

*Rolf Hechler  
Mayor*

*Amanda Forrister  
Mayor Pro-Tem*

*Merry Jo Fahl  
Commissioner*



*Destiny Mitchell  
Commissioner*

*Ingo Hoepfner  
Commissioner*

*Gary Whitehead  
City Manager*

*505 Sims St.  
Truth or Consequences, New Mexico 87901  
P: 575-894-6673 ♦ F: 575-894-7767  
[www.torcnm.org](http://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 13, 2025; 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. Verizon Wireless Upgrade Presentation. Angelique Williams, Technology Advisor, SLED
2. MainStreet Wayfinding Plan Update. Amy Bell/Cam and Julia Wilde, Revitalization Specialists from New Mexico MainStreet
3. Sanitation Fleet Presentation. Wes Myers, Sanitation Supervisor

### D. PUBLIC COMMENT (3 Minute Rule Applies)

### E. REPORTS

1. City Manager
  - a. Police Department Update.
  - b. Department Head Report
2. City Commission
3. City Attorney

F. CONSENT CALENDAR

1. City Commission Regular Minutes, July 9, 2025
2. City Commission Regular Minutes, July 23, 2025
3. City Commission Special Minutes, July 30, 2025
4. Acknowledge Regular Lodgers Advisory Board Minutes, June 23, 2025
5. July 2025 Accounts Payable

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 09 25/26 for fees and regulations for the use of city canopy tents. City Manager Whitehead
2. Discussion/Action: Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals. Tyler Knull, Code Enforcement Officer

H. NEW BUSINESS

1. Discussion/Action: Special Use Permit and Variance request for 400-406 VanPatten for the development of a Recreational Vehicle Park. Assistant City Manager Alvarez
2. Discussion/Action: Request for Extension of Variance at 1095 E. Riverside. Assistant City Manager Alvarez
3. Discussion/Action: New Mexico Capital Outlay Grant Agreement 25-J3166 Animal Shelter Renovation Project. Assistant City Manager Alvarez
4. Discussion/Action: New Mexico Capital Outlay Grant Agreement 25-J3167 Police Dept. Renovation Project. Assistant City Manager Alvarez
5. Discussion/Action: PNC Building 2024 Property Tax. City Manager Whitehead
6. Discussion/Action: FY 25 Electric Vehicle Infrastructure Grant Funds Award Letter. City Manager Whitehead
7. Discussion/Action: Approval of Purchase Requisitions over \$60,000. Jocelyn Holguin, Finance Director
  - a. Contract #2025-06-005 Highland Enterprises Inc.-ITB #2025-06-005 Ralph Edwards Park Boat Ramp and Dock Award.
  - b. Lonestar Freightliner Group LLC-CES-Direct Purchase- Sanitation/Solid Waste.
8. Discussion/Action: MOU between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program for the use of the Gardner Learning Center. City Clerk Torres
9. Discussion/Action: Re-appointment of Angie D. Torres to the Library Advisory Board. City Clerk Torres
10. Discussion/Action: Re-appointment of Don Armijo to the Public Utility Advisory Board. City Clerk Torres
11. Discussion/Action: Re-appointment of Gil Avelar to the Public Utility Advisory Board. City Clerk Torres
12. Discussion/Action: Review, Approve and/or Allocate Funds to the Veterans Memorial Park & Museum for Billboard Advertisement. City Clerk Torres
13. Discussion/Action: Review, Approve and/or Allocate Funds to MainStreet Truth or Consequences for the Redefine Marketing Campaign. City Clerk Torres
14. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Rock & Gem Society for the 2026 Rock & Gem Show. City Clerk Torres
15. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Rock & Gem Society for application 2 of the 2026 Rock & Gem Show. City Clerk Torres



## I. ADJOURNMENT

**The meeting will be streamed through Facebook Live on the City of Truth or Consequences  
Public Information Facebook Page**

*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 AUGUST 27, 2025, AT 4:00 P.M.**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: *C.1*

**SUBJECT:** Verizon Wireless  
**DEPARTMENT:** Utility/IT  
**DATE SUBMITTED:** July 16, 2025  
**SUBMITTED BY:** Sonya Renfro  
**WHO WILL PRESENT THE ITEM:** Verizon Wireless City Representatives.

**Summary/Background:**  
Verizon Wireless Upgrade

**Recommendation:**

**Attachments:**

- PowerPoint
- .

**Fiscal Impact (Finance):** No

**Legal Review (City Attorney):** No

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 8/13/25



# CITY OF TRUTH OR CONSEQUENCES

Thank you for your **25 years of partnership** with Verizon.





## Advantages and Q3 Promotions

- **Cost Savings:**
  - **20% decrease** in monthly billing for VOIP services.
- **Enhanced Features:**
  - **Network Priority Slicing (VFNS)**, a unique feature no other carrier offers.
  - **Hotspot capabilities** and **TravelPass**.
- **Equipment Upgrades:**
  - **Replaced and updated** all VOIP phones.





## Emergency and Loss of Service

- **Fixed Wireless Options:**
  - Available for immediate connectivity needs.
- **Dedicated Emergency Support:**
  - **Verizon Response Team** available **24/7**.
  - Resources include **mobile cell sites** and **satellite connections** (AST mobile space satellite service).
- **Emergency Hotline:**
  - Contact **800.981.9558** for support.





## Verizon Commitment

- Streamlining business operations with "white-glove treatment."
- Committed to ensuring mission-critical communications remain operational during emergencies.







# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: C.2

**SUBJECT:** MainStreet Trash Can Artists - approval for proposals  
**DEPARTMENT:** n/a  
**DATE SUBMITTED:** August 4, 2025  
**SUBMITTED BY:** Becca Eza, Executive Director of MainStreet T or C  
**WHO WILL PRESENT THE ITEM:** Amy Bell/Cam and Julia Wilde - Revitalization Specialists from New Mexico  
MainStreet

### Summary/Background:

MainStreet Truth or Consequences, in collaboration with Revitalization Specialists from New Mexico MainStreet, has been developing a Wayfinding Plan for the city since last fall. This presentation will provide the Commission with an update on the project's progress, including completed tasks, proposed sign designs, and upcoming steps. The evening prior to the Commission meeting, MainStreet will host two public meetings to share this information with the community and gather additional feedback.

**Recommendation:** Presentation Only.

### Attachments:

- Wayfinding presentation
- .

**Fiscal Impact (Finance):** No

**Legal Review (City Attorney):** No

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 8/13/2025



# WAYFINDING

*Connecting People with Places*





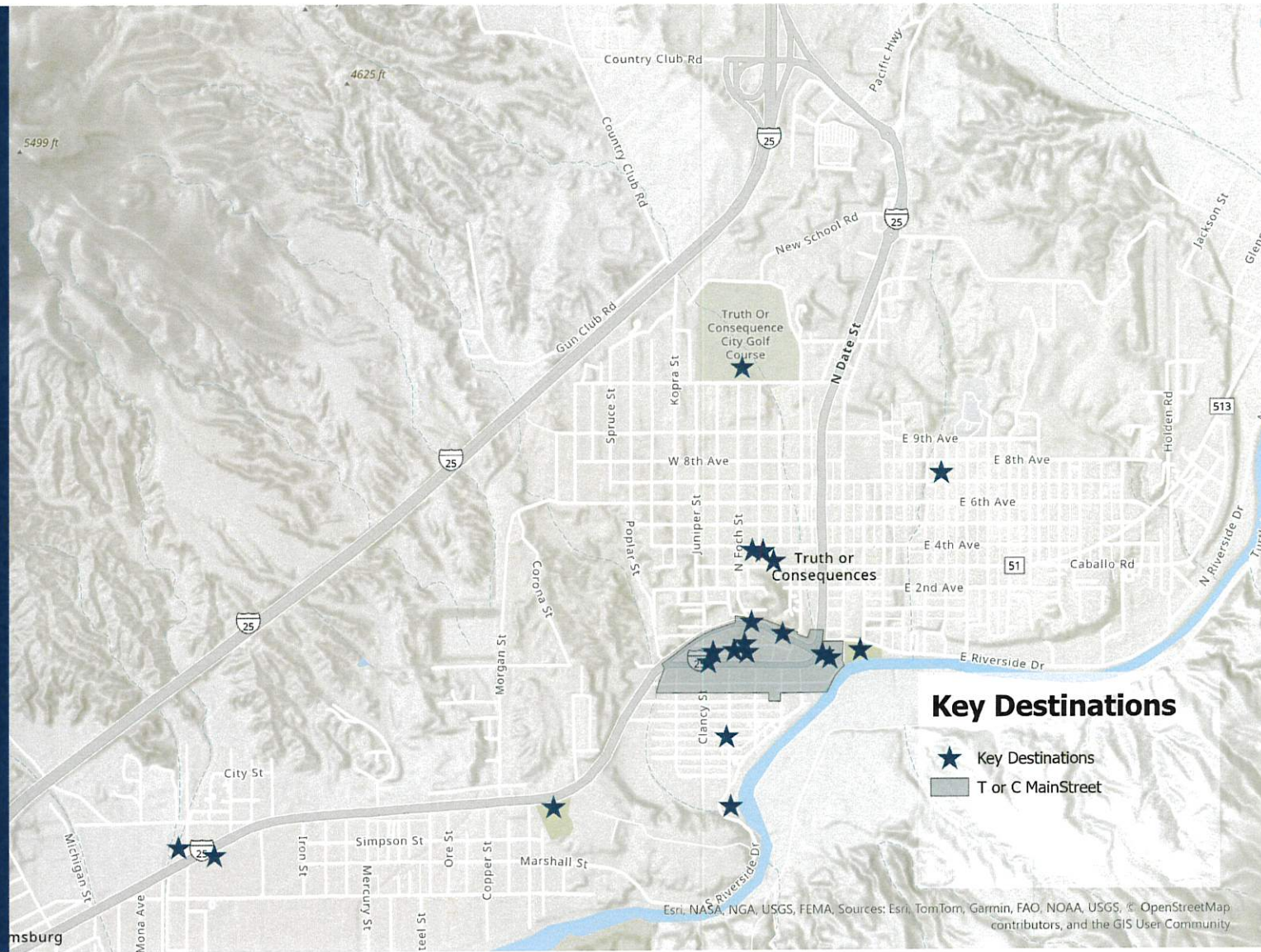
**PREVIOUSLY...**

*Let's catch you up!*

**ON-SITE INVENTORY  
PUBLIC MEETING  
PUBLIC SURVEY  
SIGN DESIGN  
PUBLIC MEETING  
PUBLIC SURVEY**

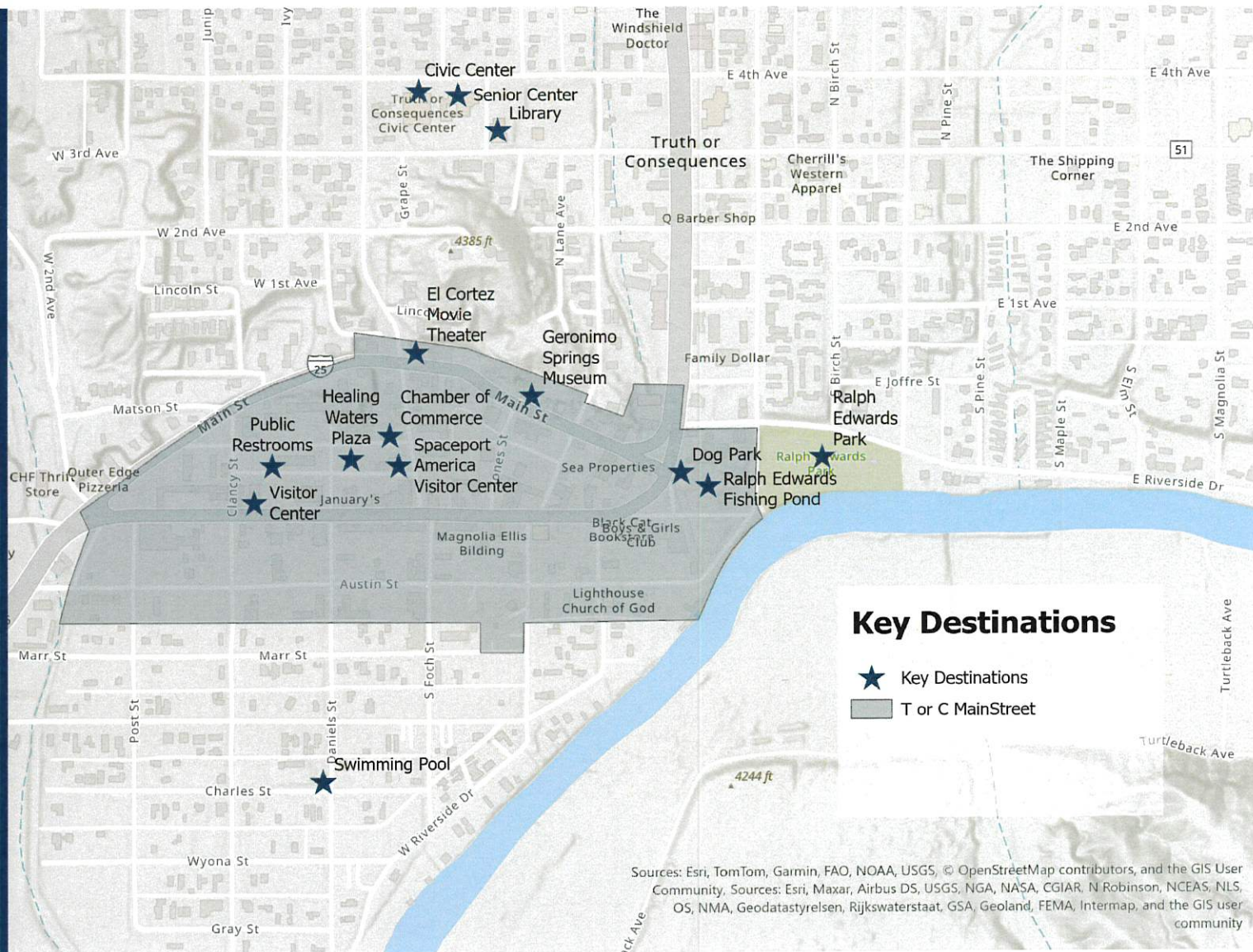


## KEY DESTINATIONS



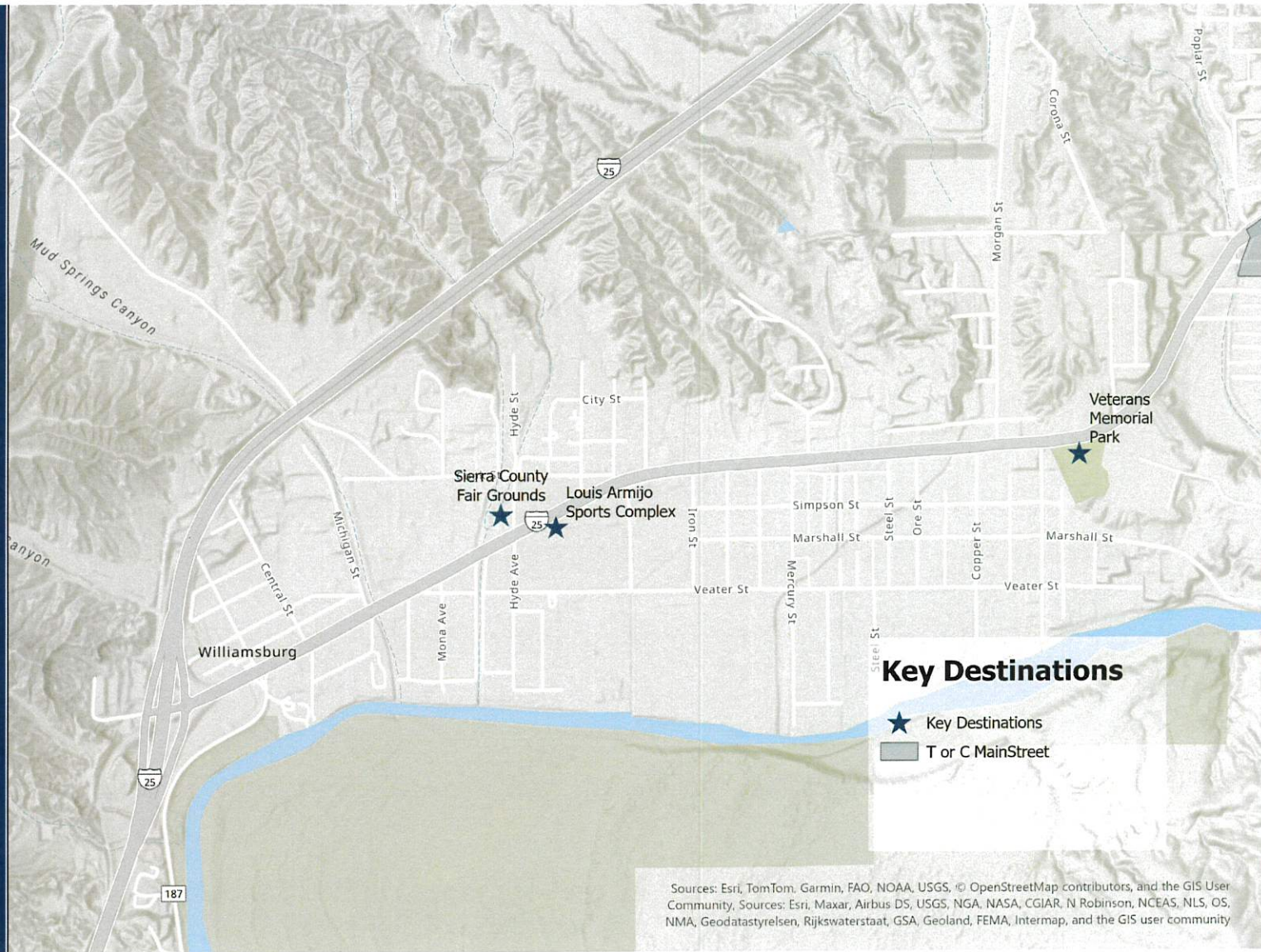


## KEY DESTINATIONS MAINSTREET DISTRICT





## KEY DESTINATIONS



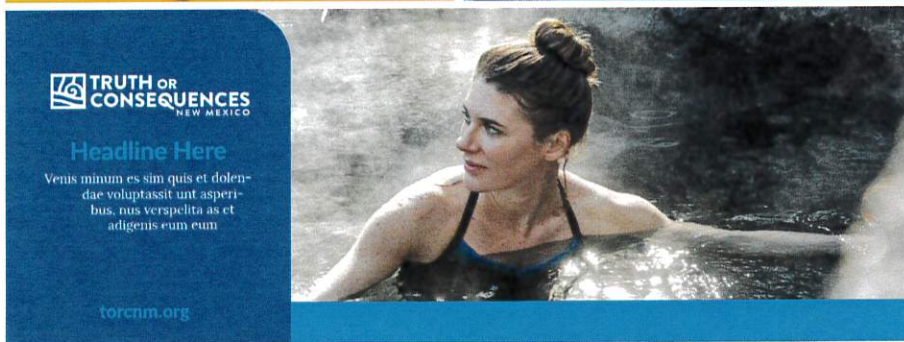




# A SUCCESSFUL WAYFINDING SYSTEM:

- Connects people to places
- Simple
- Celebrates identity
- Supports park once/active transportation
- Accessible/equitable





## Meet the Logo.

The Truth or Consequences logo was thoughtfully developed and designed from extensive volunteer community input with the help of MainStreet Truth or Consequences and New Mexico MainStreet.

## What Does It Mean?

The primary graphic element represents the blending and overlapping of rancher and artist lifestyles.

The movement of the logo represents the movement of wind, water, and the journey of wellness and healing.

The two primary color palettes (named warm day & cool night) represent the duality of small city charm and big city amenities that TorC has to offer in both day and night settings.



**Desert Rose**

**Oasis Orange**

**Fresh Brew**

**Spa Blue**

**Medicinal Blue**

**Space Blue**

**Espresso**

**Charcoal**

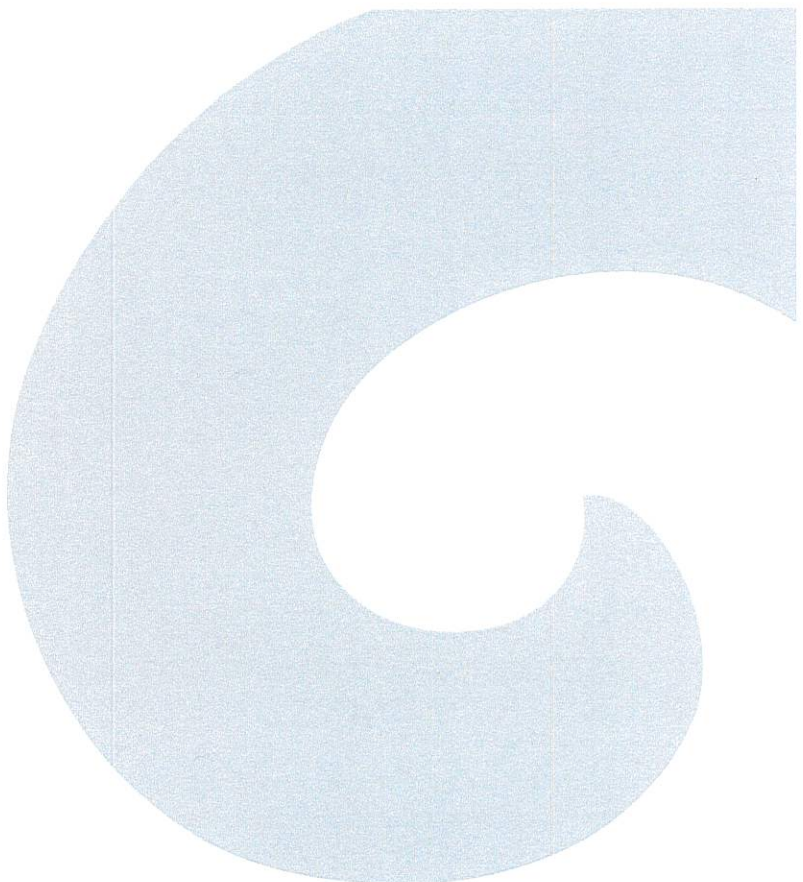
**TorC Black**

**LATO**

**LORA**



# **PUBLIC SURVEY 2 TOP RESULTS**



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**TOP ANSWERS**

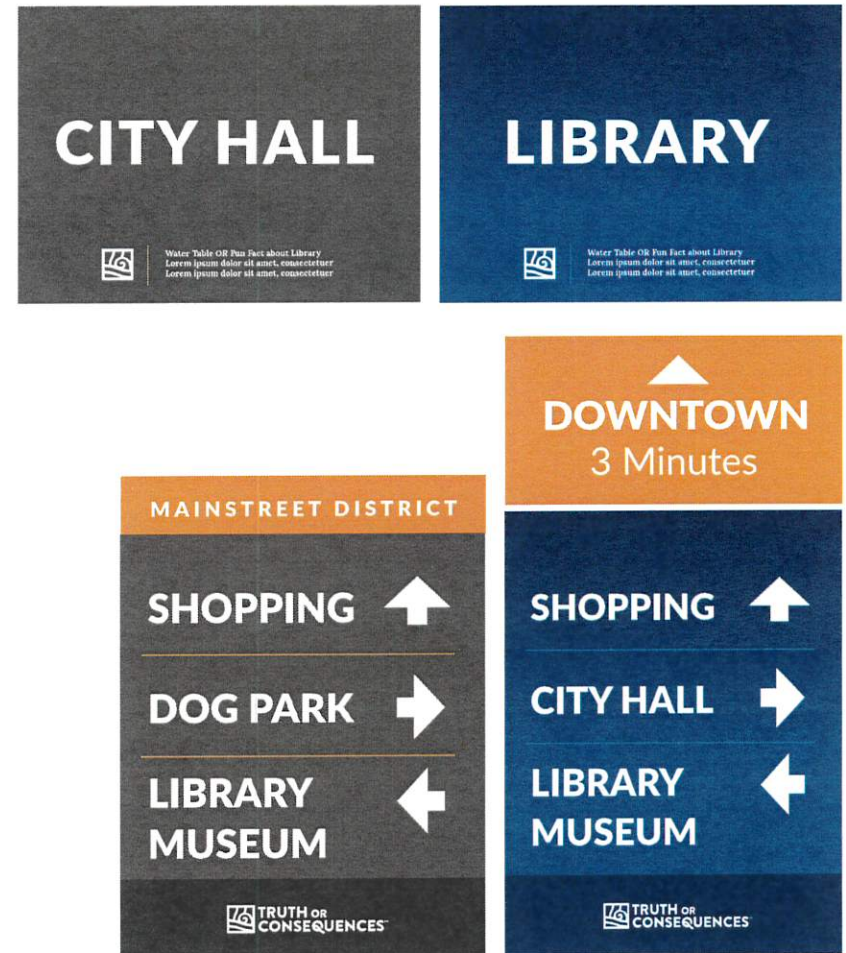




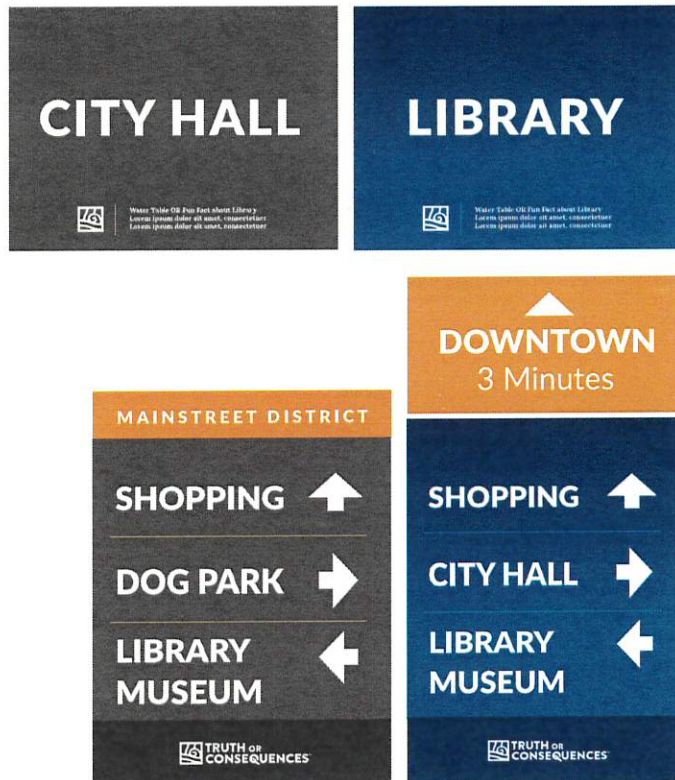
Which of the following  
sign design options best  
represents the Truth or  
Consequences brand?

OPTION B - 58%

OPTION A - 38%







**OPTION B - 58%**



**OPTION A - 38%**



What about the design option you selected best represents the brand?

**Effective use of brand colors**

**It's unique and stands out**

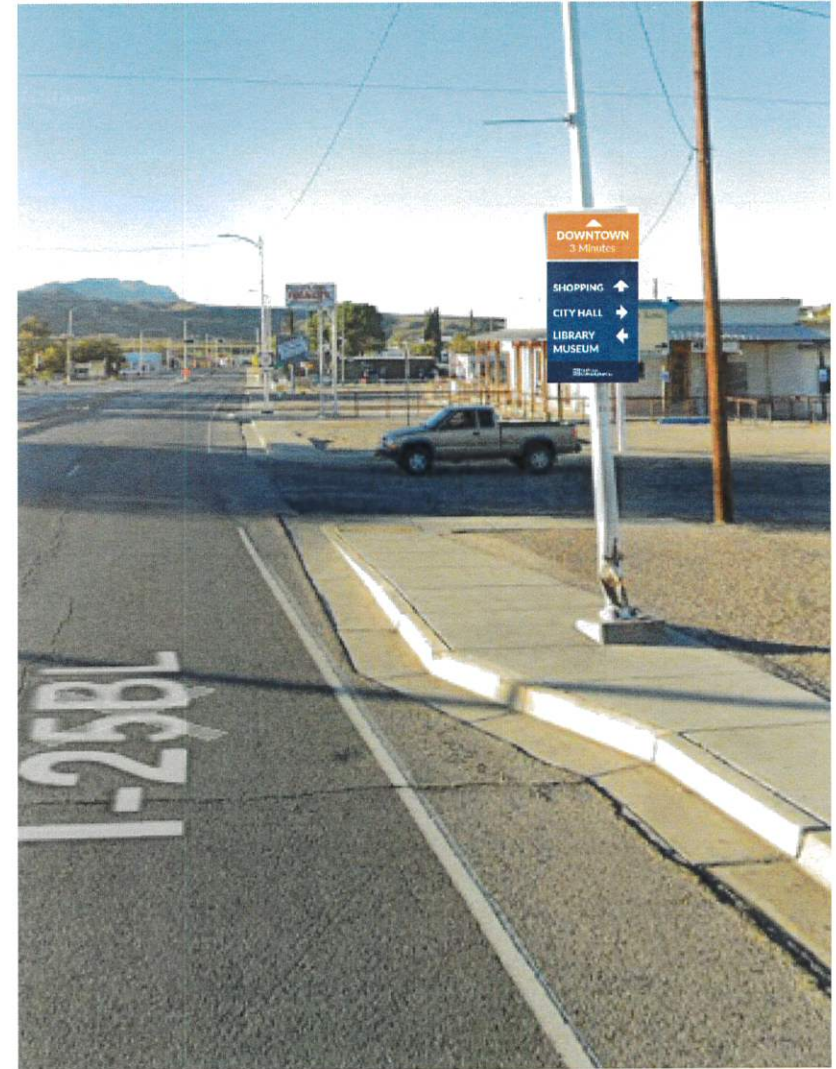
**It's recognizable**



Successful wayfinding signage should be simple, clear, and effective at rapidly communicating information.

Which of the following design options would be easiest to read while driving through T or C in a car?

OPTION B - 80%



What about this design option is effective at clearly and rapidly communicating information?

**High visual contrast**

**Bold color usage**

**Text is large and easy to read**



## Artistic Add-Ons

A way to celebrate voices of local artists.

Provide program guidance to MainStreet TorC as needed.

Riders, Slips, and Back Prints



**SIGN**

**SIGN**



## Additional Survey Input:

- appreciation/thanks
- combination designs
- keep it simple! adding art may distract from effectiveness and purpose of signage; we have murals for art
- hot springs district call out vs. symbolism
- addressing one-way streets
- prominently featuring art



# REVISED SIGN DESIGNS

*Based on the survey & the MUTCD regulations*





**TRUTH OR  
CONSEQUENCES™**

**LIBRARY**

Fun Fact about Library  
Lorem ipsum dolor sit amet, consectetur  
Lorem ipsum dolor sit amet, consectetur

**DOWNTOWN**  
3 Minutes

**SHOPPING**



**CITY HALL**



**LIBRARY  
MUSEUM**



**TRUTH OR  
CONSEQUENCES™**



## MAINSTREET DISTRICT

SHOPPING ↑

DOG PARK →

LIBRARY  
MUSEUM ←

Historic Hot  
Springs District

 **TRUTH OR  
CONSEQUENCES™**

 **TRUTH OR  
CONSEQUENCES™**

# CITY HALL

Fun Fact about City Hall  
Lorem ipsum dolor sit amet, consectetur  
Lorem ipsum dolor sit amet, consectetur

◀ **MORE SHOPS  
THIS WAY**



## COMPLETED STEPS

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- ☒ Sign Inventory
- ☒ Survey
- ☒ Steering Committee Meetings
- ☒ Initial Community Meetings
- ☒ Sign Design
- ☒ Ongoing Public Engagement & Transparency



**STORY MAP**

<https://bit.ly/TorCStoryMap>

## WHAT'S NEXT?

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- ☐ Finalize Routes
- ☐ Design Intent Drawings
- ☐ Signage Placement Plan
- ☐ Wayfinding Plan Development
- ☐ Fabrication & Installation
- ☐ Ongoing Public Engagement & Transparency



# **FOCH ST.** **PROJECT UPDATE**



# FOCH ST. PROJECT UPDATE







**Foch Street Makeover**  
[bit.ly/FochStreet](https://bit.ly/FochStreet)

## Thank You!

Amy Bell + Maren Neldam  
[Anthropopulus](#)  
[amy@anthropop.com](mailto:amy@anthropop.com)

Julia + Cam Wilde  
[Lm.](#)  
[hello@leighton-moon.com](mailto:hello@leighton-moon.com)

Becca Eza  
[MainStreet Truth or Consequences](#)  
[director@toromainstreet.org](mailto:director@toromainstreet.org)



[nmmainstreet.org](https://nmmainstreet.org)





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: **C.3**

**SUBJECT:** Sanitation Fleet Presentation  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** June 5, 2025  
**SUBMITTED BY:** Wes Myers, Sanitation Supervisor  
**WHO WILL PRESENT THE ITEM:** Wes Myers, Sanitation Supervisor

**Summary/Background:**

PRESENTATION OF ALL FLEET TRUCKS AT THE SANITATION AND RECYCLING CENTER.

**Recommendation:**

Presentation Only.

**Attachments:**

- PowerPoint Presentation

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

\$0.00

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

None.

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25





**TRUTH OR** NEW MEXICO  
**CONSEQUENCES**

## SANITATION FLEET

ALL FLEET TRUCKS OF THE  
SANITATION AND RECYCLING  
CENTER



## We have nine trucks in our trash truck fleet

- Four side load dumpster trucks
- Three polycart trucks
- One flatbed truck
- One brush truck





## Dumpsters and Polycarts

- We have roughly 3340 Polycarts
- 300-700 Polycarts picked up daily depending on the day
- We have roughly 600 dumpsters
- 150 or more dumpsters picked up daily per dumpster route





## Years of service

- As per NewGen and Parkhill our trash trucks lifespan is between five to six years.
- Our trucks have been lasting us longer due to exceptional work from our drivers of preventative maintenance and proper care. For example, greasing, washing, cleaning inside and out, and walk arounds.
- The long-term stop and go action on our routes can cause damage on tires, brakes, engines, and transmissions.
- The constant pick up and put down puts a lot of strain on the loading mechanisms.
- The older the trucks get the harder it is to find parts, and the more expensive the repairs begin to cost.

## 6218 Flatbed with crane

- 1996 F-800
- 29 years old
- Has 1137 hours
- Used to move dumpsters, refrigerators, poly carts, and more.





# 6618

- 2000 International 4900
- Used as a secondary back up
- No heat or ac
- Ol' Reliable
- 25 years old
- Unknow hours since the instrument panel is dysfunctional





## 1918

- 2002 Sterling rear load brush truck
- 23 years old
- Used to pick up debris or wood chips
- “last resort for trash pickup”
- Has 4239 hours





# 1218

- 2008 GMC side load dumpster truck
- 17 years old
- Main back up
- No AC
- Discontinued truck with no parts being made
- Has 7063 hours





## 2018

- 2011 Autocar Expedito polycart truck
- 14 years old
- Used as secondary back up
- Has 7732 hours





# 6918

- 2015 Peterbilt polycart truck
- 10 years old
- Used as main back up
- Has 7962 hours





# 6518

- 2019 Freightliner side load dumpster truck
- Six years old
- Has 2817 hours





# 62618

- 2021 Freightliner polycart truck
- Four years old
- Has 4477 hours





# 62818

- 2023 Freightliner side load dumpster truck
- Two years old
- Has 3029 hours





## 1018

- 2006 GMC side load dumpster truck
- 19 years old
- Goes into limp mode
- Was used as a spare but is even harder to find parts for than the 2008
- Being auctioned off to bring back revenue to the Sanitation Department
- Was sent off for repairs multiple times, but problem was never found other than possible wiring harness





## Blue Demon

- 2009 Peterbilt poly cart truck
- Was used as secondary back up before 62618
- Can't grip the poly carts fully so they will fall into the packer of the truck
- No AC
- Being auctioned off to bring back revenue to the Sanitation Department





## 2026 Freightliner

- New 2026 Freightliner dumpster truck
- Would replace 1018
- Would have more capacity for trash with it being a square body
- Has cameras like 62818 for safety and efficiency
- With it being new it wouldn't have any mechanical issues
- Parts are readily available for new trucks
- Approximately takes 6-8 months to be completed once purchase is approved





Questions?





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: F.1

**SUBJECT:** City Commission Regular Minutes, July 9, 2025  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** August 6, 2025  
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer  
**WHO WILL PRESENT THE ITEM:** Consent Calendar

**Summary/Background:**

Minutes approval.

**Recommendation:**

Approve the minutes.

**Attachments:**

- Minutes

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

\$0.00

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

None.

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25

CITY COMMISSION MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
· CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
WEDNESDAY, JULY 9, 2025

**A. CALL TO ORDER:**

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

**B. INTRODUCTION:**

**1. ROLL CALL:**

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

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

Also Present: Gary Whitehead, City Manager  
Traci Alvarez, Assistant City Manager  
Jay Rubin, City Attorney  
Angela A. Torres, City Clerk-Treasurer  
Jocelyn Holguin, Finance Director  
Luis Tavizon, Chief of Police  
Andy Alvarez, Sanitation Director  
Wes Myers, Sanitation Supervisor  
Pat O'Hanlon, Librarian  
Alona Niebergall, Human Resources Specialist  
Bob Messina, Golf Course Manager

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

**2. SILENT MEDITATION:**

Mayor Hechler called for fifteen seconds of silent meditation.

Mayor Hechler: There have been many things that have happened, not only in our community, but around the nation that we should remember. Please keep in mind the residents of Kerrville, Texas. It's a beautiful little community and they've had such a tragic loss of life that they need to be in our prayers and in our remembrance. Closer to home, the residents of Ruidoso had another fatal flood that killed at least three people and lost lots of property. Our neighbors are so close and they're dear to us. Please remember



Deputy Antonio Aleman from Vaso Doña Ana County Sheriff's Office who was tragically killed yesterday in an accident. And of course, more locally, Chatel Brooks who lost her life tragically earlier this week in our community. For all these folks, please keep them in our thoughts and prayers.

### **3. PLEDGE OF ALLEGIANCE:**

Mayor Hechler led the Pledge of Allegiance.

### **4. APPROVAL OF AGENDA:**

**Mayor Pro-Tem Forrister made a motion to approve the agenda with the removal of item F6. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

### **C. PUBLIC COMMENT (3 Minute Rule Applies):**

Kathleen Sloan addressed the Commission regarding the following:

- She would like the city to have a community workshop on animal ordinance so the public can give their input and ideas.

### **D. REPORTS:**

**City Manager Whitehead reported the following:**

- The interim budget has been approved, and we will begin work on starting the new fiscal year, getting some work done for purchase orders, contracts, and those kinds of things. Both Jocelyn and I remain focused on trying to get the way we process purchase orders and those things back in order. A fast-moving couple of weeks here as we are dealing with that, but I will let her give you the highlights.
- This week, we were part of a meeting with the Doppler System. For those of you that know, we use the Doppler System to call in for water leaks. There's another module that can be added where we could begin doing notifications, so theoretically, if there was a power outage, a leak, any of those things, we could notify people in the relevant zones. We have purchased that module and we are starting the process of importing the customers we have within the utility department that we have contact information for, and then we will begin a campaign to slowly start migrating those that want to be part of such a system. We are really looking forward to that as our next level of communication with the public. I really want to thank the Water Department; this has been a vision of theirs for a while to make that system a little more robust. Hopefully in the next few months we will be able to roll that out.
- At the next meeting, we will be talking specifically about the final budget, as well as the biggest thing that is on people's minds, the payroll study. The final payroll study came through last week, they've presented us with what they think their

final numbers are for us, and how the process would work. We have begun to start looking at those things, we wanted to implement some items within that: We asked them to look over our job descriptions, we wanted to implement an evaluation process, and the top thing is that they give us a better payroll structure, so we can be more competitive. So, we will be looking at those, we hope to give you an overview of that next meeting, we will be doing some training, and we think our target will be to have everything (if you approve) for the September 20<sup>th</sup> payroll cycle, where those increases and policies can go into effect. We aren't just looking at it to get to the money, we really want to put together a complete plan and fix some of the problems in person and the policies in ALS and get it all put together. For those who are listening, and we will be saying this to the leadership, but the September 20<sup>th</sup> payroll cycle is when we anticipate you will start seeing those increases.

- We have a program called iWorQ, which is really an asset management tool, the city has had it in their means for a couple of years. We use it effectively in some departments, and not so effectively in other departments, we have sat through some trainings, and we got all the modules put in, and I will continue to go through some training on iWorQ, and then we will bring the staff up to date. With iWorQ, we have a complete inventory of all of our roads, road signs, the water system has been imported, sewer has been in there, we are waiting for the electrical study, once that gets in, we will be able to add that to the system as well, which will allow us to see in real time how we can start developing and moving plans to do infrastructure capital improvement through such a structure. At the fleet center, our maintenance center, it's going to be a good tool to get cars in and out, and keep track of which cars need to be taken out of inventory, which ones need to be sold, when they need to be replaced, etc. So, we are looking forward to that.
- As you know, just before the break, we had a little incident at the swimming pool, we are calling it a little incident, but it was a situation where two chemicals were mixed. Everybody is okay, we are pleased to say that our employee is recovering well, back at work, doing light duty. We also set some actions to make sure we solve those issues; we cleaned up the storage room. It wasn't bad, it was just a little disorganized and kind of lost containment, if you will, of the situation, but we have now separated things, we have put things back, we had a training last night for the leadership staff from our chemical supplier, they'll be coming down one more time to do an on-site assessment, so we have taken that incident seriously. The pool is operating just wonderfully this year, so it can't only be good for the people that visit, it has also got to be good for the staff, and we understand that, and I think we are on a really good track with the pool.
- We have started working on our project list. As you know, when I presented the budget, I spent a lot of time talking about all the projects that are coming up. I told the staff this week to show up with their tennis shoes on because we have a lot of projects we've said we want to do. We have begun the process to start looking at them seriously, looking at how we can timeline these projects, and make sure we are getting them going. Projects on the Water side are going really well, we continue to have weekly meetings with our engineers, going over



progress reports. USDA is actually coming every week to be with us and help us get the paperwork done, so I'm very pleased with the relationship Traci has made, and the fact that Isaac from USDA drives from Albuquerque once a week to help us get our paperwork going, so they're committed to getting these projects off the ground, we're doing well there.

- Another exciting thing, we have started the design for our new Police Department. Our police chief and our architect have been able to take the department, go into the building, and have given us a rough draft of what he thinks the police department will begin to look like. We are really excited, we will get the leadership team back together for a meeting, go back in there and start assessing what we need to do on the outside. Again, that project is moving forward and we are happy to see that.
- Last week, a few of us travelled to Farmington to look and see what is called a Wake Generator, in the San Juan River. I travelled to Colorado to be with some friends, one of my friends is a Public Works Director in a city in Colorado, and when I showed him the pictures, he said, "Oh yeah, we have these all over Colorado." This one I saw was the first one in New Mexico, it's a piece of infrastructure that sits in the river and can be used to control the flow of the river, but it also has an outlet that allows to make a space where people can actually surf on the river, it is quite impressive. OJ, our Community Development Director, has been asked to come look at that, we think they're going to help us at the state, get some money to generate a study to see if it's something we would want. What it could do on our river, would be to replace the earthen dam they use in the Winter to hold back the water for the hot springs. It could control the water and then in the Summer when it's flowing, it could be a destination for tourism.
- September 16<sup>th</sup> – 19<sup>th</sup>, the Municipal League conference will be held in Ruidoso, hopefully. That's on their calendar, I just wanted to bring that to everyone's attention, if you'd like to attend. Those are the dates, you can contact Johanna in the City Manager's Office and let us know if it's something you'd like to do, so we can start making arrangements for that.
- On a somber note, some of our staff has been concerned with the tragedy that happened in our community with a public servant losing their life doing their job. They've asked if we can do something, and with the help of the Police Chief, we have found some consultants. We think they should be here on Monday, we will have about a 3–4-hour session where our staff can meet with these counselors. Their primary focus is how public entities, and public servants interact with the public, and those that potentially are dealing with mental illness and those kinds of things. Really, this is a platform for those that are concerned to vent and grieve. We will be setting that up for Monday, we had put it together for this past Tuesday, but it was coming together too fast, and I think our employees are really hopeful that we can have something for them.

Mayor Hechler: Thank you, Mr. Whitehead, I know it's been a week. I appreciate your initiative. I think the level of activity that occurred last week is not

unprecedented, but it's been a while, and I appreciate your efforts, and it will get better.

City Manager Whitehead: It's one of those weeks where there's still a lot of business that has to happen and there are a lot of things you can't plan for. We needed something to catch our breath and think about what we do. I'm still enjoying the job and having a good time.

**a. Police Department Update.**

**Chief Tavizon reported the following:**

**An update for the month of June:**

- We fielded 1,069 calls for service
- We had 5 motor vehicle accidents, which is quite a bit lower than what we've dealt with in the past.
- We had 8 sky referrals we did follow-ups on.
- Officers, including the detectives, conducted 55 follow-ups on numerous cases.
- We had 1 DWI
- Code Enforcement was working on 3 different abatement cases throughout the town.
- We conducted 261 traffic stops and issued 170 citations.
- We had 24 arrests for the month.
- No crashes downtown in the striping areas, no issues there.
- I went to an Incident Command Course for 300-400, it's advanced and intermediate, completed that.
- Detective Sergeant Shane Jeffers started the Northwestern School of Police and Command; it's a pretty prestigious leadership course.
- Lieutenant attended the Managing Police Services, that helps with identifying traffic-related problem areas within the city and putting resources into those problem areas.
- At the beginning of the month, as you know, we worked on a homicide.
- The very next day, we had a weather event that blew a roof off a house, and caused some damage, so we worked on that and are still trying to get everyone's information that had any criminal damage to either the residence or vehicles that were parked in the area. We did have a power outage, but the employees of the city went out there and worked. City Manager Whitehead was out there in the rain and wind with me, he's the one that called me out. We had dispatch that was knocked out because of the power outage. So, crews were out there cleaning up, they did an excellent job. Everybody worked really well out there.
- As far as the Police Department goes, as the manager said, we've been working with architects to get the new Police Department designed.
- I've been working with some new policies. The Municipal League, in partnership with the Self Insurer's Fund. They hired Lexipol to basically make policies for the entire state, for every single agency. They are trying to mitigate any kind of liabilities. They did a liability assessment and found that the majority of agencies



across New Mexico do not have decent policies. Anybody that jumped on board with it would get some kind of discount on their Self Insurer's Fund rates. I looked at the policies, I've been working with the manager, and we are getting to a point where we will forward them to you all for approval. Hopefully you like them, they are best practices across the nation and the state.

Commissioner Fahl: Congratulations on your IC 300-400, that's a tough course. My husband did a lot of that during his career, and I appreciate you always sending your officers for more training, I think that's so vital for our leadership, so thank you.

Mayor Hechler: I'd like to put this on your radar for somewhere down the line, just being really tuned in to the flooding that we've had, not just in Ruidoso, but in Kerrville. We live in a riverfront community, a lot of our residents live close to that river, and it's a flood zone. I'm hoping that you can, in the future, work with our County Emergency Planner, and come up with some kind of plan. Whether it's an early warning system, or there are phone notifications. The biggest issue that we have is being able to evacuate when we have problems. Two years ago, when we had a storm close to our community, it actually brought the river up to a point where some porches were flooding. If that storm had been a couple times the size that it was, we would have had some real issues downtown. I'm hoping you put that on your radar, talk with our County Preparedness folks, and see if we can't come up with some kind of a plan down the road so that we are prepared when and if the time comes.

Police Chief Tavizon: Yes sir, we are currently working with them on the new Hazard Mitigation Plan, so we are a part of that and I have been working with Ryan, we set up some areas with sandbags, and we have sand set up in various locations for the public to pick up, but yes that is one of our priorities on our radar.

Mayor Pro-Tem Forrister: Hopefully people at the BOR, making sure our dam is nice and strong.

Commissioner Fahl: I don't think we have to worry about the dam, it's Cuchillo and Mescal that's going to cause the flooding.

Mayor Pro-Tem Forrister: I hope it floods Mescal cause that's where the ranch is and we need the rain.

Commissioner Fahl: You know, Mescal is all on private land, so if there's a way to work with Armendaris in the future, to do some sort of structures on there to reduce those flows, I think that would benefit us a lot. And from Cuchillo Negro all the way to where [Mayor Pro-Tem Forrister] is at, that's totally uncontrolled, so we need to do more for those things, because it's not going to be the dam, it's going to be those two that cause all the flooding. When we get those storm events, there's nothing on them. They can't turn the dam off in time to do anything. When you're working with Ryan, those are two things for long-term we maybe need to think about for our core dam, Cuchillo Negro, all that uncontrolled, several miles. But Mescal puts in a lot of water and since it's all on

private land, I think that's going to be a difficult obstacle, but I think if we start working with them, that could be beneficial and there are several agencies that have funding for control structures, so maybe that's something we can think about in the future, is how to control some of that.

Police Chief Tavizon: I'll make sure to include that in our Mitigation Plans.

**b. Department Head Report.**

**Andy Alvarez, Sanitation Director:**

- This year's budget, budget line item, 9 capital items: for my 505390444613, I budgeted \$50,000 for replacing and replenishing my stock on poly carts, 1.5-yard dumpsters, and 3-yard dumpsters. I'm trying to recall, some of the dumpsters have been out there, I was born in the 60's, when did they stop using the 40-gallon trash cans where you had to throw the trash by hand? Does anybody recall? And approximately when did those 1.5 yard, 3 yards, when were they placed, in the 80's?

City Manager Whitehead: Probably in the 80's.

Andy Alvarez, Sanitation Director: I'd like to purchase a few of those because they're in really bad shape throughout the town. We repair, but it's costly to repair, and you can only repair something so many times then you have to dispose of it. On those, I have two sizes. I would like to purchase 24 3-yard trash containers, at a cost of \$820 each. The cost for those 24 is \$19,680. I would also like to purchase 24 1.5-yard containers, the cost of those each are \$795, for a total cost of \$19,080. Also, for poly carts, our first introduction of residential poly carts was on the top residential area on the north side of the new Dollar General, that was back in 2006. Then we jumped up to 2011 and 2014, that's when we started overhauling all the residential areas, removing the dumpsters and setting poly carts, we got that completed. With that said, I need to purchase some more poly carts. I'm looking at purchasing 100 poly carts at a cost of \$70 each, for a total of \$7,000. They're getting old, the weather is hard on them, Summer and Winter is hard on them, the plastic starts to deteriorate, they start to crack, the wheels start to break off, the wind blows the top off.

Wes Myers, Sanitation Supervisor: We do the same thing with the dumpsters, we repair what we can, but a lot of the older ones are still out there, if they have too big of a crack, they have to be replaced.

