



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.12

SUBJECT: Review, Approve and/or Allocate Funds for MainStreet – Application for Truth or Consequences Annual Fiesta

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 9, 2024

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of MainStreet application for the Truth or Consequences Annual Fiesta.

Recommendation:

The applicant requested \$55,000.00 and the Lodgers Tax Advisory Board recommended funding in the amount of \$51,264.74.

Attachments:

- MainStreet Application
- MainStreet Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$51,264.74

Legal Review (City Attorney): Yes

Approved for Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 12-18-24



2024-2025 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	MainStreet Truth or Consequences and Fiesta TorC
Project/Event Name	Truth or Consequences Annual Fiesta (75 YEARS)
Event Date(s) and Location (if applicable)	May 2/3/4 downtown TorC/REP
Event Organizer & Title within Organization (if applicable)	Destiny Mitchell Fiesta Coordinator Becca Eza MainStreet Executive Director
Phone Number of Organizer	Destiny Mitchell 575-740-7542 Becca Eza 828-980-8229
Email of Organizer	destinydawn14@hotmail.com director@torcmainstreet.org
Organization Address	TorC Chamber of Commerce 207 South Foch
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	575-740-7542 575-894-3536

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

Amount Requested: (Must match application page 4)	\$55,000
Anticipated Attendance (not including volunteers/staff):	5,000+

PART 3: CRITERIA

- I. Was this project/event funded in 2023-2024? Circle one: **YES**
- II. How many times has your event occurred? List previous events years. If new, indicate "new": 75 years of Truth or Consequences Fiesta!!!

- III. Define/Describe the overall project/event (what is happening at the event?):
- A. The Truth or Consequences Fiesta has long been a celebration that invites both locals and out-of-town visitors to experience the vibrant history and charm of our beloved town. The 75th year of the Fiesta offers a special opportunity for the town to promote itself to the wider world while strengthening community bonds and recognizing the people who have shaped its character over the years.
 - B. Key events include the parade, live music performances, food and craft vendors, Mr Fiesta and Mrs Fiesta competitions, a historical walk, children's activities including a fishing derby and a skateboard competition, sports and cornhole tournaments, and more!
 - C. Innovations for this year include: A special parade invitation to Mrs. Fiesta winners and competitors from years' past, a special screening of *Eddington* (schedule allowing), local celebrity events, and more and better music than ever before!
- IV. Who is your target audience for your project/event and advertising (who do you want to attend?)
- A. For locals, the Fiesta is more than just an event; it's a meaningful celebration of our shared history and a tribute to the community that has grown around this unique town. It's a time to come together, share stories, and honor the legacies and friendships that define Truth or Consequences. This means bringing together everyone in our community, from kids to seniors and veterans.
 - B. Historically, the Fiesta was a major attraction, drawing people from all over the country to witness the name-change festivities and enjoy the warm mineral springs, local arts, and small-town spirit that have come to define Truth or Consequences. This year's Fiesta is a chance to rekindle that broad interest, reminding tourists of the area's enduring appeal and encouraging them to reconnect with us or visit for the first time!
- V. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?
- A. Specifically larger communities, Albq, El Paso, Las Cruces, Santa Fe, Phoenix/Tucson/Kingman, Colorado, Louisiana. We also had people and vendors who came from all of these places last year.
 - B. This year, we will be collaborating with local Airbnbs and motels to offer special Fiesta Packages and incentives for visitors, showcasing our many unique and charming accommodations. By promoting the Truth or Consequences Fiesta as a complete vacation experience, we'll reach out beyond Sierra County, encouraging tourists to enjoy everything the area has to offer—from festive events and attractions to comfortable, distinctive places to stay.
 - C. We will also have a new emphasis on promotion through radio. This includes radio ads on commercial radio, and also seeking coverage from NM's public radio stations (KANW, KUNM, KCIE, KGLP, KRWG-FM). Afterall — our town was named after a radio show, and we hope to leverage this fact with them.
- VI. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

- A. We plan on advertising in several newspapers statewide as we have in years past ~50% basically newspapers, and tourism related information destinations. We are focusing primarily on digital media but we do expect to have printed welcome information distributed across the state and SW. Our media coordinator is working on those.
- VII. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:
 - A. We have been able to show participation in our event and the successes by tracking information at our Fiesta merchandise booth, and utilizing traffic from the Visitors Center and Chamber of Commerce. We also have analytics on website and other social media traffic, as well as an increase in GRT and hotel bookings for a relatively slow month in downtown TorC.
 - B. We anticipate being able to prove our success by increased hotel stays, attendance, and first time attendees, as well as data from parade entries, vendor lists, and tournament participants which will indicate how many people attended and where they were from for the Fiesta Sponsored events. Geronimo Trails Scenic Byways and Visitor Center along with the Geronimo Springs Museum will allow us to log and track our attendees. We will also have reports out on social media check ins, hits, shares, and hashtags.
 - C. This year, we are investing in unique ways to promote Fiesta outside of the county, including a postcard campaign, antenna flags, and poster/rack card distribution through New Mexico True and along Historic Route 66. These will be distributed by our wonderful volunteers.
 - D. We will also request a table at the very popular Las Cruces Saturday Market (free for nonprofits) where we will distribute materials.
- VIII. How many Facebook followers do you have for this event page or organization page (for a project)?
 - A. Please see attached documentation.
- IX. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate ad revenue will be generated?
 - A. We have approximately \$7,500 worth of stage/banner advertising space that we plan on selling. We do not intend to generate revenue on sold advertisements, but more on donations, sponsorships and lodgers tax.
- X. If you are asking for funding for an existing website, be sure to attach analytics from the previous year.
 - A. Please see attached.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to the City Commission.

PART 5: FINANCIAL DISCLOSURE CHECKLIST

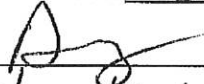
As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- IRS and Secretary of State proof of Good Standing
- Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Destiny Mitchell Fiesta Coordinator

Signature: 

Date: 11/4/24

FY25 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: November 12, 2024

Applicant: MainStreet Truth or Consequences

Project(s) Applied For:

1) Truth or Consequences Annual Fiesta

Amount Requested: \$64,264.74 **Amount Approved:** \$51,264.74

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: LTAB approved expenses that they believed would be most likely to put "heads in beds".

Scope of Work may be found on the following spreadsheet

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and MAINSTREET (“Truth or Consequences Annual Fiesta) herein referred to as “Contractor”.

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

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

1. **The City shall** provide up to the sum of \$51,264.74 to the Contractor for a one (1) year period commencing on December 18, 2024 and continuing through June 30, 2025.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Clerk's Office no later than the last business day of **May 2025**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
 6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
 7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
 8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
 9. **Personnel:**
 - a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
 10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

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

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

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

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

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

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

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Angie Gonzales, City Manager

Date

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

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

Please initial each requirement:

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

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

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

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

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

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

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

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

Dated this _____ day of _____, 2024

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative