

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Angie Gonzales
City Manager

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, AUGUST 23, 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. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

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

E. CONSENT CALENDAR

1. City Commission Regular Minutes, August 9, 2023
2. Acknowledge Regular Planning & Zoning Board Minutes, June 12, 2023

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 09 23/24 Authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Water Trust Board for design and construction services for the waterline replacement project. Assistant City Manager Alvarez

G. NEW BUSINESS

1. Discussion/Action: Approval of MainStreet T or C “Adopt a Trash Can for World Clean Up Day” Project. Cathy Mears-Martin, MainStreet Truth or Consequences
2. Discussion/Action: Approval of CBF Collection Agency Contract. Sonya Renfro, Utility Office Manager
3. Discussion/Action: Approval of State of NM Tourism Department Clean and Beautiful Grant Program Agreement. OJ Hechler, Community Services Director
4. Discussion/Action: Accept 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Award. Chief of Police Tavizon
5. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Kristie Wilson, Finance Director
6. Discussion/Action: Agreement with NMDOT for CDL Training and Testing Site. Assistant City Manager Alvarez
7. Discussion/Action: Agreement between the City of Truth or Consequences and Civility Government Relations. City Manager Gonzales
8. Discussion/Action: TDS Easement Agreement. City Manager Gonzales
9. Discussion/Action: Approve the recommendation to re-appoint David Senn to Airport Advisory Board. City Clerk Torres

H. 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 SEPTEMBER 13, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, August 9, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: August 16, 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 8-23-2023

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, AUGUST 9, 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: Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, Assistant City Manager
Angela A. Torres, City Clerk-Treasurer
Kristie Wilson, Finance Director
Sonya Renfro, Utility Office Manager
Electric Department Director Easley
Tammy Gardner, Executive Director

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 City Manager Gonzales to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Hechler moved to approve the agenda as submitted. Commissioner Fahl and 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 Gonzales presented an Employee Service Anniversary Award to OJ Hechler for 6 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Alona Niebergall Hechler for 3 years of service with the City of Truth or Consequences.

City Manager Gonzales and Tara Manning presented an Employee Service Anniversary Award to Jessica Bowles for 2 years of service with the City of Truth or Consequences.

City Manager Gonzales and Sonya Renfro presented an Employee Service Anniversary Award to Katy Martinez for 3 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Pat O'Hanlon for 30 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award for William Montoya for 13 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award for Rene Loera for 4 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award for Rafael Marin for 6 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award for Donald Venable for 6 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award for Kaci Frazier for 3 years of service with the City of Truth or Consequences.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Nate Stephens addressed the Commission with comments related to:

- There has been a lot of negativities around everything that we are doing in the community so I wanted to bring you guys a little bit of positive. He had several people in the audience stand up who have benefited from AGNS. They are all employed by, or employed by subs of AGNS, and this is a huge thing for employment in Sierra County. Not everyone could make it here today, but this is a 3rd of the people that AGNS has provided employment for in this community. We have been a #1 in Foxworth for 4 years in a row which means that the employees at Foxworth can be added to this pile. We are in the #10 in lows in Las Cruces, and we are bringing those materials back to Sierra County. As said before, if anybody wants to ask him about any of the projects that he is a part of, he is more than willing to sit down with you guys to talk it over, and hash it out and figure it out. We are able to adapt and overcome whatever we have to do to make sure that it is benefiting the community.

Lori Montgomery addressed the Commission with comments related to:

- She is the owner of MPG Services, and she is here to speak on behalf of AGNS Construction and her company. She has had a long-standing relationship with AGNS Construction and the valuable benefit they provide to the community, not only to the community, her company and the employees that she has working for MPG Services, but what even the Commission has to realize is that this is a trickle-down effect for the community as well. When we do work for AGNS Construction, we pay gross receipts tax. That tax goes into a community on certain jobs, and when she pays her employees, they pay taxes, and when they pay taxes, they buy goods and services, and those goods and services go back into the community, and when these projects don't happen, those things don't happen in the community. Those things go back into the community, and we all live in this community, so it is a trickle-down effect. MPG Services has grown a lot, and they grow from when AGNS services grows. Progress is inevitable in the community, and we all have to support that, but planned progress is what we all have to work towards, and so when that planned progress is done by organized individuals, that is important and should be encouraged.

E. REPORTS:

City Manager Gonzales reported the following:

- I am moving forward with a Lobbyist request. I have contacted 8 firms. The deadline will be tomorrow. We will work internally to review the quotes, and I am quoting, under the professional services procurement template, and then we will present the procurement packet for final approval at the next meeting.
- The swimming pool will be closed next week from August 14th to August 21st, due to a shortage in staff. The new schedule will be posted on 8/21 and the last day to swim will be on September 4th.

CITY COMMISSION AUGUST 9, 2023 REGULAR MEETING MINUTES

- Our utility departments have been busy this month. The electric department restored a 6 minute power outage yesterday, due to a power glitch on the tristate line. It affected half of the town. She commended them for getting in there and getting that fixed.
- The facility department has been keeping the buildings cool in the summer heat. The Civic Center is open 7:30am-2:30pm for cooling centers, and the library is open 9:00am-4:00pm Monday through Friday and 9:00am-12:00pm on Saturday. The SJOA Center is also open to keep people cool. She Commended the facility management department for taking care of the buildings for our public.
- The water and wastewater departments have been doing what they do best, and that is fixing water leaks. The weekly leak report is 22 leaks. One of the new water guys stated that he has been involved in about 60 leaks, as there is usually more than 1 leak at each location. A couple of them will go to Smith Co. as they are deeper buried. Smith Co. has the training and the equipment in order to keep the employees safe in the trenches, and that is why Smith Co. gets a lot of these, because those water lines are buried pretty deep.
- The Street Department finished the SJOA parking lot and they are getting ready to start a local government road fund (LGRF). The project will be on Pine Street, and the project deadline is the end of the year. She commended them for taking care of the streets, because the streets get damaged whenever the water runs. We appreciate them helping each other out. They allowed the water department to use the street cones, but the street cones have seemed to have disappeared so if anybody sees a lonely little cone, or a naughty gang of cones, please let us know so we can gather them up and take them to streets.

City Attorney Rubin reported the following:

- I wanted to give an update on the 630 Charles property. We had our hearing since the last time I saw you and the Judge did approve for us to go forward with the foreclosure. We have a tentative date for September 28th at 10:00 a.m.

City Commission Reports:

Commissioner Mitchell reported the following:

- We started back to school last week in July which was ridiculous, but we are back to school. Starting next Wednesday is early release on Wednesdays.
- She commended the City of T or C and Smith Co. for all of the construction work going on throughout the county. Foch street is a nightmare, but I know that they are working really hard and trying to get everything better so kudos to everybody.
- The new parking lot here by the Chambers is wonderful.

Commissioner Harrelson reported the following:

- The early release for school on Wednesday starts next week. The parents need to be aware of that for their kids coming home early. It is important that the teachers have that time to do their work. There are a lot of mandates coming up from the state and we really need this in our community if we are going to rise and level up our teachers to really be able to meet needs of our students.
- She piggybacked on the growth that Ms. Montgomery was talking about. Growth is really vital in our community, and all of the progress that is happening really impacts every person in our community, and we really want to stay positive about that. We want to stay positive, and put out good messages in the media, and concentrate on good things. I really challenge the media or who considers themselves as media to keep positive and report the good things about our community. We have lots of good things happening here, and we need to keep it more positive, and we need to do better.

Commissioner Fahl reported the following:

- She thanked the Sentinel for the great article that Chuck wrote in Friday's paper about our water situation. It really clarified it. She thinks it helped the public to understand the situation and how we are working. She really appreciates what Arnie is going to do when you are publishing where all of the leaks are. The phone number to reduce the calls to dispatch was also a really good idea. Kudos to all of you guys because that was a great idea.
- She is a football mom, and our first football game is going to be next Friday, and she is excited because we have a new coaching team in, and for her being a football mom for many, many years, it is exciting to see a new program coming in, and she hopes that everybody is excited to go and participate, and support our kids including all of our sports kids, FFA kids, and all of our kids in our schools. The community is what helps drive them to be excited.
- The letter we received from the Office of State Engineer that notified the city about no more drilling in our hot springs district, she thinks that it caught all of us unaware. She has had concerns, and she has brought it up before if we are not careful, she believes we will pump ourselves out of business. The aquifer is shrinking from what she has been told from the local well drillers, so she thinks it would be good if we could set up a public workshop or meeting with someone from the State Engineers Office so they could explain that because we have a lot of people who are concerned as Nate is as a developer and a contractor for their building down there. They were planning on drilling wells for a lot of those people that are probably concerned. She thinks that we need to be very cognizant of what the water situation is. That water can run out. It doesn't recharge as fast as it used to, and we need to be aware of that so it would really help us to be more knowledgeable about that situation in our community so that might be something you might want to set up.

Commissioner Mitchell: The Hot Springs Highschool AP environmental science class is partnering with New Mexico Tech to do water surveys this year. The contacts that she has up there she thinks will be a great asset if we do a community forum. Jim Winters has a copy of the moratorium from 10 years ago where we were going to stop the drilling and we didn't. If we end up getting something like that put together, she would love to be able to get some input and get some data for you guys.

Commissioner Fahl: I think that New Mexico Tech had done that last study. I think that we really need to connect all of those dots, and we be aware, and have future Commissioners always be aware of that situation because it is vital to our community, and we need to be more cognizant of what is going on.

Mayor Pro-Tem Hechler reported the following:

- He was able to attend a couple of business openings last week, and it is always nice to see new businesses coming into our community.
- He has been helping Virgin Galactic and they are trying to find a person who can provide vending machines at Spaceport. He thinks that it would be a very lucrative contract. They wanted to keep the business local, and that is why they contacted him, but he is having some trouble finding somebody so if there is anyone out there who knows of somebody who would like this opportunity, please contact him directly.

Mayor Forrister reported the following:

- I know its hard for us to read all of the negative stuff, especially on Facebook, and then our community reads it on the square. She commended Christie Conklin and Tim who are running that page for putting out a public service announcement to make it more of a public forum page, and to keep the comments positive, and not a page where people are just complaining all of the time. It is easy for us to wine and complain about traffic down town, or the roundabouts, and how it is hard and frustrating, but with those things it's called growth, and with growth which he heard about this morning, brings more GRT. We cannot continue to live the way we were living and still sustain. We have to continue to grow, and our community needs to be open to those things that are happening, and be patient. Yes, we have water lines issues. Yes, we have road issues. Yes, we have construction, but everybody is trying to move forward, and everybody needs to be a little bit more supportive in that endeavor. She also commended Chuck for his positive and informative article in the paper. She thinks that was a great idea, and it gives our citizens kind of an update on what is going on.

F. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, July 26, 2023**
- 2. Acknowledge Regular Lodgers Tax Advisory Board Minutes, May 22, 2023**
- 3. Acknowledge Regular Library Advisory Board Minutes, July 31, 2023**
- 4. July 2023 Accounts Payable**

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

G. NEW BUSINESS:

1. Discussion/Update: Water Update.

City Manager Gonzales: In May and June well #6 was acting up on us, and we fixed it. It did cost around \$55,000 to fix. That was an expense that was paid for out of Federal funds that was given to the community, I believe during the COVID pandemic. We decided that there was nothing else better to do with that federal money than to repair the well for our community. While we were at it, well #8 was kinda limping along so we decided to fix her up too. Arnie said that they were going to flush it, so it should be back online here within the next 10 days. We wanted to do this so we have these good wells that are bringing this water in and now we are really working on the distribution lines. The water department is not fully staffed, but we have a small staff who are working together, and they are working to fix this water issue. It is a slow process, but we are working on it.

2. Discussion/Action: Approve Electric Rate Study Recommendation.

Craig Brown 1898 & Co. reviewed the Electric Rate Study. (Complete presentation attached hereto and made a part hereof).

Bo Easley, Electric Division Director: When City Manager Swingle was here, he wanted to get this done because we haven't had a rate increase for around 22 years, and I believe it is time to move forward with it.

Sonya Renfro, Utility Office Manager: I know that the large commercial base rate seems like a lot, but I think that it is well due, especially since we have to take care of the transformers, and it is a lot harder on our electrical system, but I don't see that this rate increase is really going to cause any issues.

Commissioner Fahl: Do you think the amounts that they had in there are sufficient to meet our needs?

CITY COMMISSION AUGUST 9, 2023 REGULAR MEETING MINUTES

Sonya Renfro, Utility Office Manager: Yeah. Absolutely. It is something that needs to happen. We have lines to look after, and we have trucks, birds in the transformers all of the time, there is so much.

Mayor Forrister: Craig, what is our price per kilowatt right now?

Craig Brown 1898 & Co.: The combined rate for residential customers is 13 cents right now, and they are paying \$.09 which is the base rate, and then you have the 4.14 cents per kWh.

Mayor Forrister: So, with the trip charge and everything else it's about \$.14.

Craig Brown 1898 & Co.: So, you are basically going from 13 cents right now to 14.5 cents.

Mayor Pro-Tem Hechler: So, we are looking at the increase which we have tables up to 2027, but is this going to be sustainable from that point forward? In other words, what is going to change in 10 years from now. Shouldn't there be a cost of living increase in here somewhere or do we just keep it to where it is now, and then attack it again in 10 years?

Sonya Renfro, Utility Office Manager: I believe that there is a built in increase for the next 3 years, and then after that I think that we are just going to do the 5% or 3% increase. We wanted to do it to where there is an increase every year like we do the water, sewer and trash so we can keep up with everything.

Mayor Forrister: I think that is something that needs to happen.

PUAB Chairman George Szigeti: Just so everybody understands, the rate that we have here is for the first year, and if I understand it right, the ECA will go up again on the second year. So, in the first year, the residential will go up to 14.5, but then in the second year, it will be around 17.5 or 18 cents, and then maybe a little bit of an increase after that. I just want everybody to realize that what you are seeing here is only for the first year, and then there will be another 3 to 3.5 increase per kWh the next year. I think it is not immediately obvious to people that look at this that it will be continued increases on there. It does sound like a lot, but compared to what a lot of people are paying elsewhere across the country which is 25 to 30 cents a kWh so it is not out of order to bring it up, and especially since our rates have been where they are for so long, we really need to do this. We were asked for some comments at the last PUAB meeting and I did send some to the City Manager on this. In order to promote energy conservation, we would like to see a sliding scale where the first X number of kWh is a certain value, and then if you go over, let's say 1000 kWh, anything you use over that should be charged at a slightly higher value, like a tiered structure similar to what we do with water right now. I think it would be nice to have a tiered structure on there. That is up to you to decide on, but we do need to look at promoting energy conservation as well as water conservation. That was just our suggestion for that part.

CITY COMMISSION AUGUST 9, 2023 REGULAR MEETING MINUTES

Don Armijo, PUAB Member: The one thing that I really have to say about it is that you guys are on a rough end here. This has been talked about for so many years, but nothing has been done about it, and now we are at the point to where it need to be done. Once this is brought up and put to the table, it will be able to take off in the future, and this will not only help with that, but getting this system back up is going to help the city out so we are able to receive federal loans and stuff like that, and continue to build it and go up.

Gil Avlar, PUAB Member: I am really happy that you guys have got this rate study going, and you are going to address the problem because we are not charging enough. I worked with a lot of Commissioners for decades and they didn't want any part of it so I am really proud of you guys for taking the bull by the horns so to speak and trying to alleviate the problem.

Mayor Pro-Tem Hechler: Bo, is this going to meet your need over the next few years. Do you feel confident in this rate increase? Is it going to fulfill what you need to have done, and is it going to get our head above water. Are we going to be able to take care of things like we should?

Bo Easley, Electric Division Director: Yes sir. I think so.

Mayor Forrister: I just want to make sure that it does get increased every so often even after this is done because we do need to have that 3% increase every year.

Sonya Renfro, Utility Office Manager: I agree with that. I think that we should have a 3% to 5% increase each year after, and then later on when we do another rate study maybe we will be ok, but that is kind of how it is with the CPI. We see if we need that revenue or are we okay where we are at right now. You guys know that we are constantly going up because we need the revenue for our system.

Commissioner Harrelson: I think you have to put in cost of living rate increases for everything. Everyone else in the world does that. That is one thing that we have to do.

Mayor Pro-Tem Hechler: I will be looking forward in the future to have the luxury of not going to the electric department every year to augment our city budgets.

City Manager Gonzales: We have to be. That is a priority. There are needs and there are wants, and we need to make sure that we do needs. The rate increase would be done through an ordinance, and I would see that we would have an increase of whatever you guys decide, addressed in that ordinance.

