	07:10	37.0	228.4	07:00	80.7
C-1-114	823.85	0.82	227.2	08:35	30.1	321.4	08:36	40.4	108.0	07:10	30.1	182.8	07:00	40.4
C-1-115	846.44	0.97	228.2	08:40	31.0	388.0	08:40	42.8	113.5	07:10	31.7	203.0	07:00	42.8
C-1-116	510.30	1.26	332.4	08:45	48.6	476.7	08:40	91.3	162.0	07:18	48.4	203.0	07:00	91.3
C-1-117	58.85	0.09	27.7	08:35	3.6	37.8	08:35	4.7	27.1	08:35	3.6	37.9	08:35	4.7
C-1-118	92.05	0.16	32.7	08:30	4.2	47.6	08:30	5.6	82.1	08:30	4.2	47.6	08:30	5.6
C-1-119	434.28	0.76	213.0	08:35	28.0	200.0	08:30	35.3	218.2	08:30	28.0	305.0	08:30	35.3
C-1-120	16.19	0.03	4.3	08:25	0.8	7.4	08:30	0.8	4.8	08:20	0.8	7.4	08:20	0.8
C-1-121	36.29	0.08	10.8	08:25	2.1	27.7	08:25	2.9	18.9	08:25	2.1	27.7	08:25	2.9
C-1-122	20.08	0.08	17.0	08:25	1.7	23.2	08:25	2.2	17.9	08:25	1.7	23.2	08:25	2.2
C-1-123	36.30	0.08	12.0	08:28	1.6	16.7	08:25	2.1	2.0	08:25	1.5	19.7	08:25	2.1
C-1-124	18.86	0.03	9.0	08:25	1.0	13.0	08:25	1.4	8.0	08:25	1.0	13.0	08:25	1.4
C-1-125	92.84	0.08	14.4	08:35	2.1	21.7	08:35	3.3	4.4	08:35	2.1	21.7	08:35	3.0
C-1-126	27.74	0.04	21.0	08:45	2.0	29.7	08:45	3.2	2.0	08:45	2.0	29.7	08:45	3.7

Appendix C Hydraulics

C1 Two Standpipe Dam Top of Riser Flows

C2 Two Standpipe Dam Principal Spillway Culvert Flow

C3 Two Standpipe Dam Riser Orifice Flow

C4 Two Standpipe Auxiliary Spillway Flow for Trapezoidal Spillway

C4 Two Standpipe Summary of Flows

C5 Two Standpipe Stage Storage

Top of River Flows

J.Jy 2022

P 49d
Project No: 22-03-147-00
Calculation: Top of River Flow

$$Q = C_p \cdot L \cdot h^{1.5}$$

$$Q = C_p \cdot L \cdot \sqrt{2gh}$$

Pipe 2932
Top of River Flow
River Width: 4391.31 ft
River Length: ft
River Diameter: 2 ft
River Area: 3.14 sq ft
Cp: 2.0
Cd: 0.00
Q: 82.2 ft³/sec

Water Elev. (ft)	Water Flow Q (ft³/s)	Drain Flow Q (ft³/s)	Used Q (ft³/s)
4382	0.0	0.0	0.0
4383	0.0	0.0	0.0
4384	0.0	0.0	0.0
4385	0.0	0.0	0.0
4386	0.0	0.0	0.0
4387	0.0	0.0	0.0
4388	0.0	0.0	0.0
4389	0.0	0.0	0.0
4390	0.0	0.0	0.0
4391	0.0	0.0	0.0
4392	0.0	0.0	0.0
4393	0.0	0.0	0.0
4394	0.0	0.0	0.0
4395	0.0	0.0	0.0
4396	0.0	0.0	0.0
4397	0.0	0.0	0.0
4398	0.0	0.0	0.0
4399	0.0	0.0	0.0
4400	0.0	0.0	0.0
4401	0.0	0.0	0.0
4402	0.0	0.0	0.0
4403	0.0	0.0	0.0
4404	0.0	0.0	0.0
4405	0.0	0.0	0.0
4406	0.0	0.0	0.0
4407	0.0	0.0	0.0
4408	0.0	0.0	0.0
4409	0.0	0.0	0.0
4410	0.0	0.0	0.0
4411	0.0	0.0	0.0
4412	0.0	0.0	0.0
4413	0.0	0.0	0.0
4414	0.0	0.0	0.0
4415	0.0	0.0	0.0
4416	0.0	0.0	0.0
4417	0.0	0.0	0.0
4418	0.0	0.0	0.0
4419	0.0	0.0	0.0
4420	0.0	0.0	0.0
4421	0.0	0.0	0.0
4422	0.0	0.0	0.0

Pipe 2931
Top of River Flow
River Width: 4393.71 ft
River Length: ft
River Diameter: 2 ft
River Area: 3.14 sq ft
Cp: 2.0
Cd: 0.00
Q: 82.2 ft³/sec

Water Elev. (ft)	Water Flow Q (ft³/s)	Drain Flow Q (ft³/s)	Used Q (ft³/s)	Total Used Q (ft³/s)
4382	0.0	0.0	0.0	0.0
4383	0.0	0.0	0.0	0.0
4384	0.0	0.0	0.0	0.0
4385	0.0	0.0	0.0	0.0
4386	0.0	0.0	0.0	0.0
4387	0.0	0.0	0.0	0.0
4388	0.0	0.0	0.0	0.0
4389	0.0	0.0	0.0	0.0
4390	0.0	0.0	0.0	0.0
4391	0.0	0.0	0.0	0.0
4392	0.0	0.0	0.0	0.0
4393	0.0	0.0	0.0	0.0
4394	0.0	0.0	0.0	0.0
4395	0.0	0.0	0.0	0.0
4396	0.0	0.0	0.0	0.0
4397	0.0	0.0	0.0	0.0
4398	0.0	0.0	0.0	0.0
4399	0.0	0.0	0.0	0.0
4400	0.0	0.0	0.0	0.0
4401	0.0	0.0	0.0	0.0
4402	0.0	0.0	0.0	0.0
4403	0.0	0.0	0.0	0.0
4404	0.0	0.0	0.0	0.0
4405	0.0	0.0	0.0	0.0
4406	0.0	0.0	0.0	0.0
4407	0.0	0.0	0.0	0.0
4408	0.0	0.0	0.0	0.0
4409	0.0	0.0	0.0	0.0
4410	0.0	0.0	0.0	0.0
4411	0.0	0.0	0.0	0.0
4412	0.0	0.0	0.0	0.0
4413	0.0	0.0	0.0	0.0
4414	0.0	0.0	0.0	0.0
4415	0.0	0.0	0.0	0.0
4416	0.0	0.0	0.0	0.0
4417	0.0	0.0	0.0	0.0
4418	0.0	0.0	0.0	0.0
4419	0.0	0.0	0.0	0.0
4420	0.0	0.0	0.0	0.0
4421	0.0	0.0	0.0	0.0
4422	0.0	0.0	0.0	0.0

Primary Principle Spillway

July 2022

Project: Cantrell Dam
 Project No: 22-600-147-00
 Calculation: Culvert Flow

Primary Principle Spillway			
Invert Elev	4380.71	ft	
Pipe Size	2	ft	
Pipe Area	3.1	ft^2	
	2124" CMP flow from Culvertmaster	Total Q	
WSEL (ft)	Q (cfs)	Q (cfs)	
4382	11.90	12	
4383	32.03	32	
4384	61.76	62	
4385	81.51	82	
4386	63.03	63	
4387	65.96	66	
4388	68.82	69	
4389	71.60	72	
4390	74.28	74	
4391	76.86	77	
4392	79.36	79	
4393	81.79	82	
4393.78	83.63	84	
4393.9	83.91	84	
4394	84.14	84	
4394.31	84.86	85	
4394.5	85.30	85	
4395	86.44	86	
4396	88.67	89	Auxiliary Spillway Crest
4397	90.86	91	
4398	92.98	93	
4399	95.06	95	
4400	97.11	97	
4401	99.10	99	
4402	101.05	101	Dam Crest

Riser Orifice Flow

14/1/2022

Project: Campbell Dam
 Project No: 22-0504-14-00
 Calculation: Riser Orifice Flow

$$Q = C_d A \sqrt{2gh}$$

Top of Structure: 4394.1
 Cd: 0.67
 g: 32.2 ft/sec²

Top of Str.: 4324.9
 Cd: 0.69257
 g: 32.2 ft/sec²

Pipe 2000 Riser 1 Orifices				Pipe 2000 Riser 2 Orifices				Pipe 2000 Riser 3 Orifices				Pipe 2000 Riser 4 Orifices				Pipe 2000 Riser 5 Orifices				Total Flow Time Low Flow Riser Orifices
Head Dia	Head Area	Head Flow	# of Orifices	Head Dia	Head Area	Head Flow	# of Orifices	Head Dia	Head Area	Head Flow	# of Orifices	Head Dia	Head Area	Head Flow	# of Orifices	Head Dia	Head Area	Head Flow	# of Orifices	
4394.1	0.3449	4384.78	1	4394.1	0.3449	4384.78	1	4394.1	0.3449	4384.78	1	4394.1	0.3449	4384.78	1	4394.1	0.3449	4384.78	1	
WSEL (ft)	Q (cfs)	Q (row cfs)	WSEL (ft)	Q (cfs)	Q (row cfs)	WSEL (ft)	Q (cfs)	Q (row cfs)	WSEL (ft)	Q (cfs)	Q (row cfs)	WSEL (ft)	Q (cfs)	Q (row cfs)	WSEL (ft)	Q (cfs)	Q (row cfs)	WSEL (ft)	Q (cfs)	Q (row cfs)
4382	0.0	0.0	4382	0.0	0.0	4382	0.0	0.0	4382	0.0	0.0	4382	0.0	0.0	4382	0.0	0.0	4382	0.0	0.0
4383	0.0	0.0	4383	0.0	0.0	4383	0.0	0.0	4383	0.0	0.0	4383	0.0	0.0	4383	0.0	0.0	4383	0.0	0.0
4384	0.0	0.0	4384	0.0	0.0	4384	0.0	0.0	4384	0.0	0.0	4384	0.0	0.0	4384	0.0	0.0	4384	0.0	0.0
4385	0.0	0.0	4385	0.0	0.0	4385	0.0	0.0	4385	0.0	0.0	4385	0.0	0.0	4385	0.0	0.0	4385	0.0	0.0
4386	1.8	1.8	4386	0.0	0.0	4386	0.0	0.0	4386	0.0	0.0	4386	0.0	0.0	4386	0.0	0.0	4386	0.0	0.0
4387	2.6	2.6	4387	0.0	0.0	4387	0.0	0.0	4387	0.0	0.0	4387	2.4	2.4	4387	0.0	0.0	4387	0.0	0.0
4388	3.2	3.2	4388	1.2	1.2	4388	0.0	0.0	4388	0.0	0.0	4388	3.0	3.0	4388	0.0	0.0	4388	0.0	0.0
4389	3.7	3.7	4389	2.2	2.2	4389	0.0	0.0	4389	0.0	0.0	4389	3.6	3.6	4389	1.9	1.9	4389	0.0	0.0
4390	4.1	4.1	4390	2.9	2.9	4390	0.0	0.0	4390	0.0	0.0	4390	4.0	4.0	4390	2.7	2.7	4390	0.0	0.0
4391	4.5	4.5	4391	3.4	3.4	4391	1.7	1.7	4391	0.0	0.0	4391	4.4	4.4	4391	3.2	3.2	4391	1.2	1.2
4392	4.9	4.9	4392	3.9	3.9	4392	2.5	2.5	4392	0.0	0.0	4392	4.8	4.8	4392	3.7	3.7	4392	2.2	2.2
4393	5.2	5.2	4393	4.3	4.3	4393	3.1	3.1	4393	0.5	0.4	4393	5.2	5.2	4393	4.2	4.2	4393	2.9	2.9
4393.78	5.5	5.5	4393.78	4.6	4.6	4393.78	3.5	3.5	4393.78	1.8	1.4	4393.78	5.4	5.4	4393.78	4.6	4.6	4393.78	3.2	3.2
4393.9	5.5	5.5	4393.9	4.7	4.7	4393.9	3.6	3.6	4393.9	1.9	1.5	4393.9	5.5	5.5	4393.9	4.9	4.9	4393.9	3.4	3.4
4394	5.6	5.6	4394	4.7	4.7	4394	3.6	3.6	4394	2.0	2.0	4394	5.6	5.6	4394	4.9	4.9	4394	3.5	3.5
4394.31	5.7	5.7	4394.31	4.8	4.8	4394.31	3.6	3.6	4394.31	2.1	2.1	4394.31	5.6	5.6	4394.31	4.7	4.7	4394.31	3.5	3.5
4394.5	5.7	5.7	4394.5	4.8	4.8	4394.5	3.6	3.6	4394.5	2.1	2.1	4394.5	5.6	5.6	4394.5	4.8	4.8	4394.5	3.7	3.7
4395	5.9	5.9	4395	5.1	5.1	4395	4.1	4.1	4395	2.6	2.6	4395	5.8	5.8	4395	4.9	4.9	4395	3.9	3.9
4395	6.2	6.2	4395	5.4	5.4	4395	4.6	4.6	4395	3.1	3.1	4395	6.1	6.1	4395	5.1	5.1	4395	4.3	4.3
4397	6.4	6.4	4397	5.7	5.7	4397	4.9	4.9	4397	3.6	3.6	4397	6.4	6.4	4397	5.6	5.6	4397	4.7	4.7
4398	6.7	6.7	4398	6.0	6.0	4398	5.2	5.2	4398	4.3	4.3	4398	6.6	6.6	4398	5.8	5.8	4398	5.1	5.1
4399	7.0	7.0	4399	6.3	6.3	4399	5.5	5.5	4399	4.6	4.6	4399	6.9	6.9	4399	6.2	6.2	4399	5.4	5.4
4400	7.2	7.2	4400	6.6	6.6	4400	5.8	5.8	4400	5.0	5.0	4400	7.1	7.1	4400	6.5	6.5	4400	5.7	5.7
4401	7.4	7.4	4401	6.8	6.8	4401	6.1	6.1	4401	5.3	5.3	4401	7.4	7.4	4401	6.7	6.7	4401	6.0	6.0
4402	7.7	7.7	4402	7.1	7.1	4402	6.4	6.4	4402	5.7	5.7	4402	7.6	7.6	4402	7.0	7.0	4402	6.3	6.3

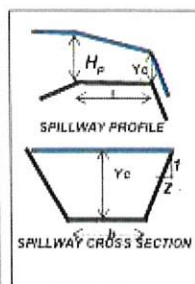
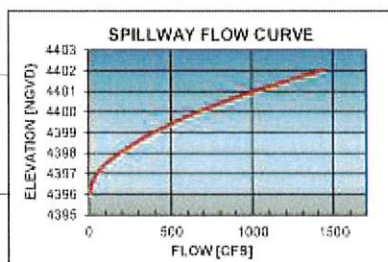
*WSEL values consider the standpipes at 2001 and 2002.

Project: Centrell Dam
 Project No: 22-600-147-00
 Calculation: Auxiliary Spillway Flow for Trapezoidal Spillway

AUXILIARY SPILLWAY FLOW for TRAPEZOIDAL SPILLWAY

INPUT DESIGN PARAMETERS:

SELECTED BOTTOM WIDTH (b)	=	22.00	ft
SIDE SLOPE (Z)	=	2.50	
LEVEL SECTION LENGTH (L)	=	32.00	ft
ROUGHNESS COEFFICIENT (n)	=	0.035	
SPILLWAY INVERT ELEVATION	=	4396.00	



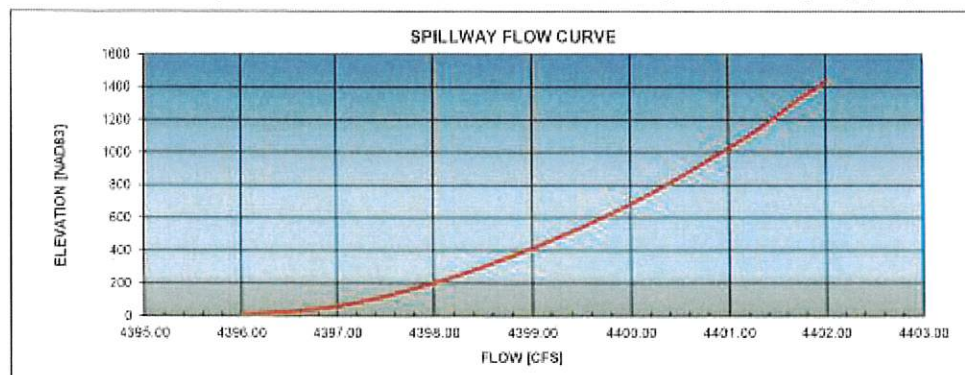
OUTPUT:

SELECTED Yc [ft]	Ae [ft²]	T [ft]	Qc [cfs]	Vc [fps]	Hec [ft]	a	Hp [ft]	R [ft]	Se [ft/ft]	ELEV
0.00			0							4396.00
0.56	13.02	24.78	54	4.11	0.82	0.00698	1.00	0.52	0.0224	4397.00
1.29	32.94	28.45	197	6.37	1.86	0.00231	2.00	1.12	0.0175	4398.00
2.03	54.86	32.13	407	7.41	2.88	0.00129	3.00	1.67	0.0154	4399.00
2.77	80.24	35.87	691	8.49	3.89	0.00086	4.00	2.17	0.0142	4400.00
3.53	108.74	39.64	1022	9.46	4.90	0.00054	5.00	2.65	0.0133	4401.00
4.29	140.39	43.43	1432	10.20	5.91	0.00030	6.00	3.11	0.0127	4402.00

CRITICAL FLOW EQUATIONS*

- (1) $Q_c = \sqrt{RT}(gA^3/T)$, (5) $H_{ec} = Y_c + V_c^2/2g$, (8) $S_e = 14.56n^2A/(R^{1.33})T$,
 (2) $A_c = (b + ZY_c)Y_c$, (6) $H_p = H_{ec}(1 + aL)$, (9) $R = (b + ZY_c)Y_c / (b + 2Y_c\sqrt{1 + Z^2})$,
 (3) $V_c = \sqrt{RT}(gA/T)$, (7) $a = (4.32n^2)/H_{ec}^{1.33}$,
 (4) $T = b + 2ZY_c$

* The Critical Flow Equations were obtained from SCS TR-2 dated 1956 and the Handbook of Hydraulics (Brater & King, 6 ed., page 9-16).

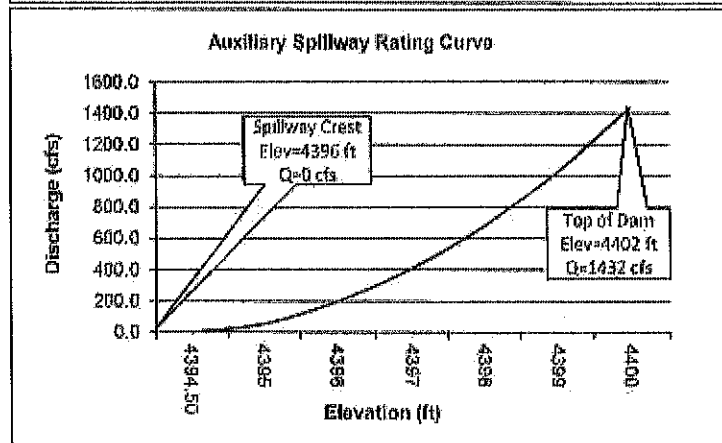
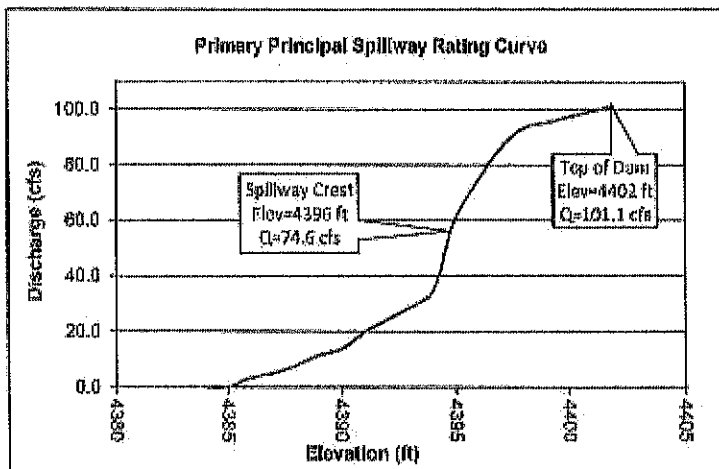


Summary of Flows

July 2022

Project: Centrell Dam
Project No: 22-000-147-00
Calculation: Outflow Summary

WSR	Existing Storage	Principle Riser Office Flows	Principle Top of Riser Flows+ Office Flows	Principle 2-24" Pipe Flows	Principle Spillway	Auxiliary Spillway	Total Flow	Notes
(ft)	Acres-Feet	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	
4382	0.0	0.0	0.0	11.9	0.0	0.0	0.0	
4383	0.0	0.0	0.0	32.0	0.0	0.0	0.0	
4384	0.0	0.0	0.0	61.8	0.0	0.0	0.0	
4385	0.0	0.0	0.0	61.6	0.0	0.0	0.0	
4386	0.1	3.2	3.2	63.0	3.2	0.0	3.2	
4387	0.2	4.9	4.9	60.0	4.9	0.0	4.9	
4388	0.4	7.6	7.6	68.8	7.6	0.0	7.6	
4389	0.7	11.3	11.3	71.6	11.3	0.0	11.3	
4390	1.2	13.7	13.7	74.3	13.7	0.0	13.7	
4391	1.8	19.7	19.7	76.9	19.7	0.0	19.7	Controlled by Tower
4392	2.5	24.3	24.3	79.4	24.3	0.0	24.3	
4393	3.3	28.7	28.7	81.8	28.7	0.0	28.7	
4393.78	3.3	32.1	32.1	83.8	32.1	0.0	32.1	
4393.00	3.3	32.6	33.3	83.9	33.3	0.0	33.3	
4394	4.3	32.9	34.8	84.1	34.8	0.0	34.8	
4394.31	4.3	34.1	41.1	84.8	41.1	0.0	41.1	
4394.50	4.3	34.7	47.4	85.3	47.4	0.0	47.4	
4395	5.4	36.4	60.8	86.4	60.8	0.0	60.8	
4396	6.9	39.5	74.6	88.7	74.6	0.0	74.6	Auxiliary Spillway Crest
4397	9.1	42.3	85.6	90.0	85.6	63.8	139.2	
4398	11.7	44.9	95.0	93.0	93.0	197.5	290.5	
4399	14.9	47.4	103.6	95.1	95.1	406.8	501.8	Controlled by 24"
4400	18.4	49.7	111.2	97.1	97.1	681.0	778.1	
4401	22.1	51.9	118.4	99.1	99.1	1021.9	1121.0	
4402	26.8	54.1	125.2	101.1	101.1	1432.0	1533.0	Dam Crest



Stage Storage

July 2022

Project: Cantrell Dam
 Project No: 22-600-147-00
 Calculation: Stage Storage

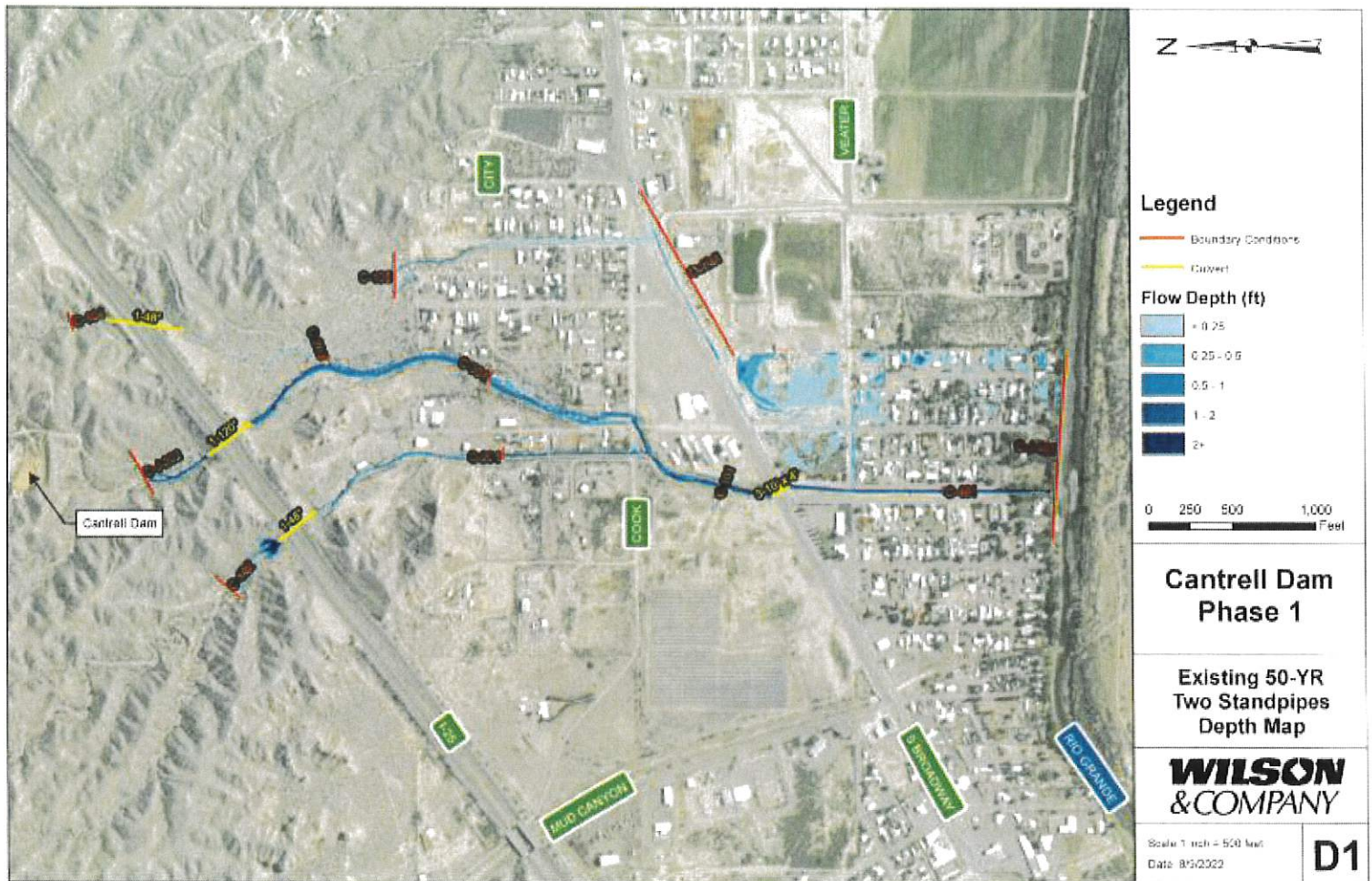
Existing Volume					
Elevation	Area		Volume		
FT	SF	AC	CF	ACFT - Interval	ACFT - Cumulative
4,382.0	0	0.0	0	0.00	0.0
4,383.0	20	0.0	10	0.00	0.0
4,384.0	299.62	0.0	160	0.00	0.0
4,385.0	1,350.42	0.0	825	0.02	0.0
4,386.0	2,687.94	0.1	2019	0.05	0.1
4,387.0	6,192.54	0.1	4440	0.10	0.2
4,388.0	11,278.33	0.3	8735	0.20	0.4
4,389.0	17,592.90	0.4	14436	0.33	0.7
4,390.0	23,387.76	0.5	20490	0.47	1.2
4,391.0	28,602.56	0.7	25995	0.60	1.8
4,392.0	33,824.95	0.8	31214	0.72	2.5
4,393.0	39,001.07	0.9	36413	0.84	3.3
4,394.0	44,024.84	1.0	41513	0.95	4.3
4,395.0	50,968.13	1.2	47496	1.09	5.4
4,396.0	83,061.49	1.9	67015	1.54	6.9
4,397.0	105,710.55	2.4	94386	2.17	9.1
4,398.0	125,236.03	2.9	115473	2.65	11.7
4,399.0	147,455.02	3.4	136346	3.13	14.9
4,400.0	164,839.78	3.8	156147	3.58	18.4
4,401.0	181,270.28	4.2	173055	3.97	22.4
4,402.0	203,103.42	4.7	192187	4.41	26.8

Spillway Elevation

Top of Embankment

Appendix D HEC-RAS Output

- D1 Existing 50-YR Two Standpipes Depth Map
- D2 Existing 50-YR Two Standpipes Depth Map Cook St.
- D3 Existing 50-YR Two Standpipes Velocity Map
- D4 Existing 50-YR Two Standpipes Velocity Map Cook St.
- D5 Existing 100-YR Two Standpipes Depth Map
- D6 Existing 100-YR Two Standpipes Depth Map Cook St.
- D7 Existing 100-YR Two Standpipes Velocity Map
- D8 Existing 100-YR Two Standpipes Velocity Map Cook St.
- D9 Existing 50-YR Dam Breach Depth Map
- D10 Existing 50-YR Dam Breach Depth Map Cook St.
- D11 Existing 50-YR Dam Breach Velocity Map
- D12 Existing 50-YR Dam Breach Velocity Map Cook St.
- D13 Existing 100-YR Dam Breach Depth Map
- D14 Existing 100-YR Dam Breach Depth Map Cook St.
- D15 Existing 100-YR Dam Breach Velocity Map
- D16 Existing 100-YR Dam Breach Velocity Map Cook St.
- D17 Alternative #1 Structure Map
- D18 Alternative #1 Structure Profile
- D19 Alternative #1 50-YR Two Standpipes Depth Map
- D20 Alternative #1 100-YR Two Standpipes Depth Map
- D21 Alternative #1 50-YR No Dam Depth Map
- D22 Alternative #1 100-YR No Dam Depth Map





Legend

- Road
- Boundary Condition
- Culvert

Flow Depth (ft)

- < 0.25
- 0.25 - 0.5
- 0.5 - 1
- 1 - 2
- 2+

0 50 100 200 Feet

Cantrell Dam Phase 1

Existing 50-YR
Two Standpipes
Depth Map Cook St.

**WILSON
& COMPANY**

Scale: 1 inch = 100 feet
Date: 8/9/2022

D2







Legend

Boundary Conditions

Culvert

Flow Depth (ft)

0.25

0.25 - 0.5

0.5 - 1

1 - 2

2+

0 250 500 1,000 Feet

Cantrell Dam Phase 1

Existing 100-YR
Two Standpipes
Depth Map

**WILSON
& COMPANY**

Scale: 1 inch = 500 feet
Date: 8/9/2002

D5



Legend

- Road
- Boundary Conditions
- Culvert

Flow Depth (ft)

- <0.25
- 0.25 - 0.5
- 0.5 - 1
- 1 - 2
- 2+

0 50 100 200 Feet

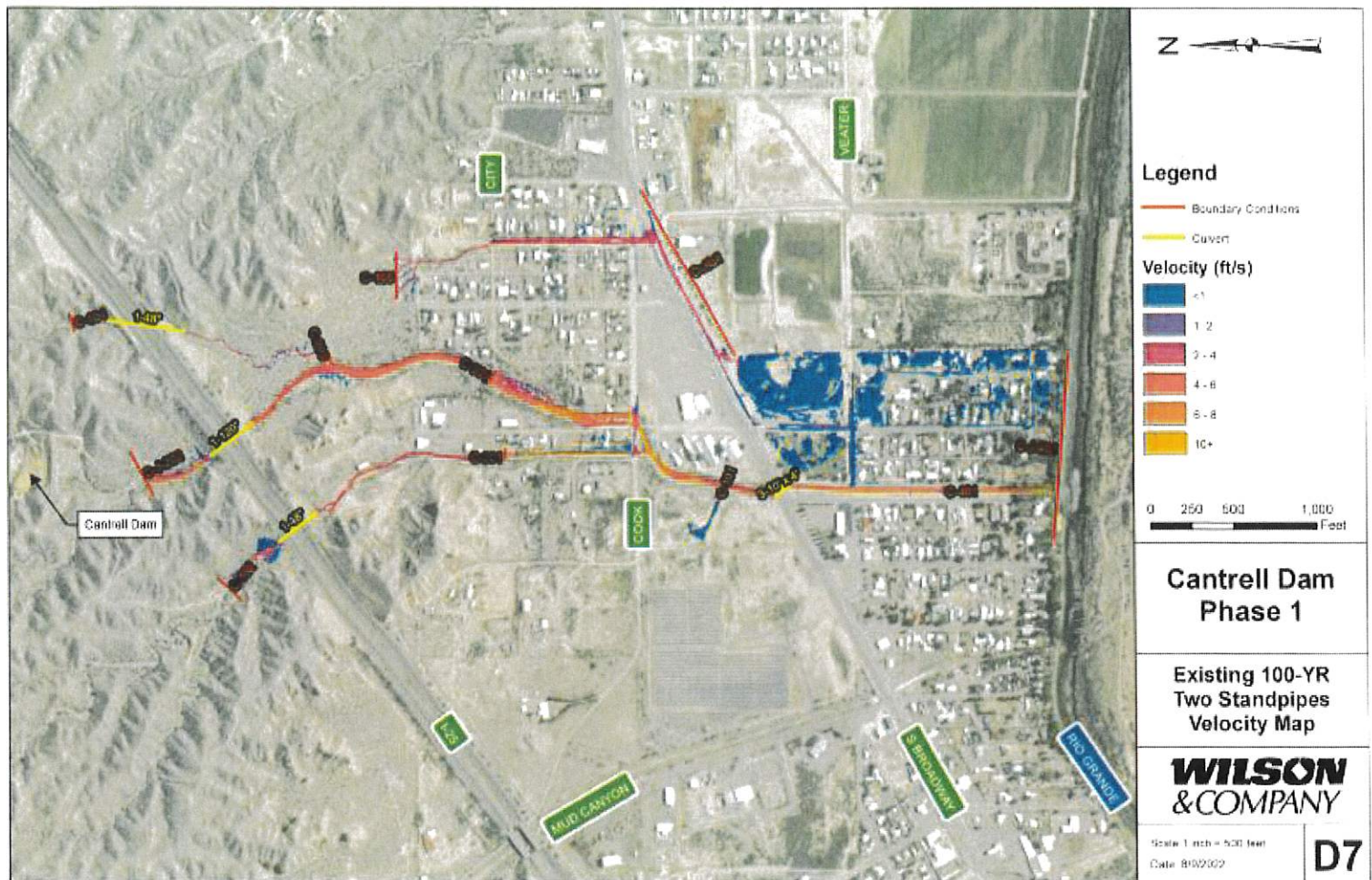
**Cantrell Dam
Phase 1**

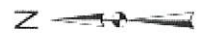
Existing 100-YR
Two Standpipes
Depth Map Cook St.

**WILSON
& COMPANY**

Scale 1 inch = 100 feet
Date 5/30/02

D6





Legend

- Road
- Boundary Conditions
- Covert

Velocity (ft/s)

- <1
- 1-2
- 2-4
- 4-6
- 6-8
- 10+

0 50 100 200 Feet

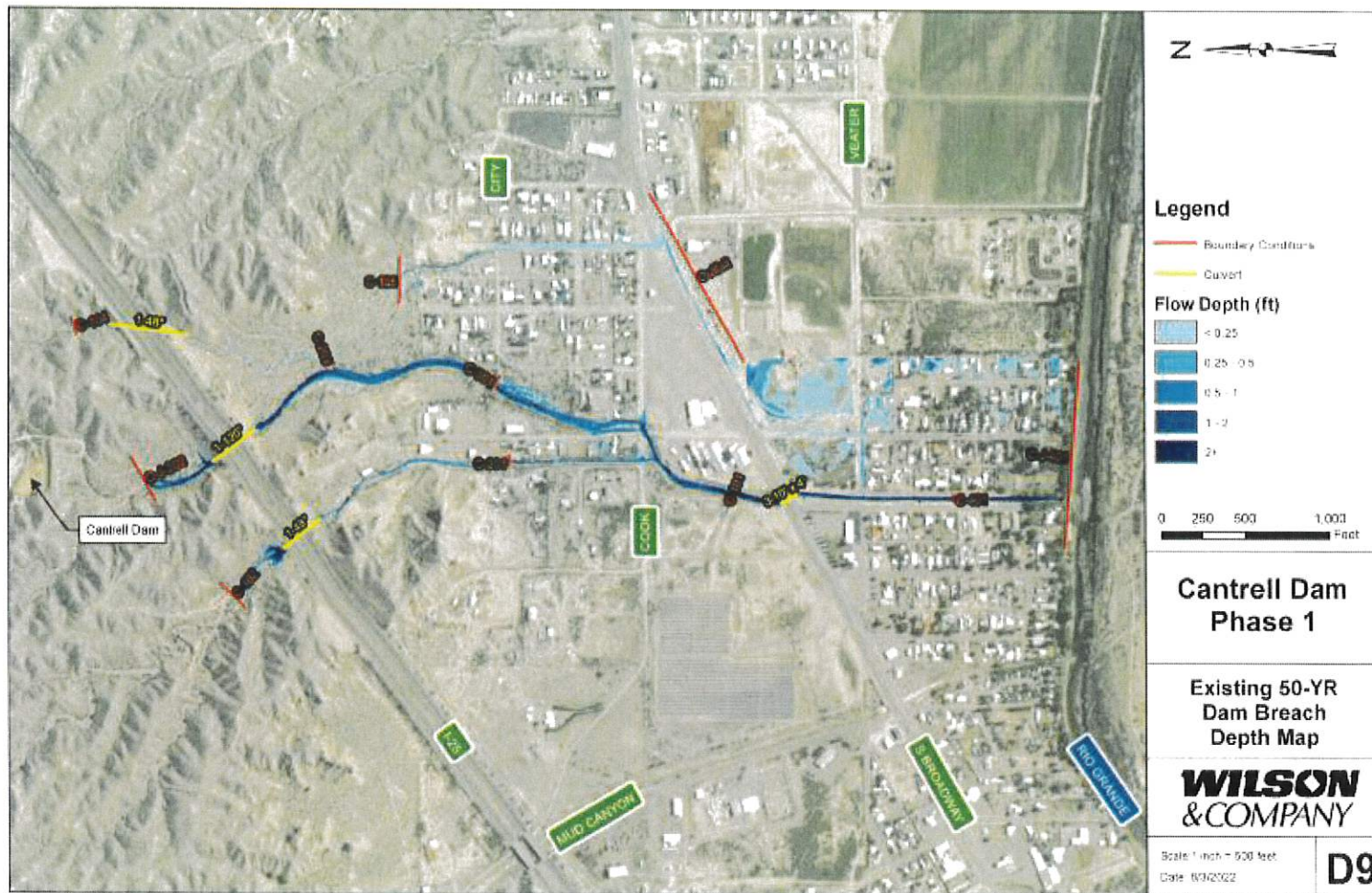
**Cantrell Dam
Phase 1**

Existing 100-YR
Two Standpipes
Velocity Map Cook St.

**WILSON
& COMPANY**

Scale: 1 inch = 100 feet
Date: 5/9/2022

D8





Legend

- Road
- Boundary Condition
- Culvert

Flow Depth (ft)

<VALUE>

- < 0.25
- 0.25 - 0.5
- 0.5 - 1
- 1 - 2
- 2+

0 50 100 200 Feet

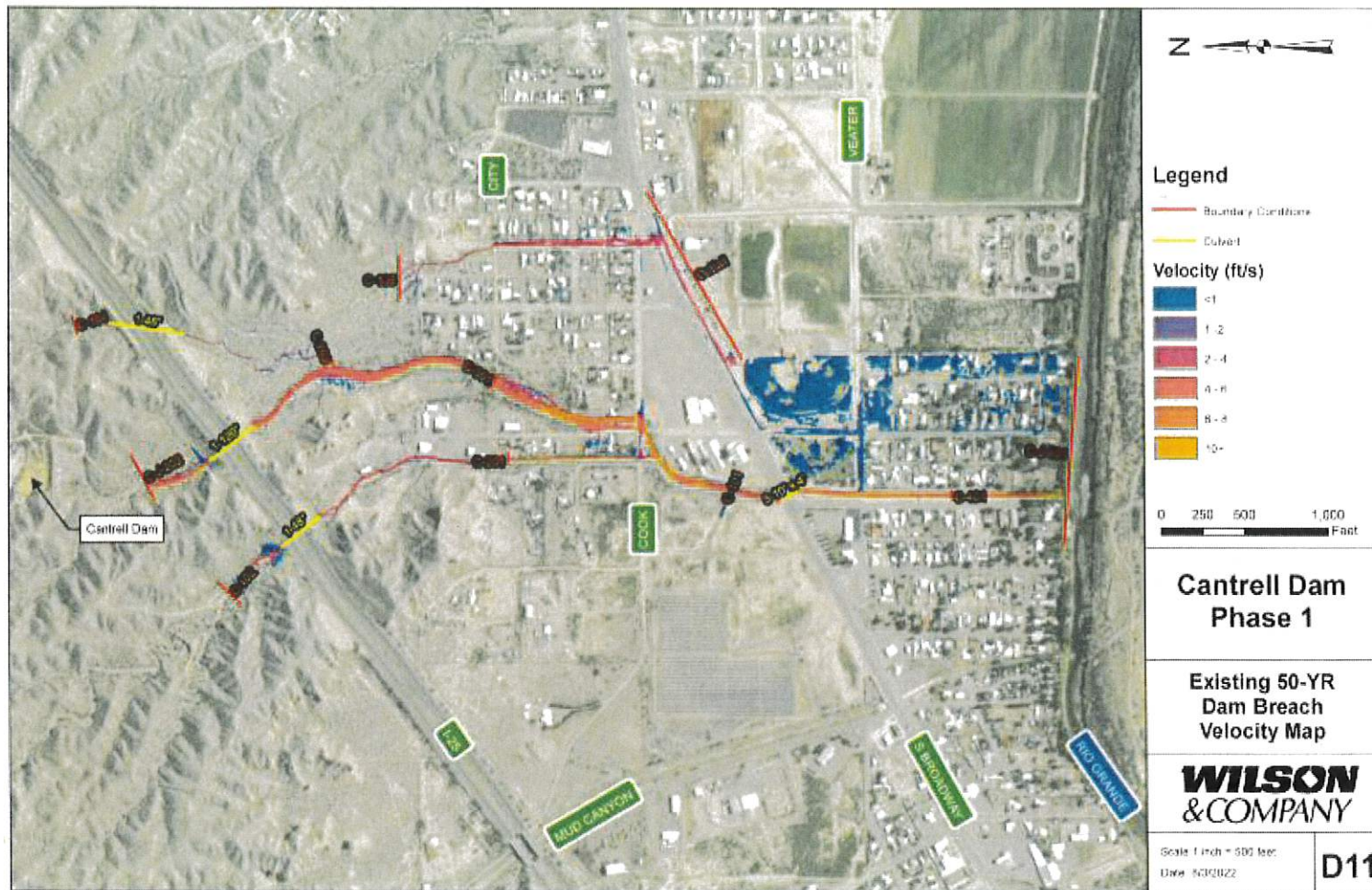
Cantrell Dam Phase 1

Existing 50-YR
Dam Breach
Depth Map Cook St.

**WILSON
& COMPANY**

Scale 1 inch = 100 feet
Date 8/3/2022

D10









Legend

- Road
- Boundary Conditions
- Culvert

Flow Depth (ft)

- <0.25
- 0.25 - 0.5
- 0.5 - 1
- 1 - 2
- 2+

0 50 100 200 Feet

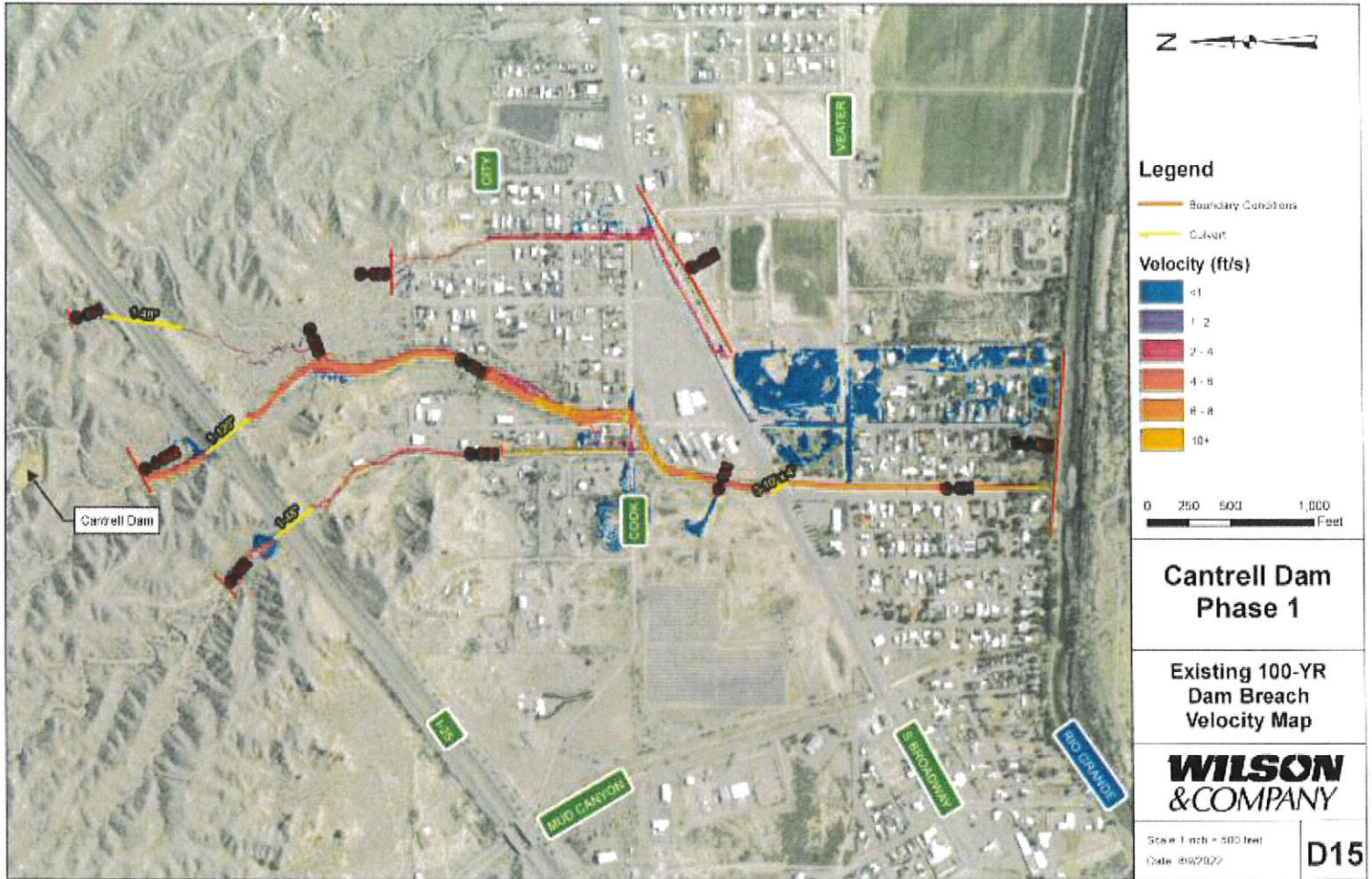
**Cantrell Dam
Phase 1**

Existing 100-YR
Dam Breach
Depth Map Cook St.

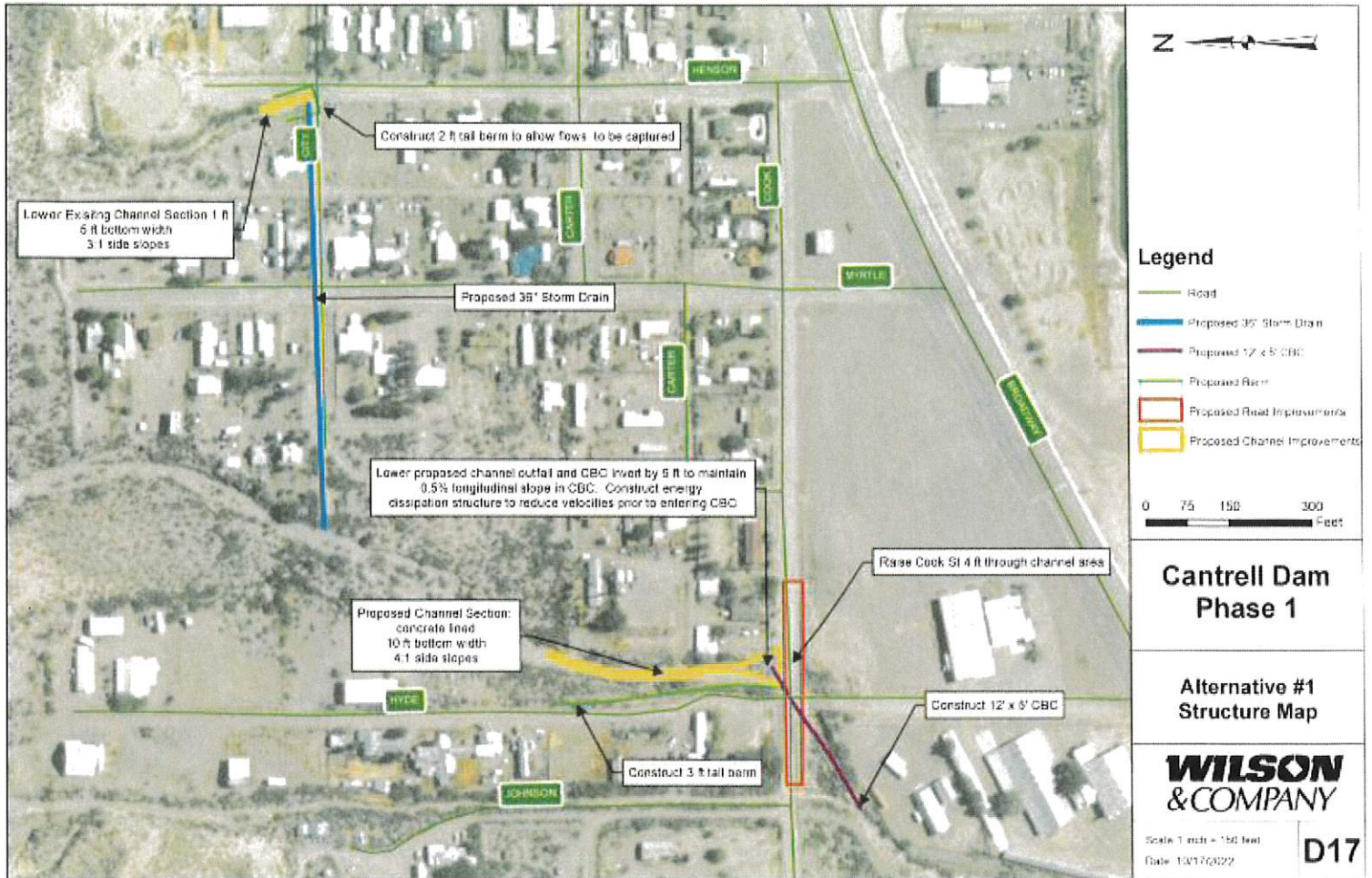
**WILSON
& COMPANY**

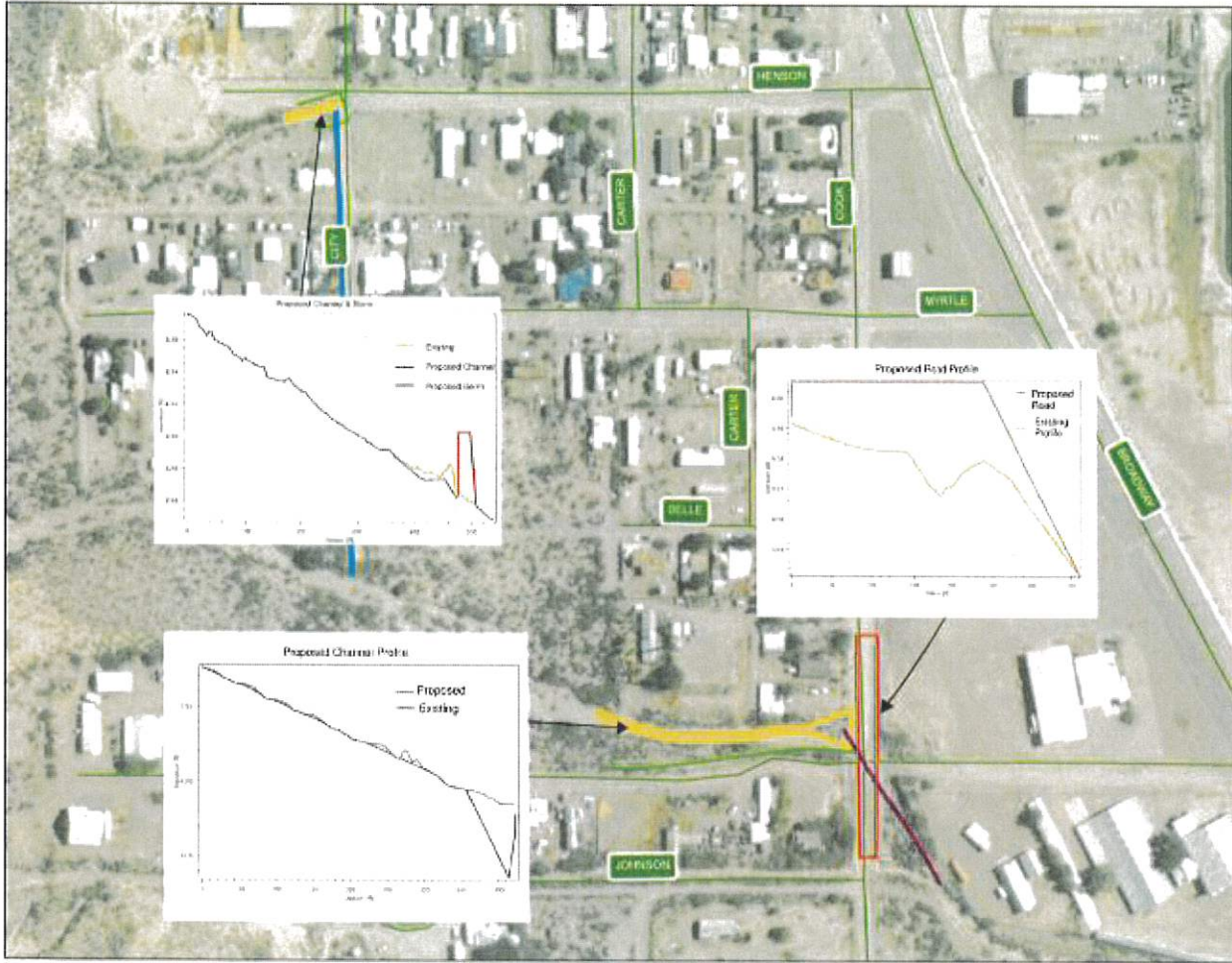
Scale 1 inch = 100 feet
Date 4/3/2022

D14









Legend

- Proposed 36" Storm Drain
- Proposed 12' x 5' CIRC
- Proposed Bank
- Road
- Proposed Road Improvements
- Proposed Channel Improvements

0 75 150 300 Feet

Cantrell Dam Phase 1

Alternative #1 Structure Profiles

**WILSON
& COMPANY**

Scale 1 inch = 150 feet
Date 10/20/2022

D18









Legend

- Proposed 30' Storm Drain
 - Proposed 12' x 5' C300
 - Drain
- Flow Depth (ft)**
- < 0.25
 - 0.25 - 0.5
 - 0.5 - 1
 - 1 - 2
 - 2+

0 75 150 300 Feet

**Cantrell Dam
Phase 1**

**Alternative #1 100YR
No Dam
Depth Map**

**WILSON
& COMPANY**

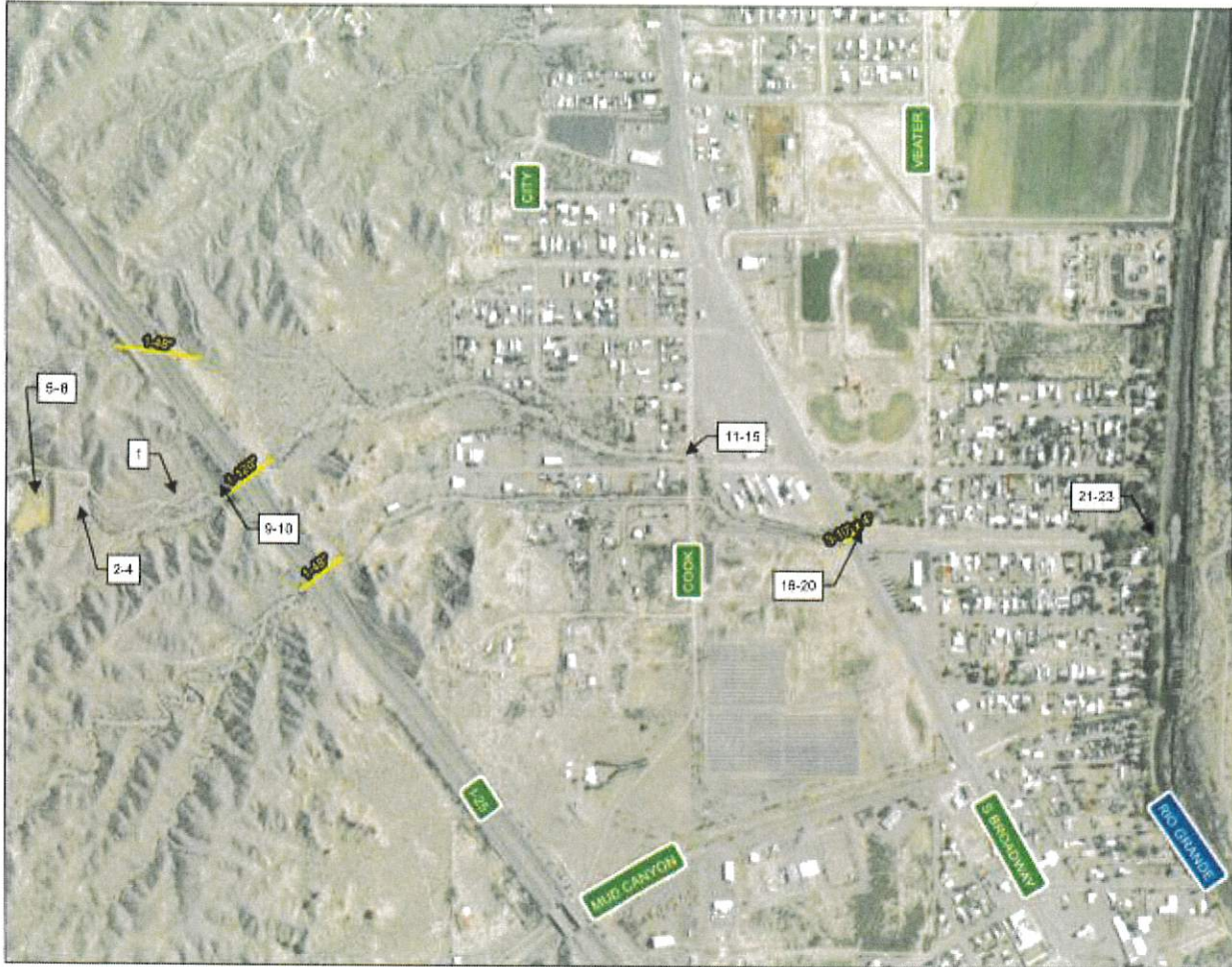
Scale: 1 inch = 150 feet
Date: 10/25/2022

D22

Appendix E Photos

E1 Photo Location Map

E2-E7 Photos



Legend

Current

0 250 500 1,000 Feet

**Cantrell Dam
Phase 1**

Photo Location Map

**WILSON
& COMPANY**

Scale: 1 inch = 500 feet
Date: 8/9/2022

E1

Cantrell Dam Face, Top, and Pool



1: Condition of Dam Face, Looking North



2: Dam Pool, Looking North



3: Condition of Dam Top, Looking West



4: Scour along the Dam Top, Look Northwest

Cantrell Dam Pool and Standpipes



5. Dam Pool Looking Northwest



6. Condition of 2-24-inch standpipes. Left Standpipe is clogged. Looking south.

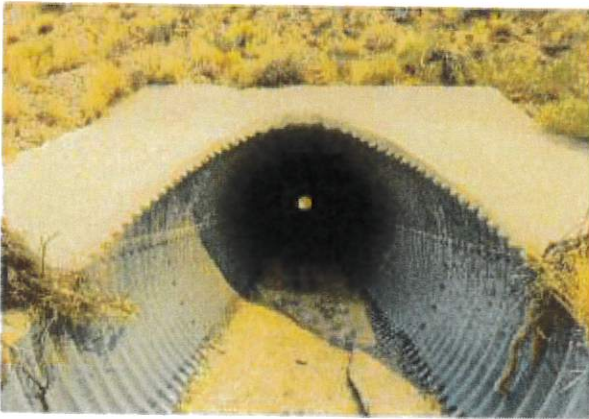


7. 2-24-inch standpipe outlets. Right outlet is clogged. Looking North



8. Close up of functioning standpipe outlet. Looking North

I-25 Crossing



9. Headwall of 120-inch CMP Looking South Towards I-25

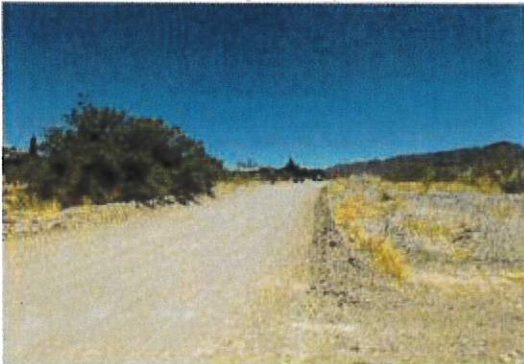


10. Inside Condition of 120-inch CMO Looking South towards I-25

Cook Street Crossing



11 Cook Street Looking North at the Upstream Channel



12 Cook Street Looking East



13 Cook Street Looking South at Downstream Channel

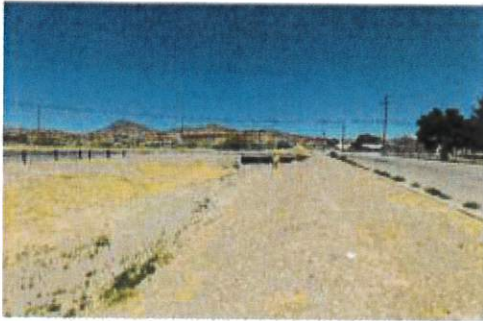


14 Cook Street Existing Concrete Berm in Upstream Channel, Looking East



15 Intersection of Hyle Street and Cook Street Looking North at Channel

S Broadway Street Crossing and Channel



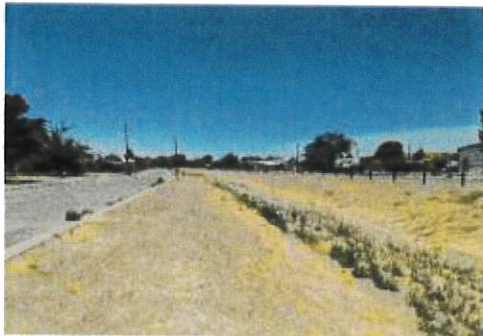
16. Downstream of 1-4 at 10' CBC Crossing at S Broadway Street Looking North



17. Condition of Downstream Side of CBC



20. Condition of CBC



18. Channel South of S Broadway Street Looking South Towards Outfall at the Rio Grande



19. Condition of Concrete Runway

Appendix F Correspondence

Ingles-Garcia, Stephen

From: McClure, Donald B <dmcclure@blm.gov>
Sent: Monday, February 27, 2023 10:38 AM
To: Ingles-Garcia, Stephen
Cc: Montez, Paula J
Subject: Cantrell Dam in Truth or Consequences, NM

You don't often get email from dmcclure@blm.gov. [Learn why this is important](#)
Hi Stephen,

I received your inquiry about Cantrell Dam including the KMZ location.

A records check showed no authorization for this structure was issued by BLM. BLM does not maintain this structure.

If the City is interested in maintaining or reconstructing the structure, a Right-of-Way would be needed. Please contact Paula Montez (cc'd on this email) to discuss a Right-of-Way.

Thanks

Don

Don McClure
Assistant District Manager
BLM, Las Cruces District Office
dmcclure@blm.gov
575-332-1164 (cell)
575-525-4366 (office)

March 27th, 2023

Narrative and Project Description for Application
City of Truth or Consequences, NM Lodgers Tax Advisory Board

Meeting of: March 27th, 2023 Submitted and made Part There Of

For several years The City of Truth Consequences Public Arts Advisory Board has focused on rehabbing and restorative work on The City owned ceramic Fountain designed by the renowned Northern New Mexico Ceramic Artist Shel Neymark. Originally powered by a hot mineral water fed cistern, it has outlived its natural life and it has been determined that a new Hot Mineral well is necessary to make the Public Art Piece work again.

The sculpture a part of the 15 site Cultural Corridors project was a Partnership of New Mexico Arts, New Mexico Highway and Transportation Department and local communities to place landmark artworks along Route 66 and The El Camino Real as they traverse New Mexico. It was a unique model for collaborations among federal, state, and local entities in the public art arena. It is the first introduction visitors to Truth or Consequences have of our magical Hot Mineral Water. It is an important tourism tool and needs to function properly.

After careful study and many reviews the City Public Art Advisory Board has selected the contractor and related work estimates to make the fountain functional again. The review and subsequent board vote has rendered the best value to the city for the work to be done and at a reasonable cost after review of several estimates.

Minutes of July 25, 2023 Under New Business Item F A project update was presented and notification that an additional request would be made for \$15k of additional Lodgers Tax Funds to complete the project.

The City of T or C's Public Art Advisory Board now makes this request.

Estimates Reviewed and voted to accept at
City of Truth or Consequences Public Art Advisory
Board meeting of March 15th, 2023

Maudlin Drilling-----	\$15,396.04
Borderland Construction-----	\$3,255.00
Zia Electric-----	\$2,085.00
State of NM Engineers Office	
Well Drilling Permit-----	\$200.00

Total Work Estimates: \$20,736.04

Funds Available: The City of T or C Public Arts

Advisory Board by Ordinance receives 1%

Annually from the Lodgers tax fund for

Projects within the city

Fund Balance: \$9,013.69

Sierra County Arts Council has

\$3,957.98 in a public Art Fund

To Contribute

SCAC fund: \$3,957.98

Total funds available: \$12,971.67

Funds Short: (-7,964.37)

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, JULY 25, 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, July 25, 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 – VIA PHONE

ALSO PRESENT:

Bruce Swingle, City Manager
Tammy Gardner, Executive Assistant
Lisa Gabaldon, Interim Deputy 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 of May 23, 2022.

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

3. COMMENTS FROM THE PUBLIC:

No Comments.

4. OLD BUSINESS:

a. Discussion/Action: Lodger's Tax Expense Report, Tammy Gardner
Tammy Gardner addressed the board with a handout of the board's expenditure report from the last fiscal year. Tammy explained which organizations used the money for their projects and which ones didn't.
Chairman Foerstner asked what the procedure is for rolling over the funds.
Tammy Gardner stated that the monies will automatically roll over into the next year for 2 years.

City Manager Swingle stated that the board will have \$95,577 roll over into FY 23. They will be getting a huge increase in revenue. The total budget for this year is \$292,162. This is the amount of money that this board has the ability to spend this fiscal year.

Tammy Gardner stated that as far as the Chamber of Commerce goes, the amount that was remaining in their funding was due to miscommunication; typically people come in and physically hand her reimbursements and instead they were emailing her everything. The emails got confusing between them and she may have missed a reimbursement request and when they changed project to project, they brought 2 projects to one meeting, so she took the 2 applications and did one PO for it; she's now learned not to do that. From now on, each project will be issued their own PO. They also ran out of time to complete the project so the \$17,000 will roll over but they are going to ask if they can complete the project later on.

Chairman Foerstner asked what the procedure is if they don't spend it all; do they need to approve it or do they need to go back and reapply?

Vice-Chairman Kelley stated that they may want to revise their original plan.

City Manager Swingle stated that the issue comes in with the agreements that they have them sign. The contracts are for a FY. It can be revised.

Vice-Chairman Kelley stated that it seems easier to make them reapply.

City Manager Swingle stated that they would prefer to leave it within the FY; those monies come in and they would like to pay them out within that FY so that they're not carrying over money in the future.

Tammy Gardner stated that she cannot issue a PO that pays for last year's and they can't issue contracts that pay for this year's to next year. It makes sense for them to reapply.

5. NEW BUSINESS:

a. Discussion/Action: Veterans Memorial Park & Museum 2022-2023 Lodgers Tax Grant Application.

Maggie Allen and Wendy Barnes addressed the board requesting money for pamphlets and the billboard sign.

Vice-Chairman made a motion to approve \$1,106.64 for new pamphlets and \$3,649.20 for the billboard sign on I-25/new design.

Member DeMarino seconded the motion.

Motion carried unanimously.

b. Discussion/Action: MainStreet 2022-2023 Lodgers Tax Grant Applications

Moshe Koenick was not able to attend the meeting but everything was explained in the request that he submitted for \$1,200 for the design and \$3,400 for the materials and labor.

Member DeMarino made a motion to approve \$1,200 for the design and \$3,400 for the materials and labor.

Vice-Chairman Kelley seconded the motion.

Motion carried unanimously.

c. Discussion/Action: Geronimo Trail Scenic Byway 2022-2023 Lodgers Tax Grant Application

LaRena Miller addressed the board requesting \$488.25 for brochures for design and graphics and \$3,381.38 for printing 20,000 brochures.

Vice-Chairman Kelley made a motion to approve \$488.25 for brochures for design and graphics and \$3,381.38 for printing 20,000 brochures for a total of \$3,869.63

Member DeMarino seconded the motion.

Motion carried unanimously.

d. Discussion/Action: Recommendation for Appointment of Board Member:

1) Jessica MacKenzie

Jessica Mackenzie introduced herself to the board and went over all of her experience.

Member DeMarino made a motion to approve Jessica Mackenzie to the Lodgers Tax Advisory Board.

Vice-Chairman Kelley seconded the motion.

Motion carried unanimously.

2) Gordon Edelheit

Vice-Chairman Kelley made a motion to table the application until the next meeting.

Member DeMarino seconded the motion.

Motion carried unanimously.

e. Discussion/Action: New Lodgers Tax Ordinance, Chairman Foerstner

Chairman Foerstner stated that he understands that the City is considering a new ordinance but he didn't know if the board needs to approve it or if it has anything to do with them. He wants to make sure that they are in state compliance. City Manager Swingle stated that this resulted from an inquiry from Kim Skinner. He stated that he would not hesitate using Lodgers Tax from governmental entities; that is permissible. All they would be doing is amending the language to include local governments and tribal governments.

Vice-Chairman Kelley made a motion to support the resolution that will amend the distribution of lodgers tax to include distribution going to local governments and tribal governments and once this is approved they will also make the amendment on the guidelines.

Member DeMarino seconded the motion.

Motion carried unanimously.

f. Discussion/Action: City Public Art Project, Cary "Jagger" Gustin

Cary 'Jagger' Gustin addressed the board by telling them of all of the projects that the Public Arts Advisory Board has done around the City. For FY23, the PAAB has \$9,014 in their fund and the Arts Council has \$3,956.77 to spend, bringing the total amount available to \$12,970.77. For the last 2 years, the project has been to get the fountain to work at the Geronimo Springs Museum. It is a vital tourist attraction. He went on to explain the problems with getting the fountain to work. He is requesting funding for \$15,000 to get a well driller to come in and repair the fountain. PAAB receives 1% of lodger's tax for funding in order to get a well driller. He has gotten an estimate from Rainmaker Drilling for \$19,000 and has made calls to a few others to come in and give them estimates as well. He wants a turn-key operation for the well.

City Manager Swingle stated that the numbers that are calculated after administrative costs are taken by the City, so there is some overhead that is taken out first.

Chairman Foerstner stated that the estimate for 100 feet of drilling is too much.

Cary 'Jagger' Gustin stated that they hired an artist to come and replace tiles and do some repair work for the fountain so that they wouldn't lose the money to the general fund.

Chairman Foerstner made a recommendation that Jagger get a better bid for a well that is going to do everything that he needs.

Vice-Chairman Kelley advised that if there is an overage of cost to get the job done, then he can apply for funding for the balance.

Chairman Foerstner recommended that Jagger get a better quote and he would give him a few contacts.

g. Discussion/Action: Chamber of Commerce, Marianne Blau

Chairman Foerstner asked if this was to address the carryover.

Vice-Chairman Kelley stated that she feels they need to reapply. There is no application; it would be cleaner to have them reapply.

Cary 'Jagger' Gustin addressed the board in Marianne's absence. He stated that it's a \$35,000 project which places billboards along the interstate in El Paso. Because of the amount of money, the Chamber doesn't allow for them to pay the money outright so they were able to pay in increments. They pay \$4,500 and then get reimbursed and then they do it again. Currently, they are remised for one payment. They just want to complete the project.

City Manager Swingle stated that they would have to revise the contract; the contract had an expiration date of the fiscal year. The board does not need to make any changes, the City does.

Member DeMarino made a recommendation that the City Commission amend the Lodger's Tax contract for the Chamber of Commerce to let them finish up their project by completing the social media portion and the amount would be the money that was allotted in the first application for the social media.
Vice-Chairman Kelley seconded the motion.
Motion carried unanimously.

6. COMMENTS FROM THE BOARD

Member DeMarino reiterated about making sure that the organizations that the board gives money to have the money to do the projects.
Vice-Chairman stated that it's really sad for a project to stall because of cash flow.

7. COMMENTS FROM STAFF

City Manager Swingle did a follow up on the drama with Airbnb. He went on to talk about the budget for FY23. He stated that they need to come up with a fix on their end in regards to non-profits not having enough money. The smaller the non-profit the more important lodger's tax is; they are less likely to have the capital.

Vice-Chairman Kelley stated that before the system was that the organizations brought the invoices to City Hall and they didn't have to go through the reimbursement part, they were just paid directly. We may want to consider going back to that.

City Manager Swingle stated that the only issue with that is if the City is going to be paying, then on the procurement we have to have 3 quotes, we have to make sure that all of the procurements are done. We always have to get the best attainable price.

Chairman Foerstner asked that the City look into other cities and their Airbnb policies and how they're collecting tax. Maybe they need to put something in an ordinance so that Airbnb is required to collect the tax. We need to look at other cities codes and see how they are collecting the taxes.

Vice-Chairman Kelley stated that she would go online and look at other cities ordinances to see what they say.

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 26th DAY OF SEPTEMBER 2022.

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

April 12th, 2023

Narrative and Project Description for Review and Approval

City Commission, City of Truth or Consequences, NM

Commission Meeting of April 12th, 2023

Good Morning: Mayor Forrester, Ladies of the Commission, Bruce, Good Morning, Angela, City Clerk, Jay good morning Tracy from administration good morning, Ladies and Gentlemen in the audience: It's an honor to speak before you this morning I am Cary 'jagger' Gustin representing the Cities Public Art Board

For several years The City of Truth Consequences Public Arts Advisory Board has focused on rehabbing and restorative work on The City owned ceramic Fountain designed by the renowned Northern New Mexico Ceramic Artist Shel Neymark. Originally powered by a hot mineral water fed cistern, it has outlived its natural life and it has been determined that a new Hot Mineral well is necessary to make the Public Art Piece work again.

The sculpture a part of the 15 site Cultural Corridors project was a Partnership of New Mexico Arts, New Mexico Highway and Transportation Department and local communities to place landmark artworks along Route 66 and The El Camino Real as they traverse New Mexico. It was a unique model for collaborations among federal, state, and local entities in the public art arena. It is the first introduction visitors to Truth or Consequences have of our magical Hot Mineral Water. It is an important tourism tool and needs to function properly.

After careful study and many reviews the City Public Art Advisory Board has selected the contractor and related work estimates to make the fountain functional again. The review and subsequent

board vote has rendered the best value to the city for the work to be done and at a reasonable cost after review of several estimates.

Estimates Reviewed and voted to accept at
City of Truth or Consequences Public Art Advisory
Board meeting of March 15th, 2023

Maudlin Drilling-----	\$15,396.04
Borderland Construction-----	\$3,255.00
Zia Electric-----	\$2,085.00
State of NM Engineers Office	
Well Drilling Permit-----	\$200.00

Total Work Estimates: \$20,736.04

Funds Available: The City of T or C Public Arts
Advisory Board by Ordinance receives 1%
Annually from the Lodgers tax fund for
Projects within the city Fund Balance: \$9,013.69
Sierra County Arts Council has
\$3,957.98 in a public Art Fund
To Contribute SCAC fund: \$3,957.98

Additional funding from City of T or C Lodgers Tax
Advisory Board approved at March 27th, 2023
Board meeting-----\$15,000.00

Total funds available: \$27,971.67

Funds not allocated: \$7,235.63

The City of Truth or Consequences Public Arts Advisory Board
now makes the request for approval by the Commission and
permission to proceed with the project on behalf of the City of
Truth or Consequences, NM

I will now stand for any questions the commission may have.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, April 26, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: May 5, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-10-2023

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, APRIL 26, 2023

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Forrister called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Hechler moved to approve the agenda with the amendment of G1 being presented after item E1. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PUBLIC COMMENT (3 Minute Rule Applies):

Priscilla Spitler addressed the Commission with comments related to:

- She is a 16 year resident, and owner of two businesses. One being an Airbnb which contributes to Lodgers Tax. She asked that the Commission approve MainStreet's funding request from Lodgers Tax because they have been a vital source for 13 years in providing down town business, tourism and assistance with store fronts and new paint jobs and mural projects. They also sponsor popular holiday events for our children as well as Art Hop night. They have improved the face downtown, and are an important part of our community, so she hopes that the city will approve the funding for not only MainStreet, but other vital organizations as well.

Cathy Mears Martin addressed the Commission with comments related to:

- She is here on behalf on MainStreet. MainStreet has recently completed an update on their economic transformation strategy which was provided to you by Linda DeMarino. It outlines fantastic projects that they have in the works such as a quarterly business breakfast and the relocation guides. They are also working with a specialist on a property re-development project. They submitted a grant to New Mexico Resiliency Alliance to help fund a project to help with better signage for businesses. Through that grant, they are hoping to help at least 5 businesses. Another project they are working on is a Local Economic Assistance and Development Support grant which has just opened. They are also apply for funding for an ecommerce project which will help train local business owners with online support with the aim and intention to generate additional revenue to the district from outside sources.

Marty Allen addressed the Commission with comments related to:

- She also feels that MainStreet T or C should be funded because the organization has been nothing but tremendously beneficial to the businesses downtown. She knows that there have been many of the citizens that have contacted you about supporting MainStreet T or C, and she hopes that the Commission will listen to them.

Dean Lamanna addressed the Commission with comments related to:

- He asked that the Commission continue to fund MainStreet T or C. He is a new member of the MainStreet Board of Directors and he has been serving on the Chamber of Commerce Board of Directors since January where he has helped spearhead an ongoing effort to improve communications and further promote our city's businesses and attractions. He is also the creator of the T or C social media pages where he promotes our City, Sierra County, and the State of New Mexico, mostly from his own experiential perspective. MainStreet has a long record of significant accomplishments and it is an important and vital organization. MainStreet's Board President Linda DeMarino's professionalism and willingness to volunteer so much time and her love for the city is astonishing. He is aware that there has been some communications issues between MainStreet and the

city, and that is something to be worked on, but with the willingness to listen and make adjustments, nothing is insurmountable. They have many projects in the works and he pledges to bring his professional background in media, publishing and promotions to assist with these and other projects, and to help foster greater collaboration between MainStreet, the Chamber of Commerce, and other organizations.

Linda DeMarino addressed the Commission with comments related to:

- On behalf of MainStreet Truth or Consequences she just wanted to say, when the questioning of funding came up, the two primary reasoning's were because we didn't know if it could come out of Lodgers Tax, and there was a misunderstanding that the projects that were on the contract from the previous year were not completed. She has since sent you guys the contracts and the deliverables, as well as a graph explaining how each of the contracts and services were indeed completed. She's been looking into Lodgers Tax and it appears that it is all able to happen. There may need to be some adjustments made on how it was funded in the past, but after clearing up those two things, she believes that they are indeed worth complete funding that they asked for.

Rhonda Brittan addressed the Commission with comments related to:

- She is a former owner of Black Cat Books and Coffee. She and her husband operated that business for 17 years. She bought the building before there was a MainStreet organization. Many of the buildings were a mess, and were only being fixed up by rogue business owners willing to buck the restrictive local building ordinances. Downtown was discombobulated. A group of people helped Sue Long get historical designations for downtown buildings. I bet that many current owners don't realize that they have a historic building. About that time a small group of people contacted the National MainStreet Organization, and she was very excited to see it happen here, knowing what MainStreet had done for their hometown in Washington. It has been a wonderful asset to this community with bringing a sense of cohesion to a disparate business district so she hopes that the city can support MainStreet T or C.

D. REPORTS:

City Manager Swingle reported the following:

- He gave kudos to the city staff. Everybody is working really hard. The Street Department has been working out at the shooting range and they are doing some improvements to make it a safer environment.
- Staff is very busy working on budgets, and we will be prepared to present to the Commission on May 8th and May 9th.
- We are continuing to have a dialog every 2 weeks with DFA and other state agencies on our water leak problem and the replacement of about 31,000 linear ft. of water lines. We are repairing well #6 right now. It had some issues so over the next couple of weeks the repairs are going to be made to that well. It will be

very similar to what we did to well #7 a year ago. Well #7 is working quite well and we expect the same outcome with well #6.

- The water conservation watering schedule is in play now. It runs April through September of every year. Even addressed properties should only water on Tuesday's, Thursday's, and Saturday's, and odd numbered properties should only water on Wednesday's, Friday's, and Sunday's. There is no watering on Mondays. This is a schedule that the city has imposed for many years, and the information will be printed on the city utility bills.
- The NMDOT roundabout project flipped the route so they can do the other half started. It created a little consternation and concern for drivers going through it. It is just going to take a little getting used to. I think if you can handle this construction, you are certainly going to be able to drive through the roundabout once it is completed.

City Attorney Rubin reported the following:

- At the last City Commission meeting I gave a report regarding the property of 630 Charles. This is a property that the city placed a lien on for delinquent utility invoices and the cleanup of the property itself. He filed a foreclosure action in District Court to foreclose on our lien. We had a hearing this past Wednesday, April 19th, and part of the hearing agreement we reached an agreement to resolve the case, and I was pleased with the resolution. The resolution contemplates that the owner will be paying the city all of the funds pertaining to the utilities and the cleanup of the property. It is supported by a judgement which means if there is a fault in the payment plan with the city, we would then have the right to foreclose without us having to go back to court again. In the meantime, if there are any future violations on the property, the city is still free to proceed by resolution.

City Commission Reports:

Commissioner Fahl reported the following:

- After the Wilson & Company report on the Cantrell Dam, I was contacted by members of the County Commission and the Village of Williamsburg, and they were glad to see the report, but there are some things that they did not see in the report that they would like to discuss so I would suggest that soon or before Wilson & Company gets too much further in the process that we can have a meeting with those other entities involved.

Commissioner Harrelson reported the following:

- In Socorro last weekend they had an event with a lot of attendees, and she thought it would be a really great thing to have in our community so she recommended it to the Fiesta Board. It is called midget powers. They are professional bull fighters, and they have monster trucks and little bulls, and little people who do an entire event with fireworks and singing and dancing. There are also a lot of mariachis and things like that. The director of the event told her all

about it, and she said that she would pass it on as an event that we should have at Fiesta.

Mayor Pro-Tem Hechler reported the following:

- They looked into that event that Commissioner Harrelson mentioned, but they are booked this year for Fiesta, but that doesn't mean that we can't have them come in the future.
- Fiesta is coming along very nicely. We have about two meetings a week now, and they pretty much have their event calendar set. They have a number of sponsors this year, and there are lots of vendors that are coming. Please check us out at "annualtorcfiesta.com" or you can get on Facebook and look for Fiesta T or C. We will have all of the events posted here shortly to give you all of the information that you need so that we can have a great event.

Mayor Forrister reported the following:

- She gave a shout out to Chief. She was contacted by 4H and they needed some assistance out at the shooting range, and he helped them tremendously, and jumped on it with no questions asked.
- She received a call from the Sierra Soil Conservation. They had a water leak outside of their building and they wanted to call to make sure that we gave kudos to our water department that was out there really quickly fixing the problems that they were having.
- She was contacted by CYFD and she wanted her to get out to the public that they are in desperate need of foster parents so if anybody in our community is interested in looking into that, please go down to the CYFD Office across the street from Foxworth.
- There is a special school board meeting tonight at 5:30 p.m. They are discussing the new text book adoption presentation, so if anybody has kids in the school, I would recommend going and hearing what is being presented, and then giving your opinion on that presentation.
- Hot Springs volleyball is going to have a volleyball camp every Tuesday from 3-5 in June, for grades of Kindergarten through 6th grade.
- Her and Mayor Pro-Tem played donkey basketball for the elected officials and they were in the championship game. They beat the school staff 14-0.

E. CONSENT CALENDAR:

1. Acknowledge Regular Planning & Zoning Minutes, March 13, 2023:

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

G1 was moved after item E1.

G. NEW BUSINESS:

1. Discussion/Action: Approval of the FY 2024 Tourism Marketing Proposed Plan:

Joanie Griffin, Sunny 505, reviewed the Tourism Marketing Proposed Plan. (Complete copy attached hereto and made a part hereof).

Commissioner Fahl: what was the amount we funded last year?

Joanie Griffin, Sunny 505: The New Mexico True portion was \$25,000 last year, and then they got a secondary campaign for \$130,000. So it was around \$155,000 total from the city.

Mayor Pro-Tem Hechler: How does the City of Elephant Butte and Sierra County benefit by this? Do we advertise as a whole for everybody?

Joanie Griffin, Sunny 505: We do advertising as a whole. Sierra County is really promoting their OHV trails, so we want to do some videography of that as well, and then also have more asset shots of the lake and the lake activities so as we produce our new commercials, it will show the whole region.

Mayor Pro-Tem Hechler moved to approve the FY 2024 Tourism Marketing Proposed Plan. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 40 22/23 Budget Adjustment Request:

Kristie Wilson, Finance Director reviewed the Budget Adjustments provided in the packet.

Commissioner Fahl moved to approve Resolution No. 40 22/23 Budget Adjustment Resolution. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 41 22/23 Approval of a Planning & Zoning Commission Rules of Procedure Manual:

City Attorney Rubin: This was on your agenda a few meetings ago. A member from the Planning & Zoning Commission had approached us about a possibility of preparing rules of procedures for their conduct of meetings and public hearings. The governing body voted to remand it back to the Planning & Zoning Board to adopt rules and bring that back to you for your approval. You also wanted me to take the lead in drafting the rules so he drew them up, and then presented them to the Planning & Zoning Board for their recommendation. What you have before you is the resolution that I prepared. If you remember at the meeting where we discussed this, you were presented with rules that had been adopted by Sandoval County. Some of the rules I incorporated came from Sandoval County. I thought that they were very helpful, but a lot of the rules that they had did not apply to how we operate. They operate differently than we do. Our Planning & Zoning Commission actually acts in an advisory capacity, while Sandoval County takes action which is actually binding so there are a lot of rules that they had which I chose not to include here. There is a section included in the rules of procedures that is called an Ex Parte communication which is where we tell the Planning & Zoning Commission not to talk to applicants or opponents, or proponents about an action that is going before them prior to the meeting.

Commissioner Fahl: On section 4 where it states "*Planning & Zoning Commissioners shall not conduct independent fact finding investigations besides a drive by of the property*" is that saying, all they can do is drive by and look at the property? If an applicant is requesting a variance for whatever reason, and a member of the Planning & Zoning Commission has a question regarding the application, and that member knows people who are experts in the field of what is being presented, why can't they talk about it? When we have items like that, I call that person because I want to understand the complexity of whatever that situation is, and it sounds to me like you are not going to allow them to do that.

City Attorney Rubin: If the individual Commissioner happens to know there may be an expert witness who may be available, then we would ask them to come to the Planning & Zoning meeting and give their testimony.

Commissioner Fahl: What if they can't come to the meeting, but that person calls them for their expertise? They can't do that?

City Clerk Torres: It really should be discussed during an open meeting with all of the Commissioners, rather than a one on one conversation. If they can't attend the meeting, they can always have a representative attend for them. Another option would be to contact city staff "*Traci*" because she is very knowledgeable on everything that would pertain to that item.

Commissioner Fahl: I call people, and I get fact finding information on items on my agenda. I do it. We are not allowed to do that?

City Manager Swingle: You cannot have Ex Parte communications. Whether you be on the Planning & Zoning Board or should you be acting in that same capacity on this Commission. You cannot have communications on cases that you are going to be rendering a decision on, that is not purvey to the entire board, and public information. If experts need to be brought in on something, then they need to be brought in for everybody, but that is exactly what Ex Parte communications is eliminating.

Mayor Forrister: It says, "*Shall not conduct independent fact findings*" so my thought when I read that was that none of us should go and do fact finding. That is what Code Enforcement or the Planning & Zoning **staff** would do. It does say if you want to drive by their house you can.

City Attorney Rubin: You want to keep in mind that the witnesses that give testimony are sworn in, and what the Planning & Zoning Commission is supposed to be doing is basing their decision solely on the evidence that is being presented to them at that particular hearing. I see an issue with Planning & Zoning Commissioners or City Commissioners having Ex Parte communications because if the action is ever challenged by the land owner who got denied a permit, we are going to be in court, and the Judge can ask us what it was based on.

Mayor Pro-Tem Hechler moved to approve Resolution No. 41 22/23 Approval of a Planning & Zoning Commission Rules of Procedure Manual. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approval of Ordinance No. 747 an Ordinance authorizing the lease of real property (Sun State Towers III (ballfield site) pursuant to section 3-54-1 NMSA 1978:

City Manager Swingle: This is for the tower that is at the ballfields. This is a long term lease proposal that we are working on to lease this tower and easement to Sun State Towers III. The city will receive \$175,000 immediately after all of the documents are finalized and executed. The lease will be for 99 years for the easement to the property. Jay has gone through the whole process of what we have to follow to establish the ordinance.

City Attorney Rubin: I believe that there are 5 different ordinances/towers that we are dealing with. At first there was a little bit of confusion in matching up one ordinance to one piece of property regarding the legal description. I have to apologize because there were a couple of things that I did not catch until we had already taken action, so we had to bring these back to take some corrective action. The good thing is that we caught everything and the city is going to be able to pass these corrected ordinances at no cost to the city. All tenants involved are in support of the proposals.

Commissioner Fahl moved to approve Ordinance No. 747 an Ordinance authorizing the lease of real property (Sun State Towers III) (ballfield site) pursuant to section 3-54-1 NMSA 1978. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Publication of the Repeal of Ordinance No. 748 of the City of Truth or Consequences, New Mexico.

City Manager Swingle: We are wanting to repeal this ordinance that was approved because the ordinance had the wrong legal description in it so we wanted to appeal that and then the next item on the agenda is to approve for publication the correct ordinance.

Mayor Pro-Tem Hechler moved to approve Publication of the Repeal of Ordinance No. 748 of the City of Truth or Consequences, New Mexico. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Publication of Ordinance No. 750 an Ordinance authorizing the assignment of the lease of real property to American Tower (Kopra St. Tower) pursuant to section 3-54-1 NMSA 1978:

City Manager Swingle: This is for the Kopra Street Tower. This is the ordinance that we would request authorization for publishing. The city will receive \$480,000 for this tower, and it is for a 99 year lease. There have been some minor amendments made to it in the last 12 hours, from the tower company, so we will get those available to the Clerk for the availability of the community, should they wish to view. This is what these tower companies do worldwide, and they've never really ran into the rules that we have in New Mexico to comply with. They are quite frustrated that we have to do ordinances and things of that nature. For them, it is typically just a lease agreement that they complete in most states, and they are going through a lot of gyration, so there is a lot of indecision and confusion between the legal counsel with these different tower companies, and how they want to propose, and how they want the verbiage to read. They are learning, as are we, on this process.

Mayor Pro-Tem Hechler moved to approve Publication of Ordinance No. 750 an Ordinance authorizing the assignment of the lease of real property to American Tower (Kopra St. tower) pursuant to section 3-54-1 NMSA 1978. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Publication of Ordinance No. 751 an Ordinance authorizing the lease of real property to Tower Point (Water tank site on Pershing) pursuant to section 3-54-1 NMSA 1978:

City Manager Swingle: This is a long term lease agreement for 99 years, for the Water tank site on Pershing. The city will receive \$300,000 for this agreement. At this point we are requesting publication of the ordinance. Once we get through these, we have two more, and they will both be with Tower Point. That will be for water tank hill off of Second Street.

Commissioner Fahl moved to approve Publication of Ordinance No. 751 an Ordinance authorizing the lease of real property to Tower Point (Water tank site on Pershing) pursuant to section 3-54-1 NMSA 1978. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G1. was presented after item E1.

G. NEW BUSINESS:

2. Discussion/Action: Variance/Special Use Permit at 120 Winston, T or C, NM:

Assistant City Manager Alvarez: The applicants at 120 Winston are requesting a Variance/Special Use Permit. We had a public hearing at the Planning & Zoning Meeting on April 10, 2023. This property is located in the T-1 zone. The applicant is wanting to use this property to allow for a community club house, a sound and video recording studio, a gift shop, and to have weekly swap meets and special events at this location. Per our Municipal Code, in the T-1 area, some of these items that they are requesting are not really specified within our code which is the reason why we are doing a Special Use/Variance request. Our community club house does require a Special Use Permit in the T-1 zone. The sound and video recording studio, gift shop, and special events, are not specified within our code so we are doing it as a Special Use Permit for those. Weekly swap meets will require a Special Use Permit, as well as a potential Variance request. The T-1 zone allows for garage sales, yard sales, or similar uses, but they are only allowed 3 per year, and they are not to exceed 3 consecutive days. There were no proponents or opponents at the public hearing, and we sent notification to the adjacent property owners within a 300 ft. radius.

Commissioner Fahl moved to approve the Variance/Special Use permit at 120 Winston, T or C, NM. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Recommendation of Award for the Main Street District (MSD) Roadway and Drainage Improvements:

Assistant City Manager Alvarez: The city was awarded Colonias funding in July 2020 for the purpose of the MSD Roadway and Drainage Improvements, to coincide with the MSD Water Project. The project was originally bid out in December, and again in February. December request for Bids garnered no submissions. The project was then re-scoped, and in February, bids came in above the available funding amount. The project was re-scoped again with a further breakdown, to allow for funding restrictions. Bids were received April 11, 2023, and 1 bid was received from Spartan Construction of NM. Wilson and Co. has reviewed the Bid for compliance, and recommends awarding a contract to include the following: McAdoo Street from Jones to Pershing; Daniel Street from McAdoo to Broadway; Pershing Street from Main to McAdoo and Pershing Street from McAdoo to Broadway for a total contract award in the amount of \$765,766.01, including NMGRT. This recommendation fits within the allowable funding source.

Mayor Pro-Tem Hechler moved to approve the Recommendation of Award for the Main Street District (MSD) Roadway and Drainage Improvements. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Re-allocation request of the NM Department of Economic Development FY21 Capital Outlay Grant 419-A20E2046-2101:

Assistant City Manager Alvarez: The City Commission accepted a grant award from the NM Department of Economic Development, in partnership with T or C MainStreet for the purpose of the Foch Street Renovation in the amount of \$1M. Economic Development is asking to transfer the remaining balance of \$986,908 back to the department so they can re-allocate it to another municipality that is in construction, and short of funding. The city project is in the design and permitting process, and has not gone out to bid. Economic Development would then allocate a new grant this fiscal year for \$600,000, and then execute another grant in fiscal year 23/24 for the difference, with a potential to receive additional funding due to expected cost overruns for the project.

Commissioner Fahl moved to approve the re-allocation request of the NM Department of Economic Development FY21 Capital Outlay Grant 419-A20E2046-2101. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 10:22 a.m.

Passed and Approved this 10th day of May, 2023.

CITY COMMISSION APRIL 26, 2023 REGULAR MEETING MINUTES

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



FY2024 Tourism Marketing Proposed Plan

Contributors:

Elephant Butte:	\$5,000
Sierra County:	\$10,000
TorC:	\$159,321 + NMGRT

New Mexico True Cooperative Advertising:

Once again the New Mexico Tourism Department is giving communities a 2:1 match on all advertising, meaning we pay 33 cents on the dollar for advertising.

Contribution from all entities is \$54,321 for \$162,963 in advertising which includes:

- A video and photo shoot (we desperately need new assets for our advertising)
- A seasonal InstaMeet (with Instagram Influencers)
- Facebook and Programmatic Digital Advertising
- Google Ad Words
- A full-page ad in the New Mexico True Adventure Guide
- 3 Full Page New Mexico Magazine ads and digital ads
- 12-week Albuquerque billboard campaign
- 12-week El Paso billboard campaign

Additional Advertising Outside of NM True

\$60,000 for Television Advertising on Albuquerque TV stations (that reaches the entire state except for Las Cruces)

\$40,000 for Television Advertising on El Paso TV stations (that reaches the El Paso area as well as Las Cruces)

\$20,000 for Sunny505 fees for managing the grant and TV placement as well as developing advertising and handling public relations.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: F.3

SUBJECT: April 2023 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: May 1, 2023
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for April 2023

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 3,381,135.19

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

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 5-10-2023

Accounts Payable Transfer Sheet - 2022-2023 FY

Post Date Ending: 4/6, 4/14, 4/17, 4/18, 4/21, 4/28

Fund	Fund Description	Fund Totals						GRAND TOTAL TRANSFERS	Fund Numbers
		4/6/2023	4/14/2023	4/17/2023	4/18/2023	4/21/2023	4/28/2023		
101	General	\$27,128.76	\$24,554.54			\$21,429.29	\$109,690.61	\$182,803.20	101
201	Local Government Corrections	\$3.00	\$172,070.20					\$172,073.20	201
209	State Fire	\$504.00	\$54.19			\$1,182.35	\$21,688.47	\$23,429.01	209
211	Law Enforcement Protection					\$1,756.05	\$288.16	\$2,044.21	211
214	Lodger's Tax	\$27,993.16	\$19,197.12			\$25,579.09	\$47,041.44	\$119,810.81	214
216	Street Renovation	\$19,638.45	\$6,644.08			\$816.36	\$1,887.83	\$28,986.72	216
217	Municipal Recreation							\$0.00	217
260	Fiscal Recovery Funds		\$19,597.95					\$19,597.95	260
294	State Library		\$2,251.43			\$41.15	\$166.27	\$2,458.85	294
295	Municipal Pool	\$1,470.95	\$40.10			\$58.96	\$1,326.08	\$2,896.09	295
296	PD-GRT Fund		\$2,806.86				\$545.40	\$3,352.26	296
298	PD-Donations		\$373.84					\$373.84	298
302	Electrical Construction							\$0.00	302
303	Veterans Memorial					\$148.74		\$148.74	303
304	SJOA - Grants		\$61,322.00					\$61,322.00	304
305	Capital Improvement General							\$0.00	305
306	Capitla Improvement Joint Utility							\$0.00	306
307	Golf Course Improvements							\$0.00	307
308	USDA -Sweeper							\$0.00	308
309	USDA-Wastewater							\$0.00	309
310	R&R-Emergency							\$0.00	310
311	R&R-Sewer							\$0.00	311
312	R&R-Airport							\$0.00	312
313	R&R-Water							\$0.00	313
314	CDBG - Grant							\$0.00	314
315	CI Reserve- Non Capital Equipment					\$269.22		\$269.22	315
316	Emergency Reserve							\$0.00	316
320	USDA Water System Improvements							\$0.00	320
321	Water System Improvements				\$2,003,011.38			\$2,003,011.38	321
360	NMFA Projects							\$0.00	360
370	Water Trust Board Projects		\$15,841.92					\$15,841.92	370
380	Community Development							\$0.00	380
403	Pledge State Tax	\$26,144.11		\$11,340.87			\$108,393.75	\$145,878.73	403
501	Cemetery					\$412.04		\$412.04	501
502	Utility Office	\$3,114.08	\$3,010.23			\$10,463.26	\$938.51	\$17,526.08	502
503	Electric Dept	\$6,048.64	\$299,535.08			\$4,240.57	\$20,507.67	\$330,331.96	503
504	Water Dept	\$11,729.93	\$9,622.22			\$11,301.71	\$30,677.17	\$63,331.03	504
505	Solid Waste	\$47,158.29	\$9,881.67			\$46,435.46	\$8,766.53	\$112,241.95	505
506	WasteWater	\$17,618.17	\$11,705.88			\$5,982.21	\$9,860.01	\$45,166.27	506
507	Solid Waste Landfill/Collection							\$0.00	507
508	Golf Course	\$637.72	\$3,549.67			\$1,895.94	\$1,676.65	\$7,759.98	508
509	Municipal Airport	\$3,797.50	\$7,657.94			\$384.73	\$1,392.98	\$13,233.15	509
600	Internal Service Fund		\$1,136.69			\$631.51	\$5,066.40	\$6,834.60	600
	Grand Total-Accounts Payable	\$192,986.76	\$670,853.61	\$11,340.87	\$2,003,011.38	\$133,028.64	\$369,913.93	\$3,381,135.19	



Truth or Consequences

EOM AP REPORT

By Fund

Payable Dates 4/1/2023 - 4/30/2023

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
A-N-J CARPET AND TILE CLEANI...	000938	04/06/2023	INSTALL VINYL FLOORING	101-1007-43403	4,249.60
CITY UTILITIES	04052023	04/06/2023	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	6,381.83
TDS	04242023	04/06/2023	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	149.00
MIDDLE RIO GRANDE ECONOM... 1		04/06/2023	ANNUAL MEMBERSHIP TO MID...	101-1000-43770	500.00
MIKE TORRES DBA CD TECHNO...	1007	04/06/2023	IT SERVICES AUGUST 1,2022 TO ...	101-1018-48598	904.35
MANANA	103.23	04/06/2023	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
SUN VALLEY, INC.	168240, 168248, 168260, 1682...	04/06/2023	OPEN PO FOR FIELD SUPPLIES	101-1009-44607	656.98
ESQUIBEL LAW FIRM, PA	29634	04/06/2023	OPEN PO FOR LEGAL SERVICES	101-1000-43597	913.18
QUILL CORPORATION	31507082, 31522992	04/06/2023	COMPOSITION NOTEBOOK (12)	101-1002-44606	17.63
QUILL CORPORATION	31507082, 31522992	04/06/2023	WIRELESS MOUSE	101-1002-44606	17.63
QUILL CORPORATION	31507082, 31522992	04/06/2023	EPSON HIGH YIELD	101-1002-44606	83.84
QUILL CORPORATION	31507082, 31522992	04/06/2023	EPSON WORKFORCE PROWF-78...	101-1002-44606	249.99
QUILL CORPORATION	31507082, 31522992	04/06/2023	WIDE WRITING PAD	101-1002-44606	8.99
JAIME F. RUBIN, LLC	33123	04/06/2023	GRT	101-1000-43597	457.30
JAIME F. RUBIN, LLC	33123	04/06/2023	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	5,552.20
JOSE LUIS SIMENTAL SR	3729	04/06/2023	AIRLINE DISCON TOOL	101-1012-44607	65.05
JOSE LUIS SIMENTAL SR	3730	04/06/2023	PNEUMAT TRUCK CREEPER	101-1012-44607	366.40
JOSE LUIS SIMENTAL SR	3853	04/06/2023	3/8" LONG	101-1012-44607	629.95
ARENAS VALLEY ANIMAL CLINIC...	76514, 76659	04/06/2023	VET SERVICES	101-1006-48598	126.99
ARENAS VALLEY ANIMAL CLINIC...	76878, 77310	04/06/2023	VET SERVICES	101-1006-48598	684.65
CHERRILL'S WESTERN APPAREL	777085	04/06/2023	ARIAT JEANS 44X34 (HENRY FL...	101-1014-42620	354.00
CHERRILL'S WESTERN APPAREL	777085	04/06/2023	KEY LONG SLEEVE CHAMBRAY ...	101-1014-42620	192.00
CHERRILL'S WESTERN APPAREL	777085	04/06/2023	WRANGLER DENIM LONG SLEE...	101-1014-42620	168.00
CHERRILL'S WESTERN APPAREL	777085	04/06/2023	WRANGLER JEANS (OTTO)	101-1014-42620	150.00
VERIZON WIRELESS	9923834634-4-3-23	04/06/2023	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	410.50
VERIZON WIRELESS	9923834634-4-3-23	04/06/2023	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	246.30
BAKER UTILITY SUPPLY CORP.	INV309430	04/06/2023	MJ TRAN GASKET 4"	101-1009-44607	17.00
BAKER UTILITY SUPPLY CORP.	INV309430	04/06/2023	MJ SKIN PACK 4" - REG GSK, T...	101-1009-44607	50.00
BAKER UTILITY SUPPLY CORP.	INV309430	04/06/2023	MEGA LUG 4" - PVC, RED, L/ACC...	101-1009-44607	84.00
BAKER UTILITY SUPPLY CORP.	INV309430	04/06/2023	AFC RW GATE VLV 4" - MJX MJ, ...	101-1009-44607	725.00
BAKER UTILITY SUPPLY CORP.	INV309431	04/06/2023	HYMAX2 CPLG 4" - 4.25 - 5.63 ...	101-1009-44607	1,100.00
NEW MEXICO GAS COMPANY, I...	INV-MAR2023-2	04/06/2023	GAS BILLS/ANIMAL SHELTER FY ...	101-1018-43780	138.90
LASTING PAWS PET MEMORIAL ...	LC10391-I-0037	04/06/2023	ANIMAL CREMATIONS	101-1006-48598	577.50
WEX BANK	03012023	04/13/2023	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	641.72
WEX BANK	03012023-4	04/13/2023	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	4,096.38
WEX BANK	03312023	04/13/2023	WEX BANK FUEL CARD OPEN PO...	101-1014-43316	575.02
TDS	04012023	04/13/2023	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	149.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	GOOD HOUSEKEEPING - 1 YEAR	101-1016-43770	14.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	NATIONAL GEOGRAPHIC - 1 YE...	101-1016-43770	28.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	SUNSET - 1 YEAR	101-1016-43770	27.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	ROCK & GEM - 1 YEAR	101-1016-43770	24.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	NEW YORKER - 1 YEAR	101-1016-43770	85.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	ROLLING STONE - 1 YEAR	101-1016-43770	59.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	NATIONAL REVIEW - 1 YEAR	101-1016-43770	42.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	FORBES - 1 YEAR	101-1016-43770	39.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	TRUE WEST - 1 YEAR	101-1016-43770	32.95

