

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
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 28, 2024; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Cantrell Dam Design and Estimated Cost Estimates. Stephen Ingles-Garcia/Glen Selover, Wilson & Co.
2. Update Commission on Airport Terminal Apron Project and Funding. Cheryl Rodriguez, Project Manager, Delta Airport Consultants, Inc.
3. Progress of the Louis Armijo Sports Complex Master Plan to date. OJ Hechler, Community Services Director

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

1. City Manager
 - a. PD Update. Chief of Police Tavizon
 - b. Streets Update. Buster Smith, Streets Manager
2. City Commission
3. City Attorney

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 13 24/25 approving submission of an application for financial assistance to Water Trust Board for Cantrell Dam Breach and Watershed Drainage Improvements Project. Assistant City Manager Alvarez
2. Discussion/Action: Publication of Ordinance No. 766 Amending the City of Truth or Consequences Municipal Code of Ordinances, Amending Chapter 11 Pertaining to Solid Waste. Assistant City Manager Alvarez

G. NEW BUSINESS

1. Discussion/Action: Civility Legislative Actions for 2024/2025. Kathy Elliot, Civility Government Relations
2. Discussion/Action: Multi Animal Special Use Permit 1501 N. Ash. Assistant City Manager Alvarez
3. Discussion/Action: Charging & Fueling Infrastructure Grant Application. Bo Easley, Electric Division Director
4. Discussion/Action: ITB 23-24-010 Recommendation to Award a Construction Contract to Morrow Enterprises, Inc. in the amount of \$1,840,000.00 (excluding NM Gross Receipts Tax) and Authorize the City Manager to sign said contract for the Construct Terminal Apron Project at the Truth or Consequences Municipal Airport. Cheryl Rodriguez, Project Manager, Delta Airport Consultants, Inc.
5. Discussion/Action: Approval of FY25 Clean and Beautiful Draft Grant Agreement for staff or mayor to execute. OJ Hechler, Community Services Director
6. Discussion/Action: Donation of 10,000 Gallon Fuel Tank to Sierra County for Monticello Fire Dept. Assistant City Manager Alvarez
7. Discussion/Action: Review/Accept offers to Purchase Reed Rocket Sculpture. Assistant City Manager Alvarez
8. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Jocelyn Holguin, Finance Director

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 11, 2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: C.1

SUBJECT: Update/Presentation – Cantrell Dam Design and Estimated Cost Estimates

DEPARTMENT: Community Development

DATE SUBMITTED: August 21, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Stephen Ingles-Garcia/Glen Selover – Wilson & Co

Summary/Background:

The Study Phase consisted of a study of the contributing watershed to Cantrell Dam, inundation limits of downstream properties, and proposed improvement options for future phases. The study recommended a breach of Cantrell Dam due to a lack of design documentation regarding who, when, and how the dam was built. A recent storm event in 2020 caused the existing outfall pipes to clog and the primary spillway to overtop. The dam breach recommendation was accepted by the City Commission on April 12, 2023.

Wilson & Co. will update the Commission on the design phase that includes Pond inflow erosion control and structural details, Pond outfall storm drain, Johnson Road channel improvement, Dam Breach structural details

Recommendation:

Update only

Attachments:

-
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-28-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: C.2

SUBJECT: Update/Presentation – Update Commission on Airport Terminal Apron Project and Funding

DEPARTMENT: Community Development

DATE SUBMITTED: August 21, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Cheryl Rodriguez, Project Manager, Delta Airport Consultants, Inc.

Summary/Background:

Update the Commission on Final Project Scope and FAA/State Funding Appropriations.

Recommendation:

No Action – Update Only

Attachments:

-
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-28-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: C.3

SUBJECT: Presentation/Update: Progress of the Louis Armijo Sports Complex Master Plan to date.

DEPARTMENT: Parks

DATE SUBMITTED: August 22, 2024

SUBMITTED BY: O.J. Hechler

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

Summary/Background: This City was awarded a grant to plan and design the Louis Armijo Sports Complex. There has been one public input meeting to date. This is an update to the Commission of the progress so far and to gather feedback and answer questions. There will be one more public input meeting following this update, and then this plan will go back to Commission for final approval.

Recommendation:

Presentation and discussion only

Attachments:

- Louis Armijo Sports Complex Master Plan – Option 1 (rough draft only)
- Louis Armijo Sports Complex Master Plan – Option 2 (rough draft only)

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 8-28-24

LOUIS ARMIJO SPORTS COMPLEX CONCEPTUAL MASTER PLAN

OPTION 1

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

AUGUST, 2024



Project Funded by: Recreation Centers & Quality of Life Grant



TRUTH OR
CONSEQUENCES



SITES
SOUTHWEST

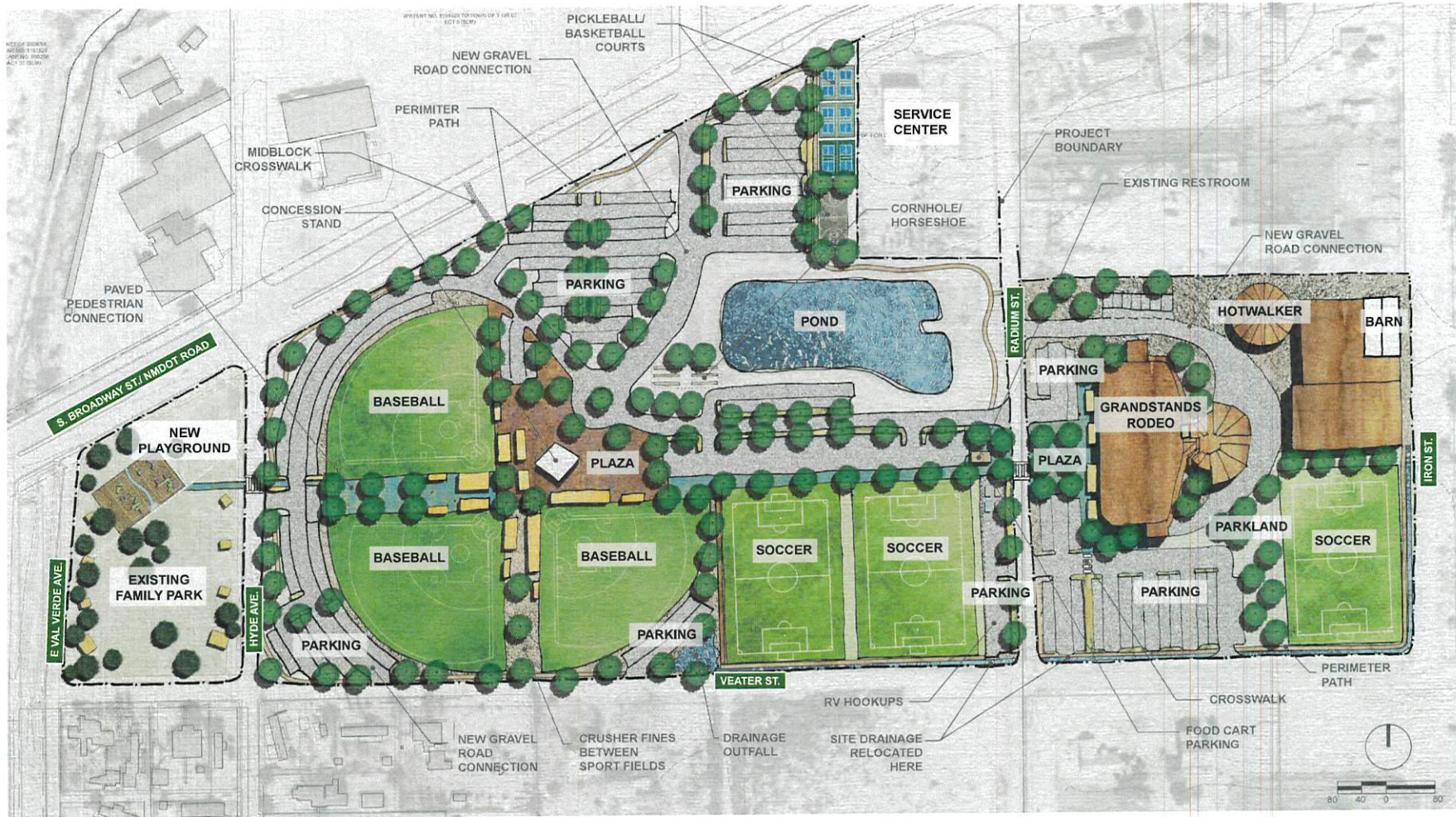
1700-B CENTRAL AVE S.W.
ALBUQUERQUE, NM 87104
PHONE: 505-822-8200
FAX: 505-822-8282
E-MAIL: mail@sites-sw.com
WEB: www.sites-sw.com

LOUIS ARMIJO SPORTS COMPLEX CONCEPTUAL MASTER PLAN

OPTION 2

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

AUGUST, 2024



Project Funded by: Recreation Centers & Quality of Life Grant



TRUTH OR
CONSEQUENCES



SITES
SOUTHWEST

1700-B CENTRAL AVE. S.W.
ALBUQUERQUE, NM 87104
PHONE: 505-822-8200
FAX: 505-822-8282
E-MAIL: mail@sites-sw.com
WEB: www.sites-sw.com



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: F.1

SUBJECT: Discussion/Action – Resolution 13 24/25 approving submission of an application for financial assistance to Water Trust Board for Cantrell Dam Breach and Watershed Drainage Improvements Project

DEPARTMENT: Community Development

DATE SUBMITTED: August 21, 2024

SUBMITTED BY: Traci Alvarez Cc

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Presentation from Wilson and Co. will update Commission on design and cost estimates for the project. The financial assistance requested is in the amount of \$8,100,000 grant with a 10% local match in the amount of \$810,000 in support of the application. The local match will be budgeted from Streets Dept. Funds. Letters of award will be presented to the Commission with a resolution to accept the award. Final Grant agreement will be presented to Commission for acceptance and approval.

Recommendation:

Approve Resolution 13 24/25

Attachments:

- Resolution 13 24/25
-

Fiscal Impact (Finance): Yes

\$8,100,000 grant with a 10% local match in the amount of \$810,000

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 8-28-24



RESOLUTION NO. 13 24/25

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 CONSTRUCTION SERVICES FOR THE CANTRELL DAM BREACH & WATERSHED DRAINAGE IMPROVEMENTS 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 construction services for the Cantrell Dam Breach & Watershed Drainage Improvement 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 2025 Water Project Fund funding cycle is hereby authorized. The project type falls under Flood Prevention and proposes to construct a dam breach due to the concern about the failure of the existing Cantrell dam and construct a new detention pond, new pond outfall system, and improvements to the existing flood conveyance network. These improvements will provide additional flood protection and conveyance improvements and eliminate the possibility of dam failure of the existing Cantrell Dam in order to improve flood control within the Cantrall Dam watershed in the City of Truth or Consequences, NM. The financial assistance requested is in the amount of \$8,100,000. The City of Truth or Consequences hereby pledges a 10% local match in the amount of \$810,000 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 28th day of August 2024.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: F.2

SUBJECT: Discussion/Action – Publication of Ordinance 766 Amending the City of Truth or Consequences Municipal Code of Ordinances, Amending Chapter 11 Pertaining to Solid Waste

DEPARTMENT: Community Development

DATE SUBMITTED: August 22, 2024

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

Ordinance 766 was previously presented to the Commission. The Commission requested additional changes. Revised ordinance is being presented for review and request to publish.

Recommendation:

Approve publication Ord. 766

Attachments:

- Ordinance 766
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): Yes

Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.

Continued To: Click here to enter a date. Referred To: Click here to enter text.

☐ Approved ☐ Denied ☐ Other: Click here to enter text.

File Name: CC agendas 8-28-24

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 766

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, AMENDING CHAPTER 11 PERTAINING TO SOLID WASTE

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

Section one. That Chapter 11 of the Code of Ordinances of the City of Truth or Consequences be amended so that such Chapter shall read as follows:

CHAPTER 11 ~~SOLID WASTE MANAGEMENT~~ RECYCLING & WASTE COLLECTION CENTER

ARTICLE I. IN GENERAL

Sec. 11-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means and includes the City, its duly authorized agents, contractors, servants, employees, or licensees.

Refuse means any garbage, rejected or waste food, offal, swill, carrion, ashes, dirt, slop, wastepaper, trash, rubbish, waste, or unwholesome material excepting, however, recognizable industrial byproducts.

(Code 1962, § 8-3-1)

Sec. 11-2. Police power exercised.

This chapter shall be deemed an exercise of the police power of the City acting in its governmental capacity for the protection and preservation of health, welfare, safety, and cleanliness; and all of its provisions shall be liberally construed for the accomplishment of that purpose. All persons having City water or electric connection shall also be liable for garbage collection fees, if garbage collection is available.

(Code 1962, § 8-3-2)

Sec. 11-3. City to haul refuse.

The City shall have the exclusive right to gather and collect refuse, and it shall be unlawful for any person, except as otherwise provided in this chapter, to collect or gather refuse.

(Code 1962, § 8-3-3)

Sec. 11-4. Permit **Business License—Required.**

It shall be unlawful for ~~any person~~ business other than the City to collect or convey through, over, or under any street or alley any refuse, for persons other than themselves, without first securing a permit **business license** from the City. The City Commission shall set the permit **license** fee by Resolution.

(Code 1962, § 8-3-4; Ord. No. 593, § 1, 10-14-08)

Sec. 11-5. Same—Revocation.