Mayor Pro-Tem Hechler: Since we are planned out here until 2027, perhaps we can add a cost of living increase after 2027, maybe in 2028. This will keep our head above water and maybe keep us in the flat from that point on. One of the other irons that we have in the fire is that we are still considering the sale of our electric infrastructure, and I would like to have Mr. Szigeti address what this rate study is going to do in comparison with

Sierra Electric Coop's rates, and if we do decide to sell the electric department, are we going to have enough of a rate increase on top of this one?

PUAB Chairman Szigeti: I didn't bring all of my spreadsheets, but right now the rate increase that is proposed for the first year will put our rates close to what the Sierra Electric rate is. Our monthly charge will still be quite a bit less, but the kilowatt hour cost would be about the same. It would go up again the second year, but because of the different surcharges that they have, they have an energy cost adjustment and they have a debt service cost adjustment and those vary quite a bit from year to year. In fact, a year ago I was looking at consulting with a friend in the County who has solar and a year ago, their electric cost was actually two cents higher than it is this year, so there is quite a bit of variability in it. These things are likely to go up than to go down, so even with an additional increase that next year, we will still be within the range of normal variability that would be on the Sierra Electric bill. Even then for the total bill, including the monthly charge and the kWh charge, this rate increase is not going to put us significantly higher than what we can expect the Sierra Electric bill to be so selling the utility to Sierra Electric is not going to result in any great savings to the customers or a substantial rate increase either.

Commissioner Fahl moved to approve the Electric Rate Study Recommendation by Craig Brown 1898 & Co. and allow city staff and legal to prepare an ordinance for the rate increase to include a cost of living increase in 2028. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Award of RFP #23-24-001 for Electric Transformers.

Assistant City Manager Alvarez: The city went out for a request for proposals for the purchase of transformers, and only one bid was received and was deemed responsive, so we are requesting recommendation of award to Western United Electric supply for a total cost of \$165,105 for 5 transformers.

Mayor Pro-Tem Hechler moved to approve the Award of RFP #23-24-001 to Western United Electric Supply for Electric Transformers. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

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Kristie Wilson, Finance Director reviewed the Purchase Requisitions over \$20,000 provided in the packet.

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

5. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra Co. Chamber of Commerce.

Tammy Gardner, Executive Assistant explained that they are applying for funds for the Community Art Park Billboard (1) year rental. The applicant requested \$1,500.00 and the Lodgers Tax Advisory Board recommended to fund this in the amount of \$1,500.00.

Commissioner Fahl moved to allocate funds to the Sierra Co. Chamber of Commerce in the amount of \$1,500.00. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Review, Approve and/or Allocate Funds for MainStreet Truth or Consequences.

Tammy Gardner, Executive Assistant explained that they are applying for funds for the Truth or Consequences Desert Ultra event. The applicant requested \$3,250.00 and the Lodgers Tax Advisory Board recommended to fund this in the amount of \$3,250.00.

Commissioner Mitchell moved to allocate funds MainStreet Truth or Consequences in the amount of \$3,250.00. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Order granting variance application for 800 Block of Wyona.

City Attorney Rubin: As you know, at the last meeting, the City Commission took action to approve the variance application for the 800 Block of Wyona. We are not here to re-visit that issue, but as you know it was opposed. There were people who spoke in opposition of this. When I thought about this, I was thinking, in case this matter ever does get appealed to District Court, the District Judge is going to require that you have an Order that is set forth to what we found at the previous meeting, so that is what the purpose of this is. Most of the time as you know, when we look at Planning & Zoning issues, most of

the time, those issues are uncontested. There is nobody really in opposition so we don't really have to go through this Order process, but because there were people who spoke in opposition, I felt it best to protect the city, we should have an Order in place so that is the purpose of this. We are not here to actually discuss the merits of the variance. We are here to put an Order in place to confirm what you already did. If you take a look at the order I prepared, the first few paragraphs are basically just discussing the procedure that we notified the people that were within 300 ft. of the proposed variance area. We went through the Battershell process, and we allowed all members of the public to give testimony. Paragraphs 6-13 were included because if we look at Ordinance 15-8. When we met two weeks ago, we were required to actually make findings with respect to these issues, and we pretty much did. I think that the fact that you granted the variance implies that you were considering this, but I thought it would be good to set forth the proposed Order.

Commissioner Fahl: I want to apologize. I was not at the last meeting. It looked like it would have been a good one to be at. I wish I could have been there to voice my support of continued development, and following proper procedure. Thank you, fellow Commissioners, for caring the banner for us while we were gone.

Mayor Forrister: Commissioner Fahl. Thank you for saying that. I was also not here, but I would have been in support of it as well. I am glad that we sit on a Commission that is pro-development.

Commissioner Mitchell: There was a lot of opposition, and it was not against this variance so we went forward based only on the variance. Not on any of the other muddying of facts, and so as a Commission we made that decision.

City Attorney Rubin: I also wanted to add that I understand that we did get an appeal from Rick Dumiak. I don't think that the appeal applies though. An appeal, as set forth in our zoning code would be that if a decision would have been made by one of the city administrators or by the Planning & Zoning Board that would actually have made a decision on a recommendation, then you could make an appeal from that decision to the City Commission, but in this case, the City Commission is the one who made the decision so you not going to make an appeal to the same body, so I don't think that applies. I am bringing that up because it was Mr. Dumiak's intention that we should put the "stay" on the implementation of the variance, and I don't think that is appropriate here.

Mayor Forrister: Right, because it would be us making that choice anyways, and we already did that. I would also assume that an appeal would need to be an interested party.

City Attorney Rubin: That is the other thing. We defined an "interested party" as being someone who is within the 300 ft. zone for the variance that is being considered or if you can demonstrate some direct preliminary interest in the project so that is the other thing.

Commissioner Fahl made a motion to approve the Order granting the variance application for the 800 Block of Wyona. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Request to change Assistant City Clerk job description to a City Clerk Administrative Assistant.

City Clerk Torres: My Assistant City Clerk position is currently vacant. I have gone through a few employees in that position within a year. One of my previous employees said that they enjoyed working in my office, it was just too hard to survive off of \$13.12 an hour. Since that position is open again, I decided to do some research on the duties of other Administrative Assistants in the city, and the duties are very similar to what my Assistant Clerk does. They are already doing all of the duties that are listed in the job description in your packet. The only thing that is going to change is the name of their title, and it will allow me to pay them the same amount as most of the other Administrative Assistants in the city, and then hopefully I will be able to recruit a larger pool of applicants for my open position.

Mayor Pro-Tem Hechler: There are 20 essential functions. 25 general duties, and very in-depth requirements to become this position. I wish we could pay this person \$18 or \$19 an hour. \$14.47 an hour isn't very much, and there is a heck of a requirement here. I can stock shelves at Walmart for \$15 an hour and not have near as many duties and responsibilities to take care of so I commend any person that comes into this office and works for those wages. I will say though, when you work for the city and you have the opportunity for retirement, there are great benefits involved in that, and that would be the reason that somebody would want to get their foot in the door, so it would be a great job for some organized and dedicated person so I wholeheartedly support this effort.

Commissioner Mitchell: Did we budget for this?

City Clerk Torres: I do have the funds in my budget, so I won't have to request any additional money.

Commissioner Mitchell: Do you have the funds to increase that wage even more?

City Clerk Torres: I would have to look.

City Manager Gonzales: The wage rate study is something that we have to follow.

City Clerk Torres: Since we already have other Administrative Assistants, it will just fall into that same rate scale.

Mayor Pro-Tem Hechler: If you find somebody that has several years of experience, you can compensate them for years of experience, correct?

CITY COMMISSION AUGUST 9, 2023 REGULAR MEETING MINUTES

Commissioner Fahl: I was just thinking about the job title. One thing that I noticed all of these years is when somebody new comes to something, you need to think about what does that job title reflect, and how does it look on my resume in the future, and what would that job title say to somebody that is not familiar with an agency or something. Does that job title reflect somebody with responsibilities or somebody who is a file Clerk? I do not think that title is substantial enough for what that job does. Is that what they have in other Municipalities? What does everyone else call them? Do you have to be the same as everybody else?

City Clerk Torres: I think that it is different everywhere. If you look at the job duties in the job description, they are already doing all of that. When I started, we had two Deputy Clerks and then we had our City Clerk. When that City Clerk retired, then our City Manager at the time made it to where it was the City Clerk, the Deputy Clerk, which is the supervisor who is in charge when I am gone, and then there is the Assistant Clerk which is like an Admin Assistant or whatever. So that is why we just came up with the name Assistant Clerk which is essentially an Admin.

Commissioner Fahl: I get that, but that title makes a big difference.

Commissioner Harrelson: Can it be named super-duper city clerk?

Commissioner Fahl: An Admin Assistant says to me, oh they are a file clerk. If I was reading that on your resume, that does not say, "oh you had responsibilities." I would just think about the title because young people especially do not think about the future.

Mayor Forrister: The problem is that the job descriptions and titles were part of the study, so she is just trying to change the title, because they basically have the same job duties. She wants to change it so that the person that comes into that position can get paid a little bit more.

Commissioner Fahl: I think that will affect her applicants.

City Clerk Torres: I completely understand what you are saying, and if I could change the study or pay them more I would.

Commissioner Fahl: That salary schedule was a good place to start, but it is not set in stone, and as we evolve, it needs to evolve with us, so then you would change something in the salary schedule to more meet our needs. That may be okay for now, but you might think about adjusting it, especially for those kinds of positions. A department head is understandable and relevant, but for the other jobs you need to look at how that is going to draw people in, and what that would look like on a resume, and what does that say to another person because that is important when you are thinking about careers.

City Clerk Torres: I agree 100%.

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Commissioner Harrelson: I think that I agree, and at some point, we have to re-look at the salary schedules because they evolve just like the water rates and everything else.

Mayor Forrister: I can definitely see the need for this because it would be very hard to get somebody in that wants to stay. How much turnover have you had over there?

City Clerk Torres: I have had two people leave within the past year.

Mayor Forrister: And they are leaving because of the pay. Correct? Yes, we offer benefits, and we need to look at that too, but my fear is that this becomes a precedent, and we all changing these job titles, and every department wants to come and change the title to whatever, and so are we going to be back in the same position that we were in, whenever. Secondly, why is this coming to us, and why can't Angie just make this decision? Is this set-in stone that we have to make it? I do not want to. It is not my job.

City Clerk Torres: The study was approved last year in June. Since then, we have done this probably 3 or 4 times, and I can send you guys the dates if you want, so this is not the first time we are doing this. I had the opportunity to finally change it, now that the position is open again so that is why I am bringing it to you. The other ones were brought to you guys. It is supposed to come to you if it is a change to the job description. I am not the first one to do this, and I am not inventing a new position. It is the same duties. I just to be able to pay them a little bit more for all that they are required to do. You guys say 'best of the best' so I am trying to get the best of the best.

Mayor Forrister: I agree for this. I just don't see the need for us to micromanage that. I wish that didn't have to come to us, and you can just go to your boss and your boss could handle it that way for any future changes in the salary schedule or job description.

Commissioner Harrelson: Can that be put into an ordinance, moving forward, you as an entity can approve that?

Assistant City Manager Alvarez: I believe we would have to look back on Bruce's salary plan, but I believe he passed a resolution that gave certain duties to the City Manager, and certain duties to the Commission.

Mayor Forrister: So, this is something that has to come to us. I mean, I don't mind it, I just think that we are not the ones who deal with the day-to-day issues. What is your recommendation on this?

City Manager Gonzales: This did come to me, and I did push back, and then I thought about it, and I know that it is probably going to come back and bite me, but I did go ahead and make the decision to bring this to you for your approval, as it would bring an Administrative Assistant across the board. Everybody but her has an Administrative Assistant. I kind of agree with you on the Special Clerk. Every Clerk that I have ever known has always had "Clerk" in their name because they are clerk's so I thought it was a little different that this one was going to be an Administrative Assistant, but I can swallow

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it. I sat down and really thought about whether or not to bring this because I knew that we were going to open that can of worms, and it kind of did, and I am pushing back on some of these, so we don't bring it to you, but this one I swallowed because across the board, now we will have an Administrative Assistant in each department.

Mayor Forrister: That works for me. I just wanted to make sure that you had your say so, and we don't have employees lined up at the door.

City Manager Gonzales: We do not want that because that is not what you guys signed up for.

Mayor Forrister: I think that they can go work at McDonalds for \$14.00.

Commissioner Harrelson: In the public-school setting, we have set rates of what we pay people, but a lot of times they get stipends, or signing bonuses and things like that to bump them up and entice people to come work for you at that entity. I don't know if that is something legally that can be done for extra duties. Sometimes that does bring in a different type of applicant, and someone that will stay longer just because they are being supported financially. That may be something to consider. I know that the rate study is done, but there may be some way that you can stipend people out or give sign on bonuses. Something to get somebody in.

City Manager Gonzales: We will consider that. There has been a salary study that is brand new. There is just a little bit of push back on it right now because the salaries went into effect this past fiscal year, and so the employees are starting to push a little bit. I want to be respectful of the work that the staff did, but you are right, all of these things can be changed. They are liquid documents. They are not written in stone, but we need to let it work so we can see where we need to adjust it, if we need to at some point.

Mayor Forrister: She is walking proof. She has lost two people because they cannot make ends meet here so what do we do if we can't get somebody in there.

Commissioner Mitchell: City Clerk Torres, how long have you worked for the city?

City Clerk Torres: 13 years.

Commissioner Mitchell: What did you get paid when you started as Deputy Clerk?

City Clerk Torres: \$11.97.

Commissioner Fahl: The cost of living right now is outrageous.

Commissioner Mitchell: I know, and my point is, when minimum wage was \$5.25 back in the day, and I worked at the city pool as a lifeguard, I got paid \$6.18 an hour because we got paid more than minimum wage because you had to get certified, you had to get CPR certified. You had to learn how to save a life, and then as minimum wage went up,

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lifeguards were still getting paid \$6.18 and the minimum wage was \$7.25 so just as we are doing with our electric study, and raising that up, whatever we do in the future, we need to build in that cost of living fee. So yeah, this year the starting pay is \$14 an hour and next year it is \$15 an hour and so forth, and based on that salary study, and based on the description of the actual position, I think that we need to make sure that future Commissioners and future city employees understand that yes, we are giving everyone a raise based on the salary study now, but we are going to have to do it again and again and again, and not be stagnant for 22 years of not raising anything.

Mayor Pro-Tem Hechler; Doesn't the new salary study have that built in?

City Manager Gonzales: Yes.

Commissioner Fahl: Okay well that's good. We are all behind what you are saying Angela. It's just the process that we have to go through and it is the little things that can really make a big difference when you are trying to get somebody to come in and work for you.

Mayor Pro- Tem Hechler: One of the main considerations I had when I looked at this was that you were able to absorb it in your budget, and I think that is the first consideration I would have for any department. My question would be, can you do this and stay within your budget because then it should come to the Commission so we can make a decision, and I am glad that you were able to do that, and that is one of the reasons why I wanted to support it.

Mayor Forrister: City Manager Gonzales, I just want to make sure that you have your hand in anything before that comes in. I don't want to be making those day to day decisions without your support in this.

City Manager Gonzales: I do support this and I did see this, and I did push back, and I did ask that budget question also.

Mayor Forrister: Okay great.

Assistant City Manger Alvarez: I know when we brought the salary study to you, they were still looking over all of the job descriptions. We just recently got all of the updated, draft job descriptions that might potentially have title changes, and those are in HR right now. She is doing a full review and comparison. Once she is good with everything she will get with Angie and I, we will review them, and then they will go out to the department heads, and then eventually we will have updated job descriptions because they are outdated. Those will not come to you because job descriptions don't have to go to the Commission for approval, just the position.

Mayor Forrister: It sounds to me like this document needs to be a working document. It is brand new, and we need to work through some of those things, so hopefully you will be able to get somebody who will stick around for a little bit.

Commissioner Mitchell made a motion to approve the request to change Assistant City Clerk job description to a City Clerk Administrative Assistant. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. EXECUTIVE SESSION:

1. Threatened & Pending Litigation (Erica Baker) pursuant to 10-15-1(H.7).

Mayor Pro-Tem Hechler made a motion to go into executive session at 10:55 a.m. to discuss Threatened & Pending Litigation (Erica Baker) pursuant to 10-15-1(H.7). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Forrister reconvened the meeting in open session at 11:15 a.m.

Mayor Pro-Tem Hechler certified that only matters pertaining to Threatened & Pending Litigation (Erica Baker) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken.

I. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 11:16 a.m.

Passed and Approved this 23rd day of August, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



TRUTH OR NEW MEXICO
CONSEQUENCES

Electric Rate Recommendations

August 9, 2023

Craig Brown, 1898 & Co. | Part of Burns & McDonnell



Why is a rate increase necessary for the Electric Utility?