EOM AP REPORT

Payable Dates: 4/1/2023 - 4/30/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	CAR & DRIVER - 1 YEAR	101-1016-43770	10.75
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	BOOKLIST - 1 YEAR	101-1016-43770	178.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	PREVENTION - 1 YEAR	101-1016-43770	28.50
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	BACKPACKER (CREDIT - NO LO...	101-1016-43770	-29.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	LIBRARY JOURNAL - 1 YEAR	101-1016-43770	169.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	PEOPLE - 1 YEAR	101-1016-43770	89.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	READERS DIGEST - 1 YEAR	101-1016-43770	15.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	PLANE & PILOT - 1 YEAR	101-1016-43770	14.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	BETTER HOMES & GARDENS - 1 ...	101-1016-43770	14.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	WILD WEST - 1 YEAR	101-1016-43770	39.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	SPORTS ILLUSTRATED - 1 YEAR	101-1016-43770	29.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	CATSTER - 1 YEAR	101-1016-43770	16.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	NEW MEXICO MAGAZINE - 1 YE...	101-1016-43770	19.98
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	TIME - 1 YEAR	101-1016-43770	29.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	EQUUS - 1 YEAR	101-1016-43770	19.98
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	GUNS & AMMO - 1 YEAR	101-1016-43770	19.94
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	DOGSTER - 1 YEAR	101-1016-43770	16.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	SATURDAY EVENING POST - 1 Y...	101-1016-43770	15.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	POPULAR MECHANICS - 1 YEAR	101-1016-43770	16.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	ARIZONA HIGHWAYS - 1 YEAR	101-1016-43770	24.00
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	CONSUMER REPORTS - 1 YEAR	101-1016-43770	23.50
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	QUILTMAKER - 1 YEAR	101-1016-43770	23.50
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	NATIONAL GEOGRAPHIC KIDS - ...	101-1016-43770	22.95
MAGAZINE SUBSCRIPTION SERV...	0405-57	04/13/2023	READERS DIGEST LARGE PRINT - ...	101-1016-43770	24.95
WAC UPFITTERS	10488	04/13/2023	POLICE GRAPHICS (POLICE CAR)	101-1007-47420	642.00
WAC UPFITTERS	10489	04/13/2023	POLICE VEHICLE GRAPHICS	101-1007-47420	642.00
WILSON & COMPANY, INC. ENG...	115006	04/13/2023	ON CALL GRANT MANAGEMENT..	101-1010-48598	5,726.36
REED'S TIRE CENTER	12693	04/13/2023	265/70R17 TIRES	101-1007-47420	704.00
EWING IRRIGATION	18954359	04/13/2023	DDCWP-2-9V TORO 2STA BAT ...	101-1009-44607	617.63
EWING IRRIGATION	18954359	04/13/2023	DDCWP-4-9V TORO 4STA BAT ...	101-1009-44607	435.53
AMAZON CAPITAL SERVICES, IN...	1KXW-946L-PPRW	04/13/2023	SHIPPING	101-1006-44606	5.98
AMAZON CAPITAL SERVICES, IN...	1KXW-946L-PPRW	04/13/2023	PRINTER PAPER	101-1006-44606	49.99
AMAZON CAPITAL SERVICES, IN...	1KXW-946L-PPRW	04/13/2023	KENNELSOL	101-1006-44607	90.06
AMAZON CAPITAL SERVICES, IN...	1KXW-946L-PPRW	04/13/2023	EZAIL KIT	101-1006-44607	37.12
AMAZON CAPITAL SERVICES, IN...	1KXW-946L-PPRW	04/13/2023	PET STICKERS	101-1006-44607	12.99
AMAZON CAPITAL SERVICES, IN...	1KXW-946L-PPRW	04/13/2023	PUPPY PADS	101-1006-44607	237.52
AMAZON CAPITAL SERVICES, IN...	1KXW-946L-PPRW	04/13/2023	GLOVES	101-1006-44607	69.99
AMAZON CAPITAL SERVICES, IN...	1KXW-946L-PPRW	04/13/2023	COTTON CANDY SUGAR	101-1006-44607	23.99
AMAZON CAPITAL SERVICES, IN...	1T9J-VGVM-NPLW	04/13/2023	Lincoln Electric FC90 Flux Core ...	101-1009-44613	239.74
AMAZON CAPITAL SERVICES, IN...	1T9J-VGVM-NPLW	04/13/2023	SHIPPING COST	101-1009-44613	6.99
BAKER & TAYLOR, INC.	2037371954, 2037348849, 203...	04/13/2023	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	620.08
GOLDEN WEST INDUSTIRAL SU...	2118806	04/13/2023	SAFETY EQUIPMENT	101-1007-44615	720.00
GOLDEN WEST INDUSTIRAL SU...	2118806	04/13/2023	SAFETY EQUIPMENT	101-1008-44615	500.00
ALARM CONTROL TECHNOLOGI...	29094 & 29095	04/13/2023	FIRE ALARM MONITORING OPE...	101-1014-47410	53.88
DOMESTIC ABUSE INTERVENTI...	4523	04/13/2023	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	500.00
TRANS UNION RISK & ALTERNAT...	485949-202303-1	04/13/2023	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	110.00
SIERRA VISTA HOSPITAL / SIERR...	55039C15467	04/13/2023	COLLECTION FEE FY 22-23 OPEN...	101-1004-48599	150.00
SIERRA AUTO/CARQUEST	6016-310559	04/13/2023	BATTERY	101-1009-47420	144.19
SIERRA AUTO/CARQUEST	6016-310560	04/13/2023	BATTERY	101-1007-47420	144.19
SIERRA AUTO/CARQUEST	6016-310561	04/13/2023	BATTERY PLATINUM	101-1007-47420	219.39
SIERRA AUTO/CARQUEST	6016-310562	04/13/2023	22 XTRACLEAR	101-1007-47420	19.78
SIERRA AUTO/CARQUEST	6016-310562	04/13/2023	ENGINE AIR FILTER	101-1007-47420	18.59
SIERRA AUTO/CARQUEST	6016-310565	04/13/2023	WATER SUIT	101-1012-44615	14.99
SIERRA AUTO/CARQUEST	6016-311125	04/13/2023	OIL DRAIN PLUG	101-1014-47420	3.85
SIERRA AUTO/CARQUEST	6016-311129	04/13/2023	COMPLETE STRUT ASSEMBLY	101-1007-47420	231.08
SIERRA AUTO/CARQUEST	6016-311129	04/13/2023	ENGINE AIR FILTER	101-1007-47420	22.06
SIERRA AUTO/CARQUEST	6016-311168	04/13/2023	BRAKE PADS	101-1007-47420	50.15
SIERRA AUTO/CARQUEST	6016-311169	04/13/2023	WHEEL STUD	101-1007-47420	2.97
SIERRA AUTO/CARQUEST	6016-311169	04/13/2023	LUG NUT	101-1007-47420	4.28
SIERRA AUTO/CARQUEST	6016-311170	04/13/2023	TAP	101-1012-44607	10.99

EOM AP REPORT

Payable Dates: 4/1/2023 - 4/30/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	6016-311171	04/13/2023	AIR ELEMENT	101-1012-44607	144.04
SIERRA AUTO/CARQUEST	6016-311172	04/13/2023	TOOL SET	101-1012-44607	135.99
SIERRA AUTO/CARQUEST	6016-311178	04/13/2023	PACKAGE OF 10 REFLECTIVE STR...	101-1009-44607	9.99
ROTARY CLUB OF TORC	6103	04/13/2023	INITIATION FEE FOR CHIEF LUIS...	101-1008-43770	35.00
M & D HARRISON VENTURES, L...	8618	04/13/2023	COLLECTION FEE FOR PRE EMP...	101-1004-48599	12.00
THE LINE, LLC	88696	04/13/2023	5.11 WOMANS LONG SLEEVE P...	101-1008-42620	45.00
THE LINE, LLC	88696	04/13/2023	5.11 STRYKE PANTS 38X36 TWO...	101-1008-42620	142.00
THE LINE, LLC	88696	04/13/2023	ROCKY ALPHA FORCE BOOTS SI...	101-1008-42620	107.00
THE LINE, LLC	88696	04/13/2023	5.11 TACTICAL FLEECE-ACO TYL...	101-1008-42620	96.80
THE LINE, LLC	88696	04/13/2023	5.11 WOMANS SHORT SLEEVE ...	101-1008-42620	40.00
THE LINE, LLC	88696	04/13/2023	5.11 MENS PERFORMANCE PO...	101-1008-42620	90.00
THE LINE, LLC	88696	04/13/2023	SEWING PATCHES FOR FOUR	101-1008-42620	12.00
THE LINE, LLC	88696	04/13/2023	CHEST EMBROIDERY FOR FOUR	101-1008-42620	16.00
QUEST DIAGNOSTICS, INC.	9203204551	04/13/2023	SCREENING & MRO FEE FY22-23...	101-1004-48599	465.65
BLUE 360 MEDIA, LLC	IN2303192853	04/13/2023	NM RULES 2023	101-1002-43770	288.87
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1001-41226	149.45
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1003-41226	327.76
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1004-41226	302.42
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1006-41226	120.67
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1007-41226	34.73
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1007-41226	992.84
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1008-41226	113.11
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1009-41226	96.97
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1010-41226	96.74
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1011-41226	320.74
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1012-41226	121.99
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	101-1014-41226	177.97
NM SELF INSURERS FUND	03/31/2023 QUARTERLY DEDU...	04/20/2023	PPE 2023-04-07	101-1016-41226	204.66
SOPHIA UNITY FOUNDATION	030423	04/20/2023	QUARTERLY LIABILITY PLAN DE...	101-1018-46732	3,015.58
TRESCO, INC	03142023	04/20/2023	CIVIC CENTER DEPOSIT REFUND	101-1099-34348	250.00
SIERRA COUNTY ROCK & GEM ...	03232023	04/20/2023	CIVIC CENTER DEPOSIT REFUND	101-1099-34348	250.00
SIERRA COUNTY ARTS COUNCIL	04122023	04/20/2023	CIVIC CENTER DEPOSIT REFUND	101-1099-34348	50.00
SIERRA COUNTY CLERK	04192023	04/20/2023	CIVIC CENTER DEPOSIT REFUND	101-1099-34348	250.00
PAPER ROLL PRODUCTS INC	225471	04/20/2023	OPEN PO FOR FY 22-23 RECORD...	101-1001-43740	100.00
QUILL CORPORATION	31737684, 31644096, 31658680...	04/20/2023	TP-LB3663Z6 8 1/2" HW THER...	101-1007-44607	215.80
JOSE LUIS SIMENTAL SR	3852	04/20/2023	COMMAND HOOKS 4/PK	101-1003-44606	14.93
COMPANION ANIMAL ACTION ...	41223	04/20/2023	1/4" EXTENDED	101-1012-44607	619.45
SIERRA JOINT OFFICE ON AGING	41323	04/20/2023	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	250.00
SIERRA COUNTY SENTINEL	456, 581	04/20/2023	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	8,750.00
SIERRA COUNTY SENTINEL	466	04/20/2023	HELP WANTED ADS FY22-23- O...	101-1004-43740	649.38
SIERRA COUNTY SENTINEL	525	04/20/2023	1 YEAR NEWSPAPER SUBSCRIPT...	101-1003-43770	39.00
SIERRA COUNTY SENTINEL	526	04/20/2023	LEGAL AD FOR RFP 5192 CIF M...	101-1004-43740	236.83
SIERRA COUNTY SENTINEL	544	04/20/2023	OPEN PO FOR FY 22/23 PUBLIC...	101-1001-43740	283.19
SIERRA COUNTY SENTINEL	544	04/20/2023	LEGAL AD FOR AIRPORT RFP # 2...	101-1004-43740	163.70
SIERRA COUNTY SENTINEL	87856	04/20/2023	LEGAL AD FOR IT SUPPORT SERV...	101-1004-43740	177.12
CITY UTILITIES	A-B APR 2023	04/20/2023	1 YEAR SUBSCRIPTION FOR THE...	101-1007-43740	39.00
CITY UTILITIES	APR PAYMENT 2023	04/20/2023	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	2,940.98
TALON SEPTIC & POTTY SERVICE	1487	04/20/2023	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	70.10
NEW MEXICO GAS COMPANY, I...	INV APR 2023	04/20/2023	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	1,000.00
XEROX CORP.	018566942 / 018663775	04/21/2023	GAS BILLS/NM WORKFORCE C...	101-1018-43780	65.13
XEROX CORP.	018566946, 018663776, 01866...	04/21/2023	BASE CHARGE/METER USAGE - ...	101-1004-43465	520.48
XEROX CORP.	018566959	04/21/2023	XEROX CHARGE/METER USAGE	101-1040-43465	275.90
XEROX CORP.	018601369	04/21/2023	METER USAGE OPEN PO 22/23	101-1003-43465	347.67
APOSTOLIC ASSEMBLY OF THE ...	0415223	04/21/2023	XEROX BASE CHARGE/METER U...	101-1001-43465	331.98
XEROX CORP.	20230301	04/21/2023	CIVIC CENTER DEPOSIT REFUND	101-1099-34348	250.00
T OR C COMMUNITY THEATRE	032023	04/27/2023	BASE CHARGE - METER USAGE ...	101-1007-43465	273.07
SIERRA VISTA HOSPITAL / SIERR...	03312023	04/27/2023	CIVIC CENTER DEPOSIT REFUND	101-1099-34348	250.00
			GRT DISTRIBUTION FY 22/23 OP...	101-1017-48599	37,126.62

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TDS	04182023	04/27/2023	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,562.90
BANK OF AMERICA	04202023 TRAINING	04/27/2023	TRAINING FOR THREE OFFICERS	101-1008-42720	150.00
BEATRICE SANDERS	04242023	04/27/2023	80% TRAVEL JUDGE CONFEREN...	101-1002-42720	509.40
WILLIAM I. BUHLER	04242023-2	04/27/2023	FISH POND WATER RIGHTS FY 2...	101-1009-43770	900.00
BANK OF AMERICA	05749	04/27/2023	TRASH BAGS	101-1006-44607	17.38
BANK OF AMERICA	05749	04/27/2023	ANTIFUGAL CREAM	101-1005-44607	19.14
BANK OF AMERICA	05749	04/27/2023	BLEACH	101-1006-44607	68.64
SUPERIOR WEED AND PEST LLC	1013	04/27/2023	BARRICADE PRE-EMERGENT 40...	101-1009-44607	880.00
SUPERIOR WEED AND PEST LLC	1013	04/27/2023	CALIBRATION, LABOR, MIXING	101-1009-48599	488.25
BANK OF AMERICA	112-7039351-7549054	04/27/2023	ENGRAVED OFFICE DESK NAME...	101-1001-44606	23.71
AMAZON CAPITAL SERVICES, IN...	11CK-YTNY-LHGQ	04/27/2023	4 CUBE ORGANIZER	101-1006-44607	26.74
AMAZON CAPITAL SERVICES, IN...	11CK-YTNY-LHGQ	04/27/2023	LOOP LEASH	101-1006-44607	23.98
AMAZON CAPITAL SERVICES, IN...	11CK-YTNY-LHGQ	04/27/2023	6 CUBE ORGANIZER	101-1006-44607	29.17
AMAZON CAPITAL SERVICES, IN...	11CK-YTNY-LHGQ	04/27/2023	WALL MOUNT BASKET WITH H...	101-1006-44607	13.97
AMAZON CAPITAL SERVICES, IN...	11CK-YTNY-LHGQ	04/27/2023	9 CUBE ORGANIZER	101-1006-44607	44.98
SPECTRUM TECHNOLOGIES	1340903	04/27/2023	ANNUAL MAINTENANCE CONT...	101-1010-43770	973.69
VALLEY VET SUPPLY	17106962	04/27/2023	TRUCAN B (ORAL) FOR DOGS	101-1006-44607	397.90
VALLEY VET SUPPLY	17106962	04/27/2023	TRUCAN DAPPI+C DOG VACCIN...	101-1006-44607	607.50
AMAZON CAPITAL SERVICES, IN...	1GJ7-CJMF-JWQT	04/27/2023	PENS FOR FINANCE	101-1004-44606	53.74
AMAZON CAPITAL SERVICES, IN...	1GJ7-CJMF-JWQT	04/27/2023	SCANNER	101-1004-44613	470.99
AMAZON CAPITAL SERVICES, IN...	1GJ7-CJMF-JWQT	04/27/2023	LABEL MAKERS FOR FD AND A...	101-1004-44613	199.90
AMAZON CAPITAL SERVICES, IN...	1GJ7-CJMF-JWQT	04/27/2023	ELECTRIC STAPLER FOR HR & C...	101-1004-44613	91.84
AMAZON CAPITAL SERVICES, IN...	1H9F-LL1L-K973, 1LDL-X6G3-M...	04/27/2023	1000FT PARA CORD TYPE IV 750...	101-1009-44607	139.98
AMAZON CAPITAL SERVICES, IN...	1H9F-LL1L-K973, 1LDL-X6G3-M...	04/27/2023	12PK CAP AND SPOOLS	101-1009-47420	75.99
AMAZON CAPITAL SERVICES, IN...	1H9F-LL1L-K973, 1LDL-X6G3-M...	04/27/2023	BUMP FEED TRIMMER HEAD 25...	101-1009-47420	107.94
OCD, LLC	223	04/27/2023	ELECTRICAL	101-1012-43403	3,324.54
BANK OF AMERICA	23-1045	04/27/2023	TAX	101-1006-42620	15.30
BANK OF AMERICA	23-1045	04/27/2023	5 YEAR ANNIVERSARY UNIFORM..	101-1006-42620	180.00
SOUTHWEST TRAINING CONSU...	240022	04/27/2023	FIELD TRAINING OFFICER TRAIN...	101-1007-42720	200.00
QUILL CORPORATION	31839447	04/27/2023	BUSINESS CARDS FOR ANGIE G...	101-1003-44606	27.52
SCRDA	4172023	04/27/2023	DISPATCH SERVICES FOR THE CI...	101-1007-48599	48,875.25
TESTON'S FREEWAY CHEVRON	5077	04/27/2023	OPEN PO FY22/23 FUEL PURCH...	101-1013-43316	137.02
TESTON'S FREEWAY CHEVRON	5086	04/27/2023	TESTOS FUEL/OIL OPEN P.O FY ...	101-1009-43316	711.30
TURTLEBACK PEST CONTROL, I...	6819	04/27/2023	TURTLEBACK PEST CONTROL SE...	101-1014-43403	1,075.24
LEAVITT GROUP SOUTHWEST I...	727670	04/27/2023	BOND AND NOTARY SUPPLIES	101-1007-43770	83.50
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1001-43775	276.33
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1002-43775	193.99
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	349.27
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1004-43775	248.69
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1006-43775	110.03
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	1,022.32
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	125.30
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1009-43775	144.70
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1010-43775	93.07
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1011-43775	69.45
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1012-43775	85.29
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1014-43775	130.02
WINDSTREAM CORPORATION	APR2023-2	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	89.09
NEW MEXICO GAS COMPANY, I...	INV APR-2023-2	04/27/2023	GAS BILLS/GENERAL FY 22-23	101-1018-43780	714.94
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1001-41226	149.45
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1003-41226	275.83
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1004-41226	337.15
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1006-41226	120.67
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1007-41226	992.73
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1008-41226	113.11
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1009-41226	125.26
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1010-41226	96.74
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1011-41226	320.74
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1012-41226	121.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1014-41226	174.60
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	101-1016-41226	204.66
Fund 101 - General Total:					182,803.20

Fund: 201 - Corrections

NM JUDICIAL EDUCATION CENT...	03312023	04/06/2023	PAY JUDICIAL FEES FY 22/23 OP...	201-1903-44805	3.00
SIERRA VISTA HOSPITAL / SIERR...	CPSI	04/14/2023	PAST DUE HOSPITAL BILLING	201-1903-48598	36,498.11
SIERRA VISTA HOSPITAL / SIERR...	CPSI	04/14/2023	PAST DUE HOSPITAL BILLING	201-1903-48598	135,572.09
Fund 201 - Corrections Total:					172,073.20

Fund: 209 - Fire

CITY UTILITIES	04052023	04/06/2023	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	353.99
NEW MEXICO GAS COMPANY, I...	INV-MAR2023-2	04/06/2023	GAS BILLS/FIRE STATION FY 22-...	209-1603-43780	150.01
MEGAHERTZ COMPUTER CONS...	68233	04/13/2023	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.19
LYNN'S LANDSCAPE	289	04/20/2023	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	471.98
CITY UTILITIES	A-B APR 2023	04/20/2023	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	215.58
WINDSTREAM CORPORATION	APR2023	04/20/2023	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	123.80
NEW MEXICO GAS COMPANY, I...	INV APR 2023	04/20/2023	GAS BILLS/FIRE SOUTH STATION...	209-1603-43780	115.70
XEROX CORP.	018601372	04/21/2023	BASE CHARGE/METER USAGE O...	209-1603-43465	255.29
GENERAL FUND	04242023	04/27/2023	ADMINISTRATIVE FEE PAID TO C...	209-1603-47595	21,500.00
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	188.47
Fund 209 - Fire Total:					23,429.01

Fund: 211 - Law Enforce Prot

PRO FORCE LAW ENFORCEMENT	515860	04/20/2023	WEAPONS MOUNTED LIGHTS	211-2003-44607	1,756.05
BANK OF AMERICA	87828056	04/27/2023	HOTEL STAY FOR FTO TRAINING ..	211-2003-42535	288.16
Fund 211 - Law Enforce Prot Total:					2,044.21

Fund: 214 - Lodgers Tax

CHAMBER OF COMMERCE	102	04/06/2023	OPEN PO FOR LODGERS TAX AD...	214-2560-60725	8,302.66
SUNNY 505	635	04/06/2023	ADVERTISING AND MARKETING...	214-2503-47406	19,690.50
RUANNA WALDRUM	1290/1291	04/13/2023	WEBSITE AND MULTI-MEDIA U...	214-2540-60725	4,738.02
MAINSTREET T OR C	2303	04/13/2023	OPEN PO FOR LODGERS TAX SE...	214-2540-60725	11,250.00
SIERRA COUNTY ROCK & GEM ...	41023	04/13/2023	OPEN PO FOR LODGERS TAX C...	214-2560-60725	860.00
SIERRA COUNTY ROCK & GEM ...	41223	04/13/2023	OPEN PO FOR LODGERS TAX C...	214-2560-60725	1,108.48
GERONIMO TRAIL SCENIC BYW...	4723	04/13/2023	OPEN PO FOR LODGERS TAX SE...	214-2540-60725	416.66
LINDMARK OUTDOOR MEDIA	INV59352/INV59356	04/13/2023	CTY AD OPEN PO 22/23 USE ON...	214-2540-48599	823.96
SUNNY 505	735	04/20/2023	ADVERTISING AND MARKETING...	214-2503-47406	25,579.09
GENERAL FUND	04242023-1	04/27/2023	LODGER'S TAX ADMIN FEE FY 2...	214-2503-43999	46,783.00
GERONIMO TRAIL SCENIC BYW...	41823	04/27/2023	OPEN PO FOR LODGERS TAX C...	214-2560-60725	258.44
Fund 214 - Lodgers Tax Total:					119,810.81

Fund: 216 - Muni Street

B & H OIL CO.	03312023	04/06/2023	RED DIESEL- OPEN PO FY 22/23	216-4503-43316	2,935.96
PAVEMENT SEALANTS & SUPPLY	22348	04/06/2023	HIGH PERFORMANCE PERMAN...	216-4503-43550	6,896.23
BARTOO SAND & GRAVEL, INC.	M40152	04/06/2023	HOTMIX- WATER CUTS	216-4503-43550	9,622.74
WAGNER EQUIPMENT CO.	P12C0462468	04/06/2023	TUBE A	216-4503-47420	74.06
WAGNER EQUIPMENT CO.	P12C046349	04/06/2023	2T-1368 TUBE A	216-4503-47420	109.46
AMAZON CAPITAL SERVICES, IN...	17-VW-JPRF-LLHD	04/13/2023	CHAIRS	216-4503-44613	568.16
AMAZON CAPITAL SERVICES, IN...	17-VW-JPRF-LLHD	04/13/2023	CONFERENCE TABLE	216-4503-44613	1,348.76
SHARE CORP.	227271	04/13/2023	TRAFFIC PAINT- YELLOW	216-4503-43550	1,017.00
SHARE CORP.	227271	04/13/2023	TRAFFIC PAINT- WHITE	216-4503-43550	957.00
SHARE CORP.	227271	04/13/2023	TRAFFIC PAINT- BLUE	216-4503-43550	454.80
SHARE CORP.	227271	04/13/2023	PRIMO	216-4503-44607	99.60
SHARE CORP.	227271	04/13/2023	ROLL TOWELS	216-4503-44607	318.53
SHARE CORP.	227271	04/13/2023	PENETRATING OIL	216-4503-44607	400.80
SHARE CORP.	227271	04/13/2023	3 GALLON SPRAYERS	216-4503-44607	575.00
SIERRA AUTO/CARQUEST	6016-310566	04/13/2023	GRAPHIC LUBE	216-4503-44607	433.20
SIERRA AUTO/CARQUEST	6016-310567	04/13/2023	W/C MIRROR/ECON	216-4503-47420	14.99
SIERRA AUTO/CARQUEST	6016-310567	04/13/2023	12G-12FFORX	216-4503-47420	24.21
SIERRA AUTO/CARQUEST	6016-310567	04/13/2023	HYDRA HOSE BULK	216-4503-47420	36.40
SIERRA AUTO/CARQUEST	6016-310567	04/13/2023	XBO CRIMPS	216-4503-47420	20.00
SIERRA AUTO/CARQUEST	6016-310567	04/13/2023	HYDRA FITTING	216-4503-47420	12.93

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	6016-311126	04/13/2023	RFI R85372	216-4503-47420	2.77
SIERRA AUTO/CARQUEST	6016-311126	04/13/2023	VACUUM TUBING	216-4503-47420	2.80
SIERRA AUTO/CARQUEST	6016-311126	04/13/2023	BRAKE PADS PROF FLAT	216-4503-47420	48.26
SIERRA AUTO/CARQUEST	6016-311126	04/13/2023	BRAKE PADS PREM GOLD	216-4503-47420	33.38
SIERRA AUTO/CARQUEST	6016-311126	04/13/2023	SERP BELT POLY RIB	216-4503-47420	29.50
SIERRA AUTO/CARQUEST	6016-311126	04/13/2023	18 EXTRA CLEAR	216-4503-47420	16.96
SIERRA AUTO/CARQUEST	6016-311126	04/13/2023	HOSE BARB	216-4503-47420	9.98
SIERRA AUTO/CARQUEST	6016-311126	04/13/2023	AIR FILTER	216-4503-47420	13.91
SIERRA AUTO/CARQUEST	6016-311127	04/13/2023	XBO CRIMPS	216-4503-47420	14.00
SIERRA AUTO/CARQUEST	6016-311127	04/13/2023	HYDRAULIC HOSE BULK	216-4503-47420	32.40
SIERRA AUTO/CARQUEST	6016-311127	04/13/2023	6FFORX	216-4503-47420	11.74
SIERRA AUTO/CARQUEST	6016-311127	04/13/2023	6G 8FFORX	216-4503-47420	13.31
SIERRA AUTO/CARQUEST	6016-311128	04/13/2023	SENSA TRACK TRUCK SHK	216-4503-47420	109.34
SIERRA AUTO/CARQUEST	6016-311574	04/13/2023	QUICK RELEASE VALVE	216-4503-47420	24.35
SOUTHWEST CONSTRUCTION P...	95701	04/20/2023	BOLT	216-4503-47420	29.60
SOUTHWEST CONSTRUCTION P...	95701	04/20/2023	NUT	216-4503-47420	26.70
SOUTHWEST CONSTRUCTION P...	95701	04/20/2023	BOLTS 3/4 X 2-1/2	216-4503-47420	15.50
SOUTHWEST CONSTRUCTION P...	95701	04/20/2023	NUTS 3/4	216-4503-47420	11.90
SOUTHWEST CONSTRUCTION P...	95701	04/20/2023	END BLADE- 936-938	216-4503-47420	195.20
SOUTHWEST CONSTRUCTION P...	95701	04/20/2023	EDGE	216-4503-47420	537.46
BANK OF AMERICA	03282023	04/27/2023	JEANS	216-4503-42620	86.34
BANK OF AMERICA	03282023	04/27/2023	SHIRTS	216-4503-42620	179.94
BANK OF AMERICA	04032023	04/27/2023	STEEL TOE BOOTS	216-4503-44615	89.24
TESTON'S FREEWAY CHEVRON	5085	04/27/2023	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	1,532.31
Fund 216 - Muni Street Total:					28,986.72
Fund: 260 - Fiscal Recovery Funds					
WH PACIFIC, INC.	321875	04/13/2023	TIA FOR DATE ST/NM 181 ROU...	260-2002-80860	19,597.95
Fund 260 - Fiscal Recovery Funds Total:					19,597.95
Fund: 294 - State Library					
OCLC, INC.	1000298489,1000281482	04/13/2023	INTERLIBRARY LOAN SERVICE FY...	294-5003-60834	420.48
TDS	14/01/2023	04/13/2023	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
THE LIBRARY CORPORATION	2023030018	04/13/2023	RENEW ENHANCED CONTENT S...	294-5003-60834	1,731.00
XEROX CORP.	018566956,018663779	04/21/2023	METER USAGE - OPEN PO FY 20...	294-5003-43465	41.15
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	294-5003-43775	166.27
Fund 294 - State Library Total:					2,458.85
Fund: 295 - Muni Pool					
CITY UTILITIES	04052023	04/06/2023	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	814.77
QUILL CORPORATION	31307355	04/06/2023	JUMBO PAPER CLIPS	295-4803-44606	4.48
QUILL CORPORATION	31307355	04/06/2023	SMALL PAPER CLIPS	295-4803-44606	4.48
QUILL CORPORATION	31307355	04/06/2023	STAPLES	295-4803-44606	5.03
QUILL CORPORATION	31307355	04/06/2023	MECHANICAL PENCILS DOZEN	295-4803-44606	8.09
QUILL CORPORATION	31307355	04/06/2023	BLUE PENS DOZEN	295-4803-44606	14.93
QUILL CORPORATION	31307355	04/06/2023	PAPER 5/CARTON	295-4803-44606	37.79
QUILL CORPORATION	31307355	04/06/2023	BLACK PENS DOZEN	295-4803-44606	14.93
QUILL CORPORATION	31307355	04/06/2023	TAPE 6 ROLLS	295-4803-44606	14.99
QUILL CORPORATION	31307355	04/06/2023	1 1/2" BINDER	295-4803-44606	17.26
QUILL CORPORATION	31307355	04/06/2023	PLASTIC CLIPBOARD	295-4803-44606	31.29
QUILL CORPORATION	31307355	04/06/2023	POLY FOLDERS 24/PK	295-4803-44606	25.19
QUILL CORPORATION	31307355	04/06/2023	WALL CLOCK	295-4803-44606	19.59
QUILL CORPORATION	31307355	04/06/2023	STICKY NOTES 12/PK	295-4803-44606	13.49
QUILL CORPORATION	31307355	04/06/2023	MESH DESK CHAIR	295-4803-44613	399.98
QUILL CORPORATION	31307355	04/06/2023	HEAVY ITEM FEE FOR CHAIRS	295-4803-44613	25.50
QUILL CORPORATION	31394012	04/06/2023	BUSINESS CARDS FOR ASHLEY 2...	295-4803-44606	19.16
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	295-4803-41226	40.10
NEW MEXICO GAS COMPANY, I...	INV APR 2023	04/20/2023	GAS BILLS/SWIMMING POOL CY...	295-4803-43780	28.51
XEROX CORP.	018601371	04/21/2023	BASE CHARGE/METER USAGE 2...	295-4803-43465	30.45
TDS	04182023	04/27/2023	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
JR AQUATIC SERVICES LLC	193	04/27/2023	TRAVEL CHARGE	295-4803-43403	250.00
JR AQUATIC SERVICES LLC	193	04/27/2023	TROUBLESHOOTING	295-4803-43403	407.55

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	295-4803-43775	28.43
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	295-4803-41226	40.10
Fund 295 - Muni Pool Total:					2,896.09
Fund: 296 - PD GRT					
GOLDEN WEST INDUSTRIAL SU...	2118806	04/13/2023	SAFETY EQUIPMENT	296-2403-44615	2,806.86
BANK OF AMERICA	3354667706	04/27/2023	HOTEL STAY FOR NEW CHIEF OF...	296-2403-42720	545.40
Fund 296 - PD GRT Total:					3,352.26
Fund: 297 - PD Confidential					
PUBLIC SAFETY PSYCHOLOGICAL... RECEIVED EMAIL OF TEST PASS...		04/13/2023	PSCHOLOGICAL EXAMINATION - ...	297-2203-45607	373.84
Fund 297 - PD Confidential Total:					373.84
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	APR2023	04/20/2023	PHONE BILLS/OPEN PO FY 22/23	303-4703-43775	148.74
Fund 303 - Vet Wall Total:					148.74
Fund: 304 - Senior Grants					
MELLOY CHEVROLET	FC23265/FC23318	04/13/2023	OPTION AB - REMOTE KEYLESS ...	304-4903-80810	750.00
MELLOY CHEVROLET	FC23265/FC23318	04/13/2023	2023 CHEVROLET TRAVERSE A...	304-4903-80810	60,572.00
Fund 304 - Senior Grants Total:					61,322.00
Fund: 315 - CI Reserve					
AMAZON CAPITAL SERVICES, IN...	16QH-4RG6-NVPG	04/20/2023	IT SUPPLIES FOR CD TECHNOLOGY	315-8001-44613	269.22
Fund 315 - CI Reserve Total:					269.22
Fund: 321 - WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY, INC. ENG...	113489	04/18/2023	ENGINEERING SERVICES MSD ...	321-6603-80860	31,937.10
WILSON & COMPANY, INC. ENG...	113492	04/18/2023	WA SYSTEM PERFORMANCE IM...	321-7017-80860	22,628.20
WILSON & COMPANY, INC. ENG...	114296	04/18/2023	ENGINEERING SERVICES MSD ...	321-6603-80860	33,680.82
SMITHCO CONSTRUCTION INC.	PAY APPLIACTION 5	04/18/2023	MSD WATERLINE CONSTRUCTI...	321-6603-80860	773,509.47
SMITHCO CONSTRUCTION INC.	PAY APPLICATION 4	04/18/2023	MSD WATERLINE CONSTRUCTI...	321-6603-80860	1,141,255.79
Fund 321 - WATER SYSTEM IMPROVEMENTS Total:					2,003,011.38
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. ENG...	114298/115010	04/13/2023	PROFESSIONAL SERVICES BOOS...	370-7008-48598	15,841.92
Fund 370 - WATER TRUST BOARD PROJECTS Total:					15,841.92
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR...	030123-1	04/06/2023	NMFA LOAN PYMT TORC 18	403-1203-12918	690.62
NEW MEXICO FINANCE AUTHOR...	030123-1	04/06/2023	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.74
NEW MEXICO FINANCE AUTHOR...	030123-1	04/06/2023	NMFA LOAN PYMT PPRF-5652	403-1203-12952	10,704.12
NEW MEXICO FINANCE AUTHOR...	030123-1	04/06/2023	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.63
BANK OF THE SOUTHWEST	04172023	04/17/2023	INTEREST PAYMENTS MSD WAT...	403-1203-90910	11,340.87
CAPITAL ONE PUBLIC FUNDING	04242023	04/27/2023	CAPITAL ONE LOAN PMT PRINC...	403-1203-90905	100,000.00
CAPITAL ONE PUBLIC FUNDING	04242023	04/27/2023	CAPITAL ONE LOAN PMT INTER...	403-1203-90910	8,393.75
Fund 403 - Pledge State Total:					145,878.73
Fund: 501 - Cemetary					
CITY UTILITIES	A-B APR 2023	04/20/2023	CITY UTILITIES CYCLE A&B/OPEN...	501-1803-43780	412.04
Fund 501 - Cemetary Total:					412.04
Fund: 502 - Util Office - Pool					
SUN VALLEY, INC.	03082023	04/06/2023	RECTORSEAL NO.5 PT CANS	502-3601-44607	23.99
SUN VALLEY, INC.	03082023	04/06/2023	14 GA RNDPT FG LH SHOVEL	502-3601-44607	26.78
SUN VALLEY, INC.	03082023	04/06/2023	20" PALM GONG BRUSH	502-3601-44607	27.87
SUN VALLEY, INC.	03082023	04/06/2023	ROYAL BLUE SPRAY PAINT WA ...	502-3601-44607	34.36
SUN VALLEY, INC.	03082023	04/06/2023	GT DHRP MINI SHOVEL	502-3601-44607	47.97
SUN VALLEY, INC.	03082023	04/06/2023	RB 15T BW RAKE	502-3601-44607	89.98
CITY UTILITIES	04052023	04/06/2023	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	303.96
SPECTRUM NEW MEXICO, LLC	77789	04/06/2023	10,000 #9 RETURN & 20,000 #1...	502-3601-43740	2,559.17
SIERRA AUTO/CARQUEST	6016-310641	04/13/2023	XBO PIPE WRENCH 1" METER B...	502-3601-44607	22.99
PITNEY BOWES INC.	8000-9090-0951-4238-4	04/13/2023	PITNEY BOWES RELAY 5000/PO...	502-3601-43465	2,732.29
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	502-3601-41226	254.95
POSTMASTER	04172023	04/20/2023	UTILITY OFFICE POSTAGE CITY ...	502-3601-43735	10,000.00
CITY UTILITIES	APR PAYMENT 2023	04/20/2023	CITY LANDFILL BILLS/OPEN PO F...	502-3601-43780	3.50
XEROX CORP.	018566949-018566948-018566...	04/21/2023	XEROX CORP. UTILITY OFFICE FY...	502-3601-43465	459.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TESTON'S FREEWAY CHEVRON	5084	04/27/2023	UTILITY OFFICE FUEL TESTONS ...	502-3601-43316	411.73
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	502-3601-43775	271.83
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	502-3601-41226	254.95
Fund 502 - Util Office - Pool Total:					17,526.08
Fund: 503 - Electric					
CITY UTILITIES	04052023	04/06/2023	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,909.35
MIKE TORRES DBA CD TECHNO...	1007	04/06/2023	IT SERVICES AUGUST 1,2022 TO ..	503-3702-48598	904.29
GMES LLC - FARWEST LINE SPEC...	6529682	04/06/2023	SAFETY BOOTS- WILLIE MONTO...	503-3702-44615	235.00
TRIPLE H SOLAR, LLC	0332	04/13/2023	ENGINEERING SERVICES- OPEN ...	503-3702-48598	6,080.00
AMERICAN PUBLIC POWER ASS...	04062023	04/13/2023	ANNUAL APPA DUES	503-3702-43770	4,089.04
AMAZON CAPITAL SERVICES, IN...	13NP-PJ7Y-JMP1	04/13/2023	JEANS	503-3702-42620	209.94
AMAZON CAPITAL SERVICES, IN...	1P39-PXRG-P9YD	04/13/2023	JEANS- JOSHUA BREUER	503-3702-42620	239.94
AMAZON CAPITAL SERVICES, IN...	1P39-PXRG-P9YD	04/13/2023	JEANS- WILLIE MONTOYA	503-3702-42620	239.94
AMAZON CAPITAL SERVICES, IN...	1P39-PXRG-P9YD	04/13/2023	URINAL Cakes	503-3702-44606	53.90
IIA LIFTING SERVICES INC	INDI63297	04/13/2023	ANNUAL SAFETY INSEPECTIONS	503-3702-47420	476.90
AMAZON CAPITAL SERVICES, IN...	IXKH-PWKX-PHNF	04/13/2023	JEANS	503-3702-42620	260.40
WESTERN AREA POWER ADMIN	JJPB1798A0323	04/13/2023	BASE DEMAND & BASE ENERGY...	503-3702-50795	42,290.18
SSA SOLAR OF NM 4, LLC	NM-14-015A-202303-01	04/13/2023	POWER SERVICES- OPEN PO FY ...	503-3702-50795	29,089.75
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	503-3702-41226	455.50
SIERRA ELECTRIC CO-OP, INC.	04042023, 04102023	04/14/2023	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	566.95
SIERRA ELECTRIC CO-OP, INC.	04042023, 04102023	04/14/2023	POWER SERVICES- OPEN PO FY...	503-3702-50795	179,703.39
TRI-STATE GENERATION & TRA...	304049	04/14/2023	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,778.12
VERIZON WIRELESS	9931624324	04/14/2023	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	1.13
SUPERIOR WEED AND PEST LLC	1011	04/20/2023	WEED SPRAYING	503-3702-47415	482.82
AMAZON CAPITAL SERVICES, IN...	1QHY-FHP1-PJ43	04/20/2023	STEEL TOE BOOTS- CRISPIN BU...	503-3702-44615	189.99
AMAZON CAPITAL SERVICES, IN...	1QHY-FHP1-PJ43	04/20/2023	BOOTS- BO EASLEY	503-3702-44615	242.20
ALTEC INDUSTRIES, INC	51193475	04/20/2023	TROUBLESHOOT HYDRAULIC LE...	503-3702-47420	2,802.93
CHERRILL'S WESTERN APPAREL	777086	04/20/2023	JEANS- BO EASLEY	503-3702-42620	222.00
CITY UTILITIES	A-B APR 2023	04/20/2023	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	162.78
CITY UTILITIES	APR PAYMENT 2023	04/20/2023	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	3.50
XEROX CORP.	018566960, 018663780	04/21/2023	BASE CHARGE & METER USAGE...	503-3702-43465	134.35
TDS	04182023	04/27/2023	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
TWIN PALMS EMBROIDERY, LLC	2205	04/27/2023	EMBROIDERY	503-3702-42620	120.00
TESTON'S FREEWAY CHEVRON	5087	04/27/2023	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	2,071.89
ALTEC INDUSTRIES, INC	51193477	04/27/2023	REPLACE ROTATION MOTOR	503-3702-47420	4,963.27
WESTERN UNITED ELECTRIC	6081075, 6081603, 6082654, 6...	04/27/2023	BST7S4DP #4 BARE SOLID COPP...	503-3702-44607	1,152.00
WESTERN UNITED ELECTRIC	6081075, 6081603, 6082654, 6...	04/27/2023	HDS047 DEAD END SHOE	503-3702-44607	585.20
WESTERN UNITED ELECTRIC	6081075, 6081603, 6082654, 6...	04/27/2023	DG-4545 2/0 DEAD END GRIP	503-3702-44607	712.00
WESTERN UNITED ELECTRIC	6081075, 6081603, 6082654, 6...	04/27/2023	8814 MACHINE BOLT 5/8 X 14	503-3702-44607	87.00
WESTERN UNITED ELECTRIC	6081075, 6081603, 6082654, 6...	04/27/2023	2174P POLE TOP PIN	503-3702-44607	433.20
WESTERN UNITED ELECTRIC	6081075, 6081603, 6082654, 6...	04/27/2023	8646 CARRIAGE BOLT 12 X 6	503-3702-44607	119.00
WESTERN UNITED ELECTRIC	6081075, 6081603, 6082654, 6...	04/27/2023	LU400/SBY 400WATT BULB	503-3702-44607	168.36
WESTERN UNITED ELECTRIC	6081075, 6081603, 6082654, 6...	04/27/2023	881P PIN CROSS ARM	503-3702-44607	220.50
WESTERN UNITED ELECTRIC	6081075, 6081603, 6082654, 6...	04/27/2023	SPL-1358P 4/0 SPOOL TIE ACSR	503-3702-44607	246.50
WESTERN UNITED ELECTRIC	6081075, 6081603, 6082654, 6...	04/27/2023	0327 CLEVIS	503-3702-44607	341.70
WESTERN UNITED ELECTRIC	6084105, 6085465	04/27/2023	WR159- CONN. COMP	503-3702-44607	547.50
WESTERN UNITED ELECTRIC	6084105, 6085465	04/27/2023	#2 TRIPLEX	503-3702-44607	3,307.50
WESTERN UNITED ELECTRIC	6084105, 6085465	04/27/2023	RED PAINT	503-3702-44607	268.32
WESTERN UNITED ELECTRIC	6084105, 6085465	04/27/2023	GUY WIRE 3/8 SMALLCLASS A	503-3702-44607	157.50
WESTERN UNITED ELECTRIC	6084105, 6085465	04/27/2023	TIE WRAPLOCK 4/0 F-NECK	503-3702-44607	999.00
LANDIS+GYR TECHNOLOGY, INC	90373452	04/27/2023	SaaS MONTHLY FLAT FEE- OPEN...	503-3702-43770	950.00
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	191.45
NEW MEXICO GAS COMPANY, I...	INV APR-2023-2	04/27/2023	GAS BILLS/ELECTRIC FY 22-23	503-3702-43780	40.28
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	503-3702-41226	455.50
IRBY SUPPLY CO.	S013461891.001	04/27/2023	FR SHIRTS- WILLIE MONTOYA	503-3702-42620	442.50
IRBY SUPPLY CO.	S013461891.001	04/27/2023	FR SHIRTS- BO EASLEY	503-3702-42620	442.50
IRBY SUPPLY CO.	S013461891.001	04/27/2023	FR SHIRTS- JOSH BREURER	503-3702-42620	442.50
IRBY SUPPLY CO.	S013461891.001	04/27/2023	FR SHIRTS- CHRIS REES	503-3702-42620	442.50
Fund 503 - Electric Total:					330,331.96

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 504 - Water					
TAXATION AND REVENUE	03312023	04/06/2023	WATER CONSERVATION FEE FY ... 504-3803-43797		1,142.87
CITY UTILITIES	04052023	04/06/2023	CITY UTILITIES CYCLE C&D/OPE... 504-3803-43780		6,747.77
MIKE TORRES DBA CD TECHNO...	1007	04/06/2023	IT SERVICES AUGUST 1,2022 TO .. 504-3803-48598		904.17
NM RURAL WATER ASSOC.	672	04/06/2023	REGISTRATION FOR ARNIE CAS... 504-3803-42720		85.00
GRAINGER, INC.	9628193048, 9628726836	04/06/2023	1 1/2" WATER DISCHARGE HOSE..504-3803-44607		51.62
GRAINGER, INC.	9628193048, 9628726836	04/06/2023	1 1/2" WATER DISCHARGE HOSE..504-3803-44607		79.41
GRAINGER, INC.	9628193048, 9628726836	04/06/2023	DEWALT DRILL 504-3803-44607		286.03
BAKER UTILITY SUPPLY CORP.	INV309390	04/06/2023	BADGER M25 504-3803-44607		960.00
BAKER UTILITY SUPPLY CORP.	INV309390	04/06/2023	STL FULL CIRCLE 504-3803-44607		800.00
BAKER UTILITY SUPPLY CORP.	INV309390	04/06/2023	STL FULL CIRCLE 504-3803-44607		660.00
BAKER UTILITY SUPPLY CORP.	INV309528	04/06/2023	NS FERNCO SS CLAMP 504-3803-44607		13.06
SUPERIOR WEED AND PEST LLC	0000088	04/13/2023	WEED AND PEST CONTROL FOR... 504-3803-47415		2,516.12
BAKER UTILITY SUPPLY CORP.	065883	04/13/2023	BADGER M55 1" LOW LEAD MTR 504-3803-44607		1,400.00
BAKER UTILITY SUPPLY CORP.	184011.13	04/13/2023	INLET BALL VLV RESETTER 5/8" x..504-3803-44607		121.99
BAKER UTILITY SUPPLY CORP.	188617	04/13/2023	PVC SCH40 MALE ADAPTER 2"-... 504-3803-10113		3.32
BAKER UTILITY SUPPLY CORP.	188617	04/13/2023	PVC SCH40 PIPE 2"X20'-BELL E... 504-3803-10113		2,695.00
BAKER UTILITY SUPPLY CORP.	188617	04/13/2023	PVC SCH40 CPLG 2"-SXS 504-3803-10113		9.06
BAKER UTILITY SUPPLY CORP.	188617	04/13/2023	CEMENT GLUE-QUART-12/BOX 504-3803-10113		73.20
BAKER UTILITY SUPPLY CORP.	188617	04/13/2023	PRIMER-QUART-12/BOX 504-3803-10113		58.05
BAKER UTILITY SUPPLY CORP.	188886	04/13/2023	FLG BOLT & GSKT SET 3" -150#, ...504-3803-44607		13.28
BAKER UTILITY SUPPLY CORP.	188886	04/13/2023	PVC SCH80 PIPE 2" X 20' - BE (C... 504-3803-44607		100.40
BAKER UTILITY SUPPLY CORP.	188886	04/13/2023	PVC SCH80 FEM ADAPTER 2" -S ...504-3803-44607		105.12
BAKER UTILITY SUPPLY CORP.	188886	04/13/2023	PVC SCH80 MALE ADPT 3" -S X... 504-3803-44607		41.32
BAKER UTILITY SUPPLY CORP.	188886	04/13/2023	PVC SCH80 RED CPLG 3" X 2" - S...504-3803-44607		94.54
BAKER UTILITY SUPPLY CORP.	188886	04/13/2023	NS SCH80 VS FLANGE 3.00" 504-3803-44607		36.76
BAKER UTILITY SUPPLY CORP.	308115, 308114	04/13/2023	INLET BALL VLV RESETTER 5/8" x..504-3803-44607		853.93
BAKER UTILITY SUPPLY CORP.	308115, 308114	04/13/2023	BRASS CURB BALL STOP 1" VLV 504-3803-44607		1,189.92
NM ENVIRONMENT DEPT	89742	04/13/2023	UTILITY OPERATOR RECERTIFIC... 504-3803-42720		165.00
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07 504-3803-41226		145.21
SOUTHWEST FIRST AID AND SA...	1140129535	04/20/2023	LENS CLENAING TOWLETTTS 100... 504-3803-44615		26.46
SOUTHWEST FIRST AID AND SA...	1140129535	04/20/2023	CABINET, MED., IND. FULL 504-3803-44615		119.86
NEW MEXICO ONE CALL, INC.	153005094W	04/20/2023	QUARTERLY ALLOCATION USAGE 504-3803-43770		611.00
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	RUBBER MTR GSK 1" X 1/8" 504-3803-10113		2.80
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	IRON SDL 6" X 1"- CC, DBL SS B... 504-3803-10113		88.30
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	RUBBER MTR GSK 3/4" X 1/8" 504-3803-10113		2.20
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	CORP STOP BALL VLV 3/4"- CC X...504-3803-10113		804.50
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	POLYLOC CAN 18" X 36"- WITH ... 504-3803-10113		273.10
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	WRAP CLAMP 1.05 X 3" (3/4") S... 504-3803-10113		273.76
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	RUBBER MTR GSK 1" X 1/16" 504-3803-10113		0.11
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	RUBBER MTR GSK 3/4" X 1/16" 504-3803-10113		2.20
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	FORD OD TAPE 10' 504-3803-10113		51.92
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	IRON SDL 6 X3/4"- CC, DBL SS B... 504-3803-10113		353.20
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	STL FULL CIRLCE 2" X 7.5"-2.35 ... 504-3803-10113		354.25
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	HDPE POLY PIPE 1" X 300'- IP, S... 504-3803-10113		753.76
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	HDPE POLY PIPE 3/4" X 300'- IP 504-3803-10113		570.24
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	ROMAC MARCO HP XL CPLG 2"-...504-3803-10113		1,149.75
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	ROMAC MARCO HP CPLG 4"- T... 504-3803-10113		1,942.50
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	FULL CIRCLE 4" X 7.5- 3.96 TO 4... 504-3803-10113		437.50
BAKER UTILITY SUPPLY CORP.	309741	04/20/2023	ROMAC MARCO HP CPLG 6"- T... 504-3803-10113		2,562.00
NM WATER & WASTEWATER A...	78026	04/20/2023	NM WATER & WASTEWATER A... 504-3803-42720		55.00
NM RURAL WATER ASSOC.	89580	04/20/2023	REGISTRATION FOR ANDREW C... 504-3803-42720		255.00
CITY UTILITIES	A-B APR 2023	04/20/2023	CITY UTILITIES CYCLE A&B/OPEN..504-3803-43780		612.30
TDS	04182023	04/27/2023	TDS FIBER INTERNET OPEN PO ... 504-3803-43780		600.00
BANK OF AMERICA	1000121097	04/27/2023	HOTEL FOR ARNULFO CASTANE... 504-3803-42310		369.78
BANK OF AMERICA	1000121097	04/27/2023	PARKING 504-3803-42310		21.90
BAKER UTILITY SUPPLY CORP.	188434	04/27/2023	STL FULL CIRLCE 2" X 7.5"-2.35 ... 504-3803-10113		212.55
BAKER UTILITY SUPPLY CORP.	188434	04/27/2023	NS STL FULL CIRLCE 3"-4" X 7.5" ...504-3803-10113		130.03
BAKER UTILITY SUPPLY CORP.	188434	04/27/2023	IRON SDL 6" X 1"- CC, DBL SS B... 504-3803-10113		264.90
BAKER UTILITY SUPPLY CORP.	188434	04/27/2023	IRON SDL 4" X 1"- CC, DBL SS B... 504-3803-10113		435.25

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO METERS LLC	21-0924	04/27/2023	3/4" FIP X PEP 3/4"	504-3803-44607	1,250.00
NEW MEXICO METERS LLC	21-0932, 21-0923	04/27/2023	1" MIPxPEP BALL CORP NL	504-3803-44607	1,288.00
NEW MEXICO METERS LLC	21-0932, 21-0923	04/27/2023	1" PEPxPEP COMP COUPLING NL	504-3803-44607	1,608.00
APEX TECHNOLOGIES LLC	30130	04/27/2023	SECURITY SYSTEM FOR WATER ...	504-3803-10113	2,104.21
TESTON'S FREEWAY CHEVRON	5082, 5083	04/27/2023	OPEN PO FOR DIESEL/UNLEAED...	504-3803-43316	1,578.82
BANK OF AMERICA	583086566704351	04/27/2023	25 FT HDMI CORD	504-3803-42720	13.63
BANK OF AMERICA	583086566704351	04/27/2023	HANG ON MONITOR WALL MO...	504-3803-42720	12.99
BANK OF AMERICA	583086566704351	04/27/2023	PC SPEAKERS	504-3803-42720	5.44
BANK OF AMERICA	583086566704351	04/27/2023	SURGE PROTECTORS	504-3803-42720	9.88
BANK OF AMERICA	583086566704351	04/27/2023	55" TV/MONITOR	504-3803-42720	134.00
BANK OF AMERICA	69564456	04/27/2023	POWER WASH EXTERIOR AND ...	504-3803-47420	235.00
T OR C FIESTA, INC	89888	04/27/2023	VEHICLE ENTRY FIESTA PARADE	504-3803-43770	100.00
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	504-3803-43775	69.45
STEVE BELL CONSTRUCTION	C18360	04/27/2023	SEWER AND WATER INSTALL	504-3803-47415	20,072.50
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	504-3803-41226	160.84
Fund 504 - Water Total:					63,331.03