Any person hauling refuse under a permit **business license** issued by the City shall dispose of such refuse in a safe and sanitary manner and shall obey the ordinances of the City and the laws of the State of New Mexico as well as the rules and regulations of the Governing Body of the City with regard to the storage and disposal of refuse. Failure to obey the noted ordinances, laws, or rules and regulations shall be grounds for revocation of the permit **business license** issued by the City.

(Code 1962, § 8-3-5)

Sec. 11-6. Containers—Requirements.

- (a) It shall be unlawful for any owner or occupant of any public or private premises to permit the accumulation upon such premises of any refuse except in covered containers approved by the City. ~~Such containers shall be constructed of metal in such a manner as to be strong, not easily corrodible, rodentproof, with two handles, a capacity of not more than 30 gallons, and with tight covers.~~ These containers shall be maintained in a sanitary condition at all times and shall be kept on a rack or in some location which will prevent the containers from being overturned by animals. City-furnished containers must be used where available and as designated by the City.
- ~~(b) At those locations where the City furnishes a container, the City-owned containers shall be the only ones used. No rocks, bricks, metal, except food and beverage containers, or other items of like consistency shall be deposited in the City-owned containers. A cleaning fee may be imposed if loose wet refuse is deposited in a City-owned container.~~
- (b) The City-owned containers shall be the only containers used. Construction demolition material, including scrap metal, rocks, bricks, **large organic yard debris**, household furnishings, or large utility appliances, hazardous waste, special waste, burn barrels, ash waste, medical or infectious waste, sludge waste or livestock manure, dead animals, or mortality waste, asbestos pipes, or residues, automotive fluids, are NOT allowed in or around residential or commercial solid waste containers. Only regular household/business **refuse** and **small organic yard debris bagged-garbage** shall be deposited in the City-owned containers. **All allowable refuse placed in containers must be bagged.** A cleaning fee may be imposed if loose wet refuse is deposited in a city-owned container.**
- (c) All container lids will need to be closed. No items, bagged, bundled, or otherwise may be placed for pick up outside of the container.**

(Code 1962, § 8-3-6)

Sec. 11-7. Same—City handling; scavengers prohibited; penalty.

- (a) It shall be unlawful for any person other than the City to interfere in any manner with any receptacle intended for the purpose of receiving and holding refuse, to remove any such receptacle, or to remove anything from any such receptacle unless such item was deposited there accidentally by the person removing the item. Scavenger activities are prohibited, and in addition, it shall be unlawful for any person to climb into, disturb, or enter any such containers furnished by the City, except insofar as necessary to deposit refuse therein.
- (b) Any person who violates any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as follows:
 - (1) First offense \$25.00
 - (2) Second offense \$100.00
 - (3) Third and subsequent offenses \$200.00

Scavenger activities, including poking and hunting through refuse previously deposited in City-owned containers, shall be considered a separate offense for each such container so disturbed.

- (c) In addition to the foregoing misdemeanor fines, the City may collect a civil penalty for cleaning each garbage container disturbed by scavengers.

(Code 1962, § 8-3-7)

Sec. 11-8. Governing Body to make rules and regulations.

The Governing Body of the City shall have the power to make rules and regulations for the storage and disposal of refuse to effectuate and facilitate the provisions of this chapter.

(Code 1962, § 8-3-8)

Sec. 11-9. Accumulation of refuse prohibited.

It shall be unlawful for any person to deposit, collect, or accumulate or permit the deposit, collection, or accumulation of any refuse within the City.

(Code 1962, § 8-3-9)

Sec. 11-10. Collection fees.

Collection fees shall be set by the City Commission

~~The monthly fees shall be as follows:~~

- ~~(1) Residences: \$22.37~~
- ~~(2) Commercial establishments:~~

a.	Class I. Lodges (fraternal) without bars, churches, beauty shops, barber shops, T.V. shops, rock shops, jewelry stores, accounting, legal, medical, real estate, insurance, dental offices and miscellaneous small shops. Motels, hotels, and apartments with fewer than ten units and RV Parks with fewer than ten spaces.	\$44.85
b.	Class II. Lodges (fraternal) without bars, package stores without bars, service stations, garages, small grocery stores, body shops, small cafes, laundries, florists and small merchandising businesses. Motels, hotels, and apartments with ten to 20 units and RV Parks with ten to 20 spaces.	\$71.47
c.	Class III. Bars and package stores in conjunction with bars, medium sized store buildings, medium sized restaurants and cafes and governmental offices. Motels, hotels, and apartments with 21 to 30 units and RV Parks with 21 to 30 spaces.	\$104.69
d.	Class IV. Department stores, drug stores and banks. Motels, hotels, and apartments with 31 to 40 units and RV Parks with 31 to 40 spaces.	\$140.20
e.	Class V. Large restaurants, large grocery stores, hospitals, trailer parks. Motels, hotels, and apartments with more than 40 units and RV Parks with more than 40 spaces.	\$403.70

(3) *Reserved.*

(4) *Reserved.*

(Code 1962, § 8-3-11; Ord. No. 405, 2-8-93; Ord. No. 411, 1-10-94; Ord. No. 454, § 1, 3-23-98; Ord. No. 477, § 1, 7-24-00; Ord. No. 495, § 1, 7-9-01; Ord. No. 503, § 1, 11-26-01; Ord. No. 510, § 1, 3-11-02; Ord. No. 519, § 1, 6-10-02; Ord. No. 522, § 1, 11-12-02; Ord. No. 544, 7-25-05; Ord. No. 547, 10-24-05; Ord. No. 630, § 1, 11-13-12; Ord. No. 647, § 1, 11-12-13)

Editor's note(s)—Ord. No. 630, § 1, adopted Nov. 13, 2012, changed the title of § 11-10 from "Collection fees generally" to "Collection fees."

Sec. 11-11. Payment; when due.

All collection fees shall be payable at the utility offices of the City of Truth or Consequences on a monthly basis. All fees assessed for collection shall become delinquent 90 days after the due date. The City Clerk shall, at the end of each quarter of the year, prepare an assessment roll in accordance with state law.

(Code 1962, § 8-3-12)

Sec. 11-12. Delinquency; lien, generally; business establishments.

- (a) On or before October 1 of each year, the Municipal Clerk shall certify to the Governing Body a list containing any delinquent assessments with a penalty added for nonpayment of the assessment at the rate of one percent per month of any assessment confirmed by resolution and describe the parcel of real estate to which the assessment is applicable. After the certified list is accepted by the Governing Body, the assessment shall be a lien, when processed, against the parcel of real estate and shall be processed as provided in state law. Any such lien shall be a lien superior to all other liens except general property taxes upon the property so charged and a personal liability of the owner of the property so charged. The notice of lien shall comply with the requirements of the New Mexico Municipal Code and shall bear interest at the rate of eight percent per annum from the date of assessment. The lien may be foreclosed as provided by law.
- (b) A penalty of one percent per month shall be charged in all cases where payment is not made when delinquent.
- (c) For purposes of this section, "business establishment" shall mean each location at which business is conducted by an individual, associate, or corporate entity and each business at a common location which is separately conducted from other business at such common location.

(Code 1962, § 8-3-13)

Sec. 11-13. Charge for release of lien.

There shall be collected by the City Clerk the sum of \$5.00 for the release of any lien for delinquent garbage fees in addition to the delinquent garbage fees plus penalty and interest. This charge shall be collected, whether release is sought prior to or after the commencement of foreclosure proceedings, to enforce the lien for delinquent garbage assessments.

(Code 1962, § 8-3-14)

Sec. 11-14. Residential/commercial poly-carts and dumpsters.

Garbage and refuse containers (poly-carts/dumpsters) shall be provided by the City to applicable account holders and shall be made of metal or plastic with tight-fitting covers.

Residential customers: The City shall provide one minimum 95 **96**-gallon eart **container** to each applicable account holder in the order determined by the ~~City Solid Waste Department~~ except in circumstances determined by the Solid Waste Department that a residence will be better serviced with a dumpster **Recycling & Waste Collection Center**. Additional poly-carts **containers** may be provided at the current-adopted rate per month **set by Resolution**. **Residential accounts will be serviced one (1) time per week.** (~~maximum two carts per customer account.~~)

Commercial containers: The City shall provide either one minimum 95 **96**-gallon eart **container** or size appropriate dumpster(s) as determined by the ~~City solid Waste Department~~ **Recycling & Waste Collection Center**. Additional poly-carts **containers** may be provided at

the **current adopted rate per month set by Resolution. Commercial accounts will be serviced a minimum of one (1) time per week at the current adopted rate set by resolution. service provided is set by Resolution with a minimum service requirement of one (1) time per week.** (maximum two carts per customer account.)

The account holder shall be charged at the current adopted rate per month for one pick up a week. The solid waste shall not exceed the receptacle capacity, and the containers lid must be securely closed when not in use.

(Ord. No. 636, § 1, 4-9-13; Ord. No. 648, 11-12-13)

Editor's note(s)—Ord. No. 648, adopted Nov. 12, 2013, changed the title of § 11-14 from "Solid waste collection center fees" to "Residential/commercial poly-carts and dumpsters."

Sec. 11-14.1. [Fees **Collection Practices.**]

(a) *Collection fees.*

Number of Pick-ups per Week	Residential Poly-cart (1)	Residential Additional Poly-cart	Residential Dumpster	Basic Commercial Poly-cart (1)	Basic Commercial Additional Poly-cart	Commercial Dumpster (Small)	Commercial Dumpster (Medium)	Commercial Dumpster (Large)
1	\$22.37	\$11.18	\$44.85	\$32.37	\$16.18			
2	N/A	N/A	N/A	N/A	N/A			
3	N/A	N/A	N/A	N/A	N/A			
4	N/A	N/A	N/A	N/A	N/A			
5	N/A	N/A	N/A	N/A	N/A			
6	N/A	N/A	N/A	N/A	N/A			

N/A = Not applicable/not available

Replacement poly-cart	\$60.00
-----------------------	---------

Each July of every year hereafter the fees shall be adjusted automatically to reflect a five percent increase.

~~(b)~~(a) *Pre-collection practices.*

- (1) All residential and commercial users shall comply with the rules and regulations established by the City for the use, care and location of solid waste containers and shall keep the lids and covers furnished for such containers closed at all times except when they are being filled, emptied or cleaned. All garbage and refuse containers provided by the City shall be kept in neat and sanitary condition at all times. Containers shall be only loaded in such a manner as they will self-empty when inverted.
- (2) Construction demolition material, including scrap metal, rocks, bricks, organic yard debris, household furnishings, or large utility appliances, hazardous waste, special waste, burn barrels, ash waste, medical or infectious waste, sludge waste or livestock manure, dead animals, or mortality waste, asbestos pipes, or residues, automotive fluids, are NOT allowed in residential or commercial solid waste containers. Only regular household/business bagged garbage shall be deposited in the City-owned containers.**
- ~~(2)~~**(3)** No person shall remove for their own use, someone else's receptacle. To do so, shall result in fines and penalties and could be prosecuted to the fullest extent of the law. It is unlawful for any person to deposit, or cause to be deposited, any refuse in any container that he/she does not own or is not entitled to use as a tenant (article II, utility department, section 14-31, taking service-without authority). **All receptacles are assigned by property address. Owners of multiple addresses are not allowed to exchange or remove to/from their other properties for usage.**
- ~~(3)~~**(4)** The owner, occupant, tenant, or lessee of each premises shall store the containers (poly-cart) on their property for the purpose of and in such a manner to keep the containers from being overturned or upset and the **bagged** contents scattered. This will also keep the sidewalks and sides of the streets clear. ~~Poly-carts~~ **Containers** are to be placed at the designated pick up area on assigned pick up day only. It is the responsibility of the account holder to notify the utility department when vacating premises so that **the assigned poly-cart containers** will be removed by the Sanitation Department. Failure to do so could result in a replacement charge to the account holder.
- ~~(4)~~**(5)** It is unlawful to maliciously damage any refuse container owned by the City. Any person that damages any container provided for the residential or commercial users shall be liable to the City for the cost of repair or replacement of such container at the current market rate including freight for such container. It is prohibited for any person, including children, to be on or in sanitation containers. All account holders shall be responsible for lost, stolen or burnt poly- carts. Replacement poly-carts are available at the current adopted rate. The City shall be entitled to seek restitution for all maintenance repairs or loss occasioned by the negligent or intentional acts of third parties from such responsible third parties. Replacement poly-carts will require a security deposit amount of which to be determined by current replacement rate (article II, utility department, section 14-37, security deposits, payment guarantees).

(e)(b) *Collection day.* On the day curbside collection is scheduled for any premises, or not earlier than 6:00 p.m. of the night before collection is scheduled, ~~poly-cart~~ **container** may be placed at curb unless otherwise specified by the City Solid Waste Department **Recycling & Waste Collection Center**. The ~~poly-cart~~ **container** may be placed at the edge of the resident's property, next to the street and front of poly-cart facing the street. There must be a minimum of five feet of clearance from parked vehicles, street signs, lampposts, trees, mailboxes and other obstructions. ~~Poly-carts~~ **containers** must be set apart a minimum of 16 inches. The ~~receptacles~~ **containers**, when placed at curbside, shall not interfere with pedestrian or vehicular traffic. **Accounts will be serviced one (1) time per week. Only regular household/business bagged garbage shall be deposited in the City owned containers. All container lids will need to be closed or will result in a no service/delay of service and will be charged an additional fee, set by resolution if dispatched back on said route.** Collection will begin at 6:30 a.m. Monday through Friday in an order determined by the City Solid Waste Department **Recycling & Waste Collection Center**. It shall be the responsibility of the resident to deliver the ~~receptacles~~ **container(s)** to such point for collection and return the empty ~~receptacles~~ **container(s)** from such points to the usual place of storage, within 24 hours of collecting. No items, bagged, bundled or otherwise may be placed for pick up outside of the ~~poly-cart~~ **container(s)**. All collections made by the city for other than qualified physically disabled residents, (see exempt service collection), shall be made at curbside from the streets, except where special circumstances warrant otherwise and are approved by the City Solid Waste Department. See special services and fees subsections (d) and (e).