- TorC has not raised electric rates in over 20 years.
 - The cost of providing services has increased dramatically in that time period
- TorC is severely under-recovering its Power Supply Costs
 - The Energy Cost Adjustment (ECA) is designed to be a pass through of power supply costs.
 - The current rate is 4.14 cents per kWh and TorC pays 8.82 cents per kWh
- TorC has been forced to stop any capital investment into maintaining the existing system and stopped all transfers to the general fund
- TorC's cash position is well below industry standards for minimum operating balance.

Recommendations for Rate Adjustments

1. Build back a capital outlay budget of \$1.5 million per year to return to maintaining the electric system
2. Build up the ECA rate back to collecting 100% of power supply costs over three years
3. 5.0% Base Rate increase in FY 2024
4. Meet minimum financial targets by 2027
5. Adjust rate structure to recover fixed customer costs in the Customer Charge

Residential Rate Design

Rate Class:	Residential	
Description	Present Rate	Recommended Rate

Residential

Customer Charge (\$/bill)	\$	8.00	\$	18.00
Energy Charge (\$/kWh)	\$	0.0900	\$	0.0813
Energy Cost Adjustment Charge (\$/kWh)	\$	0.0414	\$	0.0621

Typical Customer Bills under Existing and Recommended Rates					
Rate Class	Energy	Billed Demand	Existing Bill	Recommended	
				Bill	Change
	kWh	kW	\$	\$	\$
Monthly					
Residential	400		\$60.56	\$75.36	\$14.80
Residential	600		\$86.84	\$104.04	\$17.20
Residential	800		\$113.12	\$132.72	\$19.60
Residential	1,200		\$165.68	\$190.08	\$24.40
Residential	1,500		\$205.10	\$233.10	\$28.00

Average Residential customer uses 600 kWh per month and will see an increase of about \$17 per month.

Small Commercial Rate Design

Rate Class:	Small Commercial	
Description	Present Rate	Recommended Rate

Small Commercial

Customer Charge (\$/bill)

1 Phase \$ 10.00 \$ 20.00

3 Phase \$ 12.00 \$ 22.00

Energy Charge (\$/kWh) \$ 0.0946 \$ 0.0888

Energy Cost Adjustment Charge (\$/kWh) \$ 0.0414 \$ 0.0621

Typical Customer Bills under Existing and Recommended Rates				
Rate Class	Energy kWh	Existing Bill \$	Recommended	
			Bill \$	Change \$

Monthly

Small Commercial	1,000	\$146.00	\$170.90	\$24.90
Small Commercial	1,500	\$214.00	\$246.35	\$32.35
Small Commercial	2,500	\$350.00	\$397.25	\$47.25
Small Commercial	4,000	\$554.00	\$623.60	\$69.60
Small Commercial	5,000	\$690.00	\$774.50	\$84.50
Small Commercial	7,500	\$1,030.00	\$1,151.75	\$121.75

Large Commercial Rate Design

Rate Class:	Large Commercial	
Description	Present Rate	Recommended Rate

Large Commercial

Customer Charge (\$/bill)

1 Phase \$ 23.25 \$ 150.00

3 Phase \$ 25.50 \$ 175.00

Demand Charge (\$/kW) \$ 8.00 \$ 10.00

Energy Charge (\$/kWh) \$ 0.0766 \$ 0.0593

Energy Cost Adjustment Charge (\$/kWh) \$ 0.0414 \$ 0.0621

Typical Customer Bills under Existing and Recommended Rates

Rate Class	Energy kWh	Billed Demand kW	Existing Bill \$	Recommended	
				Bill \$	Change \$

Monthly

Large Commercial	10,000	25	\$1,403.25	\$1,614.00	\$210.75
Large Commercial	10,000	30	\$1,443.25	\$1,664.00	\$220.75
Large Commercial	15,000	40	\$2,113.25	\$2,371.00	\$257.75
Large Commercial	15,000	55	\$2,233.25	\$2,521.00	\$287.75
Large Commercial	30,000	70	\$4,123.25	\$4,492.00	\$368.75
Large Commercial	30,000	90	\$4,283.25	\$4,692.00	\$408.75



Appendix

Financial Forecast Under Existing Rates

Summary Financial Forecast Under Existing Rates

Description	Fiscal Year July 1 - June 30					
	2022	2023	2024	2025	2026	2027
Revenue						
Base Rate Revenue	\$4,588,500	\$4,609,300	\$4,593,900	\$4,565,900	\$4,519,400	\$4,444,600
ECA Revenue	\$1,810,000	\$1,816,700	\$1,807,600	\$1,792,500	\$1,768,800	\$1,732,400
Other Revenue	\$671,000	\$498,600	\$503,600	\$508,600	\$513,700	\$518,800
Total Revenue	\$7,069,500	\$6,924,600	\$6,905,100	\$6,867,000	\$6,801,900	\$6,695,800
Revenue Requirements						
Power Supply	\$3,755,600	\$4,000,000	\$4,499,800	\$4,596,800	\$4,676,300	\$4,727,000
Operating Expenses	\$1,605,000	\$2,400,500	\$2,269,800	\$2,360,600	\$2,454,900	\$2,553,000
Debt Service	\$93,600	\$167,700	\$156,400	\$172,000	\$172,000	\$172,000
Capital Outlay	\$33,100	\$0	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Other Expenses	\$1,824,100	\$244,200	\$245,000	\$245,800	\$246,600	\$247,400
Total Revenue Requirements	\$7,311,400	\$6,812,400	\$8,671,000	\$8,875,200	\$9,049,800	\$9,199,400
Net Annual Cash Flow	(\$241,900)	\$112,200	(\$1,765,900)	(\$2,008,200)	(\$2,247,900)	(\$2,503,600)

Key Financial Metrics Under Existing Rates

Key Financial Metrics Under Existing Rates

Description	Fiscal Year July 1 - June 30					
	2022	2023	2024	2025	2026	2027
Operating Cash Balance						
Beginning Balance	\$1,233,893	\$991,993	\$1,104,193	(\$661,707)	(\$2,669,907)	(\$4,917,807)
Annual Cash Flow	(\$241,900)	\$112,200	(\$1,765,900)	(\$2,008,200)	(\$2,247,900)	(\$2,503,600)
Ending Cash Balance	\$991,993	\$1,104,193	(\$661,707)	(\$2,669,907)	(\$4,917,807)	(\$7,421,407)
Days Cash on Hand	69	64	(34)	(139)	(250)	(371)
Debt Service Coverage						
Operating Revenues	\$7,069,547	\$6,924,553	\$6,905,098	\$6,867,001	\$6,801,905	\$6,695,871
Operating Expenses	(\$5,360,576)	(\$6,400,512)	(\$6,769,627)	(\$6,957,432)	(\$7,131,198)	(\$7,280,009)
Net Revenues	\$1,708,971	\$524,041	\$135,471	(\$90,430)	(\$329,293)	(\$584,138)
Debt Service P&I Paid	\$93,638	\$167,670	\$156,421	\$172,017	\$172,017	\$172,017
Debt Service Coverage Ratio	18.25	3.13	0.87	(0.53)	(1.91)	(3.40)

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Proposed Rate Adjustments

Summary Financial Forecast Under Proposed Rates

Description	Fiscal Year July 1 - June 30				
	2023	2024	2025	2026	2027
Revenue					
Base Revenue Under Existing Rates	\$4,609,300	\$4,593,900	\$4,565,900	\$4,519,400	\$4,444,600
Base Rate Adjustment		5.0%	0.0%	0.0%	0.0%
Additional Rate Revenue	\$0	\$229,700	\$228,300	\$226,000	\$222,200
Purchased Power Cost	\$4,000,000	\$4,499,800	\$4,596,800	\$4,676,300	\$4,727,000
Energy Cost Adjustment Revenue Under Existing Rates	\$1,816,700	\$1,807,600	\$1,792,500	\$1,768,800	\$1,732,400
ECA Adjustment		50.0%	50.0%	16.0%	4.0%
Additional ECA Revenue	\$0	\$903,800	\$2,240,700	\$2,847,800	\$2,970,100
Purchase Power Cost In Relation to ECA Revenues	(\$2,183,300)	(\$1,788,400)	(\$563,600)	(\$59,700)	(\$24,500)
Total Rate Revenue Under Proposed Rates	\$6,426,000	\$7,535,000	\$8,827,400	\$9,362,000	\$9,369,300
Other Revenue	\$498,600	\$503,600	\$508,600	\$513,700	\$518,800
Total Revenue	\$6,924,600	\$8,038,600	\$9,336,000	\$9,875,700	\$9,888,100
Total Revenue Requirements	\$6,812,400	\$8,671,000	\$8,875,200	\$9,049,800	\$9,199,400
Net Annual Cash Flow	\$112,200	(\$632,400)	\$460,800	\$825,900	\$688,700
Days Cash on Hand	64	27	50	91	124
Debt Service Coverage Ratio	3.13	8.11	13.83	15.95	15.16

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PART OF BURNS  MCDONNELL



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: E.2

SUBJECT: Acknowledge Regular Planning & Zoning Board Minutes, June 12, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 16, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-23-23

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
Monday, JUNE 12, 2023**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission 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, June 12, 2023 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman
Esther Luchini, Member

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

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

2. APPROVAL OF MINUTES:

a) April 10, 2023

Chairman Sisney made a motion to approve the minutes.
Member Luchini seconded the motion.
Motion carried unanimously

3. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

Steven Zeschke stated that his problem with the code in relation to residential 1, 2, and 3 single family homes is that there are no maximums. He asked how big is too big? There is a lot of growth going on and he sees new homes going up on Daniels and Wyona. He stated that when he served on this board before and the first home was being built, people came to him and complained about the house being too big. He went on to say that they need to have a maximum size with the new houses being built, especially when it comes to the storm run-off

Chairman Sisney asked Assistant City Manager Alvarez who Mr. Zeschke would need to talk to and bring it up and make it official.

Assistant City Manager Alvarez stated that he could go into the office and speak to her in the Planning & Zoning office. Our municipal code does state minimum builds and the reason it doesn't state maximum builds is because it states that the setbacks and lot size requirement per dwelling unit; so if someone has a lot size that is large enough to accommodate a 5000 square foot home and they can still reach the

mandatory front, rear, and side setbacks, then if they want to build a 5000 square foot home on their property, then by all means, they should be allowed to do that, as long as it meets the required setbacks in the City.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

- a. Public Hearing/Discussion/Action: Summary Plat Amendment at 410 Austin. Applicant wishes to divide their parcel. Assistant City Manager Alvarez

Assistant City Manager Alvarez stated: The applicant is looking to split the parcel 401, 405, 413, 415 Austin Street. They purchased the lot; they want to split the lot and get part of it to extend the boundaries of one parcel and the other part to the east to extend it. There are no utility or road easements that are required; they're basically enlarging their parcel into 2 separate parcels. The applicant is in attendance here if you'd like to speak with him or have any questions.

Chairman Sisney: I'd just like to mention, that our member Luchini mentioned 410 on the agenda.

Assistant City Manager Alvarez: When the public notice was requested via my office, someone was assisting me, they requested public notice for the applicants mailing address, but we did notify people within the proper area.

Ralph Stewart: I am the owner of the property that we're doing the lot adjustment on the 2 pieces of property. I wanted to thank Traci for her help with the application and paperwork, and thank you for looking at our change. We're taking part of a parcel and then putting it with the other property and then the property to the west of that, we've just expanded the parking lot by half a lot, I believe.

Chairman Sisney: I saw that.

Member Luchini asked for clarification of the location.

There were no proponents or opponents for this item.

Chairman Sisney made a motion to recommend the item to the City Commission for final approval.

Member Luchini seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

- b. Public Hearing/Discussion/Action: Sign Code Variance request at 2270 N. Date St. Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman and members of the board, this actually is going to replace an existing sign that was there on the corner; it's for Travelodge, right there in front of Johnny B's; they are just putting up a taller sign and an illuminating sign, which is a little different than what was there before. Being as the sign has the required setbacks, even though it was allowed before, it is a change in the sign so we have to put it back for your approval.

The applicant was not present and there were no proponents or opponents.

Chairman Sisney asked the board if they had any questions or concerns. No one had any at this time.

Chairman Sisney asked for the City's stand on the signage.

Assistant City Manager Alvarez: We have no issues with any; it's not going to imprint on the site triangle because it's replacing something that was already there before; it's nothing new.

Chairman Sisney made reference to a drawing in the agenda packet for the motion sign.

Chairman Sisney made a motion to recommend the item to the City Commission for final approval.

Member Luchini seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

- c. Public Hearing/Discussion/Action: Request for the City to vacate a section of alley adjacent to 2911 Cook Street. Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman and members of the board, this is a very old dwelling unit from the 1940's, I'm not sure back when it was built if the survey was off, but the new survey for pending potential sale shows that the dwelling unit itself kind of infringes out there into our alley way. The applicant is requesting that we can vacate just that section of alley so that all of their house can be on their own property. There's no issues with utilities at all.

Vice-Chairman Buhler: And it doesn't set any type of precedent?

Assistant City Manager Alvarez: No, I don't believe so. We may come across a few of these here and there unfortunately; it's not an unusual request and it's not going to happen frequently. There are no concerns on the City's side and we feel that the request is reasonable.

Terri Baca: I am Greg McWhorter's realtor. Mr. McWhorter recently purchased the property that's subject to this easement and we feel like it's an established prescriptive easement because of the length of time that the house been on this particular portion of the alleyway, which is less than 200 square feet. We are just asking for that particular to be vacated so that his insurance will cover his whole property as opposed to what's not included in his property.

Chairman Sisney: I just want to make a comment. I drove by there and I checked it out and there's a telephone pole outside of his fence line that proves to me that there wouldn't be any problem with it being that it takes up space in the alley because there's a pole that takes up space further into the alley than that does. I didn't see any problem with it, and if the City doesn't have a problem with it and no one has any problem with it.

There were no proponents or opponents for this item.

Vice-Chairman Buhler made a motion to recommend the item to the City Commission for final approval.

Chairman Sisney seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

- d. Public Hearing/Discussion/Action: Special Use Permit for Parcel #3022078314491. Applicant wishes to use the land as an art park/display park. Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman and members of the board, all documents were submitted. They submitted a gray kind of conceptual plan of what they want to do. There are no utilities that'll be required in that area. It's that vacant triangle right by the police department and across the street from Mile Marker 7. The applicant is present if you have any questions for her.

Chairman Sisney held up a drawing to explain the site to the audience and board members.

Member Luchini: Who owns the property?

Brenda Nelson: It's an LLC; it's SJ, LLC. We want to turn it into a community art park instead of just weeds. One of the concerns was the water flow from us changing the area. I happened to be in town whenever we had the rain storm on Tuesday and the only thing that I saw was the structure that was already there; the curbs and gutters were keeping the water away from the property and sending it around. And yes, there was a lot of water, but there wasn't a lot of water coming off of the property itself. We're planning to finish the sidewalks around part of the property because there is sidewalk on a little bit of it, not the whole property, so we'll be putting in sidewalks and we plan to put in a section with concrete to put up a little canopy for shade and a picnic table. We'll have a walk path and do the bigger rocks farther up on the hill to hold back anything that might come onto the property. We're trying to make this a property that can be used for the community and promote businesses and we want to set it up like a selfie station and a place for people to stop when businesses in the area are not open. Down the road we'd like to add some light to it; not right now because there's no sewer, water, or electric on the property, so this is just a beginning start for us to enhance the area. My understanding was the water; the concern was we would add more flooding to the area and that will not happen with the way that we are going to go about it and the fact that the structure is already there for the curbs and gutters.

Assistant City Manager Alvarez: Chairman and members of the board, any development that they do at the property, they'll have to submit through my office for review and everything, so this is the first step, which is requesting the approval to use that area for this. And like I said, any development plans and everything must be submitted to my office to go through review and approval for zoning and then up to the state level for state permitting as required.

Vice-Chairman Buhler: Well, it would look better than the weed patch that it is now.

Brenda Nelson: It is true, and I have paid to have it cleaned up a couple of times but they just grow really, really fast.

Vice-Chairman Buhler: I have one other question. Is this going to be like an advertising park?

Brenda Nelson: That is kind of what we're doing in a way to generate; to make it worth doing this for; we are not a non-profit, so it is for a profit situation but I want to make it like a selfie station place, so I'm not looking at just putting up billboards. I want to be creative about it. I want to have cut-outs and things so that people could take pictures and promote and post them. I've been talking to a lady about putting solar so that there can be a charging station for cell phones and iPad. I talked to Mile Marker 7 across the street and they said that they really get a lot of people that walk in and they kind of wander off, so that would be a place for them to go and sit down and have their coffee and stuff like that. Part of the thing with the property is when I bought it, I didn't realize how far the easements went on the property because it's on the highway. There's a 20 foot easement from the highway. There's a 5 foot this way and 10 foot this way; it makes it a really tiny piece of property and it would be a really difficult thing to put like a retail business on it, so I came up with, what I thought was clever, idea to promote the area. I want to do things like put a newspaper box so that we could have some of the distributions from the art council and stuff like that in the box. It won't be a coin thing where they have to pay; they literally could just open it and there would be stuff to dispense. In this town, when you get people that are coming from bigger cities, they do things later at night than what we do here by any means. During Art Hop, I ran into people that were here for the wedding and they were all excited that there was something going on but they were saying how slow it was. I told them that I was glad that they were

here during Art Hop night because there is something going on. They want stuff and believe that this piece will be a connection for people that are coming in as tourists as a place to start so that they can enjoy our community but also have a connection. I believe there is a little bit of a difference, a separation for the people that are coming into our community that are not from a small town. I believe that the majority of our tourists that are coming in, so I'm hoping that this will be something that would help bridge that gap.