Fund: 505 - Solid Waste

CITY UTILITIES	04052023	04/06/2023	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	582.09
MIKE TORRES DBA CD TECHNO...	1007	04/06/2023	IT SERVICES AUGUST 1,2022 TO ..	505-3904-48598	904.17
GOODMAN AG SUPPLY INC	127951	04/06/2023	MAINTENANCE FOR 61618	505-3904-47420	313.94
SUN VALLEY, INC.	168253/6	04/06/2023	DISCOUNT ON PADLOCKS	505-3904-44607	-1.17
SUN VALLEY, INC.	168253/6	04/06/2023	LEVER TYPE BLOW GUN 4" EXT.	505-3904-44607	21.99
SUN VALLEY, INC.	168253/6	04/06/2023	DISCOUNT ON BLOW GUN	505-3904-44607	-1.10
SUN VALLEY, INC.	168253/6	04/06/2023	2PK 1-3/4 MAG LG PADLOCK	505-3904-44607	23.49
SUN VALLEY, INC.	168261/6	04/06/2023	XL COWHIDE GRAIN GLOVE	505-3904-44607	71.94
SUN VALLEY, INC.	168261/6	04/06/2023	LRG GRAIN DRIVER GLOVES	505-3904-44607	83.88
SUN VALLEY, INC.	168261/6	04/06/2023	MED GRAIN DRIVER GLOVE	505-3904-44607	83.88
SUN VALLEY, INC.	168261/6	04/06/2023	DISCOUNT	505-3904-44607	-11.99
SUN VALLEY, INC.	168262/6	04/06/2023	DISCOUNT	505-3904-44607	-8.60
SUN VALLEY, INC.	168263/6	04/06/2023	WA 5 GAL FLT DEEP BASE Y364...	505-3904-44607	172.00
SUN VALLEY, INC.	168263/6	04/06/2023	SUEDE COWHIDE GLOVE XL	505-3904-44607	35.96
SUN VALLEY, INC.	168263/6	04/06/2023	DISCOUNT	505-3904-44607	-1.80
CITY OF LAS CRUCES	93377	04/06/2023	SCSWA OPEN PO FY2022-2023	505-3904-45601	44,858.68
NEW MEXICO GAS COMPANY, I...	INV-MAR2023-2	04/06/2023	GAS BILLS/RECYCLE CENTER FY ...	505-3904-43780	30.93
4 RIVERS EQUIPMENT	1455574	04/13/2023	WINDOE	505-3904-47420	1,152.25
4 RIVERS EQUIPMENT	1455574	04/13/2023	FRAME	505-3904-47420	238.12
4 RIVERS EQUIPMENT	1455574	04/13/2023	SCREW	505-3904-47420	18.66
AMAZON CAPITAL SERVICES, IN...	1DKC-WPRM-V6DH	04/13/2023	HP 2022 NEWEST 14" LAPTOP L...	505-3904-44613	395.99
AMAZON CAPITAL SERVICES, IN...	1DKC-WPRM-V6DH	04/13/2023	ASURION B2B 2 YR LAPTOP/TAB...	505-3904-44613	65.98
APEX TECHNOLOGIES LLC	29918	04/13/2023	REPLACE FISHEYE CAMERA +LA...	505-3904-80845	1,143.42
SIERRA AUTO/CARQUEST	6016-310564	04/13/2023	COUPLING	505-3904-47420	8.11
SIERRA AUTO/CARQUEST	6016-310564	04/13/2023	COUPLING	505-3904-47420	9.22
WEX BANK	88260792-4	04/13/2023	WEX DIESEL & GASOLINE	505-3904-43316	5,948.54
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	505-3904-41226	571.38
BORDER INTERNATIONAL TRUC...	R400026491-01	04/13/2023	DIAGNOSTICS/LABOR	505-3904-47420	330.00
SUPERIOR WEED AND PEST LLC	000089	04/20/2023	PREVENT OVERGROTH OF WEE...	505-3904-47415	2,931.93
PARKHILL SMITH & COOPER	04089223.00-1	04/20/2023	ON CALL AGREEMENT- RATE ST...	505-3904-48599	2,484.69
DONA ANA BRANCH COMMUNI...	14541604	04/20/2023	7 WEEK CDL TRAINING & TESTI...	505-3904-42720	4,000.00
AMAZON CAPITAL SERVICES, IN...	16RQ-TGK7-MJCC	04/20/2023	KEEN UTILITY WM RENO MID HT...	505-3904-44615	189.95
FOXWORTH-GALBRAITH	1803756	04/20/2023	COOLER WINDOW 4000CFM B...	505-3904-44613	859.99
WASTEQUIP MANUFACTURING...	20INV000349816	04/20/2023	3 CY SIDE LOAD CONTAINER W...	505-3904-44613	10,584.65
STAPLES CONTRACT & COMME...	8069855491	04/20/2023	TRU RED 8.5X11" COPY PAPER ...	505-3904-44606	103.96
STAPLES CONTRACT & COMME...	8069855491	04/20/2023	APC BACK-UPS 850VA BATTERY...	505-3904-44613	554.40
CITY UTILITIES	APR PAYMENT 2023	04/20/2023	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	24,534.36
NEW MEXICO GAS COMPANY, I...	INV APR 2023	04/20/2023	GAS BILLS/RECYCLE CENTER FY ...	505-3904-43780	46.65
XEROX CORP.	018601370, 018663777	04/21/2023	METER USAGE & BASE CHARGE...	505-3904-43465	144.88
TDS	04182023	04/27/2023	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
REED'S TIRE CENTER	12800	04/27/2023	IRONMAN AP 1502	505-3904-44607	920.00
T OR C FIESTA, INC	4-26-2023	04/27/2023	2023 FIESTA PARADE ENTRY FO...	505-3904-43770	25.00
NORTHERN TOOL & EQUIPMEN...	51988695	04/27/2023	5 PACK 435" KLUTCH TYPE 29 F...	505-3904-44607	24.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NORTHERN TOOL & EQUIPMEN...	51988695	04/27/2023	GRIND WHL METAL 4-1	505-3904-44607	15.96
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	505-3904-43775	164.85
CENTURY EQUIPMENT COMPA...	AW14145	04/27/2023	PIGTAIL	505-3904-47420	18.00
CENTURY EQUIPMENT COMPA...	AW14145	04/27/2023	JOYSTICK	505-3904-47420	772.90
CENTURY EQUIPMENT COMPA...	AW14145	04/27/2023	CUSTOMER LABOR	505-3904-47420	2,437.50
CENTURY EQUIPMENT COMPA...	AW14145	04/27/2023	GRIP	505-3904-47420	1,044.30
CENTURY EQUIPMENT COMPA...	AW14145	04/27/2023	FUSE BOX	505-3904-47420	66.08
CENTURY EQUIPMENT COMPA...	AW14145	04/27/2023	SERVICE HAUL	505-3904-47420	1,000.00
CENTURY EQUIPMENT COMPA...	AW14145	04/27/2023	JOYSTICK	505-3904-47420	772.90
CENTURY EQUIPMENT COMPA...	AW14145	04/27/2023	PARTS FREIGHT	505-3904-47420	221.00
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	505-3904-41226	571.38
BORDER INTERNATIONAL TRUC...	X400091845-01	04/27/2023	SEAT COVER FOR SANITATION ...	505-3904-47420	111.67
Fund 505 - Solid Waste Total:					112,241.95

Fund: 506 - WWTP

VILLAGE OF WILLIAMSBURG	03312023	04/06/2023	SEWER RECEIPTS FY 22/23 OPEN...	506-4005-48798	4,128.87
CITY UTILITIES	04052023	04/06/2023	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	9,484.41
MIKE TORRES DBA CD TECHNO...	1007	04/06/2023	IT SERVICES AUGUST 1,2022 TO ..	506-4005-48598	903.85
SUN VALLEY, INC.	168330, 168351, 168361, 1688...	04/06/2023	OPEN PO UNSTOCKED FIELD SU...	506-4005-44607	548.11
HALL ENVIRONMENTAL ANALYS...	2303813 / 2303109	04/06/2023	EPA METHOD 625 SVOCs	506-4005-48598	225.00
HALL ENVIRONMENTAL ANALYS...	2303813 / 2303109	04/06/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	175.00
HALL ENVIRONMENTAL ANALYS...	2303813 / 2303109	04/06/2023	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANALYS...	2303813 / 2303109	04/06/2023	TAX ON LABOR 7.875%	506-4005-48598	48.06
HALL ENVIRONMENTAL ANALYS...	2303813 / 2303109	04/06/2023	EPA MWTHOD 624 VOCs	506-4005-48598	100.00
HALL ENVIRONMENTAL ANALYS...	2303813 / 2303109	04/06/2023	TAX ON LABOR 7.875%	506-4005-48598	5.43
HALL ENVIRONMENTAL ANALYS...	2303B33	04/06/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2303B33	04/06/2023	UNION & SCALE TABLE	506-4005-44606	376.74
QUILL CORPORATION	31261849	04/06/2023	MAY COMPOST CLASS	506-4005-42720	747.00
NM RECYCLING COALITION	3851	04/06/2023	2023 ANNUAL MEMBERSHIP D...	506-4005-43770	200.00
NM RECYCLING COALITION	3851	04/06/2023	OPEN PO FOR DIESEL,OIL AND ...	506-4005-43316	485.70
B & H OIL CO.	54384, 54788, 54395, 54452, 5...	04/06/2023	WEED AND PEST CONTROL FOR...	506-4005-47415	2,405.44
SUPERIOR WEED AND PEST LLC	0000088	04/13/2023	WORK BOOTS FOR ARNIE CAST...	506-4005-44615	125.99
BOOT BARN	071247	04/13/2023	QUARTERLY WET TEST	506-4005-48598	1,800.00
COVE ENVIRONMENTAL, LLC	11-2-23	04/13/2023	INSTALL CHAINLINK FENCE	506-4005-47415	1,393.78
LYNN'S LANDSCAPE	229	04/13/2023	LANDSCAPING AND DIRTWORK	506-4005-47415	4,809.02
LYNN'S LANDSCAPE	229	04/13/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	75.43
HALL ENVIRONMENTAL ANALYS...	2303E56	04/13/2023	FRIGHT	506-4005-44607	10.21
USA BLUEBOOK	318149	04/13/2023	ORION SEALED TRIODE ORP ELE...	506-4005-44607	498.65
USA BLUEBOOK	318149	04/13/2023	STD TBOLT CLAMP 138	506-4005-47420	11.98
SIERRA AUTO/CARQUEST	77760	04/13/2023	SUN SOAP 2/CASE	506-4005-44607	47.16
BULLOCKS, INC.	8985	04/13/2023	CASE OF WATER	506-4005-44607	15.30
BULLOCKS, INC.	8985	04/13/2023	1 GAL FREEZER BAGS 9/CASE	506-4005-44607	84.00
BULLOCKS, INC.	8985	04/13/2023	PPE 2023-04-07	506-4005-41226	176.42
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	REIMBURSEMENT FOR FUEL	506-4005-43317	43.11
ANDREW CURRY	110741	04/14/2023	PROPANE-WWTP-OPEN PO FOR...	506-4005-43780	209.39
PINNACLE PROPANE	54573248	04/14/2023	CABINET, MED., IND. FULL	506-4005-44615	119.85
SOUTHWEST FIRST AID AND SA...	1140129535	04/20/2023	LENS CLENAING TOWLETTs 100...	506-4005-44615	26.46
SOUTHWEST FIRST AID AND SA...	1140129535	04/20/2023	EPA METHOD 625 SVOCs	506-4005-48598	675.00
HALL ENVIRONMENTAL ANALYS...	2212A24, 2212E87, 2301800, 2...	04/20/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	540.00
HALL ENVIRONMENTAL ANALYS...	2212A24, 2212E87, 2301800, 2...	04/20/2023	SM5210B BOD	506-4005-48598	400.00
HALL ENVIRONMENTAL ANALYS...	2212A24, 2212E87, 2301800, 2...	04/20/2023	EPA MWTHOD 624 VOCs	506-4005-48598	300.00
HALL ENVIRONMENTAL ANALYS...	2212A24, 2212E87, 2301800, 2...	04/20/2023	TAX ON LABOR 7.875%	506-4005-48598	148.44
HALL ENVIRONMENTAL ANALYS...	2303882, 2303F13, 2303C12	04/20/2023	EPA MWTHOD 624 VOCs	506-4005-48598	300.00
HALL ENVIRONMENTAL ANALYS...	2303882, 2303F13, 2303C12	04/20/2023	EPA METHOD 625 SVOCs	506-4005-48598	675.00
HALL ENVIRONMENTAL ANALYS...	2303882, 2303F13, 2303C12	04/20/2023	SM5210B BOD	506-4005-48598	360.00
HALL ENVIRONMENTAL ANALYS...	2303882, 2303F13, 2303C12	04/20/2023	TAX ON LABOR 7.875%	506-4005-48598	111.60
HALL ENVIRONMENTAL ANALYS...	2303882, 2303F13, 2303C12	04/20/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2304227, 2304547	04/20/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	150.86
QUILL CORPORATION	31737684, 31644096, 31658680...	04/20/2023	SWIFFER DUSTER STARTER KIT	506-4005-44606	7.79
QUILL CORPORATION	31737684, 31644096, 31658680...	04/20/2023	INVISIBLE TAPE 12/PK	506-4005-44606	11.49
QUILL CORPORATION	31737684, 31644096, 31658680...	04/20/2023	SWIFFER DRY+WET STARTER KIT	506-4005-44606	21.59

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUILL CORPORATION	31737684, 31644096, 31658680..04/20/2023		DIRT DEVIL SIMPLISTIK VACUUM	506-4005-44606	42.99
QUILL CORPORATION	31737684, 31644096, 31658680..04/20/2023		BLUE GEL PENS 36/PK	506-4005-44606	42.29
QUILL CORPORATION	31737684, 31644096, 31658680..04/20/2023		1/2" 3 RING BINDER	506-4005-44606	40.98
QUILL CORPORATION	31737684, 31644096, 31658680..04/20/2023		12 OZ. CUPS 160/PK	506-4005-44606	39.99
QUILL CORPORATION	31737684, 31644096, 31658680..04/20/2023		STAPLER	506-4005-44606	28.42
QUILL CORPORATION	31737684, 31644096, 31658680..04/20/2023		TAPE DISPENSER	506-4005-44606	23.02
QUILL CORPORATION	31737684, 31644096, 31658680..04/20/2023		1" 3 RING BINDER	506-4005-44606	49.40
QUILL CORPORATION	31737684, 31644096, 31658680..04/20/2023		2" 3 RING BINDER 6/PK	506-4005-44606	44.99
QUILL CORPORATION	31737684, 31644096, 31658680..04/20/2023		4 COMPARTMENT BUSINESS CA...	506-4005-44606	7.64
QUILL CORPORATION	31737684, 31644096, 31658680..04/20/2023		1 COMPARTMENT BUSINESS CA...	506-4005-44606	5.84
BULLOCKS, INC.	695	04/20/2023	OPEN PO FOR ICE	506-4005-44607	14.34
CITY UTILITIES	A-B APR 2023	04/20/2023	CITY UTILITIES CYCLE A&B/OPEN..	506-4005-43780	1,320.37
CITY UTILITIES	APR PAYMENT 2023	04/20/2023	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	12.00
XEROX CORP.	18133083	04/21/2023	BASE CHARGE/METERED USAGE..	506-4005-43465	174.49
XEROX CORP.	18566953	04/21/2023	BASE CHARGE/METERED USAGE..	506-4005-43465	182.37
TDS	04182023	04/27/2023	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
HALL ENVIRONMENTAL ANALYS...	2303543	04/27/2023	TAX ON LABOR 7.875%	506-4005-48598	37.20
HALL ENVIRONMENTAL ANALYS...	2303543	04/27/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	35.00
HALL ENVIRONMENTAL ANALYS...	2303543	04/27/2023	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANALYS...	2303543	04/27/2023	EPA METHOD 625 SVOCs	506-4005-48598	225.00
HALL ENVIRONMENTAL ANALYS...	2303543	04/27/2023	EPA MWTOD 624 VOCs	506-4005-48598	100.00
APEX TECHNOLOGIES LLC	30130	04/27/2023	SECURITY SYSTEM FOR WASTE...	506-4005-10113	4,909.81
TESTON'S FREEWAY CHEVRON	5082, 5083	04/27/2023	OPEN PO FOR DIESEL/UNLEAED...	506-4005-43316	818.18
BANK OF AMERICA	583086566704351	04/27/2023	HANG ON MONITOR WALL MO...	506-4005-42720	12.98
BANK OF AMERICA	583086566704351	04/27/2023	25 FT HDMI CORD	506-4005-42720	13.63
BANK OF AMERICA	583086566704351	04/27/2023	SURGE PROTECTORS	506-4005-42720	9.88
BANK OF AMERICA	583086566704351	04/27/2023	PC SPEAKERS	506-4005-42720	5.44
BANK OF AMERICA	583086566704351	04/27/2023	55" TV/MONITOR	506-4005-42720	134.00
BANK OF AMERICA	69564456	04/27/2023	POWER WASH EXTERIOR AND ...	506-4005-47420	235.00
BANK OF AMERICA	74153	04/27/2023	DOUBLE H MEN SADDLE CT WO...	506-4005-10113	166.49
NM ENVIRONMENT DEPT	78040	04/27/2023	UTILITY OPERATOR CERTIFICAT...	506-4005-42720	30.00
GRAINGER, INC.	9665239787	04/27/2023	SEWAGE EJECTOR PUMP SYST...	506-4005-44607	1,369.80
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	506-4005-43775	872.46
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	506-4005-41226	165.14
Fund 506 - WWTP Total:					45,166.27

Fund: 508 - Golf Course

SUN VALLEY, INC.	168277/6, 168377/6, 168391/6,...	04/06/2023	OPEN PO SUN VALLEY MARCH ...	508-4303-44607	231.31
BARTOO SAND & GRAVEL, INC.	M42137	04/06/2023	SCREENED SAND	508-4303-44607	406.41
HELENA CHEMICALS	14154074	04/13/2023	RYE GRASS SEED	508-4303-44607	575.00
HELENA CHEMICALS	14154074	04/13/2023	DOMINATOR BENT GRASS SEED	508-4303-44607	600.00
TAYLORMADE GOLF COMPANY ...	36583397	04/13/2023	TAYLORMADE TOUR RADAR HA...	508-4303-44607	64.68
SIERRA AUTO/CARQUEST	6016-311446	04/13/2023	OPEN PO SIERRA AUTO MARCH...	508-4303-44607	304.31
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	508-4303-41226	63.07
COUFAL-PRATER EQUIPMENT L...	STATEMENT 4/3/1023	04/13/2023	TORSON SPRINGS	508-4303-44607	16.70
COUFAL-PRATER EQUIPMENT L...	STATEMENT 4/3/1023	04/13/2023	GROVED ROLLERS,	508-4303-44607	1,390.93
COUFAL-PRATER EQUIPMENT L...	STATEMENT 4/3/1023	04/13/2023	SMOOTH ROLLERS	508-4303-44607	534.98
REED'S TIRE CENTER	12753	04/20/2023	18x950 TIRE FOR JACOBSEN GR...	508-4303-44607	99.50
REED'S TIRE CENTER	12753	04/20/2023	TIRE SLIME	508-4303-44607	7.50
CITY UTILITIES	A-B APR 2023	04/20/2023	CITY UTILITIES CYCLE A&B/OPEN..	508-4303-43780	1,788.94
TDS	04182023	04/27/2023	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
SUN COUNTRY AMATEUR GOLF...	2583	04/27/2023	GHIN FEES PHIL SHELburn	508-4303-37316	30.00
YAMAHA MOTOR FINANCE COR...	8000993	04/27/2023	OPEN PO FY22/23 YAMAHA LEA...	508-4303-43465	903.51
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	508-4303-43775	80.07
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	508-4303-41226	63.07
Fund 508 - Golf Course Total:					7,759.98

Fund: 509 - Muni Airport

TECH 45 AIRPORT MANAGEME...	23-09029	04/06/2023	OPEN PURCHASE ORDER AIRPO...	509-4403-48598	3,797.50
SOUTHWEST AUTOMOTIVE	41023	04/13/2023	HOOD	509-4403-47420	1,088.99
SOUTHWEST AUTOMOTIVE	41023	04/13/2023	LH HEADLIGHT	509-4403-47420	168.80
SOUTHWEST AUTOMOTIVE	41023	04/13/2023	BUMPER	509-4403-47420	583.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWEST AUTOMOTIVE	41023	04/13/2023	RH FENDER	509-4403-47420	372.47
SOUTHWEST AUTOMOTIVE	41023	04/13/2023	LH FENDER	509-4403-47420	372.47
SOUTHWEST AUTOMOTIVE	41023	04/13/2023	PAINT AND CLEAR / LABOR TAX	509-4403-47420	1,114.00
SOUTHWEST AUTOMOTIVE	41023	04/13/2023	RH HEADLIGHT	509-4403-47420	168.80
SOUTHWEST AUTOMOTIVE	41023	04/13/2023	FRONT GRILL	509-4403-47420	322.20
SOUTHWEST AUTOMOTIVE	41023	04/13/2023	RADIATOR SUPPORT	509-4403-47420	920.54
SOUTHWEST AUTOMOTIVE	41023	04/13/2023	REPLACE AND REPAIR FRONT E...	509-4403-47420	1,530.00
NM RETIREE HEALTH CARE	PPE 2023-04-07	04/13/2023	PPE 2023-04-07	509-4403-41226	56.57
SIERRA ELECTRIC CO-OP, INC.	2154-4	04/14/2023	OPEN PO FY22/23 SIERRA ELEC...	509-4403-43780	959.34
WINDSTREAM CORPORATION	APR2023	04/20/2023	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	341.91
XEROX CORP.	018663781	04/21/2023	XEROX PRINTER OPEN PO FY 22...	509-4403-43465	42.82
BANK OF AMERICA	101528	04/27/2023	36" DIA. X 12 FT. NYLON WIND ...	509-4403-44607	239.90
BANK OF AMERICA	101528	04/27/2023	18" DIAMATER X 60" NYLON W...	509-4403-44607	242.25
TESTON'S FREEWAY CHEVRON	5071	04/27/2023	OPEN PO FY 22-23 TESTONS FR...	509-4403-43316	730.47
VERIZON WIRELESS	9932568815	04/27/2023	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	123.79
NM RETIREE HEALTH CARE	PPE 2023-04-21	04/27/2023	PPE 2023-04-21	509-4403-41226	56.57

Fund 509 - Muni Airport Total: 13,233.15

Fund: 600 - Internal Serv

SIERRA AUTO/CARQUEST	6016-310568	04/13/2023	CONTACT TIP	600-7003-44607	13.02
SIERRA AUTO/CARQUEST	6016-310568	04/13/2023	COUPLING	600-7003-44607	28.00
SIERRA AUTO/CARQUEST	6016-310568	04/13/2023	COUPLING	600-7003-44607	30.68
SIERRA AUTO/CARQUEST	6016-310568	04/13/2023	FLUX WIRE	600-7003-44607	151.84
SIERRA AUTO/CARQUEST	6016-310568	04/13/2023	220640 ADAPTER	600-7003-44607	3.74
SIERRA AUTO/CARQUEST	6016-310568	04/13/2023	COUPLING	600-7003-44607	8.59
SIERRA AUTO/CARQUEST	6016-310568	04/13/2023	NOZZLE GEL	600-7003-44607	10.62
SIERRA AUTO/CARQUEST	6016-310568	04/13/2023	COUPLING	600-7003-44607	12.66
SIERRA AUTO/CARQUEST	6016-310687	04/13/2023	FUEL	600-7003-44607	41.12
SIERRA AUTO/CARQUEST	6016-310687	04/13/2023	LUBE	600-7003-44607	33.82
SIERRA AUTO/CARQUEST	6016-310687	04/13/2023	FUEL	600-7003-44607	37.18
SIERRA AUTO/CARQUEST	6016-310687	04/13/2023	AIR FILTER HD	600-7003-44607	201.46
SIERRA AUTO/CARQUEST	6016-310687	04/13/2023	HYDRAULIC	600-7003-44607	93.10
SIERRA AUTO/CARQUEST	6016-3111575	04/13/2023	VALVE CORE SHORT	600-7003-44607	9.07
SIERRA AUTO/CARQUEST	6016-3111575	04/13/2023	BRK LINE 1/4	600-7003-44607	8.94
SIERRA AUTO/CARQUEST	6016-311173	04/13/2023	FLAT WASHER	600-7003-44607	6.48
SIERRA AUTO/CARQUEST	6016-311173	04/13/2023	BOLT M8	600-7003-44607	7.56
SIERRA AUTO/CARQUEST	6016-311174	04/13/2023	MINI BULB LONG LIFE	600-7003-44607	15.66
WEX BANK	88260792	04/13/2023	GAS & OIL FY 2022-2023 (OPEN)	600-7003-43316	423.15
BORDER INTERNATIONAL TRUC...	X400090517-1	04/20/2023	NYLON TUBING 5/8 IN 50 FT	600-7003-44607	116.00
BORDER INTERNATIONAL TRUC...	X400090517-1	04/20/2023	NYLONG TUBING 3/4 IN	600-7003-44607	140.50
BORDER INTERNATIONAL TRUC...	X400090517-1	04/20/2023	SHIPPING AND HANDLING	600-7003-44607	35.00
BORDER INTERNATIONAL TRUC...	X400090517-1	04/20/2023	NYLON TUBING 5/16 IN OD X 1...	600-7003-44607	71.00
BORDER INTERNATIONAL TRUC...	X400090517-1	04/20/2023	NYLON TUBING 1/2 IN OD X 50...	600-7003-44607	71.00
BORDER INTERNATIONAL TRUC...	X400090517-1	04/20/2023	NYLONG TUBING 3/8 OD X 100...	600-7003-44607	92.00
XEROX CORP.	018663782	04/21/2023	RENT OF EQUIPMENT/XEROX O...	600-7003-43465	106.01
BOOT BARN	00243857	04/27/2023	BOOTS FOR RAY SLADE	600-7003-44615	188.99
BOOT BARN	00243857-2	04/27/2023	BOOTS	600-7003-44615	143.99
AUTOZONE STORES, LLC	2529122522	04/27/2023	ELECTRIC GREASE	600-7003-44607	179.88
AUTOZONE STORES, LLC	2529122522	04/27/2023	BRAKE FLUID	600-7003-44607	538.20
AUTOZONE STORES, LLC	2529122522	04/27/2023	SHOP TOWELS	600-7003-44607	538.20
AUTOZONE STORES, LLC	2529122522	04/27/2023	SP-BF32 BRAKE CLEAN	600-7003-44607	754.80
AUTOZONE STORES, LLC	2529122522	04/27/2023	WINDSHIELD WASHER FLUID	600-7003-44607	267.00
AUTOZONE STORES, LLC	2529122522	04/27/2023	GLASS CLEANER	600-7003-44607	292.32
AUTOZONE STORES, LLC	2529122522	04/27/2023	PB PENETRATING SPRAY	600-7003-44607	462.96
BORDER INTERNATIONAL TRUC...	X400088839-01	04/27/2023	AIRFILTER AF27910	600-7003-44607	78.42
BORDER INTERNATIONAL TRUC...	X400088839-01	04/27/2023	AIR FILTER AF4284	600-7003-44607	294.54
BORDER INTERNATIONAL TRUC...	X400088839-01	04/27/2023	FILTER LUBE SPIN ON	600-7003-44607	56.76
BORDER INTERNATIONAL TRUC...	X400090351-01	04/27/2023	HYDRAULIC FILTER	600-7003-44607	327.90
BORDER INTERNATIONAL TRUC...	X400090506-01	04/27/2023	BATTERY GRP H7 750CCA	600-7003-44607	201.92
BORDER INTERNATIONAL TRUC...	X400090506-01	04/27/2023	GRP 24 BATTERY	600-7003-44607	258.92
BORDER INTERNATIONAL TRUC...	X400090506-01	04/27/2023	BATTERY GROUP 31P,9	600-7003-44607	334.26

EOM AP REPORT

		Payable Dates: 4/1/2023 - 4/30/2023		
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number Amount
BORDER INTERNATIONAL TRUC...	X400090506-01	04/27/2023	BAT GRP 65 850CCA	600-7003-44607 147.34
				Fund 600 - Internal Serv Total: 6,834.60
				Grand Total: 3,381,135.19

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	182,803.20
201 - Corrections	172,073.20
209 - Fire	23,429.01
211 - Law Enforce Prot	2,044.21
214 - Lodgers Tax	119,810.81
216 - Muni Street	28,986.72
260 - Fiscal Recovery Funds	19,597.95
294 - State Library	2,458.85
295 - Muni Pool	2,896.09
296 - PD GRT	3,352.26
297 - PD Confidential	373.84
303 - Vet Wall	148.74
304 - Senior Grants	61,322.00
315 - CI Reserve	269.22
321 - WATER SYSTEM IMPROVEMENTS	2,003,011.38
370 - WATER TRUST BOARD PROJECTS	15,841.92
403 - Pledge State	145,878.73
501 - Cemetary	412.04
502 - Util Office - Pool	17,526.08
503 - Electric	330,331.96
504 - Water	63,331.03
505 - Solid Waste	112,241.95
506 - WWTP	45,166.27
508 - Golf Course	7,759.98
509 - Muni Airport	13,233.15
600 - Internal Serv	6,834.60
Grand Total:	3,381,135.19

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	6,922.68
101-1000-43770	SUBSCRIPTION & DUES	500.00
101-1000-60725	GRANTS TO SUB-RECIPIE...	9,500.00
101-1001-41226	RETIREE INSURANCE	298.90
101-1001-43465	RENT OF EQUIPMENT	331.98
101-1001-43740	PRINTING/PUBLISHING	383.19
101-1001-43775	TELEPHONE	276.33
101-1001-44606	OFFICE SUPPLIES	23.71
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-42720	EMPLOYEE TRAINING-M...	509.40
101-1002-43770	SUBSCRIPTION & DUES	288.87
101-1002-43775	TELEPHONE	193.99
101-1002-44606	OFFICE SUPPLIES	378.08
101-1003-41226	RETIREE INSURANCE	603.59
101-1003-43465	RENT OF EQUIPMENT	347.67
101-1003-43770	SUBSCRIPTION & DUES	39.00
101-1003-43775	TELEPHONE	438.36
101-1003-44606	OFFICE SUPPLIES	42.45
101-1004-41226	RETIREE INSURANCE	639.57
101-1004-43465	RENT OF EQUIPMENT	520.48
101-1004-43740	PRINTING/PUBLISHING	1,227.03
101-1004-43775	TELEPHONE	248.69
101-1004-44606	OFFICE SUPPLIES	53.74
101-1004-44613	NON-CAPITAL ITEMS	762.73
101-1004-48599	OTHER CONTRACTUAL SE...	627.65
101-1006-41226	RETIREE INSURANCE	241.34
101-1006-42620	UNIFORMS LINEN-CODE ...	195.30

Account Summary

Account Number	Account Name	Payment Amount
101-1006-43775	TELEPHONE	110.03
101-1006-44606	OFFICE SUPPLIES	55.97
101-1006-44607	FIELD SUPPLIES	1,721.07
101-1006-48598	PROFESSIONAL SERVICES	1,389.14
101-1007-41226	RETIREE INSURANCE	2,020.30
101-1007-42720	EMPLOYEE TRAINING-POL...	200.00
101-1007-43316	GAS & OIL	4,096.38
101-1007-43403	REGULAR BUILDING MAI...	4,249.60
101-1007-43465	RENT OF EQUIPMENT	273.07
101-1007-43740	PRINTING/PUBLISHING	39.00
101-1007-43770	SUBSCRIPTION & DUES	83.50
101-1007-43775	TELEPHONE	1,581.82
101-1007-43815	SOFTWARE	110.00
101-1007-44607	FIELD SUPPLIES	215.80
101-1007-44615	SAFETY EQUIPMENT	720.00
101-1007-47420	MAINTENANCE VEHICLE/...	2,700.49
101-1007-48599	OTHER CONTRACTUAL SE...	48,875.25
101-1008-41226	RETIREE INSURANCE	226.22
101-1008-42620	UNIFORMS LINEN-CODE ...	548.80
101-1008-42720	EMPLOYEE TRAINING-CO...	150.00
101-1008-43316	GAS & OIL	641.72
101-1008-43770	SUBSCRIPTION & DUES	35.00
101-1008-43775	TELEPHONE	371.60
101-1008-44615	SAFETY EQUIPMENT	500.00
101-1009-41226	RETIREE INSURANCE	222.23
101-1009-43316	GAS & OIL	711.30
101-1009-43465	RENT OF EQUIPMENT	1,000.00
101-1009-43770	SUBSCRIPTION & DUES	900.00
101-1009-43775	TELEPHONE	144.70
101-1009-44607	FIELD SUPPLIES-MUNI RE...	4,716.11
101-1009-44613	NON-CAPITAL ITEMS	246.73
101-1009-47415	MAINTENANCE--REPAIRS ...	900.00
101-1009-47420	MAINTENANCE VEHICLE/...	328.12
101-1009-48599	OTHER CONTRACTUAL SE...	488.25
101-1010-41226	RETIREE INSURANCE	193.48
101-1010-43770	SUBSCRIPTION & DUES	973.69
101-1010-43775	TELEPHONE	93.07
101-1010-48598	PROFESSIONAL SERVICES	5,726.36
101-1011-41226	RETIREE INSURANCE	641.48
101-1011-43775	TELEPHONE	69.45
101-1012-41226	RETIREE INSURANCE	243.98
101-1012-43403	REGULAR BUILDING MAI...	3,324.54
101-1012-43775	TELEPHONE	85.29
101-1012-44607	FIELD SUPPLIES-FLEET MA...	1,971.87
101-1012-44615	SAFETY EQUIPMENT	14.99
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	GAS & OIL	137.02
101-1014-41226	RETIREE INSURANCE	352.57
101-1014-42620	UNIFORM/LINEN-FACILITY..	864.00
101-1014-43316	GAS & OIL	575.02
101-1014-43403	REGULAR BUILDING MAI...	1,075.24
101-1014-43775	TELEPHONE	130.02
101-1014-47410	MAINTENANCE CONTRAC...	53.88
101-1014-47420	MAINTENANCE-VEHICLE/...	3.85
101-1016-41226	RETIREE INSURANCE	409.32
101-1016-43770	SUBSCRIPTION & DUES	1,188.50
101-1016-44830	CITY BOOK PURCHASING-L..	620.08
101-1017-48599	OTHER CONTRACTUAL SE...	37,126.62

Account Summary

Account Number	Account Name	Payment Amount
101-1018-43780	UTILITIES	15,023.78
101-1018-46732	GENERAL LIABILITY INSUR...	3,015.58
101-1018-48598	PROFESSIONAL SERVICES	904.35
101-1040-43465	RENT OF EQUIPMENT	275.90
101-1099-34348	RENT OF PUBLIC FACILITIES	1,300.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	3.00
201-1903-48598	PROFESSIONAL SERVICES	172,070.20
209-1603-43465	RENT OF EQUIPMENT	255.29
209-1603-43775	TELEPHONE	366.46
209-1603-43780	UTILITIES	835.28
209-1603-47415	MAINTENANCE--REPAIRS ...	471.98
209-1603-47595	GENERAL FUND ADMIN F...	21,500.00
211-2003-42535	EMPLOYEE TRAINING	288.16
211-2003-44607	FIELD SUPPLIES	1,756.05
214-2503-43999	OTHER OPERATING COST ...	46,783.00
214-2503-47406	PROMOTIONAL/ADVERTIS...	45,269.59
214-2540-48599	OTHER CONTRACT SERVIC...	823.96
214-2540-60725	GRANTS TO SUB-RECIPIE...	16,404.68
214-2560-60725	GRANTS TO SUB-RECIPIE...	10,529.58
216-4503-42620	UNIFORM LINEN-MUNI S...	266.28
216-4503-43316	GAS & OIL	4,468.27
216-4503-43550	ROADWAY MAINTENANCE	18,947.77
216-4503-44607	FIELD SUPPLIES-STREETS	1,827.13
216-4503-44613	NON-CAPITAL ITEMS	1,916.92
216-4503-44615	SAFETY EQUIPMENT	89.24
216-4503-47420	MAINT.VEHICLE/FURN/E...	1,471.11
260-2002-80860	INFRASTRUCTURE	19,597.95
294-5003-43465	RENT OF EQUIPMENT	41.15
294-5003-43775	TELEPHONE	166.27
294-5003-60834	STATE LIBRARY GRANT-ST...	2,251.43
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-43403	REGULAR BUILDING MAI...	657.55
295-4803-43465	RENT OF EQUIPMENT	30.45
295-4803-43775	TELEPHONE	28.43
295-4803-43780	UTILITIES-MUNI POOL	1,443.28
295-4803-44606	OFFICE SUPPLIES-MUNI P...	230.70
295-4803-44613	NON-CAPITAL ITEMS	425.48
296-2403-42720	EMPLOYEE TRAINING	545.40
296-2403-44615	SAFETY EQUIPMENT	2,806.86
297-2203-45607	MISC EXP-PD CONFIDENT...	373.84
303-4703-43775	TELEPHONE	148.74
304-4903-80810	EQUIPMENT VEHICLE SJO...	61,322.00
315-8001-44613	NON CAPITAL EQUIPMEN...	269.22
321-6603-80860	INFRASTRUCTURE	1,980,383.18
321-7017-80860	INFRASTRUCTURE	22,628.20
370-7008-48598	PROFESSIONAL SERVICES	15,841.92
403-1203-12918	CWPA PPRF-2613 TORC 18..	690.62
403-1203-12919	CWPA PPRF-2737 TORC 19..	7,598.74
403-1203-12952	PPRF-5652 ELECTRIC TRA...	10,704.12
403-1203-12967	PPRF-4967 OPERATING	7,150.63
403-1203-90905	DEBT SERVICE PRINCIPAL-...	100,000.00
403-1203-90910	DEBT SERVICE INTEREST	19,734.62
501-1803-43780	UTILITIES	412.04
502-3601-41226	RETIREE INSURANCE	509.90
502-3601-43316	GAS & OIL	411.73
502-3601-43465	RENT OF EQUIPMENT	3,192.05
502-3601-43735	POSTAGE & MAIL SERVICE...	10,000.00
502-3601-43740	PRINTING/PUBLISHING	2,559.17

Account Summary

Account Number	Account Name	Payment Amount
502-3601-43775	TELEPHONE	271.83
502-3601-43780	UTILITIES	307.46
502-3601-44607	FIELD SUPPLIES	273.94
503-3702-41226	RETIREE INSURANCE	911.00
503-3702-42620	UNIFORM/LINEN-ELECTRI...	3,062.22
503-3702-43316	GAS & OIL	2,071.89
503-3702-43465	RENT OF EQUIPMENT	134.35
503-3702-43770	SUBSCRIPTION & DUES	5,039.04
503-3702-43775	TELEPHONE	192.58
503-3702-43780	UTILITIES	6,282.86
503-3702-44606	OFFICE SUPPLIES	53.90
503-3702-44607	FIELD SUPPLIES	9,345.28
503-3702-44615	SAFETY EQUIPMENT	667.19
503-3702-47415	MAINTENANCE--REPAIRS ...	482.82
503-3702-47420	MAINTENANCE-VEHICLE/...	8,243.10
503-3702-48598	PROFESSIONAL SERVICES	6,984.29
503-3702-50795	WHOLESALE POWER COS...	286,861.44
504-3803-10113	WATER	15,607.66
504-3803-41226	RETIREE INSURANCE	306.05
504-3803-42310	PER DIEM-WATER DIVISI...	391.68
504-3803-42720	EMPLOYEE TRAINING-WA...	735.94
504-3803-43316	GAS & OIL	1,578.82
504-3803-43770	SUBSCRIPTION/DUES	711.00
504-3803-43775	TELEPHONE	69.45
504-3803-43780	UTILITIES	7,960.07
504-3803-43797	WATER CONSERVATION-...	1,142.87
504-3803-44607	FIELD SUPPLIES-WATER D...	10,953.38
504-3803-44615	SAFETY EQUIPMENT	146.32
504-3803-47415	MAINTENANCE--REPAIRS ...	22,588.62
504-3803-47420	MAINTENANCE-VEHICLE/...	235.00
504-3803-48598	PROFESSIONAL SERVICES	904.17
505-3904-41226	RETIREE INSURANCE	1,142.76
505-3904-42720	EMPLOYEE TRAINING-SOL...	4,000.00
505-3904-43316	GAS & OIL	5,948.54
505-3904-43465	RENT OF EQUIPMENT	144.88
505-3904-43770	SUBSCRIPTION & DUES	25.00
505-3904-43775	TELEPHONE	164.85
505-3904-43780	UTILITIES	1,259.67
505-3904-44606	OFFICE SUPPLIES	103.96
505-3904-44607	FIELD SUPPLIES-SOLID WA...	1,429.43
505-3904-44613	NON-CAPITAL ITEMS	12,461.01
505-3904-44615	SAFETY EQUIPMENT	189.95
505-3904-45601	WASTE DISPOSAL	69,393.04
505-3904-47415	MAINTENANCE--REPAIRS ...	2,931.93
505-3904-47420	MAINTENANCE-VEHICLE/...	8,514.65
505-3904-48598	PROFESSIONAL SERVICES	904.17
505-3904-48599	OTHER CONTRACTUAL SE...	2,484.69
505-3904-80845	CAPITAL IMPROVEMENTS...	1,143.42
506-4005-10113	WASTE WATER	5,076.30
506-4005-41226	RETIREE INSURANCE	341.56
506-4005-42720	EMPLOYEE TRAINING-WA...	952.93
506-4005-43316	GAS & OIL	1,303.88
506-4005-43317	DIESEL FUEL-WASTEWAT...	43.11
506-4005-43465	RENT OF EQUIPMENT	356.86
506-4005-43770	SUBSCRIPTION & DUES	200.00
506-4005-43775	TELEPHONE	872.46
506-4005-43780	UTILITIES	11,626.17
506-4005-44606	OFFICE SUPPLIES	743.17

Account Summary

Account Number	Account Name	Payment Amount
506-4005-44607	FIELD SUPPLIES-WASTEW...	2,587.57
506-4005-44615	SAFETY EQUIPMENT	272.30
506-4005-47415	MAINTENANCE--REPAIRS ...	8,608.24
506-4005-47420	MAINTENANCE-VEHICLE/...	246.98
506-4005-48598	PROFESSIONAL SERVICES	7,805.87
506-4005-48798	VILLAGE OF WILLIAMSBU...	4,128.87
508-4303-37316	MISC INCOME-GOLF COU...	30.00
508-4303-41226	RETIREE INSURANCE	126.14
508-4303-43465	RENT OF EQUIPMENT	903.51
508-4303-43775	TELEPHONE	680.07
508-4303-43780	UTILITIES	1,788.94
508-4303-44607	FIELD SUPPLIES	4,231.32
509-4403-41226	RETIREE INSURANCE	113.14
509-4403-43316	GAS & OIL	730.47
509-4403-43465	RENT OF EQUIPMENT	42.82
509-4403-43775	TELEPHONE	465.70
509-4403-43780	UTILITIES	959.34
509-4403-44607	FIELD SUPPLIES	482.15
509-4403-47420	MAINTENANCE VEH/EQUI...	6,642.03
509-4403-48598	PROFESSIONAL SERVICES	3,797.50
600-7003-43316	GAS & OIL	423.15
600-7003-43465	RENT OF EQUIPMENT	106.01
600-7003-44607	FIELD SUPPLIES	5,972.46
600-7003-44615	SAFETY EQUIPMENT	332.98
	Grand Total:	3,381,135.19

Project Account Summary

Project Account Key	Payment Amount
None	3,381,135.19
Grand Total:	3,381,135.19



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: F.4

SUBJECT: Subrecipient FY 22/23 3rd Quarter Reports

DEPARTMENT: City Manager's Office

DATE SUBMITTED: May 1, 2023

SUBMITTED BY: Tammy Gardner, Executive Assistant

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Contract requires that recipients of Subrecipient funding submit a quarterly report to the City by the 15th of the month following the quarter.

Recommendation:

Accept the 3rd Quarter Reports

Attachments:

- Checklist
- Reports

[Click here to enter text.](#)

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. [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 5-10-2023.

SUBRECIPIENT QUARTERLY REPORTS**FISCAL YEAR:** 2022-23

Updated: 01/18/23

Reports are due by the 15th of the month following the quarter.

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH QTR. REPORT	
		YES	NO	YES	NO	YES	NO	YES	NO
(SUBRECIPIENT FUNDS)									
Companion Animal Action Team/CAAT Majie Powey 740-0421	\$1,500.00	X	10/11	X	1/17	X	4/14		
Domestic Abuse Intervention Center Blanca Chavez 894-3557	\$2,500.00	X	10/7	X	1/9	X	4/10		
SJOA / Sierra Joint Office on Aging Lisa Mattingly 894-6641	\$47,000.00	X	10/13	X	1/13	X	4/14		
The Club of Sierra County Rebecca Dow 575-571-1056	\$10,000.00	X	10/4	X	1/10	X	5/1		

(OTHER FUNDS)

Geronimo Trail Scenic Byway LaRena Miller 894-2255	\$5,000.00	X	10/14	X	1/11	X	4/10		
MainStreet Truth or Consequences Kate Hall	\$45,000.00	X	10/5	X	1/17	X	4/11		

1st Quarter: JUL, AUG, SEP

2nd Quarter: OCT, NOV, DEC

3rd Quarter: JAN, FEB, MAR

4th Quarter: APR, MAY, JUN

Copies to City Mgr. & Commission

Copies to City Mgr. & Commission

Copies to City Mgr. & Commission

Copies to City Mgr. & Commission

COMPANION ANIMAL ACTION TEAM
PO BOX 512
WILLIAMSBURG, NM 87942



SUBRECIPIENT GRANT
FY 2022/2023
(3rd) QUARTER INVOICE

Date of Invoice: April 12, 2023

Invoice Amount: \$ ~~375.00~~ 250.00

Submit To: City of Truth or Consequences
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$1000.00

Quarter Draw: \$250.00

Please send payment to: Companion Animal Action Team
PO Box 512
Williamsburg, NM 87942

Thank you,

Signature of Authorized Representative

Majorie E Powey

575-740-0421

TK

SUB-RECIPIENT QUARTERLY REPORT

FY: 2022-2023ORGANIZATION: Companion Animal Action TeamALLOCATION: \$1,000.00

(FY Allotment, Not Qtr. Draw)

QUARTER: 3rd

(1st/2nd/3rd/4th)

(Please confine your report to a one-page "narrative" for each quarter.)

We held two clinics during the 3rd quarter of 2022-2023..

On January 24, 2023 Dr. Starr performed 8 canine spay surgeries, 11 feline spay surgeries, and 7 canine neuter surgeries. All animals received vaccinations. Dogs receive rabies and canine distemper parvo combo, Cats receive receive rabies and the feline respiratory complex.

The second clinic was held on March 11, 2023.

One of the clients did not show and so we only did 22 animals.

Dr. Starr did 4 feline spay surgeries and 6 feline neuter surgeries.

7 dogs were spayed and 5 dogs were neutered. As previously stated all received their vaccinations.

I am including the voucher for January 24, 2023

SUBMITTED BY: Majorie E Powey

TYPED NAME

Majorie E. Powey

SIGNATURE

DATED: 04/12/23

PNH Mobile 2

3233 N. Mesa St Suite 210
 El Paso, TX 79902
 915-584-4491

INVOICE

TG

"Helping El Paso Help Their Pets"

FOR: T or C CAAT
 PO BOX 204
 Williamsburg, NM

Printed: 01-24-23 at 2:45p
Date: 01-24-23
Account: 15892
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
01-24-23	2023/01/24	224	PNH-M Milleage (S/N Clinic) per mil			896.00
01-24-23		1	S/N Clinic Day			1650.00
01-24-23		26	PNH-M Presurgery Intake Exam	520.00	520.00	0.00 **
01-24-23		8	Canine Ovariohysterectomy	1056.00	1056.00	0.00 **
01-24-23		7	Feline Castration	427.00	427.00	0.00 **
01-24-23		11	Feline Ovariohistorectomy	913.00	913.00	0.00 **
01-24-23		16.70	PNH2 Ketamine-Xylazine Comb Inj			0.00
01-24-23		72	PNH-M2 Tramadol Tablet 50mg (1	72.00	72.00	0.00 **
01-24-23		17	PNH2 Feline FVRCP Vaccine (1ml)			170.00
01-24-23		6	PNH2 K9 DAPP Inventory (1ml)			60.00
01-24-23		23	PNH2 Rabies 3yr Vaccine (10ml)			368.00
01-24-23		3.65	PNH-M2 Metacam/Loxi Inj 5mg/m (62.05	8.05	54.00 **
01-24-23		1.60	PNH-M Convenia Injection 80mg/m	141.00	11.00	130.00 **

Services by Hospital General Fund

01-24-23	26	Scan for Microchip	0.00
01-24-23	26	Client Information Verified	0.00
01-24-23	26	Recommend Our Online Pharmacy	0.00

Our inner-clinic on-line pharmacy is located on our website. Please check us out! You can get all of your regular prescriptions, often at a less expense! Plus, it is safe and reliable! Go to our website: www.paws-n-hoovesvetclinic.com and look at the top of the screen for PHARMACY, then register. Once registered (may take a day), you will be able to see all of the medications available to you. These medications and prescription foods will be delivered directly to your home address. By choosing this method, instead of other less reliable online pharmacies, you are ensuring accurate and legal medications are given to your pet.

Please be aware that there is a prescription fee of \$13 in the event that a prescription for medication is requested through any/all pharmacies other than our own. Our prices are price matched with the most common online pharmacies and are typically cheaper. For safety reasons, purchasing medications through unauthorized distributors is strongly discouraged because it is unknown how and where these companies get them and they could potentially be counterfeit, tampered with, or expired.

01-24-23	26	Recommend Brushing Teeth/Tooth	0.00
----------	----	--------------------------------	------

74

Services by

01-24-23 #1525 Check payment -3328.00

Old balance	Charges	Payments	Discount	New balance
0.00	3328.00	3328.00	3007.05 **	0.00

Your invoice total reflects our **Client Class 1** discount.

Reminders for: 2023/01/24	Last done
01-24-24 MVC Exam W/Vaccines	01-24-23

Thank you for letting us care for your pet(s)! Refer a new client and get \$20 off your next visit.

We will not process any type of credit card transaction without proper form of card holder's I.D. present.

We do not give refunds or reimbursements for professional services rendered, deposits on surgeries/major procedures or inventory items that have left the facility. Further charges such as lab tests, radiology, hospitalization, anesthesia and pharmacy items not posted at the time of discharge may be billed later.

We do require a 24-hour advanced notice on all/any cancellations for appointments. \$25 cancellation fee will be charged on all No show less than 24 hours notice. Surgery appointment are requiered to be cancelled a week (7 days) prior to surgery in order to recieve a refund or the full surgery deposits will be forfeited.

We appreciate your understanding.

Also, check out our website (www.paws-n-hoovesvetclinic.com), online pharmacy, Facebook, YouTube, Pinterest, SnapChat and LinkedIn!

RECEIVED APR 10 2023

19

ORGANIZATION/RECIPIENT'S NAME

ADDRESS

CITY, STATE and ZIP

SUBRECIPIENT GRANT

FY 2022/2023

(3rd) QUARTER INVOICE

Date of Invoice: *April 5, 2023*

Invoice Amount: *\$500.00*

Submit To: *City of Truth or Consequences*

ATTN: City Manager's Office

505 Sims Street

Truth or Consequences, NM 87901

Allocation Amount: *\$2000.00*

Quarter Draw: *\$500.00*

Please send payment to: *Domestic Abuse Intervention Center*

P.O. Box

Truth or Consequences, NM 87901

Thank you,

Blanca Chavez

Blanca Chavez

575-894-3557

TR

SUB-RECIPIENT QUARTERLY REPORT

FY: 2022/23ORGANIZATION: Domestic Abuse Intervention CenterALLOCATION: \$2,000.00QUARTER: 3rd

(FY Allotment, Not Qtr. Draw)

(1st/2nd/3rd/4th)

(Please confine your report to a one-page "narrative" for each quarter.)

Statistical Information:	Years	Victimization	Referral
Female- 32	Anglo- 24	18-21- 4	Emotional -44
Male-13	Hispanic- 13	22-40- 27	Physical -23
	Other- 8	41-59- 9	Sexual- 1
		60-74- 5	Stalking-
		Unknown - 0	Unknown-0
			CYFD-1

Type of Contact: Volunteer Hours: Total- 1672.75

Orders of Protection- 14 Cell Phone- 1664

Individual Support Sessions- 48.5 Adminstrative- 3.75

Group - 159 Crisis - 5

Victim Advocacy - 162.5 Office-

Crisis Intervention - Direct Client Contact (crisis)-5

Shelter - Transportation-

Food - 3

Legal Advocacy -

Case Management - 44.5

DVOTI Individual Sessions - 9.5

January - March -

Windstream - \$263.48 Windstream - \$236.52 Total \$500.00

SUBMITTED BY: Blanca Chavez

TYPED NAME

SIGNATURE

DATED: 04/05/23

Rev. 5/2013

RECEIVED APR 14 2023

Sierra Joint Office on Aging
360 W. 4th Ave.
Truth or Consequences, NM 87901

SUBRECIPIENT GRANT
FY 2022/2023
3rd QUARTER INVOICE

Date of Invoice: 4/13/23

Invoice Amount: \$8,750.00

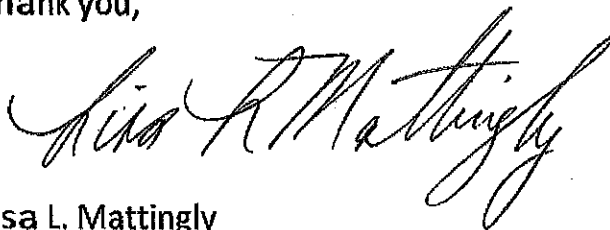
Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$35,000.00

Quarter Draw: \$8,750.00

Please send payment to: *Sierra Joint Office on Aging*
360 W. 4th Ave.
Truth or Consequences, NM 87901

Thank you,



Lisa L. Mattingly
Finance Director
575-894-6641

SUBRECIPIENT QUARTERLY REPORT
FY: 2022/2023

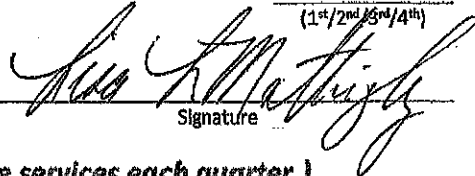
ORGANIZATION: Sierra Joint Office on Aging

*(Report is due by the
15th of the month
following the QTR.)*

ALLOCATION: \$35,000.00 \$ 8,750.00
(FY Allotment) (Quarterly Draw)

QUARTER: 3rd
(1st/2nd/3rd/4th)

SUBMITTED BY: Lisa L. Mattingly
Print Name


Signature

(Please detail the progress made in providing the services each quarter.)

We continue to serve meals in the dining room but meals to go (Grab-n-Go) will stop April 14, 2023 per direction from Aging and Long Term Services Division. Transportation services have been opened up to other destinations besides doctors and grocery shopping. Homemakers have resumed in home services with additional precautions.

We provided the following services in the quarter up to 3/31/2023:

- 3,912 Congregate meals in the dining room.
- 8,407 Grab-n-Go Meals served
- 10,036 Meals delivered to Homebound seniors
- 2,712 Transportation both locally and a daily Las Cruces run for Dr. appointments.
- 47 rides for Assisted Transportation
- 1,714 hrs. Homemaking services provided
- 102.25 hours provided for Respite.

We are still seeing an increase in meals served. We are still trying to hire more homemakers as we have wait lists for homemaker and respite services.

We are working on securing the additional funding for a wheelchair van and replacement for one of our older meal delivery vehicles. We picked up 2 Transportation vehicles to replace older models in our fleet. We would like to thank the City Manager and Assistant City Manager for all their help making these capital outlay projects a success.

The Club
122 N. Broadway St.
T or C, NM 87901

RECEIVED MAY 01 2023

79

SUBRECIPIENT GRANT
FY 2022/2023
3rd QUARTER INVOICE

Date of Invoice: 3/10/2023

Invoice Amount: \$1,250

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$5,000

Quarter Draw: \$1,250

Please send payment to: *The Club*
1300 S. Broadway
T or C, NM 87901

Thank you,

Charis Baxter
505-446-0030

SUB-RECIPIENT QUARTERLY REPORT

FY: 22/23

79

ORGANIZATION: The ClubALLOCATION: \$5,000.00

(FY Allotment, Not Qtr. Draw)

QUARTER: 3rd

(1st/2nd/3rd/4th)

(Please confine your report to a one-page "narrative" for each quarter.)

The Club provided free Dinners to all youth who attended our programming. We provided transportation to and from the schools as well as sports and club practices and meetings. We were open 12-6 mon-fri during the holiday break and open from 3pm-6pm Mon-Fri during the school year.

We taught healthy cooking and a variety of STEAM activities.

We provided high quality trained mentors for youth to connect with as well as out of school programming at no cost. We have provided a multitude of free classes based on youth interest.

The Club served a total of 50 registered youth during this quarter. We have provided tutoring activities with a focus on literacy and math. We have also incorporated literacy and math enrichment into our Guided Recreation activities. We have taken youth on multiple field trips which include the natural history museum, explor science museum, zoo, aquarium and botanical gardens among others.

SUBMITTED BY:

Charis Baxter

TYPED NAME

SIGNATURE

DATED: 03/10/23

Rev. 5/2013

Geronimo Trail Scenic Byway, Inc.

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

TG

INVOICE subrecipient grant

Date 2/5/2023

To City of Truth or Consequences

For Operating expenses January 2023

Telephone \$ 127.34

Office Expense \$ 92.00

Supplies \$ 229.56

Actual total \$ 448.90

Amount due \$ 416.66 per contract

Thank you

Shirley L. Kelley
Executive Director

Geronimo Trail Scenic Byway, Inc.

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

B

INVOICE subrecipient grant

Date 3/5/2023

To City of Truth or Consequences

For Operating expenses February 2023

Telephone \$ 127.47

Office Expense \$ 65.00

Renters Insurance \$ 62.83

Supplies \$ 11.92

Actual total \$ 267.22

Amount due \$ 416.66 per contract

Thank you

J L Kelly

Geronimo Trail Scenic Byway, Inc.