**Andy Alvarez, Sanitation Director:**

- I also put in our budget for a new side loader dumpster truck. I want to replace my 2006 dumpster truck. I budgeted, in other capital equipment and vehicles, line item 505390480810, I budgeted \$300,000 for this truck. The quote at the time for this truck was \$290,460. I'll be using this truck to replace the 2006 truck. The 2006 truck is parked and hasn't been in use for about 3 or 4 years, it's a hazard, I've sent it to the shop many times, and I'm not going to dump any more money



into it. On my trucks, I have 5 dumpster trucks. The 2006 truck, I have that for the auction, we can see if we get a bidder on that. I also have a 2000 international side loader dumpster truck, that is about 25 years old. Of my two newer trucks, there's a 2019, she's in pretty good shape, and my 2023 side loader trash truck. I need 3 good working trucks. I run 2 of those trucks 5 days a week to pick up the dumpsters. If one goes down, the other one is the operation. There has been times when 2 have gone down, and I have 1 truck running 5 days a week. There has also been a time when all 3 trucks went down at once, that's when we get out there and we do the best we can by hand pulling trash out of these dumpsters and throw them back into an anvil, it's a tough job. Then, if a poly cart truck goes down, I've had all 3 poly cart trucks go down at once, so I can use my end dump takes like 3 or 4 guys, you've got a driver, and you're walking these residential routes on foot, pulling these carts out and manually picking these carts up and dumping them into the back of the truck. It was hard work, some of these poly carts weigh 200-330 pounds, and someone's going to get hurt. I'll let Wes go ahead on the trucks more, according to NMED in the sanitation world, sanitation trucks, these trucks are only good for 3-5 years, and you better start planning to replace.

**Wes Myers, Sanitation Supervisor:**

- With the new rate study that we had, Park Hill and New Gen they worked together. Even though, as per NMED, about 3-5 years, we take pride in taking care of our trucks well, we grease them, do regular maintenance, preventative maintenance, walk-arounds, we can get 5-7 years out of a truck. But trucks still break down over time, parts go out, sometimes it's hard to get parts. With the new rate study, we have a rolling stock which will help us get newer equipment as we go, as the age of the trucks, back hoes, anything, keep getting older, we can roll stock, get newer equipment. With the GMC, that 2006, it's getting harder and harder to find parts, and it's getting more and more expensive. So, again, you said stop wasting our money and dumping it into a truck that's hard to get parts for and just get something that'll run, and it will be a lot more efficient and reliable.

Andy Alvarez, Sanitation Director: At the beginning, we got together with Jocelyn, went over this trash thing, and we did put some money back for it, we were behind schedule, but we are catching up on that schedule.

Wes Myers, Sanitation Supervisor: With the waste received and exported, the sanitation fiscal year of 2024-2025, tonnage, we have sent out 9,358.81 tons, which is equivalent to 18,717,620 pounds. For fiscal year 2024-2025, revenue, we've received \$2,770,334 and we have expensed \$2,564,416; with our cost of disposal to South Central Solid Waste, to the Corralitos Landfill, being \$676,781. So, it takes money to throw away trash. With that, we stand for any questions.

Commissioner Fahl: Good report, very detailed thank you. Those old internationals last a long time.

Mayor Pro-Tem Forrister: She's in her prime.

Commissioner Mitchell: I had one request, if you could email us that, I'd like to take a look at it. The report of the trash, how much you've collected, how much it costs, just so I can see the figures, if you could.

Andy Alvarez, Sanitation Director: We can do that, thank you.

Mayor Hechler: I have a couple of questions, and if you would indulge me in a quick story. A few days ago, I emptied a bunch of trash, brought it to the sanitation department with a trailer, and Tony Gomez took care of us. He goes, "Cash or check?" and I said, "All I have is a card. So, I can't dump my trash?" he said, "No, you can't dump your trash." He was nice about it, very good about it, and I said, "Okay, let's make it cash because I have \$16 or \$17 in my wallet." we dumped the trash and came back out, the bill was \$33. I didn't have a way to pay for it. So, Tony spotted us, so I went back and paid him this morning.

Mayor Pro-Tem Forrister: Special treatment.

Mayor Hechler: He took it out of his own pocket and paid that extra \$20, and I went back and gave him a nice little card, and some money back this morning. But my point is that if we are going to modernize our fleet, we need to modernize our operations. I don't know how many people we are turning away because they don't have cash or a check, or if it makes it inconvenient for those folks, but we need to step it up in that regard, and be able to accept our customer's currency, no matter what form it's in. So, I challenge you guys, the city manager, everybody else, let's upgrade our systems a little bit so that we can be there for the convenience of our customers and help them out. That's all I really wanted to say about that, but I was really surprised, because I've been there several times helping other people dump trash, but the bill we were seeing was \$7 or \$8, pay the cash, get out of there.

Mayor Pro-Tem Forrister: You had a lot of trash.

Mayor Hechler: Yeah, I had a lot of trash, and it caught me off guard, I was a little surprised. I tell you what, it was kind of embarrassing for me, because I didn't have the money, and here I am, the mayor.

Mayor Pro-Tem Forrister: And how would you know that they only accepted cash or check?

Mayor Hechler: But Tony was Johnny on the spot, great employee, I really appreciated his help, and here we are today, discussing it. It was very appropriate; the timing was excellent. So, thank you guys for being here.



Mayor Pro-Tem Forrister: We've discussed that before, why we don't accept cards, is it because we don't have internet or something?

City Manager Whitehead: It seems like throughout the city there's been some confusion with fees and processors, it's a different process. So, iWorQ can be a mechanism and a tool to use, and we need to look at it across the board. It's the same in Planning & Zoning, if you come and pay, you have to go to the Clerk's Office or the Utility Office to pay, and you can only pay in cash, so it's a problem, but it's a processing problem. It's not been one of the things that we have necessarily focused on, but we have had conversations about it. I am 100% certain that we will get to a system where our customers can pay even online, you should be able to go online and pay your utility bills, you should be able to pay for your business license online, all those functions should happen, and it'll just take us a minute to resolve some of the hurdles that past administrations have found within that process.

Mayor Hechler: That's all I'm asking, is just to put it on your radar. Our plates are full, and there are a lot of things that have to happen first before we even get there, but I think it's important to try to deal with when we can. One more question, contractors that dump daily do they pay cash every time they come in? How do they pay?

Andy Alvarez, Sanitation Director: They're on a charge account through the utility office.

Mayor Hechler: So, we have systems set up for charge accounts in that regard.

**Pat O'Hanlon, Librarian:**

- I've got a few numbers from the last fiscal year to show what we have done. It does not show what we intend to do, and I don't know how to do that, so here's what I've got. As of June 30<sup>th</sup>, 2025, the public library has approximately 56,790 circulating items in our collection. The estimated replacement value of our collection is \$8,908,557. During the fiscal year of 2025, the total number of people who visited our library was 19,992. We checked out 13,244 books and other library items, issued 170 new library cards, and we added 422 new items to our circulating collection.
- Our pre-school story time and summer reading programs welcomed 385 children and adults for crafts and story reading during the year. Our public computers were used in 3,364 individual sessions, averaging a half hour per session.
- The New Mexico State Library's annual report, which also serves as our application for the state grant and aide, opened on July 1<sup>st</sup>. It consists of 52 pages asking 265 questions, both state and federal, detailing the library's services to the community. The report must be completed and returned on or before August 11<sup>th</sup>, 2025. Its acceptance will determine our continued eligibility for the state grants and aid, as well as our participation in the State's GO Bond program, and other government grants and assistance.

Commissioner Mitchell: Have you replaced the Harry Potter collection yet?

Pat O'Hanlon, Librarian: Oh yes, several times. That's one of our most frequently stolen items.

Commissioner Mitchell: I know. I'm missing one book, and I have to go check it out, and you never have it.

Pat O'Hanlon, Librarian: We have them now, and we're now keeping them behind the front desk so people can't just take them off the shelf.

City Manager Whitehead: The library remains the center of our community, it's a quiet, silent place where people can go and enjoy some quality of life, so great job to the staff there.

**Alona Niebergall, Human Resources Specialist:**

- Since I saw you last, as the city manager mentioned, the pay study delivered their final numbers. They are planning to come down on the 23<sup>rd</sup> to train us and talk to you. I just wanted to mention that there were mandatory increases on our benefits. Our employees saw that last pay period, and next pay period, they'll be seeing increases on their PERA. It's going to go up for the employees and the city 0.5% each. So, the employees will be paying 16.65% of their income into their retirement, and the city will pay 11.8%.
- I've also worked on our volunteer handbook, it is in it's final stages. I'm just waiting for one more department, for their input, then I will be finalizing an hour log and how people will redeem their hours for either golfing or pool.
- We had a rapid interview on May 15<sup>th</sup>, and we were able to fill all our seasonal positions from that, so we had 27 open positions last time I saw you. We are currently at 3 pending new hires, and 7 openings. We brought that down quite a bit. I'll stand for questions.

Mayor Pro-Tem Forrister: Just for the public, and for us, because I didn't know that we did that, that the volunteers can trade in time.

Alona Niebergall, Human Resources Specialist: It's new, that's what I'm rolling out.

Mayor Pro-Tem Forrister: Can you tell us a little bit about what's going to happen?

Alona Niebergall, Human Resources Specialist: If you volunteer, for every 4 hours, you can either exchange that for 1 round of golf with the use of a cart, or an all-day pass at the pool, \$20 off of an adoption fee, or microchipping. You can volunteer at the golf course, sanitation, the pool, and the library.

City Manager Whitehead: Let me support her in that, you know our vision was, because we did have volunteers helping, so just coming up with a program. We went back to our insurance, looked at what level of work they could do, what can't they do, they can't drive the sanitation truck through town, but there are places where we can use them. The golf course is an easy one, people could help us move and do those kinds of



things, but they could help us in the street department, they could come and be a volunteer at the pool, etc., and we will have policies and procedures for all these items.

Alona Niebergall, Human Resources Specialist: The library.

City Manager Whitehead: Absolutely, they can come to the library. Pat and I spoke about that this week. She could take some volunteer help, and then they get a little reward for that.

City Manager Whitehead: Let's talk a little bit about the golf course since we brought that up, let me introduce everyone to Bob Messina. Bob was working for the city. He was at the golf course when our last manager stepped away. Bob was interested in trying the job, so we went back and created a different position, as you all know, you approved a different strategy. Bob has accepted the interim supervisor position, so together the two of us have been working on it. I'm there, kind of overseeing, helping OJ, it's really a team effort, and Bob is the day-to-day, managing the course, and getting it in order. Let me say, again, we're working with a 5-person crew, we're closed on Mondays, and it's working pretty well. I'll let Bob give you the highlights of the weekend and the traffic counts and those kinds of things. We continue to work on sprinklers, we've started a process where we had a lot of sprinklers that were just on, so when we finally got the system working pretty well, we had probably 50 or 60 sprinklers that come on and they stay on. So, the pressure was poor. We've started a project now where we are digging those up and putting individual valves on each of those sprinklers so that we can shut them. We've done about 20, which changed the entire profile, and now we have more sprinklers popping up on their own in different areas. So, as we continue to use the system and get it going, we're at least getting water out. If you drive by, we're proud to say it's green. It's not perfect, we absolutely get it, we are a long way from good, but we are making good strides. With that, I'll let Bob give you a small report on the work he's done and what he's got going on.

**Bob Messina, Golf Course Supervisor:**

- Well, the good news is that we do have grass. The bad news is, we started with no grass. So, I believe at this point we have fairways 1, 2, 6, 7, and 9 with grass, and the greens are coming back, that was the most complicated part because they were just not taken care of like they could have been, but, with effort, we are getting there.
- Last week, we hosted the football team. The coach called and said he wanted to give the kids a day away from practice, so we had all the kids out to play golf. Some of the kids, when they couldn't hit the ball. They picked it up and threw it to the green which was quite hilarious. We're really trying to make it a community service event. Not just the golf course, but the golf course for everybody, kids too. There was a little boy that came by not too long ago, and he said, "I went across town to Elephant Butte Golf Course, and they want \$42 for me to play golf." He was 7 years old. He did not have \$42. We made sure he could play golf until he fell over. I really do think that the backbone of what we're doing is going to be a good community service project.

Mayor Hechler: The resurface of the grass, is it because we just watered more and it was dormant? Or did you have to seed and start from fresh?

Bob Messina, Golf Course Supervisor: We did not have to seed. What we've done is water, water, and water. The Bermuda grass was rooted right there, and we just brought it back, which has been wonderful. Bringing the grass back has not been the challenge. The challenge has been that the sand buried a lot of sprinklers [6 inches or so] deep, and when you get down to the sprinkler, then there's sand in the internal component, so it's been a big project mechanically, physically. Changing those sprinklers is not easy, but we're doing it and we're having a good time doing it. Not a really good time, but a good time.

**Jocelyn Holguin, Finance Director:**

- The following activities have taken place in the finance department: we received approval from DFA on the interim budget, which has allowed us to begin the new fiscal year process for 25/26. We are currently working on final budget numbers based on what may be expected in the new fiscal year. It is our intention to have it at the July 23<sup>rd</sup> commission meeting, but if necessary, we may request a special meeting depending on how far we get with it.
- Accounting is working on fourth quarter reports, both of which are due by July 30<sup>th</sup> to the state for acceptance.
- Our new CPO has been undergoing internal and external training for processing purchase orders, with guidance from Mindee. She's been stepping in for us in the interim.
- Our payroll specialist and the CPO requirements, Payroll has participated in training for new para requirements, including new forms and procedures.
- Accounts Payable has been reconciling prior fiscal year encumbrances, while processing payments or services for the new fiscal year. It has been actively serving all departments and staff feedback has been very positive.
- HR is reporting today on her behalf. I would like to add that she has been doing her due diligence and trying to get all our vacant positions filled and reviewing training to implement on staff with our manager's guidance.
- As for myself, I've been meeting with staff to provide their new credit cards and policies. I've been training our new CPO and implementing changes for a smoother process.
- We have had multiple training courses in Tyler to utilize our financial system more effectively.
- I'm getting ready for our new audit team and will begin the audit process for the 24/25 fiscal year. It's been my goal for the finance office to be an inviting and approachable environment, and I believe we have met that goal. The finance office works well as a team and continues to grow and redevelop our skills and communication efforts throughout the city.
- Tomorrow is the ITB for the boat dock, and we're in the editing phase for the ITB for the helicopter.



## CITY COMMISSION JULY 9, 2025 REGULAR MEETING MINUTES

Commissioner Hoeppe: I have one question, recently with the weather changes, we are getting more and more likely to have severe weather events. Do we have an account here that is just for those emergencies, do we have funding available for it? Is it included in the budget?

Jocelyn Holguin, Finance Director: After this recent emergency we had with the thunderstorm, the microburst, Gary and I discussed creating an emergency line in the commission budget, so we are looking into that as well.

Commissioner Hoeppe: I think we need more involvement because everything is given back to the state and not here, so when something big happens we can't count on the federal government, so we are on our own. It's important we have at least some kind of budget.

Jocelyn Holguin, Finance Director: There's a process you have to do for the state, so it's better to have something implemented.

City Manager Whitehead: I would just conclude, with our department heads, that Jocelyn in finance, particularly, has been busy, you'll see on our agenda today, we have a couple of contracts she outlined. We've been trying to hit the ground running, and she's been really instrumental in bringing these processes together. We identified a problem on Well #2, which you'll see on your agenda, but we have the concept, scope of work, the opportunity for bidding out in 10 days. So, I just really wanted to publicly say that I appreciate the team, I push hard, I probably caught a wall this week with how hard I pushed, and it's getting a little pushback, but everyone is responding well, and I think finance has done a great job, particularly without a CPO for the last 3 weeks to help with that contract work. So, we're glad to have that, I'm appreciative of the finance team.

### **City Commission Reports.**

#### **Commissioner Fahl reported the following:**

- I wanted to apologize to my fellow commissioners and the public, and to Gary, that I have been unavailable pretty much the whole month of June. My husband had 3 life-threatening events, and he came through and as I told Gary and Rolf, he lived. That's really all that matters, but I do want to send a thank you out to everyone that prayed for him, because God's grace is what brought him home and alive. Thank you.

#### **Commissioner Mitchell reported the following:**

- As a supplement to Gary's report on the pool, I put together the numbers for the month of June, and our revenue's increased, our daily usage has increased, swim lessons are hopping, patrons have been really happy, our complaints are way down, our pool is clean, everyone is enjoying coming there, so it's been a great season so far.

- I wanted to mention that we are having a fall fiesta coming up, September 12<sup>th</sup> and 13<sup>th</sup> are the dates we're looking at. I wanted to talk to Gary and Bob too about possibly bringing back the golf tournament we had to postpone for Fiesta. We're in the works for that. We're meeting weekly and trying to get some events scheduled and kind of celebrate our 75<sup>th</sup> anniversary of fiesta one more time before the end of the year.
- The movie Eddington is premiering at the movie theater; I believe July 17<sup>th</sup> is the public premiere. There's a full schedule of showings for the next two weeks, I'm excited about that and can't wait to see it. I was actually one of the background actors, I can pinpoint myself on the trailer, I'm behind a sign, so you can't see me, but you can see the sign. I'm looking forward to checking out the movie. In celebration of it, the Eddington cast, and crew actually donated a lot of their props to the Geronimo Springs Museum, so this Friday from 10am-4pm, they will open up a special day at the museum, to show off a new Eddington wing, so we invite the public to come down, and take pictures.
- Finally, I did want to mention, on the Geronimo Springs Alternative Pathway program, we are entering into our graduation time. I have about 14 students ready to take their final exams, and two of our students won scholarships from the Rotary for \$1,000 for a specific trade school vocational school program. Then, we just received another donation from the collaborative for about \$1,200. So, that is going to cover their testing. I really want to dote on these kids, because part of their graduation expectations is to attend a vocational school or training program and return back to T or C and enter the workforce. So, I think it's very important, this is these kids' second chance pretty much, and they are willing to come back and join our workforce, so I think that's something that's very commendable for the students themselves.

Mayor Hechler: Looking forward to seeing that sign that blinks.

**Commissioner Hoeppner reported the following:**

- First of all, thank you Destiny for all the work you do here, youth work as well, it's very important to me, giving them a future and a second chance. You are working with them directly and we can see the results, they are future employees in the making, and I am glad they are incentivized to come back to town instead of just leaving. It was also good to hear from the chief that there were no incidents in the downtown area. That doesn't mean that incidents didn't almost happen. I was almost run over by a car the other day, and I actually got a phone call from a lady who had a similar incident as well. They were going to meetings and used the crosswalk and were almost hit, they said someone actually was speeding up towards them. It is very sad to see that sort of thing. So, I would like to ask, especially when it comes to crosswalks, that there be flashing lights like in the school zones. Maybe we can even look into a grant or something that will allow us to install those. Even those lights where you can push a button to cross, and there is a light that shows drivers there is someone crossing. More and more, people are concentrating on when they can enter the street from the side going in, rather than what is happening around them, so they end up not seeing



bicycles and pedestrians. A speed sign like what is at the schools would be beneficial, it is hard sometimes to look down and concentrate, I guess.

- I am happy to also see that we got a notification about a possible flash flood warning, and the city was immediately acting. I had sandbags but I didn't have the sand to fill them, and when I asked it was immediately made public and taken care of, so thank you for that quick response. I got my sandbags, even though I didn't need them, I have them for the future. I am glad with the microburst event last week that nobody was harmed. It was only material damage, and materials can be replaced, but a life can't. I am glad to hear that the crew was working very well and that the damages were being repaired very quickly.
- On a good note, Art Hop is coming up, it is Summer, and everybody is at the lake, and I understand. But in the evening when it cools off, the galleries are still here, and shop owners are trying their best to provide something different. We do it every second Saturday of the month, and with the movie coming out and all the different events going on, this weekend will be the place to visit downtown. I want to invite the locals and everyone to come check us out, see what we are trying to do, enjoy the cool evenings with art and music, and all the different events going on.

**Mayor Pro-Tem Forrister reported the following:**

- There are only 11 tickets left for the cash party that is on Saturday, so if you are interested in one of those, contact the extension office as soon as possible. We put 13 on about an hour ago and they're going like hotcakes.
- Thursday and Friday, free physicals for any students that are interested in playing sports. It will be at the high school gym for free, so go get that done.
- I want to give a shoutout to our 4H students that are in Las Cruces right now, they are competing in lots of competitions. They announce the top 5 for each one, they don't give you the winner because they have a whole awards night, and right now 2 of our kids are in the top 5 for impromptu speeches, our horse team that's in the top 5, and the consumer decision making team is in the top 5. Our kids are representing our community really well in Las Cruces this week.
- This is the last day for Tiger Tough Camp, so if you haven't been able to go, it will be in Arrey today. I commend that coaching staff, they are doing a really good job with bringing in people from NMSU and NMML to get these kids interested, and it's free so it's really awesome that they are able to do that.
- I heard that they are going to start a rehabilitation project at the Elephant Butte Fish Hatchery and damsite recreation areas, it's like a \$7.6 million project the BOR is running. They will get new pavement of damsite roads, upgraded parking lots, and the completion is expected about February 2026. I think that's really cool, Elephant Butte welcomes over a million visitors over a year, so these enhancements will be really nice.
- I think it's really cool, going back to some of our sports, the roar of tiger football is making a comeback. July 19<sup>th</sup> they are getting any alumni football players to go to Sidekixx at 5pm, they're bringing in the winning coach, which will be Travis Lee, and they will bring in their old films and be getting together. So, if you know

anybody that is an alumni, go hang out, give Coach T a call, and let him know you're coming. And I think that ends my report.

**Mayor Hechler reported the following:**

- It certainly feels like we have had a busy 2-3 weeks. I will give you a couple of highlights. Mayor Mortensen from Elephant Butte and I met with Ken Shull, the CEO at the Veteran's Administration, and US representative Gabe Vasquez a couple of weeks ago. Representative Vasquez, of course, was focused on Veteran's affairs. I was a little disappointed that we didn't have any veteran's affairs groups there, although they were invited. But Mayor Mortensen and I did the best we could to represent. I also presented representative Vasquez with a folder for our Clancy Street project, I think he's getting tired of hearing from me, but we'll keep at it until we get funding; that's for \$1.2 million. When I asked him about it, he was well aware of it. He, in fact, finished the story I was going to tell him about it, and I linked the Veteran's Administration to it because it does affect the line that comes from the Veteran's Administration to our community. So, that's back on the radar, hopefully we will get that funding down the road, we will see how it happens.
- We had a joint powers meeting with the hospital folks. We are welcoming back David Faulkner. He has a history with our community, he was here before Frank Corcoran was a few years ago, Frank was one of our beloved CEO's that left recently. Dave Faulkner was here as an interim before that. David will be here as an interim again, he's committed to 6 months to a year with the hospital while we look for a new CEO. I will be on that committee to try and get that done with the other mayors in our area. That will be an interesting thing, and here we go again, hopefully we will find a good CEO this time.
- Chief invited me to attend a retirement party for Ted Ontiveros, who has served this community as a police officer for 20 years. Most recently, as a school resource officer. Any time you lose senior officers with a department, it leaves a void, it leaves a leadership void, and we have to figure out a way to fill that. There's certainly a lot of institutional knowledge associated with a senior officer leaving like that, and he will be missed. Thank you to the chief for allowing me to attend the party, hopefully we will have more officers for 10-20 years and stick with us.

Commissioner Fahl: Like the chief.

**Mayor Hechler:**

- And finally, a general comment, I don't remember, ever, a community like Truth or Consequences, receiving so much money over a period of time. This last budget was over \$100 million, 70% of which is capital money that we've received. Cantrell Dam for \$8 million, we are going to get funded for an engineering report for our Water/Wastewater, we will talk about that a little later, we have got some map funding for our community, Smith Street we will be getting funding for. For whatever reason, and it's got to do with this commission, it's got to do with management, we're receiving some money this year and last



year. For years and years, this community has suffered, and we are trying to dig us out of that problem. We are now going to get the mechanism to do so, and I am very pleased with what's happening. The job is spending it, figuring out how to do it, and doing it in a way that we get every penny that the dollar is worth out of it. I just don't remember that much money, and I've been on and off with the commission for 10 years, and I have never seen this much money come into our community. So, good job to everybody, keep up the good work. We will keep on asking, we will keep on knocking on the doors and working for this community.

Commissioner Fahl: I wanted to let the community know that our Hot Springs High School Scat Cats are leaving the end of this week for Canada. Hedge always takes them earlier than the event so they can get more aware of plants and trees and stuff up there, so he has already planned a bunch of trips for them. They will be back after the 18<sup>th</sup>, the week after that. So, let's all give them some good wishes to be successful.

Mayor Pro-Tem Forrister: I think the kids in our community go and do so many good things, and they represent us well.

**City Attorney Rubin reported the following:**

- A little piece of good news is that we have successfully completed our second quiet title suit property at the Rotary Park area. You might remember that we did a quiet title suit about 3 years ago, and we completed the quiet title suit which awards the property, owners of the property within that area. It was brought to my attention that there was an additional 3.79 acres of property contiguous to that, that was still available for us to also make a claim to. We basically did the same process of filing the complaints.

Commissioner Fahl: We're talking about Rotary Park?

City Attorney Rubin: Yes. I have the file decree here. We went through the whole process. Doing the publication, going through the notification process, etc. and it's been successfully completed. I will tell you; it's been an interesting experience because I have done other quiet title suits in my career, and usually those are generally because maybe there was an old deed to a house that didn't match up with the chain of titles, or something like that. In this case, the reason why we were able to successfully go forward is because there was a change in the contour of the river over the last 50 years, which basically brought more land available that had not been there before. Because we own the property site next to it, I discussed this with the title company, and they were willing to give us title insurance if we successfully made the argument that because we had the property contiguous to it, that it would put us in the proper possession of the property. That's how we proceeded with both of these cases, so it was a pretty interesting experience for us. So, I'm glad this has been done, and I have a copy of the decree if anybody needs a copy of it.

City Manager Whitehead: Actually, Jay, if we can just scan it and send it over to Johanna, she can distribute it via email. We can take care of that.

**E. CONSENT CALENDAR:**

1. City Commission Regular Minutes, June 11, 2025
2. City Commission Regular Minutes, June 25, 2025
3. June 2025 Accounts Payable
4. Purchase report of items between \$20,000 and \$60,000

Mayor Pro-Tem Forrister moved to approve the Consent Calendar with the removal of E4. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

**F. ORDINANCES/RESOLUTIONS/ZONING:**

1. Discussion/Action: Resolution No. 01 25/26 Open Meeting Act Resolution.

City Clerk Torres: As stated, this is our Open Meetings Act resolution. We do it at the first meeting in July each fiscal year, the resolution outlined is the same as it was last year, the only thing I changed was that our meetings are held at 9am, and the second one is held at 4pm, however, that can be open to discussion if you guys want to change it. If not, we can leave it as is.

Mayor Hechler: Here's the thing, last time we changed this thing, we decided to have a 6-month trial to see how things went, as far as changing the meetings, one in the morning, one in the afternoon. The style of the meetings I like, I like the business meeting and the open meeting with the public comments, reports during one of those times, and in the business meeting, during other times. It seems to flow better, and we get things done, especially in the afternoons, so that part about it I like. But I would like to hear a bit of discussion about if people want to stay the way it is, or if they'd like to change it back to 9am. Personally, I have not noticed a difference in attendance, whether it is in the afternoon or the morning, so I don't think that has any bearing on it, but from my view, I'm crankier in the mornings than I am in the afternoons, so I kind of like that idea, but I am open to discussion if you guys want to change it or leave it the same. Does anybody want to chime in?

Mayor Pro-Tem Forrister: I'm going to still advocate to keep it the way it is, again, I am still working, and will continue to work, and with elections coming up in November, and us getting, do we have two seats open? I mean, maybe people would like to come and offer their backgrounds and stuff, but maybe they are working too, and they can swing a 9am meeting once a month, but two of them are too hard, so I just want to take into consideration that we still have to think about, maybe we don't just want old retired people on the board. Just saying.

Commissioner Mitchell: I have two cents on that too, since we have the second meeting at 4pm, and we removed public comments. I have had some constituents reach out,



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concerned that they can only now give public comment once a month. I understand the afternoon meeting being so we can cater to those that need to come after work or whatever, but still, 4pm, if you work until 5pm, you're going to miss a lot of it anyway. So, I would advocate moving it back to 9am, however, I think that it should take place in January once the new commission has been elected. I think we've only given this, what, 2 months?

City Attorney Rubin: I think it's been 4.

Mayor Pro-Tem Forrister: I will be missing 1 meeting a month if they're both at 9am, I'm just letting you guys know.

Commissioner Mitchell: I just think it should be up to getting the input from the two new commissioners, whomever they are. I'm okay with doing the 9am and 4pm.

Mayor Pro-Tem Forrister: Would you be fine with leaving it at 4pm if we did add public comment back in?

Commissioner Mitchell: I just wanted to make a comment that constituents were concerned about being able to do public comment twice a month, I don't know if they can only give public comment at a 9am meeting, or if there's a way we can change it to both. I just wanted to put that out there as a concern that was voiced to me.

Mayor Hechler: Just one concern? Multiple?

Commissioner Mitchell: At least 3 people. They were curious, they wanted to come and comment but it was aa 4pm meeting and there was no public comment available that evening.

Mayor Hechler: That's interesting because we only had 1 public comment today.

Commissioner Fahl: You never know with public comment, whatever is on the agenda will drive it.

Commissioner Mitchell: Everybody is at the lake, nobody is here.

Commissioner Fahl: Well, I'm fresher in the morning too, and I voted against changing it, but I also believe that with elections coming up, that we should let that change happen when the new commissioners come in, so I'll just suck it up until the end of my term.

Mayor Hechler: Commissioner Hoeppe, do you have any desires?

Commissioner Hoeppe: I'm fine with either way, but what I like about the 4pm is that people reached out to me with the same issue of the public comment, that they want to

have a chance to speak. My thought of changing it to 4pm in the first place, what I didn't see, is when it comes to public input and presentations. I believe, when it comes to public input and presentations, we should do that in the evening meeting, so that more people have a chance to come and attend. At the end, when we make the decisions, we have people that say, "Oh I didn't have a chance to talk", or "Oh, I couldn't come to that meeting.", and we should try and prevent those comments. It saddens me a little bit when I see, a lot of times, we listen to the public hearings, hear everyone present, and then make our decisions, for example, the striping, we say yes let's do it, and the after the fact we have people coming out of the woodwork saying, "Oh that is the worst thing ever, I am an engineer." Well okay, you are an engineer, but we didn't see you present. So, I understand when we get visitors from Albuquerque or wherever, they have a time frame, but maybe we could invite them via skype or phone, so that we can include the public comment in our meetings where it is available to everyone in the evenings who wants to comment. That way, we can give multiple people a chance to speak up.

Mayor Hechler: Those are good points, it's kind of outside of the scope of what we are doing here, but those are good points.

City Manager Whitehead: If I could chime in, just on the public comment, clearly, it's a little outside the means of this discussion, I don't want to over-debate it, but I think we see a trend where people aren't coming to the meetings, no matter what we try. I think with the ICIP, when we saw that we had those meetings, we still had low participation. The staff, Carrie, and I, have been trying to figure out a way to meet people where they are, one of the things we have talked about is to find a way that we can have a public comment form on the website. Potentially, at the meeting we wouldn't get public comment, but with some time, we could probably find the right mechanism where people can go to present their public comments on anything on the agenda, get them to us, and get them put on the record. Even with the ICIP, we could try to use that, use the Doppler system to try and get people involved. People are busy, and they do see it and say that they couldn't get there. I think there are some solutions we can continue to work through, as we continue to improve our communication skills through our website and our online presence. I think that probably deserves as much opportunity as putting in public comment. No problem to add it, the policies say it was only at one meeting, it does make the second meeting roll a little faster, but I'm sure the staff would have no problem adding it. I just think we can do a better job of catching people where they are and give them a better platform to voice their concerns, rather than just public comment.

Mayor Hechler: A Question for you commissioners, it's a trend I've noticed that there has been less public comment in the last few meetings, is that accurate? I think there's an openness with our city management to address situations, and we have a public information officer on board now that gets information out to the public, to inform folks about what's going on. I think that being in open communication with the public generates less public comment. I think that's a fair statement to make and I think that's where we are. To me, I don't think I would want to change anything right now unless there's pressure to do so. As long as we stay open and communicate with the public, and our management is and our PIO is, then I think we are doing a good job. So, with



that, I will entertain a motion to either keep it the same, or the motion would have to say specifically what the new times are, and I'm open for either/or. Unless we have further discussion, I will take that motion.

City Attorney Rubin: I liked Destiny's comment. You were talking about looking at this again in January when we have the new commissioners. Maybe make a motion to do it the same for the rest of this year? Then we can come back and look at it.

Commissioner Fahl: We can approve it and then the new commission could say they want to revisit it.

**Commissioner Fahl made a motion to approve Resolution No. 01 25/26 Open Meeting Act Resolution. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**2. Discussion/Action: Resolution No. 02 25/26 Authorizing Acceptance of Water Trust Board (WTB) Project No. 6621-WPF Funding Offer; Flood Prevention Project; Cantrell Dam Breach & Watershed Drainage from New Mexico Finance Authority (NMFA).**

Assistant City Manager Alvarez: As I updated the commission previously, the city did receive an award offer from the Water Trust Board, this will be for construction of the flood control improvements for Cantrell Dam. We received an offer of a 90% grant in the amount of \$7,281,000. That will come with a 10% loan in the amount of \$809,000 as well as a cash match in the amount of \$809,000. The plan and design on the dam has been completed, presented to the commission, and accepted. So, the next step would be moving into construction if the commission desires to accept this award, the resolution is a requirement of WTB. With that, I stand for any questions.

Mayor Hechler: We know that our flood commissioner, Sandy Jones, has committed to \$400,000 of this \$800,000. How does that work out? Do we just get the loan for half that amount? How do we receive those funds from the flood commissioner and how does it affect our overall loan that we are supposed to get?

City Manager Whitehead: The flood commissioner funds would come to the city through potentially an MOU, we would have to develop a process for them to transfer the funds, their county funds, so they would just do that. As we are developing our projects through our budget, every project has its own line item, so the grant from the flood commission to the city would be its own line item, and we would expend that accordingly. This does have a loan component for the same amount. It's a 90% grant, 10% loan, and a 10% match. That's 100%.

Mayor Pro-Tem Forrister: Interesting.

City Manager Whitehead: We would have \$400,000 that would come from the flood commission, we would have to match the other \$409,000 which potentially could be street funding, we will have to figure that out, and then we have the loan component.

Mayor Hechler: And we're matching, again, from what funding?

City Manager Whitehead: Well Streets is where we handle the flood, so floods and streets, so the funding would come from the streets department.

Mayor Hechler: Would that be bond money?

City Manager Whitehead: No, my understanding of the bond and the way I've approached bonds, I would not propose that we use the GO Bond funds in this particular situation. It did say streets, but my position is that we should use those to cover actual streets that we perform water projects under. That was what the citizens envisioned when they voted for that tax. So, I would not use GO Bond for this particular match. We receive approximately \$600,000 this year in gross receipt tax and fuel tax, so we would go back and look to see how we would accumulate, and we have some savings. The road department is carrying a little bit of a cash balance. So, we will meet with Buster, work together as a team, and assess where we will get the other \$400,000.

Commissioner Fahl: Where would the loan repayment come from?

City Manager Whitehead: The same pots, from Streets. It'll be a Streets loan debt, that's where that would be. Or we could find another way and put it from the general fund, we would just find a way, intercept agreement through gross receipts tax is probably what the Water Trust Board would want for loan security.

**Mayor Pro-Tem Forrister made a motion to approve Resolution No. 02 25/26 Authorizing Acceptance of Water Trust Board (WTB) Project No. 6621-WPF Funding Offer; Flood Prevention Project; Cantrell Dam Breach & Watershed Drainage from New Mexico Finance Authority (NMFA). Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**3. Discussion/Action: Resolution No. 03 25/26 South Central Council of Governments Annual Dues.**

City Manager Whitehead: This is an annual contract with the South-Central Council of Governments, who represent Socorro, Sierra, and Doña Ana County. They are an arm of the Economic Development Department. I am pleased to ask and present this to you. The dues for the year, for us being members, is \$2,187. One of the primary functions the Council does is that they also oversee and manage the Workforce Development Board, which oversees all the dollars that come in from the Department of Labor, it's actually 7 counties, not just the 3 counties. But as it really pertains to us, you got to see Yvette, we brought the council in to help us with our ICIP this year, we are building a



relationship with SJOA so that we can help them there. We are going to use Yvette a few more days in the office, so we're getting some, what looks like free service, but it really is membership service to find the grants. We are inviting Yvette to many of these grant meetings, so she can see, potentially, where we are pulling back some items, we have been handing off to engineers to fill out for us. Engineering firms have become pretty good at finding all the grant programs, they have good staff, they are fast and nimble. But we think we can save some money by using the Council. I think this year we are going to see that we will get our money's worth. We may move Evette, or we may actually need to pay some more, and you Yvette, so I refer to her by her first name, so you can have that relation, but potentially, we can get 2 or 3 days of work where we bring her in as some additional support staff. So, our recommendation is that we approve the additional agreement with the South-Central Council of Governments. Angela helped us with our map program that we just did and presented. We are receiving about, I think, \$500 for the Street Sidewalk Project. The Council of Governments does touch on a lot of things that are quiet, you don't really know about, but they need all of us to participate and be members.

Commissioner Fahl: COG is very important to the things that we can do.

Mayor Hechler: I think this is some of the best money that we could spend right now. A couple years ago, and I served on that board, I represent the community on that board, but I was wondering what they did for us because we didn't ask for enough. That story has changed, we are asking, and they're delivering. That's the important relationship that we want, we want to belong with them, but we also need to know what to ask for and how to get it, and we are achieving that. As a former member of that group, Gary, you know the inner workings of it, and you know what they can do, and what they can produce. I think that's an important relationship, and I look forward to your education in that regard so that we know what to ask for and what we can do for our community, so I think it's money well-spent.

**Commissioner Fahl made a motion to approve Resolution No. 03 25/26 South Central Council of Governments Annual Dues. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

- 4. Discussion/Action: Resolution No. 04 25/26 Authorizing Acceptance of Colonias Infrastructure Fund Project No. 6738-CIF funding offer; Water Infrastructure, Municipal WW Collection PER from the New Mexico Finance Authority (NMFA).**

Assistant City Manager Alvarez: This is an award from the Colonias Infrastructure Fund Project. We received a 90% grant in the amount of \$171,900, a 10% loan in the amount of \$19,100, as well as a required cash match of 10% of \$19,100. These funds will go to do a Municipal Wastewater Collection PER. Mayor, as you stated, we have been extremely lucky in all the funding that we have received in our Water system, but one of the requirements of Colonias, Water Trust Board, USDA, all of those, require a preliminary engineering report, a planning document, in order to apply for their funds. Our hope is that we can get the collection system PER completed, and that will open us up to start applying for funds to start fixing some of our Wastewater areas.

City Manager Whitehead: I will add that this is a project we will use GO Bonds to do the match.

Mayor Hechler: Thank you for that. You know, I wasn't expecting this award until September, and my worry was that we didn't get it until September, using that report to approach our legislature for money for next year. Having this award so soon and knowing we are going to get it so soon, I hope it opens the door for us to get our PER done quicker. I'm hoping that's the case, I don't know if it will be.

Assistant City Manager Alvarez: The resolution is part of Readiness to Proceed items. So, we will do the resolution and then in your packet, you'll see an award letter, there are a few other items we will have to submit, and then they will be sending down the loan and grant agreement. I don't necessarily expect us to see the loan and grant agreement portion until September. That's their normal timeframe.

Mayor Hechler: I get a little excited when we have the opportunity for money. But that's okay, it's coming so we will get it then. Remember, we are completing the circle here, first is Water, and we have gotten that, now it's Wastewater, we are taking it out, we have got to get it back home, then it's going to be Streets. I wish I had 10 more years, I don't. So, that's the big picture, that's the direction we are going to, and we will get it worked out. So, good job on that and I'm looking forward to it. These are exciting times, even though it's hard to get there sometimes.

**Mayor Pro-Tem Forrister made a motion to approve Resolution No. 04 25/26 Authorizing Acceptance of Colonias Infrastructure Fund Project No. 6738-CIF funding offer; Water Infrastructure, Municipal WW Collection PER from the New Mexico Finance Authority (NMFA). Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**5. Discussion/Action: Resolution No. 05 25/26 Declaring a disaster in the City of Truth or Consequences related to a natural tornado force wind event.**

City Manager Whitehead: On July 2<sup>nd</sup>, there was a weather event that happened in Truth or Consequences, around 7<sup>th</sup> Street to 9<sup>th</sup> Street, actually it extended all the way



to the Golf Course, we didn't find that out until the next day. If you draw a line, you can see it consistently moved about 8 city blocks, causing damage. The disaster declaration in this particular case, let me point out a couple of items. I did work with Ryan, our EMO, I want to thank the chief. When we got on scene, the scene was in pretty good shape, it wasn't chaos, the event was over, the residents were safe, there was no injury or damage, so it became a really easy scene to manage and figure out how to get the poles back up and electricity back on. I really have to thank Bo and his team. Bo assesses the damage in minutes and started sending the crew to pick up pieces, that was really impressive to watch how quickly he assesses what needed to come back on. It took us about 3 hours to get to that, and we did have rain in the middle of that, so the crews had to come down for about 30 minutes, but the crews did a good job. We were able to get the Streets department out to barricade the roads, we were able to use the Streets department to pick up one of the roofs that was in between Date Street and the parking lot of AutoZone. The primary reason to ask for the declaration of emergency really was that we were unsure what we needed to do, we did have a roof laying on a private residence. I felt like we were going to need someone that had a crane at that moment to potentially get that off. As the scene settled down, it turned out that the lines that were down were primarily Windstream lines, so there was no electrical concern. Windstream had to send a team all the way from Española to get here to fix those lines. They weren't able to get on scene until 3 in the morning, so we couldn't really move the roof that was in the road and the roof that was on the house until the next morning. The emergency declaration really allowed me the ability to make some decisions to bring in any assets that we would have inside the community. Bartoo was the only contractor that I was aware of that had a crane, that was my initial thinking was that I was going to have him get his crane and lift that off, but it turned out they had a better idea in the morning, they assessed it and within an hour had the street cleaned and re-opened. Speaking with our Emergency Management Officer, the level that we would have to receive dollar-wise to approach the state would be \$51,397. The damage could possibly be that. I don't know if Windstream is going to ask for any support on their damage, they have not asked for the city. We were able to work within our means, so we have some overtime expense that night, some electrical inventory we were able to use, so again, I haven't received all the costs to see if we surpassed that level, but it would seem like we wouldn't be at that level. We won't be asking the state to assist us in this particular case. Items should generally come out of the budget, and the only outside expense we would have would be to cover the purchase order we listed. Again, the Emergency Declaration, I contacted the mayor, indicated to him that I would be doing so, contacted the finance department, and then contacted the chief. The chief and I are working great on the EMO side, where the chief was really able to contact. Once we got on-site, I think we felt together that we didn't need the EMO necessarily on-site. I have since asked the EMO to supply me with the weather report to see what the wind speeds were, what the wind damage was, I think Commissioner Mitchell has provided some assessment she has done through some of her students on the additional damage of what was done throughout the city. I think everybody has a copy of that. We also have some pictures, I'm sorry I didn't take the time to put those on the agenda. In the future, should we have a disaster that surpasses \$51,000, it would need to go to the state and also requires the County Commission to approve that. A declaration of disaster, we would approve it to

authorize me to have done the items we needed to do procurement-wise, and then we would approve it, and it would go to the County. The County would approve it, and it would go onto the state. It was clear that the other issue we didn't have was really a place for emergency procurement. As Jocelyn pointed out, in the final budget we are going to add a line item to the Commissioners, we will call it "Emergency Procurement". We have several certificates of deposit that we use as a backstop for additional cash, so we would probably remind the Commission that that line item would have 0 dollars in it, we would use that line item for the disaster, and then we would be able to pay for it using cash on-hand. We probably would budget the \$52,000, that would be the amount to put in that line, so we would know if we spent that, and we would be in a position to request some support from the state. Having said that, I will stand for any questions. So, what we would do here today would be to ask that you approve the disaster declaration, it specifies the time, and this would support Windstream, if they needed a disaster declaration to help them, if any of the residents needed a disaster declaration, an insurance company could come and say "I'm not going to replace your roof.", this would help any resident that might need that declaration. Further, the police chief will complete the report from that, and then we would be able to provide that to the citizens. As I said to them, we will get the roof off your house, the reason I needed to get that was because the wind could have come the other way and blown that backwards back onto our powerlines, so we clearly needed to remove it, but that was as far as we were able to go, everything else needs to be handled within their insurance companies. We will provide them the information and the disaster declaration, and I will stand for questions.

Commissioner Fahl: This really just is an internal document to authorize you to act? The actions that you took then, this just allows us that documentation to protect us from what you did, just saying you did that, and we are okay with it?

City Manager Whitehead: Correct, that would be acknowledging that the event happened, it was a real event, and at that moment we had to make decisions that would require us being able to utilize items outside of normal procurement. By bringing the finance director in, she was able to complete the emergency declaration, post that with the state, and in this particular case, the only emergency purchase was authorizing Bartoo to come in with his crane and other equipment to get the roof off the house. It could have been more, as the night progressed and we found other damage, we might have needed more. I know a lot of my disaster work that has come in the County where we are dealing with drainages and floods where you have to bring in all the contractors that have dozers, and you just have to be able to make that decision in the moment. In this case, it worked out pretty well, but you're acknowledging the work we did, and for the public that we had to do that at that moment, and for these reasons.

Commissioner Fahl: And then we're not going to send it to the County?

City Manager Whitehead: No, there would be no reason for us to do that.



## CITY COMMISSION JULY 9, 2025 REGULAR MEETING MINUTES

City Attorney Rubin: As Gary said we were in a state of emergency, I guess, are you okay with the time frame, though, because you had July 2<sup>nd</sup> at 5:30 and then it says July 3<sup>rd</sup>, 2025, did you mean to put a time?

City Manager Whitehead: I apologize, the time didn't get added, so we will need to correct that. The time was 6:50 I think that I had on my note. That was the notification that I received from Bo that Windstream had completed their work, and the streets were re-opened to the public, so that's the time. From the time we got the initial call, until I got notification that everyone was off scene, all entities that were working on the public's behalf.

City Attorney Rubin: So, it would be 6:50 on the 2<sup>nd</sup>, and 5:30 on the 3<sup>rd</sup>?

City Manager Whitehead: 5:30 from July 2<sup>nd</sup> until 6:50 July 3<sup>rd</sup>.

City Attorney Rubin: Got it.

Mayor Hechler: Commissioner Mitchell, thank you for your hard work in providing the additional documentation, is there anything you would like to say?

Commissioner Mitchell: I just wanted to put it out there, I thought this would be a really great opportunity for my students to do a real-world lab and learn that stuff doesn't just come out of a book. We solicited pictures from online and addresses, put them together, and came up with a little plot map. I was just curious as to where it all hit, so this gave us an idea. I wanted to put it supplemental to this report, to show that there is data that supports it, not just that we saw wind.

Commissioner Hoepfner: I'm questioning the resolution, when we are getting over \$50,000, what is necessary, then I see the necessity, but we don't have a detailed report yet of what the actual cost was. Did we go over that amount? Otherwise, when I did my research on it, with insurances, the roof was a private residence, the roof landed on a private residence, and the removal is the responsibility of the private resident or insurance, if they file a claim. My understanding of this discussion was that the city crews did their job. We established power, the power lines were reinstated, the internet, the Streets department cleaned up the debris from the streets, that is pretty much away from every city property, it was taken care of by city employees. So, to me, it seems like we did our part of the job, and everything else, when it comes to private property, it is sad, but it is up to the homeowner. It is not ours to remove things, and I looked at the picture of where the roof landed, and it was behind a bush. The likelihood that the roof would be blown over again was probably minimal. For safety reasons, then we should also include the fire department. We did our job, our part. So, my question is, with the removal of the roof off the private property, it wouldn't be our responsibility to pay. It would be insurance or the citizen who owns the home. Who will pay for that removal of the roof? Is it the resident who will need an insurance adjuster to come in and make an appraisal for estimated costs? I'm afraid that the insurance is not going to make the argument of it was removed so it isn't our problem anymore.

City Manager Whitehead: Sure, I think the first thing to say is that in those situations, there's a fine line between what's in the public good and what should be left. If the roof would have just been laying in their yard, potentially we would have said that they need to get insurance to remove that. In this particular case, once we get the report, we might be able to make a claim, we would work with our attorney, to make a claim against whoever's roof it was, once that's determined, through our investigative reporting, we would potentially go back and make a claim for whatever cost we had to their insurance. I think all those things are absolutely possible, but I would say to you, that I am not going to leave a scene where a roof is laying over people's homes that they have to live in and sleep in that could potentially harm them, that we could have some liability because we were on the street, we were working, for a couple thousand dollars. I think in those moments, that's why we have to make decisions, that's why I declared an emergency, we went through the process, and I think you just have to balance that out. I did speak to everybody, I did contact the fire chief who said, "It looks like it's beyond our scope.", we have a volunteer fire department, I don't think they have a crane, I don't think they would have brought their fire truck and try and use the ladder to try to remove it, it appeared to me that the simplest way to remove that piece of debris off the house was some type of a crane. I could have tried to call 4 companies in town that might have had a crane to try and get bids, try to get costs, but the emergency declaration says, you use what assets you have within the public domain to resolve the immediate emergency. That's as far as you can go, and that's as far as we did, and that was my communication. I will say, we are lucky it was a simple one, we are not dealing with what's going on in Ruidoso, or other places. It gives us a chance to assess what we should and shouldn't do, and make sure we can be a little bit more prepared.

Commissioner Hoeppner: For me, what is important here is, now we are partnering up with Sierra County Emergency Services, and they are included in those things. They normally do the assessment of danger and determine what is absolutely necessary at that moment. The concern here for me, like with the flooding in Williamsburg or everywhere else, is here in the city, where we spend the money. You said it is only \$2,000 but it is \$2,000 of taxpayer money. I want to make sure on the record here that we are getting the money for that removal back, that it is not on our side of the bill.

City Manager Whitehead: I would have to stand and say, we may not get that money back.

Mayor Pro-Tem Forrister: We did what we had to do, and if we can, great, and if we can't, then no. But we are human beings, and we take care of our citizens. If that was an emergency and that was your call, make the call.

City Manager Whitehead: We will get the reports, find the property owners, if the roof was not attached properly, if they had insurance, they've got to make claims. There was lots of vehicles damages, all the houses that were hit, all those residents are going to make claims against that insurance. We would be one of those parties that would say, "These were our costs for the damages that roof did.", we may get paid, we may not,



but certainly, I wouldn't want to leave something in this case and see if we get paid for it. We needed to deal with that, and that's the way I would approach any emergency in that situation. I'm always cognizant of, we have an obligation to remember that it is public money, and it has to be done correctly, hence why I started from the top, worked my way down, followed the process, and we have everything in order to have done what we did.

Commissioner Hoeppe: I wanted to see if we can table it until we have all the information together, damage estimates and all the reports in front of us. So, we can know what the damages were, where it took place, the reasoning for the decisions, etc. That way, we have it when insurance is asking for this declaration, they can proceed since they need a reason, and we would have the research to back it up.

Commissioner Fahl: What you could say is that he had to act in an emergency, and we are saying that he needed to do so. What we could ask him to do, is continue to follow this, which he will, and he will provide that information to us, so it gives us that clarity about what's going on because he's not just going to say, "I'm done with that, I'm going to put that aside."

City Attorney Rubin: That's exactly right, I was thinking the same thing. I think you can adopt a resolution, you should, and that doesn't stop the City Manager from further investigations, to see if we can recover any of our funds.