(d) *Special services.* Upon request and for a fee (refer to subsection (e)) A special pickup will be provided for items that cannot be placed in poly-cart or dumpsters such as trash overflow, discarded furniture, appliances, yard waste, trees, tree and shrubbery trimmings, etc. Customers must call the office and make an appointment for the removal of such items. On the agreed appointment date and time customers will have items placed at the location specified by the Solid Waste Department and deemed acceptable and safely accessible for the city to remove such items. All costs and fees associated with this special service are payable at the time of removal and may not be applied to customers monthly bill.

(e) *Special service fees.* (All fees subject to current GRT). Customer will be charged a fee of \$50.00 (fee includes one employee, trash truck or standard truck, fuel charges, and maximum one hour of labor) for any special services described above in subsection (d) (minimum one hour charge).

All loads picked up will be subject to disposal fee at the current adopted rate (See section 11-14).

Loads requiring special or extra equipment, more than one employee and for services requiring more than one hour (see below):

Solid Waste Equipment	Cost/Hour	
Cost per employee	\$ 25.00	
Backhoe	35.00	

Dump truck	35.00	
Forklift	35.00	
Flatbed	35.00	
Skat trak	45.00	
Rear load trash truck	45.00	
Other equipment	40.00	

Each July of every year hereafter the fees shall be adjusted automatically to reflect a five (5) percent increase.

(Ord. No. 648, 11-12-13)

~~Sec. 11-14.2 Exempt Service Collection is hereby repealed as shown below.~~

Sec. 11-14.2. Exempt service collection – Administration Fee will apply

Exempt service collection means the resident is physically unable and does not have anyone else at the residence to roll the poly-cart(s) to the curb or designated location for collection.

To qualify for Exempt Service Collection the resident must:

- Have a physical disability preventing you from rolling the carts to the curb or specified collection point.
- Submit the completed application to the Solid Waste Department (see application for submission options).
- Not have any other occupant or long-term guest residing in the home with the ability to roll the cart to the curb or specified collection point.
- Have your physician complete the physician's section of the application and return to the Solid Waste Department.

Within one week of receiving the request for Exempt Service Collection, a representative from the Solid Waste Department will contact you by phone and schedule an appointment to meet at your residence for **inspection and** completion of the Exempt Collection Service Application. At that meeting he/she will confirm the members of your household and accept or deny your application. Upon acceptance of your application, he/she will advise you of the proper location for your poly-cart(s).

Your cart's location must be:

- In front of or beside your residence.
- Less than 100 feet from the street.
- Visible from the street.

- Out of danger of any dogs.

Applications must be renewed by July 1 of each year or Exempt Service Collection will stop until such application has been renewed and approved. Approved applicants will need to notify the Recycling and Waste Collection Center/Utility office within 10 days to update new address information or change in occupancy assistance. Random inspections may be conducted to verify Exempt Services are still valid according to ordinance guidelines.

Exempt Service Collection shall not be provided for persons who have not complied with the above requirements of this section.

Customers receiving Exempt Service Collection are subject to all collection fees set by resolution including an administrative fee. all fees as stated in collection fees, [subsection (a) and special services and fees subsections (d) and (e) as warranted.

(Ord. No. 648, 11-12-13)

Sec.

11-14.2

Reserved.

Sec. 11-15. Reserved.

Sec. 11-16. Disposal fees for residential/commercial haulers and for the roll-off from the Sierra County Convenience Center is hereby repealed as shown below.

~~Sec. 11-16. Disposal fees for residential/commercial haulers and for the roll-off from the Sierra County Convenience Center.~~

~~(a) Definitions.~~

~~Construction and demolition (C&D) debris means materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard and lumber from the construction or destruction of a structure or project, and includes rocks, soil, tree remains, trees and other vegetative matter that normally result from land clearing. If construction and demolition debris is mixed with any other types of solid waste, it loses its classification as construction and demolition debris. Construction and demolition debris does not include asbestos or liquids, including, but not limited to, waste paints, solvents, sealers, adhesives or potentially hazardous materials.~~

~~Ferrous metal means any iron or steel scrap that has an iron content sufficient for magnetic separation.~~

~~Municipal solid waste (MSWI) refers to all solid waste generated by residential, commercial and institutional sources, and all solid waste generated at treatment works for water and waste water, which are collected and transported under the authorization of a jurisdiction, or are self-hauled. Municipal solid waste does not include construction and demolition (C&D) waste, agricultural crop residues, animal manures, mining waste and fuel extraction waste, forestry waste, and ash from industrial boilers, furnaces and incinerators.~~

~~*Nonferrous metals* means any scrap metals that have value and are derived from metals other than iron and its alloys in steel. Nonferrous metals include aluminum, copper, brass, bronze, lead, zinc, and other metals. A magnet will not adhere to nonferrous metals.~~

~~*Operational costs* means those costs incurred while maintaining the ongoing operation of a program or facility, and do not include capital costs.~~

~~*Waste diversion* means to divert solid waste, in accordance with all applicable federal, state and local requirements, from disposal at solid waste landfills for recycling, reuse, composting, or beneficial use.~~

~~*White goods* means discarded, enamel-coated major appliances, such as washing machines, clothes dryers, hot water heaters, stoves and refrigerators.~~

~~*Yard waste* means any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, grass and yard clippings, leaves, tree trimmings, pruning, brush, and weeds.~~

- ~~(b) On or about April 13, 2010, the City Commission of the City of Truth or Consequences approved and adopted Resolution No. 25-09/10 which imposed disposal fees for residential/commercial haulers and for the roll-off from the Sierra County Convenience Center. The City Commission has determined that Resolution No. 25-09/10 has been effective. The City Commission hereby codified the provisions of the said Resolution into this section as described below.~~
- ~~(c) A disposal fee of \$3.00 per cubic yard plus gross receipts tax will be charged. Any unloading on off days will require approval prior to unloading and an additional \$25.00 plus tax shall be added to each load.~~
- ~~(d) All haulers will be billed on a monthly basis. All collection fees shall be payable to the City of Truth or Consequences Utility Office. Any delinquent payments after 30 days will result in late fee charges and may result in that particular hauler being prohibited from using the landfill.~~
- ~~(e) Unloading of commercial trucks will not be allowed until the loads are inspected by the landfill operator or assistant, and all load slips must be signed and completely filled. The City's landfill operator reserves the right to refuse any load that does not comply with state or federal regulations. All rates may be adjusted for fuel or operational cost.~~

~~Commercial rate fees of \$57.63 plus gross tax receipt will be added to any commercial or contractor if loads are mixed. Residents shall pay the \$2.00 per percent of mixed waste per cubic yard.~~

- ~~(f) Commercial/residential haulers must submit a request to the City of Truth or Consequences Utility Office before using the City landfill. No hauler will be allowed to dispose of waste without written consent from the utility office.~~
- ~~(g) Tire disposal fees will be as follows:~~

~~ATV, motorcycle, bicycles, wheel barrels, est.\$1.00 each~~

~~Regular car tires and regular truck tire 2.00 each~~

~~Large irregular truck tires 3.00 each~~

~~Semi-truck, dump truck, trash truck or bus tires 10.00 each~~

~~Farm equipment tires or small tractor tires 10.00 each~~

~~Construction earth moving equipment (consists of) 25.00 each~~

- ~~▪ Backhoe consists of two-wheel drive or four-wheel drive~~
- ~~▪ Grader~~
- ~~▪ Scrapers~~
- ~~▪ Bobcat or skid steer loaders~~
- ~~▪ Large construction forklifts~~

~~Sanitation Director may refuse or permit any company, business or residents from delivering tire.~~

~~(Ord. No. 631, § 1, 11-27-12)~~

Sec. 11-16 Reserved.

Secs. 11-17—11-35. Reserved.

ARTICLE II. RESERVED¹

¹Editor's note(s)—Section 1 of Ord. No. 644, adopted Nov. 12, 2013, repealed former art. II, §§ 11-36—11-54, which pertained to litter, and derived from the 1962 Code, §§ 6-7-1—6-7-18; Ord. No. 481, § 1, adopted Aug. 14, 2000; Ord. No. 632, § 1, adopted Nov. 27, 2012; and Ord. No. 649, § 1, adopted Nov. 12, 2013.

Secs. 11-36—11-54. Reserved.

Section two. Effective date. The provisions of this Amended Ordinance shall become effective

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this ____ day of _____ 2024.

ROLF HECHLER – Mayor

ATTEST:

ANGELA A. TORRES, CMC, City Clerk-Treasurer

Sec. 14-51. - Past due bill charges.

If any service rate or charge for any of the services provided under Chapter 11 and Chapter 14 of the Municipal City Code, is not paid within 45 days after such charge is due, the City shall charge an additional one and one-half percent late penalty per month on all such past due amounts.

~~(Ord. No. 482, § 1, 9-11-00; Ord. No. 512, § 1, 3-11-02)~~

Sec. 14-53. - Declaration of lien and recovery of past due bills.

(a)Declaration of lien. If a bill for use of any of the utilities described in Chapter 11 or 14 remains unpaid for more than 60 days after the rendition of the bill therefor, the City may record a notice of lien in the office of the County Clerk of Sierra County, and may proceed to foreclose the same. The notice shall consist of a sworn statement by the City Clerk setting forth:(1)A description of such real estate sufficient for the identification thereof;(2)The amount of money due for the use of service of the utilities;(3)The date when such amount became delinquent, and such other requirements as shall satisfy the statutes or laws of the state governing the establishment and foreclose of liens.

If foreclosure proceedings are instituted, a reasonable attorney's fee, as fixed by the Court, shall be recovered.

(b)Recovery of past due bills. As an alternative to filing foreclosure proceedings to recover any past due bill, the City may proceed with any other allowable legal proceedings to collect the amount owed. In such event, the City may also seek to recover its reasonable attorney's fees.

(Ord. No. 656, § 1, 11-22-14)

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 766

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, AMENDING CHAPTER 11 PERTAINING TO SOLID WASTE

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

Section one. That Chapter 11 of the Code of Ordinances of the City of Truth or Consequences be amended so that such Chapter shall read as follows:

CHAPTER 11 RECYCLING & WASTE COLLECTION CENTER

ARTICLE I. IN GENERAL

Sec. 11-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means and includes the City, its duly authorized agents, contractors, servants, employees, or licensees.

Refuse means any garbage, rejected or waste food, offal, swill, carrion, ashes, dirt, slop, wastepaper, trash, rubbish, waste, or unwholesome material excepting, however, recognizable industrial byproducts.

(Code 1962, § 8-3-1)

Sec. 11-2. Police power exercised.

This chapter shall be deemed an exercise of the police power of the City acting in its governmental capacity for the protection and preservation of health, welfare, safety, and cleanliness; and all of its provisions shall be liberally construed for the accomplishment of that purpose. All persons having City water or electric connection shall also be liable for garbage collection fees, if garbage collection is available.

(Code 1962, § 8-3-2)

Sec. 11-3. City to haul refuse.

The City shall have the exclusive right to gather and collect refuse, and it shall be unlawful for any person, except as otherwise provided in this chapter, to collect or gather refuse.

(Code 1962, § 8-3-3)

Sec. 11-4. Business License—Required.

It shall be unlawful for business other than the City to collect or convey through, over, or under any street or alley any refuse, for persons other than themselves, without first securing a business license from the City. The City Commission shall set the license fee by Resolution.

(Code 1962, § 8-3-4; Ord. No. 593, § 1, 10-14-08)

Sec. 11-5. Same—Revocation.

Any person hauling refuse under a business license issued by the City shall dispose of such refuse in a safe and sanitary manner and shall obey the ordinances of the City and the laws of the State of New Mexico as well as the rules and regulations of the Governing Body of the City with regard to the storage and disposal of refuse. Failure to obey the noted ordinances, laws, or rules and regulations shall be grounds for revocation of the business license issued by the City.

(Code 1962, § 8-3-5)

Sec. 11-6. Containers—Requirements.

- (a) It shall be unlawful for any owner or occupant of any public or private premises to permit the accumulation upon such premises of any refuse except in covered containers approved by the City. These containers shall be maintained in a sanitary condition at all times and shall be kept on a rack or in some location which will prevent the containers from being overturned by animals. City-furnished containers must be used where available and as designated by the City.
- (b) The City-owned containers shall be the only containers used. Construction demolition material, including scrap metal, rocks, bricks, large organic yard debris, household furnishings, or large utility appliances, hazardous waste, special waste, burn barrels, ash waste, medical or infectious waste, sludge waste or livestock manure, dead animals, or mortality waste, asbestos pipes, or residues, automotive fluids, are NOT allowed in or around residential or commercial solid waste containers. Only regular household/business refuse and small organic yard debris shall be deposited in the City-owned containers. All allowable refuse placed in containers must be bagged. A cleaning fee may be imposed if loose wet refuse is deposited in a city-owned container.
- (c) All container lids will need to be closed. No items, bagged, bundled, or otherwise may be placed for pick up outside of the container.

(Code 1962, § 8-3-6)

Sec. 11-7. Same—City handling; scavengers prohibited; penalty.