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

INVOICE subrecipient grant

T6

Date 4/11/2023

To City of Truth or Consequences

For Operating expenses March 2023

Telephone \$ 177.47

Insurance \$ 125.66

Visitor Center Supplies \$ 15.00

Total \$318.13

Amount due \$ 318.13 per contract

Thank you

G. J. Kelley

SUBRECIPIENT QUARTERLY REPORT

FY: 2022/2023

ORGANIZATION: Geronimo Trail Scenic Byway(Report is due by the
15th of the month
following the QTR.)ALLOCATION: \$5000.

(FY Allotment)

\$1249.98

(Quarterly Draw)

QUARTER: 3rd(1st/2nd/3rd/4th)

SUBMITTED BY:

Gina Kelley

Print Name



Signature

(Please detail the progress made in providing the services each quarter.)

The Geronimo Trail Visitor Center is open 7 days a week: Sunday – Thursday 10-3pm; Friday & Saturday from 9am-4:30pm. Due to the Saturday Spaceport Tours we frequently have extended hours of 8:30am-5:30pm, as our volunteer opens early for the tour attendees and stays late until the tour returns to the Visitor Center. We continue to open & close the Spaceport America Visitor Center daily and frequently assist visitors with Spaceport tour information. The Visitor Center has 5 volunteers that have contributed 512 volunteer hours during the 3rd quarter; our volunteer Director spends approximately 10 hours per week on administrative duties for an additional 120 hours per quarter. These volunteer hours represent a value of \$12,640 in the 3rd quarter.

This quarter our visitor center welcomed 2177 visitors from all 50 states and 14 countries. We responded to 598 emails, 132 phone calls for information and we mailed out one packet of visitor info. Based upon our past visitation patterns, we anticipate another 2000 visitors by the end of FY23.

Total expenses for the period:

Telephone/Internet: \$432.28

Insurance: \$188.49

Visitor Center Supplies: \$245.56

Office Supplies: \$ 10.92

Total expenses for the quarter: \$877.25

Our estimated FY23 expenses for operation of the visitor center are \$4342. We expect that there will be additional unforeseen costs related to our move to the new location in May. Should we exceed our \$5000 grant award, we will make up the difference with donations (Bullocks Cash for Clubs, cash donations at the Visitor Center) and by selling souvenir merchandise. Postage has been deleted from our quarterly expenses as this expense is funded by a T or C Lodgers Tax award.

In FY23 we undertook a social media marketing campaign paid for by Sierra County Lodgers Tax funds. We are currently conducting a visitor survey utilizing postage paid postcards; these were also funded by Sierra County Lodgers tax.

RECEIVED APR 11 2023

19

MainStreet Truth or Consequences

P.O. Box 1602
Truth or Consequences, NM 87901

575-740-6180

Bill To: City of Truth or Consequences
Address: 505 Sims
Truth or Consequences, NM
87901
87901

Invoice #: 2303
Invoice Date: 4/10/2023
Contact: Cathy Mears-Martin

Date	Item #	Description	Qty	Unit Price	Discount	Total
4/10/2023		City Contribution (Jan-March)	1	\$11,250.00		\$11,250.00

Invoice Subtotal \$11,250.00
Tax Rate 0.0%
Sales Tax \$0.00

MAKE ALL CHECKS PAYABLE TO MAINSTREET TRUTH OR CONSEQUENCES.

Deposit Received
Total \$11,250.00

TG

SUBRECIPIENT QUARTERLY REPORT

(Report is due by the 15th of the month following the quarter.)

FY: 2022/2023ORGANIZATION: MainStreet Truth or ConsequencesALLOCATION: \$45,000.00QTR DRAW: \$11,250.00QUARTER: 3rd

(FY Allotment, Not Qtr. Draw)

(1st/2nd/3rd/4th)

(Please detail the progress made in providing the services each quarter.)

Along with onboarding a new Executive Director, MainStreet Truth or Consequences work centered around grant applications for Economic Transformation Strategies.

Grants applied for are:

New Mexico Clean and Beautiful where we are requesting funding for additional trash receptacles, dog poop receptacles, youth involvement in the city and costs to cover a sign competition.

Resilient Communities Fund to help supply signs to local businesses to improve Downtown shop visibility as well as get local artists involved in designing the signs.

There were Second Saturday Art Hops over all three months. MainStreet is partnering with the Sierra County Arts Council to provide street musicians for this event. Some hotels reported higher numbers on the weekends with these events.

Facade Squad worked with El Cortez for outside paint improvement to the building, utilising a grant MainStreet received.

LunaTique had facade improvements partially funded by MainStreet.

MainStreet received and managed Lodger's Tax funds for the murals on Bullocks and partially funded the mural on El Faro.

2 x MainStreet service requests are being explored - 1 x historical tax credits to assist with building renovations at where we coordinate with a New Mexico MainStreet specialist and the business owner to see what historical tax credits are available to utilize.

The second service request is concept design input to redesign and beautify a car park area and we are able to utilise the skills of a concept designer through New Mexico MainStreet to create layout designs for the owner to review and proceed with.

We continue to communicate with MRWM to stay in the loop about the Foch Street Renovation Project.

We are working on plans and timings for agreed Economic Vitality Strategies and will be kicking off projects including a local business monthly meet up to help cross promotion and ecommerce education.

The organization is continuing to undergo changes. We are working to build the Board of Directors with interest from new potential members wanting to join.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: G.1

SUBJECT: Public Hearing/Final Adoption Ordinance No. 749 Implementing the City's Affordable Housing Plan

DEPARTMENT: Community Development

DATE SUBMITTED: May 4, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Angela Gonzales

Summary/Background:

The Commission approved Ordinance 749 for Publication at the Commission Meeting on 4-12-2023 with the request that a representative from NM Mortgage Finance Authority be available to answer questions during the Public Hearing.

Recommendation:

Approve/Deny Final Adoption of Ordinance 749

Attachments:

- Ordinance 749
- New Mexico Mortgage Finance Authority Approval Letter
- Letter of Response
- Qualifying Grantee Application & Checklist

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-10-2023

ORDINANCE NO. 749

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY ADDING A NEW ARTICLE VIII TO CHAPTER 4 ENTITLED THE "AFFORDABLE HOUSING ORDINANCE" TO BE CODIFIED AS SECTION 4-501 ET SEQ.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS. CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES THAT THE FOLLOWING ARTICLE IS ADDED TO CHAPTER 4 OF THE CODE OF ORDINANCES.

Article VIII – The Code of Ordinances is hereby amended to add the following Article:

Article VIII:

4-501. SHORT TITLE.

This article may be cited as the "Affordable Housing Ordinance." (Ord. No. 749)

4-502. PURPOSE.

This ordinance is adopted to implement the City's Affordable Housing Plan. In accordance with the N.M. Constitution, Article IX, §14, the Affordable Housing Act, NMSA 1978, §6-27-1 et seq. (the "Act"), NMMFA Rules, the purpose of the Affordable Housing Ordinance is to:

1. Establish procedures to ensure that State and local housing assistance grantees are Qualifying Grantees who meet the requirements of the Act and the Rules promulgated pursuant to the Act both at the time of the award and throughout the term of any grant or loan under the Program;
2. Establish an application and award timetable for State housing assistance grants or loans to permit the selection of the Qualifying Grantee(s) by .
3. Create an evaluation process to determine in conjunction with the MFA:
 - a. The financial and management stability of the Applicant;
 - b. The demonstrated commitment of the Applicant to the community;
 - c. A cost-benefit analysis of the project proposed by the Applicant;
 - d. The benefits to the community of a proposed project;
 - e. The type or amount of assistance to be provided;
 - f. The scope of the Affordable Housing Project;
 - g. Any substantive or matching contribution by the Applicant to the proposed project;
 - h. A performance schedule for the Qualifying Grantee with performance criteria; and
 - i. Any other rules or procedures the City believes are necessary for a full review and evaluation of the Applicant and the Application or which the MFA believes is necessary for a full review of the City's evaluation of the Applicant;
4. Require long-term affordability of the City's Affordable Housing Projects so that a project cannot be sold shortly after completion and taken out of the affordable housing market;
5. Require that a grant or loan for a project must impose a contractual obligation on the Qualifying Grantee that the affordable housing units in any project be occupied by persons of low or moderate income as defined in this Ordinance;
6. Provide for adequate security against the loss of public funds or property in the event that the Qualifying Grantee abandons or otherwise fails to complete the project;

7. Require review and approval of a housing grant project budget by the City and/or the MFA before any expenditure of grant funds or transfer of granted property;
8. Require that a condition of grant or loan approval be proof of compliance with all applicable State and local laws, rules and ordinances;
9. Provide definitions for "low-income" and "moderate-income" and set out requirements for verification of income levels; and
10. Provide the city with a valid affordable housing program; and
11. Require that the City enter into a contract with the Qualifying Grantee consistent with the Act, which contract shall include remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee and which contract shall be subject to the review of the MFA in its discretion;

4-503. DEFINITIONS.

The following words and terms shall have the following meanings.

"Act" shall mean the Affordable Housing Act, NMSA 1978, §6-27-1 et seq.

"Affordable" shall mean consistent with minimum rent and/or income limitations set forth in the MFA Act and in guidelines established by MFA.

"Affordable Housing" means residential housing primarily for persons or households of low or moderate income.

"Affordable Housing Funds" shall mean any or all funds awarded or to be awarded, loaned or otherwise distributed under the Act.

"Affordable Housing Plan" or "Plan" shall mean a plan pursuant to detailed research and analysis of the community and housing profile, including a review of land use and policy regarding land use, which produces a housing needs assessment for low- and moderate-income households in that locality.

"Affordable Housing Program" or "Program" shall mean any programs the City establishes pursuant to the Act.

"Affordable Housing Project" or "Project" shall mean any work or undertaking, whether new construction, acquisition of existing Residential Housing, remodeling, improvement, rehabilitation or conversion, which may be developed in one or more phases, as approved by the City and/or the MFA for the primary purposes as allowed by the Act.

"Affordability Period" shall mean:

1. If the fair market value of any housing assistance grant or the total amount of affordable housing funds that have been awarded, loaned, donated, or otherwise conveyed to the qualifying grantee is from one dollar (\$1.00) to fourteen thousand nine hundred ninety-nine dollars and ninety-nine cents (\$14,999.99), then the affordability period shall be not less than five (5) years.
2. If the fair market value of any housing assistance grant or the total amount of affordable housing funds is from fifteen thousand dollars (\$15,000.00) up to and including forty thousand dollars (\$40,000.00), then the affordability period shall be not less than ten (10) years.

3. If the fair market value of any housing assistance grant or the total amount of affordable housing funds is greater than forty thousand dollars (\$40,000.00) up to and including one hundred thousand dollars (\$100,000.00), then the affordability period shall be not less than fifteen (15) years.
4. If the fair market value of any housing assistance grant or the total amount of affordable housing funds is greater than one hundred thousand dollars (\$100,000.00), then the affordability period shall be not less than twenty (20) years.

"Applicant" shall mean, an individual, a governmental housing agency, regional housing authority, a for-profit organization, including a corporation, limited liability company; partnership, joint venture, syndicate, or association or a non-profit organization meeting the appropriate criteria set by the City and/or the MFA.

"Application" shall mean an application to participate in one or more Affordable Housing Projects or Programs under the Act submitted by an Applicant to the City.

"Builder" shall mean an individual or entity licensed as a general contractor to construct Residential Housing in the State that satisfies the requirements of a Qualifying Grantee and has been approved by the City and/or the MFA to participate in an Affordable Housing Program. The term "Builder" shall also include an individual or entity that satisfies the requirements of a Qualifying Grantee and has been approved by the City and/or the MFA to participate in an Affordable Housing Program, who is not licensed as a general contractor in the State, provided such individual or entity contracts with a general contractor licensed in the State to construct Residential Housing.

"Building" shall mean a structure capable of being renovated or converted into Affordable Housing or a structure that is to be demolished and is located on land donated for use in connection with an Affordable Housing Project.

"City" shall mean City of Truth or Consequences, Sierra County, New Mexico, a unit of local government under the Constitution and laws of the State of New Mexico.

"Congregate Housing Facility" shall mean Residential Housing designed for occupancy by more than four Persons of Low- or Moderate-Income living independently of each other. The facility may contain group dining, recreational, health care or other communal living facilities and each unit in a Congregate Housing Facility shall contain at least its own living, sleeping, and bathing facilities.

"Federal Government" shall mean the United States of America and any agency or instrumentality, corporate or otherwise, of the United States of America.

"Household" shall mean one or more persons occupying a housing unit.

"Housing Assistance Grant" means the donation, provision or payment by the City of:

1. Land upon which affordable housing will be constructed; or
2. An existing Building that will be renovated, converted or demolished and reconstructed as Affordable Housing; or
3. The costs acquisition, development, construction, financing, and operating or owning affordable housing; or
4. The costs of financing or infrastructure necessary to support Affordable Housing.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Infrastructure" shall mean Infrastructure Improvements and Infrastructure Purposes.

"Infrastructure Improvement" includes, but is not limited to:

1. Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge;
2. Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge;
3. Water systems for domestic purposes, including production, collection, storage, treatment, transport, delivery, connection and dispersal;
4. Areas for motor vehicle use for road access, ingress, egress and parking;
5. Trails and areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for access, ingress, egress and parking;
6. Parks, recreational facilities and open space areas for the use of residents for entertainment, assembly and recreation;
7. Landscaping, including earthworks, structures, plants, trees and related water delivery systems;
8. Electrical transmission and distribution facilities;
9. Natural gas distribution facilities;
10. Lighting systems;
11. Cable or other telecommunications lines and related equipment;
12. Traffic control systems and devices, including signals, controls, markings and signs;
13. Inspection, construction management and related costs in connection with the furnishing of the items listed in this subsection; and
14. Heating, air conditioning and weatherization facilities, systems or services, and energy efficiency improvements that are affixed to real property.

"Infrastructure Purpose" shall mean:

1. Planning, design, engineering, construction, acquisition or installation of Infrastructure, including the costs of applications, impact fees and other fees, permits and approvals related to the construction, acquisition or installation of the Infrastructure, provided the City may determine it appropriate to reduce or waive building permit fees, sewer and water hook-up fees and other fees with respect to an Affordable Housing Project for which Affordable Housing Funds and/or Housing Assistance Grants are awarded, loaned, donated or otherwise distributed under the Act;
2. Acquiring, converting, renovating or improving existing facilities for Infrastructure, including facilities owned, leased or installed by the owner;
3. Acquiring interests in real property or water rights for infrastructure, including interests of the owner; and
4. Incurring expenses incident to and reasonably necessary to carry out the purposes specified in this subsection.

"MFA" shall mean the New Mexico Mortgage Finance Authority.

"MFA Act" shall mean the Mortgage Finance Authority Act, enacted as Chapter 303 of the Laws of 1975 of the State of New Mexico, as amended (being Sections 58-18-1 through 58- 18-27, inclusive, N.M.S.A (1978), as amended).

"Mortgage" shall mean a mortgage, mortgage deed, deed of trust or other instrument creating a lien, subject only to title exceptions as may be acceptable to the City and/or the MFA, on a fee interest in real property located within the State or on a leasehold interest that has a remaining term at the time of computation that exceeds or is renewable at the option of the lessee until after the maturity day of the Mortgage Loan.

"Mortgage Lender" shall mean any bank or trust company, mortgage company, mortgage banker, national banking association, savings bank, savings and loan association, credit union, building and loan association and any other lending institution; provided that the mortgage lender maintains an office in the State, is authorized to make mortgage loans in the State and is approved by the City and/or the MFA and either the Federal Housing Authority, Veterans' Affairs, Federal National Mortgage Association (now known as Fannie Mae), or Federal Home Loan Mortgage Corporation (now known as Freddie Mac).

"Mortgage Loan" shall mean a financial obligation secured by a Mortgage, including a Mortgage Loan for a Project.

"Multiple Family Housing Project" shall mean Residential Housing that is designed for occupancy by more than four persons or families living independently of each other or living in a Congregate Housing Facility, at least sixty percent (60%) of whom are Persons of Low- or Moderate-Income, including without limitation Persons of Low- or Moderate-Income who are elderly and handicapped as determined by the City and/or the MFA, provided that the percentage of low-income persons and families shall be at least the minimum, if any, required by federal tax law.

"Multi-Family Housing Program" shall mean a program involving a Congregate Housing Facility, a Multiple Family Housing Project or a Transitional Housing Facility.

"Ordinance" shall mean this ordinance (No. _____).

"Persons of Low- or Moderate-Income" shall mean persons and families who are determined to lack sufficient income to pay enough to cause private enterprise to build an adequate supply of decent, safe and sanitary residential housing in the City and whose incomes are below the income levels established by the MFA and the Plan to be in need of the assistance made available by the Act, taking into consideration, without limitation, such factors as defined under the Act. For purposes of this definition, the word "families" shall mean a group of persons consisting of, but not limited to, the head of a household; his or her spouse, if any; and children, if any, who are allowable as personal exemptions for Federal income tax purposes. In accordance with the Plan, persons of low- and moderate-income who are eligible for assistance in accordance with the plan are as follows:

1. Persons of low-income shall mean persons in households with annual gross incomes below 80% of Area Median Income for City as approved and published each year by MFA and verified by the City.
2. Persons of Moderate Income shall mean persons in households with annual gross incomes between 80% and 120% of Area Median Income for City as approved and published each year by MFA and verified by the City.
3. For purposes of this definition, "annual gross income" shall mean the annual anticipated income from assets, regular cash or noncash contributions, and any other resources and benefits determined to be income by HUD, as defined in 24 CFR Section 5.609.

"Policies and Procedures" shall mean Policies and Procedures of the MFA, including but not limited to, Mortgage Loan purchasing, selling, servicing and reservation procedures, which the MFA may update and revise from time to time as the MFA deems appropriate.

"Public Service Agencies" shall include, but are not limited to, any entities that support Affordable Housing and which believe that the program or project proposed by the Applicant is worthy and advisable, but which are not involved, either directly or indirectly, in the Affordable Housing Program or Project for which the Applicant is applying.

"Qualifying Grantee" means:

1. An individual who is qualified to receive assistance pursuant to the Act and is approved by the City; and
2. A governmental housing agency, regional housing authority, corporation, a limited liability company, partnership, joint venture, syndicate, association or a non-profit organization that:
 - a. Is organized under State or local laws and can provide proof of such organization;
 - b. If a non-profit organization, has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual; and
 - c. Is approved by the City.

"Recertification" shall mean the recertification of Applicants and/or Qualifying Grantees participating in any Affordable Housing Programs or in any programs under the Act as determined necessary from time to time by the City and/or the MFA.

"Rehabilitation" shall mean the substantial renovation or reconstruction of an existing single-family residence or a Multi-Family Housing Project, which complies with requirements established by the MFA. Rehabilitation shall not include routine or ordinary repairs, improvements or maintenance, such as interior decorating, remodeling or exterior painting, except in conjunction with other substantial renovation or reconstruction.

"Residential Housing" shall mean any Building, structure or portion thereof that is primarily occupied, or designed or intended primarily for occupancy, as a residence by one or more Households and any real property that is offered for sale or lease for the construction or location thereon of such a building, structure or portion thereof. "Residential Housing" includes congregate housing, manufactured homes and housing intended to provide or providing transitional or temporary housing for homeless persons.

"Residential Use" shall mean that the structure or the portion of the structure to benefit from the Affordable Housing Funds or Housing Assistance Grant is designed primarily for use as the principal residence of the occupant or occupants and shall exclude vacation or recreational homes.

"RFP" shall mean any request for proposals made by the City.

"Rules" shall mean the New Mexico Mortgage Finance Authority Affordable Housing Rules adopted pursuant to Section 6-27-8(B) NMSA 1978.

"State" shall mean the State of New Mexico.

"Transitional Housing Facility" shall mean residential housing that is designed for temporary or transitional occupancy by Persons of Low- or Moderate-Income, or with special needs.

4-504. GENERAL REQUIREMENTS.

The following requirements shall apply to all Housing Assistance Grants and/or Affordable Housing Funds awarded, loaned or otherwise distributed by the City under the Act to a Qualifying Grantee.

1. Request for Proposals. The City, in its discretion, may issue one or more RFPs to solicit applications from Applicants or shall otherwise identify a Qualifying Grantee for the use of any Affordable Housing Funds or Housing Assistance Grants to be awarded, loaned, donated or otherwise distributed under the Act.
2. Applicant Eligibility. The following Applicants are eligible under the Act to apply for Affordable Housing Funds or a Housing Assistance Grant to provide housing or related services to Persons of Low- or Moderate-Income in the community:
 - a. All individuals who are qualified to receive assistance pursuant to the Act, the Rules, and this Ordinance that are approved by the City;
 - b. All regional housing authorities and any governmental housing agencies;
 - c. All for-profit organizations, including any corporation, limited liability company, partnership, joint venture, syndicate or association;
 - d. All non-profit organizations meeting the following requirements:
 - i. A primary mission of the non-profit organization must be to provide housing or housing-related services to Persons of Low- or Moderate-Income;
 - ii. The non-profit organization must have received its 501(c)(3) designation prior to submitting an application;
 - iii. Have no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
 - e. All non-individual Applicants must:
 - i. Be organized under State or local laws and can provide proof of such organization and be approved by the City;
 - ii. Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or has designated an entity that will maintain such an accounting system consistent with generally accepted accounting principles;
 - iii. Have among its purposes significant activities related to providing housing or services to Persons or Households of Low or Moderate Income; and
 - iv. Have no significant outstanding or unresolved monitoring findings from the City, the MFA, or its most recent independent financial audit, or if it has any such findings, it has a certified letter from the City, the MFA, or auditor stating that the findings are in the process of being resolved.
3. Applications.
 - a. Process for Applying. Applicants wishing to apply for a Housing Assistance Grant, including the use of any Affordable Housing Funds, or to participate in any Affordable Housing Program are required to submit to the City the following (as applicable):
 - i. One original Application together with all required schedules, documents, or such other information which may be required by the City or in any RFP which may have been issued by the City;
 - ii. A proposal describing the nature and scope of the Affordable Housing Project proposed by the Applicant and for which the Applicant is applying for funds or a

- grant under the Act, and which documents the need for the requested funds or grant, describes the type and/or amount of assistance which the Applicant proposes to provide to Persons of Low- or Moderate-Income and documents the consistency of the proposal with the City's Affordable Housing Plan;
- iii. Executive summary and project narrative(s) that address the evaluation criteria set forth in any RFP issued by the City for the Affordable Housing Funds or the Housing Assistance Grant for which the Applicant is applying;
 - iv. A proposed budget for the Affordable Housing Project for which the Applicant is applying for Affordable Housing Funds or for a Housing Assistance Grant;
 - v. Current independent financial audit;
 - vi. If the Applicant is a non-profit organization:
 - 1. Proof of 501(c)(3) tax status;
 - 2. Documentation that confirms that no part of its net earnings inures to the benefit of any member, founder, contributor or individual;
 - vii. If an Applicant is a legal entity, including a non-profit organization:
 - 1. A current annual budget for the Applicant, including all sources and uses of funds not just those related to relevant programs and/or a current annual budget only for the program for which the Applicant is applying for a Housing Assistance Grant, or as otherwise may be required by the City and/or the MFA in its discretion;
 - 2. An approved mission statement that the Applicant has among its purposes significant activities related to providing housing or housing related services to Persons or Households of Low or Moderate Income;
 - 3. A list of members of the Applicant's current board of directors or other governing body, including designated homeless participation, where required by the City;
 - 4. Evidence (or a certification as may be allowed by the City) that the Applicant has a functioning accounting system that is operated in accordance with generally accepted accounting principles or has a designated entity that will maintain such an accounting system consistent with generally accepted accounting principles;
 - 5. Evidence that the Applicant has no significant outstanding or unresolved monitoring findings from the City, the MFA, or its most recent independent financial audit; or if it has any significant outstanding or unresolved monitoring findings from the City, the MFA or its most recent independent financial audit, it has a certified letter from the City, the MFA or the auditor stating that the findings are in the process of being resolved;
 - 6. An organizational chart, including job titles and qualifications for the Applicant's employees or as otherwise may be required by the City and/or the MFA in its discretion. Job descriptions may be submitted as appropriate;
 - 7. Documentation that the Applicant is duly organized under State or local law and certification that the Applicant is in good standing with any State authorities, including the Public Regulation Commission and the Secretary of State;
 - viii. Information as may be required by the City in order for it to determine the financial and management stability of the Applicant;

- ix. Information as may be required by the City in order for it to determine the demonstrated commitment of the Applicant to the community;
- x. A completed cost-benefit analysis of the Affordable Housing Project proposed by the Applicant. Any cost-benefit analysis must include documentation that clearly evidences that there is a need for the Housing Assistance Grant being requested from the City, that there is or will be a direct benefit from the project proposed by the Applicant to the community and/or to the purported beneficiaries of the project, consistent with the provisions of the Act, and that the Affordable Housing Project will meet the needs and affordability criteria defined in the City's Affordable Housing Plan;
- xi. Information supporting the benefits to the community of the Affordable Housing Project proposed by the Applicant;
- xii. Proof of substantive or matching funds or contributions and/or in-kind donations to the proposed Affordable Housing Project in connection with the Application for funds under the Act. Nothing contained herein shall prevent or preclude an Applicant from matching or using local, private, or federal funds in connection with a specific Housing Assistance Grant or a grant of Affordable Housing Funds under the Act;
- xiii. Any certifications or other proof which the City may require in order for the City to confirm that the Applicant is in compliance with all applicable federal, State and local laws, rules and ordinances;
- xiv. A verification signed by the Applicant before a notary public that the information provided, upon penalty of perjury, is true and correct to the best of the Applicant's information, knowledge and belief;
- xv. Certifications as may be required by the City and signed by chief executive officer, board president, or another authorized official of the Applicant;
- xvi. Applicant shall submit adequate information, as required by the City and/or MFA, of the Affordable Housing Project proposed by the Applicant. The information provided must clearly evidence the need for the subsidy, that the value of the housing assistance grant reduces the housing costs to Persons of Low- or Moderate-Income, and that there will be a direct benefit from the project proposed by the Applicant to the community and/or to the purported beneficiaries of the project, consistent with the provisions of the Act.
- b. Additional Requirements for Multi-Family Housing Projects Applicants who are submitting Applications in connection with a Multi-Family Housing Program. The Applicant must also submit to the City following additional information:
 - i. A verified certificate that, among other things:
 - 1. Identifies every Multi-Family Housing Program, including every assisted or insured project of HUD, RHS, FHA and any other state or local government housing finance agency in which such Applicant has been or is a principal;
 - 2. States that, except as shown on such certificate:
 - a. No mortgage on a project listed on such certificate has ever been in default, assigned to the Federal Government or foreclosed, nor has any mortgage relief by the mortgagee been given;
 - b. There has not been a suspension or termination of payments under any HUD assistance contract in which the Applicant has

- had a legal or beneficial interest;
- c. Such Applicant has not been suspended, debarred or otherwise restricted by any department or agency of the Federal Government or any state government from doing business with such department or agency because of misconduct or alleged misconduct; and
- d. The Applicant has not defaulted on an obligation covered by a surety or performance bond.

If such Applicant cannot certify to each of the above, such Applicant shall submit a signed statement to explain the facts and circumstances that such Applicant believes will explain the lack of certification. The City may then determine if such Applicant is or is not qualified.

- ii. The experience of the Applicant in developing, financing and managing Multiple-Family Housing Projects; and
 - iii. Whether the Applicant has been found by the United States Equal Employment Opportunity Commission or the New Mexico Human Rights Commission to be in noncompliance with any applicable civil rights laws.
- c. Additional Requirements for Mortgage Lenders. If the Applicant is a Mortgage lender, the City shall consider, among other things:
- i. The financial condition of the Applicant;
 - ii. The terms and conditions of any loans to be made;
 - iii. The aggregate principal balances of any loans to be made to each Applicant compared with the aggregate principal balances of the loans to be made to all other Applicants;
 - iv. The City's assessment of the ability of the Applicant or its designated servicer to act as originator and servicer of Mortgage Loans for any Multi-Family Housing Programs or other programs to be financed; and
 - v. Previous participation by the Applicant in the MFA's programs and HUD, Federal Housing Authority or Rural Housing Service programs.
- d. Submission Procedure.
- i. Time, Place and Method of Submission Delivery.
 - 1. If the City has issued an RFP, all Applications must be received by the City no later than the deadline set forth in the RFP; otherwise, all Applications must be received by the City by the deadline the City has established in connection with the respective award or grant. So that any Qualifying Grantees may be selected prior to January of the year in which any Housing Assistance Grant would be made, the City shall issue any RFP's, solicit any Applications, or otherwise identify any Qualifying Grantees no later than October 15 of any year in order to allow sufficient time for prospective applicants to respond to any such RFP, solicitation, or otherwise, and further to allow the MFA not less than forty-five (45) days in which to review any such Applications or otherwise determine or confirm that an Applicant is a Qualifying Grantee under the Act and consistent with the Rules.
 - 2. Applications shall be submitted by Applicants to the City in the form required by the City and shall contain all information which is required

by this Ordinance and any RFP which may have been issued.

ii. Additional Factors. The Application procedures shall take into consideration:

1. Timely completion and submission to the City of an Application or other appropriate response to any solicitation by the City;
2. Timely submission of all other information and documentation related to the program required by the City as set forth in this Ordinance or as set forth in the Rules;
3. Timely payment of any fees required to be paid to the City at the time of submission of the Application; and
4. Compliance with program eligibility requirements as set forth in the Act, the Rules and this Ordinance.

iii. Submission Format.

1. City forms or MFA forms (if available) must be used when provided and no substitutions will be accepted; however, attachments may be provided as necessary.
2. An Applicant's failure to provide or complete any element of an application, including all requirements of the City or as may be listed on any RFP, may result in the rejection of the Application prior to review.
3. Illegible information, information inconsistent with other information provided in the application, and/or incomplete forms will be treated as missing information and evaluated accordingly.
4. City and the MFA reserve the right to request further information from any Applicant so long as the request is done fairly and does not provide any Applicant an undue advantage over another Applicant.
5. The City in its discretion may cancel any RFP or reject any or all proposals in whole or part submitted by any Applicant.
6. Neither the City nor the MFA shall be responsible for any expenses incurred by an Applicant in preparing and submitting an Application. However, the City or the MFA, as applicable, may establish and collect fees from Applicants who file Applications. Notice that fees will be charged and the amount of any such fees shall be included by the City or the MFA, as applicable, in any RFP or otherwise shall be advertised as part of the Application solicitation process.

e. Review by the City. On receipt of an Application, the City shall:

- i. Determine whether the Application submitted by the Applicant is complete and responsive;
- ii. Determine whether the Applicant is a Qualifying Grantee as defined herein and in the Act;
- iii. Review and analyze whether the Applicant has shown a demonstrated need for activities to promote and provide affordable housing and related services to Persons of Low- or Moderate-Income and that the proposal is consistent with the City's adopted Affordable Housing Plan;
- iv. Determine whether the Applicant has demonstrated experience related to providing housing or services to Persons of Low- or Moderate-Income; as well as experience and/or the capacity of the Applicant to administer the Affordable Housing Program or Project for which the Applicant has applied;
- v. Determine whether the Applicant's proposal provides a plan for coordinating with other service providers in the community; whether the Applicant's plan

addresses how Persons of Low-Income or Moderate-Income in need of housing and/or housing-related supportive services can receive supportive services and referrals to federal, State and local resources; and, whether the Applicant's plan addresses outreach efforts to reach the population to be served as identified by the City in any RFP, in the Affordable Housing Plan or otherwise;

- vi. Determine whether the Applicant has support from Public Service Agencies, or such other support as may be required by the City and/or the MFA in its discretion, for its proposed services in the community;
 - vii. Ascertain the amount of any matching funds or in-kind services specific to the program that may be utilized by the Applicant in connection with the program;
 - viii. Ascertain whether any local, private, or federal funds will be used by the Applicant in connection with the specific grant for which the Applicant is applying;
 - ix. Ascertain whether the Applicant has and can demonstrate the capability to manage the implementation of the Program for which the Applicant is applying;
 - x. If Applicant is a prior recipient of either a Housing Assistance Grant, Affordable Housing Funds and/or other Program funds, confirm that the Applicant had no outstanding findings or matters of non-compliance with program requirements from the City or the MFA, as applicable or if it has any such findings, it has a certified letter from the City, the MFA, or auditor stating that the findings are in the process of being resolved;
 - xi. If Applicant is a prior recipient of either a Housing Assistance Grant, Affordable Housing Funds and/or other Program funds, confirm that the Applicant reasonably committed and expended the funds under the prior Program and/or met anticipated production levels as set forth in any contract with the City or the MFA, as applicable, for those prior Program funds;
 - xii. Evaluate the Applicant's proposal in part based upon the Applicant's current financial audit;
 - xiii. Evaluate the Applicant's proposed budget for the Project for which the Applicant is applying for Affordable Housing Funds or a Housing Assistance Grant which proposed budget must be approved by the City before the Applicant can be approved as a Qualifying Grantee and any expenditure of grant funds under the Act or granted property is transferred to the Applicant;
 - xiv. On receipt of an Application from a Builder, the City will analyze the Builder's ability to construct and sell sufficient Residential Housing units to Persons of Low- or Moderate Income within the time or times as may be required by the City.
 - xv. Consider other factors it deems appropriate to ensure a reasonable geographic allocation for all Affordable Housing Programs.
- f. Certification by the City to the MFA. The City shall certify an Application to the MFA in writing upon:
- i. Completion of its review of the Application;
 - ii. Determination that the Application is complete;
 - iii. Determination that the requirements of the Act, the Rules and this Ordinance have been satisfied; and
 - iv. Determination that the Applicant is a Qualifying Grantee.
- g. Review by the MFA. The MFA upon its receipt of the certification from the City may, in its discretion, review the Application and any of the materials submitted by the

Applicant to the City. The MFA may also request any additional information from the Applicant, which it may require in order to determine whether the Applicant is a Qualifying Grantee under the Act and the Application is complete. The MFA will then notify the City of its determination of whether or not the Application is complete and that the requirements of the Act and the Rules have been satisfied and the Applicant is a Qualifying Grantee. Unless the period is extended for good cause shown, the MFA shall act on an Application within forty-five (45) days of its receipt of any Application, which the MFA deems to be complete, and, if not acted upon, the Application shall be deemed to be approved.

- h. Notification of Acceptance. The City, upon completion of its review of the Application and an evaluation of the criteria for approval of the Application as set forth in the this Ordinance and in any RFP issued by the City and upon its determination that the Applicant is a Qualifying Grantee, and upon its receipt of notification from the MFA that it agrees that the Application is complete and that the Act and Rules have been satisfied and the Applicant is a Qualifying Grantee, by written notice, shall notify each Applicant which has submitted an Application of the approval or disapproval of its Application. Upon approval of its Application, the Applicant shall be considered approved to participate in the Affordable Housing Program. The City's and the MFA's determination of any Application shall be conclusive.
- 4. Additional Requirements. Upon acceptance, the following additional requirements shall apply to any Applicant who is a Qualifying Grantee:
 - a. Contractual Requirements. The Qualifying Grantee shall enter into one or more contracts with the City, which contract(s) shall be consistent with the Act and subject to the review of the MFA, in its discretion, and which contract(s) shall include remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee.
 - b. Security Provisions; Collateral Requirements. In accordance with the Act, the Rules and this Ordinance, the City shall require the Qualifying Grantee to execute documents, which will provide adequate security against the loss of public funds or property in the event the Qualifying Grantee abandons or fails to complete the Affordable Housing Project, and which shall further provide, as may be permitted by law, for the recovery of any attorneys' fees and costs which the City and/or the MFA may incur in enforcing the provisions of this Ordinance, the Rules, the Act and/or any agreement entered into by the City and the Qualifying Grantee, and which documents may include, but are not limited to the following: note, mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the City may require in order to allow for any funds which the Qualifying Grantee may receive under a Housing Assistance Grant or Affordable Housing Funds to be adequately secured and to allow the City and the MFA to ensure that such funds shall be used by the Qualifying Grantee in accordance with the Act, the Rules and this Ordinance.
 - c. Performance Schedule and Criteria. The Qualifying Grantee shall be required to abide by a reasonable performance schedule and performance criteria that the City, in its discretion, may establish.
 - d. Examination of Books and Records. The Qualifying Grantee shall submit to and the City shall cause to be made such examinations of the books and records of each Qualifying Grantee as the City and/or the MFA deems necessary or appropriate to determine the Qualifying Grantee's compliance with the terms of the Act, the Rules, this Ordinance and any contracts between the Qualifying Grantee and the City. The City and/or the MFA

may require each Qualifying Grantee to pay the costs of any such examination

e. Infrastructure Cost Reimbursement Contracts.

- i. Cost Reimbursements. Payment to a Qualifying Grantee under cost reimbursable contract provisions shall be made upon the City's receipt from the Qualifying Grantee of certified and documented invoices for actual expenditures allowable under the terms of any agreement between the Qualifying Grantee and the City.
- ii. Cost Reimbursements for Units of Service. Payment under any unit cost contract provisions shall be made upon the City's receipt from the Qualifying Grantee of a certified and documented invoice showing the number of units of service provided during the billing period.
- iii. Rate at which Costs Incurred. Under unit cost or cost reimbursable contracts, it is anticipated that costs will be incurred by the Qualifying Grantee at an approximate level rate during the term of any agreement between the Qualifying Grantee and the City. If the City determines that the Qualifying Grantee is underspending or overspending, then the City may reduce the budget and/or exercise such other budgetary fiscal controls it deems appropriate.
- iv. Invoices. Qualifying Grantees shall not submit invoices more than once a month, unless written approval is obtained in advance from the City. Failure to submit invoices within twenty (20) calendar days of the close of the month for which payment is sought may result in the non-availability of funds for reimbursement.
- v. No Dual Application of Costs. The Qualifying Grantee shall certify that any direct or indirect costs claimed by the Qualifying Grantee will not be allocable to or included as a cost of any other program, project, contract, or activity operated by the Qualifying Grantee and which has not been approved by the City in advance, in writing.
- vi. Prohibition of Substitution of Funds. Any Affordable Housing Funds or other amounts received by Qualifying Grantee may not be used by Qualifying Grantee to replace other amounts made available or designated by the State or local governments through appropriations for use for the purposes of the Act.
- vii. Cost Allocation. The Qualifying Grantee shall clearly identify and distribute all costs incurred pertaining to the Affordable Housing Project by a methodology and cost allocation plan at times and in a manner prescribed by, or acceptable to the City.
- viii. Additional Information. Qualifying Grantees shall provide the City with any and all information which the City may reasonably require in order for it to confirm that the Qualifying Grantees continue to satisfy the requirements of the Act, the Rules and this Ordinance throughout the term of any contract and/or any Affordability Period or otherwise as may be required by the City or the MFA in its discretion. At a minimum, on an annual basis, the City shall certify to the MFA in writing that to the best of its knowledge the Qualifying Grantee is in compliance with applicable provisions of the Act, the Rules and this Ordinance.

5. Affordable Housing Requirements. All Affordable Housing Funds or Housing Assistance Grants awarded under the Act are to be used by Qualifying Grantees for the benefit of Persons of Low or Moderate-Income subject to the provisions of the Act and with particular regard to their housing related needs.

a. Single-Family Property.

- i. Qualifying Grantees shall agree that they shall maintain any single-family property which has been acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or which property has otherwise benefited from Affordable Housing Funds, including but not limited to any loans which have been repaid with Affordable Housing Funds and which loans previously were secured by such properties, as Affordable Housing for so long as any or all of the Affordable Housing Funds which have been awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or the Affordability Period, whichever is longer.
- ii. If any single-family properties are to be rehabilitated, weatherized, converted, leased, repaired, constructed or otherwise are to benefit from Affordable Housing Funds, and if the Qualifying Grantee intends to rent the single-family property out, those single-family properties shall be leased to Persons of Low- or Moderate-Income at the time of any such award. Grantees also shall agree that the Persons of Low- or Moderate-Income, who are tenants of those apartments, shall be allowed to remain tenants for so long as there are no uncured defaults by those tenants under their respective leases which must be compliant to the New Mexico Uniform Owner Resident Relations Act (NMSA 1978 Sections 47-8-1 through 47- 8-52) -- and provided that there is no just cause (as outlined in Section 47-8-33 NMSA 1978) for the landlord to terminate any lease agreement with those tenants.

b. Multi-Family Property.

- i. Single Apartment within a Multi-Family Property. Qualifying Grantees shall agree that, if any single apartments are to be rehabilitated, weatherized, converted, leased, repaired, constructed or otherwise are to benefit from Affordable Housing Funds, those apartments shall be leased to Persons of Low- or Moderate-Income at the time of any such award. Qualifying Grantees, who are the landlords and/or owners of such properties, shall further agree to contribute at least sixty percent (60%) of the cost of the rehabilitation, weatherization, conversion, lease, repair, and/or construction. Qualifying Grantees also shall agree that the Persons of Low- or Moderate Income, who are tenants of those apartments, shall be allowed to remain tenants for so long as there are no uncured defaults by those tenants under their respective leases -- which must be compliant to the New Mexico Uniform Owner-Resident Relations Act (NMSA 1978 Sections 47-8-1 through 47-8-52) and provided that there is no just cause (as outlined in Section 47-8-33 NMSA 1978) for the landlord to terminate any lease agreement with those tenants.
- ii. Multiple Apartments. Qualifying Grantees shall agree that, if multiple apartments or an entire multi-family property are to be acquired, rehabilitated, weatherized, converted, leased, repaired, constructed or otherwise are to benefit from Affordable Housing Funds, including but not limited to any loans which have been repaid with Affordable Housing Funds and which loans previously were secured by such properties, they shall maintain not less than sixty percent (60%) of the housing units as Affordable Housing for so long as any or all of the Affordable Housing Funds which have been awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or

the Affordability Period, whichever is longer.

- c. Non-Residential Property. Qualifying Grantees shall agree that they shall maintain any non-residential property which has been acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or which property has otherwise benefitted from Affordable Housing Funds, including but not limited to any loans which have been repaid with Affordable Housing Funds and which loans previously were secured by such properties, as a facility which provides housing related-services to Persons of Low- or Moderate-Income for so long as any or all of the Affordable Housing Funds which have been awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or the Affordability Period, whichever is longer.
 - d. Housing Assistance Grant Affordability Requirements. Qualifying Grantees shall agree that they shall maintain any land or buildings received as a Housing Assistance Grant either as either single-family or multi-family Affordable Housing in accordance with Sections 4.E.(i) and (ii) of this Ordinance or as a facility which provides housing related services to Persons of low- or Moderate-Income in accordance with Section 4.E.(iii) of this Ordinance (as applicable) for the duration of the Affordability Period. Qualifying Grantees shall agree that they shall maintain any land or buildings for which they have received the costs of Infrastructure as a Housing Assistance Grant either as either single family or multi-family Affordable Housing or as a facility which provides housing related-services to Persons of low- or Moderate-Income (as applicable) for the duration of the Affordability Period. In calculating the Affordability Period for Housing Assistance Grants of either land or buildings, the fair market value of the land or buildings or the costs of Infrastructure at the time of the donation by the City shall apply.
 - e. Affordability Period. The City, in its discretion, may increase the Affordability Period in any contract, note, mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the City may enter into with any Qualifying Grantee or beneficiary of the Affordable Housing Funds or of the Housing Assistance Grant. (See definition of Affordability Period in Section 3.C. of this Ordinance.) Notwithstanding the foregoing, in the discretion of the MFA, weatherization funds conveyed from the State to the MFA and/or any other similar conveyances where an Affordability Period is not practical, shall not be subject to the Affordability Period requirements of this Section 4.E.; but nevertheless, any such conveyances may be subject to recapture on some pro-rated basis as determined by the City and/or the MFA.
6. Consent to Jurisdiction. Each Qualifying Grantee shall consent to the jurisdiction of the courts of the State over any proceeding to enforce compliance with the terms of the Act, the Rules and this Ordinance and any agreement between the Qualifying Grantee and the City and/or the MFA.
7. Recertification Procedures.
 - a. The Qualifying Grantee must meet the requirements of the Act, the Rules and this Ordinance both at the time of any award and throughout the term of any grant and contract related thereto.
 - b. The City may establish procedures for recertifying Qualifying Grantees from time to time.
 - c. Qualifying Grantees that fail to satisfy the requirements for Recertification shall cease to be eligible and shall be denied further participation in Affordable Housing programs until the requirements of the City and the MFA are satisfied.
8. Compliance with the Law. Qualifying Grantee shall provide the City with any certifications or

other proof that it may require in order for the City and the MFA to confirm that the Qualifying Grantee and the Qualifying Grantee's proposed Project are in compliance with all applicable federal, State and local laws, rules and ordinances. At a minimum, on an annual basis, the Qualifying Grantee shall provide the City with certifications and proof of compliance, and the City shall certify to the MFA in writing that the Qualifying Grantee is still in compliance with the Act and the Rules.

9. Extension of Affordable Housing Programs. The MFA shall have the power to create variations or extensions of affordable housing programs, or additional programs that comply with the Act and the rules.
10. City Grant Requirements.
 - a. The City is authorized to make Housing Assistance Grants under the Act. Upon determination that the City will make a Housing Assistance Grant, including the use of any Affordable Housing Funds, the City shall provide the MFA with the following:
 - i. Documentation that confirms that the City has an existing valid Affordable Housing Plan;
 - ii. Documentation that confirms that the City has an existing valid Affordable Housing Ordinance which provides for the authorization of the Housing Assistance Grant, including the use of any Affordable Housing Funds;
 - iii. Written certification that the proposed grantee is in compliance with Act and the Rules so that the MFA may confirm that the Application is complete, and that the proposed grantee is a Qualifying Grantee under the Act and the Rules.
 - b. Prior to the submission of the application and project authorization to the Commission, the Commission must approve the budget submitted by the Applicant.
 - c. An action authorizing the City to make a Housing Assistance Grant and/or distribute Affordable Housing Funds:
 - i. Must authorize the grant, including use of Affordable Housing Funds, if any;
 - ii. Must state the requirements and purpose of the grant;
 - iii. Must authorize the transfer or disbursement to the Qualifying Grantee only after a budget is submitted to and approved by the Commission;
 - iv. Must comply with the Rules, as amended; and
 - v. May provide for matching or using local, private or federal funds either through direct participation with a federal agency pursuant to federal law or through indirect participation through the MFA.
 - d. The MFA shall act to approve the proposed Housing Assistance Grant authorized by the City within forty-five(45) days of its receipt of the documentation required above in Section 4.J.(i), (ii) and (iii) of this Ordinance.
 - e. The City, in its discretion, may also hold any award of Affordable Housing Funds or any Housing Assistance Grant made by the City in suspense pending the issuance by the City of any RFP or pending the award of the Affordable Housing Funds or of the Housing Assistance Grant by the City to the Qualifying Grantee without the issuance of an RFP by the City. Any award of Affordable Housing Funds or a Housing Assistance Grant by the City shall subject the Qualifying Grantee of the award or grant to the oversight of the City and the MFA under this Ordinance and the Rules.
11. School District and Public Post-Secondary Educational Institution Donations for Housing Projects. If a school district or a public post-secondary education institution intends to transfer land to the City to be further granted to a Qualifying Grantee as part or all of an Affordable Housing project, this transfer shall be subject to the limitations contained in the Act that the school district and the Commission enter into a contract that provides the school district with a

negotiated number of affordable housing units that will be reserved for employees of the school district. Any transfer of land by a public post-secondary educational institution shall be subject to the additional limitations contained in the Act that:

- a. The property transferred shall be granted to a Qualifying Grantee by the City as part of a grant for an Affordable Housing project; and
- b. The governing board of the public post-secondary educational institution and the Commission enter into a contract that provides the public post-secondary educational institution with Affordable Housing units.

As used in this section, "public post-secondary educational institution" means a state university or a public community college. The City, in its discretion, may also hold any Housing Assistance Grant made by any school district or public post-secondary educational institution in suspense pending the issuance by the City of any RFP or pending the award of the Housing Assistance Grant by the City to the Qualifying Grantee without the issuance of an RFP by the City. Any award of a Housing Assistance Grant by a school district or a public post-secondary educational institution shall subject the Qualifying Grantee of the grant to the oversight of the City and the MFA under the Rules.

4-505. DISCRIMINATION PROHIBITED.

The development, construction, occupancy and operation of an Affordable Housing Program or an Affordable Housing Project financed or assisted under the Act shall be undertaken in a manner consistent with principles of non-discrimination and equal opportunity, and the City shall require compliance by all Qualifying Grantees with all applicable federal and State laws and regulations relating to affirmative action, non-discrimination and equal opportunity.

4-506. ADMINISTRATION.

The City shall administer any Affordable Housing programs in accordance with provisions of the Act, the Rules, this Ordinance, any applicable state and federal laws and regulations as each of which may be amended or supplemented from time to time. The City, in establishing, funding and administering the Affordable Housing Programs and by making, executing, delivering and performing any award, contract, grant or any other activity or transaction contemplated by the Act, shall not violate any provision of law, rule or regulation or any decree, writ, order, injunction, judgment, determination or award and will not contravene the provisions of or otherwise cause a default under any of its agreements, indentures, or other instruments to which it may be bound. Any proposed amendment to this ordinance shall be submitted to MFA for review prior to adoption by the Commission.

4-507. TERMINATION.

The Commission may repeal this Ordinance and terminate the City's Affordable Housing Program and any or all contracts undertaken in its authority. Termination shall be by ordinance at a public hearing or in accordance with the terms of the

contract. If an ordinance or a contract is repealed or terminated, all contract provisions of the contract regarding termination shall be satisfied.

4-508. REPEALER.

All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Ordinance are repealed by this Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

4-509. SEVERABILITY.

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

4-510. EFFECTIVE DATE.

This Ordinance shall be in full force and effect thirty (30) days after it is recorded with the City Clerk in accordance with Section 4-37-9 NMSA, 1978.

Section 1. This Ordinance shall take effect on the ____ day of _____, 2023.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this ____ day of _____, 2023.

AMANDA FORRISTER - Mayor

ATTEST:

ANGELA TORRES – City Clerk



April 3, 2023

Traci Alvarez, Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: City of Truth or Consequences Ordinance - Approval

Dear Traci Alvarez:

The New Mexico Mortgage Finance Authority, in accordance with the Affordable Housing Act (Section 62-7-1 et. seq. NMSA 1978) (the "Act"), and the Affordable Housing Act Rules (the "Rules") adopted thereto, has reviewed the Affordable Housing Ordinance (the "Ordinance") as submitted by the City of Truth or Consequences (the "City") on March 27, 2023. MFA has determined that the Ordinance complies with the requirements set out in the Act and the Rules.

Under the Rules, the City must provide MFA with a certification of the Ordinance when it is adopted. Any future ordinances made by the County must be submitted to MFA for approval, as they occur.

Thank you for the City's continued efforts in providing affordable housing to its residents. If you have any questions, please contact Justin Carmona, Community Relations Manager, at (505)-767-2211 or jcarmona@housingnm.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Carmona", written over a light blue horizontal line.

Justin Carmona,
Community Relations Manager

City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

May 4, 2023

Housing New Mexico

Attn: Justin Carmona

Re: Proposed Affordable Housing Ordinance Dear Mr. Carmona,

I have again reviewed the proposed Ordinance, and I anticipate that the City Commission will be concerned about the requirements that the Ordinance will impose upon the City. So, I have taken the liberty of setting forth herein the requirements that I noticed. After you have reviewed this letter, I suggest we confer in advance of the May 10, 2023 meeting.

Section 4-504 sets forth the General Requirements. I will refer to those enumerated in this letter.

Paragraph 1- The City will need to prepare RFPs to solicit applications. Yes, and the City can also "otherwise identify" a Qualifying Grantee; that allows the city to not have to go through the RFP process if, for instance, a developer comes to the city and asks for your help funding an affordable housing project.

2a-e - The City will need to familiarize itself as to which prospective applicants are eligible, along with the related criteria. Yes, however, nearly any kind of individual or organization is eligible, so long as they "among its purposes significant activities related to providing housing or services to Persons or Households of Low or Moderate Income." Applicants are required to tell the City this in Section 3-vii of the Ordinance.

3a - This lists the documents that each applicant will be required to submit with its application. There are at least 16 documents (i through xvi) with numerous subparts. Requirements i through v, ix through xiv are required of each applicant. Requirements vi and vii only apply to specific types of applicants. Requirements viii, xv, xvi are not requirements that must have a corresponding document submitted to satisfy them; they're often satisfied by other required documents. It's more that these latter requirements give the city flexibility to request additional documents if needed.

Whoever reviews the application and related documents will need to be familiar with budgets, audits, income statements, and cost-benefit analyses as they pertain to the City. Yes

3b-c - In addition to the 3a requirements, there are additional requirements for multifamily housing project applicants and mortgage lending. Yes. I will say that I've never seen, either myself or in our records, a mortgage lender utilize the Act.

3d - Imposes a submission procedure and an October 15 deadline to issue its RFPs and application solicitations. Yes, this is to ensure that a donation is granted during the same calendar year that an RFP is issued or an applicant is identified. Also, most affordable

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housing projects in New Mexico come to MFA for funding, and our primary funding round starts in January of every year.

The City will also need to develop its own forms. Not necessarily. For the most part, cities/counties that use the Act only have a form that lays out all of the application requirements. The most prolific local governments, in fact, just utilize MFA's own Qualifying Grantee checklist (I'll attach that in my email response, and I'd be happy to share that with you all anytime).

3e - This requires the City to review all applications and determine whether the application is complete and complies with the 3a requirements. The City would also be required to determine whether an applicant is a qualified grantee. Basically, if the applicant is eligible according to section 2 and submits and meets all section 3a requirements as determined by the City, then that would mean they're a qualifying grantee.

In all, there are 15 requirements (i through xv) that will require a lot of community research with respect to each applicant. Not sure what you mean by "community research"; the materials submitted by an applicant don't require outside research to determine that they meet these requirements.

3f - Requires the City to complete a certificate to the MFA and includes the certification requirements. Yes, the City can just email a signed letter to us saying those things, along with the application materials.

3h - Imposes a notice requirement upon the City. Yes, the City has to let all applicants know their status following MFA's review of application(s).

4 - Upon acceptance, this paragraph imposes requirements upon a successful applicant. Yes

4a - States that the grantee must enter into "one or more contracts with the City". Yes, if the Qualifying Grantee is chosen to receive a donation under the Act it must be recorded via a contract.

4b - Imposes more documents to be executed as financial security for the applicant's performance. Yes, 4a and 4b exist to ensure that any donation given by the City is being used for affordable housing and if not provides you with the ability to get that donation back.

4c - The City must establish a reasonable performance schedule. No, the City may establish performance criteria in any contract between the City and the applicant. For instance, the City can say that the funds being given to a project are for the construction period only, which shall last no more than 24 months following the execution of a contract.

4d - This paragraph allows the City to inspect the grantee's books and records. Yes, it's not something you have to do, but something the Ordinance allows you (and MFA) to do.