Commissioner Fahl: When you were saying, we can learn from what's happening in other places, in my work and in my husband's work, what they did at the County, when we have a big event like this, they always call it an After Action Report, so everybody sits down, and discusses what they did well and what they did poorly, and this is one of our first events like this, those are just good learning tools. I'm sure, chief, they will talk to you about that when you do those IC trainings. Those will really help the city leadership staff, Bo, and the street guys. Then when an event happens, they can say, "Oh, well we did this wrong, but we did this right. Let's work on our strengths and our weaknesses and we can all learn for the next time." Something bad always happens, but we can always learn from them. And soon, before people forget, it's only been a week, but in another week, nobody is going to remember what they said or what they did exactly, so you need to do that quickly. Those practices really help improve employee response and it helps the leaders a lot too, so just a suggestion.

Commissioner Mitchell: I think what we are putting into place here is a policy we have in place for in the future so that he can act. It's not referring to just this specific incident, but more detail will be coming out on that in the future.

Commissioner Hoeppe: Yeah, when we have a complete report with this document, it's very important. When I did my research, questions were coming up like what the impact was, what our budget was, and so on. There is so much on the list, so for me, there is a lot of documentation missing at this point. I'm not saying I don't want to scrap it, just that we have everything necessary, that is required, in place. The data, that there

was a storm, I mean we know, we see that there were winds, with our own eyes, but at the end of the day, we need to have data from the weather service explaining what happened, because insurance will ask. They will do that the easiest way, which is asking us. So, I want to make sure we are prepared for that, that we have the real numbers ready to go. That's why I'm saying, to do the resolution, in my opinion, it is a little early because we need more information.

Commissioner Fahl: What you're really doing, Ingo, is you're telling him that he had the authority to act in that capacity that day. For the future, and I don't know what we already have in place, Gary, but is there something in there that gives the City Manager the authority, like if we had another flood next week, would we have to do another resolution?

City Manager Whitehead: Absolutely. You have to do this every time; this is just the process. Like it or not, this is the statute.

Commissioner Fahl: So maybe in the future you can just do and then you could report to us, and we didn't need to do a resolution every time you had an event like that. Now, once it gets to the dollar level, of course, but if it stays below that, is that just something you can have in your capacity where we allow you to act in an emergency situation.

City Manager Whitehead: I would say no. Each one of these events are individuals. Jocelyn is pointing out that these are acts of God, so you can't make a policy that says the manager can do this, they are individual, independent. The bigger part of it is what we do in procurement, the fact that we spend public money to benefit the private sector in a disaster, it has to follow this process. So every single time we do this, these are the rules, the chief elected official needs to be contacted, the finance department needs to understand what is happening, has to do those declarations, we need to put it to the public, if the disaster was still ongoing, take Ruidoso, for example, they're able to, because the disaster is active, all the time, they probably convened an emergency meeting of their commission to say, "We are declaring this a disaster. Don't know what's going to happen, don't know where the chips are going to fall, but this is an unprecedented act of God, worse major is what our attorney might even say. So, you're saying, we're declaring that, so we can now act, at the fastest response. That's why I would say we aren't going to look for a policy that would give us something, we would say that in every instance like this, it would be our team. It could have been the Emergency Management Officer, Ryan could have been called, and it could have been something that happened in the County and in the city, and he would have been the active manager, I would have been part of that team. In this particular case, I just happened to be driving by. It could come in either direction, so you'd want to do those independently, each time, and they all rise to a different level. In this case, this is a simple process, the declaration says it happened, we understand, we have reported, we have shared the information with the public, and anything that comes out of it, the public has access to, there will be a full report, and if there's anything that could happen through applying for funding or through the insurance, we will make all those processes.



Jocelyn Holguin, Finance Director: I just want to clarify, through the state statute, when it's an emergency declaration, it's for the life, health, and wellness of the public. That's what the emergency code actually says. When you do the emergency declaration, you have to put it in the form that's on the state website, which is what we did, and I estimated \$5,999 just in case we met that threshold. All that is covered, and every time there is an emergency declaration, you have to declare it and you have to do a certain format, then you post it on the state site, they recognize it and send you an email. It's all a process, and there's not a threshold on an emergency declaration. You try to do your best to conserve, as needed, but in a real disaster case, you need to get people in, you just get them in, that's why it's called an emergency. That's why some things aren't considered time-sensitive, because you can get it done within the entity, but when it's an emergency, you just go out, like how Gary went and got Bartoo to assist, he did the right thing, and we were trying to make sure nobody was injured. If you actually walk the trail of the disaster, it was kind of scary to see. I feel like he did his due diligence, and I believe we all, as a team, did our due diligence. I agree with trying to get with the insurance, but there is a process, and we followed it. It's not my first emergency declaration, so we were on it, I just wanted to throw that in there.

Mayor Pro-Tem Forrister: Good job, team.

Commissioner Hoeppner: I just wanted to add, thank you for all the team has done to take care of the problem as quick as possible, I just want to make sure, because insurance will always try to get out of paying, that we have the proper documentation, that it was really a danger to the public, that we had to remove something from private property, that we have that in writing somewhere we can show to the insurance companies for the reason why, that it could have potentially harmed civilians, that it was absolutely necessary to do it this way. In the future, it's always a good thing to contact more people, like emergency services, so that we are in sync with those things, especially when we have to make those resolutions. With everyone's explanations here, I am okay with saying we can move forward.

Mayor Hechler: First of all, Manager Whitehead, thank you for being there at the time that it happened. That was an 18-hour day for Manager Whitehead, by the way. He stayed there on scene, took care of things, I always want to be on the side of doing more than we need to, than less. I never want to second guess anybody or anything. Safety, life preservation, property preservation, are paramount here, and I think we did everything we were supposed to do. That's important. We will pick up the pieces afterwards and figure it out, but when we go through the process, we do everything we possibly can to mitigate those things, and I think we did that, that was done. The next day, I went to the office, and Gary was working until 5:00, we looked at McAdoo Street, McAdoo was flooding, it was going to go over the edges, and he had the crew out there working on it. Guys, we are lucky to have Manager Whitehead here. We are lucky to have him working and doing the things he is doing. I am very appreciative of your efforts, Gary. Thank you for your hard work. I know it's been a long week for you, and it keeps on going, but you have to know that you're appreciated.

City Manager Whitehead: Thank you.

Commissioner Fahl: He said he loves his job.

City Manager Whitehead: I'm having a good time.

Mayor Hechler: That's where we are and that's how I feel about it. I think you make some valid points, Commissioner Hoeppe, in that we do need to have the final numbers, we need to have a final report, I think that's important. I'd like to entertain a motion that we do approve this resolution, but that we ask for a final report.

**Mayor Hechler made a motion to approve Resolution No. 05 25/26 Declaring a disaster in the City of Truth or Consequences related to a natural tornado force wind event with a final report submitted. Mayor Pro-Tem Forrester seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**6. Discussion/Action: Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.**

**This item was removed from the agenda.**

**G. NEW BUSINESS:**

**1. Discussion/Action: Approval of Purchase Requisitions over \$60,000.**

Jocelyn Holguin, Finance Director: This one is for the Electric Department, they sent over the request items for \$60,000 and over. These are the power services, a portion from the Sierra Electric Co-op, SSA Solar, Western Area Power Administration and Tri-State. The total is \$4,612,000 the breakdown of the totals for each one. That's just continuing services that are submitted through the Electric Department. It exceeds \$60,000 so we brought it to Commission.

Commissioner Fahl: We do these at the beginning of each fiscal year, don't we?

Jocelyn Holguin, Finance Director: Yeah, I sent out an email request to staff, and I am going to try to have everything next fiscal year.

Mayor Hechler: I do have a question, regarding the solar, is this our station down here by the Sanitation Department? I want to kind of get an update.

City Manager Whitehead: Each one of these items on the list is for us to pay the bill as we get charged. This is our wholesaler supplies. As it relates to solar, we would still have an open purchase order to pay for them. Currently they are not charging us, they are not



generating. They are still down. We're not paying, we just offset the loss and generation from solar from Sierra Electric. All these are, are open POs to those vendors that we buy power from, so that on a monthly basis when we get our invoice, finance can pay. We will have a few more of these, remember that one of the changes in finance was streamlining some of these things that we have to pay all year. This is instead of doing POs from each department. We have a few more \$60,000+ that are just annual regular items of normal course of business. But specifically, to the solar, we are not generating solar there, they are still paying rent, but we are not buying power from them.

Mayor Hechler: Thank you for that clarification.

**Mayor Pro-Tem Forrister made a motion to approve Purchase Requisitions over \$60,000. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**2. Discussion/Action: Statewide Price Agreement #40-000000-23-00023. Pluma, LLC for Foch Street project through Main Street.**

Jocelyn Holguin, Finance Director: I apologize, I didn't have my usual letter, but I was working on the emergency part also. This one is, and I did send it out with the final edits from both the city and Pluma, and it's for the Foch Street project Statewide Price Agreement. Attached is the pricing list associated with it. I'm requesting to move forward with this approval so that we can get that Foch Street project going.

City Attorney Rubin: Angela, could you show us the first page of the contract? I've looked back and forth at several drafts and I want to make sure we had the right parties. There it is, it has Pluma LLC, we went back and forth on how we were designating that, that's all I wanted to see.

Commissioner Fahl: Just a question, are they going to do project oversight and they're doing the construction, do they have turnkey people?

City Manager Whitehead: There's an additional contract you will see on there that will be for our contract management, with the architect firm that did the design. Jocelyn will present that. This will be just for the contractor.

Jocelyn Holguin, Finance Director: For construction.

City Manager Whitehead: Just the construction portion.

Mayor Hechler: It's interesting to note that Mayor Steve Green started this project before 2020, and here we are, hopefully finally putting the final pieces together to get this thing done.

City Manager Whitehead: Let me state that it's a bit odd for Jocelyn and I to be talking between Traci, she has been really instrumental, it's been on her plate for a long time. This has been a tough project, let me just remind you, I want to state that the project is completely visible to the public on our website. You can go to our website, you can click on Foch Street, see the plans, see the bids, the cost, the timeline, everything is there for the public to go look at. This was an effort before we got here, for 5 years at least, as you've said. It's taken several pots of money to come together. Through some good work by the team, we feel like we have a good understanding, we are the fiscal agent for this project, it's not our project, necessarily, so we are limited. We have been very open and clear with the contractor, we had to negotiate a price that would give us a complete project, would allow us some contingency dollars, and some project management dollars were there, there might be a few changes within the project on, not the scope of work, but the items we purchased that could give us some savings. We're going to put those in our pocket, if you will, for contingency. If the plan goes well, there were a couple of alternatives for some shading and other items that would go on Foch, we've agreed that if there were dollars left, we would try to then spend those with the contractor. The contractor had to make some considerable concessions to get to our number, so our hope would be that we spend everything down to the last penny, we get exactly the project, we get a good project, and we don't have many change orders. This has been a good collaborative effort and a really long project for all of you. I think Jocelyn and I are at the end here, and it's kind of worked out well for us for 2 months, but we know you guys have had a lot of work done to make this come together. We will set up meetings, we will go door-to-door of every residence and business that is on Foch Street, we will make an effort to let them know what the plan is, the construction time, we will even try to get to the side streets if we can, to let those residents know that it will be a little hard to get around Foch Street for, potentially, 6 months. We looked at opportunities and the best time to start, and there's no good window to start, we are going to mess up Christmas, etc. So, as soon as everybody's in order, as soon as we have an obligation from our funding source, as soon as we can get the contractor mobilized, we are going to start and try to get in and get out. With that, I will say to the team, great job here on this particular project, a really tough project.

**Commissioner Mitchell made a motion to approve the Statewide Price Agreement #40-000000-23-00023. Pluma, LLC for Foch Street project through Main Street. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**3. Discussion/Action: CES-Pland- direct purchase for Foch Street T or C Great Blocks project through Main Street.**

Jocelyn Holguin, Finance Director: As you are aware, Pland started this project a few years ago, so the initial contract has expired. We had to go look at other resources in order to incorporate them and do the project management. They are on CES, so we are

going that route in order to not hinder the project from moving forward. I would just request acceptance and approval of continuing with Pland to complete the Foch Street project.

**Commissioner Fahl made a motion to approve the CES-Pland- direct purchase for Foch Street T or C Great Blocks project through Main Street. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**4. Discussion/Action: CES 2023-05-R123-All-Smithco, traditional purchase for Well 2 replacements.**

Jocelyn Holguin, Finance Director: Initially, we had a review of Well #2; myself, Gary, and Jamie. We thought we would just need to replace the foundation, but upon further review, found that instead of just doing the outside of the well, we need to replace the well. That changed the scope of what we were expecting. Well #2 is above now, and with this process, we are going to turn it into a low ground well, and it won't need the covering and the housing we initially expected because it is so old. This well will be lined up with all the other wells that are already underground wells. This is a separate item because we are going to use the GO Bonds for this purchase as well, but it is a necessity. Basically, there is water in the forest growing behind the sheds, so we have to address and fix it.

Mayor Hechler: Mr. Whitehead, explain a little bit about this. This is a pretty hefty build, pretty expensive, and the alternative was a little bit cheaper, but this is actually much better for our community in the long run. Can you tell us a little bit more about that?

City Manager Whitehead: Jocelyn did a nice job explaining, I will try to add to it. Jamie introduced me, as I was coming on, looking at the different well fields, and all the wells are in really nice shape, and then she takes me to Well #2 and it's a 10x10 wooden structure, the bottom is rotted out, there's water in the well, the well is kind of leaking. When Jocelyn talks about above-ground and below-ground, there are submersible pumps, and there are above-ground pumps, so this is the last of the wells we have where the motor is above-ground. When we go look at it, it looks like a bearing is leaking, or a seal is out, so it's depositing water, the water has been there long enough that there's a cattail field that grows in the back of the wellhouse, so there's a way for rodents to get in. She said this has been one of those projects they haven't been able to get done, and they really need to get it done. I said we could look at the GO Bonds and see what we can do. Her vision is that it would be a seal and some bearings to make the shaft work, that would solve the water. Then we would just put in a new building, spend \$30,000-\$40,000. The foundation was in good shape, we would clean it up, we have already done Scada on Well #2, so the electric part is all out there, it's a very nice structure, so the well is attached, but it's just not in good shape. So, we invited 4 contractors to come participate in a process to look at this and give us a design-built concept, to tell us how they could fix the well and put a building. Simple process, we think we could do that under \$40,000. One of the contractors was Mauldin Drilling, they



chose not to participate. SmithCo. and Steve Bell were called, I'm not sure if Steve Bell ever put in a proposal, but those are the folks involved. When Mauldin partnered with SmithCo. and went to the site, his assessment was, "You don't have a well that's pumping this much capacity in an above-ground situation anymore." If we fixed it like we had intended, he said it would probably only last a few more years, and it would start the same process. That's where their proposal came to say, if we took the time, we would get rid of the building, he pad is good, we would go in and put a brand-new submersible pump at the 400 foot level, we would put in all new pipes, make it a 20+ year repair, we wouldn't have to build a new building, because you wouldn't see the well. We went back to the team and ultimately agreed that this is the best course of action, I had planned about \$200,000 to use at the Wastewater treatment plant from Bond #2, and I have not programmed any money from Bond #4 for Wastewater or water, we have not gotten to that. So, what I've proposed to the team is that we move those funds, we would use Wastewater in Bond #3 or #4, and let's go ahead and present and use this money, get Well #2 back online, get it to match the system, it would be the last well that really would then be proper, be the right repair. That's really our proposal. Between the time Jamie and I spoke, we had a water survey, and we had a pretty significant write-up for all those items I just described, Well #2 definitely needs our attention and that's giving us the next step to say, A) We should have done it a long time ago, but B) Now it's on the radar for the NM Water Department, our environment department, to see what we are going to do. We would ask for your approval to allow us to finish this process. Well #2, for those who aren't familiar, it's on Cook Street, and it's on the North side of the solar plant, so if you're driving down Cook, like you're going towards the big dam in Williamsburg, you would see it on the left side of the road. You can go by there and take a look and see what poor condition that well is in. It produces about 300-400 gallons a minute of water.

Mayor Hechler: So, this is a semi-permanent fix? In our lifetime, we won't have to mess with it again.

City Manager Whitehead: This is a permanent fix.

Mayor Pro-Tem Forrister: Until we have to replace the well.

City Manager Whitehead: Until we have to replace a pump, submersible pump, etc.

Commissioner Fahl: If you recall I got into a big argument with Arnie about this particular well, because he wanted \$1 million to fix Well #2. I know it's a substantial amount, but to get that well operating and using it better, that's certainly a lot less than we were told 2 years ago, that it would cost to fix it.

Mayor Hechler: Anyway, I thought it was worth the explanation so thank you for sharing.

**Commissioner Forrister made a motion to approve the CES 2023-05-R123-All-Smithco, traditional purchase for Well 2 replacements. Commissioner Hoepfner**

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

**H. ADJOURNMENT:**

**Mayor Hechler adjourned the meeting at 11:32 a.m.**

**Passed and Approved this 23<sup>rd</sup> day of July, 2025.**

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Rolf Hechler, Mayor

ATTEST:

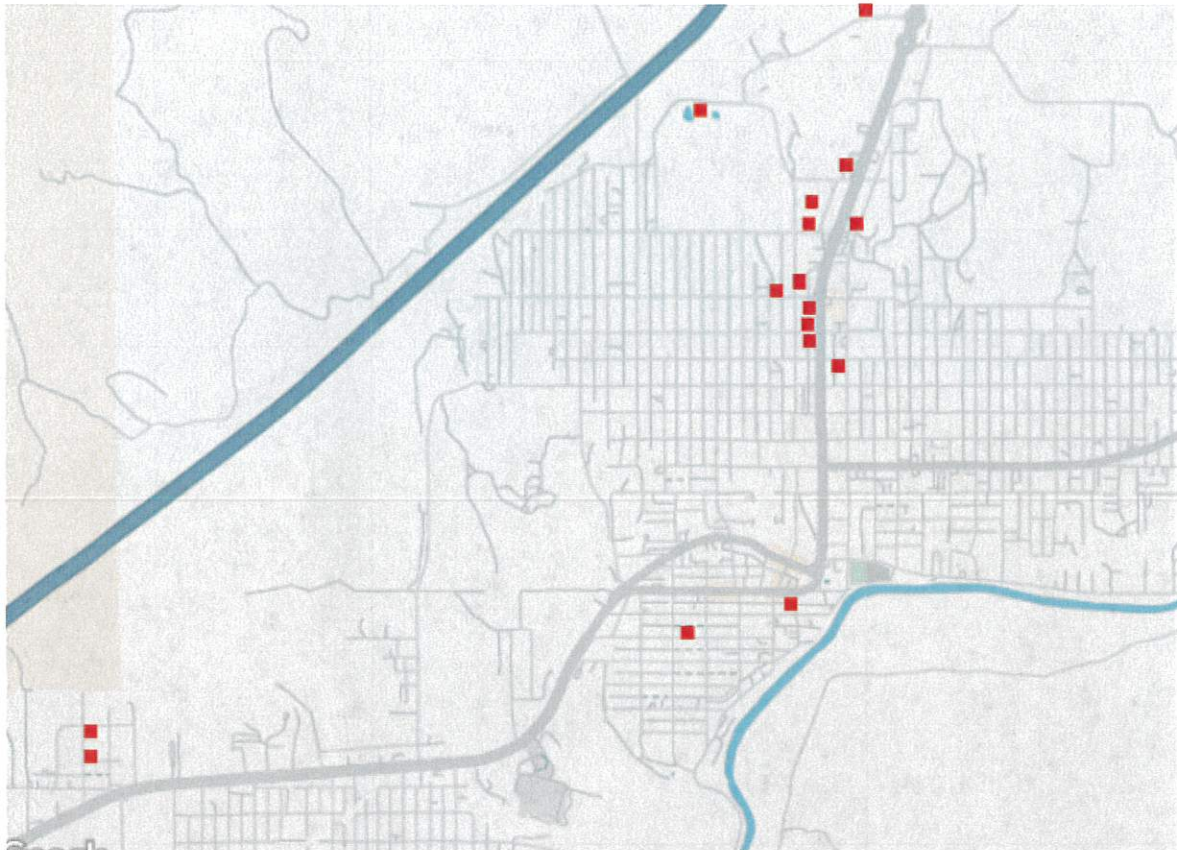
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Angela A. Torres, CMC, City Clerk

## **Library – activity report for FY 2025**

- As of June 30, 2025, Truth or Consequences Public Library has approximately 56,790 circulating items in our collection. The estimated replacement value of our collection is \$8,908,557.
- During FY 2025 (July 1, 2024 through June 30, 2025), the total number of people who visited our library was 19,992. We checked out 13,244 books and other library items, issued 170 new library cards, and we added 422 new items to our circulating collection.
- Our pre-school Story Time and Summer reading programs welcomed 385 children and adults for crafts and story-reading hours during the year.
- Our public computers were used in 3,364 individual sessions averaging ½ hour per session.
- The New Mexico State Library's Annual Report, which also serves as our application for the State Grant-in-Aid, opened on July 1, 2025. It consists of 52 pages asking 265 questions, both State and Federal, detailing the library's services to the community. The Report must be completed and returned on or before August 11, 2025. Its acceptance will determine our continued eligibility for the State Grants-in-Aid, as well as our participation in the State's GO Bond program and other government grants and assistance.





| Letter | Address             | Business              | Description                          | Area |
|--------|---------------------|-----------------------|--------------------------------------|------|
| A      | 901 Myrtle          | Residential           | Downed Tree                          | SW   |
| B      | 800 Myrtle          | Residential           | Downed Tree                          | SW   |
| C      | 522 Van Patten      | Residential           | Uprooted Tree near swimming pool     | SE   |
| D      | 200 Austin          | Near Riverbend        | Downed tree branch                   | SE   |
| E      | 904 1/2 Date        | Daddy's Farm & Gift   | Roof flew backwards towards pershing | NE   |
| F      | 800 Date            | Residential           | Carport Roof                         | NE   |
| G      | 1400 N. Date        | Los Arcos             | Property Damage                      | NE   |
| H      | 1301 N. Pershing    | Tradewinds Carriage A | Fallen Tree                          | NE   |
| I      | 1301 N. Pershing    | Tradewinds Carriage A | Air Conditioner blown off            | NE   |
| J      | 712 N. Date         | Jetson's Garage       | Fence knocked over                   | NE   |
| K      | 820 N. Date         | Autozone              | Debris                               | NE   |
| L      | 800 Fir             | Residential           | Porch roof removed                   | NE   |
| M      | 515 N. Date         | Catholic Church       | Downed Tree                          | NE   |
| N      | 900 Pershing Street | Residential           | Downed Tree                          | NE   |
| O      | 909 N. Date         | Michelles Salon       | Downed Sign                          | NE   |
| P      | 1801 N. Pershing    | TCMS                  | Property Damage                      | NE   |
| Q      | 601 Marie           | TorC Golf Coure       | Bench/Trash cans                     | NE   |







*Michele's*  
**Salon**  
&  
**Spa**

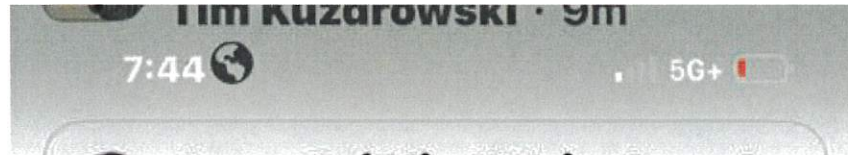


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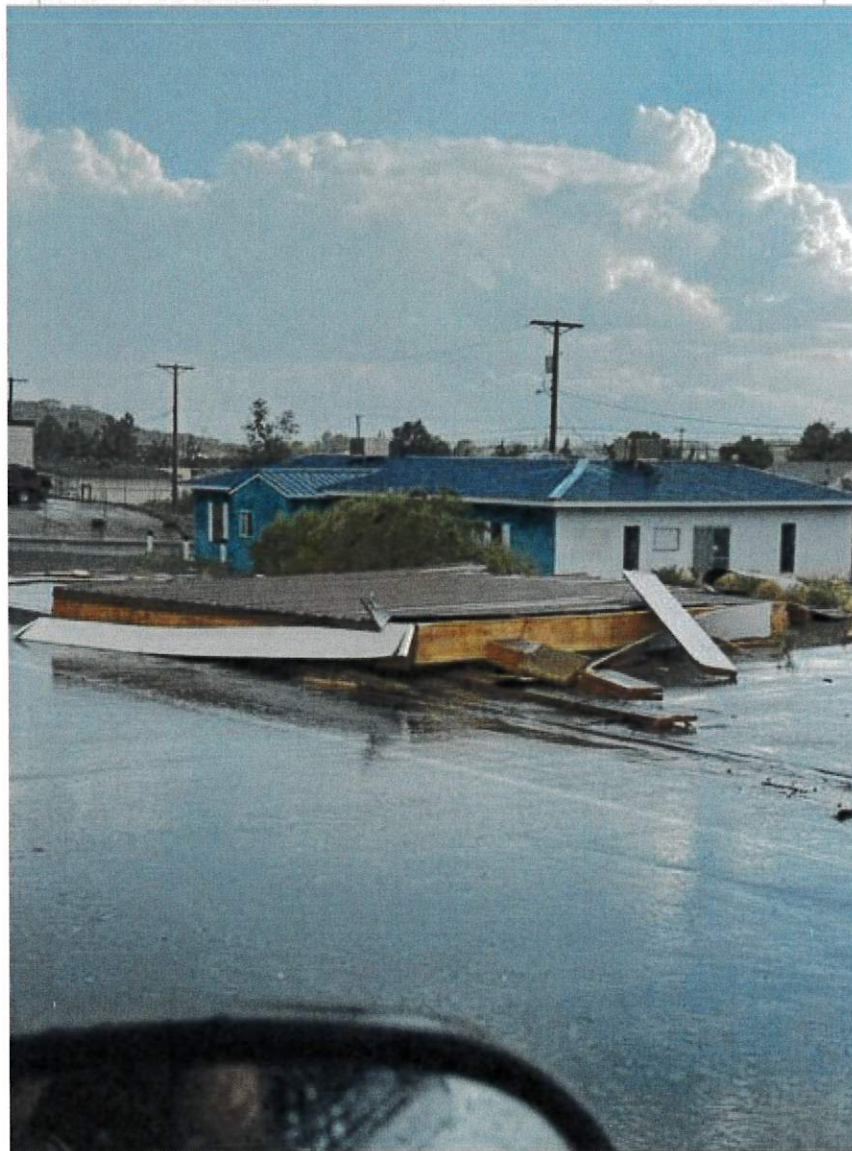




**Amy Griffin Whitehead**

44m •

I think we had a micro burst in town! I hope everyone survived it!



Location affected by the storm

Did ~~buildings collapse~~ in the storm













# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: F.2

**SUBJECT:** City Commission Regular Minutes, July 23, 2025  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** August 6, 2025  
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer  
**WHO WILL PRESENT THE ITEM:** Consent Calendar

### Summary/Background:

Minutes approval.

### Recommendation:

Approve the minutes.

### Attachments:

- Minutes

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

\$0.00

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

None.

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25

CITY COMMISSION MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
WEDNESDAY, JUNE 23, 2025

**A. CALL TO ORDER:**

The meeting was called to order by Mayor Rolf Hechler at 4:00 p.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

**B. INTRODUCTION:**

**1. ROLL CALL:**

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

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

MR. MAYOR, WE HAVE A QUORUM

Also Present: Gary Whitehead, City Manager  
Traci Alvarez, Assistant City Manager  
Jay Rubin, City Attorney  
Angela A. Torres, City Clerk-Treasurer  
Jocelyn Holguin, Finance Director  
Luis Tavizon, Chief of Police

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

**2. SILENT MEDITATION:**

Mayor Hechler called for fifteen seconds of silent meditation.

**3. PLEDGE OF ALLEGIANCE:**

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



**4. APPROVAL OF AGENDA:**

**Commissioner Hoeppner moved to approve the agenda as submitted. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**5. COMMISSION COMMENTS:**

Mayor Hechler: If any of our Commissioners are interested, the Municipal League is having Level 1 and Level 2 Training August 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup>, I believe the dates are. The deadlines are going to be the 29<sup>th</sup>-31<sup>st</sup> for people who want to go, so for anybody who wants to go, I think you'll have to get with Angela or someone with the city and register. That's the only comment I have.

**6. STAFF COMMENTS:**

City Manager Whitehead: Just to add to the Municipal League, their conference is coming up in late September. If you come to our office and meet with Jo, she has the information. Angela will help us; we will work together on that for those that want to register to go to the Municipal League Conference.

**C. PRESENTATIONS:**

**1. Introduction of Ms. New Mexico, Sarah Ortiz to the City Commission.**

**Jocelyn Holguin, Finance Director:** Sarah Ortiz is currently Ms. New Mexico, I've known her since she was a wee little baby. She is running for Ms. America; they will be in Las Vegas in August. To help promote her, I thought it would be nice to introduce her to our Commission and the City of T or C.

Sarah Ortiz, Ms. New Mexico: Hello, I'm Sarah, currently your Ms. New Mexico 2025, and I just wanted to come introduce myself. I am currently visiting all the towns, and we technically only have one city in New Mexico. I currently live in Albuquerque, but I am from Grant County, Silver City born and raised. I just wanted to make an appearance in all the small rural towns because they are often forgotten about, and once I won, I knew that's exactly what I wanted to focus on, where the smaller towns because normally everybody's focus is either Albuquerque, Santa Fe, or Las Cruces. So, if there is anything I can do to assist you guys, any community service projects you would like me to get involved with, please let me know. I would love to have the opportunity to work with all of you guys.

Mayor Hechler: Thank you, Ms. Ortiz, and thank you for gracing us with your presence. We have a couple of things where people visit us from time to time, but you're one of the best so thank you so much for being here. How do you know Jocelyn?

Sarah Ortiz, Ms. New Mexico: She's one of my mom's best friends, I grew up with her.

Mayor Hechler: What's on your schedule next other than visiting cities?

Sarah Ortiz, Ms. New Mexico: I have Miss America next month so on the 19<sup>th</sup> I leave for Las Vegas to compete Ms. New Mexico for Ms. America. I just really appreciate everybody's warm wishes and positive thoughts; any prayers sent my way I would really appreciate that. I am competing for a fabulous face event. I will leave all the information with Jocelyn. It's in partnership with Victoria's Voice Foundation. What it is, is that each contestant from 50 states agrees to partner with Victoria's Voice Foundation, and that's for drug and substance abuse. The founder of Ms. America, their daughter, unfortunately perished in 2009 due to substance abuse, so now they started a foundation, and we have all agreed to go ahead and support them in raising money and awareness. Along with fabulous face, it's a partnership with Victoria's Voice, so all proceeds will go to Victoria's Voice Foundation. I can leave all the information with Jocelyn, and I would appreciate everyone's vote. The people who come in with the most votes automatically get top 15, and Nex Mexico has never been top 15 before so I would really appreciate that.

Mayor Hechler: How do we vote?

Jocelyn Holguin, Finance Director: I'll send out the information.

Mayor Hechler: Well now we have a reason to watch you on tv.

Sarah Ortiz, Ms. New Mexico: It's on August 25<sup>th</sup>, Monday night.

City Manager Whitehead: Perhaps you'd like to take a photo? It would be great to have it for our newspaper and our website.

Sarah Ortiz, Ms. New Mexico: Yes, and if there are any upcoming events that you guys would like me to participate in, I'll leave my contact information for you guys to reach out, don't be afraid to call me, anything I can do for the community.

## **2. Compensation Study Report. Valliant Consulting Group.**

Kim DeFilippis, Project Director and Stacie Jackson, Compensation Solutions Director, introduced the presentation. (Complete copy attached hereto and made a part hereof)

Mayor Hechler: As you move the green dots below the minimum and all of a sudden you have a higher concentration at that line do you then also compensate the people that have been there a little bit longer?

Stacie Jackson, Compensation Solutions Director: That's a great point, we will talk about that in just a moment. That issue that you're describing, Mayor, is called compression. It's where salaries don't adequately distinguish between who the more

experienced person is, and who is not, because we are all paid the same. So, the cost analysis I'm about to present shows information in 2 phases. First is, what does it cost to at least get everybody in the range, and then the next phase is exactly what you've described: How do we avoid compression by moving people all the way between those two solid lines?

**(See Slide 16 for a visual)**

Mayor Hechler: So how do you suggest that we implement a COLA (Cost of Living Adjustment). Where in the fall of this thing does this go? It doesn't go at the beginning because then you're going to increase your percentages, right, and all of a sudden you get bigger rates. Do you do the same year, do you wait another year? How should that be implemented?

Stacie Jackson, Compensation Solutions Director: That's a good question, I think it might be a little bit different when we think about what to do immediately versus what to do down the road. Doing a COLA sooner rather than later can help get a lot of these employees up. For instance, if somebody is just 2% below minimum, and you do a 2% COLA, then they're in the range. Then you don't have to make additional increases. For those who are 4% behind, then there's just that extra 2% to keep going. So, if you have in your budget cycle to do colas immediately, you have a plan, you have it budgeted, then doing it first doesn't hurt anything. You don't have a lot of employees at the top of your range, so doing a COLA isn't going to push people above maximum, instead it is going to get people closer to minimum, which is a good thing. If you were to do the increase to minimum, and *then* a COLA, that can help address this compression issue, because again, you're looking at if somebody is actually in the range, they need to have a 10% increase. If you can give them a 4% increase today, you're going to get them closer to where they should be within the range. Essentially, it's not going to hurt you if you choose to do a COLA in addition to this process. I would advise re-evaluating the costs, and we can certainly assist with that process, in re-running numbers, so that you know how much more movement would be needed for your staff. Let's say you do all of this tomorrow. You find some change in the couch and you're able to go ahead and make these increases, we will talk in a little bit about how you keep a market system aligned with market. In a year, maybe you decide to do a COLA again. This time, you do a 3% increase. When you make that increase, we recommend taking your structure, and moving it with the COLA. If you do a 3%, move the whole structure up 3%. What that does is ensure that you never lag too far behind. If market is moving, and you're at least making some cost of living shifts, you won't lag too far behind what the market movement has been.

Mayor Hechler: If you implement a COLA, then you change the trajectory of the compensation highway along with it?

Stacie Jackson, Compensation Solutions Director: Yeah, that's essentially it. Great question.



Mayor Hechler: Going back to the exempt and nonexempt employees noticed that the midpoint for non-exempt at level NE6, let's go to NE7 which is \$48,000, then the exempt's midpoint, so it's getting pretty close. At what point do we decide an employee should be exempt or non-exempt? Sometimes when you go to exempt from non-exempt, you lose money because you don't work overtime anymore. So, is that an internal decision we make with budgets, or how should we handle it?

Stacie Jackson, Compensation Solutions Director: That's a wonderful question. So, the exempt reference is making a reference to a federal law called the Fair Labor Standards Act. It has all sorts of rules in it, including a rule that says "Everyone, no matter who you are, deserves to get extra pay when they work extra hours. But employers can exempt employees from overtime when certain criteria are met." That criteria includes that you have to earn a certain amount of money, and you have to be doing certain kinds of things in your job. In the course of this study, we did look at each position to see if each job meets criteria in the FLSA, and if most employers classify those jobs as exempt or non-exempt. When we saw that, we put in our recommendation if each job should be put in the exempt structure. If you decide, "We really think this job should be non-exempt", that is the safer option. It ensures an employee gets full protection of the law, and there's nothing that says you can't make a job non-exempt, but there are a lot of rules that say when you can make it exempt. That was folded into this review, if you were to choose down the road, "Hey, we think this job should really move to a different exemption status." Then our advice would be to look at the rules and regulations to ensure you comply. If you meet it, then you can put it in an exempt range. As you noted, there is some overlap between the ranges, that's purposeful, because there might be a common market rate between 2 jobs, but 1 meets that exemption practice and criteria, so we put it in the exempt range.

Mayor Hechler: Thank you, that's exhausted my questions.

Mayor Hechler: Are you going to tell us how we're going to pay for it?

City Manager Whitehead: I can. Let's go back to the Cost Assessment slide. What we essentially have done, I put this memo out to kind of lay out the roadmap that we'd like to be on for the compensation study. Let me say to the group, we feel very confident that we could handle the non-exempt in this particular presentation, the \$109,000. I also think we ought to move the 1 exempt employee that's off the highway, whomever that is, I have not looked at that. Just last week, we did receive an email with each employee, but I have not yet taken the time to look and see what employee is getting. I don't know any more than they know about what employees are on this chart, we have not yet assessed that. I wanted to see what the general charges were. The \$109,000, we feel very confident that we can handle this. On the electric side of our house, we know that we have enough funds in that to help the electric crew get to this level. It shouldn't be a problem. Jocelyn and I also made a decision. We looked at moving \$125,000 this year from each of the enterprise funds, but when we did the budget in the interim, we only put \$100,000. We've kind of set another \$100,000 aside in the enterprise funds that we could move in. We adjusted a couple of other departments,

and then if you'll remember, when we budgeted this year, we figured every single operation, every single department, at full employment. So, the number we have approved on our interim budget is full-staff, full-budget, full-benefits, so we feel 100% confident that we could easily reach the \$110,000 here. If you go to the next slide, the Cost to Mitigate Compression side, so the other piece would be, "Can we address the \$134,000?" and the answer is yes. With those extra dollars that we have in those line items, what we would propose doing would be to look at if we can cut a job. There might be a few departments that we would say, "We're going to take that job out, we haven't filled it, we have a few openings, let's take that, roll that in." and we also have some savings. The city has been frugal, so we do have a few dollars, we have a little over \$1 million, I think, in Santa Fe, in some certificates. We could, together, create enough cash to accomplish the \$240,000. It would actually be about \$244,000 if we moved the one exempt employee up. So that will be our recommendation when we get to the action item. We are confident we can pay for it. We are confident we can take care of all the non-exempt employees, and we are confident we can handle the compression as it relates to this. What we'd like to do is spend the next month, because when I approved this study and said, "Let's go forward", I set 4 categories out that we would address: 1 would be to get to the right salaries, let's be the place that people want to work, let's make that happen. But when we do so, if we're going to pay you more, then each of those jobs, when they get an advancement, should come with an evaluation process. It's in our current policy, but we've not been doing it as well as we probably should, so we want to put back the evaluation process. I felt like we needed to look at some of the job descriptions, we discussed that in detail today. I'll use this as an example, if somebody goes and gets a CDL today, we all talk about them getting a raise. Well, I think if you're going to get a job that requires you to drive an apparatus that takes a CDL, that should be part of your job. We need to go in and clean some of those up so that we're putting them in the right job, it's clear, and we can make sure some of those things happen. We'd like to take the month of August to really take the time to evaluate these 4 items, make sure we get those done and then present them back to the commission in September. At the first meeting in September, we would give you a full detailed plan. Between now and then, we would meet with every individual employee, we would meet with every department head to show them what that salary would be, where they would be moving, provided that you guys accept the secondary part of the plan. Then, we would implement it on the 20<sup>th</sup> of September. That's the first day of the new payroll cycle, and then that would be the say that they would come up with that compensation. With that, I will stand for questions. We feel confident that we can achieve this goal.

Commissioner Fahl: I guess I'll ask these questions now, I don't know if it plays into what you're talking about. So, when we're talking about step increases, because that's step 1, step 2. I don't recall seeing in the personnel policy, and it's so long, 2 questions, so I have never seen that we have a policy to do cost of living increases on a regular basis, and we probably should do that. I don't know if we've ever done that, I didn't see it in there, and, when we have everybody under this step plan, from what I've seen and experienced and helped set up in other places, if for example I started today, then I'm a step 1, whatever position it is. In other places, if I'm in that position for a year, I

automatically go up a step. Like, for the first 3 years, I'm automatically stepping up, so as an employee, I feel confident that if I stay, I will make it to the higher steps. It also takes the pressure off my supervisor of them for a raise, because I know those policies are already set in place. I'm automatically going to do that. So, after the first 3 years, it's 4 years before you get another step. There's a timeline of how you progress, instead of at the whim of your supervisor or the manager, the commission, whomever it is that gets involved. That's pretty much all lined out, and I did see that we had that in the past, so I'm hoping that's something you guys have thought about, those step increases are pretty much policy, so the only changes would be a merit increase. Then you have that opportunity, if you did a spectacular job and you came up with a new plan, say you did something great, you could give merit increases, but how they progress to the highest level, it's all laid out. Then everybody, as we all have worked, well we don't want to go and ask for a raise, "Well I deserve a raise" and there's no policy on how you get one, it's just that you have to go ask for it. So having those steps lined out I think is a really good thing to have in those policies, I don't know if that's what you've proposed already but I don't think we've had that in place.

Stacie Jackson, Compensation Solutions Director: You've highlighted many advantages of a step system, being able to ensure that there's this confidence that my salary is going to grow. Of course, step systems are very common in government environments, but we see them diminishing. We don't see as many of them as we used to. Part of the reason for that is when you have a step system, it tends to become very rigid. You're locked into place and I can only start someone at step 1. That person can only wait for that increase until the anniversary date. I don't have the opportunity to respond flexibly to different situations. So, as a result, we see a lot of organizations end up trying to work a way around the steps, "Maybe we'll give you a 2-step increase, but did we give everybody a 2-step increase? No." and then it can create kind of a mess. Our advice, and the structure that we've developed is not a step structure. It's what we call an open system. With it, I can go back to the table itself, but with it, you would pay anywhere between that minimum and maximum.

**(See Slide 12 for a Visual)**

Stacie Jackson, Compensation Solutions Director: In this structure of exempt grade E1, if you wanted to start someone at \$54,600, you could do that. If you want to start them at \$54,601...

Commissioner Fahl: I mean, it's just based on your skills. When you initially start somebody, maybe their skill is here, it's not because I feel like it, here's your skills, but it's after that.

Stacie Jackson, Compensation Solutions Director: Right. So, what we do with this is to compliment the advantages you're describing, and to ensure that there's still this open opportunity to be flexible, in addition to providing these structures, we've provided a tool we call a salary placement calculator. It does just that, it looks and sees, for example, we've got a new hire, they bring x number of years of experience, we plug it into the



excel file, and it says "This person should start at \$54,601" it's a guide, you can of course deviate, but it gives that consistency.

Commissioner Fahl: I agree, starting them that the principal that's very important, that they're placed in the right spot. If you are acting in that position, you shouldn't start as a 1 or whatever, but it's after that, I think having it open, I don't think that's fair to the employees because they want to know if they do their job, and they get a good performance evaluation, that we're going to start doing again, then they should automatically get this 2% raise, or whatever it is going to be, because then that's something to look forward to instead of saying, "Well it's just however they feel like it and I'm not comfortable with however the supervisor feels like it, I'm going to give them a raise." I don't think that's a good idea at all.

City Manager Whitehead: I think in this interim period that we will try to work to assess that. We discussed that a little bit today with the consultants, and again they are going to give us, this is what you *should* do. It's really more of a cost-of-living increase on an annual basis. What we would think about, there's a couple of ways to do it, we could do no raises set in stone, and then on an annual basis, we would have to present to you in the budget, "We think we can afford a 3% cost-of-living raise" and then the whole chart would go up, and everybody in the chart would go up, we could do that all on an annual basis. The weakness of that is it's a big hit on the budget in July. Currently, the pay structure that has been put in place allows for a cost-of-living or a merit increase, so on everyone's anniversary, they're all getting an increase. Everyone in the city is currently getting an increase whether we do an evaluation or not. So, I would want to go back and look at exactly what we're doing. Right now, I'm kind of holding the line to say, "We ought to put in a 1.5% increase every year for everybody, and we do it on their anniversary of employment so that moves along our budget time, we aren't hitting the budget all at one time. But then annually, we would come to the commission and say, "We think we want you to add an additional 2% to that so that this year, the chart, the structure, everybody gets a 2% increase on their anniversary date." I think now that we know what the costs are, we need to spend some time thinking about how the structure works, and we need to go back and assess what will be the best process to create kind of a step within that. But we also don't want a system now where the department head comes in and goes, "So and so is on E1 and I think they're doing a great job and the chart says they should be making \$79 now, that's what we need to pay them." we can't be in that situation either, it's got to be, this is the structure of how do we move up the chart. We discussed that at length today, cost-of-living, how do we move the chart, and come up with a fair structure. I think we need a little more time to really say what the best avenue is. We would look at what we're currently doing, and those other opportunities.

Commissioner Fahl: Okay, I don't like it but you'll have to convince me, I just think that, yeah, looking at it annually, that's great for us, but for an employee, if I don't know, I've been here a year, and I'm looking forward to this raise, and then you don't feel like giving it to me. We've been doing it, but I think we need to do everything we can to let

them have the confidence that if they work hard, they will be compensated, and not just at the whim of our budget.

City Manager Whitehead: If I misspoke, I was saying my recommendation would be that we set in stone a 1.5% raise, every year on your anniversary, you will always get at *least* that much. And to get that, you have to have a good evaluation, you have to do continued education, and you have to perform your job. If all those things are in order, you're at least going to get a 1.5% increase. Secondly to that, the hybrid would say, if we can afford more this year, insurance went up or para's gone up, or there's a new cost, would we then be able to go in and say we think we should compensate the employees a little more, and then you would be able to make that decision budgetary. That's the base concept, but again, we've had 1 day to see that, so we need some more time to really look it over and evaluate the costs to do that. But I do agree with you, I want it to be, you are absolutely going to get something every year when you do well, if you do these things, I get that. I think that is the right decision, it may not be as much as it has been, but it's going to be something.

Commissioner Hoepfner: I was working here as a civil servant for 12 years, and I was under the time 5, and WG system, so we had the beautiful step system, I started at \$13.45 and when I left I was at \$21.80. That was something plus the compensation for cost-of-living. I think instead of saying 1.5%, when the government is moving up and down, who is president and who is not, I think when we go by the numbers, what is decided by the government, that is every government employee, of course never an extreme number, like 8% raise of cost-of-living, it was always between 2.40% and I think the highest I ever got was 3.6%, that was the absolute highest at one point. I think when we adjust it, we don't say 1.5%, of course, for calculations that is the easiest way to do it, but also, everybody can look up what congress says, the cost-of-living increase they said 1.8%, then everybody knows, I'm getting a 1.8% raise on my anniversary. When it comes back here with employees that are going above and beyond, I don't know how it is in civil, we were able to put in the budget for bonuses by the evaluation aspect, it was calculated who gets a bonus because your evaluation showed "Hey, he did so many hours of overtime", and "That is natural catastrophic event, I jumped in my car, I was there and helped," that is beyond what the city is asking for. I think at the end of the year, especially around Christmas, the people who get good evaluations, should get this encouragement, that we maybe calculate for a bonus structure, if that is even legal.

Commissioner Fahl: I don't think that's legal anymore, is it? I don't think you can give bonus.

City Manager Whitehead: There are some programs that would be consistent with pay that you could do some of that. We have talked a little bit about that.

Commissioner Hoepfner: That is pretty much my question, is it even legal on a city level, can we actually do that? I think it was always partially fairly given out, those bonuses. Some more than less.

Stacie Jackson, Compensation Solutions Director: Well I would certainly defer to your legal council on that, from my experience, it's often considered a gift of public money, so it's not allowable, but if allowable, if possible, that is a great avenue to consider, being able to provide a lump sum one time check that doesn't bring your base pay salary up, but still rewards an individual. Very common outside of government.

Commissioner Hoeppe: Exactly, but even in government, like say, I worked in government for years, but German laws are a little bit different. It's for the people. The capitalist society it isn't the case. It offers giving to the shareholders and not to the people who pay.

City Attorney Rubin: Since I am legal counsel, I would probably have to confer with Mr. Whitehead before I give an opinion on the bonuses or whatever, so I'd have to look at that.

Mayor Hechler: Manager Whitehead, what is our current base rate generally, ballpark?

City Manager Whitehead: Over the last 45 days, we're doing really well, I think we're at like 95% employment. I think Alona has 7 jobs, a couple just recently opened, but we've had a good summer, we have filled a lot of positions. But we struggle because there's still turnover. One of the things I wanted to point out was that currently our base, our bottom salary, is \$12.25 or \$12.50, and in the current structure, everybody's got a pay increase, but our payroll structure did not. Everyone's climbing but everyone is starting out really low, then that separation. That's were using the chart and staying in that, not only giving the employees a raise, but giving the chart a raise, is going to be a much-improved situation over the last study. But we've had a good summer, our temporary seasonal employees, that worked fairly well. We are fully employed there.

Stacie Jackson, Compensation Solutions Director: Well, all of this discussion I think feeds quite well into some of the last few slides we've got.

**(See Slide 18 for a visual)**

#### **D. CONSENT CALENDAR:**

##### **1. Purchase report of items between \$20,000 and \$60,000**

City Manager Whitehead: These items are items that we have to approve on an annual basis. We did not include a lot of the information. We did include the information on Bartoo Sand & Gravel which is for the emergency purchase, we opened that PO for \$59,999, we spent \$1,600 to remove the roof and stuff from the street, that will be fleshed out completely in our emergency management report that we will give to the commission at the end of August, but that purchase order is in there for that purpose. Then that will be closed out because there is no more cost or charges for that emergency. The rest of the line items, as you can see, were Pitney Bowes, which is an



annual, they're all items that we pay, we just need to open all the purchase orders to process for our annual payments. When Jocelyn had briefed me on this, I approved moving forward without the support documents, because the agenda packet would have been another 1,000 pages. However, when I looked through the documents, there were 4 items on here that were really of a specific nature, so I went and presented to you today with the support documents. Let me address 2 of them: the Wilson & Company for community development, on page 2 of that list, those are not new purchase orders, and somehow in our process, these were rollover purchase orders, so they were already approved, and if you look at the documents I gave you, you guys approved those two purchase orders last year. Those are open PO's for projects that are still ongoing, so those are not new items, we aren't purchasing anything new, there is no new contract, they were both done last year.

Jocelyn Holguin, Finance Director: This was printed from the Tyler system, so it didn't filter out the days, it just filtered out the dollar threshold. So that's from July 1 to current. That's why those July rollovers are in there.

City Manager Whitehead: The other 2 that were, again, specific purchases in this time period that I approved, 1 was for the Fire Department, they purchased a thermal imaging, so I've included all the documents that came off a federal contract, federal state, those are fire funds, all processed and approved properly. Then we have a police car coming and we needed to pay for the upfit on that police car, I think that's through the Grow Grant. Then, you have the support documents. So, I wanted to make sure I had those in there properly for you, which we might have caught that before the packet went out, but otherwise, every other item on here is a regular annual contract we need an open PO for, to process normal bills.

Mayor Hechler: I just want to make 1 point for clarification, Manager Whitehead, is that the emergency order you presented was for \$59,999. That's not the bill.

Manager Whitehead: That is not the bill.

Mayor Hechler: I don't want people to take a cursory look at that and think that's what we paid for the emergency. We only paid \$1,600 for the emergency, correct?

Manager Whitehead: That's it, plus internal costs. We will have, overtime, you know, the electric department had to put up some crossarms, some wire, we are getting all those costs. So, we had some internal costs that were part of it, but externally, for what we needed to deal with the emergency, it was \$1,600 to the local contractor.

Jocelyn Holguin, Finance Director: Initially, for the declaration of disaster in New Mexico, Sierra County is \$57,000 so I opened it for \$59,000 because I wasn't sure at the moment. I knew we would adjust to it. It was either going to go up or down. But I just wanted the threshold in there in case we had to do a declaration to get reimbursements or to help the citizens with their insurance claims. So that's the typical route I take when declaring an emergency like that.

Commissioner Fahl: Thank you for that clarification, it was a little misleading when you looked at the bill and looked at that amount.

City Manager Whitehead: We will go back over it in that report, but that's why you'd say we're declaring an emergency, we get finance in, they would notify the state that we're doing it, and we'd open a PO for the maximum we could open it for, and then say, no we're going to go higher, right, then you resolve it. But again, all this will be fleshed out through the report we are developing.

Commissioner Fahl: Right, I had asked what that was when I first got here because I misunderstood it also, so if I did, not saying I'm smart, but if I misunderstood it, maybe other people did too, so thank you for clarifying that.

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

**E. ORDINANCES/RESOLUTIONS/ZONING:**

**1. Discussion/Action: Appeal regarding the issuance of a Kennel Permit at 412 Elm.**

City Manager Whitehead: At our last regular meeting, you received an application from the Planning & Zoning Commission to provide a temporary permit for a kennel. The Zoning board had given it a conditional pass. In that meeting, our Code Enforcement indicated that the applicant was completely in compliance, so the commission made the decision to grant the full 1-year permit, understanding that the next-door neighbor had the condition of moving the kennel, that was part of the deal, part of the decision to move forward. You granted that. The Planning & Zoning board received some feedback and some comment that they weren't happy with that decision, so we instructed them to potentially file an appeal, and that's why we're here today, to hear from the parties what the situation is within that code, where we are with the code, and then I think the next door neighbor, Scott, is here as well, to make a presentation. With that, we will stand for some questions, and then you can ask for presentations.

Mayor Hechler: Alright yeah, we are going to deviate from normal protocol, because Planning & Zoning have already had a meeting, and a public meeting, right? But we can still call people up to speak on their behalf.

City Manager Whitehead: Absolutely, I would say this is really not a formal process, and/or it is not necessarily an appeal from within our code, we just decided to put this back on the agenda, so we can have a discussion about it, find out what the conditions were and give everybody an opportunity to discuss this issue with you.

Mayor Hechler: There's been a couple of new revelations since we started this thing, for instance, I know there's been a re-inspection of the premises, and we also know now that the person was going to move the kennels, we had initially thought we didn't know if they were going to move or not. We had received a complaint in between, indicating that the kennels were not moved and weren't going to be moved, and now the kennels are going to be moved, is that correct?

City Clerk Torres: Yes, I have been in contact with the applicant, he is not able to make it today, he had a prior commitment, but I did upload his progress in the packet, and he said the kennels should be moved and everything should be done by the end of July.

Commissioner Fahl: Well, that's next week.

City Clerk Torres: Every time he does something new, he's been sending me new photos, and he said he is trying to get everything done, to be in compliance. Even though he is in compliance without moving it, he did say that he agreed to move the kennels and everything. If you look at the packet, he's done a lot of work. If you can see, he has put fencing. He says he has disinfected that area to avoid any kind of odors, and he has the pallets, he is making great progress, in my opinion, to get these kennels moved. He is going to get the new kennels moved, and then the dogs in the old kennel, everything should be moved, he said, by the end of July.

Mayor Hechler: Thank you for that update. With that ill open it up to anyone from the audience that would like to speak.

**Scott Valentine, Appellant:** My name is Scott Valentine, and I own the house at 414 North Elm, right next door. I have a 3-minute written presentation, thank you. It's my understanding, City Commission, that an unlicensed kennel has been allowed to operate in a residential neighborhood for months with Code Enforcement's approval. I was timid about opposing the kennel and was on good terms with my next-door neighbor. Restapaw Rescue is the name of the kennel. On Restapaw Rescue's Facebook post, dated May 7<sup>th</sup>, I quote, "At the peak of our numbers, fall and early winter, 22 rescued puppies, 4 adults, and 4 adult fosters, that's 32 dogs x 2 meals each day, 64 meals per day, 7 days a week = 448 meals." I live downwind, you'll see that picture of the porch that's in the corner of that picture is my front porch. The kennel that's right there is being moved, maybe 25 feet down the property line, so I'm still right there. According to Community Environmental Defense Service, a non-profit law firm, Richard Klein, phone number 410-654-3021, "the nationally recognized standards for kennels are A) Proposed kennels need to be guided away from residential neighborhoods. If a state-of-the-art kennel is proposed in a residential neighborhood, it needs to be 400 feet from the nearest home, and further, if noise analysis indicates, further distance is required. Dogs are only allowed outside to relieve themselves, and only during the day." I am all about personal freedom, the pursuit of one person's happiness cannot come at another person's expense. I am respectfully asking this Commission to step in and defend my quality of life. I've been very tolerant of my neighbor's wish. We are here today, all of us in the room, as a gift to everybody in this neighborhood. We are serving. The Commission's decision affects not only Restapaw,



but myself, and all of us in Truth or Consequences. I am not requesting Restapaw Rescue stop loving and caring for animals, I am suggesting that the easiest solution is simply to adhere to the existing rules pertaining to kennels in residential neighborhoods. The rules are well thought out and reasonable. The neighborhoods are for people, not for kennels. I am opposed to the kennel at 412 Elm, and I hope you agree. Thank you.

Mayor Hechler: I have a question. Are there less than 7 dogs there now as far as you know?

Scott Valentine, Appellant: There's 4 dogs in the kennel now, and then they have several fosters that are on the premises but not in the kennel.

Mayor Hechler: So, sir, we were led to believe, when this was originally presented to us, that you were in agreement with your neighbor, that if he moved the kennel away from your back window to another location on the property, that you were okay with it. That's what our understanding was at the time.

Scott Valentine, Appellant: Okay there is a chronology. At his application meeting, he voluntarily suggested that he could move the kennel. I was there to oppose, because it's not healthy for me. I cannot open the windows on that side, so we got all that. He said he'd move the kennel, and I said if you move it, I will not oppose you. Well, guess what? It's sitting right there, and I've put up with it all summer long, the dogs bark intermittently all night. When I hear that, what am I supposed to do, then just call Code Enforcement? But one dog roams around and just start barking. Anybody who walks by anybody walking by with their dog, whatever, anyway, and then the smell is the worst. It's not healthy, and as I read, there's a lot of dogs there, and I don't want it. I think I've made my point on that and hope I answered your question, sorry.

Mayor Hechler: The location then the location he is proposing to move the kennel is still not satisfactory?

Scott Valentine, Appellant: But he never did.

Mayor Hechler: He's in the process of doing that now according to the City Clerk.

Scott Valentine, Appellant: He had until the 14<sup>th</sup> to have it moved and he didn't move it, and now I'm opposing him. I mean, he had 35 days to move it and he didn't do it.

Mayor Hechler: We don't want to cause more stress for you and your neighbor.

Scott Valentine, Appellant: I appreciate that.

Mayor Hechler: We're trying to make the right decisions.

Scott Valentine, Appellant: We were getting along fine. As long as I gave into every single thing, we were great.

Mayor Hechler: Well, understand that the reason this commission made the decision that it made, because the information that we were presented was that you were okay with him moving the kennels. That's what was presented to us, that's why we made the decisions that we made. Now, the story seems like it's changed, so we'll figure things out, but I can't say it's going to go your way or any other way.

Scott Valentine, Appellant: I understand that, and I will honor your decisions.

Mayor Hechler: We'll have to rely on inspections, and I'd also like to hear from another person in our audience too, if we may. But thank you for that.

Scott Valentine, Appellant: Thank you so much.

Molly Hammer, Planning & Zoning Commission Member: Thank you for the opportunity for me to speak on behalf of the Planning & Zoning board. Behind me, I wanted to recognize that Chris Sisney, the chairman, is here, Susy Buhler, Co-Chair, and Lisa Kent, also a member, are behind me to support this presentation. Esther Luchini couldn't be here today, but she has provided a statement that I've printed and given to all of you. I only had very little time to prepare this, so I'm going to be reading a little bit, I apologize, but I will be looking down. As a member of the Planning & Zoning Board of Truth or Consequences, we understand that an appeal has been filed by Mr. Valentine, a neighboring property owner, regarding the 1-year kennel license granted to Mr. Flewelling by the commission on June 25<sup>th</sup>, 2025. The Planning & Zoning Board appreciates the opportunity to provide a statement in anticipation of Mr. Valentine's appeal. Not because we oppose Mr. Fluelling's request to operate a dog kennel, but because the permit should not have been presented to the commission before a formal recommendation was made by the board. I would like to briefly review the timeline of events to clarify our position. Mr. Flewelling is offering a much-needed service in our community, and we recognize this value that it brings to T or C. However, at our Planning & Zoning meeting on June 9<sup>th</sup>, Mr. Valentine, the neighbor, appeared to express concerns about noise, music, and odors coming from the kennel which is situated directly below his home's windows. At that meeting, and with the encouragement from the board, both Mr. Flewelling and Mr. Valentine came to a mutual agreement that Mr. Flewelling would relocate the kennel to the rear of his property to address the concerns raised by his neighbor. It was agreed by all parties that they would return to the next Planning & Zoning meeting, scheduled for July 14<sup>th</sup>, to demonstrate that this relocation had taken place. At that point, the board anticipated making a formal recommendation to the commission. That didn't happen. I wanted to direct your attention to the meeting minutes that I printed out that should be in front of you, 1 is at the top here, the applicant, Lon Flewelling, in the upper half of the meeting minutes page, he agreed that that will give everyone time to be able to do it and formulate a plan, referring to moving the kennel towards the back of the property. Again, this is from June 9<sup>th</sup>. Then, at the end, there was a motion made by Chairman Sisney to recommend a temporary approval, pending the relocation of the kennel. That's all in the minutes here. Unfortunately, it was during the follow-up meeting on July 14<sup>th</sup> that the board learned that the permit had already gone before the commission and had been

approved. This decision was unexpected and premature, as the agreed upon resolution had not yet been implemented or verified. Mr. Flewelling was not in compliance with his agreement at that time, and we were concerned that it went in front of the commission before we were able to make a formal recommendation. So, we respectfully ask the commission to consider these facts as you evaluate the merit of Mr. Valentine's approval. Our board remains committed to fair and transparent processes and we believe that proper procedure, including meaningful community input, must be followed to ensure the best outcomes for all parties involved. In our next meeting, I made a recommendation for an agenda item that we would like to have kind of a post-mortem discussion on what happened and how we can optimize our communication with the commission moving forward and optimize our support for the commission moving forward, because we felt like something really got missed here, and we did not support the agreement between the 2 parties, and it didn't happen, and we end up with very unhappy people and unhappy neighbors, and that's what we'd like to avoid. Thank you for your time and consideration. I provided another handout. Member Lisa Kent is here, she was able to come today, but Esther was not, so they both provided statements that they wanted me to share with the commission, and I printed them here for the record and for the minutes. Do you have anything to add, members, chairman, and co-chairman?

Chris Sisney, Planning & Zoning Commission Chairman: I think we've done a disservice to the town here by not having that meeting on the 14<sup>th</sup> and having both parties involved show up and discuss the results of their agreement. We've robbed Mr. Valentine of the opportunity to oppose the kennel. It sounds to me that he would have opposed it on the 14<sup>th</sup>, and I probably would have supported him on that because I believe if a neighbor complains, then I usually vote with the neighbor. I just think we did a disservice to everyone involved and I think we need an opportunity to make it right for all parties involved, thank you.

Mayor Hechler: Thank you. I do want to start out by saying, and I'll speak for myself personally, but I know the commission feels the same way, I really value the input that you guys put in, and the effort that you guys put in, at Planning & Zoning to get us what we need to begin so that we can make an informed decision. It's not perfect every time, we try to pay attention. I read every line that you guys write. I appreciate it, I appreciate your efforts, these are hard things to do sometimes, especially when you're dealing with neighbors and so on. I appreciate your efforts in that regard and thank you for making your recommendations. I think we got pushed a little bit when we had our commission meeting because we saw that there was a temporary permit, and we didn't see, well why issue a temporary permit if the problem was resolved? We thought that him moving the kennel and the neighbor agreeing that the kennel was to be moved would resolve the issue, and we made the stipulation, it wasn't binding, that the kennel was to be moved, and if that happened we would issue a permit. We were also under the impression that we could revoke the permit after a year if he wasn't in compliance, but that's kind of a long time. So, I see the error of our ways to some degree, but I'm not sure yet what we can do about it, so I will defer a little bit to Attorney Rubin. We had a motion, we passed it, and we issued a permit. Now where are we in that situation? Can we in any way revoke



that decision and put it back to Planning & Zoning for further determination, and then have it come back to us later?

City Attorney Rubin: Thank you very much. I think it speaks highly of the commission that you put it back on the agenda to discuss this today. That's good and I appreciate that we have a lot of input from the audience on this. The last thing that I think Officer Knull said, and I brought the minutes from our meeting, let's pull that out here. The last thing that Officer Knull told us, according to the minutes, "And if we approve, the city does reserve the right at any other commission meeting to revoke that permit at any time. So, if we come back next month and we receive 12 complaints, we can revoke the permit at that time." So that was the last thing that was said to you guys, to the commission, and therefore, I assume that when you approved the permit, that you did leave yourself open, if you wanted to come back later on, you can do that, to revoke the action that you took at the previous meeting. However, what I'm also hearing as I listen to what everyone is talking about is that the applicant is actually in compliance and there's been some back and forth from when Officer Knull first went out there and said there isn't any problems. Am I understanding this correctly, Ms. Torres?

City Clerk Torres: Yes, so according to the code, our applicant is in full compliance with his kennel permit. There has been 2 or 3 surprise inspections done, and there has been no foul odors, no other kind of violations, and our applicant is in the process of moving the kennel like he said. On the commission level, there was no stipulation, and the commission level is the final say on it, and there was no stipulation saying that he had x amount of time to move the kennel. We do have to take into consideration that things cost money in our economy right now, he is doing everything he can to try to move it and try to resolve this, even though it is not required of him, so I think we also need to take that into consideration.

City Attorney Rubin: Yes, I think that's important, that last thing you said, that it's not required of him to move it, I think that was like an agreement, but I mean, the action you took actually did not have that as a condition. But I understand we want people to work with each other, and I understood what was going on about the fact that there was an agreement here, but it sounds like the agreement's going to be fulfilled anyway, that is what I'm hearing.

Mayor Hechler: Even if it's fulfilled, we are still going to have unhappy neighbors, so there may be a situation, we're not going to be able to make everybody happy, we'll have to figure that out. Mr. Sisney, can you come and talk into the mic please.

City Attorney: To answer your question, your question is, do you have a right to rescind the action you took? Yes, you do, because that's really what the basis of your decision is, but I mean, I'm not sure there is a base that you'd want to do that is my point.

Chris Sisney, Planning & Zoning Commission Chairman: I'd like to make the point that we made an agreement with Mr. Valentine that he would have the opportunity to come back and revisit this, and he wasn't given that opportunity. It doesn't seem fair to me that

we had an agreement, we all showed up on the 14<sup>th</sup>, and it was already decided without us getting to talk about it again. But we did have an agreement that we weren't able to fulfill.

Commissioner Fahl: I wasn't at the meeting, so I'm off the hook. But just listening to what transpired, and our options, if we can revoke it, we didn't even follow our own policy, so somehow we missed that it needed to come back to them before we did anything, right? I mean, it says here in their minutes.

City Manager Whitehead: It's going to be tough to say, but according to our policy, the property owner is in full compliance of the code. That particular individual has the same rights as the neighbor. They can have the kennel, they can have the permit, they can have 7 dogs. Anyone can apply for that permit and it's in our code and they can go through it. There is no provision in the code that would allow us to put a temporary provision on it, and that's the statement that Officer Knull made. I certainly don't want to throw Officer Knull under the bus, you know, his job is to enforce code, to go look at it, and to implement it. On that particular day, his guidance to you was that there's no provisions for you to put any kind of conditions on the permit. The property owner is in full compliance, provided that they stay under the 7 dogs, they avoid the odors and those kind of things, they are in compliance. So we didn't necessarily avoid, and I am guessing on your behalf, that was part of the presentation, that they've given him some time, he's going to comply, but he's already in compliance, so the commission moved to just grant the 1 year permit, knowing that you had 2 options: it's either going to come back in a year because it has to, and if he's not in compliance, you could decide not to grant the temporary permit, or in this particular case, you would have that option to then deny it. The council, Jay and I have not conferred on this, I wanted to see where the public hearing went. Angela, the Clerk's office, brought the feedback, just so we can have this hearing today. We would really need to go look at what level could we absolutely tell a citizen that's in full compliance of the code that they can't be granted a Special Use permit. I still won't have an answer on that side of the ledger.

Commissioner Fahl: My question wasn't really about, was it right or his permit, it was, we didn't follow, if the minutes of the Planning & Zoning said we want to revisit this before we make a recommendation, why did we move forward and not follow that? That's where I'm confused.

City Clerk Torres: Because that's our protocol. So what we do is we take it to the board, they have their public hearing, we have the minutes presented to you, and it was in the minutes, so at the meeting, you read the minutes and you saw that, so you guys could have said "Okay we're going to take this into consideration" but that's not how it went at the last meeting when it was approved.

Commissioner Fahl: Okay, well, I'm sorry we didn't follow.

City Manager Whitehead: Just to be fair, our representative from Planning & Zoning did present it in it's entirety the way that it came with the recommendation from the Planning

& Zoning Commission. That recommendation was on the table, however, again, when Code Enforcement indicated that there were no provisions, they are fully compliant, whether or not there is a condition, and I think the spirit of the fact that the owner said he would move it. If all that's going to happen, let's just go ahead and just give him the full 1-year permit, in fairness.

Commissioner Fahl: I apologize since I wasn't there.

City Manager Whitehead: What I would recommend would be to hear again from Mr. Valentine to say, if the kennel is moved by July 31<sup>st</sup>, is that going to satisfy the concern that we have here. That, to me, would be the only way to solve the short-term problem, to whether or not we could withdraw or change the permit, I think Jay and I would need some time to meet and come back with that recommendation. Just to give you time, we're not pushing it off, we will be planning a special meeting next week for the budget, so we could review it and that item could appear on our agenda to make a decision on the 30<sup>th</sup> to see if the kennel is in place, and then what action you could take.

Mayor Hechler: Thank you, manager. I think we'll need some criteria to understand that if all the requirements are met for a kennel, and there's a permit requested, do we have the authority to deny it? I think that would be one question I'd like to have answered. So as you do your research, let's figure that out. I know there's some best practices probably out there, but they're not necessarily regulation or law.

City Attorney Rubin: Correct.

Mayor Hechler: We have to adhere to the law, so we'll have to figure that part of it out.

City Clerk Torres: Another thing, too, to maybe try to avoid this on both levels is that our Planning & Zoning board, I think they're wanting to, at their next meeting, get a representative to come to our meetings and kind of let you guys know their side of how they made their recommendations, and maybe that will help both sides to try to avoid this in the future.

Mayor Hechler: Okay.

Molly Hammer, Planning & Zoning Commission Member: I would like some clarification as a relatively new board member. When we have a public hearing, and we are supposed to make a recommendation to the commission, if we want or need more time, like this last meeting, we said, "Hey, let's get some stipulations in place, let's get some agreements in place, and maybe that's not to code, maybe he's well within the code..." but in order to mediate, and make sure that every party is happy, maybe we'd like more time. I think there was an assumption made that we were making a recommendation, and we weren't yet. We needed more time. I would like to know, if not today, in our future meetings, how do we do that? How do we communicate that back to the commission to say, "Hey we need 1 more meeting on this, we're still trying to decide some things."?



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Mayor Hechler: Correct me if I'm wrong, but I think you have the option at the time to table it.

City Manager Whitehead: That's correct.

Mayor Hechler: And if you table it, give a reason for it, and that gets put on the record, and then you'll have your next meeting to deal with it.

Molly Hammer, Planning & Zoning Commission Member: So that was communicated in the meeting minutes, Lisa Kent said that we were going to table it, so is that the exact language we need in order for that to happen?"

City Clerk Torres: Yes, because you guys made the motion and it wasn't to table it.

Mayor Hechler: Right, well the motion has to carry for you to table it.

Molly Hammer, Planning & Zoning Commission Member: Okay thank you.

Susan Buhler, Planning & Zoning Commission Vice Chairman: I just want to say that Mr. Valentine and the other gentleman, they had agreed to work together, and that's why Mr. Valentine did not get up and have a complaint against his neighbor. I would like to see that be able to be worked out, and for them to still work together and be neighborly toward each other. I think that's important, that's all I have to say.

Mayor Hechler: I understand. So, for our action, can we not take action and is there a way to refer back? It's not official, officially, but they can re-investigate it and make another recommendation to us, couldn't they?

City Attorney Rubin: I think you have the discretion to really order where everything is appropriate in certain circumstances? I think, at the time, though, the permit would still stay in place, correct?

Mayor Hechler: Yes.

City Attorney Rubin: Alright, so I think with that understanding, then you can.

Mayor Hechler: Here's what I'm thinking, and please chime in if you don't agree with me, but the permit is already in place, it's there. Instead of rescinding the permit, I'd like to remand it back to Planning & Zoning for another hearing and other evaluation, and I'd like to hear your recommendation on the new evaluation, and then we'll factor that into our final decision on whether to rescind that permit or if the permit stands.

Commissioner Fahl: We can do that?

City Attorney Rubin: Yes.

**Commissioner Fahl moved to table the appeal regarding the issuance of a Kennel Permit at 412 Elm, pending a new recommendation from the Planning & Zoning Commission. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

Mayor Hechler: I know it seems like we are kicking the can down the road but let's resolve this eminently amongst everybody as much as we can. Thank you both.

City Attorney Rubin: Your actions make a lot of sense, really. I think that's a good way to handle it.

City Manager Whitehead: Jay and I will make time this week or next to review the code in detail and find out, again, clearly, can we rescind and/or could we have not even have voted yes or no? I'm still not sure that if I comply with everything the code tells me, can you say no? I don't know that answer, so we'll work towards that as well, and we will share that information with Planning & Zoning.

Chris Sisney, Planning & Zoning Commission Chairman: He came to us for a Variance, okay, so obviously it has to have approval, it's not automatic, that's why he came before the Planning & Zoning committee, I just want to make that point because I keep hearing otherwise.

City Manager Whitehead: I'm going to be clear here. He did not come for a Variance. It was a Special Use Permit for a Kennel. It's a different process, and I'll work with the Chair to make sure we get that clear to the board, but it's not a Variance and so the public should not assume that we did something adverse, it's a Special Use Permit for a Kennel. Anyone in the city can apply for a Special Use Permit for a Kennel, and if they meet the conditions of the code, the zoning board would just have to make sure that they did those items, and if they were, then it would get a due pass because they followed the code. It's not a variance that would allow him to keep on going, it's a Special Use Permit. We have some work to do and we'll do that and I'll share that information with the Chairman. I'll keep him fully involved.

## **2. Discussion/Action: Compensation Study.**

City Manager Whitehead: You saw a presentation today from the consultants that we've hired to do a compensation study. I would stand at this point for any questions that might have come to your mind through my presentation or the documents I've given to you, and/or with Jocelyn, who is also a partner on this project.

Commissioner Fahl: I think we asked a lot of our questions during the presentation, where I guess we should have waited.

Mayor Hechler: My major concern was that we are able to pay for this study, I think you articulated that pretty well. You mentioned that we're going to go to Level 2, we've got to keep the exempt employees. What would be the timeline for the exempt employees to be caught up?

City Manager Whitehead: That's a great question, number one, I would say our recommendation would be that whatever the one employee that's just below the highway, we adjust that, that \$3,000. Then we would look at this for next budget cycle at the same time, and Valliant has offered to review the study at no additional cost to us to make sure that one year from now, whatever they should have been moved up, we would get that new number and that new assessment for those. So again, our vision would be, next budget cycle for the exempt employees.

Commissioner Fahl: I just have to say, on a personal note, I'm very excited that we are getting a very comprehensive study done, and I've always believed that our employees are our number one asset, and that we need to do the best we can for them. If we have a good working environment for our employees, then we'll have some employees that will stay and feel valued. As somebody that was bossed around for 60 years, I have to have supervisors that appreciate your efforts and do that by compensating you fairly when they can afford it, doing evaluations, and treating them with respect is so important for morale. This is a good step and the other steps you want to get in place by September I think is going to show them how much we appreciate and value them and also gives them a vision of how they can see their future and want to stay with us. I think this is a wonderful effort that we've got underway, and if you've found a way to pay for the non-exempt who are usually the ones who are on the lower end of the salary schedule, then whatever we can do to help them and elevate them, and make them feel valued is really important. Thank you for getting all this to us.

City Manager Whitehead: You're welcome, I wish I could take the credit but really, Finance and Human Resources, they're a good team, they presented this, and Valliant did a good job with their assessment. It's really their efforts. Our recommendation would be to approve us \$250,000 expenditure to implement this plan, for the non-exempt employee, bring in the one exempt employee, and allow us to develop a complete comprehensive plan to present to you.

**Commissioner Hoepfner moved to approve the Compensation Study. Mayor Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

City Manager Whitehead: And just so you're aware, Mayor, the final decision will require your approval at the first meeting in September. So even though you're approving this, you're giving us the guidance, I don't want employees to think that the Commission has already approved it. We have a lot of work to do to give you a comprehensive plan for you to adopt in September.



**3. Discussion/Action: Civility Government Relations Contract Renewal.**

City Manager Whitehead: This particular contract is an annual contract. This would be the second year of our contract with Civility Government Relations. This is effectively the city's lobbyists. Here are the changes that we've proposed. Both the mayor and I have been able to work with our representative, and we negotiated it down from \$36,000 for the last year, actually the last two years was the fee, and we've negotiated down to \$18,000. We've changed the scope, the representative, we're not focused as much on finding the dollars. If you'll remember, this person worked a lot with Bruce and previous administrations to capture that large pot of money when we were working with the Water Trust Board, our area representative. We feel like this is the right number, we've added a couple of items, which we feel like we want to expand our relationship with our area representative, so we're going to try to make that a little bit better. The other item our consultant would be doing. During the year, there are a lot of interim committee meetings, the legislative finance committee meets quarterly throughout the state. Our lobbyist works for other entities, so they would be going there, making sure they are representing our needs. I'll work harder with them to make sure she has the list of items we want to work for. Secondly, when we're in session, we think there are items that represent the city. This last year, we had some issues on crime, and I had just got on, so it was a little bit shaky, but our police chief really would have liked to have had their voices represented at the state legislature and committees as it related to crime and crime related bills, so we've got to do a better job. Our recommendation is that we approve this. There's one item I left in red which would be travel. We will not pay for travel and pre diem when our lobbyist is at a committee meeting representing all their entities, what we would do is if we needed her to come here to present to us, that could be some travel, or if there was a particular issue that we needed them to represent only the City of Truth or Consequences, then we would request travel and I would be able to approve travel, but she would have to solely be working for us, otherwise she understands that she has a variety of other government entities she works for, so that travel is part of her contract. So, we recommend approval.

Commissioner Mitchell: No comments, I agree with restricting the travel though.

Mayor Hechler: That was a good presentation, answered all my questions, so I'm ready for a motion.

**Commissioner Fahl moved to approve the Civility Government Relations Contract Renewal. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**4. Discussion/Action: Proposed Truth or Consequences Police Policy Manual.**

Police Chief Tavizon: As a department head of a high-risk organization within the city, it's my job to maintain and continuously monitor and implement new policies and procedures. When I first took over, I did a risk assessment audit of what our policies were at the time, and I presented a new set of policies in January of 2023 based off what I experienced for defensible policies and such. Policies, for a police department anyway, are living breathing documents that are always having to be updated, always changing according to how the law changes. One example of that is a recent case law that came out pertaining to inventory searches, which we were allowed to inventory a vehicle upon a lawful arrest, so State Lee Sanders changed some of that and it doesn't allow us to search bags, for example, that are zipped and closed in the trunk or any part of the vehicle. This is a new case law that I would have to go into and update our policies to match with. That's the same at the state and federal level. I had a unique opportunity, I received a phone call from the Self Insurer's Fund, they had done a risk assessment for all law enforcement agencies across the state of New Mexico to determine why we were paying out, what was going on that we're paying out constantly, whether it's pursuits, use of force, or other things of that nature. I participated in part of that survey. I felt that we were strong in our policies. They mentioned that they had come across some agencies that didn't have policies at all, or the policies were outdated from the 60's or 70's. What they did is they got together with the municipal league and with the association of counties, and they hired Lexipol to come up with policies they could implement across the state for agencies that were willing to go with them. As part of that, the Self Insurer's Fund is supposed to give discounts to agencies who did participate in that. They asked if I'd be willing to do it, I kind of initially scoffed at it, then I realized that during the course of my chiefly duties that there were some incidents that had come up that our policies didn't necessarily cover. There were some gray areas where we had to go off of not only city policy but follow FLSA practices as well. I gave it a second thought and started reviewing some of the policies, and these policies not only cover state but also federal law, and federal best practices for the areas that aren't necessarily challenged in law. I implemented them, I removed some that weren't pertinent to us, because we are just not a large agency with multiple divisions, so they weren't relevant to our department. The ones that I did implement on Lexipol, it's a very nice program that allows for policy review and policy trainings, and as you're aware, part of liability when you do get a lawsuit is: Does that individual know the policies, are they aware of them, did they follow the policies, and can you prove that you trained that individual on that policy? So, what Lexipol does is eliminates that for me and automatically gives the officers, including myself, and everyone including the civilian staff as well, scenarios based off policy, and it covers the policy that the scenario came out of. These are random scenarios, and it documents it, so I can go back and get a history on it. It also documents when they reviewed it and accepted or acknowledged that policy. That way, they can't say they didn't know. We can see what date they acknowledged it, so they need adhere to it. It's a great program, and they do all the legwork for me, so I don't have to do all the research for any kind of laws or case laws that come out, they automatically send me updates as that comes. The 600+ page document that you have, I actually liked it quite a bit because it's presented in a way where you can navigate it. It has a glossary, so you can click on the policy you want to review, and it will take you to that exact policy. Part of the thing is it also separated the policies from the procedures. As you're aware,

under the inspection of public records act, patrol police tactics are one of the exemptions from that, and that's what procedures are, are basically our tactics. So now it just gives us the policies which are legally covered under that inspection information act, and it gives that transparency so the community and the public can have access to that. With that I stand for any questions you may have. I do recommend approving them, they're great policies that have been reviewed by not only the Self Insurer's Fund attorneys, but also the Municipal League and Association of Counties attorneys. So they've been vetted, Jay if you have anything on that...

City Attorney Rubin: You and I spoke about this yesterday and yes what you told me made me feel very comfortable about going forward because as I understand, as you just said, this policy, 600 pages or so, represents a collaboration between the Self Insurer's Fund, the Association of Counties, and the Municipal League. I like the fact that if we adopt this, we're going to be getting a discount perhaps, so I'm comfortable going forward at this point.

Police Chief Tavizon: I'll stand for any more questions if you have anything on any specific policy that you might have.

Commissioner Fahl: Okay mine's not going to be too particular, I just wanted to say that the preface you put in there, and the law enforcement code of ethics, when I read that I was very inspired and proud of our law enforcement, of our community that they do and they live that, and I'm really proud of that. Thank you for putting that in there because it just restores your faith in law enforcement.

Police Chief Tavizon: Now we're not perfect and we won't ever be, but we'll always strive to do better for our community and make our community proud, and a proud place for people to live.

Mayor Hechler: You actually did a nice job on your presentation, because I had some questions about how an officer is going to know what's contained in a policy that's 600 pages long. Knowing that these officers are tested on this, I don't know how regularly it happens.

Police Chief Tavizon: It's monthly.

Mayor Hechler: It's monthly, okay, so at least you know that there's coverage there, and they're going to know what's in that policy, so that was an important factor for me. Just in your policy itself, I was looking at, why do we have a lieutenant and not an assistant chief?

Police Chief Tavizon: That's just the structure that we have in our current organization. When I took over I didn't want to make any sudden changes because it could potentially affect the pay.

Mayor Hechler: Right, but your Lieutenant assumes the duties that an assistant chief would, for instance, right?



Police Chief Tavizon: Yeah, it's a collaboration between my assistant and lieutenant, yes.

Mayor Hechler: It's just a question for me. I'm used to seeing departments that have them capped in under Chief of Police and Assistant Chief, that's the way it was before here. I'm not necessarily for that, I'm just kind of curious.

Police Chief Tavizon: Yeah, I don't like the idea of being too top-heavy. You still have folks that are accountable to the public and are out there fielding calls as well. We're small enough to where on occasion, I field the calls as well, so the lieutenant just being that close to the patrol, they have immediate access to that supervision so if they have questions, they could be guided.

Mayor Hechler: In regard to the Emergency Operations Plans, it's a general plan, but do you get into specifics, for instance, flood control issues? Or if we have a major incident like, the dam's not going to break, but we could have a catastrophic storm that's going to fill those arroyos up and all the sudden we have flooding at the river. How do we address those emergency ops?

Police Chief Tavizon: So what attaches with the Hazard Mitigation Plan that the county does, right now we're operating under the 4019 Hazard Mitigation Plan in response to that, and as soon as they release the new one, which should be some time either early next year or the end of this year, we'll implement that as our response to those major incidences.

Mayor Hechler: In regards to the homeless, do the officers know what services are available out there so if they identify a homeless person, I had recommended that we make contact with them, see if they need any services, to see how they're doing, it's a welfare check more than anything else. But do the officers know what services are available out there?

Police Chief Tavizon: Yes, sir they do. We try to work pretty diligently with the Olive Tree is one of the resources that they have. They offer different services, I know there's a couple different other organizations out there.

Mayor Hechler: Okay well, if it's okay I don't want to delay this too much more. I think it's a good job overall and it's a great policy.

City Attorney Rubin: I think that is the most striking would be the table of contents, because I thought that did a really good job of organizing. If you need to find anything, like what you were just talking about, it's right there. It's perfect.

Mayor Hechler: You click on it, and it takes you to it.

City Attorney Rubin: I like that.

Police Chief Tavizon: The biggest thing for us is to hold people accountable. But to use discipline, not discipline as a negative thing, for example, but use it as a way to learn and grow from that experience. So that's kind of been my philosophy since I've taken over, and discipline is used to grow that individual. If it means them learning what the policy should have been and what they should have done, and then teaching it back to the other officers, that way they feel extremely confident of what that is, and if they have no questions, then we try to use that. But if we have a guide that gives those officers that, then it makes it a little bit easier for us to hold people accountable and have that level of that standard for them to follow. Hopefully that will give that level of professionalism that the community deserves.

Mayor Hechler: How long was your MTO program?

Police Chief Tavizon: It's a 12-week program.

Mayor Hechler: So as soon as an officer gets out of the academy, they know the basics, right, then they're assigned to one of your senior officers for 12 weeks?

Police Chief Tavizon: Yes sir. If we hire someone, for example, we have somebody in the hopper, so to speak, that's certified, he's got about 8 years of experience, so he may be put on an accelerated program. If we bring him on, really all he's learning is the community, learning the streets, which is important for them to know before they're released on their own, and then they learn our report management system, our body cameras, or whatever the case may be. If they're good to go when it comes to the law enforcement aspect of that, then it may be an accelerated program, that 12 weeks may be dropped to 6-8 weeks, for example.

Commissioner Hoeppner: I'm going back here to emergencies, so I understand that we are working together with Sierra County, would it make sense that we do an internal one? As an example, from my past, 2011 was that big winter storm where gas pipelines, everything froze. At the German air force level, we immediately created an emergency center where the different officers from every department were there, and also we had a checklist like, in case of winter storm, flooding, certain things, so that we know when we would need housing, that we asked the City of Alamogordo and business owners said, "Hey, I've got my hotel." In an emergency like that, "I offer to the city, so many rooms." I was housing authority at that time, so I had the keys ready, and everybody knew they can come to my office and receive a key for them and their family. I think it would make sense to look into doing a small version of an emergency plan, so that we really know which firms offer assistance. Free of cost to us, when something happens and we are in the community. I think there's plenty of people who would like to contribute, especially non-profits as well, so then we would get a checklist, chain of command depending on the size, so that we really can say "Okay, City Manager's office is the headquarters for emergencies." that's where the commissioners would come together so that when we have to prepare in emergencies, we can do so at the point of havoc, so that we are more prepared. I don't wish the dam would break or anything extreme like that. I remember we had once a year a somebody came up with a scenario, and we did a dry trial of getting

ready, so that we know, "Okay, it's flooding. Flooding means we need equipment. We have so much equipment city-wise. But here, in the current case, was a situation where we didn't have the equipment, that in certain situations that the payment isn't something that is really helping your neighbor situation, that he can be given help that he can write it off later as a donation, but that we have some knowledge of what equipment firms, what departments or civilians would be willing to put themselves on a list. For example, animal shelters, it's not just our animal shelter here, but when there's a big catastrophic event, then it would be the case that we need more space for animals. Desert Haven can offer their help and say, "In that case, call us up, we will take the kittens and animals we find in our searches around for people." I just feel it very deeply, when I see what happens, attacks us and everything, and when something happens like what's going on in Ruidoso, happens here, I want to be able to say that we did our part. Help takes time and if FEMA gets cut, that means nobody is coming and that's why I always propose the partner city system, maybe we could look into that as well. Where I grew up, we have partner cities that are similar sizes. So, when something happens in the partner city, it's not just student exchange programs and things like that, so for example, the partner city of Ruidoso would have known on the day when it was happening, there would be some buses with supplies, blankets, drinking water, on the way. Then Ruidoso can say "There's a bus of volunteers coming." So, my recommendation is to implement something like that.

Police Chief Tavizon: I hope this eases your concern a little bit, so mobile state and county, we all operate under FEMA's incident command system, it's a national model that we use, so we do have something like that in place that we currently use. Our officers are trained in Incident Command System 1,2,7, and 800 levels so they know the response and the structure that comes out. Each individual crisis is going to be different, you will have different needs assessments done, and you'll call your resources in as you need them, as you see fit, but we do currently have that contract with our county, the emergency manager, so he helps a lot. He helps facilitate some of the local volunteer programs to have people man shelters or man what we need them to. As far as getting some of the hotels on board, that would have to be something they would be willing to do.

Commissioner Hoepfner: When we are asking, maybe people are, like I would say that I have space where I could give shelter in an emergency.

Police Chief Tavizon: But we absolutely have something in place currently, and if we need more resources then we start going up the chain, state, and then up to the federal level if we need to. We do have something in place.

City Manager Whitehead: If I could expand on that, when we did approve the contract with the county for the EMO, we agreed, the chief graciously accepted that one of the officers or multiple officers are effectively our EMO in the county. His department is working directly with the county, so we don't have anybody else doing it so it's falling on him and his department. We just did a debrief on the last emergency situation, our first debrief, and many of those ideas came out. So, you know, the chief and his department is leading those efforts for emergencies. So that's where it belongs and we will continue to get better at that, but absolutely. And one last comment if I could, just like you guys,



it's a lot of pages, I did not review them all, the chief and I have talked about the policy as it relates to how administration and the police department will interact, there's only one area that will be a little different, and that is under Human Resources. So the policy came with a hard recommendation of changing our Human Resources, the chief and I worked with Alona to come up with what we're calling a hybrid, so you will know that some of our police records will be moving to the police department for care and custody with the chief, and all those that are pertinent to hiring would remain with Human Resources. We are going to work through that particular policy slow and easy. Furthermore, the chief and I have talked over ways we can get Alona more involved in police-style training on Human Resources specifically, so he's asked that we help with that, so we get that process a little bit tighter than what we've had. We want to support him in that. That would be the only real change within the policy where there would be a connection between us, and the chief and I are fully on board, we are fully in support of his efforts here.

**Commissioner Fahl moved to approve the Proposed Truth or Consequences Police Policy Manual. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**5. Discussion/Action: Approval of Purchase Requisitions over \$60,000.**

Jocelyn Holguin, Finance Director: Angela and I are working on this list so it might look a little wonky on today's, but we'll nail it. The first 2 items that are listed on here for the \$60,000+ are for the solid waste agreement, and then I was competing with the chief and I put all the insurance in there for you all to understand every single aspect of the insurance. I was hoping the cost was going to go down, but it went up to over \$400,000 and those are the first 2 items I am requesting approval for.

- a. **Statewide Price Agreement #40-000000-23-00023. Pluma, LLC for Foch Street Project through Main Street to include NM GRT.**
- b. **CES-MEP 2023-04-R2211-678 LYNCO Electronic Signs Project.**
- c. **CES Contract # MEP 2023-04-R2211-678. T or C Display Boards for 307 Date Street and the City Baseball fields.**
- d. **CES Traditional Contract # 2023-05-R1289-ALL. Ralph Edwards Skate Park Design and Construction.**

Commissioner Fahl: I just wanted a little more information about item d.

Jocelyn Holguin, Finance Director: This is part of the funding that comes out of community services. Initially it started I think 3 years ago, they have 30% of design plan through Wilson, the plan was to increase the cost for Wilson to go up to 100%, then go out to bid. One of our local vendors mentioned Four Rivers, and they had completed a skate park in Deming, and they're under the CES contract, so we've been working diligently with them. They came up here and reviewed the plans. Based on the discussion, with approval, to let them move forward with the design plan, and then have the skate park re-done. We also went to Deming as a group and looked at the skate park in Deming, and it's really

nice. The whole complex is actually really nice. I just asked them for some supporting documentation for the history of their work based on our conversations. The main aspect of it is they're all skaters so they know how to run a system that would work for skaters. Our goal, once the skate park is complete, is to possibly have functions and hopefully festivals for skaters. That's something we're looking at for it, and it's grant funded. There's a portion of it that will be coming out of the general fund because we are a little short on the funds, but I didn't have those complete numbers at the time. Once we do, we will have to offset the shortfall, and that's just because of time constraints and really, because we'd have to revert funds if we don't complete it, is the main reason I would like to push it through and have you all accept it.

Mayor Hechler: This was your design build concept?

City Manager Whitehead: Yeah, it's the concept that we've been working on which is design build. We have a 30% contract with Wilson, they've given us a design. If we were to follow through, pay Wilson to finish designing it, we won't have enough funds to build the skate park they're designing. Jocelyn and the team found Four Rivers, actually our Community Service found them through a Deming consultant. They've built a lot of parks, a lot of items around the state, but they've built just one skatepark, so we looked at it from a design build, we've given them the budget, they've come up with a design that they could implement the items that we want and do it within budget. As Jocelyn has pointed out, we think we're probably \$15,000 short on what they want to build what we need. This would fit into our lodger's tax facility side of the house, so \$15,000 is not worth saying we can't spend the money. So that's our recommendation is that we approve this design build and that we're authorized to spend those additional funds the finance committee finds to do this.

Mayor Hechler: The bottom line is it's a lot more money going into brick and mortar

City Manager Whitehead: It's almost all going into brick and mortar, then into engineering in this particular case. We're going to be doing this process on many of our projects that fall into this category, where we only have a couple hundred thousand, how do we get the most bang for our buck? And this is allowed under the procurement code design build versus design, bid, and build.

Commissioner Fahl: Is this going to be in the same location, is it bigger than what we have or?

Jocelyn Holguin, Finance Director: It's in the skate park. I forgot to add it.

City Manager Whitehead: It will be in the same location as the current skate park.

Jocelyn Holguin, Finance Director: They're going to remove the metal, make it wider, longer.

Mayor Hechler: It's in the same footprint.

OJ Hechler, Community Services Director: It is going to remain the same size. To expand it, we didn't have enough grant funding to cover the whole project. \$192,000 is going to come out of one grant, \$21,000 will come out of our Capital Appropriations Grant, these grants have to be expended by June of 2026, so the contractor is aware of the deadline, he says he can meet that deadline, we have a way to go, we're not spending all of our money on engineering costs. Like you said, we're going brick and mortar, we're excited about this. We met with Community Development for the County, Brian Reedy, and everything that he told us about the contractor, the contractor, already told us. So, everything seems legitimate, we're actually really excited and the contractors really excited to be able to work on this project, so I think it was a good find, and we're excited to get it moving.

Jocelyn Holguin, Finance Director: Also, on the spreadsheet for approval, I put \$2 million and that's not correct, but I'll fix it.

Commissioner Hoepfner: The skate park is very important to me as well, that was one of the reasons to be part of the Parks & Recreation beginning. I'm happy to see that we are moving forward and we have a proposal that is a combination of planning and building, that we don't just have a nice blueprint to look at for the next 20 years, that it is actually happening. I'm very happy to see and it's very important that you are using a contractor that specialized in it because I spoke to somebody from Las Cruces and they tried to save some money by using a regular contractor who said, "I can do that, a little bit here and there", now nobody is using that small skate park because it just doesn't work. They tried to save some money and since we have professionals planning and building it at the same time this is absolutely good.

Jocelyn Holguin, Finance Director: Also on that design, the concept is based so that it can flow when they're skating, that's what, Chris, the owner of the company, that was their design idea, the rough edges they can keep skating through it.

City Manager Whitehead: I'm going to finish on the skate park by saying that the contractor that was showing us met us on his rollerblades to show us how the skate park worked, so I think he knows what he wants to build, it's going to be exciting, his kids do that. Item A is a revisit to the Foch street project, we made a calculation error, and if you looked at the contract, we used the word 'inclusive' of gross receipt tax, and the contract was 'plus' gross receipt tax, so we had to go back and meet with the contractor, Jocelyn has cleaned up that error, so for that, you're just re-approving the dollar amount that we have, but we also owe the contractor gross receipts. He wasn't going to do it for \$200,000 less. The second item, b, is for the signs that we've been working on to put on both sides of the city, one at the baseball fields, and one at the civic center. Those are the electronic signs. We have that contract ready, so that's what you would be approving there, that's \$175,000 for both signs installed, and those funds are carry-forward funds from lodger's tax last year, we budgeted it, we just couldn't get it. Item c will really require no action, we added that to the agenda because on both signs we want to do the electrical underground, we really want to make it look nice. Jocelyn was unsure what the quotes would come in



at, so she wanted to be prepared if it was over 20, we could at least have it for you to approve. It came in at just about \$9,000 for both signs so it does not require commission's approval at this point, so there would be no action on item c, and then of course item d, you've discussed here which is the skate park design build. We would recommend approval of a, b, no action on c, and item d. We will stand for questions.

**Commissioner Fahl moved to approve the Purchase Requisitions over \$60,000 items a, b, and d. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**6. Discussion/Action: Approve the executed grant agreement for the FY26 Clean and Beautiful Grant.**

OJ Hechler, Community Services Director: This is your FY 26 Clean and Beautiful grant, I want to thank Becca with Main Street for working with us on this. It's been a collaboration with Main Street the last couple years, I think this grant gets a little more successful every year with community involvement as far as trash cleanups and things of that nature. I will just kind of give you what the expenditures are real quick, then I will give you the who, what, when, why, and where. We've been awarded 4 plastic bottle refill stations. We got this idea off a webinar that we watched with the New Mexico Tourism Department. There are 3 or 4 other communities, municipalities, in New Mexico that have implemented this. We have also been awarded 3 recycled plastic picnic tables, 2 that will go at the pool park because those need to be replaced really bad, and the last one will go to the Children's Memorial Park. The idea behind this is, what do you do with your plastic water bottle after you drink it? You throw it in the trash, or you throw it on the ground, and it ends up somewhere. The idea is to put these at Ralph Edward's Park, put two downtown T or C, and then put one at the Louis Armijo Sports Complex. The one at Ralph Edward's Park and the one at the ball fields are going to have a water fountain attached to it. Our 25% match is all in-kind services, these will be conducted by two litter cleanups. One in the fall and one in the spring, and what we will do at the first litter clean up is count how many plastic water bottles we pick up. At the next cleanup we have, we will count them and see how much we reduced the waste. These plastic water bottles end up in landfills, we all know the story. What this also does is encourages youth, so when you have water accessible, like at the ball fields, they're going to fill up on water instead of soda pops and things of that nature. That's the idea behind it, one of the incentives for the volunteers that come in for the trash cleanups is, we will hand out water bottles that have co-branding on them with the City of T or C and Main Street, and they can use them at these refill stations. I do have a photo of the refill stations if you want to see a picture. These are the ones with the water fountains attached to it. They're stainless steel, they're really pretty simple, there's a filter and a water line in there.

Commissioner Fahl: So, isn't our in-kind doing the plumbing for these things? If it's a refill, we have to have water.

OJ Hechler, Community Services Director: It could be. On our application we put in-kind services will be the volunteers for the litter trash cleanups, and then sanitation, when they bring the dumpsters out, also administrative time, overseeing the grant, reporting all that stuff, all of that counts towards our in-kind services. I will add one thing, this has been executed already, we had a deadline, so we're here for consent for the grant.

**Commissioner Mitchell moved to approve the executed grant agreement for the FY26 Clean and Beautiful Grant. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**7. Discussion/Action: FY26 Water Project Fund (WTB) Application Cycle Notice of Intent.**

Assistant City Manager Alvarez: The Water Trust Board has opened the FY 26 application cycle again, they opened it on July 14<sup>th</sup>, and they expect notice of intent is due by July 31<sup>st</sup>. It is our intent to apply for some funding specific to the Wastewater Treatment Plant, we're still finalizing actual project scope, as well as project cost. We have an estimated program funding at Water Trust Board available this year of \$162 million, which means each individual application cannot exceed the amount of \$124.3 million. We won't be applying for that much. Water Trust Board has some requirements we have to meet in order to be eligible for their funding. As you know, we received Water Trust Board funding in FY 24, we received \$16 million. In FY 25, we received the Cantrell Dam. They're not going too look at the FY 25 award because we haven't received those grant agreements yet, but they will look at the FY 24, and per their policy guidelines, we should have expended 35-70% of that award. Now, that \$16 million we haven't expended anything because we are using the FY 23 HUD funds that we received of \$1.6 million, is the cash match. You are eligible to submit a waiver request, which we potentially would do as well, so that they can review and decide whether or not our expenditures of our cash match would be considered. We have a couple of ideas for the Wastewater Treatment Plant, potentially the improvements to the wares Out of the plant that need to be done. Potential bar screen, there is some other possible implementation at the Wastewater plant. We have little hurdles that we would have to review over there. The Water Trust Board does require a PER that is less than 5 years old that's been improved by NMED for the process of applying. Our PER at the Wastewater Plant, we have them for 2012, 2014, and 2016. So, it could, depending on what we apply for, we might have to do a small update to our PER. The other thing we've thought about applying for is funding for a PER but for the affluent side of the Wastewater as well, we can put in multiple applications. Regardless of what we decide to submit, on the notice of intent once we meet with management and formulate what the scope and estimated costs are, we submit that in before the 31<sup>st</sup>, but when it comes time for the application cycle, in order to submit an application, we have to come back to the commission with a resolution for you to approve us to submit that application. That would identify the scope of work as well as the costs associated, cash match requirement, and loan required amounts. At this point in time, we're just requesting approval to submit notice of intent and I will stand for questions and turn it over to the City Manager if he has anything to add.

Mayor Hechler: No, that's pretty simple, you're just requesting permission to apply.

**Commissioner Fahl moved to approve the FY26 Water Project Fund (WTB) Application Cycle Notice of Intent. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**8. Discussion/Action: FY 25/26 Sub-Recipient Grant Agreement for Matthew 25.**

City Clerk Torres: This is our last subrecipient agreement for this fiscal year. They weren't brought with the last one because they couldn't meet with us, they were on vacation. We met with them, they agreed to everything in the agreement. They initially requested \$9,350 but we did have enough funding to grant them \$10,000 so we're recommending approval for \$10,000 because they do a lot for our community.