- (a) It shall be unlawful for any person other than the City to interfere in any manner with any receptacle intended for the purpose of receiving and holding refuse, to remove any such receptacle, or to remove anything from any such receptacle unless such item was deposited there accidentally by the person removing the item. Scavenger activities are prohibited, and

in addition, it shall be unlawful for any person to climb into, disturb, or enter any such containers furnished by the City, except insofar as necessary to deposit refuse therein.

- (b) Any person who violates any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as follows:

- (1) First offense \$25.00
- (2) Second offense \$100.00
- (3) Third and subsequent offenses \$200.00

Scavenger activities, including poking and hunting through refuse previously deposited in City-owned containers, shall be considered a separate offense for each such container so disturbed.

- (c) In addition to the foregoing misdemeanor fines, the City may collect a civil penalty for cleaning each garbage container disturbed by scavengers.

(Code 1962, § 8-3-7)

Sec. 11-8. Governing Body to make rules and regulations.

The Governing Body of the City shall have the power to make rules and regulations for the storage and disposal of refuse to effectuate and facilitate the provisions of this chapter.

(Code 1962, § 8-3-8)

Sec. 11-9. Accumulation of refuse prohibited.

It shall be unlawful for any person to deposit, collect, or accumulate or permit the deposit, collection, or accumulation of any refuse within the City.

(Code 1962, § 8-3-9)

Sec. 11-10. Collection fees.

Collection fees shall be set by the City Commission.

(3) *Reserved.*

(4) *Reserved.*

(Code 1962, § 8-3-11; Ord. No. 405, 2-8-93; Ord. No. 411, 1-10-94; Ord. No. 454, § 1, 3-23-98; Ord. No. 477, § 1, 7-24-00; Ord. No. 495, § 1, 7-9-01; Ord. No. 503, § 1, 11-26-01; Ord. No. 510, § 1, 3-11-02; Ord. No. 519, § 1, 6-10-02; Ord. No. 522, § 1, 11-12-02; Ord. No. 544, 7-25-05; Ord. No. 547, 10-24-05; Ord. No. 630, § 1, 11-13-12; Ord. No. 647, § 1, 11-12-13)

Editor's note(s)—Ord. No. 630, § 1, adopted Nov. 13, 2012, changed the title of § 11-10 from "Collection fees generally" to "Collection fees."

Sec. 11-11. Payment; when due.

All collection fees shall be payable at the utility offices of the City of Truth or Consequences on a monthly basis. All fees assessed for collection shall become delinquent 90 days after the due date. The City Clerk shall, at the end of each quarter of the year, prepare an assessment roll in accordance with state law.

(Code 1962, § 8-3-12)

Sec. 11-12. Delinquency; lien, generally; business establishments.

The City shall adhere to the provisions of City Ordinances 14-51 (past due charges) and 14-53 (Declaration of Lien and Recovery of Past Due Bills).

(Code 1962, § 8-3-13)

Sec. 11-13. Charge for release of lien.

The City shall adhere to the provisions of City Ordinances 14-51 (past due charges) and 14-53 (Declaration of Lien and Recovery of Past Due Bills).

(Code 1962, § 8-3-14)

Sec. 11-14. Residential/commercial poly-carts and dumpsters.

Garbage and refuse containers (poly-carts/dumpsters) shall be provided by the City to applicable account holders and shall be made of metal or plastic with tight-fitting covers.

Residential customers: The City shall provide one minimum 96 gallon container to each applicable account holder in the order determined by the Recycling & Waste Collection Center. Additional containers may be provided at the rate per month set by Resolution. Residential accounts will be serviced one (1) time per week.

Commercial containers: The City shall provide either one minimum 96 gallon container or size appropriate dumpster(s) as determined by the Recycling & Waste Collection Center. Additional containers may be provided at the current adopted rate set by Resolution. Commercial accounts will be serviced a minimum of one (1) time per week at the current adopted rate set by resolution.

(Ord. No. 636, § 1, 4-9-13; Ord. No. 648, 11-12-13)

Editor's note(s)—Ord. No. 648, adopted Nov. 12, 2013, changed the title of § 11-14 from "Solid waste collection center fees" to "Residential/commercial poly-carts and dumpsters."

Sec. 11-14.1. Collection Practices.

(a) *Precollection practices.*

- (1) All residential and commercial users shall comply with the rules and regulations established by the City for the use, care and location of solid waste containers and

shall keep the lids and covers furnished for such containers closed at all times except when they are being filled, emptied or cleaned. All garbage and refuse containers provided by the City shall be kept in neat and sanitary condition at all times. Containers shall be only loaded in such a manner as they will self-empty when inverted.

- (2) Construction demolition material, including scrap metal, rocks, bricks, organic yard debris, household furnishings, or large utility appliances, hazardous waste, special waste, burn barrels, ash waste, medical or infectious waste, sludge waste or livestock manure, dead animals, or mortality waste, asbestos pipes, or residues, automotive fluids, are NOT allowed in residential or commercial solid waste containers. Only regular household/business bagged garbage shall be deposited in the City-owned containers.
 - (3) No person shall remove for their own use, someone else's receptacle. To do so, shall result in fines and penalties and could be prosecuted to the fullest extent of the law. It is unlawful for any person to deposit, or cause to be deposited, any refuse in any container that he/she does not own or is not entitled to use as a tenant (article II, utility department, section 14-31, taking service-without authority). All receptacles are assigned by property address. Owners of multiple addresses are not allowed to exchange or remove to/from their other properties for usage.
 - (4) The owner, occupant, tenant, or lessee of each premises shall store the containers (poly-cart) on their property for the purpose of and in such a manner to keep the containers from being overturned or upset and the bagged contents scattered. This will also keep the sidewalks and sides of the streets clear. Containers are to be placed at the designated pick up area on assigned pick up day only. It is the responsibility of the account holder to notify the utility department when vacating premises so that the assigned containers will be removed by the Sanitation Department. Failure to do so could result in a replacement charge to the account holder.
 - (5) It is unlawful to maliciously damage any refuse container owned by the City. Any person that damages any container provided for the residential or commercial users shall be liable to the City for the cost of repair or replacement of such container at the current market rate including freight for such container. It is prohibited for any person, including children, to be on or in sanitation containers. All account holders shall be responsible for lost, stolen or burnt poly- carts. Replacement poly-carts are available at the current adopted rate. The City shall be entitled to seek restitution for all maintenance repairs or loss occasioned by the negligent or intentional acts of third parties from such responsible third parties. Replacement poly-carts will require a security deposit amount of which to be determined by current replacement rate (article II, utility department, section 14-37, security deposits, payment guarantees).
- (b) *Collection day.* On the day curbside collection is scheduled for any premises, or not earlier than 6:00 p.m. of the night before collection is scheduled, the container may be placed at curb unless otherwise specified by the Recycling & Waste Collection Center. The container may be placed at the edge of the resident's property, next to the street and front of poly-cart

facing the street. There must be a minimum of five feet of clearance from parked vehicles, street signs, lampposts, trees, mailboxes and other obstructions. Containers must be set apart a minimum of 16 inches. The containers, when placed at curbside, shall not interfere with pedestrian or vehicular traffic. Accounts will be serviced one (1) time per week. Only regular household/business bagged garbage shall be deposited in the City owned containers. All container lids will need to be closed or will result in a no service/delay of service and will be charged an additional fee, set by resolution if dispatched back on said route. Collection will begin at 6:30 a.m. Monday through Friday in an order determined by the Recycling & Waste Collection Center. It shall be the responsibility of the resident to deliver the container(s) to such point for collection and return the empty container(s) from such points to the usual place of storage, within 24 hours of collecting. No items, bagged, bundled or otherwise may be placed for pick up outside of the container(s).

(Ord. No. 648, 11-12-13)

Sec. 11-14.2. Exempt service collection – Administration Fee will apply

Exempt service collection means the resident is physically unable and does not have anyone else at the residence to roll the poly-cart(s) to the curb or designated location for collection.

To qualify for Exempt Service Collection the resident must:

- Have a physical disability preventing you from rolling the carts to the curb or specified collection point.
- Submit the completed application to the Solid Waste Department (see application for submission options).
- Not have any other occupant or long-term guest residing in the home with the ability to roll the cart to the curb or specified collection point.
- Have your physician complete the physician's section of the application and return to the Solid Waste Department.

Within one week of receiving the request for Exempt Service Collection, a representative from the Solid Waste Department will contact you by phone and schedule an appointment to meet at your residence for inspection and completion of the Exempt Collection Service Application. At that meeting he/she will confirm the members of your household and accept or deny your application. Upon acceptance of your application, he/she will advise you of the proper location for your poly-cart(s).

Your cart's location must be:

- In front of or beside your residence.
- Less than 100 feet from the street.
- Visible from the street.
- Out of danger of any dogs.

Applications must be renewed by July 1 of each year or Exempt Service Collection will stop until such application has been renewed and approved. Approved applicants will need to notify the Recycling and Waste Collection Center/Utility office within 10 days to update new address

information or change in occupancy assistance. Random inspections may be conducted to verify Exempt Services are still valid according to ordinance guidelines.

Exempt Service Collection shall not be provided for persons who have not complied with the above requirements of this section.

Customers receiving Exempt Service Collection are subject to all collection fees set by resolution including an administrative fee.

(Ord. No. 648, 11-12-13)

Sec. 11-15. Reserved.

Sec. 11-16. Disposal fees for residential/commercial haulers and for the roll-off from the Sierra County Convenience Center is hereby repealed as shown below.

(a) ~~Definitions.~~

~~Construction and demolition (C&D) debris means materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard and lumber from the construction or destruction of a structure or project, and includes rocks, soil, tree remains, trees and other vegetative matter that normally result from land clearing. If construction and demolition debris is mixed with any other types of solid waste, it loses its classification as construction and demolition debris. Construction and demolition debris does not include asbestos or liquids, including, but not limited to, waste paints, solvents, sealers, adhesives or potentially hazardous materials.~~

~~Ferrous metal means any iron or steel scrap that has an iron content sufficient for magnetic separation.~~

~~Municipal solid waste (MSW) refers to all solid waste generated by residential, commercial and institutional sources, and all solid waste generated at treatment works for water and waste water, which are collected and transported under the authorization of a jurisdiction, or are self hauled. Municipal solid waste does not include construction and demolition (C&D) waste, agricultural crop residues, animal manures, mining waste and fuel extraction waste, forestry waste, and ash from industrial boilers, furnaces and incinerators.~~

~~Nonferrous metals means any scrap metals that have value and are derived from metals other than iron and its alloys in steel. Nonferrous metals include aluminum, copper, brass, bronze, lead, zinc, and other metals. A magnet will not adhere to nonferrous metals.~~

~~Operational costs means those costs incurred while maintaining the ongoing operation of a program or facility, and do not include capital costs.~~

~~Waste diversion means to divert solid waste, in accordance with all applicable federal, state and local requirements, from disposal at solid waste landfills for recycling, reuse, composting, or beneficial use.~~

~~White goods means discarded, enamel-coated major appliances, such as washing machines, clothes dryers, hot water heaters, stoves and refrigerators.~~

~~Yard waste means any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, grass and yard clippings, leaves, tree trimmings, pruning, brush, and weeds.~~

~~(b) On or about April 13, 2010, the City Commission of the City of Truth or Consequences approved and adopted Resolution No. 25-09/10 which imposed disposal fees for residential/commercial haulers and for the roll-off from the Sierra County Convenience Center. The City Commission has determined that Resolution No. 25-09/10 has been effective. The City Commission hereby codified the provisions of the said Resolution into this section as described below.~~

~~(c) A disposal fee of \$3.00 per cubic yard plus gross receipts tax will be charged. Any unloading on off days will require approval prior to unloading and an additional \$25.00 plus tax shall be added to each load.~~

~~(d) All haulers will be billed on a monthly basis. All collection fees shall be payable to the City of Truth or Consequences Utility Office. Any delinquent payments after 30 days will result in late fee charges and may result in that particular hauler being prohibited from using the landfill.~~

~~(e) Unloading of commercial trucks will not be allowed until the loads are inspected by the landfill operator or assistant, and all load slips must be signed and completely filled. The City's landfill operator reserves the right to refuse any load that does not comply with state or federal regulations. All rates may be adjusted for fuel or operational cost.~~

~~Commercial rate fees of \$57.63 plus gross tax receipt will be added to any commercial or contractor if loads are mixed. Residents shall pay the \$2.00 per percent of mixed waste per cubic yard.~~

~~(f) Commercial/residential haulers must submit a request to the City of Truth or Consequences Utility Office before using the City landfill. No hauler will be allowed to dispose of waste without written consent from the utility office.~~

~~(g) Tire disposal fees will be as follows:~~

~~ATV, motorcycle, bicycles, wheel barrels, est.\$1.00 each~~

~~Regular car tires and regular truck tire 2.00 each~~

~~Large irregular truck tires 3.00 each~~

~~Semi-truck, dump truck, trash truck or bus tires 10.00 each~~

~~Farm equipment tires or small tractor tires 10.00 each~~

~~Construction earth moving equipment (consists of) 25.00 each~~

- ~~• Backhoe consists of two-wheel drive or four-wheel drive~~
- ~~• Grader~~
- ~~• Scrapers~~

~~• Bobcat or skid-steer loaders~~

~~• Large construction forklifts~~

~~Sanitation Director may refuse or permit any company, business or residents from delivering tire.~~

~~(Ord. No. 631, § 1, 11-27-12)~~

Sec. 11-16 Reserved.

Secs. 11-17—11-35. Reserved.

ARTICLE II. RESERVED¹

Secs. 11-36—11-54. Reserved.

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

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this ____ day of _____ 2024.