4e - Describes procedures for cost reimbursements. Yes. However, these requirements are more applicable to the applicant than the City. And these would likely be something the City would want

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to include in its contract with the applicant.

5 - This paragraph requires the City to monitor the spending of all grant funds to ensure they are used for the benefit of low or moderate-income entities. This part of the Ordinance is directing the City to place these affordability requirements into any contract you enter into with an applicant, and then it's up to the applicant to abide by the terms of the contract. The City isn't required under the Act to make sure the applicant is abiding by these terms.

8 - This is another certification requirement to confirm compliances. So long as a Qualifying Grantee is developing a project, they need to be recertified as a Qualifying Grantee every year by the City and MFA, according to the Act.

10a - If the City makes grants under the Act, there are numerous documents that the City will need to provide to MFA. Yes, the City is technically required to provide us with these documents every time you want to donate under the Act. In practice, MFA already has your Affordable Housing Plan, and assuming the City sends me a copy following its passage, the recorded Affordable Housing Ordinance, so you don't really have to submit those to us every time. We really just need the "written certification" from section iii.

10b - The City Commission must approve each applicant's budget. Yes, this measure ensures that elected officials are apprised of donations being made under the Act.

Section 4-506 - Generally provides that the City shall administer the Affordable Housing programs. Yes, this section stipulates that the City follows the law when using the Act. Also, the City needs to submit any amendment to this Ordinance for MFA's review prior to its adoption.

I look forward to discussing this matter with you.

Jaime F. Rubin, City Attorney

Cc: Traci Alvarez
Bruce Swingle
Angie Gonzales

QUALIFIED GRANTEE CERTIFICATON

AFFORDABLE HOUSING

Once certified, Qualified Grantees are eligible to utilize local government contributions such as funding, buildings, land donations and impact fee waivers for Affordable Housing Projects.

This is a general application and additional information and documentation may be requested. Entity approval will be valid for a twelve-month calendar year period and an application for renewal of eligibility will be sent out annually. Once reviewed and certified by the local government, the application will be submitted to the New Mexico Mortgage Finance Authority (MFA) for final review and approval for the partnering agency to be certified as a Qualified Entity.

Please note that the last page of the application is to be completed and documentation requested submitted, only if a known project exists at the time of application.

Gray shaded area for staff use only

Date Received:

☐ **NO HUD Debarment**

ORGANIZATION NAME:

MAILING ADDRESS:

Executive Director/CEO: _____

Contact Person for application if different from Executive Director/CEO:

Contact Phone Number: _____

Contact Fax Number: _____

Contact Email: _____

Business Registration Number: _____

Location of Registration: _____ **Exp. Date:** _____

Date of Incorporation/Agency Start-Up Date: _____

TYPE OF ORGANIZATION:

- ☐ Non-Profit
- ☐ CHDO (Community Housing Development Organization)
- ☐ Public Housing Authority
- ☐ Private, For-Profit Developer
- ☐ Governmental Entity, Public School District, or University
- ☐ Other: _____

CHECK ONLY ONE:

- ☐ Renewing/ Recertifying
- ☐ New eligibility

APPLICANT CHECKLIST

The information contained below is in accordance with the Affordable Housing Act (Section 6-27-1 et. seq. NMSA 1978) ("Act") and the Affordable Housing Act Rules adopted pursuant thereto ("Rules"),

- A. ☐ The entity has sound financial and management stability with no significant outstanding or unresolved monitoring findings
 - ☐ A notarize statement from the organization
 - ☐ Documentation from a Certified Public Accountant
 - ☐ Its most recent independent financial audit **OR**
 - ☐ An approved audit summary
- ☐ If the entity has significant outstanding or unresolved monitoring findings from either MFA or its most recent independent financial audit, have a certified letter from MFA or the auditor that the findings are in the process of being resolved
- B. ☐ Current annual budget for the applicant.
- C. ☐ The organization's most recent independent financial audit
- D. ☐ List of current board members (if applicable)
- E. ☐ Organizational chart including job titles
- F. ☐ Has among its purposes significant activities related to providing housing or services to low or moderate income persons/households , as evidenced by a statement in the organization's:
 - ☐ Charter
 - ☐ Articles of Incorporation
 - ☐ By-laws **OR**

☐ Resolutions

- G. ☐ Has demonstrated commitment of the entity to affordable housing and the community
☐ A summary of projects and/or statements that describe recent affordable housing activities in the community **OR**
☐ A contract(s) with an entity or individuals that have benefited the community [may include a description of regional or state affordable housing activities]
- H. ☐ The organization is organized under state or local laws, as evidenced by:
☐ Charter **OR**
☐ Articles of Incorporation
- I. ☐ For non-profits only: No part of its net earnings inures to the benefit of any member, founder, contributor, or individual, as evidenced by:
☐ Charter **OR**
☐ Articles of Incorporation
- J. ☐ For non-profits only: Has a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501(c)(3) or (4) of the Internal Revenue Code of 1986, as evidenced by:
☐ A 501 (c)(3) or (4) Certificate from the IRS, **OR**
☐ Is classified as a subordinate of a central organization non-profit under Section 905 of the Internal Revenue Code, as evidenced by
☐ A group exemption letter from the IRS that includes the CHDO

THE FOLLOWING INFORMATION IS TO BE PROVIDED ONLY IF KNOWN PROJECT EXISTS AT TIME OF APPLICATION; IF UNKNOWN AT INITIAL APPLICATION INFORMATION WILL BE REQUESTED WHEN PROJECT IS IDENTIFIED.

- A. ☐ A cost-benefit analysis of the proposed project by the entity (Documentation that demonstrates affordability of the project to for the proposed homeowner/renter by the entity.)
- B. ☐ The benefits to the community of a proposed project (A statement or document/s that substantiate the benefits of a project to the community.)
- C. ☐ Documentation of the type or amount of assistance to be provided to the project (Provide a statement detailing funding source for the proposed project **AND** ☐ A project budget)

- D. ☐ The scope of the proposed Affordable Housing Project (A narrative description of the project)
- E. ☐ (If applicable) Any substantive or matching contribution by the Entity to the proposed project (Documentation that identifies substantive or matching contributions by the Entity to the proposed project.)
- F. ☐ A performance schedule for the Entity with performance criteria (A Gantt chart or similar timeline identifying critical paths or milestones in the project schedule.)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: G.2

SUBJECT: Public Hearing/Discussion/Action: Request to Vacate a Section of New School Road

DEPARTMENT: Community Development

DATE SUBMITTED: May 4, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

T or C Municipal Schools have submitted an application to request the City of T or C vacate a section of New School Road from the baseball field to just past the student parking lot, (as identified on the attached map). Adjacent property owners within 300 feet have been notified of public hearing by certified mail.

(Due to cancellation of May P & Z Meeting public hearing was scheduled for the City Commission Meeting)

Recommendation:

Conduct Public Hearing and issue Determination

Attachments:

- Request to Vacate Application
- Vacate Map Area
- Full Scope Map
- Public Hearing Notice

Fiscal Impact (Finance): Unknown

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-10-2023



CITY OF TRUTH OR CONSEQUENCES

505 Sims Street, Truth or Consequences, New Mexico
Phone: 575-894-6673 ext. 353 Fax: 575-894-6690

REQUEST FOR VACATION APPLICATION

Date of Application March 13, 2023

Comes now the undersigned and hereby requests the City of Truth or Consequences, New Mexico to consider vacation of the following described property: New School Road (from the baseball fields to just past the student parking lot- see map)

REASON FOR VACATION: To Safely move staff and students between campuses as we share multiple elective/teachers. Creating one shared campus which will also promote community between schools.

Limit access to interior campus from outside threats/intruders. Fencing for TCMS and HSHS as one campus.

Applicant Name: Truth or Consequences Municipal Schools Telephone No.: 575-894-8150

Address: 910 N Date St

City: Truth or Consequences State: NM Zip Code: 87901

E-mail Address: nburgin@torcschools.net

Applicants Signature: *N. Burgin*

Reviewed By:

Electric Department:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date <input type="text"/>
Water/Wastewater:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date <input type="text"/>
Streets Department:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date <input type="text"/>
Planning/Zoning:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date <input type="text"/>

Utility Review Comments:

33.147185, -107.253883

New School Rd

**New School Rd, Truth
Or Consequences,
NM 87901**

New School Rd

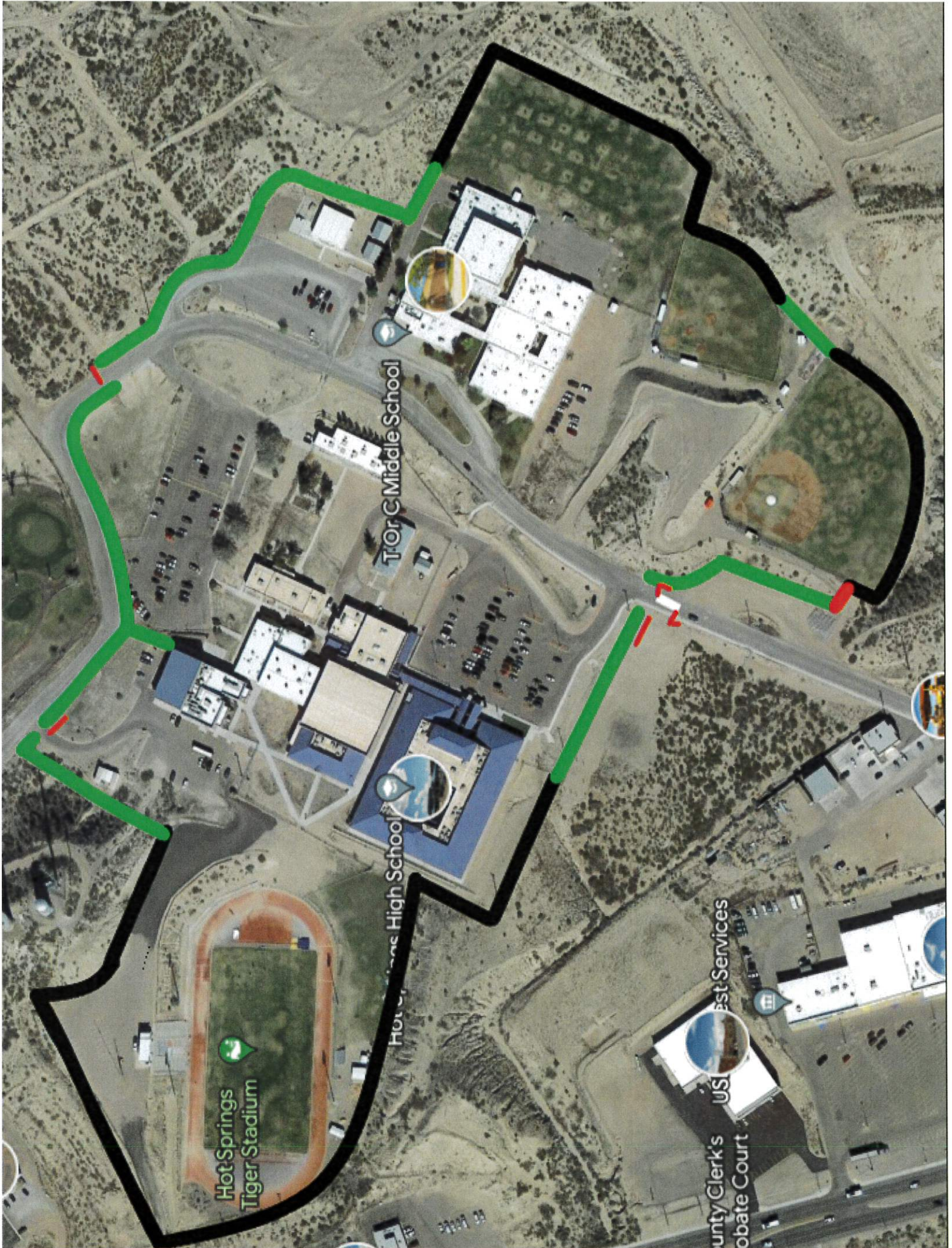
33.148648, -107.250996

Hot Springs
High School

Ed Bailey Dr

N Pershing St

Police Depa



*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 Public Hearing during their regular scheduled meeting on Wednesday, May 10, 2023 to receive additional input regarding the following:

Public Hearing/Discussion/Action: Request to Vacate New School Road (from the baseball field to just past the student parking lot).

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 aaatorres@torcnm.org.

The agenda may be obtained on Friday, May 5, 2023 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, April 21, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: H.1

SUBJECT: Publication of Ordinance 752 Amending the City of Truth or Consequences Code of Ordinances, by Amending Section 14-96 of the Code Pertaining to Waste Water Connection Fees

DEPARTMENT: City Manager's Office

DATE SUBMITTED: April 27, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Arnie Castaneda-W/WW Director

Summary/Background:

The current rates/fees are not covering product and installation and in need of increase to cover contemporary dollar values.

Recommendation:

Approval of Publication.

Attachments:

- Ordinance No. 752
- Click here to enter text.

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 5-10-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 752

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 14-96 OF THE CODE PERTAINING TO [WASTE]WATER CONNECTION FEES.

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

Section one. That section 14-96 of the Code of Ordinances of the City of Truth or
Consequences be amended so that such section shall read as follows:

SEC. 14-96. - [WASTE]WATER CONNECTION FEES.

(a) Wastewater service tap fees:

Size Charge	
3"	\$675.00
4"	\$675.00 \$1,200.00
6"	\$725.00 \$1,600.00

(b) Facilities provided in tap fee:

(1) Excavation of trench to within 18 inches of the Customer's property line with a
maximum depth of six feet and a maximum length of 25 feet.

(2) Install service line to a maximum length of 25 feet.

(3) Provide and install saddle and other required fittings.

(4) Backfill and compact trench with rock and gravel-free soil.

(c) Additional charges: There will be additional charges to the basic wastewater service tap
fee under the following circumstances:

(1) Excavation of trench in excess of six feet in depth or in excess of 25 feet in length;

(2) Soil or surface conditions that require the use of equipment other than our standard backhoe or trencher;

(3) Soil conditions that require a trench wider than four feet to safely install the service;

(4) Trench depths that require sloping of trench sides or shoring to safely install the service; or

(5) Removal and replacement of surface in paved streets or alleys.

The additional charges will be based on actual costs of equipment, time labor, and materials needed to install the service.

(Ord. No. 634, § 2, 1-8-13)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: H.2

SUBJECT: Publication of Ordinance No. 753 Amending the City of Truth or Consequences Code of Ordinances, by Amending Section 14-95 of the Code Pertaining to Water Connection Fees

DEPARTMENT: City Manager's Office

DATE SUBMITTED: April 27, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Arnie Castaneda-W/WW Director

Summary/Background:

The current rates/fees are not covering product and installation and in need of increase to cover contemporary dollar values.

Recommendation:

Approval of Publication.

Attachments:

- Ordinance No. 753
- [Click here to enter text.](#)

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 5-10-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 753

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 14-95 OF THE CODE PERTAINING TO WATER CONNECTION FEES

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

Section one. That section 14-95 of the Code of Ordinances of the City of Truth or
Consequences be amended so that such section shall read as follows:

SEC. 14-95. - WATER CONNECTION FEES.

(a) Water service tap fees:

Size Charge	
¾"	\$675.00 \$1,200.00
1"	\$867.00 \$1,300.00
1 ½"	\$1,500.00
2"	\$2,057.00 \$2,000.00
4"	\$3,000.00
6"	\$4,000.00
8"	\$6,000.00

Costs for installation of services in excess of two inches will be estimated at the time of the service request. It is not the policy of the City to stock material for services larger than two inches. The estimate will be based upon costs of equipment, time, labor, and material in effect at the time of the service request.

(b) Facilities provided in tap fee:

(1) Excavation of trench to within 18 inches of the Customer's property line with a maximum trench length of 25 feet.

(2) Provide and install service saddle, corporation stop, curb stop, and ~~plastic~~ service line to a maximum of 25 feet.

(3) Meter box and meter with two meter couplings.

(4) Backfill and compact trench with rock and gravel free soil.

(c) Additional charges: There will be additional charges to the basic water service tap fee under the following circumstances:

(1) Excavation of trench for distances greater than 25 feet;

(2) Excavation of service line for distances greater than 25 feet;

(3) Soil or surface conditions that require the use of equipment other than our standard backhoe or trencher; or

(4) Removal and replacement of surface in paved streets or alleys.

The additional charges will be based on actual cost of equipment, time labor, and materials needed to install the service.

(Ord. No. 634, § 1, 1-8-13)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: H.3

SUBJECT: Discussion/Action: Ordinance No. 754 introduction authorizing the issuance of Joint Utility System Improvement Revenue Bonds Series 2023

DEPARTMENT: Community Development

DATE SUBMITTED: May 4, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead

Summary/Background:

Authorizing The Issuance of The City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2023, In the Principal Amount of Five Million Four Hundred Fifty-Seven Thousand Dollars (\$5,457,000) for the Purpose of Acquiring, Extending, Enlarging, Bettering, Repairing or Otherwise Improving the City's Water System;

Recommendation:

Approve introduction of Ordinance No. 754

Attachments:

- Ordinance 754
-

Fiscal Impact (Finance): Yes

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-10-2023

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

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 24th day of May, 2023, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present: _____

Absent: _____

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

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 754

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2023, IN THE PRINCIPAL AMOUNT OF FIVE MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$5,457,000) FOR THE PURPOSE OF ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE CITY'S WATER SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

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

WHEREAS, the City of Truth or Consequences, Sierra County, New Mexico, is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the City now owns, operates and maintains a public water utility, and which the City hereby declares shall be continued to be operated as a public utility; and

WHEREAS, the City has heretofore provided for the imposition of rates and charges against users of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated December 30, 2011, in the aggregate principal amount of \$256,000, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated August 17, 2012 in the aggregate principal amount of \$1,424,865, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated October 1, 2012 in the aggregate principal amount of \$165,741, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated March 21, 2014, in the aggregate principal amount of \$64,000, which loan agreement is payable from, and has a subordinate lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated January 8, 2016 in the aggregate principal amount of \$75,000, which loan agreement is payable from, and has a subordinate lien on, the Net Revenues of the System; and

WHEREAS, the City issued its Joint Utility System Improvement Revenue Bonds, Series 2016 in the aggregate principal amount of \$910,000 on May 11, 2016 which Series 2016 Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS the City issued its Joint Utility System Improvement Revenue Bonds, Series 2019A in the aggregate principal amount of \$715,000 on September 5, 2019 which Series 2019A Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS the City issued its Joint Utility System Improvement Revenue Bonds, Series 2019B in the aggregate principal amount of \$315,000 on September 5, 2019 which Series 2019B Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated February 18, 2022 in the aggregate principal amount of \$1,320,907, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, other than as identified in this Ordinance, the City has not pledged nor in any way hypothecated revenues derived from the System, or any part thereof, to the payment of any bonds or any other obligations now outstanding or for any other purpose; and

WHEREAS, the City is authorized under the Act to issue revenue bonds for the Project and the Series 2023 Bonds shall be issued pursuant to the Act; and

WHEREAS, the issuance of the Series 2023 Bonds will provide for the preservation of the public health, peace and safety; and

WHEREAS, it is in the best interest of the City that the Series 2023 Bonds be issued with a first lien on the Net Revenues; and

WHEREAS, the United States of America has offered to purchase the Series 2023 Bonds, in the principal amount of \$5,457,000 at par and at an interest rate of 2.125% per annum pursuant to this Ordinance, plus accrued interest, if any, to the date of delivery; and

WHEREAS, all required authorizations, consents or approvals of any state, governmental body, agency or authority, in connection with the authorization, execution and delivery of the Series 2023 Bonds which are required to have been obtained by the date hereof have been obtained, and which will be required to be obtained prior to the date of the issuance of the Series 2023 Bonds, will have been obtained by such date.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

Section 1. Definitions. In addition to words and terms elsewhere defined in this Ordinance, the following words and terms shall have the following meanings:

“Act” means the powers of the City under the authority given by the provisions of Sections 3-31-1 through 3-31-12 NMSA 1978, as amended and supplemented, and all enactments of the Commission relating to the issuance of the Series 2023 Bonds.

“Asset Management Reserve Fund” means a reserve fund created herein and funded from Net Revenues in the amount of \$14,238 monthly.

“Bond Fund” means the “City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2023, Interest and Bond Retirement Fund” created by Section 16 hereof.

“Bondholder”, “holder” or “owner” means any registered owner of the Series 2023 Bonds.

“City” means the municipal corporation, a body corporate and politic known as the “City of Truth or Consequences, New Mexico.”

“Commission” means the City Commission, or any succeeding legislative body of the City, as such governing body from time to time may be constituted and authorized to act and approve actions by a properly constituted quorum.

“Construction Fund” means the “City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2023, Construction Fund” created by Section 14 hereof.

“Consulting Engineer” means any registered or licensed professional engineer or firm of such engineers having a wide and favorable repute for skill and experience in the field of designing, preparing plans and specifications for, and supervising construction of water systems and facilities entitled to practice and practicing as such under the laws of the State of New Mexico.

“Debt Service Schedule” means the payment schedule for the Series 2023 Bonds as provided by the Purchaser, as the same may be revised in the event of partial prepayment of the Series 2023 Bonds.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the City as its fiscal year.

“Herein” or “hereby” or “hereunder” or “hereof” or “hereinbefore” or “hereinafter” refers to this Ordinance and not solely to the particular portion thereof in which such word is used.

"Income Fund" means the "Water Utility System Gross Income Fund" created by Section 16 hereof.

"Independent Accountant" means an accountant employed by the State of New Mexico and under supervision of the State Auditor or any certified public accountant, registered accountant, or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the City who (a) is, in fact, independent and not under the domination of the City, (b) does not have any substantial interest, direct or indirect, with the City, and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

"Insured Bank" means a bank or savings and loan association insured by an agency of the United States and which invests public funds in accordance with the provisions of Section 6-10-10 NMSA 1978, as amended.

"Loan Resolution" means Form 1780-27 (City Resolution No. 18 19/20) as approved and adopted by the Commission on April 12, 2023 relating to a loan of \$5,457,000 and a grant of \$3,930,000 and signed by the Mayor.

"Mayor" means the Mayor of the City, or if the form of government of the City is changed, the presiding officer of the City no matter how such officer may be designated.

"Net Revenues" means the Gross Revenues of the System less operation and maintenance expenses, which net revenues are pledged to the payment of the Series 2023 Bonds are provided herein.

"NMFA" means the New Mexico Finance Authority.

"NMFA Loan Agreement (2011)" means the loan agreement dated December 30, 2011, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$256,000, which has a parity lien on Net Revenues of the System.

"NMFA Loan Agreement (2012A)" means the loan agreement dated August 17, 2012, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$1,424,865, which has a parity lien on Net Revenues of the System.

"NMFA Loan Agreement (2012B)" means the loan agreement dated October 1, 2012, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$165,741, which has a parity lien on Net Revenues of the System.

"NMFA Loan Agreement (2014)" means the loan agreement dated March 21, 2014, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$64,000, which has a subordinate lien on Net Revenues of the System.

"NMFA Loan Agreement (2016)" means the loan agreement dated January 8, 2016, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$75,000, which has a subordinate lien on Net Revenues of the System.

"NMFA Loan Agreement (2022)" means the loan agreement dated February 18, 2022, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$1,320,907, which has a parity lien on Net Revenues of the System.

"NMSA 1978" means the compilation of the laws of the State of New Mexico known as New Mexico Statutes Annotated, 1978 Compilation, as from time to time amended and supplemented.

"Operation and Maintenance Fund" means the "Operation and Maintenance Fund" continued herein.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the System, and shall include without limiting the generality of the foregoing, insurance premiums, reasonable charges of depository banks, paying agents and bond registrars, contractual services, professional services required by this Ordinance, salaries and System administrative expenses, labor, cost of materials and supplies used for current operations, legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System, any payments made to the City's general fund as payments in lieu of franchise taxes or fees or other City taxes or fees or other similar payments or transfers to other funds of the City, but shall not include any allowance for depreciation, liabilities incurred by the City as the result of negligence in the operation of the System, costs of improvements, extensions, enlargements or betterments, or any charges for the accumulation of reserves for capital replacements.

"Ordinance" means this ordinance.

"Outstanding" or "outstanding" means, on any particular date, the aggregate of such bonds issued and delivered under the City ordinance authorizing the issuance of such bonds except:

A. Those cancelled at or prior to such date or delivered to or acquired by the City at or prior to such date for cancellation;

B. Those which have been paid or are deemed to be paid in accordance with the City ordinance authorizing the issuance of the applicable bonds or otherwise relating thereto; and

C. Those in lieu of or in exchange or substitution for which other bonds have been delivered, unless proof satisfactory to the City and paying agent for the applicable bonds is presented that any bond for which a new bond was issued or exchanged is held by a bona fide holder in due course.

“Parity Obligations” or “Parity Bonds” means the NMFA Loan Agreement (2011), NMFA Loan Agreement (2012A), NMFA Loan Agreement (2012B), Series 2016 Bonds, Series 2019A Bonds, Series 2019B Bonds, NMFA Loan Agreement (2022), and any other bonds and other obligations now or hereafter issued or incurred payable from the Net Revenues and issued or incurred with a lien on the Net Revenues on parity with the Series 2023 Bonds.

“Paying Agent” means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2023 Bonds.

“Project” means acquiring, extending, enlarging, bettering, repairing or otherwise improving the System as approved by the Rural Utilities Service.

“Purchaser” means the United States of America to whom the Series 2023 Bonds are to be originally sold and delivered.

“Registrar” means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2023 Bonds.

“Required Reserve Fund Deposit” means the monthly amount required to be deposited in the Debt Service Reserve Fund as described in Section 17(C) hereof.

“Revenues”, “Gross Revenues”, “income” or “gross income” means all income and revenues (including but not limited to interest income from the investment of System revenues) derived by the City from the operation of the System, or any part thereof, whether resulting from improvements, extensions, enlargements, repairs or betterments to the System, or otherwise, and includes all revenues derived by the City or any municipal corporation succeeding to the rights of the City, from the System and from the sale and use of water service and facilities, or any combination thereof, to the residents of what is now the City (including all territorial annexations which may be made while the Series 2023 Bonds or any part thereof are outstanding), or from the sale and use of water service and facilities, by means of the System owned and operated by the City as the same may at any time exist to serve customers outside the City limits as well as customers within the City limits.

“Rural Utilities Service” means the United States Department of Agriculture, Rural Utilities Service.

“Series 2016 Bonds” means the City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2016 issued on May 11, 2016 in the aggregate amount of \$910,000, which bonds have a parity lien on Net Revenues of the System.

“Series 2019A Bonds” means the “City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019A” issued on September 5, 2019 in the aggregate amount of \$715,000, which bonds have a parity lien on Net Revenues of the System.

“Series 2019B Bonds” means the “City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019B” issued on September 5, 2019 in the aggregate amount of \$315,000, which bonds have a parity lien on Net Revenues of the System.

“Series 2023 Bonds” means the “City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2023” authorized by Section 5 hereof.

“Service Area” means the area served by the System, whether situated within or without the limits of the City.

“System” or “Utility” means the municipally owned public utility designated as the City's water utility system, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Commission as part of the water utility system, whether situated within or without the limits of the City.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Commission and the officers of the City directed toward the Project and toward the issuance of the Series 2023 Bonds and the sale of the Series 2023 Bonds to the Purchaser is hereby ratified, approved and confirmed.

Section 3. Authorization of Project. The Project shall be constructed and acquired at a total estimated cost not exceeding \$9,417,000 with costs in excess of the amount of the purchase price of the Series 2023 Bonds to be defrayed from sources other than proceeds from the issuance of the Series 2023 Bonds.

Section 4. Findings. The Commission hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. It is in the best interest of the City and its residents to undertake the sale of the Series 2023 Bonds.

B. Moneys available for the Project from all sources other than the issuance of the Series 2023 Bonds are not sufficient to accomplish the Project.

C. The issuance by the City of the Series 2023 Bonds under the Act to provide funds for the Project is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City.

D. The Net Revenues may lawfully be pledged to secure the payment of the Series 2023 Bonds as set forth herein.

E. The net effective interest rate on the Series 2023 Bonds is less than the statutory maximum of 12% per annum.

Section 5. The Series 2023 Bonds.

A. Authorization. Pursuant to the findings of Section 4 hereof, it is hereby declared that the City, pursuant to the Act, shall issue and sell the Series 2023 Bonds. The Series 2023 Bonds, in the principal amount of \$5,457,000, are hereby authorized to be issued and sold at par to the Purchaser.

B. Details of the Series 2023 Bonds. There are hereby authorized and created a series of bonds designated as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2023."

The Series 2023 Bonds shall be dated as of the date of issuance and delivery, shall be originally issued as one bond in the denomination of \$5,457,000, numbered R-1, shall be payable to the registered owner, shall bear interest on the outstanding principal amount of the Series 2023 Bonds at a rate of 2.125% per annum, calculated on the basis of a 365-day year, actual number of days elapsed. Both principal and interest on the Series 2023 Bonds shall be payable in equal monthly installments commencing on or about August 1, 2023 and continuing on the 1st day of each month until the principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid in accordance with the terms of the Series 2023 Bonds, shall be come due and payable on August 1, 2063 (each installment being applied first to interest due and then to unpaid principal).

The form, term, and provisions of the Series 2023 Bonds, in the form set forth in Section 12 hereof are hereby approved with only such changes therein as are not inconsistent with this Ordinance.

Section 6. Prior Redemption.

A. Optional Redemption, Date and Price. The Series 2023 Bonds, on and after July 1, 2033, are subject to prior redemption at the option of the City on any date, in whole or in part, as the City may determine, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Additionally, any Series 2023 Bonds owned by the United States of America are subject to redemption prior to maturity, on any date without restriction, in whole or in part, as the City may determine, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Any partial redemption of the Series 2023 Bonds shall be in inverse order of principal maturity and, after principal redemptions, if any, interest thereafter shall accrue only upon the then outstanding principal amount of Series 2023 Bonds.

B. Notice. Notice of redemption shall be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of the Series 2023 Bonds to be redeemed at the address shown on the registration books kept by the Registrar as of the close of business of the Registrar on the fifth day prior to the mailing of notice. Notice of redemption shall specify the principal amount to be redeemed, the date fixed for redemption, and that on such redemption date there will

become and be due and payable at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner provided above, the principal amount of the Series 2023 Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the principal amount of the Series 2023 Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the principal amount of the Series 2023 Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Series 2023 Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the principal amount of the Series 2023 Bonds so called for redemption plus accrued interest to the redemption date.

Section 7. Signatures, Execution and Authentication of Series 2023 Bonds.

A. Filing of Signatures. Prior to the execution of any Series 2023 Bond, the Mayor and City Clerk-Treasurer may each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath pursuant to Sections 6-9-1 to 6-9-6 NMSA 1978, as amended; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Series 2023 Bonds.

B. Execution. The Series 2023 Bonds shall be signed with the engraved, imprinted, stamped or otherwise reproduced facsimile of the signature, or the manual signature, of the Mayor and shall be attested with the facsimile or the manual signature of the City Clerk-Treasurer. There shall be affixed to each Series 2023 Bond the printed, engraved, stamped or otherwise placed facsimile of, or imprint of, the City's corporate seal. The Series 2023 Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar. The Series 2023 Bonds when authenticated and bearing the manual or facsimile signature of the officers in office at the time of signing thereof shall be valid and binding special obligations of the City, notwithstanding that before delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer, at the time of the execution of the Series 2023 Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Series 2023 Bonds or certificates pertaining to the Series 2023 Bonds.

C. Authentication. No Series 2023 Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been fully executed if manually signed and inscribed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2023 Bonds issued hereunder.

Section 8. Negotiability. The Series 2023 Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Bondholder shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code--Investment Securities.

Section 9. Payment and Presentation of Series 2023 Bonds for Payment. Principal and interest on the Series 2023 Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal and interest on the Series 2023 Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 5th calendar day next preceding the payment date (the "Record Date"). If any payment on the Series 2023 Bonds remains unpaid when due, the payment shall continue to bear interest at the rate or rates designated in, and applicable to, the Series 2023 Bonds. The records of the Paying Agent and the Registrar with respect to payments paid to the registered owners of the Series 2023 Bonds shall be conclusive and no posting or notation of payments on the Series 2023 Bond forms shall be required.

Section 10. Registration, Transfer, Exchange and Ownership of Series 2023 Bonds.

A. Registration, Transfer and Exchange. The City shall cause books for registration, transfer, and exchange of the Series 2023 Bonds as provided herein to be kept at the principal office of the Registrar. At all times while the Series 2023 Bonds are held or insured by the United States of America, the Series 2023 Bonds shall be registered only in the name of "United States of America". The principal of and interest payable on the Series 2023 Bonds may be separately registered on the registration books at the request of the United States of America. Subject to the restrictions set forth in the preceding sentence, upon surrender for transfer or exchange of the fully registered Series 2023 Bonds at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall, without cost to the registered owner, authenticate and deliver, not more than three (3) business days after receipt of the Series 2023 Bonds to be transferred, in the name of the transferee or registered owner, as appropriate, a new Series 2023 Bond or Series 2023 Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

B. Limitations. The Registrar shall not be required to transfer or exchange any Series 2023 Bonds (i) during the period of fifteen (15) days next preceding mailing of notice calling the Series 2023 Bonds for prior redemption as herein provided, or (ii) after mailing to the registered owner of notice calling such Series 2023 Bonds for prior redemption as herein provided. The Registrar shall close books for change of registered owners' addresses five (5) days prior to each payment date. Transfers shall be permitted within the five (5) days prior to each payment date; such transfer shall not include a transfer of the principal and interest payable on such payment date.

C. Owner of Series 2023 Bonds. The entity in whose name the Series 2023 Bonds are registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on the Series 2023 Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and

effectual to satisfy and discharge the liability upon such Series 2023 Bonds to the extent of the sum or sums so paid.

D. Lost Series 2023 Bonds. If the Series 2023 Bonds shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Series 2023 Bonds, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, authenticate and deliver replacement Series 2023 Bonds of a like aggregate principal amount and of the same series, maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Series 2023 Bonds shall have matured, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

Section 11. Special Obligations. The Series 2023 Bonds, together with interest accruing thereon, shall be payable and collectible solely out of Net Revenues, the revenues of which are so pledged, and the Bondholders may not look to any general or other municipal fund for the payment of principal and interest on such obligations, except the designated special funds pledged therefor. The Series 2023 Bonds shall not constitute indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City. Nothing herein shall prevent the City from using any other legally available funds for the payment of the principal of and interest on the Series 2023 Bonds, in its sole discretion.

Section 12. Form of Series 2023 Bonds. The Series 2023 Bonds and the forms of authentication and assignment to be attached thereto shall be in substantially the following form with such changes therein as are not inconsistent with this Ordinance.

(Form of Series 2023 Bonds)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO COUNTY OF SIERRA
CITY OF TRUTH OR CONSEQUENCES
WATER SYSTEM IMPROVEMENT REVENUE BONDS
SERIES 2023

No. R-1 \$5,457,000

Interest Rate	Maturity Date	Date of Bonds
2.125%	_____, 2063	_____, 2023

REGISTERED OWNER: UNITED STATES OF AMERICA

PRINCIPAL AMOUNT: FIVE MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND DOLLARS

The City of Truth or Consequences, New Mexico (the "City") for value received, hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner

provided for herein, to the Registered Owner stated above, or its registered assigns, in lawful money of the United States of America the principal amount stated above, together with interest thereon, in the amounts and on the dates set forth in the debt service schedule provided by the Registered Owner, until full payment of the principal amount plus accrued interest has been made. This bond shall bear interest on the outstanding principal amount hereof at the rate of 2.125% per annum, calculated on the basis of a 365-day year, actual number of days elapsed. Both principal and interest on the Series 2023 Bonds shall be payable in equal monthly installments commencing August 1, 2023 and continuing on the 1st day of each month until the principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid in accordance with the terms of the Series 2023 Bonds, shall be come due and payable on August 1, 2063 (each installment being applied first to interest due and then to unpaid principal). Payment of principal and interest of the Series 2023 Bonds shall be made through an electronic preauthorized debt system to the registered owner shown on the registration books of the City, which shall be maintained by the City Clerk-Treasurer, as Registrar. Final payment shall be payable upon presentation and surrender of the Series 2023 Bonds to the City Clerk-Treasurer, as Paying Agent. The principal of and interest payable on the Series 2023 Bonds may be separately registered on the registration books at the request of the United States of America. If any payment of this bond is not made as herein provided, the payment shall continue to bear interest at the Interest Rate stated above until the payment is paid in full. The principal and interest on this bond are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent or Registrar.

This bond is a fully registered bond of the City in the aggregate principal amount of \$5,457,000, designated as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2023" (the "Series 2023 Bonds") issued under and pursuant to City Ordinance No. 754 (the "Bond Ordinance").

FOR PURPOSES OF SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED TO DATE OF ORIGINAL DELIVERY OF THIS BOND, THE CITY HAS DESIGNATED THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS."

This bond may be redeemed, in whole or in part, at the option of the City on any date on or after July 1, 2033 at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Additionally, if this bond is owned by the United States of America, it may be redeemed on any date without restriction, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

Notice of redemption will be given by providing at least thirty (30) days prior written notice by first-class, postage prepaid mail to the owner of the Series 2023 Bonds, to be redeemed at the address shown on the registration books as of the close of business of the Registrar on the fifth day prior to the mailing of notice. The notice of redemption shall specify the redemption date and the principal amount thereof, plus accrued interest to the redemption date, and that from and after such date interest will cease to accrue. Notice having been given in the manner provided above, the Series 2023 Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the Series 2023 Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Series 2023

Bonds to be redeemed shall not be deemed to be outstanding and shall cease to bear interest from and after such redemption date.

At all times while the Series 2023 Bonds are held or insured by the United States of America, the Series 2023 Bonds shall be registered only in the name of "United States of America". Subject to the restrictions set forth in the preceding sentence, upon surrender for transfer or exchange of this bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar will authenticate and deliver in the name of the transferee or registered owner, as appropriate, a new bond in fully registered form of the same outstanding principal amount, maturity and interest rate, in an authorized denomination. The person in whose name any Bond is registered will be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal of and interest on the Series 2023 Bonds will be made only to or upon the order of the registered owner thereof or his legal representative. All such payments will be valid and effectual to satisfy and discharge the liability upon the Series 2023 Bonds to the extent of the sum so paid.

This bond and the payments of principal hereof and interest hereon do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the City and is payable and collectible solely out of the net revenues of the City's water utility system (the "Net Revenues") as more particularly described in the Bond Ordinance. The holder of this bond may not look to any general or other municipal fund for payment of the principal of or interest on this bond. The City has covenanted to pay the Net Revenues an amount sufficient to pay specified operation and maintenance expenses of the System, the monthly Required Reserve Fund Deposit, the Asset Management Reserve Fund deposit (each as defined in the Bond Ordinance), and the regularly scheduled payments on the Series 2023 Bonds and other Parity Obligations when due. For a more complete description of the nature and extent of the security, including the monthly deposits to the various reserve funds afforded by the Bond Ordinance for the payment of the principal of and interest on the Series 2023 Bonds, reference is made to the Bond Ordinance.

The Series 2023 Bonds are issued by the City for the purpose of acquiring, extending, enlarging, bettering, repairing or otherwise improving the City's Water Utility System (the "Project").

The Series 2023 Bonds are secured by a pledge of the Net Revenues. The Series 2023 Bonds constitute an irrevocable first lien (but not an exclusive first lien) upon the Net Revenues on parity with the lien thereon of the City's outstanding Parity Obligations (as defined in the Bond Ordinance). Additional bonds may be issued and made payable from the Net Revenues, subject to express conditions, having a lien thereon on parity with the lien of the Series 2023 Bonds in accordance with the provisions of the Bond Ordinance. The City covenants and agrees with the owner of this bond and with each and every person who may become the owner hereof that it will keep and perform all of the covenants of the Bond Ordinance.

The Series 2023 Bonds will not be entitled to any benefit under the Bond Ordinance or become valid or obligatory for any purpose until an authorized officer of the Registrar has manually signed the Certificate of Authentication hereon.

It is hereby certified that all acts and conditions necessary to be done or performed by the City or to have happened precedent to and in the issuance of the Series 2023 Bonds to make them legal, valid and binding special obligations of the City have been performed and have happened, as required by law, and that the Series 2023 Bonds do not exceed or violate any constitutional, statutory or charter limitation. No member of the City Commission, or any officer or employee of the City, including those executing this bond, shall be personally liable on any Series 2023 Bonds.

IN WITNESS WHEREOF, the City of Truth or Consequences, in the State of New Mexico, has caused this bond to be signed and executed on the City's behalf by the signatures of its Mayor and City Clerk-Treasurer and has caused the seal of the City to be affixed hereon all as of the Date of Bond specified above.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

By _____
Mayor

[SEAL]

By _____
Clerk-Treasurer

(Form of Certificate of Authentication)

Date of Registration: _____

This bond is one of the Series 2023 Bonds authorized to be issued by and under the provisions of the Bond Ordinance.

By _____
Clerk-Treasurer
Truth or Consequences, New Mexico

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT CLAUSE

For value received, the undersigned sells, assigns and transfers unto _____, whose social security or tax identification number is _____, the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ as legal representative to transfer the within bond on the books of the Registrar, with full power of substitution in the premises.

DATED: _____

NOTE: The above signature must correspond with the name as written on the face of the within bond in every particular.

(End of Form of Assignment)

(End of Form of Bonds)

Section 13. Sale of Series 2023 Bonds. The sale and award of the Series 2023 Bonds to the Purchaser are hereby ratified, approved and confirmed. The Mayor and other City officers are hereby authorized to do all things necessary and consistent with this Ordinance in connection with the sale, issuance and delivery of the Series 2023 Bonds.

Section 14. Delivery of the Series 2023 Bonds and Disposition of Proceeds. When the Series 2023 Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser. By purchasing the Series 2023 Bonds, the United States of America agrees to pay to the City the principal amount of the Series 2023 Bonds.

The City shall account for the proceeds of the Series 2023 Bonds as follows:

A. Accrued Interest. The Series 2023 Bonds shall be dated as of the date of actual issuance and delivery and no accrued interest shall be payable by the United States of America for the period prior to the date of actual issuance and delivery of the Series 2023 Bonds.

B. Sale Proceeds. The proceeds from the sale of the Series 2023 Bonds shall be deposited promptly upon the receipt thereof in a separate account in an Insured Bank, designated by the City, which account is hereby created and shall be known as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2023, Construction Fund." The Insured Bank shall be required to pledge collateral security for all deposits in the Construction Fund in accordance with the laws of the State of New Mexico, and laws and regulations of the United States of America. The monies in the Construction Fund, except

as herein otherwise specifically provided, shall be used and paid out solely for the purposes specified in this Ordinance.

C. Purchaser Not Responsible. The Purchaser of the Series 2023 Bonds shall not be responsible for the application or disposal by the City or by its officers of the funds derived from the sale thereof or of any other funds herein designated.

Section 15. The Construction Fund.

A. Withdrawals. Monies shall be withdrawn from the Construction Fund for the Project upon warrants or checks drawn and signed by the Mayor and the City Clerk-Treasurer.

No such warrant or check for any sum for any actual construction work or purchase of construction materials pursuant to the terms and provisions of construction contracts shall be issued until the City has received engineering approval certifying that such sum is due and owing for work under such contracts and has received approval and concurrence for such payment from the Rural Utilities Service. The designated engineering approval shall be by the Consulting Engineer whose approval must be in the form of a written certificate stating that the payment therein approved is being made to pay for materials supplied or work satisfactorily completed in substantial accordance with the plans and specifications for the work involved. The designated Rural Utilities Service approval shall be in the form of a written certificate stating that the Rural Utilities Service has reviewed the request for payment and has concurred with making the payment. Such certificates of approval shall be in appropriate form, shall be signed by the Consulting Engineer or his duly authorized representative or by an authorized representative of the Rural Utilities Service, as applicable, and shall be filed with the City Clerk-Treasurer and the Insured Bank holding the Construction Fund.

B. Disposition of Unspent Amounts in the Construction Fund. When all work on the Project is completed in accordance with the plans and specifications and all amounts due therefor are paid, the Consulting Engineer and the Rural Utilities Service shall file with the Insured Bank and the City Clerk-Treasurer a certificate so stating, and thereupon the Insured Bank shall transfer to the Bond Fund all funds remaining in the Construction Fund, if any, and such proceeds shall be promptly used to pay debt service on the Series 2023 Bonds.

Section 16. Special Funds.

A. The Income Fund is hereby continued. The Water Utility System Gross Income Fund shall be used for the deposit of the Gross Revenues of the System and shall be a special fund, not part of the general treasury or general fund of the City.

B. The Operation and Maintenance Fund is hereby continued as a separate account in the Income Fund and shall be used for the deposit of revenues of the System to be used for the payment of Operation and Maintenance Expenses of the System as set forth in Section 17 of this Ordinance.

C. The Bond Fund is hereby created as a separate account in the Income Fund and shall be used for deposit of Net Revenues of the System to be used for the payment of principal and interest on the Series 2023 Bonds as set forth in Section 17 hereof.

D. The Debt Service Reserve Fund is hereby created as a separate account in the Income Fund and shall be used as set forth in Section 17 hereof.

E. The Asset Management Reserve Fund is hereby created as a separate account in the Income Fund and shall be used as set forth in Section 17 hereof.

Section 17. Administration of Income Fund. So long as the Series 2023 Bonds shall be outstanding either as to principal or interest, or both, the Gross Revenues of the System shall be set aside and deposited into the Income Fund and the following monthly payments shall be made from the Income Fund:

A. Operation and Maintenance Expenses. Money in the Income Fund shall first be disbursed to make deposits into the Operation and Maintenance Fund. There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current Operation and Maintenance Expenses of the month plus an amount equal to 1/12th of the Operation and Maintenance Expenses payable on an annual basis such as insurance.

B. Bond Fund. Second and concurrently with the monthly payments required by paragraphs C, D and G of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited to the Bond Fund the following:

(1) Monthly, commencing on the first of the month immediately succeeding the issuance and delivery of the Series 2023 Bonds, an amount which is necessary, together with any moneys therein and available therefor, to pay the payment of principal and interest on the Series 2023 Bonds as provided in the Debt Service Schedule; and

(2) If prior to any payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next payment of principal and interest, the payment required in subparagraph (1) of this subsection, may be appropriately reduced; but the required monthly amounts shall again be credited to the Bond Fund commencing on the applicable payment date.

Except as provided in paragraph I of this Section, the moneys in the Bond Fund shall be used only to pay the principal of and interest on the Series 2023 Bonds as the same become due.

C. Debt Service Reserve Fund. Concurrently with the monthly payments required by paragraphs B, D and G of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited in the Debt Service Reserve Fund, monthly, commencing on the first day of the month immediately succeeding delivery of the Series 2023 Bonds, an amount equal to one-one hundred

and twentieth (1/120) of the average annual principal and interest installment payment on the Bonds ("Required Reserve Fund Deposit"). Monthly payments of the Required Reserve Fund Deposit shall be made into the Debt Service Reserve Fund until there is accumulated one annual installment of principal and interest due on the Bonds. The accumulated amounts of the Required Reserve Fund Deposits in the Debt Service Reserve Fund shall be maintained as a continuing reserve to be used, with the approval of the Rural Utilities Service or the registered owner of the Series 2023 Bonds, only (i) to prevent deficiencies in the payment of the principal of and interest on the Series 2023 Bonds resulting from the failure to deposit into the Bond Fund sufficient funds to pay said principal and interest as the same become due, (ii) for paying the cost of repairing or replacing any damage to facilities constituting a part of the System caused by catastrophe, (iii) for extensions or improvements to facilities constituting a part of the System, and (iv) for repairing or replacing of short-lived assets which have a useful life significantly less than the final maturity date of the Series 2023 Bonds. After any use of moneys in the Debt Service Reserve Fund for an approved purpose as set forth in the preceding sentence, monthly deposits of the Required Reserve Fund Deposit shall continue until there is accumulated one annual installment of principal and interest due on the Bonds. Moneys on deposit in the Debt Service Reserve Fund to the extent in excess of the amount which may be held in a "reasonably required reserve fund" within the meaning of the Internal Revenue Code of 1986, as amended, and applicable U.S. Treasury Regulations (collectively, the "Code") shall not be invested at a yield in excess of the yield on the Series 2023 Bonds or in any other manner which would cause the Series 2023 Bonds to become "arbitrage bonds" within the meaning of the Code or otherwise cause interest on the Series 2023 Bonds to become includible in gross income of the registered owner thereof for federal income tax purposes under the Code.

D. Payment of the Additional Parity Obligations. Concurrently with the payments required by paragraphs B, C and G of this Section, and subject to and after the payments required by paragraph A of this Section, any balance remaining in the Income Fund shall be used by the City for the payment of principal of and interest on the Parity Obligations (including, in each case, reserves therefor), if any, issued and payable from the Net Revenues, as the same accrue.

E. Defraying Delinquencies in the Bond Fund and the Debt Service Reserve Fund. If, in any month, the City shall, for any reason, fail to pay into the Bond Fund the full amount above stipulated from the Net Revenues, then an amount equal to the difference between that paid from the Net Revenues and the full amount so stipulated shall be paid into the Bond Fund from the Debt Service Reserve Fund. If, in any month, the City shall, for any reason, fail to pay into the Debt Service Reserve Fund the Required Reserve Fund Deposit, the difference between the amount paid and the amount of the Required Reserve Fund Deposit shall be paid therein from the first Net Revenues thereafter received from the operation of the System not required to be otherwise applied.

F. Termination upon Deposits to Maturity. No payment need be made into the Bond Fund, the Debt Service Reserve Fund, or both, if the amount in the Bond Fund and the amount in the Debt Service Reserve Fund total a sum at least equal to the entire amount of the outstanding Series 2023 Bonds, both as to principal and interest to their maturities, and both accrued and not accrued, in which case, moneys in the two funds in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same become due,

and any moneys in excess thereof in the two funds and any other moneys derived from the operation of the System may be used as provided in this Section.

G. Asset Management Reserve Fund. Concurrently with the monthly payments required by paragraphs B, C and D of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited in the Asset Management Reserve Fund, monthly, commencing on the first day of the month immediately succeeding delivery of the Series 2023 Bonds, an amount equal to \$14,238 until the total aggregate amount deposited annually in the Asset Management Reserve fund totals \$170,861. The accumulated amounts of the deposits in the Asset Management Reserve Fund shall be maintained as a continuing reserve to be used, with the approval of the Rural Utilities Service or the registered owner of the Series 2023 Bonds, only for repairing or replacing short-lived assets which have a useful life significantly less than the final maturity date of the Series 2023 Bonds. After any use of moneys in the Asset Management Reserve Fund for an approved purpose as set forth in the preceding sentence, monthly deposits shall continue and there shall be no requirement that the money so used be replenished from the Income Fund or any other available moneys of the City.

H. Payment of Subordinate Obligations. Third, and subject to and after the payments required by paragraphs A through G of this Section, from any monies remaining in the Income Fund, there shall be made the payment of interest on and principal of, and reserves for, additional bonds or other obligations hereafter authorized to be issued and payable from the Net Revenues with a lien thereon which is subordinate and junior to the lien thereon of Parity Obligations, including the NMFA Loan Agreement (2014) and NMFA Loan Agreement (2016).

I. Use of Surplus Revenues. Gross revenues accumulated over and above that needed to pay Operating and Maintenance Expenses and debt service and reserves for any outstanding obligations may only be retained or used to make prepayments on the Parity Obligations or subordinate obligations or for System improvements. Gross Revenues cannot be used to pay any expenses which are not directly incurred for the System.

Section 18. General Administration of Funds. The funds designated in Sections 16 and 17 shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be deposited in one or more bank accounts in an Insured Bank or Banks. Each fund shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the stated purpose. Payments shall be made into the proper account not later than the first day of the month except when the first day shall be a Sunday or legal holiday, and then payment shall be made on the next succeeding secular day. No later than three (3) days prior to each payment date, moneys sufficient to pay interest and principal then due on the Series 2023 Bonds shall be transferred to the Paying Agent. Nothing in this Ordinance shall prevent the Commission from establishing one or more bank accounts in an Insured Bank or Insured Banks for all the funds required by this Ordinance or, except for the Construction Fund which must be maintained as a

separate account, shall prevent the combination of such funds and accounts with any other bank account or accounts for other funds and accounts of the City.

B. Investment of Moneys. Moneys in any fund or account not immediately needed may be invested in any investment permitted by law. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Clerk-Treasurer shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

Section 19. Lien on Net Revenues. The Series 2023 Bonds shall constitute an irrevocable first lien (but not an exclusive first lien) on, and the City hereby grants to the owners of the Series 2023 Bonds a security interest in, the Net Revenues as set forth herein and on parity with any existing Parity Obligations or future Parity Obligations which may be issued. The Net Revenues are hereby authorized to be pledged and are hereby pledged and the City grants a security interest therein and in the funds on deposit in the Bond Fund and Debt Service Reserve Fund for the payment of the principal of and interest on the Series 2023 Bonds.

Section 20. Additional Bonds or Other Obligations Payable from Net Revenues.

A. Earnings Test. Nothing in this ordinance contained shall be construed to prevent the issuance by the City of additional Parity Obligations payable from the Net Revenues and constituting a lien upon said revenues on a parity with, but not prior or superior to the lien of the Series 2023 Bonds, nor to prevent the issuance of bonds or other obligations refunding all or a part of the Series 2023 Bonds, provided, however, that before any such additional Parity Obligations are authorized or actually issued, the following tests shall be satisfied:

(1) The City is not, and has not been in default as to making any payments required by Section 17 hereof during the twelve months immediately preceding the issuance of such additional Parity Obligations, or if none of the Series 2023 Bonds have been issued and Outstanding for a period of at least twelve months, then for the longest period of time any of such Series 2023 Bonds have been issued and Outstanding; and

(2) The Net Revenues for the Fiscal Year immediately preceding the date of issuance of such additional Parity Obligations shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined average annual principal and interest requirements coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations payable from and constituting a lien upon the Net Revenues and the additional Parity Obligations proposed to be issued (excluding any reserves therefor).

The foregoing limitations on the issuance of Parity Obligations shall not apply with regard to issuance of the Series 2023 Bonds or in the case of the issuance of additional Parity Obligations necessary to complete the Project in accordance with the original plans and specifications therefor.

B. Certification or Opinion of Earnings. A written certification or opinion by the Independent Accountant or City Clerk-Treasurer that Net Revenues for the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Obligations are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the proposed additional Parity Obligations on a parity with the Series 2023 Bonds.

C. Consideration of Additional Revenue Permitted. In determining whether or not additional Parity Obligations may be issued as aforesaid, consideration may be given to any probable increase in the estimated Net Revenues of the System that may result from the expenditure of funds proposed to be derived from the issuance and sale of the proposed additional Parity Obligations or an increase in System rates.

D. Subordinate Obligations Permitted. Nothing herein contained shall be construed to prevent the City from issuing bonds or other obligations payable from the revenues of the System and having a lien thereon subordinate, inferior and junior to the lien of the Series 2023 Bonds.