City Attorney Rubin: And I approved the contract itself, I'm glad you just pointed out, exhibit A actually says for the detailed scope of work and things they do for us, so I'm in favor of it.

**Commissioner Mitchell moved to approve the FY 25/26 Sub-Recipient Grant Agreement for Matthew 25. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**9. Discussion/Action: Approval of the Records Inventory List for destruction.**

City Clerk Torres: In your packet, you'll see that there's a listing of 8 boxes that are ready for destruction. The records are from our Human Resources Department. There was a question that came up as to whether or not the Human Resources wanted to hold onto the hiring and recruitment documents. I checked with the department. Those are just old applications and score sheets, so they said there's no need for us to hold onto them. They are within the records retention schedule, so we can get rid of them. If you approve it, we will go ahead and contact our vendor and get a date set up.

Commissioner Mitchell: Just curious, do we digitize any of those types of records to save for historical purposes or are these documents that are obsolete?

City Clerk Torres: We might have them both in hard copy and in digital copy, but once we do the records destruction, both the digital and the hard copies will be destroyed. Did that answer your question?

Commissioner Mitchell: I'm just curious, when we look back on who was commissioner or who worked for the parks department, that kind of stuff, do we have a record of that anywhere? Or are we literally destroying the last vestige of that information?



City Clerk Torres: There's applications. Say 10 people applied for City Clerk, it's just going to be old applications. We have our personnel files that are separate, we don't get rid of those. We have records of who we do employ, these are just applicants that may have interviewed but didn't take the job or didn't get hired, stuff like that.

**Commissioner Fahl moved to approve the Records Inventory List for destruction. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**10. Discussion/Action: Re-appointment of Lisa Kent to the Planning & Zoning Commission.**

City Clerk Torres: All the applicants are current members on our boards. Lisa Kent is on our Planning & Zoning Board. We have Sid Bryan, Jagger (Cary) Gustin, Eduardo Alicea, and Andy Underwood who are members of our Public Arts Board. All of them were interested in re-applying and staying on our boards. We did take it to the boards and they recommended reappointment of all the members.

Commissioner Fahl: That's almost the entire Public Arts Advisory Boards, why are they all coming out at the same time?

City Clerk Torres: It should have been staggered, but I think how it happened is we had some vacancies, and they all kind of got appointed at the same time. I think that's how it happened, it probably should have staggered it a little bit, maybe I can look into it.

Commissioner Fahl: So maybe appoint some of them for 2 years, so that at least we have some continuity. What if they all said, I mean we don't want to lose all of them.

City Clerk Torres: Yeah, I'll go ahead and do that.

**Commissioner Hoeppner moved to approve the Re-appointment of Lisa Kent to the Planning & Zoning Commission. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**11. Discussion/Action: Re-Appointment of Sid Bryan to the Public Arts Advisory Board.**

**Mayor Hechler moved to approve the Re-Appointment of Sid Bryan to the Public Arts Advisory Board. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**12. Discussion/Action: Re-Appointment of Cary “Jagger” Gustin to the Public Arts Advisory Board.**

Commissioner Mitchell moved to approve the Re-Appointment of Cary “Jagger” Gustin to the Public Arts Advisory Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

**13. Discussion/Action: Re-Appointment of Eduardo Alicea to the Public Arts Advisory Board.**

Commissioner Fahl moved to approve the Re-Appointment of Eduardo Alicea to the Public Arts Advisory Board. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

**14. Discussion/Action: Re-Appointment of Andy Underwood to the Public Arts Advisory Board.**

Commissioner Fahl moved to approve the Re-Appointment of Eduardo Alicea to the Public Arts Advisory Board. Mayor Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

**I. ADJOURNMENT:**

Mayor Hechler adjourned the meeting at 6:43 p.m.

Passed and Approved this 23<sup>rd</sup> day of July, 2025.

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Rolf Hechler, Mayor

ATTEST:

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Angela A. Torres, CMC, City Clerk



# Compensation Study

## City Commission Report

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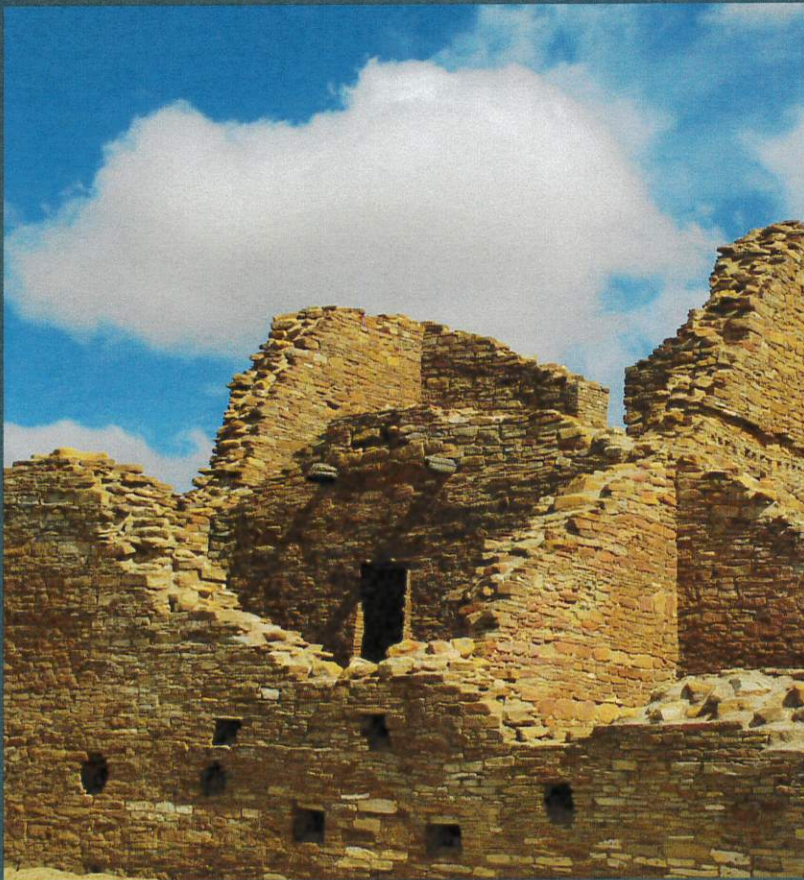
July 23, 2025

Presented by Valliant  
Consulting Group



# Agenda

- Review of project deliverables
- Review of key concerns
- External market determination
- Internal structure recommendation
- Cost and compression analysis
- Requests for Review
- Policy evaluation
- Implementation
- Questions



City of Truth or Consequences Compensation Study



# Project Deliverables

## Review current state

- Confirm compensation philosophy
- Evaluate current system, structures and policies
- Compile a Master Listing of positions to be included



## Conduct market review

- Define relative labor market
- Collect market data
- Ensure FLSA alignment
- Create/update compensation system to reflect market rates



## Prepare for implementation

- Calculate estimated costs
- Review impact on compression
- Recommend policy revisions, implementation plan and system maintenance



## Support communications

- Ensure effective and ongoing communications to stakeholders at all levels of the organization



# Key Concerns Addressed

- Desire for greater market responsiveness and internal consistency
- Eagerness to pay a livable wage
- Desire to become premiere employer-of-choice



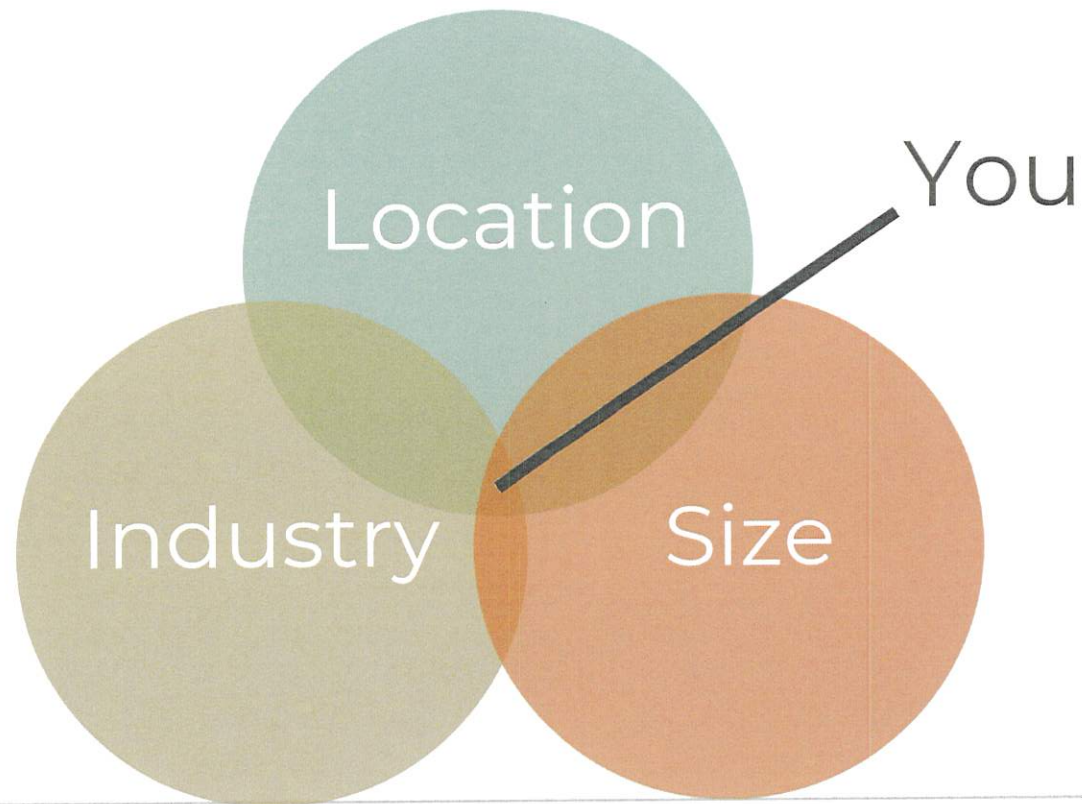


# ... — Study Objectives — ...

**An effective compensation system balances an organization's need to be externally competitive and internally consistent.**



# Defining Market







# Market Determination

## Salary Surveys

- Bureau of Labor Statistics
- CompAnalyst
- Department of Labor
- EACR Non-Profit Organization Salary Survey
- Economic Research Institute
- O\*Net Online Database
- World at Work

## Comparable Employers

- Job postings for comparable positions
- City of Aztec
- City of Hobbs
- City of Raton
- Sierra County
- Town of Edgewood
- Town of Taos
- VCG's confidential database of salary sources, including other New Mexico municipalities



# Strategy

MARKET

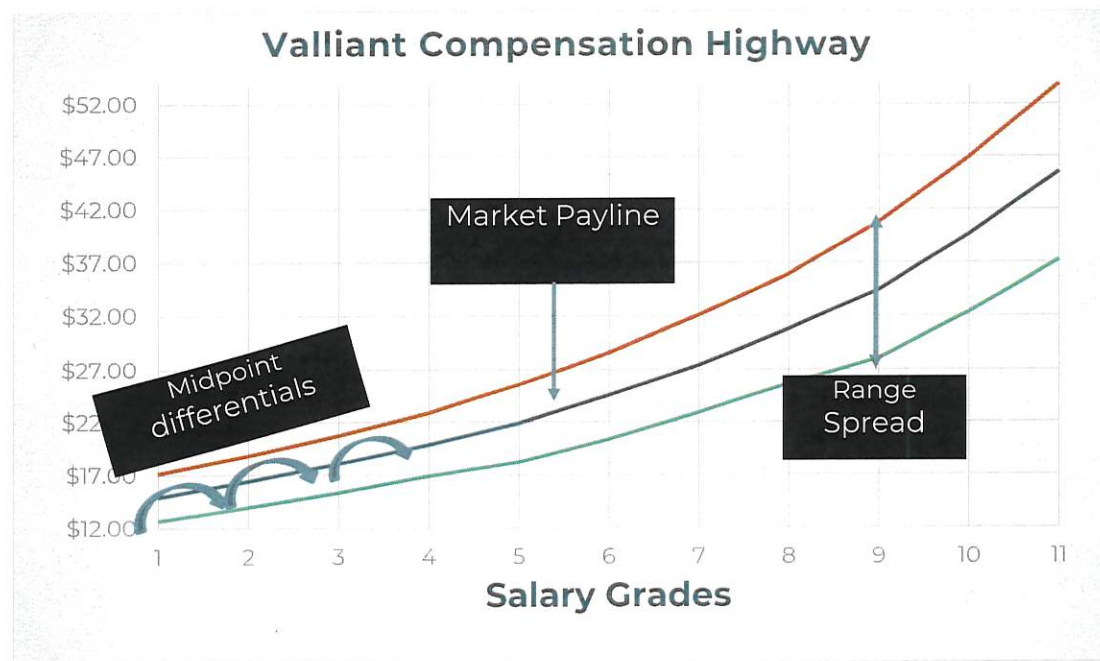
Lag

Match

Lead

# Wage Structure Design

VCG recommends establishing a new structure, which aligns with industry best practices and supports the City's ability to recruit and retain talented staff.



City of Truth or Consequences Compensation Study



# Wage Structure Design

VCG recommends establishing a new structure, which aligns with industry best practices and supports the City's ability to recruit and retain talented staff.

| Grades   | Range Spreads | Midpoint Differentials |
|----------|---------------|------------------------|
| NE1-NE5  | 40%           | 10%                    |
| NE6-NE10 | 45%           | 12%                    |
| E1-E3    | 45%           | 12%                    |
| E4-E6    | 50%           | 15%                    |





# Salary Structures

## Non-Exempt

| Grades | Minimum |             | Midpoint       |                    | Maximum |             |
|--------|---------|-------------|----------------|--------------------|---------|-------------|
|        | Hourly  | Annual      | Hourly         | Annual             | Hourly  | Annual      |
| NE1    | \$13.25 | \$27,560.00 | <b>\$15.90</b> | <b>\$33,072.00</b> | \$18.55 | \$38,584.00 |
| NE2    | \$14.58 | \$30,326.40 | <b>\$17.49</b> | <b>\$36,379.20</b> | \$20.41 | \$42,452.80 |
| NE3    | \$16.03 | \$33,342.40 | <b>\$19.24</b> | <b>\$40,019.20</b> | \$22.44 | \$46,675.20 |
| NE4    | \$17.63 | \$36,670.40 | <b>\$21.16</b> | <b>\$44,012.80</b> | \$24.68 | \$51,334.40 |
| NE5    | \$19.40 | \$40,352.00 | <b>\$23.28</b> | <b>\$48,422.40</b> | \$27.16 | \$56,492.80 |
| NE6    | \$20.91 | \$43,492.80 | <b>\$25.61</b> | <b>\$53,268.80</b> | \$30.32 | \$63,065.60 |
| NE7    | \$23.41 | \$48,692.80 | <b>\$28.68</b> | <b>\$59,654.40</b> | \$33.94 | \$70,595.20 |
| NE8    | \$26.22 | \$54,537.60 | <b>\$32.12</b> | <b>\$66,809.60</b> | \$38.02 | \$79,081.60 |
| NE9    | \$29.36 | \$61,068.80 | <b>\$35.97</b> | <b>\$74,817.60</b> | \$42.57 | \$88,545.60 |
| NE10   | \$32.89 | \$68,411.20 | <b>\$40.29</b> | <b>\$83,803.20</b> | \$47.69 | \$99,195.20 |



# Salary Structures

## Exempt

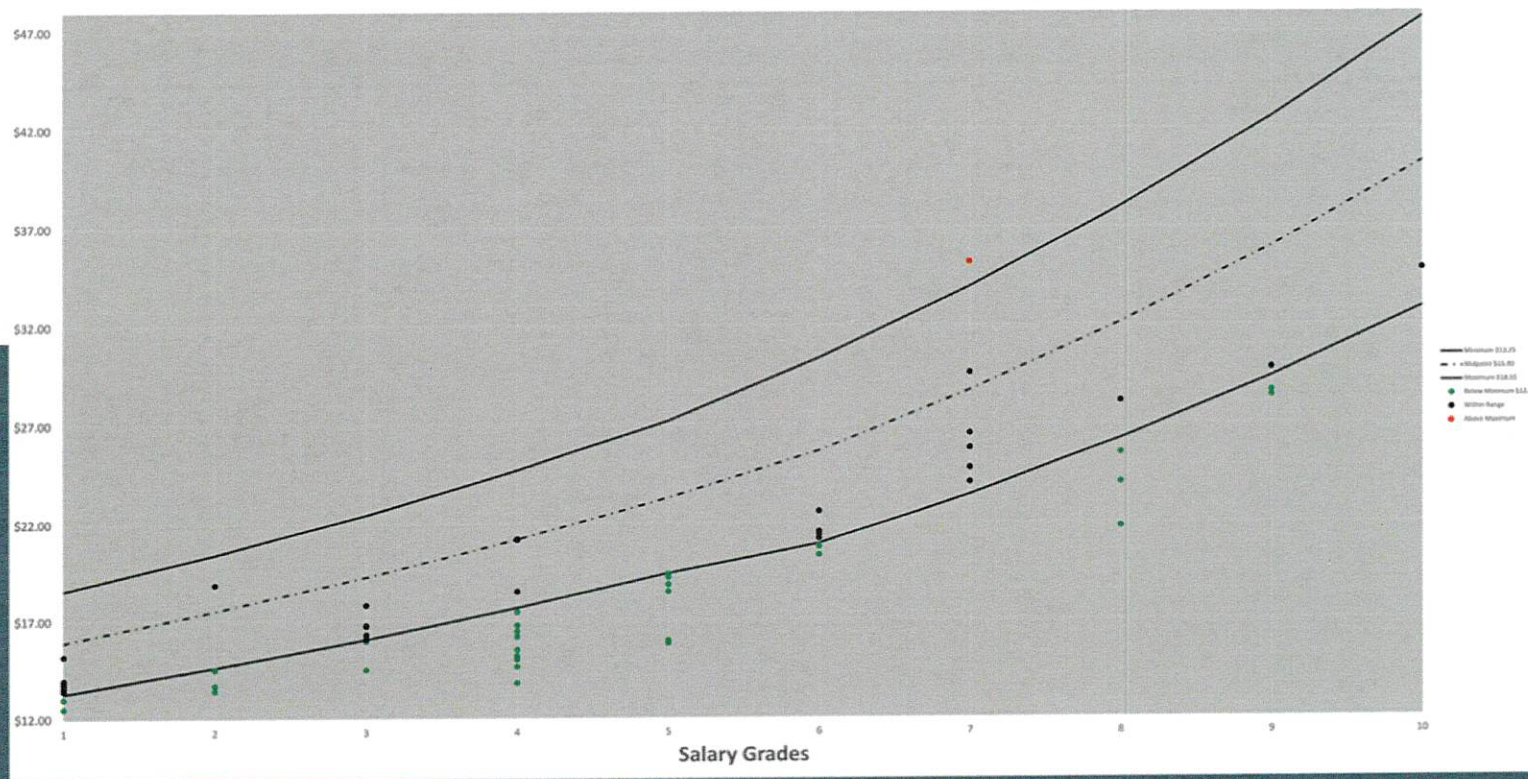
| Grades | Minimum  | Midpoint         | Maximum   |
|--------|----------|------------------|-----------|
|        | Annual   | Annual           | Annual    |
| E1     | \$54,539 | <b>\$66,810</b>  | \$79,082  |
| E2     | \$61,083 | <b>\$74,827</b>  | \$88,570  |
| E3     | \$68,413 | <b>\$83,806</b>  | \$99,199  |
| E4     | \$75,090 | <b>\$93,863</b>  | \$112,635 |
| E5     | \$86,354 | <b>\$107,942</b> | \$129,531 |
| E6     | \$99,306 | <b>\$124,133</b> | \$148,959 |





# Compensation Highway

City of Truth or Consequences - Non-Exempt Compensation Highway



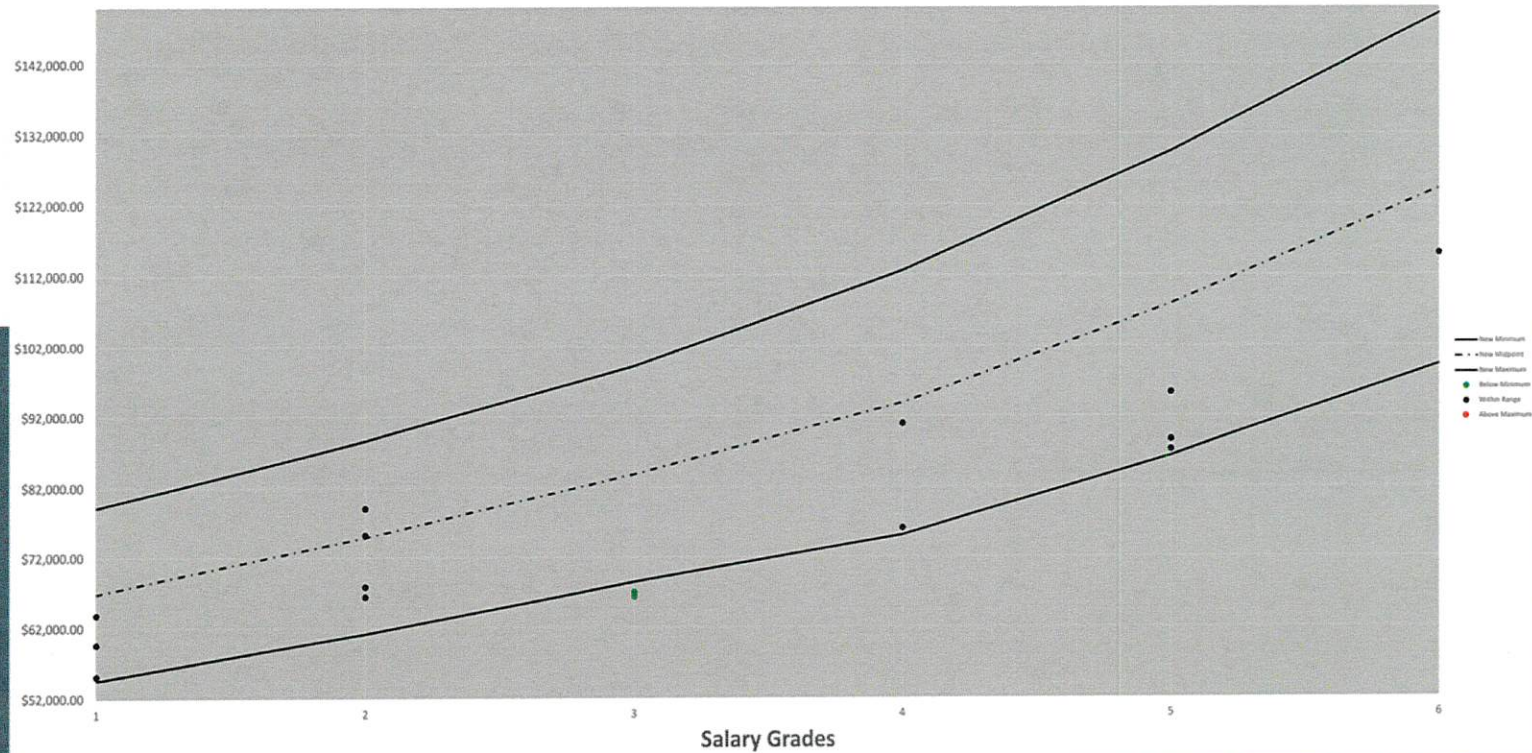
City of Truth or Consequences Compensation Study





# Compensation Highway

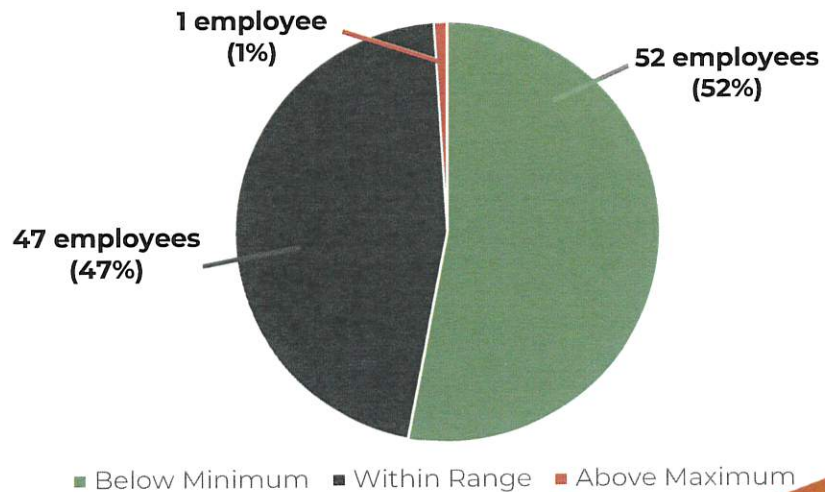
City of Truth or Consequences - Exempt Compensation Highway



City of Truth or Consequences Compensation Study



# Cost Assessment



2.46% of payroll

| Estimated cost to increase employees to minimum of range |                     |                     |
|----------------------------------------------------------|---------------------|---------------------|
|                                                          | Estimated Cost      | Average Compa-ratio |
| Non-Exempt                                               | \$106,360.80        | 85%                 |
| Exempt                                                   | \$3,435.60          | 89%                 |
| <b>Total</b>                                             | <b>\$109,796.40</b> | <b>86%</b>          |

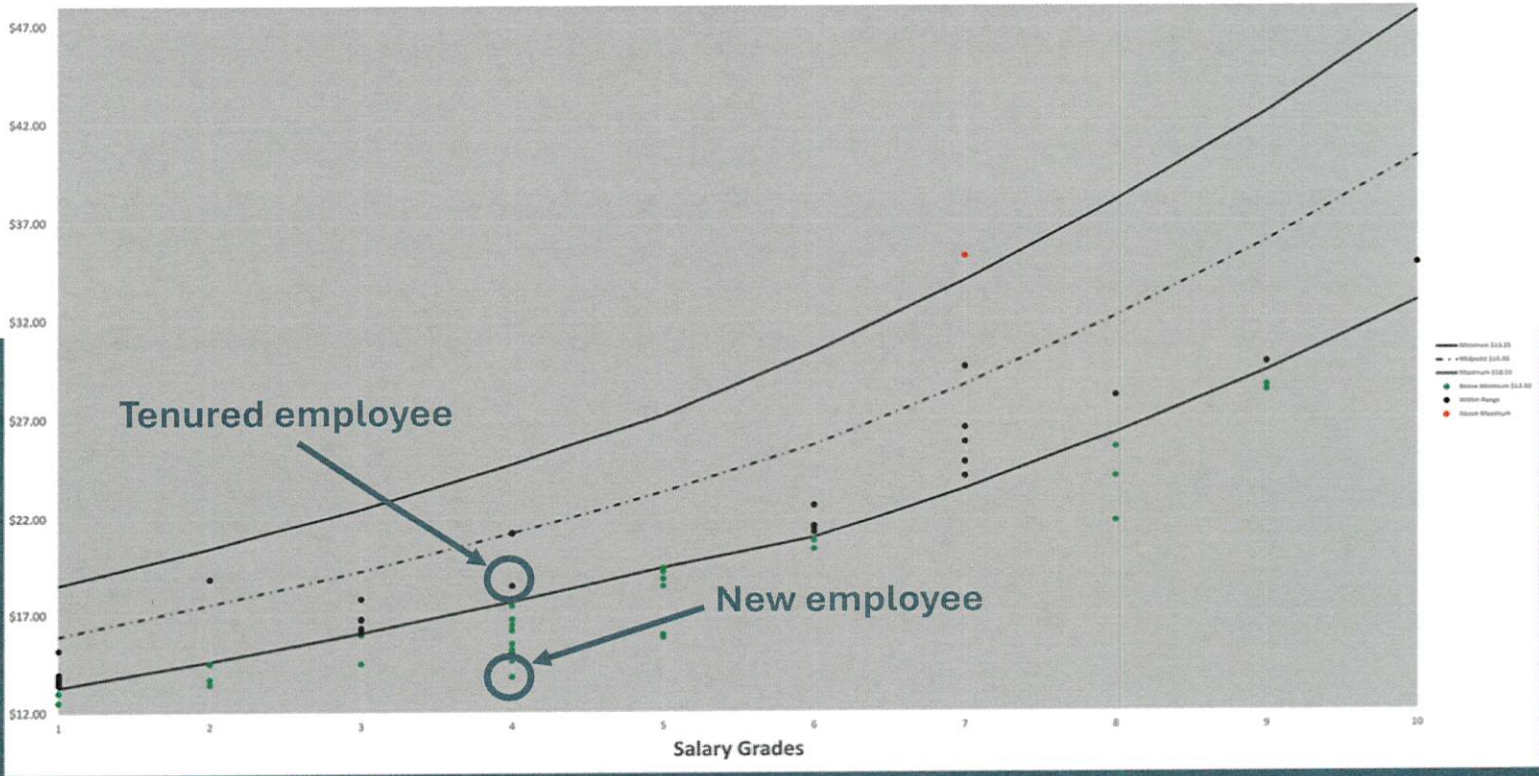
All cost estimates are based on base-pay only and do not account for additional costs, such as fringe.





# Compression Risk

City of Truth or Consequences - Non-Exempt Compensation Highway







# Cost to Mitigate Compression

|                   | Additional Cost to Address Compression | Total Estimated Cost | Average Compa-Ratio Achieved |
|-------------------|----------------------------------------|----------------------|------------------------------|
| <b>Non-Exempt</b> | \$134,669.60                           | \$241,030.40         | 89%                          |
| <b>Exempt</b>     | \$67,138.73                            | \$70,574.33          | 93%                          |
| <b>Total</b>      | <b>\$201,808.33</b>                    | <b>\$311,604.73</b>  | <b>90%</b>                   |

6.99% of payroll

Compression assumes an employee with **8 years in position** should be paid at the market-aligned midpoint.





# Requests for Review

- Opportunity to provide feedback on questions, concerns or corrections needed
- Extensive evaluation conducted to ensure alignment internally and with market
- Thorough documentation provided capturing assessments





# Policy Evaluation

VCG recommends adopting policy to will support market-based pay practices.  
Recommended additions include:

**Updating language  
referencing the salary  
structure's design to align  
with recommendations**

**Guidance on how the City  
will maintain the structure  
over time**

**Adding language regarding  
job descriptions and cases in  
which an individual may be  
required to perform duties  
not captured**

**Adding language  
regarding compliance with  
the Fair Labor Standards  
Act (FLSA)**

**Recommending  
opportunities for merit-  
based increases**

**Adding language pertaining to  
placements for New Hires,  
Promotions, Transfers,  
Demotions and  
Reclassifications**





# Implementation



## Approve

- Determine if it is economically feasible to implement the recommendations
- Approve structure



## Prepare

- Assess the timing and method for addressing employees paid less than new grade minimums.
- Identify date for implementation
- Determine resources needed (e.g., payroll dates, forms, etc.)



## Implement

- Train managers
- Communicate to employees
- Implement new structure
- Implement increases to minimum
- Prepare for compression increases



## Maintain

- Monitor employees paid over maximum
- Review/adjust structure every 12-24 months
- Utilize salary calculator
- Benchmark every 2-3 years



# Questions?



Thank you for entrusting  
Valliant Consulting Group  
with this important effort!





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: F.3

**SUBJECT:** City Commission Special Minutes, July 30, 2025  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** August 6, 2025  
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer  
**WHO WILL PRESENT THE ITEM:** Consent Calendar

**Summary/Background:**

Minutes approval.

**Recommendation:**

Approve the minutes.

**Attachments:**

- Minutes

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

\$0.00

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

None.

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25



**CITY COMMISSION SPECIAL MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
WEDNESDAY, JULY 30, 2025**

**A. CALL TO ORDER:**

The meeting was called to order by Mayor Rolf Hechler at 10:00 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

**B. INTRODUCTION:**

**1. ROLL CALL:**

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

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

Also Present: Gary Whitehead, City Manager  
Jocelyn Holguin, Finance Director  
Angela A. Torres, City Clerk-Treasurer

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

**2. PLEDGE OF ALLEGIANCE:**

Mayor Hechler led the Pledge of Allegiance.

**3. APPROVAL OF AGENDA:**

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

**C. ORDINANCES/RESOLUTIONS/ZONING**

- 1. Discussion/Action: Resolution No. 06 25/26 4th Quarter Budget Adjustments.**

**Commissioner Fahl moved to approve Resolution No. 06 25/26 4th Quarter Budget Adjustments. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**2. Discussion/Action: Resolution No. 07 25/26 4th Quarter Report.**

**Commissioner Mitchell moved to approve Resolution No. 07 25/26 4th Quarter Report. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**3. Discussion/Action: Resolution No. 08 25/26 Final Budget. Jocelyn Holguin, Finance Director**

City Manager Whitehead and Jocelyn Holguin, Finance Director reviewed the changes made to the FY 25/26 final budget. (Complete copy attached hereto and made a part hereof).

**Commissioner Fahl moved to approve Resolution No. 08 25/26 Final Budget. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**D. ADJOURNMENT:**

**Mayor Hechler adjourned the meeting at 11:18 a.m.**

**Passed and Approved this 13<sup>th</sup> day of August, 2025.**

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Rolf Hechler, Mayor

ATTEST:

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Angela A. Torres, CMC, City Clerk



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: F.4

**SUBJECT:** Acknowledge Lodgers Tax Advisory Board Minutes, June 23, 2025

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** August 6, 2025

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

**WHO WILL PRESENT THE ITEM:** Consent Calendar

**Summary/Background:**

Acknowledge Minutes.

**Recommendation:**

Approval of Consent Item

**Attachments:**

- Minutes

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

\$0.00

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

None.

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25



**CITY OF TRUTH OR CONSEQUENCES  
LODGERS TAX ADVISORY BOARD  
MINUTES  
MONDAY, JUNE 23, 2025**

**REGULAR MEETING**

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, June 23, 2025 at 12:00 pm.

**CALL TO ORDER:**

The meeting was called to order by Chairman Foerstner.

**ROLL CALL:**

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

**ALSO PRESENT:**

Katy Martinez, Deputy City Clerk

**1. APPROVAL OF AGENDA:**

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

**2. APPROVAL OF MINUTES:**

- a. Regular Meeting Minutes of May 27, 2025

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

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

There were no comments from the public at this time.

**4. NEW BUSINESS:**

- a. Discussion/Action: Veterans Memorial Park and Museum Application- Billboard

Vice-Chairman Kelley: I've been talking to Maggie. She knows that the vinyl needs to change. So, we've been discussing different ideas for artwork and messaging, because I know that is a concern that we have. We did tell her to wait until the next fiscal year to come back. They'd asked for money for a new vinyl.

Member DeMarino: This is just the billboard rental. Do we know the dates? I'm not comfortable voting on anything without them here to tell us what the dates are.

Vice-Chairman Kelley tried to call Wendy with no answer.

Member DeMarino: It doesn't look like they're asking for money for new printing, is a concern for me as well.

Vice-Chairman Kelley: That's because I told them not to ask until they know what they're going to do so they can show it to the board, and we can approve it.

Chairman Foerstner: Do you know when it's up though? Why did they want this, or I guess they would do the reprint in the middle of their... okay.

Member DeMarino: Do you have to pay to hang a new vinyl?

Vice-Chairman Kelley: The new vinyl, that includes the installation fee. That's why it's so high. Whereas this is just the rental, which has gone up quite a lot. For instance, they didn't ask for enough money last year, evidently.

Member DeMarino: Can we do a tentative approval based on any months that are in the fiscal year? Or we just table it because they're not here.

Deputy City Clerk Martinez: They're asking for 342 days a year.

Member DeMarino: Right, but did it start in June, this contract?

Chairman Foerstner: Maybe they pro-rated it for this fiscal year. I divided it out, it's only \$350 a month, which is actually kind of cheap. Usually they're about \$600 a month, so maybe this is already a pro-rated ask because they know that we're sticklers on that. It's not easy to pull up records of their last application, right?

Vice-Chairman Kelley: No, because it wasn't last year.

Deputy City Clerk Martinez: This one's tough, because we just got it. So, we don't know.

Chairman Foerstner: What about that tracking sheet that you were doing?

Vice-Chairman Kelley: I didn't bring it with me. I thought this was going to be easy today.

Member DeMarino: Well, we have a meeting in a month.

Vice-Chairman Kelley: They'll just have to wait July, and August.

Chairman Foerstner: They need to show up.

Deputy City Clerk Martinez: We told them about the meeting.

**Chairman Foerstner made a motion to table the application for the Veterans Memorial Park and Museum for the billboard due to applicant not present. Member DeMarino seconded the motion.**

**Motion carried unanimously.**

**b. Discussion/Update: Sierra County Rock and Gem Society Report**

Megan Holden SCRAGS Committee Chair: The show this year was a great success. We had a lot of people. It is difficult to completely quantify how many people attend. We use a clicker, but some people

come in different entrances and some people come in more than once. We do our best. We believe we had 1,500 attendees on Saturday and 1,000 on Sunday similar to 2023. We worked on the wording of the questioner about whether people stayed overnight to clarify somethings. In the past it had been a little confusing about how Sierra County residents should answer the questions. I think we were getting some false positives about how many nights did you stay overnight from Sierra County residence. This year we changed it up a little bit. We had the questions; do you live in Sierra County yes or no. If no, did you pay for lodging in the area? We worded it that way so that people staying with friends wouldn't answer yes. With those changes we got really excellent numbers. Half of our attendees were from outside of Sierra County. Of the 584 from outside Sierra County 67 indicated that they stayed 1 night, 121 for 2 nights and 85 stayed for more than 2 nights. It's hard to tell if people from the same party filled out the slips or how accurate it is but we do our best. Out of the 584 people 64 of them said they had 1 person, 315 said they had 2 people, 94 had 3 people and 111 had more than 3 people in their party. As far as return on investment I think that's pretty good.

Member DeMarino: That is 309 more than last year?

Megan Holden SCRAGS Committee Chair: I should be more than that.

Chairman Foerstner: What was the change this year from last year? Wasn't attendance kind of down in 2024?

Megan Holden SCRAGS Committee Chair: It was.

Chairman Foerstner: Was it a change in time or venue? What did you do different?

Megan Holden SCRAGS Committee Chair: The weather was bad on Sunday last year and this year it was great. We did move the dates this year. I don't know how much that affected the attendance. One thing we noticed about the attendance is the first year it may have been people that were kind of coming because it was a novelty. This year its people that want to come back. The vendors are very happy because people are spending money. I have a quit a waiting list as far as vendors that want to come to the show.

Vice-Chairman Kelley: Good so they are not put off by the date change?

Megan Holden SCRAGS Committee Chair: No, they were all happy to do it. In fact, 3 vendors had previously gone to a show in Arizona during our dates and they all chose us this year so that was a compliment.

Member DeMarino: Did you guys buy the folding tables out of your own budget?

Megan Holden SCRAGS Committee Chair: No, it was out of Lodgers Tax.

Member DeMarino: Where are those folding tables?

Megan Holden SCRAGS Committee Chair: The city has them. Thank you, guys, for doing that, it made everything easier. We may ask for a few more because the number that we asked for we were just at the number of vendors that we had. We need a few more going forward because we would like to slowly increase the number of vendors.

Vice-Chairman Kelley: Does that mean you are going to have to put more outside?



Megan Holden SCRAGS Committee Chair: Yes.

Vice-Chairman Kelley: So that means you are going to also have to pay for more security.

Megan Holden SCRAGS Committee Chair: Possibly, yes. Which I mentioned in the report. In 2024, we had to hire two because we were so exposed over at the Lyons Center. This year we were able to just have one overnight. But we may have to go back up to two. We actually figured out something about the Fair barn's, which is that there are more gates than we thought. So, we are going to secure all of them and have provisions for people to get out if they need to. The security guard will have a key. The vendors were happy with the level of security.

Vice-Chairman Kelley: How do the vendors feel about adding more vendors? Are they worried it's going to reach a saturation point?

Megan Holden SCRAGS Committee Chair: It's interesting because there's one vendor that says, "Oh, just add lots and lots of vendors.", but everyone else understands that we have to do it slowly because it dilutes the amount of money that's spent per vendor. What I'm trying to do is fill in niches, for example, we had a meteor vendor which we didn't have before, so they wouldn't necessarily take money away from other people. But no, we don't plan to go crazy and double the number or anything like that.

Vice-Chairman Kelley: That's smart.

Megan Holden SCRAGS Committee Chair: As I'd mentioned at the end of the report, we are looking into billboards. That's not something we've done before. Mo assures me that he's designed them before, so that's good. I just have to figure out if it will be cost-effective. From what the Albuquerque club has told me, some of the smaller companies will do better deals than the big companies.

Member DeMarino: Gina knows quite a bit about billboards.

Vice-Chairman Kelley: Yeah, you can do 4-week buys, its not cheap, though, it's like 3 grand.

Megan Holden SCRAGS Committee Chair: For one billboard? Wow.

Member DeMarino: And that's just with a digital billboard, not with printing. Because if you print something, it's over \$2,000 I think now.

Vice-Chairman Kelley: For the vinyls.

Megan Holden SCRAGS Committee Chair: Okay well I will look into that if it's going to be \$5,000 for one billboard, that's not something I would do.

Vice-Chairman Kelley: I mean, do the people in Albuquerque think they're effective?

Megan Holden SCRAGS Committee Chair: Yes, actually.

Member DeMarino: Well for them, yeah.

Megan Holden SCRAGS Committee Chair: But I think the travelers are an untapped resource, basically. Depending on how long we had them up, they would reach a lot of people.

Member DeMarino: Its \$1,000 for a month and \$2,000 for the vinyl or whatever, that's \$5,000. How many people can we get in for \$5,000 , and how are you going to track it? Like, how many people are coming because they saw the billboard?

Megan Holden SCRAGS Committee Chair: So, the first year, we did ask how to find out about our show, but I didn't think it was very accurate.

Vice-Chairman Kelley: It usually isn't.

Dan Lorimier SCRAGS Secretary: That's a difficult statistic to even imagine coming up with. We are also considering non-lead mark billboards. For instance, the one coming Northbound out of Palomas Creek, currently is for Casa Azul, but it's a small, privately owned, billboard. It would be, I think, very effective, and hopefully for a low cost. We would have to research that before we made an ask, obviously. I hope you can tell, we try to be conservative in our growth. So, we're not going to do financial double backflips for a billboard. We will find out if that works first.

Vice-Chairman Kelley: Jake has experience with the billboards on private property.

Chairman Foerstner: They're definitely cheaper, better deals than the Linmark one.

Dan Lorimier SCRAGS Secretary: Yeah, we'd have to research and see if it's available. Thanks.

Member DeMarino: In the past, we've talked about the distance from town with billboards, is that no longer a factor?

Vice-Chairman Kelley: No, we took that out because we always had to do an exemption for the Veteran's Museum. I think for an event, especially if you're trying to get the travelling public during the event, shorter distance is better. I just don't know that promoting an event far in advance of the event on a billboard is a good idea.

Member DeMarino: The question is, are they going to see it and say, "Oh, let's go to the rock show. Let's stay overnight." That's the thing on short distance ones.

Vice-Chairman Kelley: If you're from Minnesota going up and down I-25 and you see that, just because it's a shorter distance, doesn't mean it's a shorter visitor, you know what I'm saying? It's a longer distance, especially in March, we have all the snowbirds going back and forth.

Megan Holden SCRAGS Committee Chair: And we would definitely put something about the hot springs as an added draw.

Chairman Foerstner: you guys want to move on to the application?

Megan Holden SCRAGS Committee Chair: We can segue onto that.

Vice-Chairman Kelley: We're already almost at the end of June.

Member DeMarino: And the city has to vote on it before they spend the money anyway, so it'll be the next fiscal year.

Megan Holden SCRAGS Committee Chair: So, wait until July 1<sup>st</sup>?

Member DeMarino: Just don't spend anything yet, which you probably can't anyway since it's a week away.

Vice-Chairman Kelley: Your analytics look pretty good.

c. Discussion/Action: Sierra County Rock and Gem Society Application

Megan Holden SCRAGS Committee Chair: As I mentioned in the report, there were two publications I wasn't able to get it from, but I will make sure I do next year. As far as the ask, we are asking for graphic design from M graphics. Mo did a great job, continues to do a great job. The website is also essential, and I've told Ruanna that we have the prettiest website of any rock club that I'm aware of. It does a great job of promoting the show. Gut print, we need to print out our postcards and posters, then mail them. Email them to the 20+ rock shops within the state of New Mexico and a few in Arizona and Texas. This year I want to do a mineral show website early to take advantage of lengthy exposure instead of waiting until the last minute.

**Member DeMarino made a motion to approve a total of \$6,800 to the Sierra County Rock and Gem Society. Vice-Chairman Kelley seconded the motion.**

**Motion carried unanimously.**

d. Discussion/Action: Re-Appointment of Member Victoria Harrington

**Member DeMarino made a motion to approve Victoria Harrington to be re-appointed as a board member. Member MacKenzie seconded the motion.**

**Motion carried unanimously.**

**5. COMMENTS FROM THE BOARD:**

Chairman Foerstner: I just had one comment. I really liked having a report right before we get another ask. I know we ask for a 90-day report, if you guys want to stick with a 90-day, maybe we could just have the report put on the agenda that they gave us at 90 days when they do another ask so that it's fresh in our minds. They could almost do another mini presentation.

Vice-Chairman Kelley: I've never gotten a report from the Veteran's Museum.

Chairman Foerstner: So, I was thinking we change it to make the report right before they ask again. Because a lot of what we are basing our decision on is how they did last year, if it is a repeating event. It's just nice to have the report right before instead of going, "Was it a success last year? I don't remember.", because 90 days, and a year after that is a long time.

Member DeMarino: I think this one helps because it's within 90 days.

Chairman Foerstner: Do you guys want to keep it the 90-day, but then maybe require that it get added again?



Member DeMarino: Doing report 8 months after their event and being like, "Oh, who remembers anything? Where's our stuff?"

Chairman Foerstner: But then what if we just take that same report, include it on their ask, I'm not sure how we would do it, but like a refresher, put it in the packet, and they could get it too if they don't have it. They should have it but basically tell them that they need to re-submit their report or re-present their report. They don't have to re-submit it, it would just end up in our packet again and they could stand up and do a report again.

Deputy City Clerk Martinez: Yeah, you can do that.

Chairman Foerstner: You would just tell them that?

Deputy City Clerk Martinez: Yes.

Chairman Foerstner: What do you guys think?

Member DeMarino: Yeah, I think that's helpful.

## **6. COMMENTS FROM STAFF**

Deputy City Clerk Martinez: The only comment I have, and we spoke with Gina about it when we did the subrecipients, because we are taking it over now, we are giving everybody the option of email.

Vice-Chairman Kelley: Yes, you can email your applications in.

Deputy City Clerk Martinez: You can email your applications, email your reports, reimbursements, so that it's not so much of a paper trail. I will include my email and the clerk's email in all applications and reports so they can email us.

Member DeMarino: When somebody emails something, are you going to send something back letting them know that you received it?

Deputy City Clerk Martinez: Yes, I'll email back, and I normally do, I will say, "Received." And at that time, I will let them know the date of the meeting. I think it will be helpful. The reason that the museum got lost was because they put their application in the middle of their reimbursement report. So, when she said she dropped it off, I pulled out their reimbursement, and it was a few pages of the reimbursement, their application, then the rest of the reimbursement.

## **7. ADJOURNMENT**

There being no further business, Chairman Foerstner adjourned the meeting.

PASSED AND APPROVED this **28<sup>th</sup> day of July 2025**.