Member Luchini: I have a question. How will you keep it safe or protected or...the area? Will it be closed, fenced?

Brenda Nelson: No, it will be open all of the time. I do expect that potentially there will be vandalism. At first, I'm planning to do banners on the sign. I'm planning to do 4x8's and obviously we'll be talking about the height variance and whether the people can see to stop at the stop signs. There is some stuff that we need to work out. I have 4 groups of people right now that already signed on to go ahead and go forward with this. I don't want to block it off and I don't know how the easements would work. I potentially expect that there will be some damage; I will start out with banners and I can replace them if they're damaged. Ultimately, I'd like to have the pieces painted by individual people so it becomes more of an art concept, because that is what I want it to be as a community art park; you have to start somewhere and go forward and see how it works out and where we're going. It will not be fenced off; it will be open all the time. In time, I want to run lights and stuff so that it's inviting at all times.

Assistant City Manager Alvarez: I think it's a great idea. Hopefully with the location being right next to the police department will hopefully help.

Brenda Nelson: I don't plan to put up a whole lot of stuff; they can do whatever they want to do. I want to plan it to where it is open, it will be visually seen by anyone that is driving by. I don't want to create an environment where it would be unsafe; that I would feel uncomfortable being at.

Chairman Sisney: I'd just like to make a statement for the record, I use this intersection a lot. I always come down and turn left here and turn right here so that I can see the traffic coming from this way. If you go down here instead and try to get on from this intersection, it's greater than 90 degrees when you're trying to look back this way. So, I always go up here because it's really hard to look back this way at the traffic and if they start putting stuff on this corner right here, it's going to be even more difficult to look up that road.

Brenda Nelson: We are planning to look at that and one of the things that we have on that, is the lot drops quite a bit when you stand on McAdoo, there's a big difference from where you stand on McAdoo as opposed to where you're up at the highway. When we do this with Traci, those are totally things that we will take into consideration because again, we don't want to create a hazard. What we do want to do is create a pretty place. I was just talking to another gentleman that goes to soak and they drive by and they said that they wish that someone would do something with that. And this is a difficult piece of property based on all of the easements on it, so we will take that into consideration because I believe the highway department is going to tell us a lot of what we can and cannot do because of the fact that it belongs to them. I do understand your concern, but are definitely going to address it.

There were no proponents or opponents for this item.

Chairman Sisney made a motion to recommend the item to the City Commission for final approval.

Member Luchini seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

- e. Public Hearing/Discussion/Action: Variance Request at 1012 Kopra St. Applicant requests a variance from the R-1 Development Standards minimum Side Setback to allow for an addition on their dwelling. Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman and members of the board, in your application packet, I gave you guys a street view, both a close up and a far away view. I did that so that you could see what the overall standard is in that area and how close some of the dwelling units are in this area. It's an 8 foot required setback and he is requesting to have the variance so he can do a 5 foot setback. The applicant is here to answer any questions.

Chairman Sisney: I have a question for you. What are the legal reasons for the 8 foot setback.

Assistant City Manager Alvarez: I don't know what the legal reasons are. I can tell you that the R1 has the strictest setback standards. All of our other zones a 5 foot setback is allowed. I don't know if it's maybe the larger lots and the larger homes, has the strictest. I didn't write the code, so I don't know why they did that at that time.

Tom Pestak: I am the resident at 1012 Kopra and the one that is petitioning this group for a variance. I presented a drawing today. The additional will end up being 5 feet from the property line; the sideline. I'm here to answer your questions. By the way, you asked what are the legal ramifications, good question. You'd probably have to hire somebody to do some research as to how when they developed the R1 standards, how did they come up with that. Probably way back when they were first developed, there was some logic behind it; they just didn't randomly pick out a number. Your guess would be as good as mine and until we get the research...

Chairman Sisney: I do have a guess but...

Vice-Chairman Buhler: Are you going to get a permit for your building that you're going to build?

Tom Pestak: Of course.

Vice-Chairman Buhler: Very good.

Tome Pestak: Speaking of permitting, it is my understanding that before SID will issue one, I have to get the blessing from the City, is that correct?

Assistant City Manager Alvarez: Yes, zoning approval from me. I just want to make sure that all of my ducks are in a row.

Chairman Sisney: This is an opinion here, but I believe that the side setbacks are so you can bring trucks and stuff in to do work on the adjacent properties. That would be the reasoning and the fact is that your property and the property next to you has already built; they've built up to the property lines, so there's no way that you're going to be able to get a vehicle between these 2 properties. For that reason, I think it's reason enough to grant a variance. I'd like to make an exception instead of standard that you just get a variance just because you want to build up closer to your property line. There's a reason for that and the City wasn't real strict on that in the past and you see that people have built up to their property lines and will not be able to get anything in between the buildings if you ever needed to. I didn't see any problems with what I looked at.

Tom Pestak: Also, if vehicles did need to get around, they can go around the other side of the house, there just would be no room on the north side; there's plenty of room on the south side. Also, there's access from the alley, which is where all of our utilities are; the sewer, the electric, and the telephone go through the alley. The water comes in from the street and there's a gate; lots of access. You just would not be able to drive between the north side of my house and the neighbor's fence.

Vice-Chairman Buhler: No one would like that anyway.

Tom Pestak: If I make this addition, I would not be able to drive a vehicle. You know what it might have been? It had something to do with meter readers before we had remote; maybe the meter readers needed to get through there.

Chairman Sisney: I will do a little research tonight, but it would make sense not to build up to your property line; and you're not. I will have the answer to this question for the next time.

There were no proponents or opponents for this item.

Chairman Sisney made a motion to recommend a 5 foot setback instead of an 8 foot setback to the City Commission for final approval.

Member Luchini seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

5. NEW BUSINESS:

- a. Discussion/Action: Discussion/Action: Recommendation to the City Commission to consider the appointment of Gordon Edelheit to serve as a member on the Planning & Zoning Commission.

Gordon Edelheit gave some background information about himself and his desire to serve on the board.

Vice-Chairman Buhler questioned Mr. Edelheit about the permits for work being done on his building on Austin Street and why the permits were not displayed on the window.

Vice-Chairman Buhler made a motion to table the recommendation until the next meeting for Mr. Edelheit until he can provide the permits requested.

Member Luchini seconded the motion.

Motion carried unanimously.

- b. Discussion/Action: Recommendation to the City Commission to consider the appointment of Lisa Kent to serve as a member on the Planning & Zoning Commission.

Lisa Kent gave some background information about herself and her desire to serve on the board.

Chairman Sisney made a motion to recommend the appointment of Lisa Kent to the board.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

6. REPORTS FROM THE BOARD

No reports from the board.

7. REPORTS FROM STAFF

No reports from the staff.

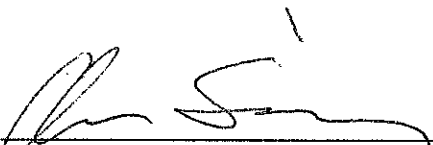
8. ADJOURNMENT

Member Luchini made a motion to adjourn.

Chairman Sisney seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 10TH DAY OF JULY, 2023.


Chris Sisney, Chairman
Planning & Zoning Board



City of Truth or Consequences

AGENDA REQUEST FORM

Agenda Item #: F.1

MEETING DATE: August 23, 2023

SUBJECT: Resolution No. 09 23/24 Authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Water Trust Board for design and construction services for the waterline replacement project

DEPARTMENT: Community Development

DATE SUBMITTED: August 15, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez – Assistant City Manager

Summary/Background:

Project is for the replacement of failed waterlines throughout the City. Many of the distribution system's waterlines have failed due to age, corrosion, and are considered to be in poor condition. In 2022, the City responded to more than 400 pipe leaks/breaks resulting in a water loss in excess of 20-million gallons for the year. The project will replace 37,808 linear feet of deteriorated waterline, or 18.2% of the existing distribution system within the city. This project will significantly reduce water loss, increase system resiliency, and improve water quality by eliminating sources of contamination during breaks. The financial assistance requested is in the amount of \$20,000,000. The City of Truth or Consequences hereby pledges a 10% local match in the amount of \$2,000,000 in support of the application. (The City Commission approved HUD Grant Agreement on 3/8/2023 for \$1.6M Federal Funds – these grant would be used as cash match for this project).

Recommendation:

Approve Resolution No. 09 23/24

Attachments:

- Resolution 09 23/24
- Notice of Intent

Fiscal Impact (Finance): TBD

-

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. 09 23/24 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 8-23-23

RESOLUTION NO. 09 23/24

A RESOLUTION BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, WHEREBY THE CITY COMMISSION INSTRUCTS CITY STAFF TO SUBMIT AN APPLICATION FOR THE FUNDS THROUGH THE WATER TRUST BOARD FOR DESIGN AND CONSTRUCTION SERVICES FOR THE WATERLINE REPLACEMENT PROJECT.

WHEREAS, *The City of Truth or Consequences* ("Governmental Unit") is a qualified entity, and the *City Commission* ("Government Body") has the authority to authorize public projects for the benefit of the Governmental Unit; and

WHEREAS, the Water Trust Board ("Board") has instituted a program for the financing of projects and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Board for public projects; and

WHEREAS, the Governing Body recommends that an application be filed with the Water Trust Board for design and construction services for the Waterline Replacement project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that the filing of an application to the New Mexico Water Trust Board for funding in the 2024 Water Project Fund funding cycle is hereby authorized. The project type falls under Water Storage, Conveyance, and Delivery and proposes to design and construct waterlines in order to reduce water loss in the City of Truth or Consequences, NM. The financial assistance requested is in the amount of \$20,000,000. The City of Truth or Consequences hereby pledges a 10% local match in the amount of \$2,000,000 in support of the application.

1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, and the same is hereby ratified, approved, and confirmed.
2. That the Application authorized by the Governing Body be and the same is hereby approved and confirmed.
3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Board for its review and are further authorized to take such other action as may be requested by the Board in its consideration and review of the Application and to further proceed with arrangements for financing the Project.
4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.
5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 9th day of August 2023.

Amanda Forrister, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer

NOTICE OF INTENT TO APPLY FOR 2024 WATER TRUST BOARD FUNDING

This Notice of Intent ("NOI") serves as i) notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2024 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application.

Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants may be requested through WTBAdmin@nmfa.net.

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned User name and temporary Password. To access EnABLE, a user will be asked to submit a correct User name and Password, as well as acknowledge certain terms of use.

I. APPLICANT INFORMATION:

Applicant Name:	City of Truth or Consequences	
Applicant Mailing Address:	505 Sims Street	
Applicant Street Address:	505 Sims Street	
City: Truth or Consequences	State: NM	
County: Sierra	Zip: 87901	
Email: talvarez@torcnm.org	Phone: 575-952-0565	

APPLICANT LEGAL ENTITY TYPE (Check One):

<input type="checkbox"/>	Authority (specify):
<input checked="" type="checkbox"/>	Municipal or County Government
<input type="checkbox"/>	Mutual Domestic/Sanitary Projects Act Entity
<input type="checkbox"/>	Special District (specify):
<input type="checkbox"/>	Tribe or Pueblo
<input type="checkbox"/>	Other (specify):

APPLICANT PRIMARY CONTACT (Authorized to Submit Application and Request Access for EnABLE users)		
Name: Traci Alvarez	Title: Assistant City Manager	
Mailing Address: 505 Sims Street		
City: Truth or Consequences	State: NM	Zip: 87901
Email: talvarez@torcnm.org	Phone: 505-952-0565	

APPLICANT SECONDARY CONTACT (Authorized to Access EnABLE Application System)		
Name: Angie Gonzales	Title: City Manager	
Mailing Address: 505 Sims Street		
City: Truth or Consequences	State: NM	Zip: 87901
Email: agonzales@tocnm.org	Phone: 575-894-6681	

Consultant Authorized to Access EnABLE Application System		
Name: Ashley Martinez	Title: Funding Services Program Manager	
Firm: Wilson & Company		
Mailing Address: 4401 Masthead Street, Suite 150		
City: Albuquerque	State: NM	Zip: 87109
Email: ashley.martinez@wilsonco.com	Phone: 505-348-4136	

Consultant Authorized to Access EnABLE Application System		
Name: Kimberly Redhorse	Title: Funding Administrative Specialist	
Firm: Wilson & Company		
Mailing Address: 4401 Masthead Street, Suite 150		
City: Albuquerque	State: NM	Zip: 87109
Email: kimberly.redhorse@wilsonco.com	Phone: 505-348-4027	

II. PROJECT INFORMATION

Project Name: T or C Waterline Replacement

Amount Requested: \$ 20,000,000

Note: Per WTB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2024 cycle is estimated to be \$133.1 million (\$20 million 15% CAP); requests exceeding the 15% will need to be revised at time of application submittal.

Project Type – Check One That Applies

- ☒ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

III. PROJECT DESCRIPTION

Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.

Project Location: Truth or Consequences, NM

Scope of work: ☐ Planning ☒ Design ☒ Construction (Check all that apply)

Phase or Phases to be Funded:

Project Goal (35 words or less):

The replacement of failed waterlines throughout the City. Many of the distribution system's waterlines have failed due to age, corrosion, and are considered to be in poor condition. In 2022, the City responded to more than 400 pipe leaks/breaks resulting in a water loss in excess of 20-million gallons for the year. The project will replace 37,808 linear feet of deteriorated waterline, or 18.2% of the existing distribution system within the City. This project will significantly reduce water loss, increase system resiliency, and improve water quality by eliminating sources of contamination during breaks.

IV. DECLARATION OF PROJECT URGENCY

Section 1.3 of the Water Trust Board Project Management Policies provides additional consideration to projects that are deemed Urgent. Does your project meet any of the following definitions of Urgent (check all that are applicable) and <u>attach evidence of the determination from a Cabinet Secretary or designee.</u>		
Public Health Threats: Projects that address existing and imminent public health threats resulting from waterborne disease outbreak and inadequate water supply.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Safe Drinking Water Act Compliance: Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Wildfire Public Safety: Watershed projects that modify or break up fuels in such a way as to lessen catastrophic fire and its threat to public safety and damage to property?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Dam Safety: Projects that correct safety deficiencies identified by the Office of the State Engineer and restore dams to a satisfactory condition.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Other: Does your project address other conditions declared an emergency by the Governor of New Mexico or by a Cabinet Secretary of a state agency? If yes, briefly describe the emergency conditions:	<input type="radio"/> Yes	<input checked="" type="radio"/> No

V. REGULATORY COMPLIANCE CHECKLIST

Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations as part of the Readiness Application. Check all that are applicable for the proposed project.	
Water Rights (OSE): Verification of sufficient water rights as required for proposed project.	<input checked="" type="checkbox"/>
Safe Drinking Water Act Compliance (NMED-DWB): Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	<input checked="" type="checkbox"/>
Dam Safety (OSE): Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	<input type="checkbox"/>
Water conservation plan/drought management plan (OSE): Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	<input type="checkbox"/>

VI. APPLICATION RESOLUTION ADOPTION DATE: August 9, 2023

PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board. *Please note that the resolution is due with the application on September 15, 2023.* Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 13, 2023.

VII. ACKNOWLEDGEMENT: I have reviewed a copy of the **Water Trust Board Project Management Policies Revised and Restated as of August 18, 2022.**

I CERTIFY THAT:

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: _____



Highest Elected Official/Board Officer

Print Title: City Manager

Print Name: Angie Gonzales

Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: G.1

SUBJECT: Approval of MainStreet T or C "Adopt a Trash Can for World Clean Up Day" Project.

DEPARTMENT: -

DATE SUBMITTED: August 16, 2023

SUBMITTED BY: Cathy Mears-Martin, MainStreet T or C

WHO WILL PRESENT THE ITEM: Cathy Mears-Martin, MainStreet T or C

Summary/Background:

MainStreet Truth or Consequences is collaborating with the city, Sierra Arts Council, and the Chamber of Commerce for "World Clean Up Day" on September 16, 2023 to paint 6 trash cans to help promote anti-littering.

Recommendation:

-

Attachments:

Event Information

-

Fiscal Impact (Finance): N/A

-

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 8-23-23



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: _____

08/23/23

Agenda Item

#: *.*

SUBJECT: - Adopt a Trash Can for World Clean Up Day
DEPARTMENT: - Main Street Truth or Consequences
DATE SUBMITTED: - 08/16/23
SUBMITTED BY: - Cathy Mears-Martin

Summary/Background: For World Clean Up Day (Sept 16th 23) Main Street Torc is collaborating with the city, Sierra County Arts Council & Chamber of Commerce to paint 6 trash cans. The aim is to promote anti-littering.

Recommendation:

Click here to enter text.

Attachments:

- Information about World Clean Up Day
- Image example
- Excel document outlining design ideas and trash can locations

Fiscal Impact (Finance):

Legal Review (City Attorney):

Approved For Submittal By: Department Director: XX City Clerk: XX City Manager: XX

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. _____ Continued To: _____ Referred To: _____
Ordinance No. _____ Approved _____ Denied _____ Other: _____
File Name: _____



World Clean Up Day 2023

MainStreet Truth or Consequences is excited to take part in World Clean Up Day on September 16th 2023, and we have an exciting opportunity to leave your mark on the Downtown District! Join us at the Healing Waters Plaza and help make a difference.

[Apply to Adopt a Trash Can](#)

About World Clean Up Day

On September 16, 2023, World Clean Up Day, people in 180 countries are standing up against the global trash problem and clean up waste, making it the biggest positive civic action the world has seen.

Over 50 MILLION Volunteers since the inaugural event in 2018 have taken part in this worldwide event and we want Truth or Consequences join in too!

We will be collaborating with the City of Truth or Consequences, T or C Litter Pickers, the Recycling Committee, The Sierra County Arts Council, Chamber of Commerce and of course the Truth or Consequences Sanitation Department to bring this event to life.

We will also have volunteers from the Tigers Unidos group from Hot Springs High School helping with the Litter Pick event!

Adopt a Trash Can

This year we are asking locals to adopt a trash can and paint it to be unveiled on September 16th 2023!

How it works: We have 6 trash cans looking to be adopted for a year. Interested parties will need to submit an application form. If selected, the design will need to be painted on September 14th / 15th for a reveal at the World Clean Up Day Litter Pick event on September 16th. MainStreet Truth or Consequences will supply a QR code on trash cans for a map to where they are located as well as artists info.

We would love to hear if you would like to help students from the local school to adopt a can too.

See more information [HERE](#)

[Apply Now](#)

Event Day Details

Date of Event: September 16th 2023.

Time: 9am - 11.30am

Location: Healing Water Plaza

Please note: Express interest will link to an email address



[Express Interest](#)

Adopt a Trash Can Application

Help inspire people to use our trash cans and adopt a bin to paint / design as you please!

Information

Submission Deadline: Aug 15th, 2023

Any questions, contact MainStreet Executive Director: director@torcmainstreet.org

Selected artist designs will be contacted by Aug 25th, 2023

Collaboration with City of Truth or Consequences, Sierra County Arts Council, Chamber of Commerce and the Recycling Committee.

Please note rules and criteria:

1. Please submit a suggestion of how you would like to design the trash can in your entry.
2. Any materials required to prep, paint and maintain the trash can will be the responsibility of the artist/s.
3. MainStreet will supply the sticker with the QR code to apply to the trash can. This sticker will include information about each artist on MainStreet website. A fun map will be created to pinpoint where these trash cans are for local residents and visitors. We will link to any artist social media and/or website.
4. The trash can must be painted to be revealed on September 16th 2023. It will be part of World Clean Up Day litter pick in the Downtown District and there will be a fun social activity on the day where people will drop a piece of litter into the trash can and tag MainStreet Truth or Consequences and collaborators as well as the artist on social media. There will also be a people's choice prize for the trash can with the most votes on World Clean Up Day.
5. Artists can collaborate on a trash can if they wish to, and anyone can take part in this if they have a design idea to submit and will follow these rules. For example, a group of students.
6. Family friendly designs: for example, no swear words, politics or inappropriate imagery. This should be a fun and vibrant project.
7. There is no payment for painting a trash can. This is a community enrichment project so there will be exposure through social media, MainStreet Truth or Consequences website.
8. If this is a popular project and successful, MainStreet Truth or Consequences will look into expanding the number of trash cans available to paint in the future.

[Apply Now](#)

****Any questions, contact MainStreet Executive Director: director@torcmainstreet.org****

MainStreet Newsletter

Email *

e.g., email@example.com



Join Our Mailing List

Adopt a Trash Can

Applicant	Contact Info	Social Media / Website Information	If successful, what kind of direction will your design take?	What name would you have on the sticker for the trash can?	Please confirm the information you would like MainStreet T or C to include on our website.	Assigned Trash Can
sunday xiques	skinflowerart@gmail.com > 575-894-6667 909 north foch street, truth or consequences, NM 87901	www.skinflower.net	umbrellas with sunshine, a whimsical depiction of local weather including local flora & possibly birds	sunday of skinflower cosmic arts	my name is sunday & i am a tattoo artist here in truth or consequences, new mexico~ i am an avid gardener, cloud enthusiast, & bicycle adventurer~ i have long been an anti-litter activist in my own way & am delighted that our town has it's very own litter-pickin' group that definitely attracts the loveliest community of people~ i am excited to (possibly) participate in a project that is meant to be beautiful & of tangible benefit to our dear town~	TBC
Ana Gomez	5055888134	@trippy.Mum.art	I'm thinking Sun and moon design with clouds and stars	Trippy Mum	My goal is to keep our city clean and beautiful for everyone to enjoy. I'm a New Mexican artist as well as stay at home mom with 2 little ones. Being creative and true to myself is my passion. All of me creations are imaginative and based off my raw emotions.	TBC
Mary Walker	602 Wyona St, TorC theta.art@gmail.com 575-297-4112 land line		I will paint in layers around the trash can. First bottom layer will be blue for water, second layer green for grass, third layer turtles, forth layer bears and if there is space the fifth layer will be birds. I will bring a sketch to Cathy/MainStreet soon.	Mary Walker	I have been creating in multi medias since 5th grade and graduated from the University of San Diego with a double major in fine arts and sociology. I surprised myself when I moved to TorC in 2012 from Calif. when I was 60. TorC uniqueness encourages me to create with the bright colors and symbols. I have created over 25 murals, recycled street art, paintings and jewelry. It takes a village to create a wonderful TorC and I want to continue to be part of this special village.	TBC
June Jewell	June.jewell@gmail.com	www.junejewell.com	Abstract with a hint of environmental messaging.	June Jewell	June Jewell is a local artist, mama, & gardener. She paints colorful abstracts & portraits. Her work can be found on her website (junejewell.com) or at Snakestone Studios downtown T or C (324 N Broadway).	TBC
T or C Litter Pickers	Cathy Mears-Martin	https://www.facebook.com/groups/456844836650341	Hand prints and litter to show working together to make a cleaner city. Will mention T or C Litter Pickers on the design	T or C Litter Pickers	T or C Litter Pickers was set up so a group of likeminded individuals could inspire and clean up areas around T or C. We want our city to be trash free. This initiative to adopt a trash can will hopefully help with inspiring people to use the bins around the city and we fully support that	TBC
Students with support of artist						TBC

List of Trash Can Locations	
Healing Water Plaza	El Cortez
Outside the post office	Turtleback Coworking
Wildflower Boutique	Opposite the brewery



There will
be patterns
on and
around
each animal.

Background • white or yellow.
Each row will have animals. I will decide
how many animals will be in each row
when I am painting. 1 to 3/4



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: G.2

SUBJECT: CBF Collection Agency Contract
DEPARTMENT: Utility Department
DATE SUBMITTED: August 16, 2023
SUBMITTED BY: Sonya Renfro, Utility Office Manager
WHO WILL PRESENT THE ITEM: Sonya Renfro.

Summary/Background:

PRESENTATION REGARDING THE RECOMMENDATION FOR DEBT COLLECTION AGENCY CBF TO COLLECT UTILITY PAST DUE DEBT.

Recommendation:

Approval of contract.

Attachments:

CBF Collection Agency Agreement
-

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-23-23



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

May 22, 2023

City of Truth or Consequences
Attention: **Sonya Renfro, Utility Manager**
505 Sims Street
Truth or Consequences, New Mexico 87901

VIA E-MAIL
srenfro@torcnm.org

Re: Agreement for Collection Services for Past Due Utilities

Dear Sonya,

I have reviewed the proposed Agreement and here are my questions/concerns:

1. The third paragraph on the second page states "CBF will continue collection efforts on referred accounts through use of letters, phone calls and credit reporting...."

However, the agreement doesn't explain what happens if their informal efforts fail. Would they recommend in certain cases to file suit to collect the amount owed, and if so, who would represent the City? Would they have their own counsel, or would the case revert back to the City Attorney's Office? In such case, the City should be relieved of paying a commission.

I assume that before the case is referred to CBF, the City will have already expended efforts to collect the Debt. So, I am not clear on what CBF would do that we haven't already tried.

2. The Agreement contemplates a Twenty-Five Percent (25%) collections fee. However, paragraph 4 gives the CBF the sole discretion to forward the account to another agency and receive a Forty Percent (40%) fee. This would not be in the City's best interest, as it would contemplate that the City would have to pay 40% and whatever fee would be owed to the new collection agency.

Please contact me if you wish to discuss this matter in further detail.

Very Sincerely,

A handwritten signature in black ink, appearing to be "JR", written over the words "Very Sincerely,".

Jaime F. Rubin, City Attorney

JFR: toa



Excellence in Debt Collection Since 1948

August 3, 2023

City of Truth or Consequences
Soyna Renfro, Utility Manager
VIA email : srenfro@torcnm.org

RE: Agreement for Collection Services for Past Due Utilities

Questions/concerns:

1. In the "Scope of Work" section we are pointing out that we will continue to work the account until it is "paid, settled, canceled or expired under applicable statutes of limitations". This means we will continue to work the accounts, unlike some others who only work accounts for a limited time, 6 months to a year, is common, then they simply stop.
2. Paragraph 6 in the "Terms and Conditions" addresses legal action to enforce collections. We do not promise to sue anyone. We only bring suits if we can enforce the judgement, usually by garnishing wages. We pay all the costs (they are added to the debtor's obligations). Further, we take no legal action without express written consent from our client (you). Some clients will not sue anyone, others sue, but may not want to sue the mayor or other local VIP. This is entirely up to you.
3. If the city can collect, they should, and not refer the accounts to us, or any other collection agency. We are the next step. Sometimes a letter from a collection agency is all it takes. Other times nothing will make them pay. Our only job is to ask people for money, that is what we train to do. You have no obligation to send us any account. Only after you fail should you contemplate using us.
4. The forwarding of accounts is of no value to us, the other agency gets the entire commission, this is standard throughout the collections industry. The primary reason we would forward an account is because we are not licensed in the state the debtor is currently living in, thus taking any action on our part would be illegal. In this case we want to keep our clients happy, even if we make nothing. We are licensed in New Mexico, Arizona, Utah, Colorado. We only need a Bond in Texas and Oklahoma. Twenty-two other states have no licensing requirements, so we work in those states. Licensing requirements change, so we do not list all the states. We will not work in Minnesota, New York City (the state is OK, not the city), Nevada and a few others.

I hope this satisfactorily addresses your concerns.

A handwritten signature in black ink, appearing to read 'W. Sharer'.

William Sharer
President



Excellence in debt collection since 1948

Official Use Only

Client #

Date

Initials

AGREEMENT FOR COLLECTION SERVICES

AGREEMENT, made this _____ day of _____, 2023, between

_____, (hereinafter referred to as "Creditor")

whose principle place of business (address) is: _____

Phone: _____

and **CREDIT BUREAU OF FARMINGTON, Inc.** dba CBF Services (hereinafter referred to as "CBF"), whose principle place of business is 509 E 20th St, Farmington, New Mexico 87401.

WHEREAS, Creditor desires from time to time during the term of this Agreement, to submit to CBF for collection certain claims, accounts or other evidence of indebtedness (hereinafter called "Claims"), and

WHEREAS, CBF desires to provide Creditor with collection services with respect to said Claims,

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. CBF agrees that all activities of CBF shall be carried out in compliance with all applicable federal, state, and local laws.
2. Creditor hereby warrants that all Claims forwarded to CBF are valid and legally enforceable debts, and that the Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto. Creditor will provide an accurate "date of delinquency" on all accounts at the time of referral to CBF. Further, Creditor agrees to provide, whenever requested to do so by CBF, a written verification of a Claim; a copy of the judgment, if any, on which a Claim is based; the name and address of the person or entity to whom the debt was originally owed, if different from the Creditor.
3. If any Court of competent jurisdiction shall rule that any provision of the Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.
4. This Agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties hereto.
5. Creditor and CBF agree that all action taken by Creditor and CBF pursuant to this Agreement shall be in accordance with the collection terms and conditions set forth. This Agreement contains the entire Agreement between the parties hereto and cannot be amended or modified in any respect except by an Amendment in writing signed by both parties.

Scope of Work

CBF will attempt to collect debts referred in a manner consistent with the Fair Debt Collection Practices Act (FDCPA), Fair Credit Reporting Act (FCRA), and all applicable Federal and State Laws.

CBF will acquire and maintain licenses and bonds, as required, to operate in applicable states.

CBF will continue collection efforts on referred accounts through use of letters, phone calls, and consumer credit reporting, the frequency and timing to be determined at CBF's discretion, until accounts are paid, settled, canceled, or expired under applicable statutes of limitations.

CBF will accept payments from consumers via cash, personal check, money order, debit or credit card or ACH transfer.

CBF will provide an online payment portal for the convenience of the consumer.

CBF will provide online access to designated representatives to monitor CBF activities and real time status of referred accounts.

Monies collected by CBF on behalf of Creditor shall be remitted on a monthly basis. CBF shall remit the entire balance of monies collected on behalf of Creditor less any commission due to CBF.

Creditor Requirements

Accounts submitted by Creditor to CBF for collection must include the following information:

- 1) Full name of the person financially responsible for the account(guarantor).
- 2) Social Security number of guarantor.
- 3) Full mailing address, (not necessarily the physical address).
- 4) Telephone number.
- 5) Alternate telephone number (if available).
- 6) _____(initial) Specific permission to call the phone number(s) provided with an automatic dialer **and** to leave an automated message.
- 7) Place of employment (title) or source of income of the guarantor.
- 8) Phone number and address of place of employment.
- 9) Exact dollar amount due.
- 10) Date of Last Activity on the Account.
- 11) Name of spouse, if applicable.
- 12) Spouse's place of employment, if available.
- 13) What the service was for (description of merchandise, procedure, etc.).



TERMS AND CONDITIONS

The Parties agree as follows:

1. Accounts may be assigned electronically at <https://clientservices.dacks.com>, with forms provided by CBF or by forms commonly used by Creditor.
2. Standard Collections Commission fee due CBF is **25%** of all money collected from the date the account is referred to CBF. This fee applies to payments made directly to the Creditor as well as payments made to CBF.
3. If Creditor normally charges interest on accounts, CBF agrees to collect the interest for the Creditor up to 15% annually. The commission fee on interest is the same as paragraph 2 above. It is understood that interest, if any, is a matter between the Debtor and Creditor, this is not a charge added by CBF.

YES, we charge ____% annual interest and want CBF to collect for us.

Initial

NO, we do not want CBF to collect interest

Initial

4. Commission fee due CBF on "Forwarded" accounts is **40%**. These are accounts where the debtor has relocated and CBF feels that a closer agency may better collect on the account. Creditor agrees to provide CBF with any new address or employment information that may be obtained.
5. All money due Creditor collected by CBF is remitted to Creditor within 40 days of collection. If invoiced, Creditor will pay commission due CBF within 30 days of receiving the invoice.
6. No legal action is taken without the express written consent of the Creditor. Commission fee due on "legal" accounts is **50%** of amount collected. In the event of legal action, all fees including; filing, service and attorney, are paid up front by CBF and charged to the debtor as allowed by law. Commission due on assigned judgments is **40%** of amount collected.
7. Creditor will grant CBF access to all records containing information that may help locate the debtor, if necessary.
8. Creditor may examine the collection records of any accounts assigned by the Creditor. Reports may be sent to Creditor or Creditor may examine them in CBF offices during normal business hours, or access through CBF's website at www.cbfservices.com at any time.
9. CBF recovers NSF checks for a flat fee of **\$35.00** per check recovered. Creditor must post a sign at the point of sale notifying customers of the charge. Collection fee is due upon payment of the check. If CBF must take legal action to recover the check the commission due is the same as paragraph 6 above. If legal action is taken CBF, requests from the court, the maximum allowed by law.
10. _____ (initial) Creditor agrees to and authorizes CBF to accept, endorse and deposit payments from clients on their behalf and understand that the financial institution shall not be held liable for any dispute between Creditor and CBF for any non-payment of funds.