ROLF HECHLER – Mayor

ATTEST:

ANGELA A. TORRES, CMC, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: G.1

SUBJECT: Presentation/Discussion/Action-Civility Legislative Actions for 2024/2025

DEPARTMENT: City Manager's Office

DATE SUBMITTED: August 22, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Kathy Elliot

Summary/Background:

Discuss and update the commission on legislative actions for FY 2024/2025.

Recommendation:

[Click here to enter text.](#)

Attachments:

- Contract, Contract Extension, & ICIP
- [Click here to enter text.](#)

Fiscal Impact (Finance): Yes

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC agendas 8-28-24

Civility

GOVERNMENT
RELATIONS

Government Relations Contract

This contract is hereby made and entering into by the City of Truth or Consequences (hereinafter T or C) and Civility Government Relations (hereinafter Civility) on this 22nd day of August, 2023.

Whereas, T or C has found it desirable to retain a firm to provide government relations services as further described below; and

Whereas, T or C desires to hire Civility to provide said services, and

Whereas, Civility desires to provide such services under the terms of this contract. Therefore, it is mutually agreed upon by both parties the following:

1. Civility shall perform the following scope of work:
 - A. Represent T or C Interests from Sept 1, 2023 – June 30, 2024 including the regular session of the 2024 NM State Legislature, any special sessions and applicable Interim Committees.
 - B. Design and implement a campaign directed towards key state legislators, administration leadership and staff on important issues facing T or C.
 - C. Design and implement an aggressive funding request campaign to acquire funding appropriations as approved by T or C for substantial Infrastructure Improvements including landfill, water and wastewater roads updates and economic development initiatives.
 - D. 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.
 - E. Regularly consult with T or C manager. Any action directed by the T or C manager shall be deemed authorized by T or C, pursuant to this contract.
 - F. T or C commissioners may change their designee at any time.

2. Terms:

- A. Effective dates: Sept 1, 2023 – June 30, 2024. All parties must sign below for the contract to be in effect. At the mutual agreement of the parties, this contract may be extended beyond the termination date.
- B. This contract can be terminated with the following provisions: Truth or Consequences may with or without cause, terminate this contract with a 30 day written notice, sent to 1421 N Main St. Clovis NM 88101.
- C. Civility may also terminate this contract if T or C defaults on non-payment or non-disclosure of information. As above, Civility will be required to send written notice of their desire to terminate the contract by either electronic email or the post office. Cancellation date will be noted in the termination letter.
- D. Compensation

Truth or Consequences agrees to pay Civility \$3000/month plus NM gross receipts tax.

Total yearly contract: \$30,000 plus GRT of the City of Clovis

Monthly installments are due by the 1st of each month beginning Sept 1, 2023.

Civility will be reimbursed for any necessary expenses which are approved in advance by the City of Truth or Consequences manager.

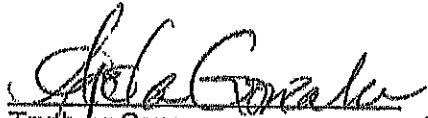
3. Disclaimer

Civility acknowledges that it is an independent contractor and as such neither it, nor its employees, agents or representatives shall be considered employees or agents of City of T or C nor shall Civility be eligible to accrue sick leave, retirement benefits, or any other benefits provided city employees.

- 4. Subcontracting: Civility shall not subcontract any portion of the services to be performed under this contract, without the prior written approval of T or C.
- 5. Assignment: Civility shall not assign or transfer any interest in the contract, or assign any claims for money due, or to become due, under this contract without the prior written approval of T or C.

6. **Conflict of Interest:** Civility warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
7. **Non-discrimination:** Civility agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
8. **Entire contract:** This contract represents the entire agreement of the parties and supersedes all prior oral or written agreements or understandings between the parties concerning the subject matter of this contract.
9. **Amendment:** This contract shall not be altered, changed, modified or amended, unless executed by both parties.
10. **Applicable law:** This contract shall be governed by the Laws of the State of New Mexico and the ordinances, resolutions, rules and regulations. The venue for any dispute arising from this contract shall be in a Curry County court.
11. **Attorney's fees:** Should either party to this contract be obligated to seek enforcement of the terms of this contract through a court of law, the breaching party as determined by any judge or special master shall be responsible for all court costs and reasonable attorney's fees incurred by the non-breaching party as a result of the breach of this agreement.
12. **Acknowledgments:** Civility acknowledges that it is aware of the Procurement code, Sections 13-1-28 through 13-1-199, NMSA (1978), as amended, imposes civil and criminal penalties for its violation. Civility also agrees to comply with the requirements and guidelines of the New Mexico Lobbyist Registration Act. In addition, Civility acknowledges that it is aware that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
13. **Work products:** All work and work products produced under this contract shall be and remain the exclusive property of T or C, and Civility. No one can use, sell, disclose or otherwise make available to anyone (individual, corporation or organization) any work and work product produced under the contract, other than to T or C.
14. **Hold Harmless:** Civility Government Relations agrees to hold the City of Truth or Consequences, its agents and employees, free and harmless from liability claims, damages, losses, or expenses, including attorney fees arising out of or caused by any tortious act or omission from Civility Government Relations, its officers, employees or agents.

The below parties agree to the above contract and provisions:



Truth or Consequences representative

Date: 8/30/2023

Civility representative Kathy Elliott



AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION made this 2nd day of May, 2024.

BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, a Municipal Corporation,

AND

CIVILTY GOVERNMENT RELATIONS

RECITALS

- A. The parties entered into a Contract dated August 22, 2023, which called for a term beginning on the 1st day of September 2023, and ending on the 30th day of June 2024. A copy of the Contract is attached as EXHIBIT A.
- B. The Contract provides that it may be extended upon the mutual consent of the parties.
- C. The parties desire to extend the Contract for one (1) year, beginning July 1, 2024, through June 30, 2025.

IT IS THEREFORE AGREED that the Agreement attached hereto as EXHIBIT A is hereby extended from July 1, 2024, through June 30, 2025, under the same terms and conditions as set forth in the Agreement. The monthly compensation shall remain at \$3,000.00 per month plus CRT, for a total amount of \$36,000.00 plus CRT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.



City of Truth or Consequences



Civility Government Relations

Infrastructure Capital Improvement Plan FY 2026-2030

Truth or Consequences Project Summary

ID	Year	Rank	Project Title	Category	Funded to date						Total Project Cost	Amount Not Yet Funded	Phases?
						2026	2027	2028	2029	2030			
38614	2026	001	Wastewater Treatment Plant Upgrades	Water - Wastewater	0	1,000,000	3,000,000	3,000,000	3,000,000	0	10,000,000	10,000,000	Yes
40367	2026	002	Clancy Lift Station Force Main Improvements	Water - Wastewater	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
42977	2026	003	Sewer Vacuum System Replacement	Water - Wastewater	0	100,000	300,000	2,300,000	2,300,000	0	5,000,000	5,000,000	Yes
33002	2026	004	Water Infrastructure and Fire Hydrant Replacement	Water - Water Supply	12,607,079	7,225,000	0	0	0	0	19,832,080	7,225,000	Yes
36714	2026	005	Substation Primary Underground Feeder Replacement	Other - Utilities (publicly owned)	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
38617	2026	006	Armijo Park Effluent Water Reuse Improvements	Water - Wastewater	0	1,750,000	225,000	0	0	0	1,975,000	1,975,000	Yes
38538	2026	007	Police Department Renovation	Facilities - Administrative Facilities	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
41580	2026	008	Recycling & SW Collection Center Improvements	Facilities - Administrative Facilities	0	200,000	0	0	0	0	200,000	200,000	No
36448	2026	009	City-wide Drainage Improvements	Water - Storm/Surface Water Control	100,000	800,000	1,000,000	1,700,000	1,700,000	0	5,300,000	5,200,000	Yes
40372	2026	010	Lee Belle Johnson Facility Improvements	Facilities - Other	35,000	65,000	100,000	1,800,000	0	0	2,000,000	1,965,000	Yes
38613	2026	011	Water Meter Replacement & Housing Improvements	Water - Other	750,000	750,000	750,000	0	0	0	2,250,000	1,500,000	Yes
39246	2026	012	Cantrell Dam Improvements	Water - Storm/Surface Water Control	825,000	7,770,000	0	0	0	0	8,595,000	7,770,000	No

Thursday, August 22, 2024

Truth or Consequences/ICIP 21002

Infrastructure Capital Improvement Plan FY 2026-2030

38571	2026	013	Smith, Silver and E 9th Street Improvements	Transportation - Highways/Roads/Bridges	212,910	950,000	0	0	0	0	1,162,910	950,000	No
41582	2026	014	Police Vehicles	Vehicles - Public Safety Vehicle	0	200,000	0	0	0	0	200,000	200,000	No
38580	2026	015	Animal Shelter Building Improvements	Facilities - Administrative Facilities	450,000	240,000	0	0	0	0	690,000	240,000	No
41576	2026	016	Community Multi-Purpose Center	Economic Development	0	500,000	1,000,000	5,250,000	0	0	6,750,000	6,750,000	Yes
42984	2027	001	Electric Car Charging Station	Transportation - Other	0	0	2,444,900	0	0	0	2,444,900	2,444,900	Yes
38587	2027	002	Fleet Service Center Improvements	Equipment - Other	0	0	200,000	0	0	0	200,000	200,000	No
41581	2027	003	Collection Center Pavement Project	Other - Solid Waste	0	0	250,000	0	0	0	250,000	250,000	No
38619	2027	004	Wastewater Manhole Replacement/Improvements	Water - Wastewater	0	0	300,000	1,000,000	1,000,000	0	2,300,000	2,300,000	Yes
38607	2027	005	Water Well #2 Improvements	Water - Water Supply	0	0	750,000	100,000	0	0	850,000	850,000	No
38574	2027	006	Veater Street Improvements	Transportation - Highways/Roads/Bridges	0	0	200,000	2,300,000	0	0	2,500,000	2,500,000	Yes
43002	2027	007	Recycling Baler	Other - Solid Waste	0	0	200,000	0	0	0	200,000	200,000	No
43004	2027	008	Electric Bucket Truck	Equipment - Other	0	0	240,000	0	0	0	240,000	240,000	No
38609	2028	001	Waterline Extension for Village of Williamsburg	Water - Water Supply	0	0	0	500,000	0	0	500,000	500,000	No
36768	2028	002	Vista Memorial Gardens Cemetery	Facilities - Administrative Facilities	0	0	0	140,000	0	0	140,000	140,000	No
40376	2028	003	City Hall Facility Improvements	Facilities - Administrative Facilities	0	0	0	125,000	0	0	125,000	125,000	No
38591	2028	004	Electrical Substation Breaker Replacement	Equipment - Other	0	0	0	1,600,000	1,000,000	450,000	3,050,000	3,050,000	Yes
34164	2028	005	Electric Pole and Conductor Replacement	Transportation - Lighting	0	0	0	500,000	0	0	500,000	500,000	No
38588	2028	006	Municipal Library Improvements	Facilities - Libraries	0	0	0	300,000	0	0	300,000	300,000	No
36684	2028	007	Ralph Edwards Parks Improvements	Facilities - Other	1,190,000	0	0	225,000	0	0	1,415,000	225,000	No

Thursday, August 22, 2024

Truth or Consequences/ICIP 21002

Infrastructure Capital Improvement Plan FY 2026-2030

Phase 2

40368	2029	001	Golf Course Facility Improvements	Facilities - Other	0	0	0	0	250,000	0	250,000	250,000	Yes
43006	2029	002	Civic Center Improvements	Facilities - Other	0	0	0	0	175,000	0	175,000	175,000	No
40373	2029	003	Water Wastewater Administrative Building	Facilities - Administrative Facilities	0	0	0	0	80,000	0	80,000	80,000	No
38593	2029	004	Electrical Capacitor Replacement	Equipment - Other	0	0	0	0	275,000	225,000	500,000	500,000	Yes
43011	2029	005	Street Sweeper	Equipment - Other	0	0	0	0	250,000	0	250,000	250,000	No
38592	2030	001	Electrical Substation Transformer Switches	Equipment - Other	0	0	0	0	0	500,000	500,000	500,000	Yes
40370	2030	002	10MVA Substation Power Transformer Replacement	Other - Utilities (publicly owned)	0	0	0	0	0	3,000,000	3,000,000	3,000,000	No
40377	2030	003	Rio Grande Vehicular Bridge Crossing and Utilities	Transportation - Highways/Roads/Bridges	0	0	0	0	0	4,400,575	4,400,575	4,400,575	Yes
40378	2030	004	Rio Grande Footbridge Crossing	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	0	1,265,000	1,265,000	1,265,000	Yes

Number of projects:	40											
Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:					
Grand Totals	16,169,989	25,550,000	10,959,900	20,840,000	10,030,000	9,840,575	93,390,464	77,220,472				



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: G.2

SUBJECT: Discussion/Action – Multi Animal Special Use Permit 1501 N. Ash

DEPARTMENT: Community Development

DATE SUBMITTED: August 22, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Applicant is requesting a Multi Animal Special Use Permit 1501 N. Ash for 6 dogs. Public Hearing presented at P & Z Meeting 8-12-24. No proponents or opponents. The board recommended to deny request due to lack of info and lack of applicant attendance.