E. Superior Obligations Prohibited. Nothing herein contained shall be construed to permit the City to issue bonds or other obligations payable from the revenues of the System and having a lien thereon prior and superior to the lien of the Series 2023 Bonds.

F. Rural Utilities Service Consent Required. No additional bonds or other obligations payable from revenues of the System (including Parity Obligations and subordinate obligations) will be issued without the prior written consent of Rural Utilities Service.

Section 21. Refunding Bonds. The provisions of Section 20 hereof are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time the Commission shall find it desirable to refund the Outstanding Series 2023 Bonds, the Series 2023 Bonds may be refinanced and paid, in whole or in part, in advance of their maturity (but only with the consent of Rural Utilities Service, unless the obligations shall then mature or be callable). No refunding obligations shall be issued to advance refund or defease all or any portion of the Series 2023 Bonds as prohibited by 7 CFR 1780.94(j)(4). As required by the Loan Resolution, the City shall issue refunding obligations to pay and refinance the Outstanding Series 2023 Bonds, in whole or in part, at the request of Rural Utilities Service if at any time it shall appear to Rural Utilities Service that the City is able to refund the Outstanding Series 2023 Bonds by issuing bonds or obtaining a loan at reasonable rates and terms for bonds or loans for similar purposes and periods of time.

B. Limitations upon Issuance of Parity Refunding Obligations. No refunding bonds or other refunding obligations payable from any revenues of the System shall be issued on a parity with the Series 2023 Bonds, unless the refunding bonds or other refunding obligations are issued in compliance with paragraph A of Section 20 hereof.

C. Limitations upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from any revenues of the System shall be issued with such details as the Commission may provide by ordinance and only with the consent of Rural Utilities Service and in accordance with any applicable Rural Utilities Service regulations, so long as the United States of America is the holder and/or insurer of the Series 2023 Bonds.

Section 22. Protective Covenants. The City covenants and agrees with each and every holder of the Series 2023 Bonds:

A. Public Utility. The municipal water facilities of the City shall continue to constitute a public utility designated as the System and shall hereafter be operated and maintained as a public utility.

B. Use of Series 2023 Bonds Proceeds. The City, with the proceeds derived from, the sale of the Series 2023 Bonds, shall proceed with and complete acquisition and construction of the Project without delay.

C. Payment of the Series 2023 Bonds. The City shall promptly pay the principal of and interest on the Series 2023 Bonds at the place, on the dates, and in the manner specified herein. Principal and interest on the Series 2023 Bonds are payable solely from Net Revenues, and the special funds herein authorized for such purpose.

D. City's Existence. The City shall maintain its corporate identity and existence so long as the Series 2023 Bonds remain outstanding, unless another political subdivision or authority by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of the holder of the Series 2023 Bonds.

E. Impairment of Contract. Except with the approval of the holder of the Outstanding Series 2023 Bonds, the City agrees that this Ordinance shall not be repealed or otherwise directly or indirectly modified, in such a manner as to adversely affect the Outstanding Series 2023 Bonds.

F. Use Charges. Rates for services rendered by the System shall be reasonable and just, taking into account the cost and value of the System, Operation and Maintenance Expenses, proper allowances for depreciation and the amounts necessary to retire all bonds payable from Net Revenues, and any reserves therefor. There shall be charged against all users, including the City, rates and amounts, which shall be increased from time to time if necessary, sufficient to produce revenues to pay the annual Operation and Maintenance Expenses, the monthly Required Reserve Fund Deposit and deposits to the Asset Management Reserve Fund, and 120% of the combined average annual principal and interest requirements on all outstanding Parity Bonds and other obligations payable from Net Revenues. No free services of the System shall be furnished by the City. Any use of the System by the City shall be paid for from the City's general fund at the reasonable value of the use so made. Income so derived from the City shall be treated in the same manner as any other System income. The City is granted a statutory lien upon realty for unpaid rates and charges pursuant to Section 3-23-6 NMSA 1978. The City covenants and agrees

that it will cause any lien on each property to be perfected and enforced in accordance with the provisions of Sections 3-23-6 and 3-36-1 through 3-36-7 NMSA 1978.

G. Levy and Reduction of Charges. Prior to the delivery of the Series 2023 Bonds, the City has established and levied the required rates and charges for use of the System. No reduction in any initial rate schedule may be made unless:

(1) The City has complied with Section 17 hereof for at least one Fiscal Year immediately preceding such reduction;

(2) The audit for the one full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule will be sufficient to meet the requirements of paragraph F of this Section; and

(3) The City has obtained the written consent of the Rural Utilities Service if the United States of America is the holder of the Series 2023 Bonds.

H. Efficient Operation. The City shall operate the System as long as the Series 2023 Bonds are outstanding and shall make such improvements and repairs to the System as may be necessary to insure its economical and efficient operation and its ability to meet demands for service and its continual operation and maintenance in good condition.

I. Records of System. Separate records will be kept showing complete and correct entries of all transactions relating to the System. Such records shall include monthly entries showing the number of customers, the revenues received, a detailed statement of expenses, and such other items specified by the Rural Utilities Service.

J. Right to Inspect. The United States of America, any other owner of the Series 2023 Bonds or their duly authorized agents shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto.

K. Audits and Budgets. So long as the Series 2023 Bonds shall be Outstanding, the City shall furnish to the Purchaser, and to any owner or owners or insurers of the Series 2023 Bonds who has requested the same, not later than thirty (30) days after the close of each three-month fiscal period, complete operating and income statements of the System in reasonable detail covering such three-month period, and, not later than sixty (60) days after the close of each fiscal year, complete financial statements of the System to the owner of the Series 2023 Bonds covering such fiscal year. For a fiscal year in which an audit report is required under OMB Circular A-128 or the Purchaser's regulations as set forth in the Letter of Conditions issued to the City by the Purchaser, such report will take the place of the year-end financial statements and be submitted to the Purchaser within the timeframe required for the type of report submitted. In addition, the City will prepare and adopt prior to the beginning of each fiscal year, a budget for the ensuing fiscal year for the System, such budget to include an estimate of revenues and expenses during such fiscal year. The City will furnish a copy of each annual report and budget to Rural Utilities Service when available and without request, and to any other owner of the Series 2023 Bonds upon request.

L. Billing Procedure and Discontinuance of Service. All System bills shall be sent out on a regularly established day of each month in advance or after service is rendered. If bills are not paid within a reasonable time after such date, they shall be collected in any lawful manner. Upon nonpayment of charges, water service will be discontinued if permitted by law and will be restored only upon payment of the delinquent amounts plus the cost of restoration.

M. Use of Bond Fund and Reserve Funds. The Bond Fund, Debt Service Reserve Fund and Asset Management Reserve Fund shall be used solely and only, and said funds are hereby pledged, for the purposes set forth in this Ordinance.

N. Charges and Liens upon System. The City, from Revenues, will pay all taxes and governmental charges lawfully levied in respect of the System when due. The City will comply with all valid requirements of any governmental authority relative to the System and will not create or permit to be created any lien or charge on the System or the Revenues except as permitted herein. The City will satisfy within sixty days after the same shall accrue all lawful claims and demands which might by law become a lien on the System or upon the Revenues unless the validity thereof is being contested in good faith by appropriate legal proceedings.

O. Insurance. The City, in its operation of the System, will carry fire and extended coverage insurance, public liability insurance and other types of insurance in such amounts and to such extent as is normally carried by private corporations operating facilities of the same type. The City will also maintain, as provided by law, a self-insurance fund to cover workmen's compensation insurance or will carry equivalent insurance. The cost of insurance shall be considered one of the Operation and Maintenance Expenses of the System. In the event of property loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged, any remainder shall be treated as Net Revenues, and shall be subject to distribution in the manner provided hereinabove in Section 17, for Net Revenues derived from the operation of the System. Nothing herein shall prevent the City from establishing a funded self-insurance program. In addition to the insurance required by this subsection, the City will acquire and maintain such additional insurance as may be required by the Rural Utilities Service.

P. Competing System. The City shall not grant any franchise or license to a competing system, or permit any person or organization to sell water service and facilities within the City (unless required to do so by law). To the extent permitted by law, the City will require all residents to connect to the System facilities.

Q. Alienating System. While the Series 2023 Bonds are outstanding, the City will not sell, lease, mortgage, pledge or otherwise alienate the System, or any part thereof, without the prior written consent of the Rural Utilities Service. In the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues in the manner provided hereinabove in Section 17 hereof.

R. Extension of Interest Payments. The City will not extend or be a party to the extension of the time for paying any claim for interest on the Series 2023 Bonds. Any installment of interest so extended shall not be entitled in case of default hereunder to the benefit

or security of this Ordinance except subject to the prior payment in full of the principal of all Series 2023 Bonds and interest which has not been extended.

S. Management of the System. The City shall employ competent and experienced management personnel for the System. If an "event of default" shall occur and continue for a period of sixty (60) days or if the Net Revenues in any Fiscal Year fail to equal principal, interest and reserve requirements for all Outstanding Parity Obligations and other obligations payable from the Net Revenues, the City shall retain an independent consultant who is qualified in the management of facilities similar to the System, to assist in the management of the System so long as such event of default continues or the Net Revenues are less than the amount designated.

T. Fidelity Bonds. Each municipal official responsible for receiving income and maintaining the accounts of the System shall be bonded at all times, which bond shall be conditioned upon the proper allocation of such income. The cost of each bond shall be considered one of the Operation and Maintenance Expenses of the System.

U. Performing Duties. To the extent permitted by applicable law, the City will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City, including but not limited to, the making and collecting of reasonable and sufficient rates and charges for services rendered or furnished by the System as hereinbefore provided.

V. Other Liens. Except as set forth in this Ordinance, there are no liens or encumbrances of any nature whatsoever, on or against the System or the revenues derived or to be derived from the operation of the same.

W. Service Connections. The City shall provide adequate service to all persons within the service area of the System who can feasibly and legally be served and shall obtain the concurrence of the Rural Utilities Service prior to refusing new or adequate services to such persons.

X. Debts or Liabilities of System. The City shall not borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the System (exclusive of normal maintenance) without the prior written consent of the Rural Utilities Service if such undertaking would involve the Gross Revenues of the System.

Y. Tax Covenants. The Mayor and/or City Clerk-Treasurer or any other officer of the City having responsibility for the issuance of the Series 2023 Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Series 2023 Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Series 2023 Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Series 2023 Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Series 2023 Bonds to be and remain excluded from gross

income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2023 Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government, if required, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and/or City Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, if any, as may be required or appropriate to assure such exclusion of that interest.

Z. Qualified Tax-Exempt Obligations. The Series 2023 Bonds are hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby covenants that the City, it having no “subordinate entities” with authority to issue obligations within the meaning of that Section of the Code, in, or during the calendar year in which the Series 2023 Bonds are issued, (i) will not designate as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, tax-exempt obligations, including the Series 2023 Bonds, in an aggregate principal amount in excess of \$10,000,000, and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Series 2023 Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding \$10,000,000, unless the City receives an opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not cause the Series 2023 Bonds to cease to be “qualified tax-exempt obligations.”

Section 23. Events of Default. It is an “event of default” if:

A. Nonpayment of Principal. Payment of principal of any Series 2023 Bonds is not made when due either at maturity or by proceedings for prior redemption, or otherwise; or

B. Nonpayment of Interest. If payment of any installment of interest shall not be made when the same becomes due and payable; or

C. Incapable to Perform. The City becomes incapable of fulfilling its obligations hereunder; or

D. Default of any Provision. The City defaults in the punctual performance of any other of its covenants hereunder for sixty (60) days after written notice shall have been given to the City by the holders of twenty-five percent (25%) of the principal amount of the Series 2023 Bonds then outstanding.

Section 24. Remedies on Default. Upon the happening and continuance of any event of default, the holder or holders of not less than twenty-five percent (25%) of the principal amount of the Series 2023 Bonds then outstanding, or a trustee therefor, may protect and enforce the rights

of any owner of Series 2023 Bonds by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenant, the appointment of a receiver (the consent to such appointment being hereby granted), injunctive relief or requiring the Commission to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all owners of Series 2023 Bonds. Any receiver appointed to protect the rights of owners of Series 2023 Bonds may take possession and operate and maintain the System in the same manner as the City itself might do. The failure of the owner of the Series 2023 Bonds to proceed does not relieve the City or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other rights and the exercise of any right by any owner of the Series 2023 Bonds shall not be deemed a waiver of any other right.

Section 25. Duties upon Default. Upon the happening of any event of default, the City will perform all proper acts to protect and preserve the security created for the prompt payment of the principal of and interest on the Series 2023 Bonds. The holders of not less than twenty-five percent (25%) in the principal amount of the Series 2023 Bonds, after written demand, may proceed to protect and enforce the rights provided by this Section and by Section 24.

Section 26. Amendment of Ordinance, Waiver of Rural Utilities Service Requirements. This Ordinance may not be amended without the written consent of the owner of the Series 2023 Bonds. Any provision of this Ordinance providing specific remedies or rights to the United States of America may be waived while the United States of America is not the owner upon receipt of written consent of the owner of the then Outstanding Series 2023 Bonds.

Section 27. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, including, without limiting the generality of the foregoing, any required printing of the Series 2023 Bonds and the execution of such certificates as may be required by the Purchaser or bond counsel.

Section 28. Repeal. This Ordinance shall not be repealed unless the Series 2023 Bonds have been discharged in full or provision has been fully made therefor pursuant to Rural Utilities Service regulations so long as the United States of America is the holder of the Series 2023 Bonds.

Section 29. Limitation of Action. After the passage of 30 days from the publication required by Section 32 hereof, any action attacking the validity of any proceedings had or taken by the City preliminary to and in the authorization and issuance of the Series 2023 Bonds, shall be perpetually barred.

Section 30. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 31. Effective Date. Upon its adoption, final passage and approval, this Ordinance shall be recorded in the book of ordinances of the City kept for that purpose and

authenticated by the signatures of the Mayor and the City Clerk-Treasurer and the seal of the City affixed hereto. The title and general summary of the subject matter contained in this Ordinance (set out in Section 32 hereof) shall be published in a newspaper which is of general circulation in the City in accordance with law, and the Ordinance shall be in full force and effect five days after such publication and posting as provided by law.

Section 32. General Summary for Publication. The title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

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

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 754 (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on May 24, 2023. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2023, IN THE PRINCIPAL AMOUNT OF FIVE MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$5,457,000) FOR THE PURPOSE OF ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE CITY'S WATER SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

(End of Form of Summary of Ordinance for Publication)

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS 24TH DAY OF MAY, 2023.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

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

Those Voting Aye:

Those Absent:

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

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

Dated this 24th day of May, 2023.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: H.4

SUBJECT: Resolution No. 42 22/23 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: May 4, 2023

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

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

Recommendation:

Approval Resolution No. 42 22/23 Budget Adjustment Requests for Fiscal Year 2022-2023

Attachments:

- Resolution No 42 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 5-10-2023



RESOLUTION NO. 42 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 **10th day of May, 2023**.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2022-23 5/10/2023
DFA Resolution Number: 42 22/23
BAR NUMBER: 12

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1017-48599	Other Contractual Services	Expense	\$ 277,000	\$ 136,420.00		\$ 413,420	Increase due to Hospital portion of GRT was under estimated
1	101	101-1017-43999	Operating Costs	Expense	\$ 5,250	\$ 5,500.00		\$ 10,750	Increase due to Hospital portion of GRT was under estimated
2	101	101-1099-37371	Donation	Revenue	\$ 1,955	\$ 3,705.00		\$ 5,660	Increase to reflect Animal Shelter Donations
3	101	101-1099-32392	Small Cities Assist	Revenue	\$ 200,000	\$ 136,399.00		\$ 336,399	Increase to under estimated assistance
3	101	101-1099-36373	Interest Income	Revenue	\$ 984	\$ 1,950.00		\$ 2,934	Increase to under estimated
3	101	101-1099-36410	NM STO Investment Income	Revenue	\$ 150	\$ 3,275.00		\$ 3,425	Increase to under estimated
4	298	298-2103-37394	PD Donations	Revenue	\$ 4,672	\$ 140.00		\$ 4,812	Increase to reflect Donations
5	297	297-2203-48930	Transfer Out	Expense	\$ -	\$ 5,435.00		\$ 5,435	Move cash back to General Fund
5	101	101-1099-39935	Transfer In	Revenue		\$ 5,435.00		\$ 5,435	Move cash back to General Fund
6	301	301-3503-34374	Water Impact Fees	Revenue	\$ 800	\$ 41,950.00		\$ 42,750	Increase to under estimated
6	301	301-3503-34375	WW Impact Fees	Revenue	\$ 800	\$ 40,000.00		\$ 40,800	Increase to under estimated
7	501	501-1803-34355	Other Charges for Services	Revenue	\$ 10,000			\$ 10,000	Increase to under estimated
8	503	503-3702-34772	M&J Construction	Revenue	\$ 12,277	\$ 23,028		\$ 35,305	Increase to under estimated
8	503	503-3702-37426	Misc Revenue	Revenue	\$ 36,908	\$ 18,755		\$ 55,663	Increase to under estimated
9	509	509-4403-38372	Other/Insurance Reimb	Revenue	\$ -	\$ 5,643.00		\$ 5,643	Nm Self Insurers Tort Claim 08 Ford F-150

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Amanda Forrister, Mayor

(Date)

DOCUMENT #1

101-1017-43999		Fiscal		Balance:		8,650.82	
OPERATING COSTS		7/1/2022 - 6/30/2023		Pending:		0.00	
General	Post Date	Packet	Description	Amount	Module	Process	Period
Segmentation	<input checked="" type="checkbox"/> -	<input type="checkbox"/>	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Report Groups	7/31/202	GLPKT15441	GRT REV REC J	811.55	General Ledger	GLJournalEntry	July
Notes	8/31/202	GLPKT15442	GRT REV REC A	951.10	General Ledger	GLJournalEntry	August
Authorization	9/30/202	GLPKT15727	GRT REV REC S	564.25	General Ledger	GLJournalEntry	September
▲ Budget	10/31/20	GLPKT15823	GRT DISTRIBUT	755.16	General Ledger	GLJournalEntry	October
Summary	11/28/20	GLPKT15986	GRT DISTRIBUT	768.39	General Ledger	GLJournalEntry	November
Detail	12/23/20	GLPKT16177	GRT DISTRIBUT	816.54	General Ledger	GLJournalEntry	December
Period Distributions	1/30/202	GLPKT16388	GRT DISTRIBUT	911.61	General Ledger	GLJournalEntry	January
Adjustments	2/27/202	GLPKT16609	GRT DISTRIBUT	1,062.80	General Ledger	GLJournalEntry	February
Budget Notes	3/28/202	GLPKT16773	GRT DISTRIBUT	1,029.36	General Ledger	GLJournalEntry	March
	4/24/202	GLPKT16968	GRT DISTRIBUT	980.06	General Ledger	GLJournalEntry	April

101-1017-48599		Fiscal			Balance:		333,419.65	
OTHER CONTRACTUAL SE...		7/1/2022 - 6/30/2023			Pending:		0.00	
General	Post Date	Packet	Description	Amount	Module	Process	Period	Vendor
Segmentation	<input checked="" type="checkbox"/> -	<input type="checkbox"/>	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Report Groups	8/29/2022	GLPKT15371	GRT DISTRIBUT	67,705.17	Accounts Payabl	APPayable	August	SIERRA\
Notes	9/30/2022	GLPKT15630	GRT DISTRIBUT	22,018.92	Accounts Payabl	APPayable	September	SIERRA\
Authorization	10/27/2022	GLPKT15798	GRT DISTRIBUT	30,339.76	Accounts Payabl	APPayable	October	SIERRA\
Budget	11/23/2022	GLPKT15962	GRT DISTRIBUT	29,913.75	Accounts Payabl	APPayable	November	SIERRA\
	12/30/2022	GLPKT16203	GRT DISTRIBUT	31,598.35	Accounts Payabl	APPayable	December	SIERRA\
Summary	2/3/2023	GLPKT16426	GRT DISTRIBUT	34,768.93	Accounts Payabl	APPayable	February	SIERRA\
Detail	2/27/2023	GLPKT16549	GRT DISTRIBUT	41,104.38	Accounts Payabl	APPayable	February	SIERRA\
Period Distributions	3/31/2023	GLPKT16799	GRT DISTRIBUT	38,843.77	Accounts Payabl	APPayable	March	SIERRA\
Adjustments	4/27/2023	GLPKT16974	GRT DISTRIBUT	37,126.62	Accounts Payabl	APPayable	April	SIERRA\

Purchase Order:	76290	800 E. 9TH	Ordered	\$277,000.00
Vendor Name:	SIERRA VISTA HOSPITAL / SIERRA VISTA COMMU...	TRUTH OR CONSEQUENCES, NM 87901	Invoiced	\$333,419.65
Vendor Number:	0217	U.S.A.	Voided	\$0.00
Vendor Set:	01		Variance	\$0.00
			Outstanding	(\$56,419.65)

General

Items

Items Distributions

Encumbrances

Notes

PO Notices

History

Documents

User Defined

Description

GRT DISTRIBUTION FY 22/23 OPEN PO

Vendor

SIERRA VISTA HOSPITAL / SIERRA VISTA COMMUNITY H...

Status

Partially Received

Requisition

87655

Ship To

CITY - CITY

Attention To

Issued Date

7/1/2022

Blanket PO



Delivery Date

7/15/2022

Financial Summary

	Amount	Sales Tax	Shipping	Total	T
Ordered	\$277,000.00	\$0.00	\$0.00	\$277,000.00	
Invoiced	\$333,419.65	\$0.00	\$0.00	\$333,419.65	
Voided	\$0.00	\$0.00	\$0.00	\$0.00	
Variance	\$0.00	\$0.00	\$0.00	\$0.00	
Outstanding	(\$56,419.65)	\$0.00	\$0.00	(\$56,419.65)	

Detailed Description

GRT DISTRIBUTION FY 22/23 OPEN PO
COMMISSION APPROVED 06/22/2022

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER

PO Number: 76290

Date: 07/01/2022

Requisition #: 87655

Vendor #: 0217

ISSUED TO: SIERRA VISTA HOSPITAL / SIERRA VISTA COMMUNITY HE
800 E. 9TH
TRUTH OR CONSEQUENCES, NM 87901

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		GRT DISTRIBUTION FY 22/23 OPEN PO GRT DISTRIBUTION FY 22/23 OPEN PO COMMISSION APPROVED 06/22/2022	101-1017-48599		0.00	277,000.00

Chief Purchasing Office

Date:

7/1/22

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	277,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	277,000.00

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

DOCUMENT #2

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, December 28, 2022 8:20 AM
To: Kerin Salcedo; Wilson, Kristie; Manning, Tara
Cc: Sonya Renfro
Subject: SHELTER DONATION FW: Receipt #R00288807
Attachments: Xerox Scan_12282022075748.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, December 28, 2022 8:19 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00288807

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

DATE : 12/28/2022 9:16 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00288807
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 12.27.22 318.19
101-1099-34343 -318.19

DON CITY DONATION

ANIMAL SHELTER DONATION FOR SHELTER NEEDS- JONATHAN GERE 50.00
101-1099-37371 -50.00

Check 50.00 REF:3181
Cash 318.19



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Jonathan Gese

Mailing Address: n/a

City: n/a State: _____ Zip: _____

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 50.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 987597

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 12/27/2022

PLEASE EMAIL TO FINANCE

Kerin Salcedo

From: LeClair, Chelsea
Sent: Friday, January 06, 2023 8:55 AM
To: Manning, Tara; Kerin Salcedo; Wilson, Kristie
Subject: ANIMAL SHELTER DONATION-1/5/23 SHELTER NEEDS- MURRAY FW: Receipt #R00290039

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Friday, January 6, 2023 8:53 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00290039

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

DATE : 1/6/2023 9:50 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00290039
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 1/5/23 214.65
101-1099-34343 -214.65

DON CITY DONATION

ANIMAL SHELTER DONATION-1/5/23 SHELTER NEEDS- MURRAY 100.00
101-1099-37371 -100.00

Check 100.00 REF:7563
Cash 214.65



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Mary Murray

Mailing Address: 208 Grape

City: Tosco State: NM Zip: 87901

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 100.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979214

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 1/5/2023

PLEASE EMAIL TO FINANCE

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, January 19, 2023 10:11 AM
To: Manning, Tara; Kerin Salcedo; Wilson, Kristie
Cc: Sonya Renfro
Subject: ANIMAL SHELTER DONATION FW: Receipt #R00291518
Attachments: Xerox Scan_01192023095217.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, January 19, 2023 10:09 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00291518

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

DATE : 1/19/2023 11:07 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00291518
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 1/18/23 95.10
101-1099-34343 -95.10

DON CITY DONATION

SHELTER DONATION- SHELTER NEEDS 1.18.23 PATS CHEVRON 100.00
101-1099-37371 -100.00

DON CITY DONATION

SHELTER DONATION- SHELTER NEEDS 1.18.23 NACY EVANS 50.00
101-1099-37371 -50.00

Check 50.00 REF:244
Check 100.00 REF:1529
Cash 95.10



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Pat's Cheverson

Mailing Address: PO Box 491

City: Elephant Butte State: NM Zip: 87935

Email: _____

Phone: 575-744-4026

Donation Information

Total Amount Enclosed: \$ 100.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979235

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 1/18/2023

PLEASE EMAIL TO FINANCE

* Jordan's Way
Donation



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Nancy Evans

Mailing Address: PO Box 75

City: Elephant Butte State: NM Zip: 87935

Email: _____

Phone: (575) 740-8781

Donation Information

Total Amount Enclosed: \$ 50.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979236

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 1/18/2023

PLEASE EMAIL TO FINANCE

* Jordan's Way
Donation

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, January 23, 2023 9:31 AM
To: Kerin Salcedo; Wilson, Kristie
Cc: Sonya Renfro
Subject: FW: Donation Form 1/20/23
Attachments: Truth or Consequences Animal Shelter.pdf

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

DATE : 1/23/2023 10:16 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00291871
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 1/20/2023 173.60
101-1099-34343 -173.60

DON CITY DONATION

ANIMAL SHELTER DONATION MONEY MAN SHELTER NEEDS 1/20/2023 100.00
101-1099-37371 -100.00

Check 100.00 REF:45027
Check 65.10 REF:1088
Cash 108.50

From: Manning, Tara <tmanning@torcnm.org>
Sent: Monday, January 23, 2023 9:29 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Donation Form

Thank you!

Tara L Manning

Truth or Consequences Animal Shelter

Shelter Supervisor

Phone (575) 894-4556



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: The Money Man

Mailing Address: PO Box 632

City: Tos C State: NM Zip: 87901

Email: _____

Phone: 575-894-6611

Donation Information

Total Amount Enclosed: \$ 100.00

Please circle one of the following:

☒ Check

☐ Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

☒ Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979245

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 1/20/2023

PLEASE EMAIL TO FINANCE

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, February 08, 2023 8:54 AM
To: Wilson, Kristie; Kerin Salcedo; Manning, Tara
Cc: Sonya Renfro
Subject: SHELTER DONATION FW: Receipt #R00293913
Attachments: Xerox Scan_02082023083714.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, February 8, 2023 8:52 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00293913

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

DATE : 2/8/2023 9:38 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00293913
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 2/7/2023 30.00
101-1099-34343 -30.00

DON CITY DONATION
ANIMAL SHELTER DONATION-SHALEEN FEASBY 2/7/2023 SHELTER NEEDS 150.00 ✓
101-1099-37371 -150.00

DON CITY DONATION
ANIMAL SHELTER DONATION-ENCHANTED HORSE DRESSAGE 2/7/2023 SHELTER NEEDS 100.00 ✓
101-1099-37371 -100.00

DON CITY DONATION
ANIMAL SHELTER DONATION-PEGGY JOHNSON 2/7/2023 SHELTER NEEDS 100.00 ✓
101-1099-37371 -100.00

DON CITY DONATION
ANIMAL SHELTER DONATION-SHERRY FLETCHER 2/7/2023 SHELTER NEEDS 300.00 ✓
101-1099-37371 -300.00

DON CITY DONATION
ANIMAL SHELTER DONATION-SUZANNE CARLSTEDT 2/7/2023 SHELTER NEEDS 100.00 ✓
101-1099-37371 -100.00

DON CITY DONATION

ANIMAL SHELTER DONATION-MR.G'S BOAT STOARGE 2/7/2023 SHELTER NEEDS 150.00

101-1099-37371 -150.00

DON CITY DONATION

ANIMAL SHELTER DONATION-SIERRA COUNTY ANIMAL RESCUE 2/7/2023 SHELTER NEEDS 2177.89

101-1099-37371 -2177.89

Cash 30.00

Check 100.00 REF:3757

Check 300.00 REF:8414

Check 100.00 REF:1782

Check 100.00 REF:1794

Check 150.00 REF:1900

Check 2177.89 REF:1594

Check 150.00 REF:5641



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Shaleen Feasby

Mailing Address: HC 31 Box 314

City: Caballo State: NM Zip: 87931

Email: n/a

Phone: 575-894-7422

Donation Information

Total Amount Enclosed: \$ 150.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979268

Donation Received

Name: Tara Manning

Signature: Tara Manning

Date: 2/7/2023

PLEASE EMAIL TO FINANCE



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Enchanted Horse Dressage, LLC

Mailing Address: 622 Pescha Rd

City: Caballo State: NM Zip: 87931

Email: n/a

Phone: 575-740-0248

Donation Information

Total Amount Enclosed: \$ 100.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979269

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 2/7/2023

PLEASE EMAIL TO FINANCE



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Peggy Johnson

Mailing Address: PO Box 124

City: Williamsburg State: NM Zip: 87942

Email: n/a

Phone: 575-740-2661

Donation Information

Total Amount Enclosed: \$ 100.00

Please circle one of the following:

Check

Cash.

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979270

Donation Received

Name: Tara Manning

Signature: Tara Manning

Date: 2/7/2023

PLEASE EMAIL TO FINANCE



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Sherry Fletcher

Mailing Address: 602 S Broadway

City: Torr State: NM Zip: 87901

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 300.00

Please circle one of the following:

Check

Cash.

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979271

Donation Received

Name: Tara Manning

Signature: Tara Manning

Date: 2/7/2023

PLEASE EMAIL TO FINANCE



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Suzanne Carlstedt

Mailing Address: 520 Grape St

City: Tosc State: NM Zip: 87901

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 100.00

Please circle one of the following:

Check

Cash.

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979272

Donation Received

Name: Tara Manning

Signature: Tara Manning

Date: 2/7/2023

PLEASE EMAIL TO FINANCE



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Ms: G's Boat Storage, LLC

Mailing Address: 1430 Giscard Blvd NE

City: Albuquerque State: NM Zip: 87106

Email: n/a

Phone: 505-821-0701

Donation Information

Total Amount Enclosed: \$ 150.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979273

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 2/7/2023

PLEASE EMAIL TO FINANCE



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Sierra County Animal Rescue Society

Mailing Address: PO Box 435

City: Williamsburg State: NM Zip: 87922

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 2177.89

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 979274

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 2/7/2023

PLEASE EMAIL TO FINANCE

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, February 21, 2023 9:34 AM
To: Manning, Tara; Kerin Salcedo
Cc: Wilson, Kristie
Subject: ANIMAL SHELTER DONATIONFW: Receipt #R00295057
Attachments: Xerox Scan_02212023091342.PDF

Good Morning,

Shelter Donation

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Tuesday, February 21, 2023 9:33 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00295057

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

DATE : 2/21/2023 10:30 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00295057
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 2/20/2023 113.93
101-1099-34343 -113.93

DON CITY DONATION
ANIMAL SHELTER DONATION BURSUM- SHELTER NEEDS 2/20/2023 99.90
101-1099-37371 -99.90

DON CITY DONATION
ANIMAL SHELTER DONATION-MASSENA- SHELTER NEEDS 2/20/2023 41.17
101-1099-37371 -41.17

Check 50.00 REF:312
Cash 205.00



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Michael Bursum

Mailing Address: 3952 Loma Bella Dr

City: Las Cruces State: NM Zip: 88011

Email: N/A

Phone: (575) 835-8470

Donation Information

Total Amount Enclosed: \$ 99.90

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 181-16

Donation Received

Name: Tara Manning

Signature: Tara Manning

Date: 2/20/2023

PLEASE EMAIL TO FINANCE



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Robert Massena

Mailing Address: 1400 1st

City: Tosc State: NM Zip: 87901

Email: n/a

Phone: (505) 928-0574

Donation Information

Total Amount Enclosed: \$ 41.17

Please circle one of the following: \$1.17 \$40.00

☒ Check ☐ Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 13-12

* \$50 check
(\$48.83 for
impound fee &
\$1.17 for
donation)
TM

Donation Received

Name: Tara Manning

Signature: Tara Manning

Date: 2/20/2023

PLEASE EMAIL TO FINANCE

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, February 22, 2023 8:33 AM
To: Kerin Salcedo; Wilson, Kristie
Cc: Sonya Renfro; Manning, Tara
Subject: ANIMAL SHELTER DONATION - DOG ADOPTION FW: Receipt #R00295282
Attachments: Xerox Scan_02222023080416.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, February 22, 2023 8:32 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00295282

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

DATE : 2/22/2023 9:17 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00295282

DON CITY DONATION

ANIMAL SHELTER DONATION- CARLSTEDT- DOG ADOPTION FEE 2/21/2023 65.10

101-1099-37371 -65.10

ANPND ANIMAL POUND FEES

ANIMAL SHELTER 2/21/2023 116.12

101-1099-34343 -116.12

Paid By: `

Check 65.10 REF:3766

Paid By: `

Cash 116.12



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Suzanne Carlstedt

Mailing Address: 520 Grape

City: Tosco State: NM Zip: 87901

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 65.15

Please circle one of the following:

☒ Check

☐ Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other dog adoption fee

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 20

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 2/21/2023

PLEASE EMAIL TO FINANCE

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, April 04, 2023 8:18 AM
To: Manning, Tara; Kerin Salcedo; Wilson, Kristie
Subject: ANIMAL SHELTER DONATION 4/3/2023 SHELTER NEED FERGUSON FW: Receipt #R00300133
Attachments: Scan_2023_04_04_08_12_04_851.pdf

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Tuesday, April 4, 2023 8:15 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00300133

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

DATE: 4/4/2023 9:11 AM
OPER: CL
TKBY: CL
TERM: 9
REC#: R00300133
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 4/3/2023 90.00
101-1099-34343 -90.00

DON CITY DONATION
ANIMAL SHELTER DONATION 4/3/2023 SHELTER NEED FERGUSON 20.00
101-1099-37371 -20.00

Check 20.00 REF:465068864
Cash 90.00



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Donna Sue Ferguson

Mailing Address: _____

City: Albuquerque State: NM Zip: 87998

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 20.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: mailed check

Receipt Number: 123

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 4/3/2023

PLEASE EMAIL TO FINANCE

DOCUMENT #3

101-1099-32392

Fiscal

Prints the current window

Balance: -336,398.75

STATE-SMALL CITIES ASSIST

7/1/2022 - 6/30/2023

Pending:

0.00

General

Segmentation

Report Groups

Notes

Authorization

Budget

Summary

Detail

Period Distributions

Adjustments

Budget Notes

History

Detail

Period Activity

Fiscals

Journal Entries

Encumbrances

Reserves

History

Account

Documents

Budget Summary

Original Budget -200,000.00

Adjustments 0.00

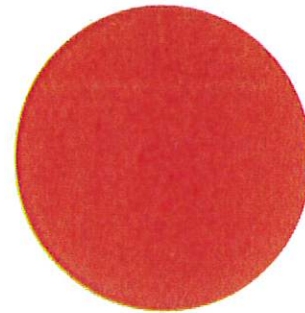
Current Budget -200,000.00

Activity -336,398.75Encumbrances 0.00Reserves 0.00

Budget Remaining 136,398.75

Pending 0.00

Budget Available 136,398.75



Budget Used Budget Remaining

Budget Remaining 136,398.75 Percent Remaining -68.20%

Budget Used -336,398.75 Percent Used 168.20%

Documents

101-1099-36373

Fiscal

Balance:

-2,091.40

INTEREST INCOME

7/1/2022 - 6/30/2023

Pending:

0.00

General

Segmentation

Report Groups

Notes

Authorization

Budget

Summary

Detail

Period Distributions

Adjustments

Budget Notes

History

Detail

Period Activity

Fiscals

Journal Entries

Encumbrances

Reserves

History

Account

Documents

Post Date	Packet	Description	Amount	Module	Process	Period
<input checked="" type="checkbox"/> -	<input type="checkbox"/> A	<input type="checkbox"/> A	-	<input type="checkbox"/> A	<input type="checkbox"/> A	<input type="checkbox"/> A
7/31/2022	GLPKT15237	MONTHLY INTE	-230.55	General Ledger	GLJournalEntry	July
8/31/2022	GLPKT15502	MONTHLY INTE	-259.59	General Ledger	GLJournalEntry	August
9/30/2022	GLPKT15664	MONTHLY INTE	-229.21	General Ledger	GLJournalEntry	September
10/31/2022	GLPKT15880	MONTHLY INTE	-213.17	General Ledger	GLJournalEntry	October
11/30/2022	GLPKT16036	MONTHLY INTE	-216.67	General Ledger	GLJournalEntry	November
12/31/2022	GLPKT16269	MONTHLY INTE	-216.57	General Ledger	GLJournalEntry	December
1/31/2023	GLPKT16434	MONTHLY INTE	-231.24	General Ledger	GLJournalEntry	January
2/28/2023	GLPKT16644	MONTHLY INTE	-217.62	General Ledger	GLJournalEntry	February
3/31/2023	GLPKT16874	MONTHLY INTE	-276.78	General Ledger	GLJournalEntry	March

Totals

-2,091.40

101-1099-36410

Fiscal

Balance:

-2,308.72

NM STO INVESTMENT INC...

7/1/2022 - 6/30/2023

Pending:

0.00

General

Segmentation

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Post Date	Packet	Description	Amount	Module	Process	Period
7/31/2022	GLPKT15237	MONTHLY INTE	-78.89	General Ledger	GLJournalEntry	July
8/31/2022	GLPKT15502	MONTHLY INTE	-132.45	General Ledger	GLJournalEntry	August
9/30/2022	GLPKT15664	MONTHLY INTE	-177.97	General Ledger	GLJournalEntry	September
10/31/2022	GLPKT15880	MONTHLY INTE	-201.61	General Ledger	GLJournalEntry	October
11/30/2022	GLPKT16036	MONTHLY INTE	-257.00	General Ledger	GLJournalEntry	November
12/31/2022	GLPKT16269	MONTHLY INTE	-310.00	General Ledger	GLJournalEntry	December
1/31/2023	GLPKT16434	MONTHLY INTE	-392.00	General Ledger	GLJournalEntry	January
2/28/2023	GLPKT16644	MONTHLY INTE	-392.00	General Ledger	GLJournalEntry	February
3/31/2023	GLPKT16874	MONTHLY INTE	-367.00	General Ledger	GLJournalEntry	March
Totals			-2,308.72			

DOCUMENT #4

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, January 19, 2023 10:32 AM
To: Knull, Deanna; Kerin Salcedo; Wilson, Kristie
Cc: Sonya Renfro
Subject: POLICE DONATION-SALLY RUDY -GENERAL DONATION 1/18/2023 FW: Receipt #R00291523
Attachments: Xerox Scan_01192023095239.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, January 19, 2023 10:30 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00291523

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

DATE : 1/19/2023 11:28 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00291523
PDDMC PD DONATIONS (MISC DONATIONS)
POLICE DONATION-SALLY RUDY -GENERAL DONATION 1/18/2023 25.00
298-2103-37394 -25.00

Check 25.00 REF:2456

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Sally Rudy

Mailing Address: PO Box 745

City: Williamsburg State: NM Zip: 87942

Email: _____

Phone: _____

Signature: _____ Walk-In with check #2456 _____

Donation Information

Total Amount Enclosed: \$ 25.00

Please circle one of the following:

Check Cash
(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others General Donation

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 245084

Donation Received

Name: Deanna Knull

Signature: Deanna Knull

Date: 01/18/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Friday, March 03, 2023 12:46 PM
To: Knull, Deanna
Cc: Kerin Salcedo; Wilson, Kristie
Subject: POLICE DONATION- TRAVELODGE-SHOP W/ A COP 3/2/2023 FW: Receipt #R00296586
Attachments: Xerox Scan_03032023122832.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Friday, March 3, 2023 12:45 PM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00296586

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

DATE : 3/3/2023 1:44 PM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00296586
PDDMC PD DONATIONS (MISC DONATIONS)
POLICE DONATION- TRAVELODGE-SHOP W/ A COP 3/2/2023 100.00
298-2103-37394 -100.00

Check 100.00 REF:2286

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Travelodge

Mailing Address: 2270 N. Date _____

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: 575-894-6665

Signature: _____ Check #2286 _____

Donation Information

Total Amount Enclosed: \$ 100.00

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 245117

Donation Received

Name: Deanna Knull

Signature: _____

Date: 03/02/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Friday, March 17, 2023 9:13 AM
To: Kerin Salcedo; Wilson, Kristie; Knull, Deanna
Cc: Sonya Renfro
Subject: POLICE DONATION- 3/16/2023 SHOP WITH A COP JAR FW: Receipt #R00298143

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Friday, March 17, 2023 9:04 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00298143

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

DATE : 3/17/2023 10:03 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00298143

PRINT PRINTING & COPYING FEES

POLICE 3/16/2023 3.00

101-1099-34346 -3.00

PDDMC PD DONATIONS (MISC DONATIONS)

POLICE DONATION- 3/16/2023 SHOP WITH A COP JAR 14.35

298-2103-37394 -14.35

Cash 17.35

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Front Office Donation Jar

Mailing Address: 507 McAdoo

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____ Donation Jar _____

Donation Information

Total Amount Enclosed: \$ 14.35

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 245132

Donation Received

Name: Deanna Knull

Signature: _____

Date: 03/16/2023

DOCUMENT #5



Search Transactions

Activity: All transactions Type: All

Transactions

Pending Posted

Total debits: -11,861.60 (41) Total credits: +11,732.89 (90)

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
Apr 28, 2023	INTEREST		0.35	5,431.92
Apr 14, 2023	AP Transfer 04/14/2023	373.84		5,431.57
Mar 31, 2023	Interest		0.41	
Feb 28, 2023	Interest		0.37	
Jan 31, 2023	Interest		0.42	
Dec 30, 2022	Interest		0.39	
Nov 30, 2022	Interest		0.39	
Oct 31, 2022	Interest		0.41	
Sep 30, 2022	Interest		0.39	
Aug 31, 2022	Interest		0.45	
Aug 05, 2022	AP TRANSFER FUNDS	1,000.00		
Jul 29, 2022	Interest		0.46	
Jun 30, 2022	Interest		0.48	
May 31, 2022	Interest		0.51	
Apr 29, 2022	Interest		0.46	
Mar 31, 2022	Interest		0.49	
Feb 28, 2022	Interest		0.44	
Jan 31, 2022	Interest		0.49	
Dec 31, 2021	Interest		0.49	
Nov 30, 2021	Interest		0.51	

DOCUMENT #6

301-3503-34374		Fiscal		Balance:		-42,750.00	
WATER IMPACT FEE		7/1/2022 - 6/30/2023		Pending:		0.00	
General	Post Date	Packet	Description	Amount	Module	Process	Period
Segmentation	<input checked="" type="checkbox"/> -	<input type="checkbox"/>	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Report Groups	8/2/2022	GLPKT15202	RIVERBEND HOT SPRINGS LLC FIXTUR	-1,800.00	Cashiering	CLEndOfDay	August
Notes	9/7/2022	GLPKT15454	808 N MAPLE-DAVIS IMPACT FEE IMPAC	-1,950.00	Cashiering	CLEndOfDay	September
Authorization	12/6/2022	GLPKT16029	700 CHARLES AVE DILLWOOD IMPACT F	-600.00	Cashiering	CLEndOfDay	December
▲ Budget	12/12/2022	GLPKT16073	NM STATE VET IMPACT FEE- BROADWA	-33,300.00	Cashiering	CLEndOfDay	December
	3/17/2023	GLPKT16719	IMPACT FEES- CIELO VISTA LLC 2022 M	-5,100.00	Cashiering	CLEndOfDay	March

301-3503-34375		Fiscal		Balance:		-40,800.00	
WASTE WATER IMPACT FEES		7/1/2022 - 6/30/2023		Pending:		0.00	
General	Post Date	Packet	Description	Amount	Module	Process	Period
Segmentation	<input checked="" type="checkbox"/> -	<input type="checkbox"/>	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Report Groups	8/2/2022	GLPKT15202	RIVERBEND HOT SPRINGS L	-1,800.00	Cashiering	CLEndOfDay	August
Notes	12/6/2022	GLPKT16029	700 CHARLES AVE DILLWO	-600.00	Cashiering	CLEndOfDay	December
Authorization	12/12/2022	GLPKT16073	NM STATE VET IMPACT FEE	-33,300.00	Cashiering	CLEndOfDay	December
▲ Budget	3/17/2023	GLPKT16719	IMPACT FEES- CIELO VISTA	-5,100.00	Cashiering	CLEndOfDay	March

DOCUMENT #7

501-1803-34355

Fiscal

Balance: -18,345.00

OTHER CHARGES FOR SER... 7/1/2022 - 6/30/2023

Pending: 0.00

General

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Budget Summary

Original Budget -10,000.00

Adjustments 0.00

Current Budget -10,000.00

Activity -18,345.00

Encumbrances 0.00

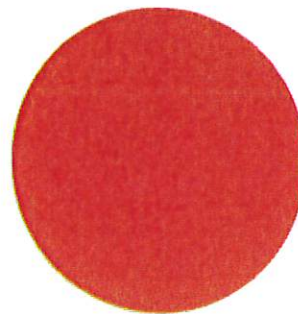
Reserves 0.00

Budget Remaining 8,345.00

Pending 0.00

Budget Available 8,345.00

Documents



Budget Used Budget Remaining

Budget Remaining 8,345.00 Percent Remaining -83.45%

Budget Used -18,345.00 Percent Used 183.45%

DOCUMENT #8

503-3702-34772

Fiscal

Balance: -36,877.90

M&J CONSTRUCTION-ELE...

7/1/2022 - 6/30/2023

Pending: 0.00

General

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Budget

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Period Distributions

Adjustments

Budget Notes

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Period Activity

Fiscals

Journal Entries

Encumbrances

Reserves

History

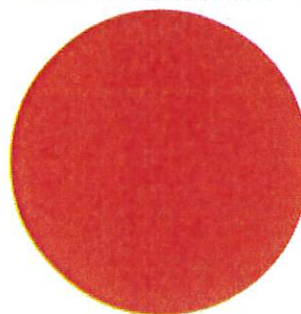
Account

Documents

Budget Summary

Original Budget	-12,277.00
<u>Adjustments</u>	<u>0.00</u>
Current Budget	-12,277.00
<u>Activity</u>	<u>-36,877.90</u>
<u>Encumbrances</u>	<u>0.00</u>
<u>Reserves</u>	<u>0.00</u>
Budget Remaining	24,600.90
<u>Pending</u>	<u>0.00</u>
Budget Available	24,600.90

Documents



Budget Used Budget Remaining

Budget Remaining	24,600.90	Percent Remaining	-200.38%
Budget Used	-36,877.90	Percent Used	300.38%

503-3702-37426

Fiscal

Balance: -55,662.82

MISC (POLE RENTALS, ETC...) 7/1/2022 - 6/30/2023

Pending: 0.00

General

Segmentation

Report Groups

Notes

Authorization

Budget

Summary

Detail

Period Distributions

Adjustments

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Detail

Period Activity

Fiscals

Journal Entries

Encumbrances

Reserves

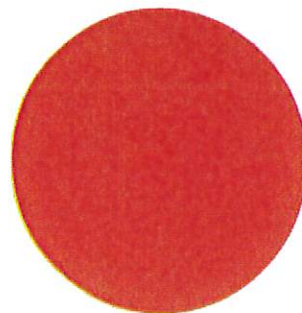
History

Account

Documents

Budget Summary

Original Budget	-36,908.00
<u>Adjustments</u>	<u>0.00</u>
Current Budget	-36,908.00
<u>Activity</u>	<u>-55,662.82</u>
<u>Encumbrances</u>	<u>0.00</u>
<u>Reserves</u>	<u>0.00</u>
Budget Remaining	18,754.82
<u>Pending</u>	<u>0.00</u>
Budget Available	18,754.82



Budget Used Budget Remaining

Budget Remaining	18,754.82	Percent Remaining	-50.82%
Budget Used	-55,662.82	Percent Used	150.82%

Documents

DOCUMENT #9

Transaction View

Close Form | < < > > | Print Screen | ? Help | Detail Description Maintenance

GL Transaction: 509-4403-38372

Process	1/26/2023 AR CL
Packet	GLPKT16375 - End of Day Process
Source Packet	CLPKT07229

Details

Account	509-4403-38372
Name	OTHER / INSURANCE REIMBURSEMENTS
Description	NM SELF INSURERS-AIRPORT 08 FORD F-150 10/27/2022 ROYSTER AIRPORT TORT CLAIM NEW MEXICO SELF INSURERS FUND
Amount	(\$5,642.74)
Post Date	1/26/2023 12:00:00 AM
Module	Cashiering
Distribution Type	CLEndOfDay
Source Transaction	R00292344
Adjusting Entry	<input type="checkbox"/>
Interfund Transfer	<input type="checkbox"/>

Cash Transaction

Transaction Type	None
Transaction Number	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: H.5

SUBJECT: Publication of Ordinance No. 755 an Ordinance authorizing the lease of real property to Gravity Pad Towers' LLC (Water tank site on 2nd Street) pursuant to section 3-54-1 NMSA 1978

DEPARTMENT: City Manager's Office

DATE SUBMITTED: May 5, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Publication of Ord. No. 755

Recommendation:

Approval of publication

Attachments:

- Ordinance No. 755
- [Click here to enter text.](#)

Fiscal Impact (Finance): Yes

\$80,000.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 5-10-2023

ORDINANCE No. ~~755~~

AN ORDINANCE AUTHORIZING THE ~~LEASE GRANT OF~~
EASEMENT OF REAL PROPERTY, PURSUANT TO SECTION 3-
54-1 NMSA 1978.

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

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

New Mexico Principal Meridian, New Mexico
T. 13 S., R. 4 W.,
Sec. 33, Northwestern portion of
Block 80 reserved for
waterworks in townsite
plat of Hot Springs, State
of New Mexico, approved
October 31, 1919.
Containing 1.154 acres;

~~A .230-acre tract of land in the NE ¼, SE ¼ of Section 6, Township 14 South, Range 4 West, NMPM, commonly referred as "the Ballfield Site". The location is further summarized as being on Veater Street directly south of and adjacent to the City ball fields, western part of Truth or Consequences, Sierra County, New Mexico.~~

~~(the "Real Property"); and~~

C. WHEREAS, the City entered into a certain Tower Structure Lease Agreement dated May 8, 2019 with Gravity Pad Towers' LLC ("Gravity Pad") (the "Lease"), whereby the City leased to Gravity Pad a portion of the Real Property, including (i) a portion of the exterior of that certain water tower located on the Real Property, and (ii) ground space for equipment, utilities and access (collectively (i) and (ii), the "Lease Premises"). Pursuant to the Lease, Gravity Pad pays the landlord of the Lease a monthly rental based on the number of subcarriers located within the Lease Premises ("Rent"). Currently, there is one subcarrier, with a second subcarrier ("Verizon") expected to commence a subcarrier lease with Gravity Pad within twelve (12) months from the Commencement Date (defined below); and

~~C.D.~~ WHEREAS, the City has negotiated an ~~Easement Lease~~ Agreement with Tower-Point ~~Telecom Acquisitions, LLC and its successors and assigns (including its~~

asset holding company TPA V, LLC) (the "Tenant"), whereby the City shall ~~lease~~ ~~its grant an easement~~ interest for telecom purposes in and to a portion of the above-described Real pProperty, including the Lease Premises, to the Tenant (the "Easement"), and an assignment of the City's interest in the Lease to the Tenant; and

~~D.~~ E. WHEREAS, under Section 3-54-1 NMSA 1978, the City is required to obtain an appraisal from a qualified appraiser of any real property to be ~~leased~~granted, and said appraisal was prepared by Lee Morris of Morris Appraisal Services, Inc. dated August 25, 2022; and

E. According to the aforesaid appraisal, the appraiser opined as follows: "Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the market rent for the ground lease as stated as of the effective date of this report was: **FIFTEEN SIX THOUSAND DOLLARS (\$156,000.00)** per year.

F. The contemplated rental-purchase price to the City is a one-time up front payment of \$17580,000.00 to be paid to the City at the inception of the LeaseEasement ("Commencement Date"). Additionally, there shall be a second payment of \$80,000 in the event Verizon commences a sublease with Gravity Pad, and the Tenant receives an increase in Rent from Gravity Pad within twelve (12) months' of the Commencement Date. The Lease-Easement shall ~~be~~ for a ninety-nine (99) year term commencing upon the effective date of this OrdinanceCommencement Date.

G. The ~~Lessee-Tenant~~ of the proposed ~~agreement-Easement~~ shall be TPA V, LLC~~Sun State Towers III~~, a Delaware Limited Liability Company. A copy of the following documents are attached hereto as **EXHIBITS A and B**, and are incorporated into this Ordinance by reference.

1. Purchase and Sale Agreement Exhibit A- Letter of Intent to Purchase interest in Wireless Site.
2. Communications Facility Easement and Assignment of Tower-Related Ground LeaseExhibit B- Easement Agreement.

H. The City Commission has determined that it is in the best interests of the City to consummate the proposed transaction. Several of the reasons in support of proceeding with the proposed transaction include the following:

1. As noted above, the proposed payment of \$17580,000.00 would be "up-front" at the inception of the LeaseEasement.
2. Proceeding with the proposed transaction represents the best use of the Real pProperty. It would be otherwise difficult and costly to develop the Real pProperty.

3. In the absence of entering into the proposed long term ~~Lease-Easement~~ Agreement, it is very speculative if the ~~Real p~~Property could be used as a cell tower site in the distant future.

4. Operating and maintaining the ~~pReal~~ Property in its current use has been a labor-intensive endeavor the City. Entering into this proposed transaction would relieve the City of a significant, time-consuming burden.

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

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

Section 2. Material Terms Lease Agreement.

A. The City shall ~~lease-grant an Easement in a portion of~~ the above-described ~~pReal~~ Property to the ~~t~~Tenant in accordance with the terms described in **EXHIBITS A and B** above.

B. The Tenant acknowledged that, ~~except as specifically referenced in the Easement, #~~Tenant is ~~leasing-taking grant of~~ the ~~property-inEasement a~~in "as is" condition, and, the City has-, ~~except as specifically referenced in the Easement,~~ made no warranties or representations regarding the Real Property, the status of its title, or its feasibility for development.

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

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

PASSED, ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____ 2023.

CITY OF TRUTH OR CONSEQUENCES

By _____
AMANDA FORRISTER, Mayor

ATTEST:

By _____
ANGELA TORRES, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: I.1

SUBJECT: Approval to close the PD Confidential Bank Account

DEPARTMENT: Finance

DATE SUBMITTED: May 5, 2023

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Kristie Wilson

Summary/Background:

Closing of obsolete bank account.