Renewal Terms

This agreement shall remain in effect for one year from the date of the agreement. Both parties reserve the right to early termination of the agreement by way of notifying the other party of intent to terminate in writing 30 days prior to termination. If within 30 days of expiration of this agreement, neither party has expressed in writing intent of nonrenewal of the service contract, or renegotiation of the terms of the service contract, this agreement will automatically renew for an additional one year time period and continue to automatically renew for up to ten years.

Point of Contact for Creditor is _____
Name, Phone Number and Email

Credit Bureau of Farmington, Inc. dba CBF Services

Agency

Creditor Representative

Signature

Signature

Date

Date

services





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: G.3

SUBJECT: Discussion/Action: Approval of State of NM Tourism Department Clean and Beautiful Grant Program Agreement

DEPARTMENT: Parks

DATE SUBMITTED: August 17, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Services Director

Summary/Background:

City submitted an application for FY24 Clean & Beautiful Grant for clean-up activities that include youth groups, reusables, and recycled benches. The City was awarded \$4,513.18. Grant does require a cash match of 25% which amounts to approximately \$1,130 of in kind services and/or purchased materials

Recommendation:

Approve grant agreement

Attachments:

- State of NM Tourism Department Clean and Beautiful Grant Program Agreement

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-23-2023

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Litter Control and Beautification
"Clean & Beautiful" Grant Program Agreement**

THIS AGREEMENT, numbered **24-418-6002-00023-00**, is made and entered into by the **State of New Mexico Tourism Department**, hereinafter referred to as the "NMTD," and **CITY OF TRUTH OR CONSEQUENCES** hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq. (hereinafter "the Act") is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the "Litter Control and Beautification Fund," hereinafter "the Fund," is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act;

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Acknowledge that the NMTD Tourism Development Division Director reserves the right to unilaterally adjust, modify or cancel any and all awards as outlined in *Exhibit A* in order to ensure the expenditure of all funds.
- C. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.
- D. Complete and submit all required documentation for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.
- E. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.

F. Acknowledge Partner is responsible for attending one (1) Tourism Exchange USA (TXUSA) Webinar during the term of this agreement.

1. If a Partner is unable to attend a live Webinar, they may view a recording at a later date and provide an attestation that this requirement has been fulfilled.

II. Obligations of NMTD.

- A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B*.
- B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.
- C. Provide attendance information or additional resources necessary for Partner to meet the requirements of paragraph I(F).

III. Additional Terms & Conditions:

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2024**. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- D. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including, but not limited to, acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If a Force Majeure Event occurs, neither Party will be deemed in default of this Agreement. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.

- E. Partner shall obtain prior approval from NMTD for any and all use of the Keep New Mexico True Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- F. In the event that this Agreement will be performed during a public health emergency, Partner shall ensure that any activities are carried out in accordance with all laws, rules, regulations, safe practices and protections.
- G. The Parties shall not be jointly liable. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- H. This Agreement is governed by the laws of the State of New Mexico.
- I. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- J. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service, by electronic mail or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:
 - To NMTD: New Mexico Tourism Department
Chantal Sandoval, Clean & Beautiful Program Coordinator
491 Old Santa Fe Trail | Santa Fe, NM 87501
(505) 670-8059 | chantal.sandoval@td.nm.gov
 - To Partner: Traci Alvarez
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565 | talvarez@torcnm.org
- K. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Secretary listed below.

By: _____ Date: _____
Traci Alvarez, City of Truth or Consequences
PARTNER

By: _____ Date: _____
Rayline Sebay, CPO, ASD NMTD

Approved for legal sufficiency:

By: _____ Date: _____
Novela Salazar, NMTD General Counsel

By: _____ Date: _____
Antoinette Vigil, NMTD Deputy Secretary

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 01-405755-00-7

By: _____ Date: _____
Taxation and Revenue Department

**EXHIBIT A
PROJECT AWARD SCHEDULE
CITY OF TRUTH OR CONSEQUENCES**

	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
End Littering					
1.3 Clean-up Activities	\$537.56				
Reduce Waste					
2.1 Reusables		\$1,475.62			
Beautify Communities					
3.1 Recycled Benches			\$1,300.00		
Empower Youth					
4.2 Youth Groups				\$1,200.00	
Increase Program Capacity					
Subtotals	\$537.56	\$1,475.62	\$1,300.00	\$1,200.00	\$0.00
Total Award	\$4,513.18				
Lancing Adams			8/4/23		
Approved by: NMTD Tourism Development Division Director			Date		

EXHIBIT B

NEW MEXICO TOURISM DEPARTMENT CLEAN AND BEAUTIFUL GRANT PROGRAM FY24 GUIDELINES

GRANT PURPOSE

The purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the New Mexico Tourism Department (Department) the authority to eliminate litter from the state to the maximum practical extent. The Department shall aid in establishing a statewide Keep America Beautiful Program through the New Mexico Clean and Beautiful Grant Program to end littering, improve recycling, and beautify New Mexico communities.

ELIGIBILITY

All New Mexico municipalities, counties, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct CRS numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

ELIGIBLE EXPENDITURES

Projects and initiatives that contribute to the following goals and objectives, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

Goal #1 - End Littering

Objective 1.1 – Prevent littering.

Objective 1.2 – Provide access to proper waste disposal.

Objective 1.3 – Remove litter.

Goal #2 – Reduce Waste

Objective 2.1 – Reuse.

Objective 2.2 – Repair.

Objective 2.3 – Repurpose.

Objective 2.4 – Improve composting and sustainable organics management.

Objective 2.5 – Improve recycling and sustainable materials management.

Goal #3 - Beautify Communities

Objective 3.1 – Improve green spaces through sustainable park design.

Objective 3.2 – Maximize sustainable landscaping throughout communities.

Objective 3.3 – Prevent graffiti.

Objective 3.4 – Eradicate graffiti.

Goal #4 – Empower Youth

Objective 4.1 – Educate students.

Objective 4.2 – Provide service opportunities for youth groups.

Objective 4.3 – Employ youth interns.

Objective 4.4 – Provide youth leadership opportunities.

- Youth initiatives must directly contribute to at least one of the above-mentioned goals.
- Applicants may either hire a youth group as a subcontractor or hire individual youths.
- For individual youth interns:
 - a) Individuals must be between 14 to 25 years of age.
 - b) Salary range = at least local minimum wage.
 - c) Youth Employment Verification forms are required for each youth employed.

Goal #5 – Increase Program Capacity

Objective 5.1 – Recruit and engage volunteers.

Objective 5.2 – Build coalitions through professional affiliations.

Objective 5.3 – Increase knowledge through professional development.

- Activities must directly contribute to at least one of the above-mentioned goals.

EXHIBIT B

MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as "in-kind donations" from businesses, groups, and individuals. Examples include private waste hauler services, "pro-bono" accounting services, food/drinks, donated advertising space, or office space in a non-government building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as a volunteer hour.

Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

Volunteer Hours:

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Each volunteer hour should be assigned the applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at

https://www.independentsector.org/volunteer_time.

GRANT AGREEMENT

The grant award will be officially executed upon receipt by the Department of the signed grant agreement. Agreements will include two accompanying exhibits: Project Award Schedule (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*).

INITIAL DISBURSEMENT OF FUNDS

For FY24 grant awards, Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the [NM Clean & Beautiful Grant Resources webpage](#).

REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end.

Final Reimbursement Request Packet should include, submitted no later than June 15, 2024:

- Final Reimbursement Invoice
- Total Project Expense Worksheet with back-up documentation*
- Youth Employment Verification forms, if applicable
- Event and trainings registration confirmations, and KAB Affiliate dues receipt, if applicable

Final Reimbursement Request Packet should include, submitted no later than July 5, 2024:

- End-of-Year Report
- Volunteer Sign-in Sheet, if applicable

*Eligible back-up documentation includes:

1. Invoices or receipts

AND

EXHIBIT B

2. Cleared checks, warrants, bank statements *or* an attestation by Partner's CFO or equivalent financial authority.

SUBMISSION REQUIREMENTS

- All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage at: <https://nmtourism.smaply.io/res/p/nmcbresources/>
- Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: <https://nmtourism.smaply.io/> or by email to chantal.sandoval@td.nm.gov

PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Coordinator (Chantal Sandoval) will establish communication schedules and provide technical assistance for all awardees. She can be reached by email at chantal.sandoval@td.nm.gov or by phone at 505-670-8059.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: G.4

SUBJECT: Discussion/Action: Accept 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

DEPARTMENT: Police Department

DATE SUBMITTED: August 17, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Luis Tavizon – Chief of Police

Summary/Background:

The Application for the 2022 Edward Byrne Memorial Justice Assistant Grant (JAG) Program has been recommended for funding. The City of Truth or Consequences Police Department has been awarded \$39,800.00. Funds will be used to purchase Laptop Computers, Docking Stations and Microsoft Office Software.

Recommendation:

Accept 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

Attachments:

- Grant Agreement

Fiscal Impact (Finance): Yes

\$39,800.00

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-23-2023

Subgrantee Name: Truth or Consequences Police Department

Subgrantee Agreement Number: 22-JAG-TORC-SFY24

Award Amount: \$39,800.00

Subgrantee UEI Number: YRPKBBU1EJ8

Grant Term: July 1, 2023 – June 30, 2024

2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Subgrant Agreement made effective July 1, 2023, by and between the New Mexico Department of Public Safety, acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the "BUREAU" and the City of Truth or Consequences, serving as the Fiscal/Fiduciary Agency for the Truth or Consequences Police Department, as the Program herein, jointly referred to as the "SUBGRANTEE."

WHEREAS, this Subgrant Agreement is made by and between the Bureau and the Subgrantee, pursuant to The Edward Byrne Memorial Justice Assistance Grant (JAG) Program, specifically authorized under 34 U.S.C. §§ 10151 - 10158, (CFDA #16.738) which is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The NMDPS is responsible for conducting coordinated and transparent strategic planning, along with the implementation of structural reforms that improve the administration of justice. Strategic planning is utilized to analyze crime trends, evaluate the priorities of all segments of the criminal justice system, set out a plan for reducing crime and victimization, and guide the use of the grant funds. The Bureau is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the Subgrantees' compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to subgrantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary subgrant information, and closes out the awards to BJA. The Bureau is responsible for the fiscal management of this award and will provide leadership and technical assistance to all subgrantees in identifying programmatic needs, preparing JAG subgrant proposals, and administering JAG subgrant awards; and

WHEREAS, it is necessary for the subgrantee to enter into this Subgrant Agreement with the Bureau in order to receive and expend funds from the JAG Program for the purpose of implementing activities that qualify for funding under the JAG Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

1. The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2022 JAG program solicitation, and any other relevant rules, laws, and regulations. JAG funds may be used for state and local initiatives, technical assistance, training, personnel, law enforcement overtime, equipment, supplies, contractual support, and information systems for criminal justice. The award shall not be used for research and development. The funding for the 2022 JAG award is as follows:

Federal Award Identification Number: 15PBJA-22-GG-00626-JAGX

Award Date: September 16, 2022

Amount Awarded: \$1,953,303.00

Total Subgrantee Pass through: \$1,757,973.00

Federal Award Identification Number: 107000275

CFDA #16.738

2. The NMDPS and the New Mexico Drug Enforcement Advisory Council (DEAC) have vetted the adoption of two main purpose areas for the 2022 Byrne JAG grant application. Program purpose areas for the FY2024 funding cycle have been limited to:

A. Law Enforcement Programs

B. Prevention and Education Programs

SECTION TWO: SCOPE OF WORK

- The subgrantee agrees that it shall implement its program as detailed in their submitted 2022 Edward Byrne Justice Assistance Subgrant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the subgrantee shall use grant funds to achieve the following goals and objectives.
 - **Goal #1 – Addressing the narcotics problems in Truth or Consequences.**
 - **Objective:** To utilize the computers and software to document, email, and set up bulletins to other surrounding agencies, with a focus on narcotics.
 - **Approved Grant Funding for Implementation of Goals and Objectives is as follows:**
 - **Computers and docking stations @ \$38,800.00.**
 - **Microsoft Office software @ \$1,000.00**

TOTAL FUNDING = \$39,800.00

- The subgrantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detailed program description is incorporated herein as part of the Subgrantee's Application (attached and incorporated herein as Attachment A).
- The subgrantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

SECTION THREE: TERMS OF THIS SUBGRANT AGREEMENT

1. This Subgrant Agreement shall become effective July 1, 2023 and shall terminate on June 30, 2024.
2. The subgrantee may not obligate, expend, or request any funds under this award until a budget reflecting the final award amount has been received and approved by the Bureau; and
3. The Bureau shall evaluate the subgrantee's program's progress to determine if the subgrantee is on track to expend funds by the end of the Subgrant Agreement period. Spending reviews are scheduled to occur at mid-year and after the third quarter of the grantee period. If it appears funds will not be fully expended by the end of the Subgrant Agreement period, the Bureau will make a recommendation to the DEAC Budget and Funding Sub-Committee to amend the Subgrant Agreement's budget in an effort to revert funds. This action may occur prior to the end of the Subgrant Agreement period to allow for funding to become available for other subgrantee programs.
 - A. If extenuating circumstances exist, applicants may petition the DEAC Budget and Funding Sub-Committee for relief from the reversion of unexpended funds.

- B. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the Secretary of the Department of Public Safety for disposition.
 - C. In all cases, the Secretary of the Department has the final authority in determining if the reversion shall occur.
4. This Subgrant Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document, or its amendments, is not part of this Subgrant Agreement and not enforceable pursuant to this Subgrant Agreement. Performance of all duties and obligations herein shall conform with, and shall not contravene, any state, local, or federal statutes, regulations, rules, or ordinances.
 5. In the event that, due to unusual circumstances, it becomes apparent that this agreement cannot be brought to full completion within the time period set forth in this Section, the Subgrantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request a Subgrant Agreement extension.

SECTION FOUR: SUBGRANTEE DUTIES AND RESPONSIBILITIES

Subgrantee must adhere to the following duties and responsibilities, and other terms and conditions under this Subgrant Agreement in order to receive the compensation described in Section Five.

1. Act in the capacity as the fiduciary for this Program.
2. Include the Subgrant Agreement number on all correspondence and submittals to the Bureau.
3. Have the program commenced and operational within ninety (90) days of the last signatory executing this Subgrant Agreement. If the subgrantee's program has not commenced or is not operational within ninety (90) days, the subgrantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, subgrantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the subgrantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs.
4. Submit all program-related contracts, subcontracts, agreements, and subsequent contracts to the Bureau for review and approval prior to execution.
5. Provide the Bureau for its review for compliance and approval in writing, prior to any overtime being reimbursed, the overtime policy for all participating agency(s), if applicable.
6. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Subgrant Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the subgrantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Subgrant Agreement.
7. Understand and agree that the Bureau, Department of Justice (DOJ) (including OJP and the Office of the Inspector General (OIG)) and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents in any form) related to this award, including such records of any Subgrantee, contractor, or sub-contractor.
8. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the subgrantee (or of any contractor or sub-contractor) regarding transactions related to this award.
9. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.
10. The subgrantee agrees they will submit to the Bureau for review and approval any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, or any

publications (written, visual, or audio, but excluding press releases, notices, newsletters, and issue analyses) issued by the subgrantee describing programs funded in whole or in part by this agreement. The subgrantee shall submit the above-stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release.

11. The subgrantee agrees to have a representative attend quarterly Drug Enforcement Advisory Council (DEAC) meetings and be able provide a report on program progress if requested.
12. The subgrantee agrees to submit the minutes from all quarterly Region Board meetings to the Bureau;
13. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the subgrantee prior to each visit. Further, the subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
14. Per 2 C.F.R. §200.313 requirements, post-award property standards will continue to be managed for all equipment purchased with Federal grant funds over \$5,000.00. The NMDPS GMB requires that Property/Equipment Inventory Reports continue to be provided annually by the deadline of January 30 until disposition of all property/equipment purchased with these grant funds with a fair market per-unit value of over \$5,000.00, or it is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the NMDPS GMB. Records for property and equipment acquired with Federal funds must be retained for (3) three years after the close of the grant award. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its Subgrantee(s) with Subgrant Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.
15. The subgrantee should enforce the federal law that protects federal employees against reprisal for whistleblowing. A whistleblower is an employee of Federal contractor, subcontractor or grantee who discloses information that the individually reasonably believes is evidence of gross mismanagement of a Federal contract or grant; gross waste of Federal funds; abuse of authority relating to Federal contract or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a Federal contractor, subcontractor, or grantee to be discharged, demoted or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

In the event that a DOJ contractor, subcontractor and grantee report allegations of what they reasonably believe to be wrongdoing, and believe that retaliation has occurred, they may file a complaint under the NDAA with the OIG which will investigate the matter. Information on how to report suspected reprisal to the OIG is available at: <http://oig.justice.gov/hotline/>.

For further information about whistleblower rights and protections, please see the Whistleblower Protection page on OIG's website at: <https://oig.justice.gov/hotline/whistleblower-protection.htm>.