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Jake Foerstner, Chairman



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: F.5

**SUBJECT:** July 2025 Accounts Payable  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** August 1, 2025  
**SUBMITTED BY:** Silke Kapela, Accounts Payable  
**WHO WILL PRESENT THE ITEM:** Consent Calendar

### **Summary/Background:**

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

### **Recommendation:**

Approve the Accounts Payable summary for July 2025

### **Attachments:**

- End of Month Accounts Payable Report by Fund

### **Fiscal Impact (Finance): Yes**

All Funds Summary is a total of \$ 962,228.77

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

N/A

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

### **CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

Continued To: - Referred To: -

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

File Name: CC Agendas 8-13-2025

Accounts Payable Transfer Sheet - FY2025-2026  
Post Date Ending: 7/3, 7/10, 7/18, 7/25, 7/31

| <u>Fund</u> | <u>Fund Description</u>           | <u>Fund Totals</u> |             |              |              |           | <u>GRAND TOTAL</u> | <u>Fund Numbers</u> |
|-------------|-----------------------------------|--------------------|-------------|--------------|--------------|-----------|--------------------|---------------------|
|             |                                   | 7/3/2025           | 7/10/2025   | 7/18/2025    | 7/25/2025    | 7/31/2025 | TRANSFERS          |                     |
| 101         | General                           | \$8,282.84         | \$23,395.27 | \$76,580.60  | \$51,341.31  |           | \$169,600.02       | 101                 |
| 201         | Local Government Corrections      |                    | \$2,982.14  |              |              |           | \$2,982.14         | 201                 |
| 209         | State Fire                        |                    | \$251.62    | \$24,581.16  | \$831.53     |           | \$25,664.31        | 209                 |
| 211         | Law Enforcement Protection        |                    | \$4,252.48  | \$2,050.49   | \$137.19     |           | \$6,440.16         | 211                 |
| 214         | Lodger's Tax                      |                    | \$52.34     | \$19,866.64  | \$1,994.37   |           | \$21,913.35        | 214                 |
| 216         | Street Renovation                 |                    | \$688.47    | \$23,655.48  | \$1,787.47   |           | \$26,131.42        | 216                 |
| 217         | Municipal Recreation              |                    |             |              |              |           | \$0.00             | 217                 |
| 260         | Fiscal Recovery Funds             |                    |             |              |              |           | \$0.00             | 260                 |
| 294         | State Library                     |                    |             | \$613.20     | \$211.09     |           | \$824.29           | 294                 |
| 295         | Municipal Pool                    |                    | \$27.33     | \$4,450.91   | \$527.06     |           | \$5,005.30         | 295                 |
| 296         | PD-GRT Fund                       | \$21,871.95        |             |              |              |           | \$21,871.95        | 296                 |
| 298         | PD-Donations                      |                    |             |              |              |           | \$0.00             | 298                 |
| 299         | Special Revenue Funds             |                    | \$118.92    |              |              |           | \$118.92           | 299                 |
| 302         | Electrical Construction           |                    |             |              |              |           | \$0.00             | 302                 |
| 303         | Veterans Memorial                 |                    |             | \$246.76     |              |           | \$246.76           | 303                 |
| 304         | SJOA - Grants                     |                    |             |              |              |           | \$0.00             | 304                 |
| 305         | Capital Improvement General       |                    |             |              |              |           | \$0.00             | 305                 |
| 306         | Capitl Improvement Joint Utility  |                    |             |              |              |           | \$0.00             | 306                 |
| 307         | Golf Course Improvements          |                    |             |              |              |           | \$0.00             | 307                 |
| 308         | USDA -Sweeper                     |                    |             |              |              |           | \$0.00             | 308                 |
| 309         | USDA-Wastewater                   |                    |             |              |              |           | \$0.00             | 309                 |
| 310         | R&R-Emergency                     |                    |             |              |              |           | \$0.00             | 310                 |
| 311         | R&R-Sewer                         |                    |             |              |              |           | \$0.00             | 311                 |
| 312         | R&R-Airport                       |                    |             |              |              |           | \$0.00             | 312                 |
| 313         | R&R-Water                         |                    |             |              |              |           | \$0.00             | 313                 |
| 314         | CDBG - Grant                      | \$4,507.08         |             |              |              |           | \$4,507.08         | 314                 |
| 315         | CI Reserve- Non Capital Equipment |                    |             |              |              |           | \$0.00             | 315                 |
| 316         | Emergency Reserve                 |                    |             |              |              |           | \$0.00             | 316                 |
| 320         | USDA Water System Improvements    |                    |             |              |              |           | \$0.00             | 320                 |
| 321         | Water System Improvements         |                    |             |              |              |           | \$0.00             | 321                 |
| 360         | NMFA Projects                     |                    |             |              |              |           | \$0.00             | 360                 |
| 370         | Water Trust Board Projects        |                    |             |              |              |           | \$0.00             | 370                 |
| 380         | Community Development             |                    |             | \$8,276.97   |              |           | \$8,276.97         | 380                 |
| 403         | Pledge State Tax                  |                    |             | \$31,685.02  |              |           | \$31,685.02        | 403                 |
| 501         | Cemetery                          |                    |             |              |              | \$440.00  | \$440.00           | 501                 |
| 502         | Utility Office                    |                    | \$642.94    | \$592.41     | \$12,382.93  |           | \$13,618.28        | 502                 |
| 503         | Electric Dept                     |                    | \$2,092.14  | \$435,576.65 | \$26,095.85  |           | \$463,764.64       | 503                 |
| 504         | Water Dept                        |                    | \$1,882.21  | \$3,565.72   | \$15,068.90  |           | \$20,516.83        | 504                 |
| 505         | Solid Waste                       |                    | \$1,696.13  | \$65,442.58  | \$13,130.02  |           | \$80,268.73        | 505                 |
| 506         | WasteWater                        |                    | \$2,270.20  | \$14,019.14  | \$17,269.93  |           | \$33,559.27        | 506                 |
| 507         | Solid Waste Landfill/Collection   |                    |             |              |              |           | \$0.00             | 507                 |
| 508         | Golf Course                       |                    | \$1,797.07  | \$2,245.27   | \$75.78      |           | \$4,118.12         | 508                 |
| 509         | Municipal Airport                 |                    | \$31.58     | \$20,500.77  | \$125.90     |           | \$20,658.25        | 509                 |
| 600         | Internal Service Fund             |                    | \$760.47    | \$7,253.44   | \$2,013.05   |           | \$10,016.96        | 600                 |
|             | Grand Total-Accounts Payable      | \$34,661.87        | \$42,931.31 | \$741,203.21 | \$142,992.38 | \$440.00  | \$962,228.77       |                     |





Truth or Consequences

# AP EOM REPORT JULY 2025

By Fund

Payment Dates 7/1/2025 - 7/31/2025

## PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

| Vendor Name                    | Payable Number | Post Date  | Description (Item)             | Account Number | Amount   |
|--------------------------------|----------------|------------|--------------------------------|----------------|----------|
| <b>Fund: 101 - General</b>     |                |            |                                |                |          |
| BAKER & TAYLOR INC             | 2039141032     | 07/03/2025 | LIBRARY MATERIALS FOR PUBL...  | 101-1016-44830 | 8.09     |
| BAKER & TAYLOR INC             | 2039141033     | 07/03/2025 | LIBRARY MATERIALS FOR PUBL...  | 101-1016-44830 | 36.71    |
| SIERRA ELECTRIC CO-OP INC      | 2154 JUNE 2025 | 07/03/2025 | 2154 JUNE 2025                 | 101-1018-43780 | 1,099.36 |
| SIERRA COUNTY SENTINEL         | 3970 CLERK     | 07/03/2025 | FY 24/25 PUBLICATIONS          | 101-1001-43740 | 237.17   |
| SIERRA COUNTY SENTINEL         | 3970 FINANCE   | 07/03/2025 | LEGAL AD FOR ITB # 2025-06-... | 101-1004-43740 | 59.69    |
| NEW MEXICO GAS COMPANY ...     | 6/25/2025      | 07/03/2025 | 000100600-0100002 6/25/20...   | 101-1018-43780 | 1,093.19 |
| JAIME F RUBIN LLC              | 7/1/2025       | 07/03/2025 | LEGAL SERVICES FY24/25         | 101-1000-43597 | 5,748.63 |
| XEROX CORP OLD                 | 023823032      | 07/10/2025 | POLICE XEROX EQUIPMENT C...    | 101-1007-43465 | 216.81   |
| XEROX CORP OLD                 | 023823040      | 07/10/2025 | CITY MANAGER XEROX EQUI...     | 101-1003-43465 | 177.74   |
| SIERRA ELECTRIC CO-OP INC      | 0702/2025      | 07/10/2025 | MIMS AREA - ELECTRIC           | 101-1018-43780 | 576.84   |
| PAM SMITH                      | 07072025       | 07/10/2025 | DEPOSIT REFUND FOR 7/4/25 ...  | 101-1099-34348 | 50.00    |
| ARENAS VALLEY ANIMAL CLIN...   | 101879         | 07/10/2025 | VET SERVICES                   | 101-1006-48598 | 11.94    |
| ARENAS VALLEY ANIMAL CLIN...   | 101939         | 07/10/2025 | VET SERVICES                   | 101-1006-48598 | 252.88   |
| ARENAS VALLEY ANIMAL CLIN...   | 102120         | 07/10/2025 | VET SERVICES                   | 101-1006-48598 | 11.94    |
| ARENAS VALLEY ANIMAL CLIN...   | 102184         | 07/10/2025 | VET SERVICES                   | 101-1006-48598 | 400.78   |
| MIKE TORRES DBA CD TECHN...    | 1067           | 07/10/2025 | IT SERVICE GENERAL FUND OP...  | 101-1018-48598 | 7,389.68 |
| MIKE TORRES DBA CD TECHN...    | 1068           | 07/10/2025 | IT SERVICE GENERAL FUND OP...  | 101-1018-48598 | 7,389.68 |
| SUN VALLEY INC                 | 180883/6       | 07/10/2025 | OPEN P.O. FOR JUNE             | 101-1014-44607 | 907.81   |
| SUN VALLEY INC                 | 180887/6       | 07/10/2025 | OPEN PO FIELD SUPPLIES FY25... | 101-1009-44607 | 5.65     |
| SUN VALLEY INC                 | 180889/6       | 07/10/2025 | OPEN P.O. FOR JUNE             | 101-1014-44607 | 21.84    |
| SUN VALLEY INC                 | 180903/6       | 07/10/2025 | OPEN P.O. FOR JUNE             | 101-1014-44607 | 82.15    |
| SUN VALLEY INC                 | 180931/6       | 07/10/2025 | OPEN PO FIELD SUPPLIES FY25... | 101-1009-44607 | 109.24   |
| SUN VALLEY INC                 | 180952/6       | 07/10/2025 | OPEN PO FIELD SUPPLIES FY25... | 101-1009-44607 | 21.35    |
| SUN VALLEY INC                 | 180960/6       | 07/10/2025 | OPEN PO FIELD SUPPLIES FY25... | 101-1009-44607 | 21.15    |
| SUN VALLEY INC                 | 180961/6       | 07/10/2025 | OPEN PO FIELD SUPPLIES FY25... | 101-1009-44607 | 18.03    |
| SUN VALLEY INC                 | 180986/6       | 07/10/2025 | OPEN PO FIELD SUPPLIES FY25... | 101-1009-44607 | 5.74     |
| SUN VALLEY INC                 | 181023/6       | 07/10/2025 | OPEN P.O. FOR JUNE             | 101-1014-44607 | 617.45   |
| SUN VALLEY INC                 | 181030/6       | 07/10/2025 | OPEN PO FIELD SUPPLIES FY25... | 101-1009-44607 | 159.47   |
| SUN VALLEY INC                 | 181090/6       | 07/10/2025 | OPEN P.O. FOR JUNE             | 101-1014-44607 | 11.38    |
| SUN VALLEY INC                 | 181104/6       | 07/10/2025 | OPEN PO FIELD SUPPLIES FY25... | 101-1009-44607 | 14.71    |
| SUN VALLEY INC                 | 181120/6       | 07/10/2025 | OPEN P.O. FOR JUNE             | 101-1014-44607 | 48.42    |
| CREATIVE RECREATIONAL DES...   | 25-424         | 07/10/2025 | FREIGHT                        | 101-1009-44607 | 125.00   |
| CREATIVE RECREATIONAL DES...   | 25-424         | 07/10/2025 | PLAYWORLD PART - SPRING 3...   | 101-1009-44607 | 553.98   |
| SIERRA AUTO PARTS LLC          | 337145         | 07/10/2025 | BATTERY GOLD                   | 101-1014-47420 | 188.31   |
| SIERRA AUTO PARTS LLC          | 337146         | 07/10/2025 | AIR FILTER MGA49430            | 101-1007-47420 | 21.19    |
| SIERRA AUTO PARTS LLC          | 337379         | 07/10/2025 | FRONT SHOCKS                   | 101-1014-47420 | 131.68   |
| ALARM CONTROL TECHNOLOG...     | 39228          | 07/10/2025 | FIRE ALARM MONITORING OP...    | 101-1014-47410 | 26.91    |
| ALARM CONTROL TECHNOLOG...     | 39229          | 07/10/2025 | FIRE ALARM MONITORING OP...    | 101-1014-47410 | 26.91    |
| NU WAY LAUNDRY & CLEANE...     | 40365          | 07/10/2025 | CARPET SERVICES OPEN P.O. ...  | 101-1014-44607 | 98.10    |
| SIERRA VISTA HOSPITAL SIERR... | 41000316       | 07/10/2025 | COLLECTION DRUG TEST FEE ...   | 101-1004-48599 | 125.00   |
| LASTING PAWS PET MEMORIA...    | LC10391-I-0064 | 07/10/2025 | ANIMAL CREAMTION               | 101-1006-48598 | 160.38   |
| NM RETIREE HEALTH CARE         | PPE 2025-06-27 | 07/10/2025 | CITY CLERK'S OFFICE            | 101-1001-41226 | 158.69   |
| NM RETIREE HEALTH CARE         | PPE 2025-06-27 | 07/10/2025 | CITY MANAGER'S OFFICE          | 101-1003-41226 | 181.56   |
| NM RETIREE HEALTH CARE         | PPE 2025-06-27 | 07/10/2025 | FINANCE / ADMIN SERVICES       | 101-1004-41226 | 411.61   |
| NM RETIREE HEALTH CARE         | PPE 2025-06-27 | 07/10/2025 | ANIMAL SHELTER                 | 101-1006-41226 | 163.27   |
| NM RETIREE HEALTH CARE         | PPE 2025-06-27 | 07/10/2025 | POLICE DEPT                    | 101-1007-41226 | 1,470.57 |

## AP EOM REPORT JULY 2025

Payment Dates: 7/1/2025 - 7/31/2025

| Vendor Name                   | Payable Number        | Post Date  | Description (Item)             | Account Number | Amount    |
|-------------------------------|-----------------------|------------|--------------------------------|----------------|-----------|
| NM RETIREE HEALTH CARE        | PPE 2025-06-27        | 07/10/2025 | ANIMAL CONTROL                 | 101-1008-41226 | 82.87     |
| NM RETIREE HEALTH CARE        | PPE 2025-06-27        | 07/10/2025 | PARKS & RECREATION             | 101-1009-41226 | 93.02     |
| NM RETIREE HEALTH CARE        | PPE 2025-06-27        | 07/10/2025 | COMMUNITY DEVELOPEMENT         | 101-1010-41226 | 100.66    |
| NM RETIREE HEALTH CARE        | PPE 2025-06-27        | 07/10/2025 | STREET DEPT                    | 101-1011-41226 | 247.44    |
| NM RETIREE HEALTH CARE        | PPE 2025-06-27        | 07/10/2025 | COMMUNITY SERVICES             | 101-1013-41226 | 77.30     |
| NM RETIREE HEALTH CARE        | PPE 2025-06-27        | 07/10/2025 | FACILITY MANAGEMENT            | 101-1014-41226 | 215.74    |
| NM RETIREE HEALTH CARE        | PPE 2025-06-27        | 07/10/2025 | LIBRARY                        | 101-1016-41226 | 212.40    |
| GANNETT MEDIA CORP            | 0007159522            | 07/18/2025 | LEGAL AD FOR BID-ITB #2025-... | 101-1004-43740 | 66.86     |
| WINDSTREAM CORPORATION        | 101131348 - 7/18/2025 | 07/18/2025 | CITY MANAGER OPEN PO FY2...    | 101-1003-43775 | 91.57     |
| WEX BANK                      | 105760703-CODE        | 07/18/2025 | FUEL USAGE FOR ACO/CODES ...   | 101-1008-43316 | 187.32    |
| WEX BANK                      | 105760703-FM          | 07/18/2025 | WEX BANK FUEL CARD OPEN P..    | 101-1014-43316 | 727.45    |
| WEX BANK                      | 105760703-PARKS       | 07/18/2025 | FUEL FOR TRAINING              | 101-1013-43316 | 93.60     |
| WEX BANK                      | 105760703-PD          | 07/18/2025 | PD FUEL USAGE FOR FY 25-26     | 101-1007-43316 | 8,805.76  |
| POLICARPIO V BUSTAMANTE ...   | 106.25                | 07/18/2025 | OPEN PO - LANDSCAPE SERVI...   | 101-1009-47415 | 900.00    |
| AMAZON CAPITAL SERVICES I...  | 1QWQ-LFTQ-3LHL        | 07/18/2025 | OFFICE SUPPLIES FINANCE DE...  | 101-1004-44606 | 159.77    |
| ADVANCED COMMUNICATIO...      | 22362-00              | 07/18/2025 | CALL SIGN REINSTATEMENT        | 101-1007-48598 | 1,302.67  |
| ALBUQUERQUE PUBLISHING ...    | 241140                | 07/18/2025 | LEGAL AD BID-ITB #2005-06-0... | 101-1004-43740 | 181.41    |
| SIERRA COUNTY TREASURER       | 25-0715               | 07/18/2025 | ANNUAL FLOODPLAIN MANA...      | 101-1010-48598 | 5,000.00  |
| UNIFIRST HOLDINGS INC DBA ... | 2880269292            | 07/18/2025 | EMPLOYEE UNIFORMS SERVIC...    | 101-1009-42620 | 37.93     |
| UNIFIRST HOLDINGS INC DBA ... | 2880271618            | 07/18/2025 | EMPLOYEE UNIFORMS SERVIC...    | 101-1009-42620 | 37.93     |
| DOCUMENT SOLUTION INC         | 375798                | 07/18/2025 | CITY CLERK OFFICE SHARP OV...  | 101-1001-43465 | 180.96    |
| DOCUMENT SOLUTION INC         | 375798                | 07/18/2025 | CITY MANAGER OFFIC SHARP ...   | 101-1003-43465 | 643.21    |
| DOCUMENT SOLUTION INC         | 375798                | 07/18/2025 | FINANCE OFFICE SHARP OVER...   | 101-1004-43465 | 393.79    |
| DOCUMENT SOLUTION INC         | 375798                | 07/18/2025 | POLICE DEPT SHARP OVERAGE...   | 101-1007-43465 | 206.16    |
| DOCUMENT SOLUTION INC         | 375798                | 07/18/2025 | PARKS DEPT SHARP OVERAGE...    | 101-1009-43465 | 10.42     |
| SIERRA COUNTY SENTINEL        | 3970 - PIO            | 07/18/2025 | FY 25/26 PUBLICATIONS          | 101-1001-43740 | 910.35    |
| MARLIN LEASING CORPORATI...   | 40729553              | 07/18/2025 | CLERKS OFFICE OPEN PO FY25...  | 101-1001-43465 | 246.78    |
| MARLIN LEASING CORPORATI...   | 40729553              | 07/18/2025 | CITY MANAGER OPEN PO FY2...    | 101-1003-43465 | 356.58    |
| MARLIN LEASING CORPORATI...   | 40729553              | 07/18/2025 | FINANCE OFFICE OPEN PO FY...   | 101-1004-43465 | 296.14    |
| MARLIN LEASING CORPORATI...   | 40729553              | 07/18/2025 | POLICE DEPT OPEN PO FY25/26    | 101-1007-43465 | 592.28    |
| MARLIN LEASING CORPORATI...   | 40729553              | 07/18/2025 | PARKS DEPT OPEN PO FY25/26     | 101-1009-43465 | 246.78    |
| MARLIN LEASING CORPORATI...   | 40729553              | 07/18/2025 | FACILITIES DEPT OPEN PO FY2... | 101-1014-43465 | 74.04     |
| VERIZON WIRELESS              | 6116944429            | 07/18/2025 | POLICE DEPT OPEN PO FY25/26    | 101-1007-43775 | 206.00    |
| VERIZON WIRELESS              | 6116944429            | 07/18/2025 | ANIMAL CONTROL OPEN PO F...    | 101-1008-43775 | 164.80    |
| STATE OF NEW MEXICO DBA ...   | 61419 FINAL           | 07/18/2025 | FILE CABINETS FOR FINANCE ...  | 101-1004-44613 | 3,400.00  |
| CITY UTILITIES                | 7/10/2025             | 07/18/2025 | GENERAL FUND LANDFILL          | 101-1018-43780 | 35,601.23 |
| CITY UTILITIES                | 7/9/2025, 7/15/2025   | 07/18/2025 | GENERAL FUND CYCLE A & B       | 101-1018-43780 | 12,107.18 |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | CITY CLERK'S OFFICE            | 101-1001-41226 | 158.69    |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | CITY MANAGER'S OFFICE          | 101-1003-41226 | 181.56    |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | FINANCE / ADMIN SERVICES       | 101-1004-41226 | 443.40    |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | ANIMAL SHELTER                 | 101-1006-41226 | 163.27    |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | POLICE DEPT                    | 101-1007-41226 | 1,375.28  |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | ANIMAL CONTROL                 | 101-1008-41226 | 82.87     |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | PARKS & RECREATION             | 101-1009-41226 | 93.02     |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | COMMUNITY DEVELOPEMENT         | 101-1010-41226 | 100.66    |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | STREET DEPT                    | 101-1011-41226 | 247.44    |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | COMMUNITY SERVICES             | 101-1013-41226 | 77.30     |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | FACILITY MANAGEMENT            | 101-1014-41226 | 215.74    |
| NM RETIREE HEALTH CARE        | PPE 2025-07-11        | 07/18/2025 | LIBRARY                        | 101-1016-41226 | 212.40    |
| TYLER TECHNOLOGIES INC        | 025-510663            | 07/25/2025 | FINANCE DEPT ANNUAL FEES ...   | 101-1004-43815 | 12,084.01 |
| TYLER TECHNOLOGIES INC        | 025-510663            | 07/25/2025 | POLICE DEPT ANNUAL FEES FY...  | 101-1007-43815 | 12,084.01 |
| TYLER TECHNOLOGIES INC        | 025-519554            | 07/25/2025 | TYLER TUTORING FINANCE, PR...  | 101-1004-42720 | 346.80    |
| TURTLEBACK PEST CONTROL I...  | 108720                | 07/25/2025 | TURTLEBACK PEST CONTROL ...    | 101-1014-43403 | 1,074.00  |
| WILSON & COMPANY INC ENG...   | 138728                | 07/25/2025 | ON CALL GRANT MANAGEME...      | 101-1010-48598 | 5,498.56  |
| NM MUNICIPAL LEAGUE           | 15346                 | 07/25/2025 | 07/01/2025-06/30/2026 DUES     | 101-1001-43770 | 100.00    |
| NM MUNICIPAL LEAGUE           | 15390                 | 07/25/2025 | NMML DUES 7/1/25-6/30/26       | 101-1010-42720 | 75.00     |
| NM SELF INSURERS FUND         | 2023033681 6/30/25    | 07/25/2025 | LIABILITY DEDUCTIBLE CLAIM ... | 101-1018-46732 | 136.31    |
| DOCUMENT SOLUTION INC         | 379431                | 07/25/2025 | CITY CLERK OFFICE SHARP OV...  | 101-1001-43465 | 140.50    |
| DOCUMENT SOLUTION INC         | 379431                | 07/25/2025 | CITY MANAGER OFFIC SHARP ...   | 101-1003-43465 | 322.38    |
| DOCUMENT SOLUTION INC         | 379431                | 07/25/2025 | FINANCE OFFICE SHARP OVER...   | 101-1004-43465 | 488.21    |

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Payment Dates: 7/1/2025 - 7/31/2025

| Vendor Name                      | Payable Number     | Post Date  | Description (Item)            | Account Number | Amount            |
|----------------------------------|--------------------|------------|-------------------------------|----------------|-------------------|
| DOCUMENT SOLUTION INC            | 379431             | 07/25/2025 | POLICE DEPT SHARP OVERAGE...  | 101-1007-43465 | 189.45            |
| DOCUMENT SOLUTION INC            | 379431             | 07/25/2025 | PARKS DEPT SHARP OVERAGE...   | 101-1009-43465 | 4.07              |
| DOCUMENT SOLUTION INC            | 379431             | 07/25/2025 | FACILITY MAINT SHARP OVER...  | 101-1014-43465 | 19.63             |
| SILVERSKY INC                    | 529357-SI          | 07/25/2025 | GENERAL FUND OPEN PO FY2...   | 101-1018-43815 | 1,821.61          |
| VERIZON WIRELESS                 | 6118582358         | 07/25/2025 | CITY CLERK OPEN PO FY25/26    | 101-1001-43775 | 265.60            |
| VERIZON WIRELESS                 | 6118582358         | 07/25/2025 | CITY MANAGER OPEN PO FY2...   | 101-1003-43775 | 255.36            |
| VERIZON WIRELESS                 | 6118582358         | 07/25/2025 | FINANCE OPEN PO FY25/26       | 101-1004-43775 | 300.12            |
| VERIZON WIRELESS                 | 6118582358         | 07/25/2025 | ANIMAL SHELTER OPEN PO FY...  | 101-1006-43775 | 112.43            |
| VERIZON WIRELESS                 | 6118582358         | 07/25/2025 | POLICE DEPT OPEN PO FY25/26   | 101-1007-43775 | 1,032.03          |
| VERIZON WIRELESS                 | 6118582358         | 07/25/2025 | ANIMAL CONTROL OPEN PO F...   | 101-1008-43775 | 59.26             |
| VERIZON WIRELESS                 | 6118582358         | 07/25/2025 | PARKS DEPT OPEN PO FY25/26    | 101-1009-43775 | 138.56            |
| VERIZON WIRELESS                 | 6118582358         | 07/25/2025 | COMMUNITY DEVELOPEMENT...     | 101-1010-43775 | 50.65             |
| VERIZON WIRELESS                 | 6118582358         | 07/25/2025 | STREETS DEPT OPEN PO FY25/... | 101-1011-43775 | 154.82            |
| VERIZON WIRELESS                 | 6118582358         | 07/25/2025 | FACILITIES MAINT OPEN PO F... | 101-1014-43775 | 114.09            |
| TESTONS FREEWAY CHEVRON          | 6429               | 07/25/2025 | OPEN PO FUEL PURCHASES FY...  | 101-1013-43316 | 118.41            |
| TESTONS FREEWAY CHEVRON          | 6434               | 07/25/2025 | OPEN PO - UNLEADED/DIESEL ... | 101-1009-43316 | 1,068.44          |
| SIERRA COUNTY TREASURER          | 7/14/25 2025-03-01 | 07/25/2025 | EMERGENCY MANAGEMENT ...      | 101-1000-48599 | 10,000.00         |
| SOUTH CENTRAL COUNCIL OF...      | FY25-SCCOG-16      | 07/25/2025 | ANNUAL MEMBERSHIP DUES ...    | 101-1000-43770 | 2,187.00          |
| TALON SEPTIC & POTTY SERVI...    | I2722              | 07/25/2025 | OPEN PO - PORTABLE TOILET ... | 101-1009-43465 | 1,100.00          |
| <b>Fund 101 - General Total:</b> |                    |            |                               |                | <b>159,600.02</b> |

**Fund: 201 - Corrections**

|                                      |            |            |                            |                |                 |
|--------------------------------------|------------|------------|----------------------------|----------------|-----------------|
| SIERRA COUNTY TREASURER              | 07/01/2025 | 07/10/2025 | HOLD OF PRISONERS FY 24-25 | 201-1903-48710 | 1,980.00        |
| SIERRA VISTA HOSPITAL SIERR...       | 7/7/2025   | 07/10/2025 | CARE OF PRISONERS FY 24-25 | 201-1903-48598 | 1,002.14        |
| <b>Fund 201 - Corrections Total:</b> |            |            |                            |                | <b>2,982.14</b> |

**Fund: 209 - Fire**

|                               |                       |            |                               |                |                  |
|-------------------------------|-----------------------|------------|-------------------------------|----------------|------------------|
| XEROX CORP OLD                | 023823042             | 07/10/2025 | FIRE XEROX EQUIPMENT CON...   | 209-1603-43465 | 251.62           |
| WINDSTREAM CORPORATION        | 100377628 - 7/16/2025 | 07/18/2025 | FIRE DEPT OPEN PO FY25/26     | 209-1603-43775 | 129.13           |
| DOCUMENT SOLUTION INC         | 375798                | 07/18/2025 | FIRE DEPT SHARP OVERAGE O...  | 209-1603-43465 | 4.25             |
| MARLIN LEASING CORPORATI...   | 40729553              | 07/18/2025 | FIRE DEPT OPEN PO FY25/26     | 209-1603-43465 | 246.78           |
| MUNICIPAL EMERGENCY SERV...   | IN2290252             | 07/18/2025 | GEAR KEEPER/ LANYARD          | 209-1603-44615 | 116.00           |
| MUNICIPAL EMERGENCY SERV...   | IN2290252             | 07/18/2025 | SHIPPING COST                 | 209-1603-44615 | 45.00            |
| MUNICIPAL EMERGENCY SERV...   | IN2290252             | 07/18/2025 | PRO CAMERA WITH VIDEO         | 209-1603-44615 | 8,430.00         |
| MUNICIPAL EMERGENCY SERV...   | IN2290252             | 07/18/2025 | TRUCK CHARGER                 | 209-1603-44615 | 2,980.00         |
| MUNICIPAL EMERGENCY SERV...   | IN2290252             | 07/18/2025 | NEW ENGINE TRUCK BUNDLE       | 209-1603-44615 | 12,630.00        |
| LYNNS LANDSCAPE               | 2484                  | 07/25/2025 | OPEN PO FOR MONTHLY CLE...    | 209-1603-47415 | 525.62           |
| DOCUMENT SOLUTION INC         | 379431                | 07/25/2025 | FIRE DEPT SHARP OVERAGE O...  | 209-1603-43465 | 4.64             |
| VERIZON WIRELESS              | 6118582358            | 07/25/2025 | FIRE DEPT OPEN PO FY25/26     | 209-1603-43775 | 129.70           |
| TESTONS FREEWAY CHEVRON       | 6435                  | 07/25/2025 | OPEN PO FOR GAS/FUEL FY 24... | 209-1603-43316 | 171.57           |
| <b>Fund 209 - Fire Total:</b> |                       |            |                               |                | <b>25,664.31</b> |

**Fund: 211 - Law Enforce Prot**

|                                           |                |            |                               |                |                 |
|-------------------------------------------|----------------|------------|-------------------------------|----------------|-----------------|
| SIERRA AUTO PARTS LLC                     | 336821         | 07/10/2025 | BRAKE PARTS FOR 19332G        | 211-2003-47420 | 64.17           |
| SIERRA AUTO PARTS LLC                     | 337378         | 07/10/2025 | BATTERY FOR PD UNIT 06101G... | 211-2003-47420 | 188.31          |
| LEADERSHIP NEW MEXICO                     | 669            | 07/10/2025 | LEADERSHIP NEW MEXICO CO...   | 211-2003-42535 | 4,000.00        |
| GT DISTRIBUTORS INC                       | INV3018137     | 07/18/2025 | TARIFF                        | 211-2003-80810 | 2,050.49        |
| AMAZON CAPITAL SERVICES I...              | 1KRT-TFH3-46Y4 | 07/25/2025 | FLASHLIGHT - OFFICER EQUIP... | 211-2003-44573 | 137.19          |
| <b>Fund 211 - Law Enforce Prot Total:</b> |                |            |                               |                | <b>6,440.16</b> |

**Fund: 214 - Lodgers Tax**

|                                      |                |            |                               |                |                  |
|--------------------------------------|----------------|------------|-------------------------------|----------------|------------------|
| NM RETIREE HEALTH CARE               | PPE 2025-06-27 | 07/10/2025 | LODGERS TAX                   | 214-2503-41226 | 52.34            |
| SUNNY 505                            | 003717         | 07/18/2025 | FY 24/25 FINAL INVOICE PAY... | 214-2503-30318 | 17,353.17        |
| INTEGRATED ENVIRONMENTA...           | 458            | 07/18/2025 | RENTAL FEE FOR 523 BROAD...   | 214-2540-60725 | 1,923.01         |
| PATTILLO BROWN & HILL LLP            | 507041         | 07/18/2025 | FINAL PAYMENT LODGER'S A...   | 214-2503-48596 | 538.12           |
| NM RETIREE HEALTH CARE               | PPE 2025-07-11 | 07/18/2025 | LODGERS TAX                   | 214-2503-41226 | 52.34            |
| INTEGRATED ENVIRONMENTA...           | 475            | 07/25/2025 | RENTAL FEE FOR 523 BROAD...   | 214-2540-60725 | 1,923.01         |
| VERIZON WIRELESS                     | 6118582358     | 07/25/2025 | PUBLIC INFORMATION OPEN ...   | 214-2540-43775 | 71.36            |
| <b>Fund 214 - Lodgers Tax Total:</b> |                |            |                               |                | <b>21,913.35</b> |

**Fund: 216 - Muni Street**

|                             |                  |            |                               |                |           |
|-----------------------------|------------------|------------|-------------------------------|----------------|-----------|
| B & H OIL COMPANY           | 7/1/2025 STREETS | 07/10/2025 | B&H OIL                       | 216-4503-43316 | 688.47    |
| WILSON & COMPANY INC ENG... | 138307           | 07/18/2025 | VISION ZERO SAFETY ACTION ... | 216-7025-48598 | 23,457.41 |
| MARLIN LEASING CORPORATI... | 40725584         | 07/18/2025 | STREET DEPT OPEN PO FY25/...  | 216-4503-43465 | 198.07    |



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Payment Dates: 7/1/2025 - 7/31/2025

| Vendor Name                                          | Payable Number        | Post Date  | Description (Item)               | Account Number | Amount           |
|------------------------------------------------------|-----------------------|------------|----------------------------------|----------------|------------------|
| WILSON & COMPANY INC ENG...                          | 138916                | 07/25/2025 | PROFESSIONAL ENG DESIGN S...     | 216-7026-48598 | 1,339.00         |
| TESTONS FREEWAY CHEVRON                              | 6433                  | 07/25/2025 | GAS/DIESEL FUEL PURCHASES...     | 216-4503-43316 | 448.47           |
| <b>Fund 216 - Muni Street Total:</b>                 |                       |            |                                  |                | <b>26,131.42</b> |
| <b>Fund: 294 - State Library</b>                     |                       |            |                                  |                |                  |
| DOCUMENT SOLUTION INC                                | 375798                | 07/18/2025 | LIBRARY SHARP OVERAGE OP...      | 294-5003-43465 | 292.38           |
| MARLIN LEASING CORPORATI...                          | 40729553              | 07/18/2025 | LIBRARY OPEN PO FY25/26          | 294-5003-43465 | 320.82           |
| DOCUMENT SOLUTION INC                                | 379431                | 07/25/2025 | LIBRARY SHARP OVERAGE OP...      | 294-5003-43465 | 37.47            |
| VERIZON WIRELESS                                     | 6118582358            | 07/25/2025 | LIBRARY OPEN PO FY25/26          | 294-5003-43775 | 173.62           |
| <b>Fund 294 - State Library Total:</b>               |                       |            |                                  |                | <b>824.29</b>    |
| <b>Fund: 295 - Muni Pool</b>                         |                       |            |                                  |                |                  |
| NM RETIREE HEALTH CARE                               | PPE 2025-06-27        | 07/10/2025 | POOL                             | 295-4803-41226 | 27.33            |
| JESSICA ADKINS                                       | 06202025              | 07/18/2025 | POOL PARTY DEPOSIT REFUND...     | 295-4803-34355 | 50.00            |
| TERESA VARELA                                        | 06282025              | 07/18/2025 | POOL PARTY DEPOSIT REFUND...     | 295-4803-34355 | 50.00            |
| DEBBIE MONTGOMERY                                    | 06282025              | 07/18/2025 | POOL PARTY DEPOSIT REFUND...     | 295-4803-34355 | 50.00            |
| AMAZON CAPITAL SERVICES I...                         | 1HDK-XV6J-1V44        | 07/18/2025 | LIFEGUARD UNIFORMS               | 295-4803-42620 | 793.63           |
| AMAZON CAPITAL SERVICES I...                         | 1HDK-XV6J-1V44        | 07/18/2025 | SHIPPING                         | 295-4803-44607 | 25.78            |
| AMAZON CAPITAL SERVICES I...                         | 1HDK-XV6J-1V44        | 07/18/2025 | MISCELLANEOUS SUPPLIES           | 295-4803-44607 | 233.09           |
| MARLIN LEASING CORPORATI...                          | 40729553              | 07/18/2025 | POOL OPEN PO FY25/26             | 295-4803-43465 | 49.36            |
| JR AQUATIC SERVICES LLC                              | 512                   | 07/18/2025 | PHENOL RED TABLETS (250 C...     | 295-4803-44607 | 175.00           |
| JR AQUATIC SERVICES LLC                              | 512                   | 07/18/2025 | REVIEW ON CHEMICAL SAFETY...     | 295-4803-44607 | 250.00           |
| JR AQUATIC SERVICES LLC                              | 512                   | 07/18/2025 | CYA TEST TABLETS (250 COUN...    | 295-4803-44607 | 165.00           |
| JR AQUATIC SERVICES LLC                              | 512                   | 07/18/2025 | DPD 1 (100 COUNT)                | 295-4803-44607 | 75.00            |
| JR AQUATIC SERVICES LLC                              | 516                   | 07/18/2025 | PHENOL RED TABS (250 COUN...     | 295-4803-44607 | 175.00           |
| JR AQUATIC SERVICES LLC                              | 516                   | 07/18/2025 | STENNER INJECTION VALVE          | 295-4803-44607 | 40.00            |
| JR AQUATIC SERVICES LLC                              | 516                   | 07/18/2025 | INSTALLATION X 3                 | 295-4803-44607 | 375.00           |
| JR AQUATIC SERVICES LLC                              | 516                   | 07/18/2025 | STENNER TUBES                    | 295-4803-44607 | 15.00            |
| JR AQUATIC SERVICES LLC                              | 516                   | 07/18/2025 | 15GAL ACID X 2                   | 295-4803-44607 | 440.00           |
| JR AQUATIC SERVICES LLC                              | 516                   | 07/18/2025 | 15GAL SODIUM HYPOCHLORI...       | 295-4803-44607 | 1,200.00         |
| JR AQUATIC SERVICES LLC                              | 516                   | 07/18/2025 | TRAVEL CHARGE                    | 295-4803-44607 | 250.00           |
| NM RETIREE HEALTH CARE                               | PPE 2025-07-11        | 07/18/2025 | POOL                             | 295-4803-41226 | 39.05            |
| VERIZON WIRELESS                                     | 6118582358            | 07/25/2025 | POOL OPEN PO FY25/26             | 295-4803-43775 | 71.36            |
| LINDA ADKINS                                         | 7112025               | 07/25/2025 | DEPOSIT REFUND 7/11/2025 ...     | 295-4803-34355 | 50.00            |
| TARRAE LEVINE                                        | GQ7PK4ECTRJB          | 07/25/2025 | CERTIFIED POOL OPERATOR ...      | 295-4803-42720 | 405.70           |
| <b>Fund 295 - Muni Pool Total:</b>                   |                       |            |                                  |                | <b>5,005.30</b>  |
| <b>Fund: 296 - PD GRT</b>                            |                       |            |                                  |                |                  |
| MHQ OF NEW MEXICO                                    | 23606                 | 07/03/2025 | POLICE VEHICLE UPFIT             | 296-2403-80810 | 21,871.95        |
| <b>Fund 296 - PD GRT Total:</b>                      |                       |            |                                  |                | <b>21,871.95</b> |
| <b>Fund: 299 - SPECIAL REVENUE FUNDS</b>             |                       |            |                                  |                |                  |
| ARENAS VALLEY ANIMAL CLIN...                         | 102183                | 07/10/2025 | BEST FRIENDS MEDICAL FUND        | 299-7051-48710 | 118.92           |
| <b>Fund 299 - SPECIAL REVENUE FUNDS Total:</b>       |                       |            |                                  |                | <b>118.92</b>    |
| <b>Fund: 303 - Vet Wall</b>                          |                       |            |                                  |                |                  |
| WINDSTREAM CORPORATION                               | 100550724 - 7/16/2025 | 07/18/2025 | VETERANS WALL OPEN PO FY...      | 303-4703-43775 | 246.76           |
| <b>Fund 303 - Vet Wall Total:</b>                    |                       |            |                                  |                | <b>246.76</b>    |
| <b>Fund: 314 - CDBG</b>                              |                       |            |                                  |                |                  |
| WILSON & COMPANY INC ENG...                          | 138269                | 07/03/2025 | T OR C COMPREHENSIVE PLAN...     | 314-7030-48598 | 4,507.08         |
| <b>Fund 314 - CDBG Total:</b>                        |                       |            |                                  |                | <b>4,507.08</b>  |
| <b>Fund: 380 - OTHER STATE FUNDED PROJECTS</b>       |                       |            |                                  |                |                  |
| GT DISTRIBUTORS INC                                  | INV3018137            | 07/18/2025 | Reality Based Training Equipm... | 380-7038-80810 | 8,276.97         |
| <b>Fund 380 - OTHER STATE FUNDED PROJECTS Total:</b> |                       |            |                                  |                | <b>8,276.97</b>  |
| <b>Fund: 403 - Pledge State DEBT SERVICE</b>         |                       |            |                                  |                |                  |
| BANK OF THE SOUTHWEST                                | 6/23/2025             | 07/18/2025 | INTEREST PAYMENTS WISPI 2...     | 403-1203-90910 | 44.42            |
| BANK OF THE SOUTHWEST                                | 7/15/2025             | 07/18/2025 | INT PYMNTS WTR SYSTEM IM...      | 403-1203-90910 | 5,214.51         |
| NEW MEXICO FINANCE AUTH...                           | 7/18/2025             | 07/18/2025 | NMFA PPRF-2613 TORC 18 M...      | 403-1203-12918 | 690.58           |
| NEW MEXICO FINANCE AUTH...                           | 7/18/2025             | 07/18/2025 | NMFA PPRF-2737 TORC 19 M...      | 403-1203-12919 | 7,598.73         |
| NEW MEXICO FINANCE AUTH...                           | 7/18/2025             | 07/18/2025 | NMFA PPRF-5652 MONTHLY ...       | 403-1203-12952 | 15,438.95        |
| NEW MEXICO FINANCE AUTH...                           | 7/18/2025             | 07/18/2025 | NMFA DW-4794 MONTHLY D...        | 403-1203-90905 | 2,572.83         |

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| Vendor Name                                       | Payable Number | Post Date  | Description (Item)             | Account Number | Amount     |
|---------------------------------------------------|----------------|------------|--------------------------------|----------------|------------|
| NEW MEXICO FINANCE AUTH...                        | 7/18/2025      | 07/18/2025 | NMFA DW-4794 MONTHLY D...      | 403-1203-90925 | 125.00     |
| Fund 403 - Pledge State DEBT SERVICE Total:       |                |            |                                |                | 31,685.02  |
| <b>Fund: 501 - Cemetary</b>                       |                |            |                                |                |            |
| ALL FUNERAL SERVICES                              | 22146652       | 04/04/2025 | INVENTORY MANAGEMENT ...       | 501-1803-48599 | 440.00     |
| Fund 501 - Cemetary Total:                        |                |            |                                |                | 440.00     |
| <b>Fund: 502 - UTILITY OFFICE-UTILITY BILLING</b> |                |            |                                |                |            |
| XEROX CORP OLD                                    | 023823041      | 07/10/2025 | UTILITY OFFICE XEROX EQUIP...  | 502-3601-43465 | 477.75     |
| NM RETIREE HEALTH CARE                            | PPE 2025-06-27 | 07/10/2025 | UTILITY OFFICE                 | 502-3601-41226 | 165.19     |
| DOCUMENT SOLUTION INC                             | 375798         | 07/18/2025 | UTILITY OFFICE SHARP OVERA...  | 502-3601-43465 | 32.36      |
| MARLIN LEASING CORPORATI...                       | 40729553       | 07/18/2025 | UTILITY BILLING OPEN PO FY2... | 502-3601-43465 | 394.86     |
| NM RETIREE HEALTH CARE                            | PPE 2025-07-11 | 07/18/2025 | UTILITY OFFICE                 | 502-3601-41226 | 165.19     |
| TYLER TECHNOLOGIES INC                            | 025-510663     | 07/25/2025 | UTILITY OFFICE ANNUAL FEES ... | 502-3601-43815 | 12,084.06  |
| DOCUMENT SOLUTION INC                             | 379431         | 07/25/2025 | UTILITY OFFICE SHARP OVERA...  | 502-3601-43465 | 35.10      |
| VERIZON WIRELESS                                  | 6118582358     | 07/25/2025 | UTILITY BILLING OPEN PO FY2... | 502-3601-43775 | 197.85     |
| TESTONS FREEWAY CHEVRON                           | 6432           | 07/25/2025 | UTILITY OFFICE FUEL OPEN PO... | 502-3601-43316 | 65.92      |
| Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:  |                |            |                                |                | 13,618.28  |
| <b>Fund: 503 - Electric</b>                       |                |            |                                |                |            |
| MIKE TORRES DBA CD TECHN...                       | 1067           | 07/10/2025 | IT SERVICE ELECTRIC DEPT OP... | 503-3702-48598 | 568.44     |
| MIKE TORRES DBA CD TECHN...                       | 1068           | 07/10/2025 | IT SERVICE ELECTRIC DEPT OP... | 503-3702-48598 | 568.44     |
| REEDS TIRE CENTER                                 | 16193          | 07/10/2025 | REPAIR TIRE SENSOR             | 503-3702-47420 | 48.77      |
| SUN VALLEY INC                                    | 180867/6       | 07/10/2025 | 4" ROUND SCREWDRIVER           | 503-3702-44607 | 35.97      |
| SUN VALLEY INC                                    | 180867/6       | 07/10/2025 | LEVER GREASE GUN               | 503-3702-44607 | 34.99      |
| SUN VALLEY INC                                    | 180867/6       | 07/10/2025 | 16" FORGED BOW RAKE            | 503-3702-44607 | 50.43      |
| SUN VALLEY INC                                    | 180867/6       | 07/10/2025 | 20X25X1 PLEAT M8 FILTER        | 503-3702-44607 | 107.88     |
| SUN VALLEY INC                                    | 180867/6       | 07/10/2025 | RB LHSP SHOVEL                 | 503-3702-44607 | 79.98      |
| SUN VALLEY INC                                    | 180867/6       | 07/10/2025 | 9" MAG TORPEDO LEVEL           | 503-3702-44607 | 71.94      |
| SUN VALLEY INC                                    | 180867/6       | 07/10/2025 | 4-1/2" CUTOFF WHEEL            | 503-3702-44607 | 31.43      |
| SUN VALLEY INC                                    | 180867/6       | 07/10/2025 | 24" EPDM TARP STRAP            | 503-3702-44607 | 16.76      |
| SUN VALLEY INC                                    | 180867/6       | 07/10/2025 | 22-6 AWG CONNECTOR             | 503-3702-44607 | 29.98      |
| SUN VALLEY INC                                    | 180867/6       | 07/10/2025 | SERVICE GAUGE DUAL FOOT        | 503-3702-44607 | 25.99      |
| NM RETIREE HEALTH CARE                            | PPE 2025-06-27 | 07/10/2025 | ELECTRIC DEPT                  | 503-3702-41226 | 421.14     |
| SIERRA ELECTRIC CO-OP INC                         | 07/09/2025     | 07/18/2025 | POWER SERVICES-OPEN PO FY...   | 503-3702-50795 | 320,226.45 |
| TRI STATE GENERATION & TR...                      | 1045019        | 07/18/2025 | POWER SERVICE- OPEN PO FY...   | 503-3702-50795 | 37,528.67  |
| ALTEC INDUSTRIES INC                              | 13076940       | 07/18/2025 | IMPACT WRENCH KIT              | 503-3702-44613 | 600.56     |
| ALTEC INDUSTRIES INC                              | 13076940       | 07/18/2025 | BRAKING GRINDER PADDLE KIT     | 503-3702-44613 | 613.79     |
| TRANSMISSION & DISTRIBUTI...                      | 17221          | 07/18/2025 | EL DISTRIBUTION SYSTEM ST...   | 503-3702-48598 | 24,840.23  |
| DOCUMENT SOLUTION INC                             | 375798         | 07/18/2025 | ELECTRIC DEPT SHARP OVERA...   | 503-3702-43465 | 142.35     |
| MARLIN LEASING CORPORATI...                       | 40729553       | 07/18/2025 | ELECTRIC DEPT OPEN PO FY25...  | 503-3702-43465 | 123.40     |
| ALTEC INDUSTRIES INC                              | 51722911       | 07/18/2025 | REPAIR INVERTER, 12448-G       | 503-3702-47420 | 1,198.41   |
| VERIZON WIRELESS                                  | 6117602879     | 07/18/2025 | ELECTRIC DEPT OPEN PO FY25...  | 503-3702-43775 | 53.33      |
| LANDIS+GYR TECHNOLOGY INC                         | 90412648       | 07/18/2025 | TECH STUDIO ANNUAL MAINT...    | 503-3702-43815 | 264.56     |
| LANDIS+GYR TECHNOLOGY INC                         | 90412649       | 07/18/2025 | SaaS MONTHLY FLAT FEE- OP...   | 503-3702-43770 | 1,860.00   |
| WESTERN AREA POWER ADM...                         | JJPB1798A0625  | 07/18/2025 | BASE DEMAND & BASE ENER...     | 503-3702-50795 | 47,703.77  |
| NM RETIREE HEALTH CARE                            | PPE 2025-07-11 | 07/18/2025 | ELECTRIC DEPT                  | 503-3702-41226 | 421.13     |
| TYLER TECHNOLOGIES INC                            | 025-510663     | 07/25/2025 | ELECTRIC DEPT ANNUAL FEES ...  | 503-3702-43815 | 12,084.01  |
| TRIPLE H SOLAR LLC                                | 0402           | 07/25/2025 | ENGINEERING SERVICES- OPEN...  | 503-3702-48598 | 2,240.00   |
| DOCUMENT SOLUTION INC                             | 379431         | 07/25/2025 | ELECTRIC DEPT SHARP OVERA...   | 503-3702-43465 | 10.26      |
| SILVERSKY INC                                     | 529357-SI      | 07/25/2025 | ELECTRIC DEPT OPEN PO FY25...  | 503-3702-43815 | 140.12     |
| VERIZON WIRELESS                                  | 6118582358     | 07/25/2025 | ELECTRIC DEPT OPEN PO FY25...  | 503-3702-43775 | 197.82     |
| WESTERN UNITED ELECTRIC                           | 6147134        | 07/25/2025 | SHIPPING                       | 503-3702-44607 | 17.04      |
| WESTERN UNITED ELECTRIC                           | 6147134        | 07/25/2025 | FLAT WIRE CONDUCTOR BRU...     | 503-3702-44607 | 280.02     |
| WESTERN UNITED ELECTRIC                           | 6147149        | 07/25/2025 | CLAMP WEDGE 4/0-2/0            | 503-3702-44607 | 187.75     |
| WESTERN UNITED ELECTRIC                           | 6147308        | 07/25/2025 | 10" ADJUSTABLE WRENCH          | 503-3702-44607 | 38.40      |
| WESTERN UNITED ELECTRIC                           | 6147308        | 07/25/2025 | 5/16 KEYSTONE SCREWDRIVER...   | 503-3702-44607 | 12.34      |
| WESTERN UNITED ELECTRIC                           | 6147308        | 07/25/2025 | 8" SQUARE SCREWDRIVER          | 503-3702-44607 | 17.16      |
| WESTERN UNITED ELECTRIC                           | 6147308        | 07/25/2025 | RATCHETING BOX WRENCH 5/...    | 503-3702-44607 | 27.20      |
| WESTERN UNITED ELECTRIC                           | 6147308        | 07/25/2025 | KNIFE LOCKBACK 2-5/8" A1 H...  | 503-3702-44607 | 861.84     |
| WESTERN UNITED ELECTRIC                           | 6147308        | 07/25/2025 | COMBO KNIFE & SCISSORS SH...   | 503-3702-44607 | 127.26     |
| WESTERN UNITED ELECTRIC                           | 6147308        | 07/25/2025 | RATCHETIN BOX WRENCH 1/2"...   | 503-3702-44607 | 121.20     |

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| Vendor Name             | Payable Number | Post Date  | Description (Item)            | Account Number | Amount   |
|-------------------------|----------------|------------|-------------------------------|----------------|----------|
| WESTERN UNITED ELECTRIC | 6147308        | 07/25/2025 | LINEMAN RATCHETING WREN...    | 503-3702-44607 | 120.00   |
| WESTERN UNITED ELECTRIC | 6147308        | 07/25/2025 | LINEMANS STRAIGHT CLAW H...   | 503-3702-44607 | 67.48    |
| WESTERN UNITED ELECTRIC | 6147308        | 07/25/2025 | 12" EXTRA CAP ADJUSTABLE ...  | 503-3702-44607 | 55.55    |
| WESTERN UNITED ELECTRIC | 6147415        | 07/25/2025 | INSULATED DEADEND POLYM...    | 503-3702-44607 | 1,583.28 |
| WESTERN UNITED ELECTRIC | 6147415        | 07/25/2025 | INSULATED COMPOSITE PIN 1...  | 503-3702-44607 | 254.10   |
| WESTERN UNITED ELECTRIC | 6147415        | 07/25/2025 | TIE WRAPLOCK #4 C-NECK        | 503-3702-44607 | 369.50   |
| WESTERN UNITED ELECTRIC | 6147415        | 07/25/2025 | GROUND ROD 5/8X8              | 503-3702-44607 | 442.20   |
| WESTERN UNITED ELECTRIC | 6147415        | 07/25/2025 | CROSSARM DEADEND 8' FIBE...   | 503-3702-44607 | 2,633.84 |
| WESTERN UNITED ELECTRIC | 6147415        | 07/25/2025 | DEADEND SHOE CLAMP 4-4/0      | 503-3702-44607 | 1,336.50 |
| WESTERN UNITED ELECTRIC | 6147415        | 07/25/2025 | STANDOFF BRACKET 12"- 4 W...  | 503-3702-44607 | 798.70   |
| WESTERN UNITED ELECTRIC | 6147972        | 07/25/2025 | ANCHOR ROD 3/4X8 TWIN EYE     | 503-3702-44607 | 498.00   |
| TESTONS FREEWAY CHEVRON | 6436           | 07/25/2025 | GAS/DIESEL FUEL PURCHASES-... | 503-3702-43316 | 1,574.28 |