Recommendation:

Consider recommendation of Planning and Zoning

Attachments:

- P & Z Packet Information
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-28-24

CITY OF TRUTH OR CONSEQUENCES MULTI-ANIMAL PERMIT APPLICATION

Date: 12.22.23
 Applicant: Rhonda Spence
 Property Address: 1501 Ash
 Phone Number: 575-312-7676 Business license number (if applicable): _____
 Initial License ☒ or Renewal ☐

TYPE	GENDER	AGE	BREED	COLOR	NAME	CITY LIC#	EXP DATE	RABIES TAG #	EXP DATE
DOG	MALE	6.5	LAB	BLACK	Ranger	1123	12.22.26	240836	12.22.26
	MALE	3.5	BLK MOUTH KERR	BROWN	Hoots	1120	12.22.24	240830	12.22.24
	FEMALE	4.5	HEELER MIX	MULTI	Freedom	1122	12.22.24	240879	12.22.24
	FEMALE	3.5	AUSSIE MIX	BLK/WHITE	Dottie	1124	12.11.26	240156	12.11.26
	FEMALE	2.5	HEELER MIX	MULTI	Tootie	1125	12.11.26	240147	12.11.26
	FEMALE	3.5	AUSSIE MIX	BROWN/WHITE	Japalina	1121	12.22.24	240867	12.22.24

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

Applicant Signature: R Spence

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

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

Inspected by ACO: Knull Signature [Signature] Date 06/13/24

Code Enforcement Signature [Signature] Date 06/13/24

Planning and Zoning Commission Meeting Date: _____ () Approved () Disapproved

City Commission Meeting Date: _____ () Approved () Disapproved



*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fuhl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Angie Gonzales
City Manager*

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, August 12, 2024 to receive input regarding the following:

Public Hearing/Discussion/Action: Request for a Special Use Permit at 1501 N. Ash for the purpose of a Multi-Animal Permit.

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

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

The agenda may be obtained on Friday, August 9, 2024 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Thursday July 18, 2024

Cedar St

Truth or Consequences, New Mexico

Google Street View

Apr 2024

[See more dates](#)



Image capture: Apr 2024 © 2024 Google

Las Valley Animal
of Sierra C

Steak
obster

ish St

Palom

From: [Knull, Tyler](#)
To: [Traci Alvarez](#)
Subject: Rhonda Spence's Multi-Animal Site Permit
Date: Friday, June 21, 2024 9:36:09 AM
Attachments: [image001.png](#)

Good morning,

I have turned in the inspection checklist/application for Ms. Spence's Multi-Animal Site Permit to the Clerk's office. My recommendation is to deny the permit due to the location the dogs are being housed at and the location the owner lives at being in two different areas. This could cause future issues because any complaints that could arise could not be handled in a timely manner (such as barking dogs not being able to be stopped, dogs escaping the yard, etc.) The idea that the owner will be seeing the dogs for only a small portion of the day does not sit well with me.

Tyler Knull

Code Enforcement Officer

Truth or Consequences Police Department

507 McAdoo Street

Truth or Consequences N.M. 87901

Office: (575)894-1204

tknull@torcnm.org



CONFIDENTIALITY NOTICE: The information in this e-mail and in any attachment may contain information which may be a confidential law enforcement communication or may otherwise be legally privileged. It is intended only for the attention and use of the named recipient. If you are not the intended recipient, you are hereby notified that you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments. If you received this e-mail, you must delete this e-mail and all files transmitted with it from your system and immediately notify the Truth or Consequences Police Department by sending a reply e-mail to the sender of this message.

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, AUGUST 12, 2024**

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, August 12, 2024 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, City Clerk Admin Assistant

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

a) August 12, 2024.

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

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

There were no comments from the public.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

a) Public Hearing/Discussion/Action: Request for a Special Use Permit at 1501 N. Ash for the purpose of a Multi-Animal Permit

Assistant City Manager Alvarez: We have an application packet from Rhonda Spence at 1501 N. Ash, she is looking for a multi-animal use permit. You can see that she has 6 dogs that she would like to have on this property. There is no dwelling unit on the property, it is just a fenced in piece of property. Animal control has gone out and assessed this application and you can see from the email I provided he does not recommend approval because there is nobody on site full time. The applicant is not present.

Chairman Sisney: Do we know where the applicant lives?

Assistant City Manager Alvarez: I believe she is staying temporarily on Locust with a friend.

Member Kent: But it's not or will ever be on this property?

Chairman Sisney: I can't tell how large the lot is.

Member Kent: There is no home there.

Chairman Sisney: Where would the dogs go if we don't approve the variance.

Assistant City Manager Alvarez: Unfortunately, the applicant is not here in attendance so I can't answer that question. You guys as a board can either choose to approve, deny or potentially table and reschedule a full public hearing.

Vice Chairman Buhler: I noticed there are some unsatisfactory marks on the application as well. There is no protection from the weather, the owner doesn't live on the property which if there were a problem there is nobody there and problems happen.

Assistant City Manager Alvarez: I do know that one of the other things that our animal control/code enforcement was going to address but hasn't had a chance to the dogs did get loose one time and he did have to go out there and round them up and contact the property owner.

Member Kent: If there is no one on the property, how often are the dogs being checked on, do they have food and water, it already states they don't have enough protection by dog houses.

Member Luchini: Do you know how long the dogs have been there?

Assistant City Manager Alvarez: Not exactly, we have had a little bit of trouble with communication and follow through on the applicant's part with getting us the proper

documents. It was my understanding that she wasn't going to be housing the dogs there until we went through this process. It wasn't until I heard from code enforcement that I even knew that the dogs were on the property.

Member Kent: This application is from December, it's 8 months old. So, they have possibly been there a while.

Vice Chairman Buhler: Its 6 dogs to its not just 1 or 2.

Chairman Sisney: Do we know if the application sat at her house for 8 months or did it sit with the city.

Assistant City Manager Alvarez: It didn't sit with the city for 8 months. She had to get some site plan stuff in. I know I might have been a little delayed on the city's part but only because we have one person doing code enforcement and animal control. I have seen email with myself as well as with animal control where there were multiple attempts to reach out and coordinate site visits and that was not an easy thing to coordinate. Any delay on the city's part I would say the majority of it came from not being able to coordinate a meeting with the property owner.

Chairman Sisney opened the public hearing.

Proponents:

There were no proponents.

Opponents:

There were no opponents.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend denial to the City Commission for a Request for a Special Use Permit at 1501 N. Ash for the purpose of a Multi-Animal Permit. Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

5. NEW BUSINESS:

- a) Discussion/Action: Reorganization of Chairman and Vice Chairman

Member Esther Luchini made a motion to recommend the appointment of Chris Sisney as Chairman to the Planning and Zoning Board. Vice Chairman Susan Buhler seconded the motion. Motion carried unanimously.

Chairman Chris Sisney made a motion to recommend the appointment of Susan Buhler as Vice-Chairman to the Planning and Zoning Board. Member Lisa Kent seconded the motion. Motion carried unanimously.

b) Discussion/Action: Selection of Meeting Dates for October and November

Member Chris Sisney made a motion to recommend the set date for the October meeting to be on the 7th. Member Esther Luchini seconded the motion. Motion carried unanimously.

Member Chris Sisney made a motion to recommend the set date for the November meeting to be on the 4th. Member Esther Luchini seconded the motion. Motion carried unanimously.

6. REPORTS FROM THE BOARD:

Member Kent: It's not a report but I did want to bring to everyone's attention I will be traveling a little more than I expected in September and October I am going to have to call in. I hope that's ok. I will be available, but it will just have to be via phone.

7. REPORTS FROM STAFF:

Assistant City Manager Alvarez: I have no reports, does the board have any questions for me.

Chairman Sisney: The trailer on Platinum, did we revoke the variance?

Assistant City Manager Alvarez: You did recommend it be revoked and then it went to city commission. They went and spoke at the commission meeting and the commissioners did give the property owner a certain amount of time to remove or abate the property. I would have to pull the information I can email to you.

Chairman Sisney: Will you clarify when you say the property owner do you mean the owner of the lot or the owner of the trailer?

Assistant City Manager Alvarez: I believe it was the property owner. I will have to look at it. It was a while back. I do know that the commission granted a little bit of time.

Chairman Sisney: It makes a difference to me because we granted her that variance and she didn't follow through.

Assistant City Manager: You are welcome to come and speak to the city commission about that. I took your recommendation to the city commission, and they heard the applicant, and they made the decision. I can't override the city commission's decision.

Vice Chairman Buhler: I believe Jay was involved with it as well, correct?

Assistant City Manager Alvarez: Yes.

Chairman Sisney: Do we know what they have been granted?

Assistant City Manager Alvarez: Let me get the exact information and email it to you. I will find out what meeting that was at and I'll pull the actual minutes from that meeting and highlight those out and send them over to you with the action the commission took. Any other questions?

Member Kent: The last meeting Kyle Smith came and spoke about Air BnB. It's something that has been a concern to me, having lived in another small town and having seen what a short-term rental business does to a town is not always positive. How would the city go about writing regulations about how many Air Bnb's there can be, where they can be?

Assistant City Manager Alvarez: We do have a municipal code and ordinance pertaining to short-term rentals the city clerk's office can send you guys that information. You can also schedule that to be on your meeting also do a workshop and work with your board. You guys can come up with changes if you guys do your research on different municipalities and how they regulate and then hash it out as a board together and come up with a draft. That draft could then at that point go to city commission, it's a process to review and ordinance change but it is not unheard of.

Chairman Buhler: There are a lot of people who are using their places and short-term rentals, and the city is not getting the fee.

Assistant City Manager Alvarez: I know that has come up at the lodger's tax meeting. I'm not really familiar with the lodger's tax board. I don't know if any of you guys attend the lodger's tax. Otherwise, my recommendation would be to reach out to Angela at the clerk's office first because all the lodgers tax payments and everything goes through there. I know they have done a lot of research with Air BnB and how to collect money, it is hard to find which ones are doing it and which aren't, who is paying and who is not. They have done a lot of background into it. Take the time first to talk with Angela. Any recommendations you guys have on how we could potentially strengthen that ordinance and bring people into compliance. I go back and forth, the Air BnB's are great for bringing people into town but too many Air BnB's means you don't have long-term rentals for people to stay in. Ordinance is old, it started when Air BnB's and short-term rentals first started. I think there is room for improvement. That's where you guys as a board get to look those over and hash them out and come to a recommendation and agreements as a board, whether you are able to do it all in one meeting as a workshop or maybe you need to have 2 or 3 different meetings. Would the board like that on the agenda?

Chairman Sisney: Member Kent will you be here September?

Member Kent: No.

Assistant City Manager Alvarez: Is that something you would rather be in attendance with.

Member Kent: Yes, but since I'm not going to be here for the next couple months, I also don't want to hold it up. I would be ok if everyone else is ok to do it over the phone.

Member Luchini: Do we have to do it during a regular scheduled meeting, or can we have a special meeting?

Assistant City Manager Alvarez: You can, you guys have the opportunity to call a special meeting anytime you want.

Vice Chairman Buhler: I think it's important to do a little bit of research and see what other cities are doing.

Assistant City Manager Alvarez: My recommendation is that you guys do a workshop with you guys just hashing things out and coming up with some ideas and then potentially scheduling a public workshop where you can get the public to come in and get their input. When it gets to a point where you have a draft that you want us to take to the commission, the draft will go first to the commission for publication that would publish out for 30 days, then it would go back to the commission as a public hearing and a final adoption so, there would be public input that would come in. I would highly encourage you guys to attend the meetings that they are on as well so you can advocate to the commission.

Member Kent: The 9am meetings?

Assistant City Manager Alvarez: Yes. I would start with Angela at the city clerk's office and even the lodgers tax board and see what research they have done.

Vice Chairman Buhler: I think we should wait until you come back.

Member Kent: We could do research in the meantime. Look into other small towns and read their ordinance.

Vice Chairman Buhler: I don't know if it's possible, but people do well with advertising heads on beds. So, all of people probably do advertise their Air BnB's the ones that are doing it if they could get some money to help with their advertising that might an incentive for people to come forward and pay the city.

Assistant City Manager Alvarez: I believe we collect through Air BnB. Everyone who is on Air BnB we get a percentage.

Vice Chairman Buhler: Is it a yearly check?

Assistant City Manager Alvarez: I believe it is monthly. Definitely get with Angela. She and Chelsea from Accounts Receivable have worked very hard on that one.

Member Kent: I think the biggest thing that needs to be discussed is how many should be allowed and how disbursed they should be throughout the town, so we don't have a whole block, that's nothing, but Air BnB's that aren't being rented.

Vice Chairman Buhler: Or it would have to be some type of a revolving thing. Because it can't be the same people all the time that get to Air BnB their place.

Member Kent: Well, if you buy a permit. That's how it happens in many towns, the is x amount of permits you want it you pay for it. If you didn't get one you wait till there is one available. Air BnB was never meant to be like I bought 17 properties and I'm just going to let them sit here empty. It was supposed to be I have a second home and I'm not using it for 4 months if someone would like to stay there you are welcome. It's turned into this thing where towns are half empty because it all Air BnB's, they are not renting enough, and no one is doing long term rentals so no one can live in them that lives here locally or anywhere locally.

Vice Chairman Buhler: there is a problem there is not very many places for people to live here in town.

Member Kent: Right because they are all Air BnB's sitting empty.

Assistant City Manager Alvarez: Do you know which meeting you will be back at?

Member Kent: I should be back in November.

Assistant City Manager Alvarez: In attendance potentially? So maybe we could put it on the October meeting to figure out a date.

Member Kent: I should know by then.

8. ADJOURNMENT:

Chairman Sisney made a motion to adjourn.

Member Luchini second the motion.

Motion carried unanimously.

Chairman Sisney adjourned the meeting at 4:30 p.m.

PASSED AND APPROVED ON THIS 9th DAY OF September, 2024.