16. The subgrantee agrees that funds received under this award will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The subgrantee understands that the Bureau will not reimburse any portion of salaries paid for existing general fund employees/staff.

SECTION FIVE: SUBGRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the subgrantee's satisfactory completion of all work and services required to be performed under the terms of this Subgrant Agreement, and in compliance with all other Subgrant Agreement terms herein stated, the Bureau shall reimburse the subgrantee a sum up to, and not to exceed **\$39,800.00**.

2. **All payments shall be made on an actual cost reimbursement basis.** The subgrantee shall submit a completed Request for Reimbursement (RFR) form along with all appropriate supporting documentation.
 - A. RFR forms shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month in which there were grant expenditures.
 - B. A Final RFR must be submitted to the Bureau for review and approval no later than thirty (30) days following the termination date of this Subgrant Agreement. Failure by the subgrantee to timely submit the final RFR, including all supporting backup documentation, may result in an Administrative Closeout by the Bureau. If an Administrative Closeout takes place, any remaining expenditures may not be reimbursed, which may have a negative effect on Subgrantee's ability to obtain funding in the future.
 - C. If there are no expenditures to claim on an RFR, the subgrantee is required to complete the RFR coversheet indicating zero expenditures are being claimed for that month.
 - D. No RFR will be processed if, in the judgment of the Bureau, the subgrantee is in violation of any section of this Subgrant Agreement.
3. The subgrantee understands and acknowledges that Reimbursement of travel expenses, if applicable, will be reimbursed per the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978), subgrantee's approved travel policy, or the approved federal rates per GSA. Agencies will provide backup to support travel expenditures including but not limited to itemized receipts and/or invoices.
4. Upon the completion of this Agreement, any portion of subgrantee's unexpended funds revert back to the New Mexico Department of Public Safety.
5. No matching requirement exists for this program.

SECTION SIX: SUBGRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the subgrantee is required to complete and submit programmatic reports.

1. The subgrantee shall submit Quarterly or Semiannual Progress Reports. Progress reports shall be submitted within 15 days after the reporting period ends, for the life of the award to the Bureau for review and approval. The final report will be due no later than fifteen (15) days after expiration of funding. The schedule is as follows:

Quarterly: July 1st – September 30th, Progress Report due October 15th

Quarterly: October 1st – December 31st, Progress Report due by January 15th

Quarterly: January 1st – March 31st, Progress Report due by April 15th

Quarterly: April 1st – June 30th, Progress Report due by July 15th

OR

Semiannual: January 1st – June 30th, Progress Report due July 15th

Semiannual: July 1st – December 31st, Progress Report due January 15th

The Bureau will provide proper guidance for Progress Reports pertaining to this program; and

2. In addition, Monthly Progress Reports must be submitted to the Bureau along with the request for reimbursement. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future high-risk designation.
3. The subgrantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the subgrantee of any additional reporting requirements as they are imposed.
4. The subgrantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis;
5. The subgrantee must collect, maintain, and provide to the Bureau data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by the Bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau, by written notice to the subgrantee, shall have the right to terminate this agreement if, at any time, in the judgment of the Bureau the provisions of this agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand a refund of all or part of the funds dispersed to the subgrantee. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on subgrantee for the following reasons:

1. Pursuant to 28 C.F.R. Part 18, the Bureau may suspend or terminate funding under this award before the completion of the project funded by this award for the subgrantee's failure to comply with the certifications and conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the subgrantee will be unable to draw down funds until the Bureau determines that the Subgrantee is in compliance;
2. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law;
3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding;
4. Failing to submit reports required by Section Six; or
5. Filing a false certification with the application, this Subgrant Agreement, or in other reports or documents.
6. The subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
7. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Subgrantee's Application;
8. Failing to adhere to the requirements in this Subgrant Agreement;
9. This Subgrant Agreement may be terminated by the subgrantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination does not nullify subgrantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this subgrant agreement shall be in effect until completed, unless terminated early pursuant to this Subgrant Agreement.

Before imposing sanctions, the Bureau will provide reasonable notice to the subgrantee of its intent to impose sanctions and will attempt to resolve the issue in an expeditious manner.

SECTION EIGHT: SUBGRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all Subgrantees must adhere to the following.

1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact the Bureau for guidance, and may not proceed without the express prior written approval of the Bureau.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee (and any subrecipient at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subgrantee is to contact the Bureau or OJP promptly for clarification.

3. Requirement to report actual or imminent breach of personally identifiable information (PII)

The subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)

- (a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or

(b) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Bureau no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subgrantee, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Bureau or OJP taking appropriate action with respect to the subgrantee and the award. Among other things, the Bureau or OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

6. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subgrantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7. Compliance with DOJ regulations pertaining to civil right and nondiscrimination- 28 C.F.R. Part 42
The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
9. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The subgrantee (at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Bureau for guidance.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
The subgrantee, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

9. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the subgrantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The subgrantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

10. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subgrantee agrees to comply with the DOJ Grants Financial Guide.

11. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

12. Employment eligibility verification for hiring under the award

A. The subgrantee (and any subrecipient at any tier) must—

1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subgrantee properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
2. Notify all persons associated with the subgrantee (or any subrecipient) who are or will be involved in activities under this award of both—
 - a. this award requirement for verification of employment eligibility, and
 - b. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

B. Monitoring

The subgrantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

C. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

D. Rules of construction**1. Staff involved in the hiring process**

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

2. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subgrantee may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.**4. Nothing in this condition shall be understood to authorize or require any subgrantee, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.****5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subgrantee, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).**

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to the Bureau, before award acceptance.

13. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, the subgrantee—

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the subgrantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts or both—

- i. it represents that—
 - a. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

14. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award

conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

15. All subawards ("subgrants") must have specific federal authorization

The subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

16. Requirements related to System for Award Management and Universal Identifier Requirements

The subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the subgrantee) the unique entity identifier required for SAM registration.

The details of the subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

17. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subgrantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact the Bureau for guidance, and may not proceed without the express prior written approval of the Bureau.

18. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The subgrantee must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.

19. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subgrantee, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantees or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

20. Reporting potential fraud, waste, and abuse, and similar misconduct

The subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the Bureau by--(1) mail directed to: New Mexico Department of Public Safety, Attn: Grants Management Bureau, 4491 Cerrillos Road Santa Fe, NM 87507; (2) email to: DPS.GMS@state.nm.us; and/or (3) at (505) 827-9115 (phone).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

21. Cooperating with OJP Monitoring

The subgrantee agrees to cooperate with the Bureau and OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subgrantee agrees to provide to the Bureau and OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the subgrantee agrees to abide by reasonable deadlines set

by the Bureau and OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subgrantee as a DOJ High Risk grantee; or termination of an award(s).

22. Use of program income

The subgrantee agrees that all income generated as a direct result of this award shall be deemed program income. Program income earned during the project period shall be utilized, in accordance with Federal awarding agency regulations or the terms and conditions of the award, in one or more of the ways:

- A. Added to funds committed to the project by the grant awarding agency and recipient and used to further eligible project or program objectives.
- B. Used to finance the non-Federal share of the project or program.
- C. Deducted from the total project or program allowable cost in determining the new allowable costs on which the Federal share of costs is based (when an agency authorizes the disposition of program income as in 1 or 2, program income in excess of any limits stipulated shall be used this way).

All program income must be reported on a monthly basis on the Request for Reimbursement forms.

23. Justice Sharing Information

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The subgrantee must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The subgrantee must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

24. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

25. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the subgrantee must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The subgrantee may not satisfy such a fine with federal funds.

26. Protection of human research subjects

The subgrantee must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

27. Confidentiality of data

The subgrantee must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

28. Law enforcement task force- required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

29. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

30. Compliance with National Environmental Policy Act and related statutes

Upon request, the subgrantee must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the Bureau or by a subgrantee.

Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the subgrantee agrees to contact the Bureau.

The subgrantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subgrantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

A. New construction;

B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- D. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subgrantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the subgrantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the subgrantee, upon specific request from the Bureau, agrees to cooperate with the Bureau in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

31. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

32. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the Bureau and the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

33. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from the Bureau in accordance with BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

34. Utilizing award funds for forensic genealogy testing

Subgrantees utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

35. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subgrantee uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subgrantee must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the subgrantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subgrantee compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

36. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

37. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If subgrantee uses funds under this award to purchase body armor, the subgrantee must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The Bureau must keep signed certifications on file for any subgrantees planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here:

<https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

38. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
39. The subgrantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
40. In accepting this award, the subgrantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the subgrantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Subgrantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
41. De-confliction
A subgrantee shall participate in the case and subject de-confliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).
42. All funds awarded under this Subgrant Agreement must be used in accordance with federal statutes, regulations, and the terms and conditions of the Federal award.
43. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Bureau determines that the subgrantee is a high-risk grantee.

SECTION NINE: SUBGRANTEE AUDIT REQUIREMENTS

The subgrantee agrees to comply with the 2 C.F.R. 200 Uniform Guidance Subpart F Audit Requirements.

1. The Bureau will review the most recent Audit report as a part of subgrantee monitoring; and
2. The Bureau may request that a Corrective Action Plan be submitted in response to audit findings and recommendations disclosed in the report which may impact the fiscal and/or programmatic management of this grant.

SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY

1. The subgrantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Sub-Agreement), which includes, but is not limited to, subgrantee's goals and objectives and detailed budget, without complying with the Bureau's amendment procedures provided in this Subgrant Agreement and upon the receipt of the Bureau's approval prior to any changes being made.
2. Amendments may be submitted by the subgrantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement;
 - a. Upon receipt of the extension request, the subgrantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Subgrant Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the NIJ.
3. The Bureau, by written notice to the subgrantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
4. The Bureau, by written notice, has the right to deny any amendment or budget modification request.
5. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect; and

SECTION ELEVEN: SUBGRANTEE REPRESENTATIVE

The grant representatives listed below are the Federal Awarding Agency, State Administering Agency, and subgrantee representatives' responsible for overall fiscal and programmatic supervision of the approved program.

FEDERAL AWARDING AGENCY

Office of Justice Programs	Elaine Smokes
807 7 th Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202)598-7139
Email: askOCR@usdoj.gov	Email: Elaine.smokes@ojp.usdoj.gov

STATE ADMINISTERING AGENCY

Department of Public Safety	Oliver Benavidez
4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	(505) 479-0507
	oliver.benavidez@dps.nm.gov

SUBGRANTEE REPRESENTATIVES

Louis Tavizon, Chief of Police	Traci Alvarez, Assistant City Manager
507 Mcadoo	505 Sims Street
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901
(575) 894-1204	(575) 952-0565
ltavizon@torcnm.org	talvarez@torcnm.org

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the subgrantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION THIRTEEN: WAIVER

The Bureau or subgrantee's failure to require strict performance of any provision of this Agreement shall not waive or diminish the right thereafter to demand strict compliance with that or any other provision. No waiver by either party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates 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 for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT

The subgrantee is responsible for any liability associated with the actions or omissions of it or its own employees, including violations of rights and privileges guaranteed under the Laws and Constitution of the United States and New Mexico. Any liability incurred in connection with this Subgrant Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30, as amended. No provision of this Subgrant Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Bureau or the Subgrantee arising from the performance of this Subgrant Agreement apart from that set forth in the New Mexico Tort Claims Act.

SECTION SIXTEEN: SEVERABILITY

If any term or condition of this Subgrant Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Instructions and forms necessary to carry out the administration of the grant as outlined in this Agreement are made available by the Bureau. Forms are incorporated into and made part of this Agreement upon completion.

SECTION EIGHTEEN: GRANT CLOSEOUT

1. The subgrantee will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed. This section specifies the actions the subgrantee must take to complete this process at the end of the period of performance.
 - A. The subgrantee must submit, no later than 30 calendar days after the end date of the grant period, all financial, performance, and other reports as required by the terms and conditions of the Federal award. DPS may approve extensions when requested by the Subgrantee, and its decision regarding approval will be determined on a case by case basis.
 - B. DPS will make prompt payments to the subgrantee for allowable reimbursable costs under the award being closed out.
 - C. The subgrantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
 - D. The Bureau will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION NINETEEN: STATUS OF SUBGRANTEE

The subgrantee and its agents and employees are not, by virtue of this Agreement, agents or employees of the Bureau, or the State of New Mexico. The subgrantee, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement.

SECTION TWENTY: ATTACHMENTS AND CERTIFICATIONS

1. Attachments listed below are incorporated into and made part of this Subgrant Agreement. The below listed certifications must be completed and returned to the Bureau along with this Agreement. They are incorporated and made part of this Subgrant Agreement upon execution.
 - A. Subgrantee's Application (Attachment A)
 - E. Certification of Compliance with Equal Employment Opportunity Plan ((EEO) Requirements (Certification 1)
 - F. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 2)
 - G. Privacy Certification (Certification 3)
 - H. Overtime Certification (Certification 4)

THEREFORE, the subgrantee and the Bureau do hereby execute this Subgrant Agreement as witnessed by the signatures below:

SUBGRANTEE:

By: _____

Date: _____

Signature of Certifying Official

Printed Name _____

Title _____

By: _____

Date: _____

Program Agency Director

Printed Name _____

Title _____

DEPARTMENT OF PUBLIC SAFETY:

By: _____

Date: _____

Signature of Cabinet Secretary/Awarding Official

Jason R. Bowie

Printed Name _____

Reviewed as to legal form and sufficiency, Office of Legal Affairs

By: _____

Date: _____

Chief Legal Counsel or designee

CLC Matthew Chavez or

Assistant General Counsel Joan M. Waters

Printed Name _____



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: G.5

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: August 16, 2023
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

Summary/Background:

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

Recommendation:

Approval Recommended by Finance Director

Attachments:

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

Fiscal Impact (Finance): Yes

As Per Total on Listing of Purchase Requisitions

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. 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 8-23-2023

PURCHASE REQUISITION APPROVAL

2023-24 Fiscal Year

COMMISSION MEETING 08/23/2023

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
90487	Steve Bell Construction	Move meter at VA center (reimbursed by VA)	Arnie Castaneda	Water	\$ 21,024.75	
90524	Wex Bank	Fuel for PD	Luis Tavizon	Police Dept	\$ 40,000.00	
90549	Full Send Linework, LLC	Pole Replacement	Bo Easley	Electric	\$ 57,075.34	
90550	Advanced Network Management, Inc.	Install cabling, hardware & camera's at Ralph Edwards	OJ Hechler	Parks	\$ 22,702.00	
					\$ 140,802.09	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Amanda Forrister, Mayor

Date



REQUISITION

Requisition #: 90487

Date: 08/07/2023

Vendor #: 5312

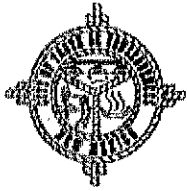
ISSUED TO: STEVE BELL CONSTRUCTION
P.O. BOX 813
ELEPHANT BUTTE, NM 87935

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 MOVE METER AT VA CENTER		0.00 506-4005-47415	21,024.75
PO Description: MOVE WATER METER AT VA CENTER Detailed Description: MOVE METER AT VA CENTER TO BE REIMBURSED BY STATE OF NM				

Authorized By: _____

SUBTOTAL:	19,400.00
TOTAL TAX:	1,624.75
SHIPPING:	0.00
TOTAL	21,024.75



REQUISITION

Requisition #: 90524

Date: 08/11/2023

Vendor #: 7389

ISSUED TO: WEX BANK
P.O. BOX 6293
CAROL STREAM, IL 60197-6293

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 WEX FUEL POLICE DEPT - FY 23-24 OPEN		0.00 101-1007-43316	40,000.00
PO Description: WEX FUEL POLICE DEPT - FY 23-24 OPEN Detailed Description: WEX FUEL POLICE DEPT - FY 23-24 OPEN PO				

Authorized By: _____

SUBTOTAL:	40,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	40,000.00



REQUISITION

Requisition #: 90549

Date: 08/15/2023

Vendor #: 8772

ISSUED TO: FULL SEND LINEWORK, LLC
104 HUMMINGBIRD PLACE
CLOVIS, NM 88101-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 POLE REPLACEMENT		0.00 503-3702-47415	57,075.34
PO Description: POLE REPLACEMENT- ELECTRIC Detailed Description: POLE REPLACEMENT- ELECTRIC				

Authorized By: _____

SUBTOTAL:	52,604.00
TOTAL TAX:	4,471.34
SHIPPING:	0.00
TOTAL	57,075.34



REQUISITION

Requisition #: 90550

Date: 08/15/2023

Vendor #: 8978

ISSUED TO: ADVANCED NETWORK MANAGEMENT
4001 JEFFERSON PLAZA NE
ALBUQUERQUE, NM 87109-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 SWITCH INSTALLATION & VERKADA CAM		0.00 101-1009-80810	22,466.25
2	0 SHIPPING		0.00 101-1009-80810	235.75

PO Description: SWITCH INSTALLATION & VERKADA CAMERAS

Detailed Description:

INSTALL CABLING, HARDWARE, AND CAMERAS, PUS 3 YEAR CAMERA LICENSE

PER ATTACHED QUOTE AND STATE OF NM GENERAL SERVICES DEPARTMENT PRICE AGREEMENT

STATEWIDE PRICE AGREEMENT # 00-00000-20-00093AB

Authorized By: _____

SUBTOTAL:	21,863.90
TOTAL TAX:	838.10
SHIPPING:	0.00
TOTAL	22,702.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: G.6

SUBJECT: Discussion/Action: Agreement with NMDOT for CDL Training and Testing Site

DEPARTMENT: Community Development

DATE SUBMITTED: August 17, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez – Assistant City Manager

Summary/Background:

NMDOT has been using a site at the T or C Municipal Airport for CDL Training and Testing. Staff wishes to continue to work with NMDOT and allow them the use of the site, therefore an updated agreement needs to be put in place.