Fund 503 - Electric Total: 463,764.64

## Fund: 504 - Water

|                             |                |            |                               |                |           |
|-----------------------------|----------------|------------|-------------------------------|----------------|-----------|
| MIKE TORRES DBA CD TECHN... | 1067           | 07/10/2025 | IT SERVICE WATER DEPT OPEN... | 504-3803-48598 | 568.43    |
| MIKE TORRES DBA CD TECHN... | 1068           | 07/10/2025 | IT SERVICE WATER DEPT OPEN... | 504-3803-48598 | 568.43    |
| SUN VALLEY INC              | 180810/6       | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...  | 504-3803-44607 | 26.11     |
| SUN VALLEY INC              | 180828/6       | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...  | 504-3803-44607 | 38.47     |
| SUN VALLEY INC              | 180900/6       | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...  | 504-3803-44607 | 5.39      |
| SUN VALLEY INC              | 180959/6       | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...  | 504-3803-44607 | 44.91     |
| SUN VALLEY INC              | 180966/6       | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...  | 504-3803-44607 | 9.97      |
| SUN VALLEY INC              | 180979/6       | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...  | 504-3803-44607 | 33.24     |
| SUN VALLEY INC              | 181114/6       | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...  | 504-3803-44607 | 49.35     |
| SUN VALLEY INC              | 181154/6       | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...  | 504-3803-44607 | 16.61     |
| SUN VALLEY INC              | 181166/6       | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...  | 504-3803-44607 | 41.56     |
| B & H OIL COMPANY           | 7/1/2025 WATER | 07/10/2025 | OPEN PO FY 24-25 FUEL WTR ... | 504-3803-43316 | 166.73    |
| NM RETIREE HEALTH CARE      | PPE 2025-06-27 | 07/10/2025 | WATER DEPT                    | 504-3803-41226 | 313.01    |
| WEX BANK                    | 105760703-WAWW | 07/18/2025 | W/WW- WEX FUEL FOR TRAV...    | 504-3803-43316 | 38.75     |
| IWORQ SYSTEMS               | 212591         | 07/18/2025 | FY 25-26 SYSTEM MANAGEM...    | 504-3803-43815 | 1,597.00  |
| MARLIN LEASING CORPORATI... | 40729553       | 07/18/2025 | WATER DEPT OPEN PO FY25/...   | 504-3803-43465 | 49.36     |
| TAXATION AND REVENUE        | 7/18/2025      | 07/18/2025 | WATER CONSERVATION FEE FY...  | 504-3803-43797 | 1,476.45  |
| NM RETIREE HEALTH CARE      | PPE 2025-07-11 | 07/18/2025 | WATER DEPT                    | 504-3803-41226 | 313.01    |
| FERGUSON ENTERPRISES LLC    | SC171298       | 07/18/2025 | OPEN PO FOR WATER SUPPLIES    | 504-3803-44607 | 91.15     |
| TYLER TECHNOLOGIES INC      | 025-510663     | 07/25/2025 | WATER DEPT ANNUAL FEES F...   | 504-3803-43815 | 12,084.01 |
| SILVERSKY INC               | 529357-SI      | 07/25/2025 | WATER DEPT OPEN PO FY25/...   | 504-3803-43815 | 140.12    |
| VERIZON WIRELESS            | 6118582358     | 07/25/2025 | WATER DEPT OPEN PO FY25/...   | 504-3803-43775 | 266.23    |
| TESTONS FREEWAY CHEVRON     | 6430           | 07/25/2025 | OPEN PO FOR FUEL FOR WAT...   | 504-3803-43316 | 2,287.57  |
| TESTONS FREEWAY CHEVRON     | 6431           | 07/25/2025 | OPEN PO FOR FUEL JULY 2025    | 504-3803-43316 | 290.97    |

Fund 504 - Water Total: 20,516.83

## Fund: 505 - Solid Waste

|                              |                |            |                                |                |           |
|------------------------------|----------------|------------|--------------------------------|----------------|-----------|
| XEROX CORP OLD               | 023823033      | 07/10/2025 | SOLID WASTE XEROX EQUIPM...    | 505-3904-43465 | 30.18     |
| MIKE TORRES DBA CD TECHN...  | 1067           | 07/10/2025 | IT SERVICE SANITATION DEPT ... | 505-3904-48598 | 568.44    |
| MIKE TORRES DBA CD TECHN...  | 1068           | 07/10/2025 | IT SERVICE SANITATION DEPT ... | 505-3904-48598 | 568.44    |
| NM RETIREE HEALTH CARE       | PPE 2025-06-27 | 07/10/2025 | SOLID WASTE DEPT               | 505-3904-41226 | 529.07    |
| WEX BANK                     | 105760703-TR   | 07/18/2025 | WEX- DIESEL & GASOLINE         | 505-3904-43316 | 3,691.68  |
| CITY OF LAS CRUCES           | 110328         | 07/18/2025 | SCSWA WASTE DISPOSAL           | 505-3904-45601 | 60,985.13 |
| DOCUMENT SOLUTION INC        | 375798         | 07/18/2025 | SANITATION DEPTSHARP OVE...    | 505-3904-43465 | 63.30     |
| MARLIN LEASING CORPORATI...  | 40729553       | 07/18/2025 | SOLID WASTE OPEN PO FY25/...   | 505-3904-43465 | 123.40    |
| CARMEN HOWELL                | 7/15/2025      | 07/18/2025 | INCREASE PETTY CASH FOR B...   | 505-3904-12118 | 50.00     |
| NM RETIREE HEALTH CARE       | PPE 2025-07-11 | 07/18/2025 | SOLID WASTE DEPT               | 505-3904-41226 | 529.07    |
| TYLER TECHNOLOGIES INC       | 025-510663     | 07/25/2025 | SANITATION DEPT ANNUAL FE...   | 505-3904-43815 | 12,084.01 |
| NM MUNICIPAL LEAGUE          | 15215          | 07/25/2025 | ANNUAL DUES JULY 01,2024 - ... | 505-3904-43770 | 100.00    |
| DOCUMENT SOLUTION INC        | 379431         | 07/25/2025 | SANITATION DEPTSHARP OVE...    | 505-3904-43465 | 61.66     |
| SILVERSKY INC                | 529357-SI      | 07/25/2025 | SOLID WASTE DEPT OPEN PO ...   | 505-3904-43815 | 140.13    |
| VERIZON WIRELESS             | 6118582358     | 07/25/2025 | SANITATION OPEN PO FY25/26     | 505-3904-43775 | 160.25    |
| RED WING SHOES OF LAS CRU... | INV-006132     | 07/25/2025 | SAFETY BOOTS- GARY CARRE...    | 505-3904-44615 | 198.99    |
| RED WING SHOES OF LAS CRU... | INV-006132     | 07/25/2025 | SAFETY BOOTS- MATHEW HILL      | 505-3904-44615 | 189.99    |
| RED WING SHOES OF LAS CRU... | INV-006132     | 07/25/2025 | SAFETY BOOTS - ANDRES A AL...  | 505-3904-44615 | 194.99    |

Fund 505 - Solid Waste Total: 80,268.73



## AP EOM REPORT JULY 2025

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| Vendor Name                    | Payable Number  | Post Date  | Description (Item)             | Account Number | Amount           |
|--------------------------------|-----------------|------------|--------------------------------|----------------|------------------|
| <b>Fund: 506 - WWTP</b>        |                 |            |                                |                |                  |
| XEROX CORP OLD                 | 023823036       | 07/10/2025 | WASTEWATER XEROX EQUIP...      | 506-4005-43465 | 158.20           |
| MIKE TORRES DBA CD TECHN...    | 1067            | 07/10/2025 | IT SERVICE WASTE WATER OP...   | 506-4005-48598 | 568.44           |
| MIKE TORRES DBA CD TECHN...    | 1068            | 07/10/2025 | IT SERVICE WASTE WATER OP...   | 506-4005-48598 | 568.44           |
| SUN VALLEY INC                 | 180810/6        | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...   | 506-4005-44607 | 26.10            |
| SUN VALLEY INC                 | 180828/6        | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...   | 506-4005-44607 | 38.46            |
| SUN VALLEY INC                 | 180900/6        | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...   | 506-4005-44607 | 5.39             |
| SUN VALLEY INC                 | 180959/6        | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...   | 506-4005-44607 | 44.91            |
| SUN VALLEY INC                 | 180966/6        | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...   | 506-4005-44607 | 9.96             |
| SUN VALLEY INC                 | 180979/6        | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...   | 506-4005-44607 | 33.24            |
| SUN VALLEY INC                 | 181114/6        | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...   | 506-4005-44607 | 49.36            |
| SUN VALLEY INC                 | 181154/6        | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...   | 506-4005-44607 | 16.60            |
| SUN VALLEY INC                 | 181166/6        | 07/10/2025 | OPEN PO FOR JUNE 2025 EME...   | 506-4005-44607 | 41.56            |
| SIERRA AUTO PARTS LLC          | 337136          | 07/10/2025 | 12V COMMERCIAL BATTERY         | 506-4005-47425 | 539.97           |
| NM RETIREE HEALTH CARE         | PPE 2025-06-27  | 07/10/2025 | WASTE WATER DEPT               | 506-4005-41226 | 169.57           |
| WEX BANK                       | 105760703-WAWWW | 07/18/2025 | W/WW- WEX FUEL FOR TRAV...     | 506-4005-43316 | 38.75            |
| IWORQ SYSTEMS                  | 212591          | 07/18/2025 | FY 25-26 SYSTEM MANAGEM...     | 506-4005-43815 | 1,597.00         |
| DOCUMENT SOLUTION INC          | 375798          | 07/18/2025 | WASTE WATER DEPT SHARP ...     | 506-4005-43465 | 82.14            |
| MARLIN LEASING CORPORATI...    | 40729553        | 07/18/2025 | WASTE WATER OPEN PO FY25...    | 506-4005-43465 | 246.78           |
| SMITHCO CONSTRUCTION INC       | 595-24-021      | 07/18/2025 | CHECK VALVE REUSE POND         | 506-4005-47425 | 8,670.00         |
| VILLAGE OF WILLIAMSBURG        | 7/18/2025       | 07/18/2025 | SEWER RECEIPTS FY 2025 - 20... | 506-4005-48798 | 3,261.81         |
| NM RETIREE HEALTH CARE         | PPE 2025-07-11  | 07/18/2025 | WASTE WATER DEPT               | 506-4005-41226 | 122.66           |
| TYLER TECHNOLOGIES INC         | 025-510663      | 07/25/2025 | WASTE WATER DEPT ANNUAL...     | 506-4005-43815 | 12,084.01        |
| DOCUMENT SOLUTION INC          | 379431          | 07/25/2025 | WASTE WATER DEPT SHARP ...     | 506-4005-43465 | 59.13            |
| SILVERSKY INC                  | 529357-SI       | 07/25/2025 | WASTE WATER DEPT OPEN PO...    | 506-4005-43815 | 140.12           |
| VERIZON WIRELESS               | 6118582358      | 07/25/2025 | WASTE WATER DEPT OPEN PO...    | 506-4005-43775 | 414.05           |
| TESTONS FREEWAY CHEVRON        | 6431            | 07/25/2025 | FUEL FOR WASTE WATER DEP...    | 506-4005-43316 | 122.33           |
| EUROFINS ENVIRONMENTAL ...     | 8850014691      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 129.15           |
| EUROFINS ENVIRONMENTAL ...     | 8850017459      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 236.78           |
| EUROFINS ENVIRONMENTAL ...     | 8850017880      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 290.59           |
| EUROFINS ENVIRONMENTAL ...     | 8850018999      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 575.79           |
| EUROFINS ENVIRONMENTAL ...     | 8850019162      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 129.15           |
| EUROFINS ENVIRONMENTAL ...     | 8850019339      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 575.79           |
| EUROFINS ENVIRONMENTAL ...     | 8850020902      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 129.15           |
| EUROFINS ENVIRONMENTAL ...     | 8850021185      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 575.79           |
| EUROFINS ENVIRONMENTAL ...     | 8850021415      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 129.15           |
| EUROFINS ENVIRONMENTAL ...     | 8850021543      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 575.79           |
| EUROFINS ENVIRONMENTAL ...     | 8850021565      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 505.84           |
| EUROFINS ENVIRONMENTAL ...     | 8850021612      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 129.15           |
| EUROFINS ENVIRONMENTAL ...     | 8850022137      | 07/25/2025 | WEEKLY TESTING                 | 506-4005-44605 | 468.17           |
| <b>Fund 506 - WWTP Total:</b>  |                 |            |                                |                | <b>33,559.27</b> |
| <b>Fund: 508 - Golf Course</b> |                 |            |                                |                |                  |
| MASEK ROCKY MOUNTAIN GO...     | 02-103623       | 07/10/2025 | GOLF CART LEASE FY 24-25 M...  | 508-4303-43465 | 979.28           |
| MASEK ROCKY MOUNTAIN GO...     | 02-104120       | 07/10/2025 | GOLF CART LEASE FY 24-25 M...  | 508-4303-43465 | 12.00            |
| SUN VALLEY INC                 | 181036/6        | 07/10/2025 | OPEN PO FIELD SUPPLIES FY 2... | 508-4303-44607 | 268.11           |
| SUN VALLEY INC                 | 181043/6        | 07/10/2025 | OPEN PO FIELD SUPPLIES FY 2... | 508-4303-44607 | 16.21            |
| SUN VALLEY INC                 | 181110/6        | 07/10/2025 | OPEN PO FIELD SUPPLIES FY 2... | 508-4303-44607 | 205.58           |
| SUN VALLEY INC                 | 181127/6        | 07/10/2025 | OPEN PO FIELD SUPPLIES FY 2... | 508-4303-44607 | 17.45            |
| SUN VALLEY INC                 | 181145/6        | 07/10/2025 | OPEN PO FIELD SUPPLIES FY 2... | 508-4303-44607 | 49.84            |
| TURNER ELECTRIC MOTOR INC      | 85567           | 07/10/2025 | BUSSMAN #FRS-R-200 FUSE        | 508-4303-47420 | 145.00           |
| NM RETIREE HEALTH CARE         | PPE 2025-06-27  | 07/10/2025 | GOLF COURSE                    | 508-4303-41226 | 103.60           |
| MASEK ROCKY MOUNTAIN GO...     | 02-104240       | 07/18/2025 | GOLF CART LEASE FY 24-25 M...  | 508-4303-43465 | 979.28           |
| SIMPSON NORTON CORPORAT...     | 1669952-00      | 07/18/2025 | SHOCK/SPRING ASM               | 508-4303-44607 | 301.18           |
| SIMPSON NORTON CORPORAT...     | 1669952-00      | 07/18/2025 | FREIGHT OUT                    | 508-4303-44607 | 46.00            |
| SIMPSON NORTON CORPORAT...     | 1669952-00      | 07/18/2025 | CONTROL ARM ASM                | 508-4303-44607 | 117.40           |
| AMAZON CAPITAL SERVICES I...   | 1J7L-6DWQ-7J6   | 07/18/2025 | SHIPPING                       | 508-4303-44607 | 2.80             |
| AMAZON CAPITAL SERVICES I...   | 1J7L-6DWQ-7J6   | 07/18/2025 | 5PCS 1-1/2" PVC BALL VALVE     | 508-4303-44607 | 103.96           |
| AMAZON CAPITAL SERVICES I...   | 1TX7-7GKF-TMX14 | 07/18/2025 | SHIPPING                       | 508-4303-44607 | 4.19             |
| AMAZON CAPITAL SERVICES I...   | 1TX7-7GKF-TMX14 | 07/18/2025 | 5PCS 1-1/2" PVC BALL VALVE     | 508-4303-44607 | 155.94           |
| MARLIN LEASING CORPORATI...    | 40729553        | 07/18/2025 | GOLF COURSE OPEN PO FY25/...   | 508-4303-43465 | 246.78           |

## AP EOM REPORT JULY 2025

Payment Dates: 7/1/2025 - 7/31/2025

| Vendor Name                            | Payable Number        | Post Date  | Description (Item)            | Account Number | Amount            |
|----------------------------------------|-----------------------|------------|-------------------------------|----------------|-------------------|
| CARROT TOP INDUSTRIES INC              | INV141242             | 07/18/2025 | 4 X 6' POLYESTER US FLAG      | 508-4303-44607 | 181.03            |
| NM RETIREE HEALTH CARE                 | PPE 2025-07-11        | 07/18/2025 | GOLF COURSE                   | 508-4303-41226 | 106.71            |
| DOCUMENT SOLUTION INC                  | 379431                | 07/25/2025 | GOLF COURSE SHARP OVERA...    | 508-4303-43465 | 3.42              |
| VERIZON WIRELESS                       | 6118582358            | 07/25/2025 | GOLF COURSE OPEN PO FY25/...  | 508-4303-43775 | 72.36             |
| <b>Fund 508 - Golf Course Total:</b>   |                       |            |                               |                | <b>4,118.12</b>   |
| <b>Fund: 509 - Muni Airport</b>        |                       |            |                               |                |                   |
| XEROX CORP OLD                         | 023823043             | 07/10/2025 | AIRPORT XEROX EQUIPMENT ...   | 509-4403-43465 | 31.58             |
| TECH 45 AIRPORT MANAGEM...             | 001125                | 07/18/2025 | MONTHLY MANAGEMENT AG...      | 509-4403-48598 | 20,002.14         |
| WINDSTREAM CORPORATION                 | 101112924 - 7/16/2025 | 07/18/2025 | AIRPORT OPEN PO FY25/26       | 509-4403-43775 | 449.27            |
| MARLIN LEASING CORPORATI...            | 40729553              | 07/18/2025 | AIRPORT OPEN PO FY25/26       | 509-4403-43465 | 49.36             |
| VERIZON WIRELESS                       | 6118582358            | 07/25/2025 | AIRPORT OPEN PO FY25/26       | 509-4403-43775 | 125.90            |
| <b>Fund 509 - Muni Airport Total:</b>  |                       |            |                               |                | <b>20,658.25</b>  |
| <b>Fund: 600 - Internal Serv</b>       |                       |            |                               |                |                   |
| SIERRA AUTO PARTS LLC                  | 336687                | 07/10/2025 | OPEN PO FOR APRIL-JUNE 2025   | 600-7003-44607 | 14.99             |
| SIERRA AUTO PARTS LLC                  | 336888                | 07/10/2025 | OPEN PO FOR APRIL-JUNE 2025   | 600-7003-44607 | 14.94             |
| SIERRA AUTO PARTS LLC                  | 337058                | 07/10/2025 | OPEN PO FOR APRIL-JUNE 2025   | 600-7003-44607 | 11.04             |
| SIERRA AUTO PARTS LLC                  | 337138                | 07/10/2025 | OPEN PO FOR APRIL-JUNE 2025   | 600-7003-44607 | 154.89            |
| SIERRA AUTO PARTS LLC                  | 337302                | 07/10/2025 | OPEN PO FOR APRIL-JUNE 2025   | 600-7003-44607 | 23.91             |
| SIERRA AUTO PARTS LLC                  | 337320                | 07/10/2025 | OPEN PO FOR APRIL-JUNE 2025   | 600-7003-44607 | 12.56             |
| SIERRA AUTO PARTS LLC                  | 337363                | 07/10/2025 | OPEN PO FOR APRIL-JUNE 2025   | 600-7003-44607 | 29.79             |
| SIERRA AUTO PARTS LLC                  | 337381                | 07/10/2025 | OPEN PO FOR APRIL-JUNE 2025   | 600-7003-44607 | 279.37            |
| SIERRA AUTO PARTS LLC                  | 337423                | 07/10/2025 | OPEN PO FOR APRIL-JUNE 2025   | 600-7003-44607 | 14.99             |
| NM RETIREE HEALTH CARE                 | PPE 2025-06-27        | 07/10/2025 | FLEET SERVICE CENTER          | 600-7003-41226 | 193.99            |
| APEX TECHNOLOGIES LLC                  | 10004033              | 07/18/2025 | FEE FOR SECURITY SYSTEM @ ... | 600-7003-48599 | 194.52            |
| WEX BANK                               | 105760703-FLEET       | 07/18/2025 | FUEL FOR SERVICE CENTER VE... | 600-7003-43316 | 194.16            |
| 4 RIVERS EQUIPMENT                     | 1805168               | 07/18/2025 | HYDRO PUMP MANIFOLD/HO...     | 600-7003-47420 | 62.25             |
| OREILLY AUTO PARTS INC                 | 2162-190001           | 07/18/2025 | ALTERNATOR                    | 600-7003-47420 | 285.55            |
| DOCUMENT SOLUTION INC                  | 375798                | 07/18/2025 | SERVICE CENTER SHARP OVER...  | 600-7003-43465 | 297.21            |
| MARLIN LEASING CORPORATI...            | 40729553              | 07/18/2025 | SERVICE CENTER OPEN PO FY...  | 600-7003-43465 | 74.04             |
| THE POWER CENTER INC                   | 65898                 | 07/18/2025 | SHIFTER CABLE                 | 600-7003-47420 | 219.98            |
| NM RETIREE HEALTH CARE                 | PPE 2025-07-11        | 07/18/2025 | FLEET SERVICE CENTER          | 600-7003-41226 | 193.77            |
| RJ BORDER INTERNATIONAL                | R400035267.01         | 07/18/2025 | TURBO CHARGER REPLACEM...     | 600-7003-47420 | 5,731.96          |
| REEDS TIRE CENTER                      | 16250                 | 07/25/2025 | OPEN PO FOR TIRES             | 600-7003-44626 | 640.00            |
| REEDS TIRE CENTER                      | 16259                 | 07/25/2025 | OPEN PO FOR TIRES             | 600-7003-44626 | 640.00            |
| OREILLY AUTO PARTS INC                 | 2162-190973           | 07/25/2025 | BRAKES, STRUTS, SHOCKS,       | 600-7003-47420 | 514.66            |
| DOCUMENT SOLUTION INC                  | 379431                | 07/25/2025 | SERVICE CENTER SHARP OVER...  | 600-7003-43465 | 28.51             |
| VERIZON WIRELESS                       | 6118582358            | 07/25/2025 | SERVICE CENTER OPEN PO FY...  | 600-7003-43775 | 189.88            |
| <b>Fund 600 - Internal Serv Total:</b> |                       |            |                               |                | <b>10,016.96</b>  |
| <b>Grand Total:</b>                    |                       |            |                               |                | <b>962,228.77</b> |

**Report Summary****Fund Summary**

| <b>Fund</b>                          | <b>Payment Amount</b> |
|--------------------------------------|-----------------------|
| 101 - General                        | 159,600.02            |
| 201 - Corrections                    | 2,982.14              |
| 209 - Fire                           | 25,664.31             |
| 211 - Law Enforce Prot               | 6,440.16              |
| 214 - Lodgers Tax                    | 21,913.35             |
| 216 - Muni Street                    | 26,131.42             |
| 294 - State Library                  | 824.29                |
| 295 - Muni Pool                      | 5,005.30              |
| 296 - PD GRT                         | 21,871.95             |
| 299 - SPECIAL REVENUE FUNDS          | 118.92                |
| 303 - Vet Wall                       | 246.76                |
| 314 - CDBG                           | 4,507.08              |
| 380 - OTHER STATE FUNDED PROJECTS    | 8,276.97              |
| 403 - Pledge State DEBT SERVICE      | 31,685.02             |
| 501 - Cemetery                       | 440.00                |
| 502 - UTILITY OFFICE-UTILITY BILLING | 13,618.28             |
| 503 - Electric                       | 463,764.64            |
| 504 - Water                          | 20,516.83             |
| 505 - Solid Waste                    | 80,268.73             |
| 506 - WWTP                           | 33,559.27             |
| 508 - Golf Course                    | 4,118.12              |
| 509 - Muni Airport                   | 20,658.25             |
| 600 - Internal Serv                  | 10,016.96             |
| <b>Grand Total:</b>                  | <b>962,228.77</b>     |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b>    | <b>Payment Amount</b> |
|-----------------------|------------------------|-----------------------|
| 101-1000-43597        | ATTORNEY FEES-GOVER... | 5,748.63              |
| 101-1000-43770        | SUBSCRIPTION & DUES    | 2,187.00              |
| 101-1000-48599        | OTHER CONTRACTUAL S... | 10,000.00             |
| 101-1001-41226        | RETIREE INSURANCE      | 317.38                |
| 101-1001-43465        | RENT OF EQUIPMENT      | 568.24                |
| 101-1001-43740        | PRINTING/PUBLISHING    | 1,147.52              |
| 101-1001-43770        | SUBSCRIPTION & DUES    | 100.00                |
| 101-1001-43775        | TELEPHONE              | 265.60                |
| 101-1003-41226        | RETIREE INSURANCE      | 363.12                |
| 101-1003-43465        | RENT OF EQUIPMENT      | 1,499.91              |
| 101-1003-43775        | TELEPHONE              | 346.93                |
| 101-1004-41226        | RETIREE INSURANCE      | 855.01                |
| 101-1004-42720        | EMPLOYEE TRAINING-A... | 346.80                |
| 101-1004-43465        | RENT OF EQUIPMENT      | 1,178.14              |
| 101-1004-43740        | PRINTING/PUBLISHING    | 307.96                |
| 101-1004-43775        | TELEPHONE              | 300.12                |
| 101-1004-43815        | SOFTWARE LIC/SOFTWA... | 12,084.01             |
| 101-1004-44606        | OFFICE SUPPLIES        | 159.77                |
| 101-1004-44613        | NON-CAPITAL ITEMS      | 3,400.00              |
| 101-1004-48599        | OTHER CONTRACTUAL S... | 125.00                |
| 101-1006-41226        | RETIREE INSURANCE      | 326.54                |
| 101-1006-43775        | TELEPHONE              | 112.43                |
| 101-1006-48598        | PROFESSIONAL SERVICES  | 837.92                |
| 101-1007-41226        | RETIREE INSURANCE      | 2,845.85              |
| 101-1007-43316        | FUEL                   | 8,805.76              |
| 101-1007-43465        | RENT OF EQUIPMENT      | 1,204.70              |
| 101-1007-43775        | TELEPHONE              | 1,238.03              |
| 101-1007-43815        | SOFTWARE               | 12,084.01             |
| 101-1007-47420        | MAINTENANCE VEHICLE... | 21.19                 |
| 101-1007-48598        | PROFESSIONAL SERVICES  | 1,302.67              |



## Account Summary

| Account Number | Account Name                | Payment Amount |
|----------------|-----------------------------|----------------|
| 101-1008-41226 | RETIREE INSURANCE           | 165.74         |
| 101-1008-43316 | FUEL                        | 187.32         |
| 101-1008-43775 | TELEPHONE                   | 224.06         |
| 101-1009-41226 | RETIREE INSURANCE           | 186.04         |
| 101-1009-42620 | UNIFORMS/LINEN-MUNI...      | 75.86          |
| 101-1009-43316 | FUEL                        | 1,068.44       |
| 101-1009-43465 | RENT OF EQUIPMENT           | 1,361.27       |
| 101-1009-43775 | TELEPHONE                   | 138.56         |
| 101-1009-44607 | FIELD SUPPLIES-MUNI R...    | 1,034.32       |
| 101-1009-47415 | MAINTENANCE--REPAIRS..      | 900.00         |
| 101-1010-41226 | RETIREE INSURANCE           | 201.32         |
| 101-1010-42720 | EMPLOYEE TRAINING           | 75.00          |
| 101-1010-43775 | TELEPHONE                   | 50.65          |
| 101-1010-48598 | PROFESSIONAL SERVICES       | 10,498.56      |
| 101-1011-41226 | RETIREE INSURANCE           | 494.88         |
| 101-1011-43775 | TELEPHONE                   | 154.82         |
| 101-1013-41226 | RETIREE INSURANCE           | 154.60         |
| 101-1013-43316 | FUEL                        | 212.01         |
| 101-1014-41226 | RETIREE INSURANCE           | 431.48         |
| 101-1014-43316 | FUEL                        | 727.45         |
| 101-1014-43403 | REGULAR BUILDING MA...      | 1,074.00       |
| 101-1014-43465 | RENT OF EQUIPMENT           | 93.67          |
| 101-1014-43775 | TELEPHONE                   | 114.09         |
| 101-1014-44607 | FIELD SUPPLIES-FACILITY...  | 1,787.15       |
| 101-1014-47410 | MAINTENANCE CONTRA...       | 53.82          |
| 101-1014-47420 | MAINTENANCE-VEHICLE...      | 319.99         |
| 101-1016-41226 | RETIREE INSURANCE           | 424.80         |
| 101-1016-44830 | CITY BOOK PURCHASING...     | 44.80          |
| 101-1018-43780 | UTILITIES                   | 50,477.80      |
| 101-1018-43815 | SOFTWARE LIC/SOFTWA...      | 1,821.61       |
| 101-1018-46732 | GENERAL LIABILITY INSU...   | 136.31         |
| 101-1018-48598 | PROFESSIONAL SERVICES       | 14,779.36      |
| 101-1099-34348 | RENT OF PUBLIC FACILIT...   | 50.00          |
| 201-1903-48598 | PROFESSIONAL SERVICES..     | 1,002.14       |
| 201-1903-48710 | CARE OF PRISONERS-SIE...    | 1,980.00       |
| 209-1603-43316 | FUEL                        | 171.57         |
| 209-1603-43465 | RENT OF EQUIPMENT           | 507.29         |
| 209-1603-43775 | TELEPHONE                   | 258.83         |
| 209-1603-44615 | SAFETY EQUIPMENT            | 24,201.00      |
| 209-1603-47415 | MAINTENANCE--REPAIRS..      | 525.62         |
| 211-2003-42535 | EMPLOYEE TRAINING           | 4,000.00       |
| 211-2003-44573 | UNIFORM & EQUIPMENT         | 137.19         |
| 211-2003-47420 | MAINTENANCE-VEHICLE...      | 252.48         |
| 211-2003-80810 | OTHER CAPITAL EQUIPM...     | 2,050.49       |
| 214-2503-30318 | PROMOTION/ADVERTISG..       | 17,353.17      |
| 214-2503-41226 | RETIREE INSURANCE           | 104.68         |
| 214-2503-48596 | AUDIT CONTRACT SERVI...     | 538.12         |
| 214-2540-43775 | TELEPHONE                   | 71.36          |
| 214-2540-60725 | CITY PORTION SUB-RECIP..    | 3,846.02       |
| 216-4503-43316 | FUEL                        | 1,136.94       |
| 216-4503-43465 | RENT OF EQUIPMENT           | 198.07         |
| 216-7025-48598 | Professional Serv/Contra... | 23,457.41      |
| 216-7026-48598 | Professional Serv/Contra... | 1,339.00       |
| 294-5003-43465 | RENT OF EQUIPMENT           | 650.67         |
| 294-5003-43775 | TELEPHONE                   | 173.62         |
| 295-4803-34355 | POOL DEPOSIT/RENTAL         | 200.00         |
| 295-4803-41226 | RETIREE INSURANCE           | 66.38          |
| 295-4803-42620 | UNIFORMS-LIFEGUARDS         | 793.63         |

## Account Summary

| Account Number | Account Name                | Payment Amount |
|----------------|-----------------------------|----------------|
| 295-4803-42720 | EMPLOYEE TRAINING-M...      | 405.70         |
| 295-4803-43465 | RENT OF EQUIPMENT           | 49.36          |
| 295-4803-43775 | TELEPHONE                   | 71.36          |
| 295-4803-44607 | FIELD SUPPLIES-MUNI P...    | 3,418.87       |
| 296-2403-80810 | OTHER CAPITAL EQUIPM...     | 21,871.95      |
| 299-7051-48710 | Professional Serv -BFAS ... | 118.92         |
| 303-4703-43775 | TELEPHONE                   | 246.76         |
| 314-7030-48598 | Professional Serv/Contra... | 4,507.08       |
| 380-7038-80810 | OTHER CAPITAL EQUIPM...     | 8,276.97       |
| 403-1203-12918 | CWPA PPRF-2613 TORC ...     | 690.58         |
| 403-1203-12919 | CWPA PPRF-2737 TORC ...     | 7,598.73       |
| 403-1203-12952 | PPRF-5652 ELECTRIC TR...    | 15,438.95      |
| 403-1203-90905 | DEBT SERVICE PRINCIPAL...   | 2,572.83       |
| 403-1203-90910 | DEBT SERVICE INTEREST       | 5,258.93       |
| 403-1203-90925 | COMMITMENTS & OTHE...       | 125.00         |
| 501-1803-48599 | OTHER CONTRACTUAL S...      | 440.00         |
| 502-3601-41226 | RETIREE INSURANCE           | 330.38         |
| 502-3601-43316 | FUEL                        | 65.92          |
| 502-3601-43465 | RENT OF EQUIPMENT           | 940.07         |
| 502-3601-43775 | TELEPHONE                   | 197.85         |
| 502-3601-43815 | SOFTWARE LIC/SOFTWA...      | 12,084.06      |
| 503-3702-41226 | RETIREE INSURANCE           | 842.27         |
| 503-3702-43316 | FUEL                        | 1,574.28       |
| 503-3702-43465 | RENT OF EQUIPMENT           | 276.01         |
| 503-3702-43770 | SUBSCRIPTION & DUES         | 1,860.00       |
| 503-3702-43775 | TELEPHONE                   | 251.15         |
| 503-3702-43815 | SOFTWARE LIC/SOFTWA...      | 12,488.69      |
| 503-3702-44607 | FIELD SUPPLIES              | 10,334.71      |
| 503-3702-44613 | NON-CAPITAL ITEMS           | 1,214.35       |
| 503-3702-47420 | MAINTENANCE-VEHICLE...      | 1,247.18       |
| 503-3702-48598 | PROFESSIONAL SERVICES       | 28,217.11      |
| 503-3702-50795 | WHOLESALE POWER CO...       | 405,458.89     |
| 504-3803-41226 | RETIREE INSURANCE           | 626.02         |
| 504-3803-43316 | FUEL                        | 2,784.02       |
| 504-3803-43465 | RENT OF EQUIPMENT           | 49.36          |
| 504-3803-43775 | TELEPHONE                   | 266.23         |
| 504-3803-43797 | WATER CONSERVATION...       | 1,476.45       |
| 504-3803-43815 | SOFTWARE LIC/SOFTWA...      | 13,821.13      |
| 504-3803-44607 | FIELD SUPPLIES-WATER ...    | 356.76         |
| 504-3803-48598 | PROFESSIONAL SERVICES       | 1,136.86       |
| 505-3904-12118 | CHANGE FUND - SOLID ...     | 50.00          |
| 505-3904-41226 | RETIREE INSURANCE           | 1,058.14       |
| 505-3904-43316 | FUEL                        | 3,691.68       |
| 505-3904-43465 | RENT OF EQUIPMENT           | 278.54         |
| 505-3904-43770 | SUBSCRIPTION & DUES         | 100.00         |
| 505-3904-43775 | TELEPHONE                   | 160.25         |
| 505-3904-43815 | SOFTWARE LIC/SOFTWA...      | 12,224.14      |
| 505-3904-44615 | SAFETY EQUIPMENT            | 583.97         |
| 505-3904-45601 | WASTE DISPOSAL              | 60,985.13      |
| 505-3904-48598 | PROFESSIONAL SERVICES       | 1,136.88       |
| 506-4005-41226 | RETIREE INSURANCE           | 292.23         |
| 506-4005-43316 | FUEL                        | 161.08         |
| 506-4005-43465 | RENT OF EQUIPMENT           | 546.25         |
| 506-4005-43775 | TELEPHONE                   | 414.05         |
| 506-4005-43815 | SOFTWARE LIC/SOFTWA...      | 13,821.13      |
| 506-4005-44605 | CHEMICALS/LABORATO...       | 4,450.29       |
| 506-4005-44607 | FIELD SUPPLIES-WASTE...     | 265.58         |
| 506-4005-47425 | OTHER MAINTENANCE-...       | 9,209.97       |

**Account Summary**

| Account Number | Account Name            | Payment Amount    |
|----------------|-------------------------|-------------------|
| 506-4005-48598 | PROFESSIONAL SERVICES   | 1,136.88          |
| 506-4005-48798 | VILLAGE OF WILLIAMSB... | 3,261.81          |
| 508-4303-41226 | RETIREE INSURANCE       | 210.31            |
| 508-4303-43465 | RENT OF EQUIPMENT       | 2,220.76          |
| 508-4303-43775 | TELEPHONE               | 72.36             |
| 508-4303-44607 | FIELD SUPPLIES          | 1,469.69          |
| 508-4303-47420 | MAINTENANCE VEHICLE...  | 145.00            |
| 509-4403-43465 | RENT OF EQUIPMENT       | 80.94             |
| 509-4403-43775 | TELEPHONE               | 575.17            |
| 509-4403-48598 | PROFESSIONAL SERVICES   | 20,002.14         |
| 600-7003-41226 | RETIREE INSURANCE       | 387.76            |
| 600-7003-43316 | FUEL                    | 194.16            |
| 600-7003-43465 | RENT OF EQUIPMENT       | 399.76            |
| 600-7003-43775 | TELEPHONE               | 189.88            |
| 600-7003-44607 | FIELD SUPPLIES          | 556.48            |
| 600-7003-44626 | VEHICLE TIRES           | 1,280.00          |
| 600-7003-47420 | MAINTENANCE-VEHICLE...  | 6,814.40          |
| 600-7003-48599 | OTHER CONTRACTUAL S...  | 194.52            |
|                | <b>Grand Total:</b>     | <b>962,228.77</b> |

**Project Account Summary**

| Project Account Key | Payment Amount    |
|---------------------|-------------------|
| **None**            | 962,228.77        |
| <b>Grand Total:</b> | <b>962,228.77</b> |





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: G.1

**SUBJECT:** Resolution No. 09 25/26 for fees and regulations for the use of city canopy tents.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** August 7, 2025

**SUBMITTED BY:** City Clerk Torres

**WHO WILL PRESENT THE ITEM:** City Manager Whitehead

**Summary/Background:**

The city has 6 canopy tents that were purchased by the Fiesta Board with Lodgers Tax funds, and the city is making them available for use to governmental entities. They may also be used by organizations if the rental is approved by the Lodgers Tax Advisory Board. There will be no charge to use the tents, however a fee will be applied if the tents are lost, stolen or damaged.

**Recommendation:**

Approval of Resolution No. 09 25-26

**Attachments:**

- Resolution No. 09 25/26

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

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

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agenda 8-13-25

## **RESOLUTION NO. 09 25/26**

### **A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION FOR USE, FEES, AND REGULATIONS FOR USE OF CANOPY TENTS.**

**WHEREAS**, the City of Truth or Consequences Fiesta group was allotted Lodgers Tax funds to purchase commercial tents with the intent that the city would make them available for future use and;

**WHEREAS**, the City of Truth or Consequences would like to make the canopy tents available for use by governmental entities. Additionally, organizations may be granted use if the rental is approved by the Lodgers Tax Advisory Board and;

**WHEREAS**, the City of Truth or Consequences finds it necessary to develop a resolution for the use of the city canopy tents and any applicable fees that may apply:

The following are the fees and regulations that shall apply for the use of the city canopy tents:

The city has 3-20x36 ft. tents, 2-20x20 ft. tents, and 1-20X30 ft. oval tent available for rental.

Set up and tear down may be done by the renter with the supervision of city personnel.

#### **Tent Rental:**

No fees will be applied for the rental of the city canopy tents. However, all organizations and governments entities will be charged a \$1,200 replacement fee for each tent should the tent be lost, stolen or damaged under their care.

Note: The City Manager or his/her designee may impose other use or regulations as he/she may deem necessary as long as those regulations do not subvert the intent of this policy.

**NOW THEREFORE, BE IT RESOLVED** by the City of Truth or Consequences Governing Body, that the fees, and regulations described herein are hereby enacted.

**PASSED, AND APPROVED** this 13th day of August 2025 **BY THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO.**

By: \_\_\_\_\_  
Rolf Hechler, Mayor

ATTEST:

\_\_\_\_\_  
Angela A. Torres, City Clerk-Treasurer



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

**MEETING DATE:** August 13, 2025

*Agenda Item #: G.2*

**SUBJECT:** Discussion/Action: Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.

**DEPARTMENT:** Police Department

**DATE SUBMITTED:** August 7, 2025

**SUBMITTED BY:** Tyler Knull

**WHO WILL PRESENT THE ITEM:** Tyler Knull

***Summary/Background:***

Staff is requesting publication of the revised Ordinance that will update Animal Control and Animal Shelter Ordinances to meet the needs of current operations at the Animal Shelter and for Animal Control Enforcement. Staff will present their recommended changes and request approval of publication. If the ordinance is approved for publication, staff will conduct workshops to include public input and then a public hearing and final adoption will be held on October 8, 2025.

***Recommendation:***

Approval of publication of Ordinance No. 771

***Attachments:***

- Proposed Ordinance No. 771

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

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

***Approved For Submittal By:*** ☒ Department Director

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

***Final Approval:*** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agenda 8-13-25



## CHAPTER 3 ANIMALS<sup>1</sup>

### ARTICLE I. IN GENERAL PROVISIONS

#### SEC. 3-1. ~~SHORT TITLE OF CHAPTER~~ AND INTENT.

This Chapter shall be known and may be cited as the Truth or Consequences Animal Control Ordinance. It is the intent of the City Commission that enactment of this chapter will protect animals from neglect and abuse, protect residents from annoyance and injury, ~~assist in providing housing for animals in a control center~~ **promote the health, safety, and welfare of the residents and animals, assist in providing control of animals, finance the functions of the licensing and recovery of such animals said animals, and assist in providing housing for animals in an Animal Shelter.**

(Ord. No. 725, 2-9-22)

**Commented [A1]:** Reference Santa Fe County Ordinance No. 1991-6 Animal Control (Sec. 1-1(A))

#### SEC. 3-2. ~~ADMINISTRATION OF CHAPTER.~~

~~The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. Powers to enforce the chapter are delegated to the Truth or Consequences Police Department and the Animal Control Officer.~~

~~(Ord. No. 725, 2-9-22)~~

#### ~~SEC. 3-3. 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:

**~~Abandonment of animals~~** means to ~~leave, desert deliberately and/or to relinquish the supervision or care of any animal unattended and with no provision of food, water or shelter for more than 24 hours regardless of age or condition on one's~~ **one's** premises or ~~to dump or leave off any animal on property other than one's~~ **one's** own without permission, ~~regardless of age or condition.~~

**Commented [A2]:** Reference Santa Fe County Ordinance No. 1991-6 Animal Control (Sec. 1-2(A)). Changed to close enforcement gaps.

***Adoption*** means to take by choice and assume responsibility for proper care in accordance with this Chapter.

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\*Editor's note(s) — Ord. No. 725, adopted Feb. 9, 2022, repealed the former ch. 3, §§ 3-1—3-8, 3-8.1—3-8.3, 3-9, 3-11, 3-26—3-34, 3-51—3-53, 3-71—3-73, 3-91—3-97, and enacted a new ch. 3 as set out herein. The former ch. 3 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

State law reference(s) — Municipal authority to regulate animals, NMSA 1978, § 3-18-3.

**Adequate food** means ~~access to and the provision of~~ **uncontaminated, edible, nutritious food that**, ~~which is appropriate to the species and of sufficient~~ **adequate** quantity and nutritive value ~~as to maintain each animal in good health, to include:~~

(1) ~~Easily accessible to each animal.~~

(2) ~~Prepared so as to permit ease of consumption for the age, species, the normal weight and condition, size and type of each animal.~~

(3) ~~Provided in a clean and sanitary manner.~~

(4) ~~Placed so as to minimize contamination by excrement and pests~~ **healthy animal.**

**Adequate living area** means adequate space, shade, and shelter suitable to the age, size, species and breed of animal.

**Adequate shade** means provision of and access to either man made or natural shade suitable for species, age, condition, size and type of each animal.

**Adequate shelter** means ~~provision of and access to shelter that is suitable for species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry.~~

**Adequate shelter** means A structurally sound, adequately ventilated, weatherproof structure that is comprised of non-toxic materials and interior floors that minimize injury and discomfort to the Animal. The structure must be clean and of a suitable size as to limit overcrowding by properly accommodating the specific Animal. The structure must protect the Animal from extreme conditions. The Animal must be able to lie down fully with limbs and tail outstretched and rise to its feet, in a natural manner, consistent with the Animal's species. An Adequate Shelter must be within a Secure Fence.

**Adequate space to prevent overcrowding** or **Adequate Space** means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down ~~with tail and limbs outstretched.~~

**Adequate water** means constant access to a supply of unfrozen, potable water, ~~provided in a sanitary manner suitable for species; in sufficient amounts~~ **amount as** to maintain good health.

**Animal** means any vertebrate member of the animal kingdom, ~~excluding the human species, including but not limited to wild animals, domesticated animals, and livestock.~~

**Alter or Alteration** means to render an animal permanently sterile and incapable of reproduction.

**Animal** means any living nonhuman mammal, bird, reptile, or amphibian including bats, Companion Animals, Companion Birds, Domestic Animals, Exotic or Wild Animals, Livestock,

**Commented [A3]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to help reduce misinterpretations and close enforcement gaps.

**Commented [A4]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to help reduce misinterpretations and close enforcement gaps.

**Commented [A5]:** Reference Santa Fe County Ordinance No. 1991-6 Animal Control (Sec. 1-2(B))

pigeons, porcupines, Poultry, prairie dogs, rabbits and skunks. For the purpose of this article, insects and arachnids are not included in the definition of animal.

**Commented [A6]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to help reduce misinterpretations.

**Animal Shelter** or *shelter* means any pound, lot, premises, and/or building maintained by the City for the care and custody of animals. This shall include any private shelter contracted or recognized by the City for the purpose of maintaining care and custody of animals.

**Animal Shelter Staff** means a person or group of people employed by the City to work at the Animal Shelter and charged with maintaining care and custody of animals.

**Commented [A7]:** Created in order to future proof and ensure proper distinction between Animal Control Officer and Animal Shelter Staff.

**Animal Control Officer** or **A.C.O** means any person designated by the Chief of Police Chief for City Manager to enforce animal control laws, orders, ordinances and regulations.

**Commented [A8]:** Re-worded in order to future proof and close enforcement gaps.

**Animal fighting paraphernalia** means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. (1) —Instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instruments.
2. (2) —Items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives.

**Auction** means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

**Bait animal** means any animal used to train and/or condition other animals to fight and are exposed to attack by other animals used or trained to be used in fighting or to make the attacking animal more confident and aggressive.

**Basic Grooming** means examination, attention and acts reasonably necessary to maintain the eyes, ears, beaks, hooves, feet, coat and skin of an Animal in healthy condition. Basic Grooming also obligates an Owner to provide any and all materials an Animal requires for self-grooming. Basic Grooming does not include acts to maintain appearance only.

**Commented [A9]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to help reduce misinterpretations and close enforcement gaps.

**Basic Medical Care** means reasonable medical care required by the species, including periodic examinations by a veterinarian, prompt Veterinary care when required, age and species appropriate Vaccinations, Basic Grooming and internal and external Parasite Control where appropriate.

**Commented [A10]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to help reduce misinterpretations and close enforcement gaps.

**Bite** means any puncture, tear, scratch or wound of the skin inflicted by the teeth of an animal.

**Breeder** means any person involved in the controlled breeding of animals. Breeders are subject to City of Truth or Consequences Kennel Permit requirements.



**Business Days or Working Days** means any day in which normal business operations are conducted. Typically, Monday through Friday and not including Public Holidays.

**Commented [A11]:** Created to prevent misinterpretation of time periods set in specific sections.

**Cage** means a structure for confining birds or animals, enclosed on at least one side by a grating of wires or bars that lets in air and light.

**Commented [A12]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to help reduce misinterpretations.

**Calander Days** means every day on the calendar including weekends and holidays.

**Commented [A13]:** Created to prevent misinterpretation of time periods set in specific sections.

**Canine hybrid** means any offspring which results from the breeding of a domestic species or breed of canine with any wild species or breed of canine, such as wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described or represented as a canine hybrid, wolf-dog, or wolf hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a canine hybrid for the purpose of this chapter. An animal shall not be classified to be a canine hybrid based strictly on its appearance.

**Care** means responsibility for or attention to health, well-being, and safety.

**Collar** means a strap made of leather or other strong material or a harness that is worn around the neck/torso of an animal to which a current rabies vaccination and city animal registration tag can be affixed.

**Companion Pet or Companion Animal** means a dog or cat that is not a Hybrid. Guard Dogs are not considered Companion Animals or Companion Pets.

**Companion Bird** means A bird commonly kept as a pet by humans and confined on the property of the Owner, including parakeets, canaries, lovebirds, finches, parrots, macaws, cockatoos, cockatiels, toucans and lories, but excluding:

1. All of the family Anatidae (waterfowl);
2. All of the family Tetraonidae (grouse and ptarmigans);
3. All of the family Phasianidae (quail, partridges and pheasants);
4. All of the family Meleagrididae (wild turkeys) except for the domestic strains of turkeys;
5. All of the family Phasianidae (francolins);
6. All of the family Gruidae (cranes);
7. All of the family Rallidae (rails, coots and gallinules);
8. All of the family Charadriidae (plovers, turnstones and surfbirds);
9. All of the family Scolopacidae (shorebirds, snipe, sandpipers and curlews);
10. All of the family Recurvirostridae (avocets and stilts);
11. All of the family Scolopacidae (phalaropes);
12. All of the family Columbidae (wild pigeons and doves) except for the domestic strains of pigeons; and
13. Ducks, geese, chickens and other poultry.

**Commented [A14]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to help reduce misinterpretations and close enforcement gaps. Defines when an animal is considered a pet versus livestock.

**Confined or confinement** means restriction of an animal at all times by an owner or keeper in an escape proof building or other enclosure away from other animals and the public.

**Continually** means a duration that continues over a long period of time but with intervals and interruptions.

**Crate** means a device or structure designed for the temporary confinement of an Animal.

**Custody** or **Custodian** means the possession, control over and responsibility for an Animal by a Person who may or may not be the Owner but who may represent the Owner of an Animal.

**Dangerous dog** means a dog that caused a serious injury to a person or domestic animal.

**Domestic Animal** means any animal whose psychology has been determined or manipulated through selective breeding and which does not occur naturally in the wild and includes ferrets, gerbils, guinea pigs, hamsters, horses, mice, rabbits, donkeys, rats and kangaroo rats. All Companion Animals are Domestic Animals but all Domestic Animals are not Companion Animals.

**Domestic Livestock** or **livestock** as defined by the State Livestock Code and shall include, but not be limited to, bison, buffalo, cattle, horses, donkeys, mules, chickens, ducks, poultry, llamas, ostriches, emus, rheas, camelids (camels), farmed Cervidae, swine, sheep or goats.

**Electronic leash, electronic collar** or **e-collar** means a device that uses a remote to send signals that deliver electric stimulation, vibrations, beeps to control, confine or correct an animal. Is not considered a form of immediate control and shall not be used in place of a leash.

**Emergency measures** means any action taken by animal control or its designated agents to preserve the health and life of an animal or human being, including but not limited to entering vehicles or premises, with probable cause and/or exigent circumstance, and impounding an animal to prevent present or imminent suffering to the animal, a human being, or another animal.

**Emergency Medical Care** means the care required in response to a traumatic injury or rapidly evolving health crisis concerning an Animal.