Recommendation:

Approval of bank account closure.

Attachments:

- Bank statement

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

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. N/A Ordinance No. N/A

Continued To: - Referred To: -

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

File Name: CC Agendas 5-10-2023

FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00018 01
ACCOUNT:

PAGE: 1,
30088859 04/28/2023

TELEPHONE:575-894-7148

CITY OF T OR C
PD CONFIDENTIAL
505 SIMS ST
T OR C NM 87901

30-0
0
0

=====

www.firstsavingsbanks.com

=====

=====

N.O.W. ACCOUNT 30088859

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			03/31/23	5,805.41
AP Transfer 04/14/2023	373.84		04/14/23	5,431.57
INTEREST		.35	04/28/23	5,431.92
BALANCE THIS STATEMENT			04/28/23	5,431.92
TOTAL DAYS IN STATEMENT PERIOD 04/01/23 THROUGH 04/28/23:				28
TOTAL CREDITS (1)	.35	MINIMUM BALANCE		5,431.57
TOTAL DEBITS (1)	373.84	AVG AVAILABLE BALANCE		5,605.13
INTEREST THIS STATEMENT	.35			

- END OF STATEMENT -



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: I.2

SUBJECT: Discussion/Action: CDBG Professional Services Agreement for Grant Administration Services

DEPARTMENT: Community Development

DATE SUBMITTED: May 4, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

The City has entered into a Grant Agreement with the NM CDBG Program for Water Meter Replacement. Part of the grant funding is allocated to Grant Administration Services. Staff wishes to enter into an agreement with South Central Council of Government for these services.

Recommendation:

Approve CDBG Professional Services Agreement

Attachments:

- Professional Services Agreement
- CDBG Funding Summary

Fiscal Impact (Finance): Yes

CDBG Grant Funds \$22,500.00

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-10-2023

Exhibit 3-B
CONTRACT FOR ADMINISTRATIVE SERVICES

Project City of Truth or Consequences Water Meter Replacement

Contract N°. _____

Project N°. 22-C-NR-I-01-G-01



Distribution to:

- ☒ Owner
- ☒ Consultant
- ☒ LGD
- ☐ Other

Community Development Block Grant Program

This Agreement entered into this ____ day of _____, 2023, by and between

the **"Grantee"**

and the **"Consultant"**

[
City of Truth or Consequences (T or C)
505 Sims Street
Truth or Consequences, NM 87901
]

[
South Central Council of Governments (SCCOG)
PO Box 1072
Elephant Butte, NM 87935
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[This document was prepared to be used with Community Development Block Grant and state funded projects. This document has important legal consequences; consultation with an Attorney is encouraged with respect to its completion or modification]

PART I -- AGREEMENT

This Agreement for professional services is by and between City of T or C,
name of grantee
(hereinafter called the "Grantee" or "Owner") and SCCOG a corporation
name of consultant
organized under the laws of the State of New Mexico, (hereinafter called the "Consultant").

WITNESSETH THAT:

WHEREAS, Grantee has entered into an agreement with the State of New Mexico for the implementation of the Community Development Block Grant (CDBG) Program pursuant to Title 1 of the Housing and Community Development Act of 1974; and,

WHEREAS, Grantee desires to engage Consultant to render certain administrative services in connection with its CDBG Program;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

Grantee agrees to engage Consultant, and Consultant agrees to satisfactorily perform the following scope of services:

2. Scope of Services

- A. With the assistance of the grantee, help conduct public hearings. This includes, but is not limited to, tasks such as assisting with public hearings, preparing public notices, and documenting citizen input.
- B. Prepare Environmental Review Record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation of the Request for Release of Funds, and obtaining adequate backup documentation. For activities which are not exempt from environmental assessments, an environmental assessment will be prepared. For activities which are exempt or categorically excluded from environmental assessments, a written Finding of Exemption will be prepared, which should identify the project or activity, and under which category of exemption it falls. Documentation of compliance with the requirements of historic preservation, flood plains and wetlands, and other applicable authorities must be included.
- C. Coordinate requests for payment with the grantee to insure consistency with the letter of credit procedures established for the CDBG program.

- D. Insure that the grantee has an acceptable financial management system for the CDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- E. Establish grantee project files. These must be maintained in compliance with all applicable state, local and federal regulations. Monitor project files throughout the program to insure they are complete and that all necessary documentation is being retained in the grantee's files.
- F. If applicable, assist grantee in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.).
- G. Obtain contractor and subcontractor clearances from the state.
- H. Check weekly payrolls to insure compliance with wage decisions. Conduct on-site interviews and compare the results with appropriate payrolls.
- I. Monitor construction to insure compliance with Equal Opportunity and Labor Standards Provisions.
- J. Make progress inspections and certify partial payment requests.
- K. Accompany design professional on final inspection and issue a final certificate of payment.
- L. Prepare close-out documents to include Project Completion Report, Final Wage Compliance Report, and Certificates of Completion.

Services in each of the task areas above shall be performed at the direction of the Director, Department of Community Development, or his designated representative.

3. Time of Performance

The Consultant shall commence work on 6/1/23, and shall continue providing services in the sequence appropriate to Grantee's CDBG project. All services shall be completed no later than twenty four months from the date of this Agreement.

4. Access to Information

It is agreed that all available information, data, reports, records and maps shall be furnished to Consultant by Grantee and its agencies. No charge will be made to Consultant for such information, and Grantee and its agencies will cooperate with Consultant to facilitate the performance of the work described in this Agreement.

5. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed twenty two thousand five hundred dollars (\$ 22,500.00) for all services, including travel, per diem and other expenses. All work will be performed on a time and materials basis. Consultant time

for principal and staff will be provided at their respective rates of pay times for direct personal expense. Ten percent (10%) of the total contract amount shall be retained by Grantee until formal closeout of the project by the state.

Travel at the lowest practicable class of common carrier and per diem costs at the amount set in Grantee's mileage and per diem regulations for food, lodging and incidental expenses are INCLUDED in the maximum contract amount.

For payments due, Consultant shall submit monthly invoices to Grantee for costs incurred in that period. Invoices shall itemize the tasks completed, person-days provided, and shall list the travel and per diem costs incurred in performing the tasks. The invoice shall be payable to the Consultant within 20 days of receipt by Grantee.

The Consultant agrees to keep accurate records of all time and expenses allocated to the work. Such records shall be kept in the office of the Consultant and shall be made available to Grantee for inspection and copying upon reasonable request.

6. Ownership of Documents

All documents and data produced are the property of the Grantee. Consultant may retain reproducible copies.

7. Indemnification

Consultant shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes or contributions imposed or required under Social Security, Workman's Compensation, and income tax laws. Consultant shall hold Grantee harmless with respect to any damages, expenses, or claims arising from or in connection with any negligent acts, errors or omissions performed by Consultant under this Agreement. This shall not be construed as a limitation of Consultant's liability under this Agreement, or as otherwise provided by law.

8. Expert Testimony

Grantee agrees to pay for additional staff time, at the contract hourly billing rates, plus expenses at cost, that might be required for expert testimony or court appearances, including preparation time and legal costs that might arise because of Consultant's involvement in this assignment, whether subpoenaed by the Grantee or any other party.

9. Terms and Conditions

This Agreement is subject to the provisions titled "Part II, Federal Terms and Conditions for Professional Services" consisting of six (6) pages, attached hereto and incorporated herein by reference.

10. Address for Notices and Communications

Grantee: City of Truth or
Consequences
505 Sims Street
Truth or Consequences, NM
87901

Consultant: SCCOG
PO Box 1072
Elephant Butte, NM 87935

11. Captions

Each paragraph of this Agreement has been supplied with a caption only to serve as a guide to the contents. The caption does not control the meaning of a paragraph or in any way determine its interpretation or application.

ATTEST:

Grantee: City of T or C

By: _____

Title: Mayor

Date: _____

Consultant: SCCOG

By: _____

Title: Executive Director

Date: _____

PART II
FEDERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

State administered Community Development Block Grant monies are federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code." The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

1. **Termination of Contract for Cause** - If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall there-upon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

2. **Termination for Convenience of the Owner** - The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, paragraph 1 hereof relative to termination shall apply.
3. **Changes** - The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this contract.
4. **Personnel** -
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - b. All of the services required hereunder will be performed by the Consultant or

under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignability** - The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Consultant from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
6. **Reports and Information** - The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Records and Audits** - The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the Owner and the funding agency.
8. **Findings Confidential** - All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall **not** be made available to any individual or organization without the prior written approval of the Owner.
9. **Copyright** - No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. **Compliance with Local Laws** - The Consultant shall comply with all applicable laws, ordinances and codes of the State and the Owner, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. **Equal Employment Opportunity** - During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.

- b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Owner's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Consultant's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Owners's representative may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the Owner, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

13. **Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to

comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
15. **Interest of Members of the Owner** - No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
16. **Interest of other Local Public Officials** - No member of the governing body of the Owner and no other public official of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
17. **Interest of Consultant and Employees** - The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
18. **Access to Records** - The State funding (grantor) agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the Owner and will be maintained for a period of six (6) years from the official date of close-out of the grant.

Exhibit 1-C

Project Cost/Financing Summary

Entity Name: <u>City of Truth or Consequences</u>		<input checked="" type="checkbox"/> Grant Agreement		CDBG Amount: <u>\$ 750,000.00</u>	
CDBG Project Number: <u>22-C-NR-I-01-G-01</u>		<input type="checkbox"/> Grant Amendment		Other Amount: <u>\$ 75,000.00</u>	

Project Cost Activities	Project Funding Sources					Total Project Cost
	CDBG Funds	Other Sources (Identify other local, state, federal, or private)				
		Cash Match	Leverage			
Administration (Contractual)	\$ 22,500.00					\$ 22,500.00
Architect/Engineer	\$ 69,338.70	\$ 7,704.30				\$ 77,043.00
Other Professional						\$ -
Inspection (Testing)						\$ -
Property Acquisition						\$ -
Property Rehabilitation						\$ -
Construction	\$ 658,161.30	\$ 67,295.70				\$ 725,457.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Totals	\$ 750,000.00	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 825,000.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: I.3

SUBJECT: Discussion/Action: Proposal to Conduct a Comprehensive Water and Wastewater Cost of Service and Rate Design Study

DEPARTMENT: Community Development

DATE SUBMITTED: May 4, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Review current status of Water and Wastewater revenues and expenses and infrastructure needs

Recommendation:

Approve Proposal for Water and Wastewater Rate Study

Attachments:

- Proposal
-

Fiscal Impact (Finance): Yes

\$41,660.00

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-10-2023



8140 North Mopac Expressway
Suite 1-240
Austin, TX 78759
Phone: (512) 806-7713

April 14, 2023
via email: talvarez@torcnm.org

Ms. Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901

Subject: Proposal to Conduct a Comprehensive Water and Wastewater Cost of Service and Rate Design Study

Dear Ms. Alvarez:

NewGen Strategies and Solutions, LLC (NewGen) appreciates the opportunity to once again offer our consulting services to assist the City of Truth or Consequences (City) by performing a comprehensive water and wastewater cost of service and rate design study. This proposal letter details the tasks necessary to complete this scope of work, as well as the associated project schedule and budget.

Scope of Work

Task 1 – Initiation of Initial Data Request

The Project Team will develop an initial data request that will be needed to adequately begin the review and evaluation of the City's water and wastewater rates. This data will include, but is not limited to, operating, financial, management, policy, contract, and ordinance data. The purpose of the initial data request is to become more familiar with the City's operations and policies in order to maximize the effectiveness of our time with City representatives in the project kickoff meeting. The Project Team will issue the initial data request within five (5) days after receiving notice to proceed on the project.

Task 2 – Initial Data and Information Assessment

Once the City has submitted the initially requested data, the data will be reviewed for discussion during the project kickoff meeting. Throughout the course of the project, data received by the Project Team will be sampled and tested for accuracy. The sampling and testing of data is imperative in regard to the billing data used to set rates and is essential in the development of proper cost allocations and reliable revenue projections that the billing data be as accurate as possible. The Project Team will work closely with the City's billing staff and software provider to extract the appropriate billing data. In addition, as necessary, the Project Team will conduct informal interviews with City staff during our review of the historical data to ensure that the Project Team understands the information provided.

Task 3 – Project Kickoff Meeting

After receiving the initially requested data, the Project Team will work with the City to schedule a kickoff meeting. The primary reason for the kickoff meeting is to allow the key Project Team consultants and participants from the City to be introduced and lay the general framework for how the Study will be conducted. This meeting will also allow for the finalization of the proposed work approach, as well as

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discussion and clarification of the information analyzed in Task 2. In addition, the project kickoff meeting will allow for the Project Team to gain a better understanding of the goals and objectives, as well as expectations, the City desires to achieve from the Study.

Task 4 – Determination of Test-Year Revenue Requirements

A test-year is a common term in rate studies that refers to an adjusted fiscal year cost that will be used as a basis for setting rates. The initial test year for the various service functions is proposed to be established as follows.

Revenue requirements will be developed for the water and wastewater utilities using the American Water Works Association (AWWA) accepted cash needs approach. The cash needs approach closely follows municipal budgeting practices and incorporates a utility's operation and maintenance costs, debt service and bond coverage requirements, cash funded capital outlays, reserve requirements, and transfers. In developing the revenue requirements, the Project Team will assess and project each utility's cost of service by analyzing each utility's historical costs, the current budget year, and any forecasts made for future fiscal years. The test-year cost of service will be adjusted by non-rate revenue sources to develop the test-year revenue required from utility rates.

Task 5 – Forecast of Revenue Requirements

Using the test-year developed in Task 4 for each utility, the Project Team will begin the development of a five-year revenue requirement forecast. As necessary, interviews with City staff may be conducted to gather additional data to complete this task. During this task, it is crucial to thoroughly analyze the assumptions used in projecting the revenue requirements. These assumptions may include, but may not be limited to, growth rate, inflation rates, changes in contractual obligations, and capital improvements. The Project Team will work closely with City staff to examine the City's planned method of financing future capital improvements (e.g. cash, debt, grants) and the financing methods' impact on rates, operating and capital reserve targets, and debt coverage requirements, as well as examine anticipated operational and/or staffing changes over the five-year forecast.

Task 6 – Determination of Realizable Revenue at Current Rates

The results of this task will provide the data to properly evaluate the cost of service, the magnitude of overall increases, if any, and the probability of redistribution of revenue responsibility between customer classes as well as provide the Project Team the ability to compare the actual cost to provide utility service with the anticipated billed revenues of the utility. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. This task will also provide a "check" of the data provided by City staff.

Task 7 – Cost of Service

After developing the test year revenue requirement for each utility and forecasting the revenue requirement for a five-year period, the Project Team will perform a cost of service analysis specific to each service function. The cost of service analysis determines the overall cost responsibility of each customer class for the provision of the respective utility service and is crucial in establishing equitable rates. The following discusses the analysis to be performed.

To begin the water and wastewater cost of service analysis, the Project Team will functionalize the water and wastewater revenue requirement. Functionalization is the process of grouping costs based on the

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function, or type, of service provided. For example, water utility costs can be functionalized into supply, treatment, transmission, and distribution. Discussions will be held with City staff to understand the types of services provided by the City, and what system information is available from the City, to determine the appropriate functional cost categories to be used in the cost of service determinations. The final selection of the functional cost categories will be discussed with City staff.

After the development of the functionalized costs in Task 7, water and wastewater costs are classified into the components of utility service that is provided. For the water utility, it is proposed that costs be classified using the AWWA recommended Base Extra-Capacity method, where costs are classified as base, extra-capacity, and customer related. For the wastewater utility, assuming the City utilizes an industrial strength surcharge, it is proposed that costs be classified using the Water Environmental Federation (WEF) recognized flow, Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), and customer parameters.

It should be noted that these are the Project Team's proposed classification methods. Discussions will be held with City staff before the finalization of the agreement between the City and the Project Team to determine the appropriate classification methods to utilize in recognition of the City's objectives and available system and billing data.

One of the most important considerations in the setting of fair and equitable rates for water and wastewater utility service is the establishment of the appropriate grouping of customers (i.e., customer classes for cost distribution after costs are classified). Generally, a customer class should only include those customers who: (a) are in a similar location in relation to the utility; (b) use the same or similar service from the utility; and (c) receive similar service from the utility and place similar demands upon the utility. As part of the City's request, the Project Team will analyze the usage patterns of the presently defined customer classes in the above context and evaluate whether a new classification of customers should be recommended.

Costs within each utility will be allocated to the selected customer classes based on each customer class's level of service provided by the City. It is imperative that the factors that form the basis of costs incurred by the City to provide continuous and adequate service to its customers be appropriately identified. This identification requires a thorough understanding of the influencing conditions controlling the design and/or actual operation of a system. These conditions include normal and peak weather conditions. Members of the Project Team are thoroughly versed in appropriately identifying these costs and are recognized experts before the State's rate regulatory agencies. The factors for the allocation of costs to the customer classes will be dependent on the billing and system information available from the City.

Task 8 – Development of Rate and Fee Design

In the formulation of a rate and fee design plan, a clear and distinct understanding of the City's overall goals and objectives should serve as the foundation for the development of options since rate and fee design enables the utility to meet its service pricing objectives. Prior to commencing this task, members of the Project Team will discuss with City staff the potential rate design alternatives that meet the City's pricing goals and objectives. Please note that pricing for this task includes development of a maximum of three (3) alternative water rate structures and three (3) alternative wastewater rate structures.

Task 9 – Draft Report Preparation

The Project Team will develop a draft report summarizing findings, conclusions, and recommendations of the water and wastewater rate study. The Project Team is committed to ensuring that the City thoroughly

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understands the recommendations in the draft report and will ensure that City staff has sufficient time to address their concerns and/or questions prior to finalizing the report.

Task 10 – Final Report Preparation and Presentation

Upon receipt of City staff comments, the Project Team will make appropriate changes and provide the City with the final report. After completion of the final report, the Project Team will make a presentation of its recommendations to the City Council.

Deliverables:

- Up to two (2) on-site meetings with the Project Team, including the Project Kickoff meeting (which will include a tour of facilities as necessary) and the Presentation of the Study results to the City Council
- Electronic Copy of Draft Report
- Electronic and Hard Copies of Final Report

Project Schedule and Budget

Subject to timely response to information and data requests, as well as availability of data, NewGen will have draft rates for discussion with City staff within 120–150 days from notice to proceed. Assuming a start date of June 1, 2023, the final report will be issued no later than October 31, 2023. The various tasks of this Study will be conducted concurrently, to the extent possible, which ensures that the Study is moving forward in a cost-efficient manner.

The following table summarizes the proposed fees for this engagement. Based on NewGen's understanding of the scope of services and data available from the City, NewGen will commit to completing the comprehensive water and wastewater cost of service and rate design study for a **not-to-exceed price of \$41,660**, inclusive of out-of-pocket expenses incurred at cost.

		Personnel	Dave Yanke Project Manager	Stephanie Crain Lead Analyst	Celeste Esquivel Data Analyst	Total Hours by Task	Total Cost by Task
		Hourly Billing Rate	\$360	\$210	\$155		
NewGen Task							
1	Initiation of Initial Data Request		1	2	4	7	\$ 1,400
2	Initial Data and Information Assessment		4	1	8	13	\$ 2,890
3	Project Kickoff Meeting		6	0	8	14	\$ 3,400
4	Determination of Test-Year Revenue Requirements		4	4	28	36	\$ 6,620
5	Forecast of Revenue Requirements		4	2	14	20	\$ 4,030
6	Determination of Realizable Revenue at Current Rates		3	2	12	17	\$ 3,360
7	Cost of Service		2	2	40	44	\$ 7,340
8	Development of Rate and Fee Design		4	0	16	20	\$ 3,920
9	Draft Report Preparation		2	0	12	14	\$ 2,580
10	Final Report Preparation and Presentation		8	0	8	16	\$ 4,120
		Labor Hours	38	13	150	201	\$ 39,660
			Out-of-Pocket / Travel Expenses				\$ 2,000
			Total Proposed Not-to-Exceed Budget				\$ 41,660

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April 14, 2023
Page 5

This project will be billed based on time and expense using our standard billing rates listed below. All services provided by NewGen will be billed at the hourly rates listed below with a monthly invoice submitted for the stated services. Out-of-pocket expenses will be billed on a cost basis (i.e., with no mark-up).

NewGen Strategies and Solutions 2023 Billing Rates	
Staff	Hourly Billing Rate
Dave Yanke, President	\$360
Stephanie Crain, Manager	\$210
Celeste Esquivel, Consultant	\$155

Conclusion

NewGen appreciates the opportunity to continue assisting the City with their project needs. Should you have any questions or comments concerning this letter, please do not hesitate to contact me at 512.649.1254 or dyanke@newgenstrategies.net

Sincerely,
NewGen Strategies and Solutions, LLC

DocuSigned by:

500E94C76CC84BC...
Dave Yanke
President

If the City of Truth or Consequences finds the scope of services, project timing, and fees acceptable, please sign one copy as noted below, retain one copy for the City's records, and return one copy (via email) to Dave Yanke at NewGen Strategies and Solutions, LLC.

City of Truth or Consequences (\$41,660)

Signed _____ Printed _____

Title _____ Date _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: I.4

SUBJECT: Discussion/Action: Approve and Accept a Grant of Right of Way Easement for Public Road and Utility Easement

DEPARTMENT: Community Development

DATE SUBMITTED: May 4, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Ashbaugh Construction Co. would like to grant a right of way easement for public road and utility easement of a strip of land (noted as a shaded area on Exhibit A) to the City of Truth or Consequences

Recommendation:

Approve and Accept the Grant of Right of Way Easement for Public Road and Utility Easement

Attachments:

- Grant of Right of Way Easement for Public Road and Utility Easement
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-10-2023

GRANT OF RIGHT OF WAY EASEMENT
FOR PUBLIC ROAD AND UTILITY EASEMENT

THIS INDENTURE, made and entered on this ____ day of May 2023, by and between **ASHBAUGH CONSTRUCTION CO., INC., a New Mexico Corporation**, whose address is 424 E. 3rd Street, Truth or Consequences, New Mexico, 87901, **party of the first part**, and **CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, a New Mexico Municipal Corporation**, whose address is 505 Sims Street, Truth or Consequences, New Mexico, 87901, **party of the second part**.

WITNESSETH: That the said party of the first part, for consideration paid, does grant, unto the said party of the second part, a perpetual, full and unrestricted utility easement and right-of-way for a public street, along, over and across the following described strip of land lying in the County of Sierra, State of New Mexico, to-wit:

DESCRIPTION

SEE EXHIBIT "A" SHADED AREA AND LEGAL DESCRIPTION ON PAGE

TWO (2) ATTACHED HERETO AND MADE A PART HEREOF

Together with the full and unrestricted right unto the party of the second part to use the same as a utility easement and with the right to enter upon the real estate described above at any time it may see fit to maintain said area. This property, as shown on **EXHIBIT "A"** is to be dedicated as a public road.

TO HAVE AND TO HOLD the said right and easement for the uses and purposes aforesaid, unto the said party of the second part, it's successors and assigns, for so long as said right-of-way shall not be abandoned for the aforesaid purpose.

IN WITNESS THEREOF, the said party of the first part has hereupon set it's hand and seal, on the day and year hereinabove written.

ASHBAUGH CONSTRUCTION CO., INC.

By: _____
RANDALL K. ASHBAUGH, PRESIDENT
ASHBAUGH CONSTRUCTION CO., INC.

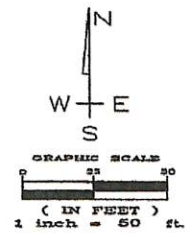
STATE OF NEW MEXICO |
ss.
COUNTY OF SIERRA |

The foregoing instrument was acknowledged before me this ____ day of May 2023, by
RANDALL K. ASHBAUGH, PRESIDENT OF ASHBAUGH CONSTRUCTION CO.,
INC.

Notary Public

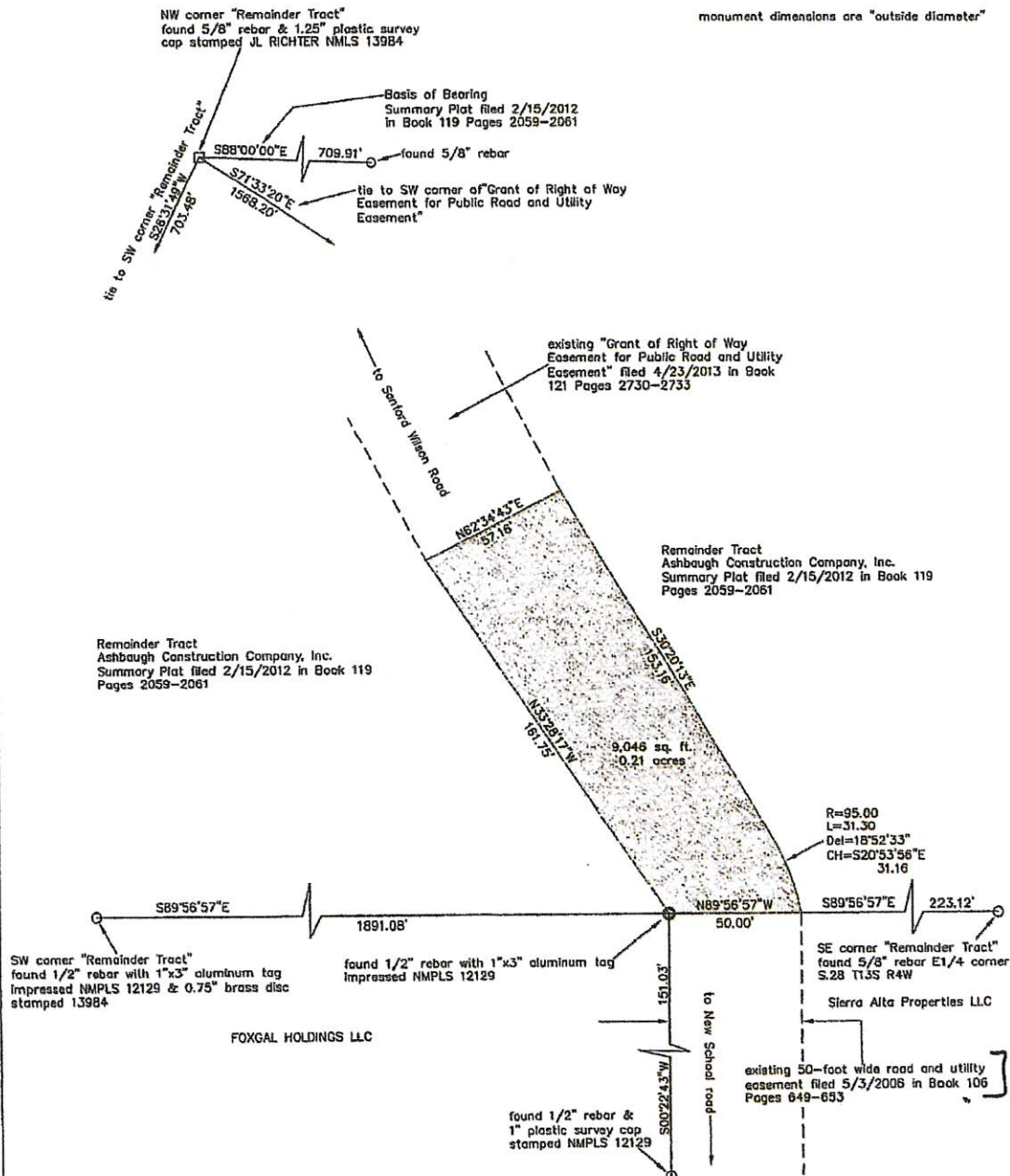
EASEMENT EXHIBIT

A road and utility easement situate within the 25.551 acre "Remainder Tract", in the NE1/4 of Section 28, Township 13 South, Range 4 West, NMPM, Truth or Consequences, Sierra County, New Mexico



See SHEET 2 OF 2 for Easement Description

monument dimensions are "outside diameter"



SURVEYORS CERTIFICATE

I, Jeff L. Richter, New Mexico Professional Surveyor No. 13984, do hereby certify that this Easement Exhibit and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the Minimum Standards for Surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief.

Jeff L. Richter 4-13-2023
Jeff L. Richter N.M.P.S. #13984 Date

RICHTER LAND SURVEYING
614 BROADWAY, P.O. BOX 1648
TRUTH OR CONSEQUENCES, NM 87901
575 894-2348

Easement/Remainder Tract

Road & Utility Easement
Sec 28, T13S, R4W

EXHIBIT "A"

EASEMENT DESCRIPTION**EASEMENT DESCRIPTION**

A road and utility easement situate within the "Remainder Tract" as shown and designated on the Summary Plat filed 2/15/2012 in Book 119 Pages 2059-2061 Sierra County records, in the NE1/4 of Section 28, Township 13 South, Range 4 West, NMPM, Truth or Consequences, Sierra County, New Mexico and being further described as follows:

Beginning at the southeast corner of the easement herein described on the south line of the Remainder Tract whence the east 1/4 corner of Section 28 a 5/8" rebar bears S89°56'57"E a distance of 223.12 feet;

Thence N89°56'57"W, along the south line of the Remainder Tract, a distance of 50.00 feet to the southwest corner of the easement herein described;

Thence N33°28'17"W a distance of 161.75 feet to the northwest corner of the easement herein described, being the southwest corner of an existing "Grant of Right of Way Easement for Public Road and Utility Easement" filed 4/23/2013 in Book 121 Pages 2730-2733 Sierra County records;

Thence N62°34'43"E, along the southerly line of said "Grant of Right of Way Easement for Public Road and Utility Easement", a distance of 57.16 feet to the northeast corner of the easement herein described being the southeast corner of said "Grant of Right of Way Easement for Public Road and Utility Easement";

Thence S30°20'13"E a distance of 153.16 feet to a point of curvature;

Thence along a curve to the right 31.30 feet (radius=95.00 feet, delta=18°52'33", long chord bears S20°53'56"E 31.16 feet) to the place of beginning, and containing 9,046 square feet (0.21 acre), more or less.

RICHTER LAND SURVEYING
614 BROADWAY, P.O. BOX 1648
TRUTH OR CONSEQUENCES, NM 87901
575 894-2346

Easement/Remainder Tract

Road & Utility Easement
Sec 28, T13S, R4W



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: I.5

SUBJECT: Discussion/Action: Memorandum of Agreement between NMDOT and the City of T or C

DEPARTMENT: Community Development

DATE SUBMITTED: May 4, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

City Commission Approved Resolution 30 22/23 on Feb.8, 2023 approving support of a Fourth Leg to the Proposed Intersection/Roundabout at Date Street and NM 181 Of The New Mexico Department of Transportation (NMDOT) I-25 Business Loop 11 (Date Street) Project Cn 1101232 For the Purpose of Servicing Future Development. This is the required MOA for design of the proposed project.

Recommendation:

Approve MOA

Attachments:

- MOA
-

Fiscal Impact (Finance): No

Design costs have been paid for

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 5-10-2023

Contractor No.: _____
Vendor No.: _____

Memorandum of Agreement

This Memorandum of Agreement (Agreement) is between the **New Mexico Department of Transportation** (Department), and the **City of Truth or Consequences** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, the Department has let a contract for the construction of a highway project within the boundaries of the Public Entity, identified as I-25 Business Loop 11 (Date Street) Reconstruction, Project Number 1101231_1101232, CN 1101231_1101232, (Project);

Whereas, Project will include construction of a three-leg roundabout (Roundabout) located at New Mexico 181 and Business Loop 11 (Date Street);

Whereas, Public Entity has provided to the Department funding in the amount of \$100,000 to design a fourth leg turnout (Turnout) for the Roundabout as part of the Project;

Whereas, the estimated design cost for the Turnout is \$98,315.71, inclusive of New Mexico Gross Receipts tax (GRT) (\$91,456.47 for contemplated design services and \$6,859.24 in estimated GRT; see Exhibit 1 attached hereto); and

Whereas, the parties agree to set forth in this Agreement their responsibilities concerning the design and construction of the Turnout.

Now therefore, pursuant to NMSA 1978, Sections 67-3-28, the parties agree as follows:

1. The Department Shall:

- a. The Department shall act as the lead agency and provide the project management necessary for the design and construction of the Turnout. The NMDOT will enter into an agreement with a consultant and assume responsibility for the design and engineering of the Turnout and its construction.
- b. The NMDOT will be responsible for the costs associated with the construction of the Turnout.

- c. Following the completion of the construction of the Roundabout, the NMDOT will assume responsibility for the maintenance and repair of the Turnout.
- d. Upon completion of the Project and final acceptance from the Department, reimburse the Public Entity should the actual design costs of the Turnout be less than the funding provided by the Public Entity for design of the Turnout.

2. The Public Entity Shall:

- a. In the event that actual costs for the design of Turnout is greater than the funding provided pursuant to this section of the Agreement, provide the Department with the difference between the funding provided pursuant to this section of the Agreement and the actual cost of designing the Turnout, including New Mexico gross receipts tax.

3. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below.

4. 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.

5. New Mexico Tort Claims Act.

As between the Department and Public Entity, 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.

6. 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.

7. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

8. 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, 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.

9. 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 Public Entity, 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 Public Entity, Legislature, or the Congress of the United States if federal funds are involved, this Agreement terminates upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

10. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement remains in full force and effect.

11. Contingent on Project Being Let.

In the event that the Project is not let for any reason, this Agreement becomes null and void and shall create no obligation on any of the parties.

12. Applicable Law.

The Laws of the State of New Mexico govern this Agreement, without giving effect to its choice of law provisions. Venue is proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

13. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing (including notice by E-mail) and be given to the principal contacts listed below.

Name: Aaron Chavarria, P.E.,
Title: District One Engineer
New Mexico Department of Transportation
Address: 2912 E. Pine Street, Deming, NM 88030
Office: 575-640-6804
E-mail: Aaron.Chavarria@dot.nm.gov

Name: Traci Alvarez
Title: Assistant City Manager
City of Truth or Consequences
Address: 505 Sims Street
Truth or Consequences, NM 87901
Office: 575-952-0565
E-mail: talvarez@torcnm.org

14. Amendment.

This Agreement may be amended by an instrument in writing and executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
State Traffic Engineer

Date: _____

By: _____
District One Engineer

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

City of Truth or Consequences

By: _____

Date: _____

Title: _____

Attest: _____

April 18, 2023

Mark Salazar, PE
Project Development Engineer
New Mexico Department of Transportation
NMDOT, South Region Design
Las Cruces, NM 88001

**RE: CN 2101231 I-25 Business Loop, BL-11 (Phase I) and
CN 2101232 I-25 Business Loop, BL-11 (Phase II)
NM 181 Intersection Design Modification**

Dear Mr. Salazar:

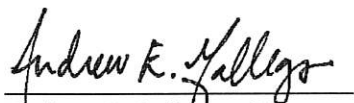
WHPacific is pleased to submit this fee proposal (Task Order No. 1) to provide Engineering Services to redesign the roundabout intersection at NM 181 at the north side of Truth or Consequences, NM. Included herein is our fee estimate of **\$98,315.71** (with NMGR). We are submitting the following items to your office for review.

1. Project Cost Summary
2. Work Element Summary
3. Estimated Man-Hours
4. Appendix A Scope Statement
5. Sub Consultant Fee Proposals

If you have any questions regarding the fee proposal, please contact myself or Hal Byrd.

Sincerely,

WHPacific, Inc.



Andrew E. Gallegos, PE
Project Manager/Transportation Design Manager

cc: Hal Byrd, Director of Transportation
Jonathan Pena, Operations Manager
File

Scope of Work
NM 181 Roundabout Modification
CN 1101231/1101232
Amendment No. 1

Task 1: Roundabout Design and Production

This task will revise and update the plan sheets related to the NM 181 roundabout intersection. The following tasks will be performed on this task:

- Update roundabout design including horizontal and vertical layout and curb design.
- Update drainage design and affected plan sheets.
- Update lighting design and affected plan sheets.
- Update landscape design and affected plan sheets.
- Update to up to 60 plan sheets.
- Mark out sheets that no longer apply.
- Calculate updated quantities and estimate.

Deliverables:

- PDF of 11" x 17" Revised Plan Sheets, signed and stamped
- PDF of Final Construction Estimate
- PDF of updated Lighting Analysis

Task 2 – Project Management & QC Review

The Public Involvement task will include WHPacific preparing for one (1) Public Involvement Meeting and includes the following:

- Provide Quality Review of Plans, Estimate, and deliverables.
- Provide coordination with NMDOT and City of T or C throughout design.
- Host and attend Plan Review Meeting with NMDOT and City of T or C.

Deliverables:

- Redline markups and QC cover sheet
- Comment Response Log and Meeting Notes for virtual review meeting.

Assumptions and Exclusions:

- Plan Review Meeting will be held virtually using Teams.
- A Bluebeam Session review will be provided for the plan comments by NMDOT and City.

Project Schedule

The proposed project schedule is shown below. It assumes that an NTP will be issued with the Purchase Order on or by the listed date and may be shifted to account for the actual NTP date.

Project Schedule

Submittal Item	Duration (Days)	Date
NTP	0	5/15/2023
Design and Sheet Updates	45	6/29/2023
Plan Review Meeting	7	7/6/2023
Final Submittal	14	7/20/2023

**I-25 Business Loop, CN 1101231/1101232
NM 181 Intersection Design Modification
PROJECT COST SUMMARY**

SUMMARY OF COSTS

WORK CLASSIFICATIONS	DIRECT LABOR (DL)	FULL LABOR RATE (FLR)	MAN HOURS	PROJECTED COST
Principal-In-Charge	\$72.00	\$223.20	12	\$2,678.40
Project Manager	\$65.00	\$201.50	138	\$27,807.00
Senior Engineer	\$55.43	\$171.83	56	\$9,622.65
Project Engineer	\$43.03	\$133.39	236	\$31,480.75
Staff Engineer	\$37.42	\$116.00	80	\$9,280.16
SUBTOTAL DIRECT COSTS =			522	\$80,868.96

SUBCONSULTANTS

Lee Engineering	Lighting and Signal Sheets	\$	8,922.51
Sites Southwest	Landscaping Sheets	\$	1,665.00
SUBTOTAL SUBCONSULTANTS =			\$10,587.51

DIRECT EXPENSES

Printing & Reproduction	Lump Sum	\$0.00
Plotting	Lump Sum	\$0.00
Mileage	\$ 0.585 /mile	\$0.00
Per Diem	\$ 151.00 /day	\$0.00
SUBTOTAL DIRECT COSTS =		\$0.00

TOTAL COSTS =		\$91,456.47
NMGRT-ALBUQUERQUE (7.75%)		\$6,859.24
TOTAL COSTS (WITH TAX) =		\$98,315.71

I-25 Business Loop, CN 1101231/1101232
NM 181 Intersection Design Modification
WORK ELEMENT SUMMARY

Task 01: Roundabout Design & Production

WORK CLASSIFICATIONS	DIRECT LABOR (DL)	FULL LABOR RATE (FLR)	MAN HOURS	PROJECTED COST
Principal-In-Charge	\$72.00	\$223.20	0	\$0.00
Project Manager	\$65.00	\$201.50	66	\$13,299.00
Senior Engineer	\$55.43	\$171.83	28	\$4,811.33
Project Engineer	\$43.03	\$133.39	222	\$29,613.25
Staff Engineer	\$37.42	\$116.00	80	\$9,280.16
		SUM =	396	\$57,003.74

SUBCONSULTANTS

Lee Engineering	Lighting and Signal Sheets	\$	8,922.51
Sites Southwest	Landscaping Sheets	\$	1,665.00
	SUM =		\$10,587.51

DIRECT EXPENSES

Printing & Reproduction	Lump Sum	\$0.00
Plotting	Lump Sum	\$0.00
Mileage	\$ 0.589 /mile	\$0.00
Per Diem	\$ 151.00 /day	\$0.00
	SUM =	\$0.00

TASK 01 SUBTOTAL = \$67,591.25

I-25 Business Loop, CN 1101231/1101232
NM 181 Intersection Design Modification
WORK ELEMENT SUMMARY

Phase II Task 02: Project Management & QC Review

WORK CLASSIFICATIONS	DIRECT LABOR (DL)	FULL LABOR RATE (FLR)	MAN HOURS	PROJECTED COST
Principal-In-Charge	\$72.00	\$223.20	12	\$2,678.40
Project Manager	\$65.00	\$201.50	72	\$14,508.00
Senior Engineer	\$55.43	\$171.83	28	\$4,811.33
Project Engineer	\$43.03	\$133.39	14	\$1,867.51
Staff Engineer	\$37.42	\$116.00	0	\$0.00
		SUM =	126	\$23,865.24

SUBCONSULTANTS

SUM = \$0.00

DIRECT EXPENSES

Printing & Reproduction	Lump Sum	\$0.00
Plotting	Lump Sum	\$0.00
Mileage	\$ 0.589 /mile	\$0.00
Per Diem	\$ 151.00 /day	\$0.00

SUM = \$0.00

TASK 02 SUBTOTAL = \$23,865.24

**I-25 Business Loop, CN 1101231/1101232
NM 181 Intersection Design Modification
MANHOUR ESTIMATE**

ACTIVITIES	Principal-In Charge	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Summary by Task
Task 01: Roundabout Design & Production						
Transportation						
Roundabout Design: Horizontal layout, design checks, and vertical curb design		8		48		56
Series 1 Plan Updates (4 Sheets)		4		16		20
Series 2 Plan Updates (12 Sheets)		4		32		36
Series 3 Plan Updates (7 Sheets)		4		24		28
Series 4 Plan Updates (2 Sheets)		2		12		14
Series 6 Plan Updates (5 Sheets)		12		18		30
Series 7 Plan Updates (6 Sheets)		4		8		12
Series 11 Plan Updates (3 Sheets)		2		4		6
Series 13 Plan Updates (2 Sheets)		2		12		14
Engineer's Estimate Update		4		16		20
Final Plan Production and Sign/Stamp Sheets		16		32		48
Drainage						
Review drainage analysis and inlet placement		2	4		8	14
Drainage Design updates for inlet placement		2	4		24	30
Series 10 Plan Updates (3 Sheets)			4		12	16
Series 11 Plan Updates (2 Sheets)			4		12	16
Engineer's Estimate Update			4		8	12
Final Plan Production and Sign/Stamp Sheets			8		16	24
Lighting						
Update plans and estimate - by Lee Engineering.						0
Landscaping						
Update plans and estimate - by Sites Southwest						0
Phase II Task 01 Summary	0	66	28	222	80	396
Phase II Task 02: Project Management & QC Review						
Transportation						
Coordination with Subconsultants		16				16
Coordination with NMDOT and City		10	6	4		20
Plan Review with NMDOT and City		6	6	10		22
Project Management and Control of Schedule and deliverables. Assume 2 mo.		16				16
QC Review of Plans	12	24	16			52
Phase II Task 02 Summary	12	72	28	14	0	126
Phase II Subtotals	12	138	56	236	80	522



ARIZONA
TEXAS
NEW MEXICO
OKLAHOMA

March 16, 2023

Andrew E. Gallegos, P.E.
Transportation Design Manager

Re: I-25 Business Loop - NM 181 Roundabout Modification

Mr. Gallegos,

Lee Engineering (LEE) is pleased to offer this proposal to modify the lighting design plans for the I-25 Business Loop and NM 181 Roundabout. It is our understanding that a fourth leg is being added to the southwest quadrant of the intersection. As such, Lee Engineering will coordinate with the project team and the NMDOT to gather the necessary changes. Following the modified roadway design plans, Lee Engineering will update the lighting design by:

- Modifying the lighting analysis,
- Adding additional luminaires to the plan,
- Revise the voltage drop calculations, and
- Produce the necessary plan changes and complete the QAQC reviews.

FEE AND SCHEDULE

LEE will perform the work above and detailed in the attached Design Fee. This proposal does not include NM Gross Receipt Tax (NMGRT). If NMGRT is found applicable to the work under this proposal, the NMGRT will be invoiced in addition to the lump sum fees above at the appropriate rate (currently 7.75%).

If you have any questions, please contact me at (505) 338-0988. Thank you for the opportunity to conduct this work on your behalf, and I look forward to working with you on this project. We can begin work on this project upon receipt of this signed letter.

Sincerely,

Accepted

A handwritten signature in blue ink, appearing to read 'P.B.A.', is written over a horizontal line.

Paul Barricklow, PE, PTOE
Lee Engineering

Andrew Gallegos, P.E.
NV5

Date

I-25 Business Loop NM 181 Roundabout Modification

Lee Engineering					
Task	Principal	Project Manager	Sr Engineering Designer	Total Hours For Task (LEE)	Total Cost For Task (LEE)
1 Project Coordination					
a. Coordination with NMDOT		3		3	\$707.64
b. Plan Review Meeting		2		2	\$471.76
c. Coordination Meetings		8		8	\$1,887.05
Task Total	0	13	0	13	\$3,066.45
2 System Re-Design					
a. Photometrics and Voltage Drops		4	6	10	\$1,700.31
b. Design Drawing Updates		3	25	28	\$3,860.91
c. QA/QC	1			1	\$294.85
Task Total	1	7	31	39	\$5,856.06
Task Total	0	0	0	0	\$0.00
Person Hours	1	20	31	52	\$8,922.51
Base Hourly Rate	\$ 90.00	\$ 72.00	\$ 38.50		
Hourly Rate with multiplier	\$ 294.85	\$ 235.88	\$ 126.13		
Labor Cost with multiplier	\$ 294.85	\$ 4,717.61	\$ 3,910.05		\$8,922.51
Subtotal - Labor + Expenses					\$8,922.51

* - No expenses are included in the estimate, typical subconsultant costs are included in overhead rate. Reproduction of Prints will be completed by NV5. Lee Engineering will provide PDFs

I-25 Business Loop, Truth or Consequences, NM (1101232)
Landscape Architectural Scope of Services/Hourly Fees for Phase II - Traffic Roundabout Modifications

March 7, 2023

Sites Southwest									
Task Description	<u>Senior Principal / Landscape Architect</u>		<u>Project Manager / Landscape Architect</u>		<u>Landscape Designer / Graphics Specialist</u>		<u>Administrative Assistant 3</u>		<u>Totals</u>
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
	\$155.00		\$135.00		\$95.00		\$65.00		
2. CN 1101232: Modify Landscape Design									
• Import new Base Drawing into Plan Set		\$0.00		\$0.00	2	\$190.00		\$0.00	
• Adjust/modify gravel hatches, add irrigation sleeving		\$0.00		\$0.00	8	\$760.00		\$0.00	
• Update title block info, restamp, reissue final plan set or individual sheets, as needed		\$0.00	1	\$135.00	2	\$190.00		\$0.00	
• Review and Coordination		\$0.00	1	\$135.00	2	\$190.00	1	\$65.00	
	0	\$0.00	2	\$270.00	14	\$1,330.00	1	\$65.00	\$1,665.00
TOTAL PHASE II FINAL DESIGN	0	\$0.00	2	\$270.00	14	\$1,330.00	1	\$65.00	\$1,665.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 10, 2023

Agenda Item #: I.6

SUBJECT: Discussion/Action: Approve Economic Development Department Grant Appropriation Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: May 4, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

See attached letter and email correspondence from NM Economic Development

Recommendation:

Approve Grant Appropriation Agreement

Attachments:

- Grant Agreement
- Letter of explanation from NM Economic Development
- Email Correspondence

Fiscal Impact (Finance): Yes

\$600,000.00 Grant – Fiscal Agent

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-10-2023

**STATE OF NEW MEXICO
DEPARTMENT OF ECONOMIC DEVELOPMENT DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 28th day of April, 2023, by and between the Economic Development Department, hereinafter called the “Department” or abbreviation such as “EDD”, and City of Truth or Consequences in partnership with and for the benefit of MainStreet 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 17, Paragraph 1, 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, the Department has the authority to enter into grant agreements for the expenditure of legislative appropriations, as per Laws 2022, Chapter 53, section 17, Paragraph 1 and NMSA 1978, § 9-15-7 (2022).

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:

STB22A G2074 \$10,000,000.00

APPROPRIATION REVERSION DATE: 30-JUN-2026

Laws of 2022, Chapter 53, Section 17, Paragraph 1, ten million dollars (\$10,000,000.00), to plan, design, construct and improve infrastructure in downtown main street districts and in local arts and cultural districts statewide; and.

The Grantee’s total reimbursements shall not exceed six-hundred thousand dollars (\$600,000.00) (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹ zero dollars (\$0), if applicable, which equals six-hundred thousand dollars (\$600,000.00) (the “Adjusted Appropriation Amount”).

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.

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." 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. (SEE ATTACHMENT A) 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 Reimburse² 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

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.

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: _____
Name: _____
Title: _____
Address: _____

Email: _____

Telephone: _____

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: _____

Name: _____

Title: _____

Address: _____

Email: _____

Telephone: _____

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

Department: Economic Development Department

Name: Julie Blanke

Title: Program Planning Specialist

Address: EDD/MainStreet, PO Box 20003, Santa Fe, NM 87504-5003

Email: Julie.blanke@state.nm.us

Telephone: 505-753-8860

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, 2025 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 in partnership with MainStreet Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Truth or Consequences in partnership with MainStreet Truth or Consequences 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 in partnership with MainStreet Truth or Consequences or the Economic Development Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences in partnership with MainStreet 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 an Economic Development Department Grant Agreement. Should the Economic Development Department early terminate the grant agreement, the City of Truth or Consequences in partnership with MainStreet 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 in partnership with MainStreet 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.

ARTICLE 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)

Date _____

Signature of MainStreet President

By: _____
(Type or Print Name)

Date

ECONOMIC DEVELOPMENT DEPARTMENT

By:
Cabinet Secretary

Date

By:
Legal Counsel – Certifying legal sufficiency

Date

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1			
I. Grantee Information (Make sure information is complete & accurate)		II. Payment Computation	
A. Grantee: _____ B. Address: _____ (Complete Mailing, including Suite, if applicable) _____ _____ City State Zip C. Phone No: _____ D. Grant No: _____ E. Project Title: _____ F. Grant Expiration Date: _____	A. Payment Request No. _____ B. Grant Amount: _____ C. AIPP Amount (If Applicable): _____ D. Funds Requested to Date: _____ E. Amount Requested this Payment: _____ F. Reversion Amount (If Applicable): _____ G. Grant Balance: _____ H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw) I. <input type="checkbox"/> Final Request for Payment (if Applicable)		
III. Fiscal Year : _____ (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. <input type="checkbox"/> 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 V/III of the Capital Outlay Grant Agreement.			
V. <input type="checkbox"/> 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 _____ Date: _____		Printed Name _____ 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		Division Project Manager	
Date _____		Date _____	

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2****Notice of Obligation to Reimburse Grantee [# 1]**

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: []

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
PROJECT DESCRIPTION & SCOPE OF WORK

Name of Grantee(s): City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences.

Grant Amount: \$600,000.00. Grantee to provide 20% match: at least 60% cash, 40% in-kind services

Project Name: Great Blocks on MainStreet: Foch Street Renovation

Project Description: Great Blocks on MainStreet: Phase I Design, Planning, Engineering and Construction.



Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

May 3, 2023

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street, T or C, NM 87901

Cathy Mears-Martin
Executive Director
MainStreet Truth or Consequences
410 Main Street, T or C, NM 87901

RE: NMMS Capital Outlay Public Infrastructure funding for Foch Street Great Blocks on MainStreet Project.

Hello Traci and Cathy,

Based on mutual discussions between representatives of New Mexico MainStreet, City of Truth or Consequences, and City of Gallup this letter is to officially inform you that the New Mexico Economic Development Department/New Mexico MainStreet is terminating Truth or Consequences grant agreement # 419-A20E2046-2101 (reversion date of 6/30/24) and has reallocated the \$986,908.33 balance to another MainStreet project in Gallup.

Concurrently, EDD/NMMS is replacing Truth or Consequences terminated award balance of \$986,908.33 with two New Mexico MainStreet Capital Outlay awards. The first award of \$600,000 is outlined in the new Grant Agreement #419-A22G2074-2306 (reversion date of 6/30/25) that has been attached. Traci, please fill out the contact information on page 4 of the new grant agreement, get appropriate approvals, sign the document on page 15, and return it to us as soon as possible.

The second NMMS Capital outlay award will come from the FY2024 Capital Outlay Funding allocated to NMMS during the 2023 Legislative Session that becomes available on July 1, 2023. This second award will be for \$400,000 plus additional funding to complete the Foch Street project. NMMS Director, Daniel Gutierrez, will work with you over the next few months to determine the final amount of additional funding above the \$400,000 once all NMDOT Certifications are complete and the project is ready to go out to bid. T or C still has the \$320,000 (grant # 419-A21F2103-2210) that reverts on 6/30/25 that you can begin drawing down for any outstanding expenses.

Thanks for your flexibility and willingness to exchange funding with the Gallup project to help ensure that funding will be expended before the reversion date of June 30, 2024.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel J. Gutierrez", written over a horizontal line.

Daniel J. Gutierrez
New Mexico MainStreet Director
New Mexico Economic Development Department
daniel.gutierrez2@edd.nm.gov
505-827-0151

From: Gutierrez, Daniel, EDD
To: Traci Alvarez; director@torcmainstreet.org
Cc: Swingle, Bruce; Ldemarino@hotmail.com; Blanke, Julie, EDD; Pedraza, Lucas, EDD
Subject: RE: [EXTERNAL] RE: NMMS CO funding for Foch Street Project
Date: Wednesday, May 3, 2023 3:50:54 PM
Attachments: image001.png
image002.png
TorC-NMMS CO Grant Termination-New Award Letter 5-3-23.pdf
FINAL Truth or Consequences FY23 CO Grant Agreement.pdf
Importance: High

Hello Traci and Cathy, I hope all is well.

Please see the attached Letter terminating T or C's grant agreement # 419-A20E2046-2101 and balance of \$986,908.33. The letter concurrently awards Tor C \$600,000 in the new Grant Agreement #419-A22G2074-2306 (reversion date of 6/30/25) that has been attached. Traci, please fill out the contact information on page 4 of the new grant agreement, get appropriate approvals, sign the document on page 15, and return it to us as soon as possible.

I have also included in the letter the agreement to award \$400,000 plus additional funding to complete the Foch Street project from the NMMS's FY24 Capital Outlay allocation.

Thanks, and let me know if you have any questions. Daniel

Daniel J. Gutierrez

Director, New Mexico MainStreet
New Mexico Economic Development Department
Office: (505) 827-0151
Cell: (505) 629-5270
daniel.gutierrez2@edd.nm.gov



From: Gutierrez, Daniel, EDD
Sent: Wednesday, April 26, 2023 2:16 PM
To: Traci Alvarez <talvarez@torcnm.org>
Cc: Swingle, Bruce <bswingle@torcnm.org>; Ldemarino@hotmail.com; director@torcmainstreet.org; Blanke, Julie, EDD <Julie.Blanke@edd.nm.gov>; Pedraza, Lucas, EDD <Lucas.Pedraza@edd.nm.gov>
Subject: RE: [EXTERNAL] RE: NMMS CO funding for Foch Street Project