Recommendation:

Approve Agreement

Attachments:

- 2008 Approval Letter
- Agreement between City of T or C and NMDOT
- Exhibit 1 – Site Location

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-23-2023



City of Truth or Consequences

505 Sims Street
Truth or Consequences, New Mexico 87901
(575) 894-6673 • FAX: (575) 894-7767

February 7, 2008

Frank Guzman, District Engineer
District one office
2912 East Pine
Deming NM 88030

Dear Mr. Guzman,

The City of Truth or Consequences would like to cooperate with the New Mexico Department of Transportation in its efforts to create a CDL training and testing site for NMDOT and other State employees. It is my understanding that your employees have identified an appropriate site at our Municipal Airport. The City is more than willing to assist NMDOT in your goal to train your staff at this location. The City will donate the use of the site. In exchange for the use of the site, it is our understanding that NMDOT will make improvements to the site including but not limited to creating a hard surface and stripping of the area that the City can also use in training its employees. The City would therefore like to request the Department's cooperation in the use of asphalt millings that are currently located in your Williamsburg Patrol Yard for use at the City's Airport for the CDL training and testing facility that NMDOT will construct.

I thank in advance for your cooperation on this matter and please feel free to contact me at 575-740-2275. Also, please coordinate the Airport work with Dan Dickson the Airport Manager; his number is 575-740-2124.

Sincerely,


Jaime Raul Aguilera
City Manager

C: Dan Dickson, Airport Manager
Don Armijo, Streets Director

August __, 2023

AGREEMENT

This Agreement is entered into by and between The **City of Truth or Consequences**, a Municipal corporation ("**City**"), and the **New Mexico Department of Transportation** ("**NMDOT**").

RECITALS

- A. The City owns and operates a municipal airport.
- B. NMDOT desires to use an area of the airport as a CDL Training and Testing Site for NMDOT and other state employees. The area to be used is described in **EXHIBIT 1** attached.
- C. NMDOT has already made improvements to the area that would allow for its training and testing.
- D. The parties have already been using the area as a training and testing site. The parties wish to memorialize the area use with the execution of this Agreement.

WHEREFORE, the parties agree as follows:

- 1. NMDOT may use the area described in Exhibit 1 attached as a training and testing site for NMDOT and other state employees.
- 2. NMDOT agrees to properly and regularly maintain the area described in Exhibit 1.
- 3. The parties agree to cooperate to schedule the testing and training such that it will not interfere with the City's use of the area described Exhibit 1 or otherwise interfere with the operations of the airport.
- 4. NMDOT and other state employees who are involved in the area testing and training shall have limited access to the airport pilot's lounge, subject to reasonable restrictions imposed by the City.
- 5. This Agreement shall commence September 1, 2023 and expire on August 31, 2024. Either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party. This Agreement will automatically renew for an additional year up to three (3) additional years, unless one party notifies the other of its intent to terminate.

City of Truth or Consequences

New Mexico Department of Transportation





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: G.7

SUBJECT: Agreement Between the City of Truth or Consequences and Civility Government Relations

DEPARTMENT: City Manager's Office

DATE SUBMITTED: August 16, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

The City submitted a request for quote to procure the services of a Lobbyist to assist in securing funding to address the infrastructure needs of the community. A committee including, Traci Alvarez, Mindee Holguin, and Angela Torres met to review and discuss all quotes. The committee's recommendation is to award Civility Government Relations the agreement..

Recommendation:

Approve recommendation.

Attachments:

- Corresponding documents
- -

Fiscal Impact (Finance): Yes

\$30,000.00 plus GRT

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.](#)

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File Name: CC agendas 8-23-2023

*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Angie Gonzales
City Manager*

LOBBY SERVICES REQUEST FOR QUOTE

The City of Truth or Consequences is looking to procure the services of a Lobbyist to assist the City to secure funding to address the infrastructure needs of the community. We are asking for representation at various state level budget meetings for the infrastructure funding requests of the City. Truth or Consequences has shovel ready projects and will utilize funding appropriated in a timely manner.

In accordance with the Truth or Consequences Procurement Policy all professional services not exceeding sixty thousand (\$60,000), not including tax and/or shipping and handling, no fewer than three (3) businesses shall be solicited via written requests containing the specifications for the procurement to submit written quotations that are recorded and placed in the procurement file and attached to the purchase requisition and purchase order.

The following information is requested for this quote:

- Registration with the Secretary of State in accordance with the Lobbyist Regulation Act
- Annual fee along with scope of work to start a contract on September 1, 2023 through June 30, 2024 with renewal for the new fiscal year.
- Deadline August 10, 2023.

I have enclosed a project status report for your review and information as you see what funding we have secured and what we have applied for. I look forward to working closely with the firm or individual that the procurement committee feels will work with our administrative staff for the good of the needs of Truth or Consequences NM.

Sincerely,

Angie Gonzales
City Manager
City of Truth or Consequences

Gonzales, Angela

From: Kathy Elliott <kathy@elliottmkg.com>
Sent: Thursday, August 10, 2023 4:15 PM
To: Gonzales, Angela
Cc: Clint harden (charden10@me.com)
Subject: Request for Quote for lobbying services
Attachments: Truth or Consequences proposal.docx

Hello Angie,

Please see the attached quote for lobbying services. Thank you for your consideration.

Sincerely,

Yours,

Kathy Elliott
Civility Government Relations
575-760-6257



**Request for Quote
Aug 10, 2023**

This proposal is in response to the request for a quote by the City of Truth or Consequences, (T or C) for lobbying services for the time frame of Sept 1, 2023 – June 30, 2024.

Civility Government Relations, formerly Clinton D. Harden and Associates, is a partnership between Former Senator Clint Harden and Kathy Elliott.

In general, our approach to government relations has always been to act with respect for one another, no matter what their party or their position. We've taken that one step farther and chosen to commit that same principle to our business name.

We like to represent rural clients because we are rural ourselves. We really feel that is a benefit for everyone.

Together, we have teamed up and represented NM counties, municipalities, community colleges, and a state rural water organization. Over the past 8 years, we have successfully lobbied our state legislators for over 60 million of dollars of capital for infrastructure projects and have worked closely with NM Rural Water to ensure the legislation for the Regionalization Water Authority Act was sound.

Individually, Senator Harden has decades of experience in our state's capital. He was Labor Secretary under Governor Johnson, and later a Senator under Governors Richardson and Martinez. He also has 10 years of experience when he served on the NM Finance Oversight Committee.

Kathy has been an expert witness in Senate Judiciary Committee and on the NM House floor to support her client's legislation. She has assisted Legislative Council service on drafting client legislation and has submitted and tracked capital outlay requests for each of their clients.

Today, we are responding to your request using the following scope of work:

Scope of Work:

1. Represent T or C's interests from September 1, 2023 – June 30, 2024 including the regular session of the 2024 NM State Legislature, any special sessions and applicable Interim Committees concerning funding for infrastructure for the city.
2. Design and implement a campaign directed towards key state legislators, administration leadership and staff on important issues facing T or C.
3. Design and implement an aggressive funding request campaign to acquire appropriations as approved by T or C for substantial infrastructure improvements including landfill, water and wastewater, and roads.
4. Represent T or C at public hearings, committee meetings and/or meetings with government officials; present and defend T or C proposed projects, scopes of work, and budgets.
5. Regularly consult with the city manager either via phone or online via Zoom for monthly meetings. Any action directed by the city's manager shall be deemed authorized by the City of Truth or Consequences.
6. Provide quarterly updates to the commission, either in-person or electronically, to establish any new goals and obtain input from leadership.

Proposed Compensation:

Total contract from Sept 1, 2023 – June 30, 2024 \$30,000 + GRT
(Monthly installments will be billed at \$3000 + GRT if accepted)

Thank you for your consideration,

Kathy Elliott
Civility Government Relations
575-760-6257

Civility Profiles:

Clint Harden

Experienced Lead Consultant with a demonstrated history of working in the government relations industry.

Skilled in Crisis Management, Public Affairs, Political Communication, Negotiation, and Nonprofit Organizations.

Strong consulting professional with a Master of Business Administration (MBA) focused in Master business administration from Eastern New Mexico University.

Kathy Elliott

Over 32 years in the public relations industry featuring government relations.

Experienced in all levels of communication, including press releases, debate, and speech writing.

Successful in political consulting for elected officials.

Knowledgeable in grant writing process.

B.A in Communications/mass media at State University of NY

Current Civility Client List:

Town of Clayton NM	Ferron Lucero, Town manager
Union County, NM	Brandy Thompson, County manager
City of Tucumcari	Paula Chacon, City manager
Mesalands Community College	Phil Bidegan, Board of Directors
NM Rural Water	Bill Conner, Director



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: G.8

SUBJECT: TDS Easement Agreement
DEPARTMENT: City Manager's Office
DATE SUBMITTED: August 18, 2023
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

TDS currently has an existing utility easement on parcel 3022077503362 with TDS that expires February of 2024. The City would like to enter into agreement to continue the use of this utility easement.

Recommendation:

Approve

Attachments:

- Easement Agreement
- -

Fiscal Impact (Finance): Yes

\$2,500.00

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 8-23-23

DOCUMENT NO.

EASEMENT

This Easement is made as of the last signature date below by **City of Truth or Consequences ("Grantor")**.

Grantor is the owner of the real property located in Truth or Consequences, New Mexico 87901, identified as Parcel Identification Number 3022077503362 (the "**Parcel**").

Grantee wishes to acquire limited rights to access and use a portion of the Parcel measuring approximately ten feet (10') wide and is more particularly described in the attached Exhibit A (the "**Easement Area**").

NOW, THEREFORE, for valuable consideration of two thousand and five hundred dollars (\$2,500.00) and other good and valuable consideration, Grantor does hereby give, grant and convey to TDS Broadband Service LLC and its successors and assigns (collectively, "**Grantee**"), a perpetual easement upon, in, under, over, across, and along the Parcel to the extent outlined below (the "**Easement**");

RETURN TO:

Attn: Cheyenne Leonard
Route Acquisition
TDS Telecom
525 Junction Road
Madison WI 53717

Parcel ID #: 3022077503362

1. Grantee may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, poles, pedestals, overhead and underground cables, wires, ducts, conduits, and other equipment and accessories pertaining to the operation of Grantee's telecommunications systems (collectively, the "**Facilities**") upon, in, under, over, across, and along the Easement Area.
2. Grantee will have the right of ingress to and egress from the Easement Area via the Parcel.
3. Grantee may cut down and control the future growth of trees, brush and other vegetation in the Easement Area which may, in Grantee's sole but reasonable judgment, interfere with Grantee's use of the Easement.
4. Grantee will repair any physical damage to the Parcel caused by Grantee's use of the Easement; alternatively, in Grantee's sole discretion, Grantee may compensate Grantor for the reasonable value of such damage.
5. Grantor may not engage in any activity that interferes with or unduly inconveniences Grantee's full use and enjoyment of the Easement; otherwise, Grantor may use any portion of the Parcel, inside or outside the Easement Area, in any reasonable manner.
6. Any Facilities installed within the Easement Area at Grantee's expense shall remain Grantee's property, removable at Grantee's option.
7. Grantor covenants that they are the sole owners of the Parcel and the Parcel is free and clear of any encumbrances and liens that may interfere with the rights conveyed to Grantee herein.

8. Grantor's and Grantee's obligations under this Easement shall be binding upon their respective successors and assigns.

TDS TELECOM USE ONLY

Company No. 0951

Easement No.

Exchange No. 1605

WBS Element: TEX-131605CBL

DATED: _____

Signature

Print Name

STATE OF _____)
COUNTY OF _____) SS.

On this day, _____, personally appeared before me, the undersigned, a Notary Public in and for the above-referenced state, proved to me through presentation of a government-issued identification card to be the person(s) whose name(s) is/are subscribed to the foregoing Easement and acknowledged to me that (s)he/they executed the same for the purposes and consideration expressed therein. Given under my hand and seal of office this ____ day of _____, 20____.

Signature of Notary

SEAL

Printed Name of Notary

Notary Public, _____ County, State of _____

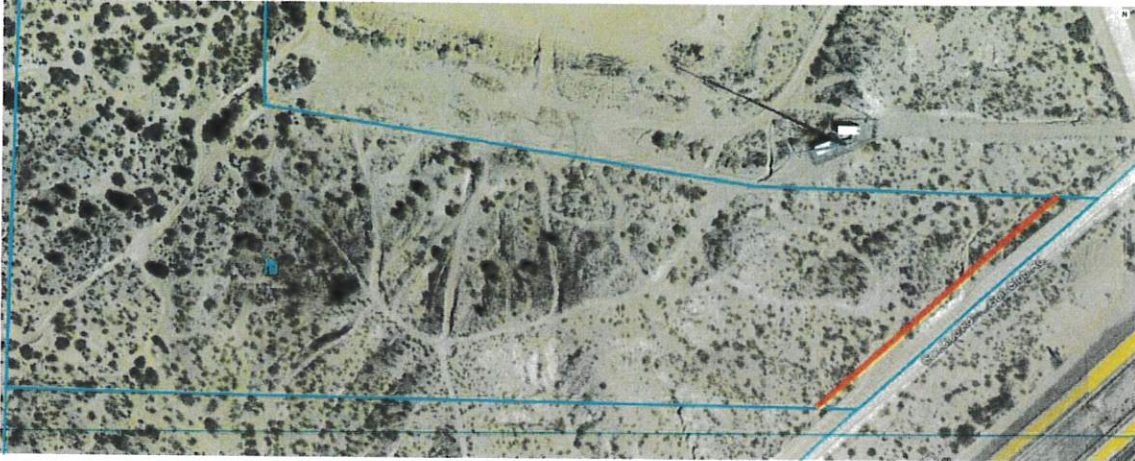
My Commission Expires: _____ [DATE]

The instrument was drafted by: TDS Telecommunications LLC
Insertions by: Elena Villarreal

EXHIBIT A
Description of Easement Area

A ten foot (10') wide easement being five feet (5') wide on each side of the cable, anchor and guy as installed, situated in the Southeast portion of land situated within the Section 28, Township 13 South, Range 4 West, NMPM, Sierra County New Mexico, and being more particular described as follows: Tract Three: Beginning at the NORTHWEST CORNER of the tract herein described, BEING the west one-quarter of said Section 28 and is more particularly described in the WARRANTY DEED recorded in the Office of the County Clerk of Sierra County, State of New Mexico, on March 3, 2021, Reception No. 202100583, Book 134, Page 4763.

EXHIBIT A Cont.
Sketch or Drawing of Easement Tract





City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 23, 2023

Agenda Item #: G.9

SUBJECT: Approve the recommendation to re-appoint David Senn to the Airport Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: August 16, 2023

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

David Senn is a current member of Airport Advisory Board. On August 8th the board made a recommendation to re-appoint Mr. Senn to serve another term on the board.

Recommendation:

Approval of the Airport Advisory Board's recommendation.

Attachments:

- Board Member Application
- -

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-23-2023



City of Truth or Consequences

City Boards Application

Name: DAVID SENN Address: P.O. Box 629 ELREPHAT BUTTE NM 87935
Phone: (575) 740-0334 Email: DAVID SENN 75 @ GMAIL - COM

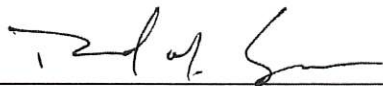
I am interested in serving as a member of one the following Boards:

- ☒ Airport Advisory Board ☐ Public Arts Advisory Board ☐ Golf Course Advisory Board
☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Recreation Advisory Board
☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission ☐ Impact Fee Board
☐ Other: _____

My qualifications are:

ACTIVE PILOT
AIRCRAFT OWNER - HANGARED AT KTCS
ON THIS BOARD OVER 30 YRS
KEEP AIRPORT PROGRESSING

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature:  Date: 5/16/2023