Chris Sisney, Chairman
Planning & Zoning Board



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: G.3

SUBJECT: Charging & Fueling Infrastructure Grant Application
DEPARTMENT: Electric Department
DATE SUBMITTED: August 23, 2024
SUBMITTED BY: BO EASLEY, ELECTRIC DEPT. MANAGER
WHO WILL PRESENT THE ITEM: BO EASLEY, ELECTRIC DEPT.

Summary/Background:

To go over the Charging and Fueling Infrastructure Grant Program application as well as the funding for it.

Recommendation:

Approval of the application and funding.

Attachments:

- Application

-

Fiscal Impact (Finance): Yes

Match funding for the project.

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 8-28-24

ChargePoint® Express Plus

Your building block for corridor charging success



The DC fast charging solution that grows with you

Express Plus is scalable by power, capacity or both, giving you the flexibility to add charging stations or power as EV demand grows.

Power your business with a fully integrated charging solution.

A comprehensive suite of services and integrated software ensure your charging solution is intuitive for drivers and effortless for you to manage.

Get long-term value from your Express Plus charging stations.

Maximize your investment over time with reliable, highly scalable hardware, simple customer loyalty integration and flexible financing options.

Leverage the experience of an established charging provider.

Unrivalled expertise, dedicated support and powerful integrations ensure peak performance and streamlined management of your charging solution.

Who can benefit



Corridor and NEVI-funded sites



Fuel & convenience retail

Benefits of ChargePoint Express Plus

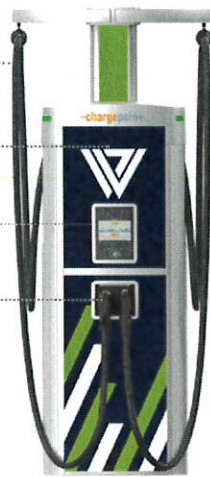
500 A Liquid-cooled cables enable the fastest charging rates for all vehicles.

Own the customer experience and showcase your brand.

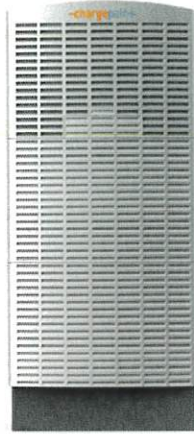


The top-of-the-line, intuitive display shows promotions, charging sessions and payment.

Charge nearly any EV with ChargePoint® Omni Port, which automatically dispenses a CCS1 or NACS (Tesla) connector to match the EV in use.



Express Plus
Power Link



Express Plus
Power Blocks

Cable management, built-in LEDs and aerial lighting improve the driver experience.

Simultaneous charging allows charging two vehicles at one station.

Modularity enables dynamic delivery of high power depending on which type of vehicle is charging.

Power is shared in 40kW increments and held in Power Blocks to support optimum power, service and scale.

Technical specifications

Feature	Description
Power	Up to 1.2 MW, dependent on cable amperage and Power Block configuration
Authentication	RFID, tap to charge (NFC), remote via mobile app or in vehicle, EMV credit/debit card chip reader (optional)
Connector	CCS1, NACS (optional with Omni Port), CCS2, SAE, Megawatt Charging System for Electric Vehicles
Network communication protocol	OCPP 2.0.1
Certifications	CTEP/NTEP, UL Listed, Energy STAR Certified
FHWA	Buy American compliant options available

Let's get started

Ready to deploy smart charging for your organization? Our EV charging experts will help you identify your charging goals, advise on the best approach and help evaluate your site.

[Connect With an Expert](#)

ChargePoint, Inc. ("ChargePoint") reserves the right to alter product offerings and specifications at any time without notice. ChargePoint is not responsible and disclaims any and all liability for typographical or graphical errors, inaccuracies or incompleteness that may appear in this document. This document does not expand or otherwise modify ChargePoint's terms and conditions of purchase, including but not limited to the warranty, addressed therein.

Copyright © 2024 ChargePoint, Inc. All rights reserved. CHARGEPOINT is a U.S. registered trademark/service mark, and an EU registered logo mark of ChargePoint, Inc. ASSURE and CHARGEPOINT AS A SERVICE are U.S. registered trademarks of ChargePoint, Inc. All other products or services mentioned are the trademarks/service marks, registered trademarks or registered service marks of their respective owners.
BRS-EXPRESS-01 July 2024 PN 75 001575-02.1



Listed by Underwriters
Laboratories Inc.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: G.4

SUBJECT: Discussion/Action – ITB 23-24-010 Recommendation to Award a Construction Contract to Morrow Enterprises, Inc. in the Amount of \$1,840,000.00 (excluding NM Gross Receipts Tax) and Authorize the City Manager to Sign Said Contract for the Construct Terminal Apron Project at the Truth or Consequences Municipal Airport

DEPARTMENT: Community Development

DATE SUBMITTED: August 21, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Cheryl Rodriguez, Project Manager, Delta Airport Consultants, Inc.

Summary/Background:

The existing asphalt pavement for the terminal apron has numerous longitudinal and transverse cracks, isolated spalling, and raveling. The north end of the apron adjacent to the existing aviation fuel facility contains a mixture of paved and unpaved surfaces and is covered with pea gravel material. This gravel is generating a significant amount of foreign object debris (FOD) when aircraft taxi and tender fuel trucks drive in this area. This FOD is tracked onto adjacent taxiways and aprons, which can cause damage to aircraft. The rehabilitation of the terminal apron will allow the Airport to have a fully functional and operational apron with an extended useful life constructed to Federal Aviation Administration (FAA) standards with proper access and marking. The project was designed and competitively bid with current, applicable FAA requirements. All proposed on-airfield construction will be completed with current, applicable FAA requirements.

The project is being funded by the Federal Aviation Administration (55% of total project costs) and the New Mexico Department of Transportation – Aviation Division (44% of total project costs).

Recommendation: *Approve Contingent Upon Receipt and Execution of the Federal Aviation Administration FY 2024 Airport Improvement Grant, the Federal Aviation Administration FY 2024 Bipartisan Infrastructure Law – Airport Improvement Grant, and the New Mexico Department of Transportation – Aviation Division FY 2025 Grant*

Attachments:

Contract Documents

Fiscal Impact (Finance): Yes

The local share requirement is \$24,079, which represents 0.91% of total project costs.

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 8-28-24

Contract

THIS AGREEMENT, dated the _____ of _____, 2024, between the City of Truth or Consequences (Party of the First Part, hereinafter called the Owner) and Morrow Enterprises, Inc (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the said Owner, for the consideration herein mentioned in his/her proposal and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in good, firm, substantial, and workmanlike manner, the work specified in strict conformity with the Drawings, and the Specifications hereinafter set forth. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal, for the Rehabilitate Terminal Apron project at the Truth or Consequences Municipal Airport.

The Contractor shall commence the work with adequate force and equipment on a date to be specified in a written order of the Owner and shall complete the work within the calendar day contract time, to include any Milestone time periods, specified in the Drawings and Specifications from and including said date. The Contractor shall fully guarantee his/her workmanship and materials furnished for a period of one year following the date of final acceptance of the work. The performance and payment bonds shall remain in full force for this one year period. As a condition of final acceptance, the Contractor shall have executed, and submit to the Owner, the "Warranty of Construction" and the "Lien and Claims Release" forms that have been attached to this contract document.

If said work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages and not as a penalty, the amount specified in the Drawings and Specifications per calendar day for each and every part of a day thereafter that said work remains substantially uncompleted.

The Owner shall pay and the Contractor shall receive the unit prices stipulated in the Contractor's Proposal hereto attached as full compensation for everything furnished and done by the Contractor in the estimated total of One million eight hundred forty thousand Dollars and no cents (\$1,840,000.00) Plus applicable New Mexico Gross Receipts Tax based on the quantities completed in an acceptable manner, which sum shall be paid in the manner and terms specified in the Contract Documents, but, before issuance of certificates of payments if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such just claim. Items of work called out in the plans or specifications, that are not specifically listed in the bid form, shall be considered as incidental to a listed bid item(s), or to the project as a whole.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the first party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the second party shall at its expense, within five days after the receipt of notice from the first party so to furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second

party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

In the event that it should become necessary, any question or controversy regarding formation, construction, interpretation, validity, and enforcement of this Agreement, and the rights or obligations of the signatory parties hereto, shall be resolved only by lawfully instituted proceedings in the Circuit Court of the County of Sierra, New Mexico (state), and the substantive law of the New Mexico (state) or federal law, where applicable, shall govern resolution of any such question or controversy. In the event any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties.

The _____ of the _____ was authorized to sign this Agreement on behalf of said _____ by Resolution of said _____ -adopted on the _____ day of _____ 20_____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Triplicate, the _____ day
of _____, 20_____.

OWNER:

Owner

Address

ATTEST:

Signature

Name

Title

CONTRACTOR:

Morrow Enterprises, Inc
Contractor

6525 Picacho Ave

Address

Las Cruces, NM 88007

ATTEST:

Signature

Name

Title

(SEAL)

Approved As To Form

BY: _____

(Owner's Attorney)

Page Intentionally Blank

Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that Morrow Enterprises, Inc as Principal, hereinafter called Contractor, and _____ a corporation duly organized under the laws of the State of New Mexico, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Truth or Consequences, as Obligee, hereinafter called Owner, in the amount of One million eight hundred forty thousand Dollars and no cents (\$1,840,000.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____ 2024, entered into a contract with Owner for Construction of the Rehabilitate Terminal Apron project and other associated items at the Truth or Consequences Municipal Airport in accordance with Plans and Specifications prepared by Delta Airport Consultants, Inc., 7804 Pan American East Freeway NE, Suite 4, Albuquerque, NM 87109, Telephone: (505) 797-4921, Fax: (505) 797-1725, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then his/her obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever the Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and made available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, 20_____.

Principal

Surety

Signature

Signature

Name

Name

Title

Title

Seal By:

Seal By:

Title

Title

(SEAL)

(SEAL)

Labor and Material Payment Bond

100% OF THE CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS: that Morrow Enterprises, Inc., as Principal, hereinafter called Contractor, and, _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Truth or Consequences, as Obligee, hereinafter called Owner, respectively, for the use and benefit of claimants as hereinbelow defined, in the amount of One million eight hundred forty thousand Dollars and no cents (\$1,840,000.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreements dated _____, 2024, entered into a contract with Owner for the Rehabilitate Terminal Apron project and other associated items at the Truth or Consequences Municipal Airport in accordance with Performance Specifications prepared by Delta Airport Consultants, Inc., 7804 Pan American East Freeway NE, Suite 4, Albuquerque, NM 87109, Telephone: (505) 797-4921, Fax: (505) 797-1725, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor, and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Agent that every claimant as herein defined, who has not been paid in full before the expiration of period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Agent or Owner shall not be liable for the Payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant other than one having a direct contract with the Contractor shall have given written notice to any two of the following: The Contractor, the Agent, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

-
- b) After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied on this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' lien which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ 20____.

Principal

Surety

Signature

Signature

Name

Name

Title

Title

Seal By:

Seal By:

Title

Title

(SEAL)

(SEAL)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: G.5

SUBJECT: Discussion/Action: Approval of FY25 Clean and Beautiful Draft Grant Agreement for staff or mayor to execute

DEPARTMENT: Community Services

DATE SUBMITTED: August 22, 2024

SUBMITTED BY: O.J. Hechler

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

Summary/Background: The City of Truth or Consequences is collaborating with Mainstreet and has been selected to receive a grant award of \$18,800.60 to aid in completing designated initiatives that consist of two cleanup events, providing access to proper waste disposal, preventing litter, painting of trash cans, recycled benches and tables, and other efforts to make our community cleaner.

Recommendation:

Approve staff or mayor to execute grant agreement

Attachments:

- Award Letter
- Grant 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 8-28-24



STATE OF NEW MEXICO
Tourism Department

Lamy Building
491 Old Santa Fe Trail
Santa Fe, NM 87501
Phone: (505) 795-0343

Michelle Lujan Grisham
Governor

Howie Morales
Lt. Governor

Lancing Adams
Acting Cabinet Secretary

Jennifer Saavedra
Deputy Cabinet Secretary

July 18, 2024

Becca Eza
director@torcmainstreet.org

Traci Alvarez
talvarez@torcnm.org

Dear City of Truth or Consequences,

Thank you for your interest in the FY25 cycle of the New Mexico Tourism Department's Clean and Beautiful grant program. After careful assessment, the NMTD Tourism Development Division is delighted to announce that, the City of Truth or Consequences has been selected to receive a grant award of \$18,800.60 to aide in completing designated initiatives outlined in your FY25 grant application. Please know that we were very impressed by the level of commitment your organization has for the community.

Your grant application and projects illustrate your desire to beautify your community through sustainable tasks that encourage civic pride. It is our pleasure to recognize these efforts and together we will work with the City of Truth or Consequences to ensure that your projects are successful.

Please confirm your interest in participating via e-mail to Chantal Sandoval, Clean and Beautiful Program Coordinator at chantal.sandoval@td.nm.us **NO LATER THAN Thursday, July 25, 2024**, so that we may proceed with the grant agreement and next steps.

Best,

A handwritten signature in cursive script that reads "Holly Kelley".

Holly Kelley
Tourism Development Director
Holly.Kelley@td.nm.gov

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

THIS AGREEMENT, numbered **25-418-6002-00057-00**, 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. Agree and acknowledge project funds shall not be used for purposes other than those outlined and specified in Exhibit A.
- D. Request and obtain prior approval from NMTD for any and all modifications to the awarded initiatives and approved expenditures outlined in *Exhibit A*.
 1. Partners are allowed to submit up to three Budget Amendment Requests per grant cycle, one request each quarter between Quarters 1 – 3, July 2024 – April 2025
 2. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change to approved expenditures.
 3. In the event Partner modifies an awarded initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all awards or works in progress.

- E. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.
- F. Comply with NMTD mandatory reporting procedures.
 - 1. Partner shall submit a Quarterly Milestone Report each quarter to NMTD staff via Survey Monkey Apply. Quarterly Milestone Reports must include progress information and photos.
 - 2. Partners must participate on or before December 30, 2024, in a Mid-Point Huddle virtual check-in meeting with NMTD staff, as described in *Exhibit B*.
- G. Submit all required documentation in a timely manner for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.
 - 1. Submissions must be fully accurate and complete. Incomplete or ineligible requests will not be processed.
- H. Agree that grant funds must be expended on or before June 30, 2025.
- I. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.

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*.

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, 2025**. Either party may terminate or seek to further negotiate this Agreement upon sixty (60) 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 S. Sandoval, Clean & Beautiful Program Manager
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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Cabinet 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, General Counsel NMTD

By: _____ Date: _____
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

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

FY25 New Mexico Clean & Beautiful Grant Program

EXHIBIT A

PROJECT AWARD SCHEDULE

CITY OF TRUTH OR CONSEQUENCES

Goals & Objectives	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
End Littering					
1.1 Anti-litter Signage <i>Approved Expenditures: Metal anti-litter signage</i>	\$348.60				
1.1 Receptacle Paint <i>Approved Expenditures: Primer & sealant for trash receptacles</i>	\$400.00				
1.2 Receptacles <i>Approved Expenditures: Eight trash receptacles</i>	\$6,500.00				
1.2 Cigarette Urns <i>Approved Expenditures: Cigarette butt receptacles</i>	\$2,467.00				
1.2 Pet Waste Station <i>Approved Expenditures: Pet waste stations and shipping</i>	\$1,300.00				
Reduce Waste					
2.5 Bluestar & Evelyn Renfro Parks - Recycled Benches & Tables <i>Approved Expenditures: Standard and ADA recycled tables & benches</i>		\$7,785.00			
Beautify Communities					
Empower Youth					
Increase Program Capacity					
Goal Subtotals	\$11,015.60	\$7,785.00	\$0.00	\$0.00	\$0.00
Total Award			\$18,800.60		
Approved by: <i>Holly Kelley</i> Date 08.06.2024					
NMTD Tourism Development Division Director					

EXHIBIT B

NEW MEXICO TOURISM DEPARTMENT CLEAN AND BEAUTIFUL GRANT PROGRAM FY25 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, units of government, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct New Mexico State Tax ID 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.

INELIGIBLE EXPENDITURES

NMTD shall have the right in its sole discretion to approve or disapprove Partner's projects and/or expenditures submitted for final reimbursement. Items identified by the Department pursuant to the Keep America Beautiful and the Litter Control and Beautification Act that are ineligible for purchase with grant funds include but are not limited to:

- | | |
|---|------------------------------------|
| • Benches and tables made from non-recycled material | • Landscaping fabric |
| • Disinfectant wipes | • Landscaping pavers |
| • Disinfectants & air fresher | • Landscaping rock |
| • Fencing materials | • Leather and cotton gloves |
| • Food and/or drink | • Lighting |
| • Fuel | • Rakes |
| • Gardening tools | • Shears |
| • Hardware for signage: trash receptacles & benches, etc. | • Shovels |
| • Heavy machinery rentals | • Watering hoses |
| • Irrigation | • Weed barrier & eradication spray |
| • Labor (with the exception of youth subcontractors) | • Wheelbarrows |

GRANT AGREEMENT

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

INITIAL DISBURSEMENT OF FUNDS

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](#).

COMPLIANCE REPORT REQUIREMENTS

Partner shall submit a Quarterly Milestone Report each quarter to NMTD staff via Survey Monkey Apply.

- Quarterly Milestone Reports shall include progress for all approved projects including but not limited to:

- Implementation updates
- Existing or anticipated challenges
- Anticipation for Budget Amendment Requests
- Photos and videos
- Media mentions

Partner shall participate in a Mid-Point Meeting with NMTD staff on or before December 30, 2024.

- Partner must provide up-to-date financial documentation and current Project Expense Worksheet.
- Partner must provide project progress updates for all grant funded projects.

MEMORANDUMS OF UNDERSTANDING WITH NONPROFIT ORGANIZATIONS AND SCHOOLS

Unless previously approved by the Department, this grant shall not benefit any person or organization other than the awarded Partner. In the event Partner chooses to partner with a local non-profit or New Mexico school district to implement and complete an awarded project or initiative, Partner must provide either a Memorandum of Understanding, sub-agreement and/or signed attestation detailing their performance and responsibilities relating to the grant award.

VOLUNTEER SIGN-SHEETS

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Sign-in sheets should specify the name, age, event, date, location and time logged. All volunteer names must be clear and legible.

YOUTH EMPLOYMENT VERIFICATION

Individuals from the ages 14 to 25 years of age may be hired to provide leadership opportunities and contribute to Partner's awarded initiative. Youth Employment Verification forms are required for each youth employed and must be submitted to the Department. Partner will not be reimbursed for hired youth interns absent the required forms.

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 nongovernment 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. Volunteer Sign-In sheets must include event date, location, and number of hours volunteered. 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://independentsector.org/resource/value-of-volunteer-time>.

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 2, 2025:

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

Final Reimbursement Request Packet should include, submitted no later than July 3, 2025:

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

*Eligible back-up documentation includes:

1. Invoices or receipts

AND

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

SUBMISSION REQUIREMENTS

Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: <https://nmtourism.smapply.io/>

PROGRAM RESOURCES

All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage at: <https://nmtourism.smapply.io/res/p/nmcbresources/>

PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Manager (Chantal Sandoval) will establish communication schedules and provide technical (programmatic) 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 28, 2024

Agenda Item #: G.6

SUBJECT: Discussion/Action – Donation of 10,000 Gallon Fuel Tank to Sierra County for Monticello Fire Dept

DEPARTMENT: Community Development

DATE SUBMITTED: August 22, 2024

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

10,000 gallon fuel tank previously used by the Air Force was decommissioned back in the 90's. Tank has been sitting unused at the Municipal Airport since then. Monticello Fire Dept is requesting the city donate the tank and attached piping for the purpose of water storage in Cuchillo for firefighting purposes.

Recommendation:

Approve donation of Tank

Attachments:

- Letter of request to donate
- Pictures of Fuel Tank

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-28-24



Monticello Fire Department

**1712 N Date St Suite D
Truth or Consequences, NM 87901
(575)743-2146
Fire Chief Matthew Orosco
monticellovfd@gmail.com**

Attn: Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Greetings,

The Monticello Volunteer Fire Department is requesting the donation of a 10,000-gallon fuel tank and attached piping located at the Truth or Consequences Municipal Airport that is no longer in service.

Battalion Chief Larry Mullenax will be coordinating the removal of the tank from its current location upon the City Commission's approval.

We plan to use the tank for water storage at our station in Cuchillo as we current do not have any water stored in addition to what is on the trucks at that station. The community and department both would greatly appreciate the added relief of more water for firefighting purposes. Thank you for your consideration.

Best regards,

Matthew Orosco
Chief
Monticello Volunteer Fire Department
575-680-0508











CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: G.7

SUBJECT: Discussion/Action – Review/Accept offers to Purchase Reed Rocket Sculpture

DEPARTMENT: Community Development

DATE SUBMITTED: August 21, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Public Advisory Art Board and City Commission approved Artist Jeff Barbour's request to sell the Reed Rocket Sculpture. Art was advertised for 3 weeks. Offer(s) have been received.

Recommendation:

Review offers for potential acceptance

Attachments:

- Sale Ad
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-28-24

FOR SALE BY THE CITY OF TRUTH OR CONSEQUENCES
REED ROCKET SCULPTURE
BY JEFF BARBOUR

SCULPTURE CONSISTS OF 14 METAL REED ROCKETS WITH DISPLAY STANDS ORIGINALLY DESIGNED TO BE DISPLAYED IN A GRID PATTERN 4-5 FEET APART TO SWAY IN THE WIND. TO VIEW DISMANTLED SCULPTURE PIECES OR OBTAIN SCOPING PLAN, PLEASE CONTACT THE CITY.

VIA US POSTAL MAIL TO:	HAND DELIVER TO:	VIA EMAIL TO:
ATTN. TRACI ALVAREZ	COMMUNITY DEVELOPMENT	TALVAREZ@TORCNM.ORG
505 SIMS STREET	401 MCADOO STREET	
T OR C, NM 87901	T OR C, NM 87901	
		575-952-0565

RECOMMENDED OFFER IS SUGGESTED TO BE \$1,000.00 OR BEST OFFER
THE CITY WILL RECEIVE AND ENTERTAIN ALL OFFERS WHICH WILL BE PRESENTED TO CITY COMMISSION FOR FINAL ACCEPTANCE AT THEIR REGULARLY SCHEDULED COMMISSION MEETING ON AUGUST 28TH.

ALL OFFERS MUST BE RECEIVED BY 5PM ON AUGUST 26TH TO BE CONSIDERED. OFFERORS ARE ENCOURAGED TO ATTEND THE CITY COMMISSION MEETING FOR ANY Q&A BY THE CITY COMMISSION IN CONSIDERING OFFERS.





City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 28, 2024

Agenda Item #: G.8

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: August 20, 2024
SUBMITTED BY: Leiandra Guerra, CPO
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

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

Recommendation:

Approval Recommended by Finance Director

Attachments:

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

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC agendas 8-28-24

**PURCHASE REQUISITION APPROVAL
COMMISSION MEETING 08/28/2024**

2024-25 Fiscal Year

[illegible]

ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Rolf Hechler, Mayor

Date _____



City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

August 20, 2024

Dear Mayor Hechler, Mayor Pro-Tem Forrister and City Commissioners:

RE: MOHAWK LIFTS LLC- FLEET SERVICES- SOURCEWELL #121223-MRL

The Fleet/Service Center department, would like to utilize our Sourcewell Agreement Contract, to purchase a new lift and a 20,000lb high rise stand. These items are subject to approval based on the requirement for approvals over the \$20,000 Dollar threshold.

I am requesting our City Commission to publicly approve this purchase and allow me to move forward with this procurement.

Please, see attached:

Fund: 600-Internal Service

Total Cost: \$58,508.53

Respectively,

Leiandra Guerra,
Chief Procurement Officer

ROLL CALL APPROVED OR DENIED:

Mayor, Rolf Hechler: Approved: ____/Denied: ____

Mayor Pro Tem, Amanda Forrister: Approved: ____/Denied: ____

Commissioner, Destiny Mitchell: Approved: ____/Denied: ____

Commissioner, Merry Jo Fahl: Approved: ____/Denied: ____

Commissioner, Ingo Hoepfner: Approved: ____/Denied: ____

Final Motion: Approved: ____/Denied: ____

Date: _____ Purchase Order No. # _____



REQUISITION

Requisition #: 92903

Date: 08/19/2024

Vendor #: 9121

ISSUED TO: MOHAWK LIFTS LLC
PO BOX 110
AMSTERDAM, NY 12010-0110

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	4 HIGH RISE STAND 10-THR		1,655.25 600-7003-80845	6,621.00
2	1 76,000LB MOBILE COLUMN LIFT		51,887.53 600-7003-80845	51,887.53
PO Description: LIFTS FOR SERVICE CENTER Detailed Description: LIFTS FOR SERVICE CENTER SEE ATTACHED QUOTE SOURCEWELL #121223-MRL- SEE ATTACHED				

Authorized By: _____

SUBTOTAL:	58,508.53
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	58,508.53

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
800-833-2006 x1000



For purchase of GRAY equipment using:
Sourcewell Contract #
121223-MRL
02/07/2024 - 02/12/2028

PREPARED FOR
Leslie Romero
Truth or Consequences Fleet Admin
2700 S. Broadway
Truth or Consequences, NM 87901

QUOTE NO		QUOTE DATE	
Truth.WPLS-190, set of 4.07092024		8/20/2024	
Freight Terms: Payment Terms: Lead Time:		FOB Destination, Prepaid Net 30 Up to 60 Days ARO*	
Good Through: September 19, 2024			

[illegible]

All quoted equipment has been Competitively Bid and Competitively Awarded on Sourcewell Contract # 013020-MRL, and is Guaranteed Best government pricing.

NOTES:

Click here for Mohawk Lifts LLC's W-9: www.mohawklifts.com/Mohawk-W9

This quotation is subject to the terms and conditions noted on the following page

v8.23

TERMS AND CONDITIONS

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at www.govlifts.com.
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- 4) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
- 5) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- 6) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers, if applicable.
- 7) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
- 8) Any and all permits, licenses, fees, etc. are the buyers responsibility

To place your order using this quotation, please fill in the following required information:

BILLING INFORMATION

Name: _____
Address: _____

Contact: _____
Phone: _____
Email: _____

SHIPPING INFORMATION

Name: _____
Address: _____

Contact: _____
Phone: _____
Email: _____

Delivery Hours/Instructions: _____

Please provide a tax exempt certificate, if applicable, with order and email to orders@mohawklifts.com

Acknowledged and Accepted by:

_____ Authorized Buyers Name (PRINT)	_____ Authorized Buyers Signature
_____ Title	_____ Date
_____ Phone	_____ Email

Remit orders to:
MOHAWK LIFTS LLC
PO Box 110, Amsterdam, NY 12010
ORDERS@MOHAWKLIFTS.COM
Fax: 518-842-1289