**Enclosed lot** means any parcel of land or portion thereof in private ownership around the perimeter of which a wall or fence has been erected of such a height and surety so as to retain the species of animal within the bounds for which the fence was erected.

**Enclosure** means an area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within and prevent the entry of any other animal(s).

**Establishment** means a place of business together with its grounds and equipment.

**Estray** or **stray** means any animal Companion Animal, Companion Pet, found running at large or unattended beyond the boundaries of the premises of the owner.

**Exotic animal** or **wild animal** means those species of animals that are considered exotic to humans. Exotic animals include any and all of the following orders and families, whether bred in the wild or in captivity, and any and all hybrids. The animals listed in the parentheses are

**Commented [A15]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to help reduce misinterpretations.

**Commented [A16]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to help reduce misinterpretations of owner versus temporary custodian.

**Commented [A17]:** Added to clarify changes made in certain sections.

**Commented [A18]:** Defines livestock to reduce misinterpretations on livestock versus companion animals.

**Commented [A19]:** Added to reduce enforcement gaps and clarify this form of restraint.

**Commented [A20]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added clarify the term.

intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified:

1. Class Mammalia
  - a. Order Artiodactyla (hippopotamuses, giraffes, camels, deer, not cattle or swine or sheep or goats)
  - b. Order Carnivora
    - i. Family Felidae (lions, tigers, cougars, leopards, ocelots, servals, not domestic cats)
    - ii. Family Canidae (wolves, coyotes, foxes, jackals, not domestic dogs)
    - iii. Family Ursidae (all bears)
    - iv. Family Mustelidae (weasels, skunks, martens, minks, not ferrets)
    - v. Family Procyonidae (raccoons, coatis)
    - vi. Family Hyaenidae (hyenas)
    - vii. Family Viverridae (civets, genets, mongooses)
  - c. Order Edentatia (anteaters, armadillos, sloths)
  - d. Order Marsupialia (opossums, kangaroos, wallabies, not sugar gliders)
  - e. Order Perissodactyla (rhinoceroses, tapirs, not horses or donkeys or mules)
  - f. Order Primates (lemurs, monkeys, chimpanzees, gorillas)
  - g. Order Proboscidae (elephants)
  - h. Order Rodentia (squirrels, beavers, porcupines, not guinea pigs, or rats, or mice, or gerbils, or hamsters)
2. Class Reptilia
  - a. Order Squamata
    - i. Family Varanidae (only water monitors and crocodile monitors)
    - ii. Family Iguanidae (only green iguanas and rock iguanas)
    - iii. Family Boidae (all species whose adult length has the potential to exceed eight feet in length)
    - iv. Family Colubridae (only boomslangs and African twig snakes)
    - v. Family Elapidae (coral snakes, cobras, mambas) - All species
    - vi. Family Natricidae (only keelback snakes)
    - vii. Family Viperidae (copperheads, cottonmouths, rattlesnakes) - All species
  - b. Order Crocodilia (crocodiles, alligators, caimans, gavials) - All species
  - c. Order Cetacea (whales, dolphins, porpoises)
  - d. Order Pinnipedia (seals, sea lions, walruses)

**Exotic or Wild Animal Permit** means the Permit allowing a Person to own a Permissible Exotic or Wild Animal within the Truth or Consequences City Limits.

**Feline hybrid** means any offspring which results from the breeding of a domestic species or breed of feline with any wild species or breed of feline, such as an African Serval cat. Any animal which at any time has been or is advertised, or otherwise described or represented as a feline hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official

**Commented [A21]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to help reduce misinterpretations.

**Commented [A22]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added clarify the term.



of the Department of Health shall be considered a feline hybrid for the purpose of this chapter. An animal shall not be classified to be a feline hybrid based strictly on its appearance.

**Feral animal** means an individual animal of a domesticated species that is not behaviorally compatible with humans, and is therefore not suitable to serve as a pet, companion animal, or work animal. Any feral animal that by physical aspect and behavior are deemed to be un-owned and have been trapped for the purpose of improving public health and limiting reproduction.

**Finder** means any person who discovers and temporarily takes possession of a Companion Animal that has been separated from its Owner.

**Foster** means to take temporary Custody of any Animal on behalf of or at the request of the Truth or Consequences Animal Shelter to administer veterinary care, groom, train, provide special feeding, care for or otherwise provide for the Animal.

**Guard Dog** means a dog that is used to protect a Guard Dog Site. Guard dogs are not considered Companion Animals or Companion Pets.

**Guard Dog Site** means an establishment that utilizes a Guard Dog.

**Guard Dog Site Permit** or **GDSP** means the permit required for a Guard Dog Site.

**Grooming parlor** means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetological services for profit.

**Handler** means a person who is responsible for controlling the actions of a guard dog.

**Harness** with respect to a dog, means a properly fitting apparatus that is not abrasive and that restrains the dog by the body and shoulders without the involvement of the neck. With respect to a cat means, a properly fitting apparatus that is not abrasive featuring adjustable collar buckles around the neck that are joined to an adjustable girth.

**Healthy** means that an Animal is free from disease and not suffering from any objectively observable illness.

**Heat, estrus** or **season** means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

**Hobble** or **hobbling** means to tie or strap the legs of an animal together to prevent it from straying.

~~**Immediate control** means direct physical control over an animal by the owner/responsible party by use of:~~

- ~~(1) A secure collar or harness and leash for a dog; or~~
- ~~(2) A secure leash in conjunction with a properly fitting harness for a cat or ferret; or~~
- ~~(3) A secure and appropriate portable animal crate or cage for any animal.~~

**Commented [A23]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to clarify the term.

**Commented [A24]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to clarify the term.

**Commented [A25]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to clarify the term.

**Commented [A26]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to clarify the term.

**Commented [A27]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to clarify the term.

**Commented [A28]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to close enforcement gaps and reduce misinterpretations.

**Commented [A29]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to close enforcement gaps and reduce misinterpretations.

**Commented [A30]:** Added to clarify the term.

**Household** means one or more persons occupying the premises and living as a single housekeeping unit as distinguished from a group occupying a boarding house, lodging house or hotel.

**Humane live trap or live humane trap** means any device designed to catch and restrict an Animal without causing any harm to the Animal.

**Commented [A31]:** Added to clarify the term.

**Illness** means a malady, injury, impairment, or physical/mental condition that requires veterinary care.

**Commented [A32]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to increase clarity of certain sections.

**Immediate control** means direct physical control over an animal by the owner/responsible party by use of:

1. A secure collar or harness and leash no longer than eight (8) feet long for a dog; or
2. A secure leash no longer than eight (8) feet long in conjunction with a properly fitting harness for a cat or ferret; or
3. A secure and appropriate portable animal crate or cage for any animal.

Immediate control does not include:

1. Voice or oral commands/control.
2. Electronic leashes, electronic collars, electronic training collars or other similar devices.

**Commented [A33]:** Additions made to reduce enforcement gaps and clarify the intent of immediate control.

**Impound** means the act by an Animal Control Officer or Law Enforcement Officer of taking up and confining an animal within a shelter or facility used by the City for the confinement of said animal.

**Commented [A34]:** Added to clarify the term.

**Incarceration, Imprisonment or Incarceration Hold** means the restraint or detention of an individual at a jail, prison, corrections facility or other similar facility by Law Enforcement.

**Commented [A35]:** Added to clarify changes made in certain sections regarding safekeeps. Current animal shelter practice.

**Injured** means the condition of an Animal being harmed, disabled or impaired in a physical sense which is determined by the reasonable objective observation of wounds, injured limbs, broken bones, or disfiguring lacerations.

**Commented [A36]:** Added to clarify the term and close enforcement gaps.

**Intact Animal** means an animal that has not been spayed, neutered or altered.

**Commented [A37]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to clarify changes made in certain sections.

**Invisible Fence, Hidden Fence, Radio Fence or Electric Fence** means an electronic pet containment system that uses a wire, typically a buried wire, and a collar to keep pets within a designated boundary by delivering a beep, vibration, electric shock or other warning when an animal gets too close to the boundary. An invisible fence is not considered a secure fence.

**Commented [A38]:** Created to prevent misinterpretations and clarify changes made to certain sections regarding restraint of animals.

**Kennel area** means a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure and lie down with limbs and tail outstretched.

**Commercial Kennel**, ~~commercial~~ means any premises on which a total of five or more dogs or cats, in any combination thereof, four months of age or older, are kept; and/or where the business of buying, selling, breeding, training or boarding of dogs and/or cats is conducted.

**Law Enforcement Officer** means a government employee appointed to enforce the law, such as a police officer or sheriff.

**Commented [A39]:** Added to clarify the term.

**Leash** means a physical chain, strap, rope, cord or line of sufficient strength and material for leading, controlling and restraining an animal. Does not include electronic collars, electronic leashes or electronic training collars. A leash shall not be longer than eight (8) feet long.

**Commented [A40]:** Created to prevent misinterpretations and clarify changes made to certain sections regarding restraint of animals.

**License** means a City of Truth or Consequences Animal License.

**License Tag** means the tag supplied by the City of Truth or Consequences that contains the number of a City of Truth or Consequences Animal License.

**Commented [A41]:** Added to clarify the term.

**Licensed veterinarian or veterinarian** means a person with a Doctor of Veterinary Medicine degree, licensed to practice in the State of New Mexico.

**Livestock** means horses, cattle, pigs, sheep, goats, fowl, or any other domestic animals typically used in the production of food, fiber, or other products or activities defined by the city manager as agricultural.

**Medical Hold** means a temporary voluntary or involuntary hold on an individual for treatment or evaluation by medical professionals at a hospital or other similar facility due to injury, illness, incapacitation or other medical condition.

**Commented [A42]:** Added to clarify changes made in certain sections regarding safekeeps. Current animal shelter practice.

**Microchip** means a passive transponder which can be implanted in an animal by injection and which is a component of a radio frequency identification (RFID) system. Such system must be compatible with a scanner used by an Animal Control Officer or Animal Shelter Staff.

**Commented [A43]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to clarify changes made in certain sections.

**Neglect** means the failure of an Owner/~~responsible party~~ to provide care for an Animal in the Owner's Custody which failure causes an Animal to suffer physical or emotional harm.

**Neuter** means to render a male animal permanently sterile and incapable of reproduction.

**Owner** means a person who is at least 18 years of age ~~or older or the parent or guardian of a person under 18 years of age who~~, for fourteen (14) or more consecutive days, owns, harbors, keeps, knowingly causes or knowingly allows an animal to be harbored or kept, has ~~one~~ an animal in his/her care, has assumed ownership responsibility, or ~~permits an~~ has allowed a stray animal to remain on ~~or about the premises~~ property owned, leased or controlled by him/her. This does not include any person acting on behalf of the City Animal Shelter to temporarily house or Foster animals.

**Permissible Exotic or Wild Animal** means an Exotic or Wild Animal that does not violate federal or New Mexico State law.

**Commented [A44]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to clarify the term.



**Permit** means a document evidencing approval by the City Manager, the City Commission, the Mayor, or a designee of the City Manager or Mayor to conduct a certain activity or possess a certain animal.

**Permit Holder** means a qualified person to whom a valid permit has been provided.

**Permitted Premises** means the establishment, residence, real property or other site for which a permit has been issued.

**Person** means an individual, firm, partnership, corporation, company, society, association, legal entity, and every agent or employee thereof.

**Pet** means any domesticated animal kept as a companion animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet even if kept as a companion animal and not used for farming or human consumption.

**Pet shop or dealer** means any commercial establishment or person, including wholesalers engaged in the business of buying and selling or holding pet animals for sale. This term shall not include livestock auctions.

**Police Officer** means a sworn member of the Truth or Consequences Police Department, the Sierra County Sheriff's Office or the New Mexico State Police.

**Possession** means the custody of an animal.

**Potable water** means water that can be consumed without concern for adverse health effects and is safe for drinking.

**Potentially dangerous dog** means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person or domestic animal that is less severe than a serious injury;  
or
2. Chasing or menacing a person or domestic animal in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

**Premises** means a parcel of land ~~and/or the~~ owned, leased, rented, or controlled by any person, legal or natural. Such parcel of land may include a ~~structure(s) thereon~~, and includes such items as kennels, houses, mobile homes, apartments, condominiums, and townhouses which are located on a parcel of land.

**Proper enclosure** means secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, tethering, restraining or other affixing the animal to a stationary object.

**Commented [A45]:** Added to clarify terms used in certain sections regarding permitting processes and permitted places and persons.

**Commented [A46]:** Added to clarify the term.

**Commented [A47]:** Added to clarify the term.

**Commented [A48]:** Added to clarify changes made in certain sections.

**Commented [A49]:** Added to clarify proper enclosure procedures.

**Proof of Ownership** means any documentation or evidence which proved to the satisfaction of the City Manager's designee that a Person is the Owner of an Animal, including a Microchip identification, Veterinarian invoice, official registration, or photographs of the Animal.

**Provoked** means the response of an Animal that a reasonable Person believes the Animal has taken to defend itself, its Owner or family member, or another Person within its immediate vicinity from assault, actual or perceived, or to defend real property belonging to its Owner or family member.

**Public nuisance** means where an animal owner fails to prevent its animal from urinating, defecating, disturbing the peace, emitting noxious odors or otherwise endangering or offending the well-being of the inhabitants of the City while:

1. (1) — Trespassing on school grounds, public or private property;
2. (2) — Being found running at large;
3. (3) — Damaging private or public property; or
4. (4) — Barking, whining, or howling in an excessive or continual fashion.

**Public way** means an alley, avenue, boulevard, bridge, channel, ditch easement, express freeway, highway, land, parkway, right-of-way, road, sidewalk, street subway, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

**Qualified service animal** means:

1. Any qualified service dog or qualified service miniature horse that has been or is being trained to provide assistance to an individual with a disability;
2. An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended;
3. A qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal as defined in NMSA 1978, Section 28-11-2(B) (2013).

**Quarantine** means the segregation, detention and isolation of an animal for any time as required by state law in order to observe the animal suspected of contagion and control the spread of said contagion.

**Reclaim, Redeem or Redemption** means an Owner's recovery of an Animal that has been Impounded at the Truth or Consequences Animal Shelter.

**Responsible party for the animal or Responsible Party** means the owner of the animal, or an adult person placed in charge of the animal in the absence of incapacitation of the owner.

~~**Restraint** means any of the following:~~

**Commented [A50]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to protect animal owners from issues related to animal custody and close enforcement gaps.

**Commented [A51]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to protect animals from being declared dangerous, potentially dangerous or vicious when reasonably defending itself or its owner.

**Commented [A52]:** Added to clarify the term based on Animal Shelter policies, procedures and practices.

(1) ~~To be under the immediate control of a capable and competent person on a leash or lead;~~  
~~or~~

(2) ~~To be secured by a trolley system confining the animal within the owner's premises; or~~

(3) ~~To be secured within an escape proof enclosure within the owner's premises.~~

**Running**~~Run at large~~ or **to run**~~running at large~~ means ~~an animal that is~~ **to be** free of physical restraint/control beyond the boundaries of ~~an enclosed lot or the premises or vehicle~~ of the owner/  
or responsible party.

**Safekeep** or **safekeeping** means the temporary housing and care of an animal by the animal shelter in an event where the owner or responsible party is incapacitated or otherwise unable to provide care for the animal.

**Secure Enclosure** means a cage, crate or box, that may be portable, of sufficient strength to contain an Animal within and is not able to be invaded.

**Secure Facility** means a house or building in which an Animal is being restricted that will prevent the Animal, including a Guard Dog, from being able to escape.

**Secure Fence** means a visible protective or confining barrier of sufficient strength and height that prevents any Animal, including Guard Dogs, from escaping the property on which the Animal is being restricted. The Secure Fence shall also reasonably protect the Animal within the fence from other Animals or people coming into contact with the restrained Animal. This includes a dog run type structure.

**Serious injury** means A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

**Seize** means to take custody of an Animal with or without notice to the Owner or the consent of the owner. Exigent Circumstances must exist if an animal is taken into Custody without notice to the Owner or the consent of the Owner.

**Songbird** or **songbirds** means a bird that utters a succession of musical tones and shall include but are not limited to:

1. All of the family Estrildidae (old world finches).
2. All of the family Fringillidae (new world finches).
3. All of the family Icteridae (Blackbirds).
4. All of the family Sittidae (Nuthatches).
5. All of the family Troglodytidae (Wrens).
6. All of the family Muscicapidae (old world flycatchers).
7. All of the family Sturnidae (Starlings).
8. All of the family Paridae (Titmice and nuthatches.)
9. All of the family Phylloscopidae (Leaf warblers.)

**Commented [A53]:** Added to clarify the term based on Animal Shelter policies, procedures and practices.

**Commented [A54]:** Added to clarify the term.

**Commented [A55]:** Added to clarify the term.

**Commented [A56]:** Added to clarify the term.

**Commented [A57]:** Added to clarify the term.

**Commented [A58]:** Added to clarify the term.



10. All of the family Corvidae (Crows and jays.)
11. All of the family Paradisaeidae (Birds of Paradise.)
12. All of the family Pipridae (Manakins.)
13. All of the family Tyrannidae (Tyrant flycatchers.)

**Spay** means to render a female animal permanently sterile and incapable of reproduction.

**Surrender** or **Owner Surrender** means the relinquishment of Ownership of an Animal to the Truth or Consequences Animal Shelter by the Owner of the Animal.

**Tether** means to restrain an animal by means of a runner cable or similar device attached to a running line, pulley or trolley system.

**Tormenting of animals** means the act of bothering, annoying, distracting or agitating an animal.

**Trolley** or **Trolley System** means a cable strung between two fixed and stable points, to which a dog on a short lead is attached, allowing for freedom of movement.

**Un-weaned** means of an infant or other young mammal not accustomed to food other than its mother's milk.

~~**Tether** means to restrain an animal by means of a runner cable or similar device attached to a running line, pulley or trolley system.~~

~~**Tormenting of animals** means the act of bothering, annoying, distracting or agitating an animal.~~

~~**Un-weaned** means of an infant or other young mammal not accustomed to food other than its mother's milk.~~

**Vaccination** or **Vaccinate** means the inoculation of an animal with a vaccine administered by a veterinarian for the purpose of immunizing the animal against rabies as required by the State of New Mexico Rabies Control Act of 1959. The amount given should be sufficient to provide immunity from rabies for a minimum of one year. ~~The amount given should be sufficient to provide immunity from rabies for a minimum of one year.~~ This also includes the inoculation of an Animal against distemper, parvo, para influenza, corona virus or Bordetella and other vaccinations deemed necessary from time to time by the City Manager or City Manager's designee.

**Vermin** means wild rodents and various insects including flies, mosquitoes, ants and wasps.

**Veterinary hospital** or **veterinary clinic** means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

**Vicious animal** means any animal which bites or in any other manner attacks or attempts to attack any kills or severely injures (so as to result in muscle tears or disfiguring lacerations, require multiple sutures, or corrective or cosmetic surgery, permeant disfigurement) a person or domesticated animal, but it does not include an animal which bites, attacks or injures a person or

**Commented [A59]:** Added to clarify the term.

**Commented [A60]:** Added to clarify the term based on Animal Shelter policies, procedures and practices.

**Commented [A61]:** Added to ensure animals are vaccinated from all contagious and/or dangerous diseases or viruses.

**Commented [A62]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to clarify the term.

animal within the City, except that any animal that bites, attacks, or attempts to attack any person which is unlawfully upon its owner's or keeper's premises~~premise~~, or which is provoked to attack, shall not be deemed a vicious animal. Vicious animal includes an animal that inflicts a bite after it has been deemed a Dangerous Animal, regardless of severity of such bite.

~~(Ord. No. 725, 2-9-22)~~

*Wolf hybrid* means the offspring of a domesticated dog that has been bred with a wolf.

ARTICLE II. ADMINISTRATION OF CHAPTER~~Cross reference(s) — Definitions and rules of construction generally, § 1-2.~~

### **SEC. 3-3. ANIMAL CONTROL OFFCERS**

The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. Powers to enforce the chapter are delegated to the Chief of Police and may be delegated by the Chief of Police to the appointed Animal Control Officers, Code Enforcement Officer or Police Officers as he may deem expedient.

~~(Ord. No. 725, 2-9-22)~~

### **SEC. 3-4. AUTHORITY OF ANIMAL CONTROL OFFICERS.**

- (a) Animal Control Officers and Truth or Consequences Police Officers shall have the authority to issue citations for violations of this Chapter within the corporate limits of the city or in other areas of jurisdiction as specified in agreements with other entities.
- (b) Truth or Consequences Police Officers and those designated or assigned to the enforcement of ordinances regulating or controlling animals and fowl by the Chief of Police, shall have the authority to investigate upon probable cause any alleged violation of this Chapter.
- (c) Animal Control Officers and Truth or Consequences Police Officers shall have the authority to take up and impound any animal or fowl authorized to be impounded by this Chapter or by other ordinances within the specified agreements with other entities.

### **SEC. 3-5. ESTABLISHMENT OF ANIMAL SHELTER.**

There is hereby established an Animal Shelter which shall be located at a location designed by the Commission.

~~(Ord. No. 725, 2-9-22)~~

**Commented [A63]:** Additions made in order to allow the Chief or Police or City Manager to designate Animal Control Officers to certain employees as needed.

### SEC. 3-6, ANIMAL SHELTER, HOURS OF BUSINESS.

The Animal Shelter of the City of Truth or Consequences shall be kept open to the general public for the transaction of business during the hours set by the City Manager.

(Ord. No. 725, 2-9-22)

### SEC. 3-7, SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER.

- (a) Under unforeseen circumstances, a Police Officer, Animal Control Officer, or animal owner may require an animal to be placed in the care and custody of the Animal Shelter to ensure that the animal is properly cared for. In these situations, the safekeep of the animal at the expense of the owner shall only occur for a period of:
  - a. Not more than ten (10) calendar days for a person on a Medical Hold. After ten (10) calendar days the animal may become property of the Animal Shelter. A boarding fee established by resolution will be applied after 72-hours.
  - b. Not more than five (5) calendar days for a person on an Incarceration Hold. After five (5) calendar days the animal may become property of the Animal Shelter. A boarding fee established by resolution will be applied after 72-hours.
- (b) The owner shall be responsible for contacting a designated person or organization to pick up the animal from the Animal Shelter and the owner shall provide written authorization to the Animal Shelter as to the responsible person or organization taking custody of the animal.
- (c) After the safekeep period has expired, the animal is no longer classified as a safekeep and the animal shall be considered abandoned and become property of the City unless the owner or designated party notifies the City in writing of a date and time the animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No animal shall be released from the Animal Shelter until all fees are paid in full. Owners who knowingly abandon or fail to arrange for pickup of their animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.

(Ord. No. 725, 2-9-22)

**Commented [A64]:** Changes made to fit Animal Shelter policies, procedures and practices.

### SEC. 3-8, SEIZURE OF ANIMALS NOTICE.

- (a) An Animal Control Officer, or designee who reasonably believes that the life or health of an animal to include livestock is endangered due to cruel treatment may apply to a court of proper jurisdiction in the county where the animal is located for a warrant to seize the animal.
- (b) If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within ten business days unless good cause is demonstrated by the city for a later time and such extension is approved by a judge with proper jurisdiction to enforce this Chapter.



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- (c) Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
  - (d) If the owner of the animal cannot be determined or cannot be located, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.
  - (e) At the option and expense of the owner, the seized animal may be examined by a veterinarian of the owner's choice if approved by a judge with proper jurisdiction to enforce this Chapter.
  - (f) If the animal is a type of livestock, seizure shall be pursuant to Chapter 77, Article 18 NMSA 1978.

(Ord. No. 725, 2-9-22)

State law reference(s)—NMSA 1978, § 30-18-1.1 (1996 through 1st Sess 50th Legis)

### **SEC. 3-9. DISPOSITION OF SEIZED ANIMALS.**

- (a) If the court finds that a seized animal is not being cruelly treated and that the animal's owner is able to provide for the animal adequately, the court shall order the return of the animal to its owner.
- (b) If the court finds that a seized animal is being cruelly treated or that the animal's owner is unable to provide for the animal adequately, the court shall order the animal be relinquished to the Animal Shelter or other facility.
- (c) An animal control agency operated by the municipality, or an Animal Shelter or other animal welfare organization designated by an animal control agency or an Animal Shelter, in the custody of which an animal that has been cruelly treated has been placed may petition the court to request that the animal's owner may be ordered to post security with the court to indemnify the costs incurred to care and provide for the seized animal pending the disposition of any criminal charges of committing cruelty to animals pending against the animal's owner.
- (d) The court shall determine the amount of security while taking into consideration all of the circumstances of the case including the owner's ability to pay and may conduct periodic reviews of its order. If the posting of security is ordered, the animal control agency, Animal Shelter or animal welfare organization may, with permission of the court, draw from the security to indemnify the costs incurred to care and provide for the seized animal pending disposition of the criminal charges.
- (e) If the owner of the animal does not post security within 15 days after the issuance of the order, or if, after reasonable and diligent attempts the owner cannot be located, the animal may be deemed abandoned and relinquished to the animal control agency, Animal Shelter or animal welfare organization for adoption or humane destruction.
- (f) Nothing in this section shall prohibit an owner from voluntarily relinquishing an animal to an animal control agency or shelter in lieu of posting security. A voluntary

relinquishment shall not preclude further prosecution of any criminal charges alleging that the owner has committed cruelty to animals.

- (g) As used in this section, "livestock" means any of the large or small livestock, including, but not limited to horses, cattle, mules, donkeys, burros, swine, goats, sheep, and fowl, including, but not limited to, chickens, guinea hens, ducks, turkeys, geese, quail, or pigeons or any other domestic animals typically used in the production of food, fiber, or other products or activities defined by the city manager as agricultural.

(Ord. No. 725, 2-9-22)

**SEC. 3-10. COSTS OF SEIZED ANIMALS.**

- (a) Upon conviction, a defendant shall be liable for the reasonable cost of boarding the animal and all necessary veterinary examinations and care provided to the animal. Unexpended security funds shall be returned to the owner.
- (b) In the absence of a conviction, the seizing agency shall bear the costs of boarding the animal and all necessary veterinary examinations and care of the animal during the pendency of the proceedings, return the animal, if not previously relinquished, and all of the security posted.

(Ord. No. 725, 2-9-22)

State law reference(s)—NMSA 1978, § 30-18-1.3 (1996 through 1st Sess 50th Legis)

**SEC. 3-11. STERILIZATION AGREEMENT/DEPOSIT FOR SPAYING AND NEUTERING DOGS AND CATS.**

- (a) It is the intent of the City for all dogs and cats over the age of 4 months to be spayed/neutered. Therefore, no animal cat or dog shall be released from the Animal Shelter to an adopting person unless it has been spayed/neutered or a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.
- (b) The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by six months of age for kittens and puppies.
- (c) An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.

(Ord. No. 725, 2-9-22)

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**SEC. 3-12.- QUALIFIED SERVICE ANIMALS.**

- (a) ~~(a)~~—A person with a disability who is using a qualified service animal, as defined by the American Disability Act (ADA), shall be admitted to any building open to the public and to all other public accommodations and shall be allowed access to all common carriers; provided that the qualified service animal is under the control of an owner, a trainer or a handler of the qualified service animal. A person shall not deny an individual with a qualified service animal entry to a building open to the public or to any public accommodation or deny access to a common carrier, regardless of any policy of denying pets entry to that building, public accommodation or common carrier. A person shall not be required to pay any additional charges for the qualified service animal, but may be liable for any damage done by the qualified service animal; provided that persons without disabilities would be liable for similar damage; and
- (b) ~~(b)~~—This section does not require a public accommodation or common carrier to permit an owner, trainer or handler using a qualified service animal to have access to a public accommodation or common carrier in circumstances in which the individual's use of the qualified service animal poses a direct threat of significant harm to the health or safety of others.

Credits L. 1989, Ch. 242, § 2; L. 1999, Ch. 262, § 2; L. 1999, Ch. 288, § 2; L. 2005, Ch. 224, § 3, eff. June 17, 2005; L. 2013, Ch. 57, § 3, eff. June 14, 2013. § 28-11-3. Admittance of qualified assistance animals, State of New Mexico

(Ord. No. 725, 2-9-22)

**SECS. 3-13 – 3-28. RESERVED.**

(Ord. No. 725, 2-9-22)

**ARTICLE III. PENALTIES**

**SEC. 3-29. GENERAL PENALTY.**

Whenever in this Chapter an act is prohibited or is made or declared to be unlawful or an offense or whenever in such section of the Chapter the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the penalty for violation of any section of this Chapter shall be as follows:

1. Any person who violates any of the provisions of this Chapter shall be deemed guilty of a misdemeanor, and, upon conviction of violating the Ordinance, shall be punished by a minimum of fine \$100.00 and not exceeding \$500.00 and/or imprisonment for a period not exceeding six (6) months. A person may, in addition to any other penalty, be required to attend an animal training or care school/classes in the discretion of the Court. Fine penalties imposed pursuant to this Article shall not be suspended or deferred or taken under advisement by the court.



2. Each day any such violation or failure to perform such act as provided in this Chapter exists, it is an offense and shall continue shall constitute a separate offense, unless otherwise specifically provided.
3. Each animal cited under this chapter shall constitute a separate offense, unless otherwise specifically provided.

#### **SEC. 3-30. RESTITUTION.**

Notwithstanding any of the foregoing, in the event any animal damages property, whether public or private, or causes injury to any person or animal, and such damage or injury is found to have been an element of the violation of any provision of this Chapter, a court of proper jurisdiction may, at its discretion, require the defendant to make restitution within a reasonable time, to the victim of said damage or injury.

#### **SECS. 3-31 – 3-48. RESERVED.**

### **ARTICLE IV. CONTROL AND IMPOUNDING PROCEDURES**

#### **SEC. 3-49. IMPOUNDING ESTRAYS; PROCEDURES; FEES**

- (a) No person shall, without the knowledge or consent of the owner, hold or retain possession of any animal of which he is not the owner for more than 24 hours without first reporting the possession of such animal to an Animal Control Officer, giving his/her name and address, a true and complete statement of the circumstances under which the animal was taken, and the location where such animal is confined.
  - a. A finder of a Companion Animal who chooses to hold the Companion Animal shall immediately contact an Animal Control Officer, Animal Shelter or the Owner of the Companion Animal.
- (b) It is unlawful for any finder taking up an animal to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such animal to the Animal Control Officer or legal owner upon demand thereof.
- (c) If an estray animal is wearing a license or other identification, it shall be confined for a period of 72-hours and an attempt to locate and notify the owner shall be made.
- (d) If an estray animal is not wearing a license or other identification, the animal shall be confined for a 72-hour period at the Animal Shelter.
- (e) If a person claims and provides proof of ownership of an estray animal confined at the Animal Shelter, it shall be returned to the owner or designee of the owner after all applicable fees have been paid. Owner shall bear the cost of any expenditures while animal is confined including veterinary services. A citation may be issued to the owner of an estray animal.
- (f) The Animal Shelter may dispose of unclaimed estray animals impounded under this section according to their policies and procedures the day after the required impoundment period.

**Commented [A65]:** Reference Santa Fe County Ordinance 1991-6 Animal Control (Sec. 11-3). Reference Section 1-10 of the City of Truth or Consequences. Added to clarify penalties for violations of this Chapter (Chapter 3) in order to close enforcement gaps and allow for victims to be compensated for injuries or property damage caused by an animal.

- (g) No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale or research.
- (h) An animal which continues to be an alleged nuisance or that is deemed a threat to public safety due to aggression may be impounded by the Animal Control Officer with a warrant issued by a court of proper jurisdiction until such time as a judgment is made by a court of proper jurisdiction.
- (i) Prior to adoption or redemption, each animal will be microchipped for positive identification and listed in the national database. Costs of such services will be added to the adoption/redemption fee collected.
- (j) It shall be the responsibility of the owner to reimburse the City for animal boarding, vaccination, microchipping, emergency veterinary costs, or other expenses incurred by the City under the provisions of an animal that has been legally impounded under this Chapter. Fees established by resolution are as follows:
  - a. Impound Fee as set by resolution
    - i. The impound fee will increase by an amount set by resolution every time the animal is impounded within one (1) calendar year.
  - b. Impound Boarding Fee as set by resolution.
  - c. A Non-Sterilization Deposit fee set by resolution will be added to the impound fee and impound boarding fee for all intact animals. This fee will be refunded to owner's who provide proof of sterilization to the Animal Shelter within thirty (30) days.
  - d. A microchip fee set by resolution will be added to any animal that requires a microchip.
- (k) All impound fees, boarding fees, emergency veterinary care costs, maintenance costs, vaccination costs, microchipping costs or other costs incurred by the City during impoundment under the provisions of an animal that has been legally impounded under this Chapter shall be paid in full prior to the release of an Animal from the Animal Shelter.
- (l) Fines for violations of this article shall be in accordance with the provisions of section 3-29.

(Ord. No. 725, 2-9-22)

### **SEC. 3-50. IMPOUNDMENT.**

An Animal Control Officer may take up and impound in the Animal Shelter any stray or any animal kept or maintained contrary to this chapter, including any animal that is allegedly creating a public nuisance or that is deemed a threat to public safety due to aggression.

(Ord. No. 725, 2-9-22)

State law reference(s)—Municipal authority to impound and dispose of animals running at large, NMSA 1978, § 3-18-3A(3).

**Commented [A66]:** Changes made to follow Animal Shelter policies, procedures and practices.

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**SEC. 3-51. DESTRUCTION OF ANIMALS.**

- (a) If an animal which is impounded under the provisions this Article is suffering because of sickness, injury or age as certified by a licensed veterinarian, then it may be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by a qualified member of Animal Shelter Staff or Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.
- (b) Any animal which cannot be brought to an Animal Shelter because it is vicious or infected with rabies or in any painfully crippled condition, may be destroyed by shooting by a Law Enforcement Officer at the direction of the Animal Control Officer or licensed veterinarian.
- (c) Any animal deemed vicious by the court having jurisdiction over the enforcement of this Chapter shall be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by the Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.

**SECS. 3-53 – 3-67. RESERVED.**

**ARTICLE V. OWNER'S DUTIES**

**SEC. 3-68. VACCINATIONS.**

- (a) It is the duty of all persons owning a domestic cat or a domestic dog over the age of three months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for at least one (1) year and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The Commission may require other animals to receive annual rabies vaccination.
- (b) The veterinarian administering anti rabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination, and the expiration date of the period of immunity.
- (c) It is unlawful for the owner or keeper of any domestic dog or domestic cat, to fail to exhibit its certificate of vaccination upon demand to any police officer or Animal Control Officer.
- (d) It is the duty of all persons who adopts a dog to have such dog vaccinated against rabies, distemper complex, and parvo virus within 48 hours of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies and feline distemper complex within 48 hours of adoption.



(e) Each animal cited as a violation under this section is considered a separate offense. Upon a first conviction the offender shall be fined \$100.00. Upon a second conviction of an offense under this section, an offender shall be fined \$250.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Upon a third or subsequent conviction of an offense under this section, an offender shall be fined \$500.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

### **SEC. 3-69. LICENSE REQUIRED.**

- (a) Any person owning, possessing or harboring any dog or cat three months of age or over shall obtain a license for each animal. Application for such license shall be made as directed and shall state the name and address of the owner, the name, breed, color, age and sex of such animal and any other information deemed necessary. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in subsection (d) of this section, a license certificate and tag for each animal shall be issued. If the tag is lost, replacement tags with a cost set by resolution shall be purchased. The license shall expire on the same date as the rabies certificate or one year whichever is greater.
- (b) A current license tag shall be affixed to the licensed dog or cat at all times in a reasonable manner, unless the licensed dog or cat is being kept in an approved kennel, veterinary hospital, is appearing in an approved show, or is being trained. Provided that the person that is training the dog shall have in his personal possession the valid license tag for each dog or cat and shall immediately display such upon request of the Animal Control Officer or a regular law enforcement officer.
- (c) Animals belonging to nonresidents who do not keep said animals within the corporate limits of the city for 30 consecutive days shall be exempt from this section, provided, however, that all other provisions of this division be complied with.
- (d) The annual license fee shall be set by resolution for each neutered or spayed dog or cat. The annual license fee shall be set by resolution for each unneutered or un-spayed dog or cat. No fee shall be charged for the licensure of qualified service animals who are trained to lead partially or totally blind persons, aid hearing impaired persons or assist mobility impaired persons. A fee shall be charged for each dog or cat that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the animal, due to the animal's age or condition.
- (e) Within five business days upon change of ownership of any dog or cat, the new owner shall apply for a new license with their personal identifying information.

(Ord. No. 725, 2-9-22)

State law reference(s)—Municipal authority to require licensing of dogs, NMSA 1978, § 77-1-15.1.

**SEC. 3-70. RESTRAINT OF ANIMALS.**

- (a) A person owning or having charge, custody, or care over an animal shall keep the animal under humane physical restraint at all times.
- (b) A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure, secure fence, secure facility or by immediate control.
  - a. All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates and doors to animal enclosures in such a manner as to be inaccessible to animals and small children in order to prevent animal escape and unauthorized entry.
  - b. A person owning or having care, custody, or control over an animal on his or her premises may use a tether as a means of restraint only if:
    - i. The tethered animal has access to adequate food, water, shade and shelter.
    - ii. A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.
    - iii. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.
    - iv. A tether used to restrain an animal shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled, strangled or denied access to adequate necessities.
  - c. Voice commands are not an acceptable form of restraint.
  - d. Electronic Leashes are not an acceptable form of restraint.
  - e. Invisible fences are not an acceptable form of restraint.
  - f. Crates are prohibited as a means of restraint while an animal is outdoors and on the premises of an owner or custodian.
- (c) A person owning or having care, custody, or control over an animal off of his or her premises shall keep the animal under immediate control.
  - a. While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed six feet in length while the animal is in and around the inhabitants of the city.
  - b. A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner or in any manner that will allow their escape from the vehicle when it is parked or in motion. Animals carried in the open flatbed vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the

animal from falling out of the vehicle. At no time is an animal allowed to sit or stand in the driver's lap while the vehicle is being operated on any public roadway.

- i. If an animal is restrained in a crate or other enclosure while in a vehicle, the crate or enclosure shall be securely fastened so that the crate or enclosure cannot slide, turn over or fall out.
- c. A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.
- d. Voice commands are not an acceptable form of restraint.
- e. Electronic Leashes are not an acceptable form of restraint.
- (d) A person owning or having care, custody, or control over an animal shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.
  - a. If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the Animal Control Officer at the request of the resident or owner.
  - b. If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute shall be regarded by the Animal Control Officer as a civil matter.
- (e) An owner, manager, agent, or governing board of any multiple dwelling units, including mobile home parks and gated communities, shall not permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling units, except upon such areas and within such enclosures specifically designated for such activity.
- (f) Exceptions:
  - a. A working dog that is under the control and supervision of the owner or handler performing such acts as herding on private property, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.
- (g) Each animal cited as a violation under this section is considered a separate offense. Each animal cited as a violation under this section is considered a separate offense. Upon a first conviction the offender shall be fined \$100.00. Upon a second conviction of an offense under this section, an offender shall be fined \$250.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Upon a third or subsequent conviction of an offense under this section, an offender shall be fined \$500.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

(Ord. No. 725, 2-9-22)

**Commented [A67]:** Additions made to close enforcement gaps and clarify proper and improper forms of restraint.

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**SEC. 3-71. CONFINEMENT OF RABID ANIMALS.**

An animal that has rabies or shows signs of having rabies, and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of this notify the Animal Control Officer as to the place where the animal is confined and shall surrender the animal to the Animal Control Officer upon demand. The Animal Control Officer shall then deal with the rabid animal pursuant to state law.

(Ord. No. 725, 2-9-22)

**SEC. 3-72. BITING DOGS OR OTHER BITING ANIMALS.**

- (a) The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Control Officer within 24 hours. The owner of an animal that bites a person shall surrender the animal to an Animal Control Officer to impound such animal for a period of observation.
- (b) A physician who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to an Animal Control Officer within 24 hours of his/her first professional attendance. The physician shall report the name, sex, and address of the person bitten as well as the type and location of the bite. The physician shall give the name and address of the owner of the animal that inflicted the bite and other facts that may assist the Animal Control Officer in ascertaining the immunization status of the animal.
- (c) An animal that bites a person shall be confined securely at a place and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.
- (d) A person who has custody of an animal that has bitten a person shall immediately notify the Animal Control Officer.

(Ord. No. 725, 2-9-22)

State law reference(s)—Notice to health officer of animal bites, NMSA 1978, § 77-1-6.

**SEC. 3-73. FEMALE DOGS OR CATS IN ESTRUS TO BE CONFINED.**

It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the animal does not create a nuisance by attracting other animals. When outside on the property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand-held leash. Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or Animal Shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of



the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Chapter.

(Ord. No. 725, 2-9-22)

**SEC. 3-74. COMPANION PET MICROCHIP REQUIRED.**

- (a) All residents of Truth or Consequences who own companion animals shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the Truth or Consequences Animal Shelter for each companion animal they own that is over the age of three months.
- (b) Any person who lives in Truth or Consequences who owns a companion animal that has been impounded by an Animal Control Officer shall obtain a Companion Pet Microchip.

**SECS. 3-75 – 3-88. RESERVED.**

**Commented [A68]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to increase animal return to owner rate and reduce Animal Shelter intake.

## **ARTICLE VI. PROHIBITED ACTS**

**SEC. 3-89. ANIMALS RUNNING AT LARGE.**

- (a) It is unlawful for any person owning or having the care, custody or control of any animal to allow or permit that animal to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof. Any animal permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety, and may be taken up and impounded as provided in section 3-49.
- (b) Each animal cited as a violation under this section is considered a separate offense. Each animal cited as a violation under this section is considered a separate offense. Upon a first conviction the offender shall be fined \$100.00. Upon a second conviction of an offense under this section, an offender shall be fined \$250.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Upon a third or subsequent conviction of an offense under this section, an offender shall be fined \$500.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

**SEC. 3-90. LIVESTOCK RUNNING AT LARGE.**

- (a) It is unlawful for the owners of livestock to allow or permit livestock to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof within the city limits. The owners of the livestock are subject to prosecution under this section regardless of the livestock's origination.
- (b) Each animal cited as a violation under this section is considered a separate offense. Each animal cited as a violation under this section is considered a separate offense. Upon a first

conviction the offender shall be fined \$100.00. Upon a second conviction of an offense under this section, an offender shall be fined \$250.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Upon a third or subsequent conviction of an offense under this section, an offender shall be fined \$500.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

#### **SEC. 3-91. ANIMALS DISTURBING THE PEACE.**

- (a) For the purposes of this Section, *persistent* means noise created by an animal that is continuously heard for a period of ten (10) minutes or more or intermittently heard over a period of one (1) hour or more.
- (b) For the purposes of this Section, *intermittent* or *intermittently* means noise created by an animal that starts and stops at irregular intervals.
- (c) For the purposes of this Section, *continuous* or *continuously* means noise created by an animal that is constant and does not stop for a period of ten (10) minutes or more.
- (d) It is unlawful for a person owning or having the care, custody or control of an animal to permit that animal to howl, bark or create noise common to its species which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. Persistent, continuous or loud intermittent noise between the hours of nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M. which can be heard more than fifty feet (50') from the source of the noise shall be prima facie evidence of a violation of this section.
- (e) It is unlawful for a person owning or having the care, custody or control of an animal to keep or maintain on his premises any animal in such an unclean or unsanitary manner as to disturb others by noxious or offensive odors, or otherwise endanger the health, safety, and welfare of the inhabitants of the City.
- (f) A person owning, or having the care, custody or control of any animal may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.
  - a. Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.
- (g) This Section shall not apply to properly

(Ord. No. 725, 2-9-22)

Cross reference(s)—Offenses relating to public order and safety, § 8-31 et seq.

#### **SEC. 3-92. PUBLIC NUISANCE.**

- (a) It is unlawful for a person owning or having the care, custody or control of any animal to permit, either willfully or through failure to exercise due care or control, any such animal

**Commented [A69]:** Additions made in order to clarify what constitutes nuisance animal noise and public nuisance. Changes made in order to close enforcement gaps and reduce misinterpretation of the Section.

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to commit any nuisance upon a sidewalk, or in a public park; or upon the floor or wall or any common wall or any common hall in any multiple dwelling, entryway, stairway, or wall immediately abutting on a public sidewalk; or upon the floor or wall of any theater, shop, store, office building, or other building used in common by the public; or upon any private property other than that of the animal owner.

- (b) A person owning or having care, custody, or control over an animal shall prevent the animal from causing damage or being a nuisance to the person or property of another.
- (c) A person owning or having care, custody, or control over a pet such as a dog or cat shall dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard by noxious or offensive odors.
- (d) A person owning or having care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of.
- (e) A person shall not feed an animal running at large unless such feeding is used in conjunction with an active and humane live trap or unless they are acting under the direction of an Animal Control Officer or under the direction of Animal Shelter Staff with an affidavit providing permission of Animal Shelter Staff with permissible dates of such feeding.

#### **SEC. 3-93. UNLAWFUL USE OF LICENSE TAG.**

It is unlawful for any person to remove any license tag from animal and attach it to another animal. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his/her possession or under his/her control a stolen, counterfeit, or forged license tag, rabies vaccination certificate, or other form of licensing as required under this Chapter.

(Ord. No. 725, 2-9-22)

#### **SEC. 3-94. VICIOUS ANIMALS.**

It is unlawful for any person to keep or harbor a known vicious animal in the City. Any attack by a vicious animal or any animal displaying traits of a vicious animal may be repelled by the use of reasonable force. After a judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this Chapter, upon hearing of such complaint, may, in addition to any fine or imprisonment which may be imposed for violation hereof, order the Animal Control Officer to have such animal destroyed as set forth in Section 3-51 of this Chapter.

#### **SEC. 3-95. SALE OF ANIMALS.**

- (a) No person shall display, sell, or offer for sale, barter, give away, or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter during an adoption event.

- (b) No person shall sell, offer for sale, barter, or give away any baby rabbits under four weeks of age. Nothing in this section shall be construed to prohibit the raising of rabbits and fowl by a private individual for his personal use and consumption, provided that he shall maintain proper brooders and other facilities for the care and containment of such animals while they are in his possession.
- (c) No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.
- (d) A person shall not sell, offer for sale, transfer, or adopt ferret under eight weeks of age, or a guinea pig, hamster, or rabbit under four weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition as determined by the breed and species of the animal. Nothing herein shall prohibit the transfer of animals between Animal Shelters and animal rescue organizations or prohibit the sale, transfer, or adoption of an un-weaned animal if accompanied by a nursing female.
- (e) All requirements as set by Section 3-147 shall be met when selling, gifting or other conveyance of puppies and kittens that are prior to eight weeks of age.
- (f) No person shall offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.

(Ord. No. 725, 2-9-22)

**SEC. 3-96. FALSE REPORTING.**

- (a) It is unlawful for any person to make a false report to a Police Officer or an Animal Control Officer regarding any animal in danger or stray or regarding any supposed violation of this Chapter.
- (b) It is unlawful for any person to make a false affidavit, or knowingly swear or affirm falsely to a document, matter or thing required to be sworn or affirmed to by the terms of this Chapter.

**SECS. 3-97 – 3-107. RESERVED.**

**ARTICLE VII. ~~3-5.~~ CRUELTY TO ANIMALS PROHIBITED.**

**SEC. (a) ~~Physical abuse.~~ 3-108. PHYSICAL ABUSE.**

- (a) It is unlawful for any person to willfully or maliciously kill, beat, sexually abuse, maim, poison, disfigure, torture, beat with a stick, chain, club, or other object, mutilate, burn, or scald any animals, or to attempt to kill or poison any animal, except that reasonable force may be employed only to drive off vicious or trespassing animals. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.
- (b) Exceptions ~~(b) Work~~

**Commented [A70]:** Reference Santa Fe County Ordinance 1991-6 Animal Control (Sec. 6-10). Added to create a penalty for anyone utilizing Animal Control Officers or Law Enforcement to harass.



- a. Humane Euthanasia performed by a Licensed Veterinarian, a Euthanasia Qualified Employee of the City of Truth or Consequences or a Euthanasia Authorized employee of the City of Truth or Consequences Animal Shelter.
- b. Killing a bird if such bird is Poultry owned by that Person and will be used for food;
- c. Killing a rabbit if such rabbit is owned by that Person and will be used for food;
- d. Killing mice or rats that are not a Domestic Animal or otherwise claimed as a pet by any Person;
- e. A Person may use poison to kill mice and rats, but only within a Person's own enclosed structures.
- f. Except when applied by a licensed exterminator, no poison may be used outside, even on a Person's own property, or in any way in which a poisoned animal, including mice and rats, can consequently poison other Animals.
- g. Generally accepted methods of animal training that do not cause undue physical and emotional suffering, including the training of Livestock, Companion Animals, Guard Dogs, hunting dogs, police dogs and Service Animals shall not constitute cruelty.

#### SEC. 3-109. WORK CRUELTY.

It is unlawful for any person to drive or work any animal cruelly. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.

~~(e) — Animal in a vehicle. It shall be unlawful for any owner/responsible party to place or confine an animal in a motor vehicle without allowing cross ventilation and under no circumstance shall a person confine any animal in any parked, closed vehicle on any public way or private street for any amount of time that would endanger, or create an adverse condition placing at risk the health or well being of such animal due to temperature, lack of food or potable water or such other conditions as may be reasonably expected that may cause suffering, disability or death. Any animal control or law enforcement officer observing an animal kept in violation of this section may take emergency measures, as defined by the definitions of this article and impound the animal. In addition to all other defenses and immunities provided by law, any such officer taking emergency measures for the purpose of this section shall be immune from suit or liability, criminal or civil, caused by or arising from the emergency measures taken.~~

#### ~~(d) — Care and maintenance.~~ SEC. 3-110. CARE AND MAINTENANCE.

- (a) It is unlawful for any ~~person~~owner of an animal to fail, refuse, or neglect to provide ~~any~~said animal in his charge or custody, as owner or otherwise, with: proper and adequate necessities and medical care.

~~(1) — Adequate food.~~

(2) ~~Adequate water.~~

(3) ~~Adequate shelter.~~

(4) ~~Adequate shade.~~

(5) ~~Adequate space.~~

(e) ~~[Unattended animals.] No animal shall be left unattended for more than 24 hours.~~

a. ~~(f) [Food and Water.~~

- i. Mammals and birds shall be provided with uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal. Additionally, the amount of food administered and feeding times must properly conform to the individual animal's age and condition. Food should be stored in a rodent proof and insect proof container. Open food must be kept in covered, washable containers. Containers where food is stored shall be maintained and kept free of bacteria and contamination from rodents and insects as needed.
- ii. Mammals and birds shall be provided with constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health as required by the species whether the animal is outdoors or indoors.

b. Cleanliness.

- i. The entire premises where an animal is kept shall be kept clean and in good repair in a manner which will protect animals from disease or injury. Feces and urine must be removed at least twice daily from Companion Animal living quarters to prevent odors and possible dangerous or toxic exposure or contamination by fecal material, mold or internal and external parasites that could harm the animal or cause the spread of disease to other animals or humans.
- ii. All areas where animals are kept shall be maintained in a manner such that no animal can accidentally or intentionally come into contact with chemicals or other dangerous substances including, but not limited to, antifreeze that could potentially poison an animal. Food and cleaning supplies cannot be stored together. Provisions shall be made for the timely removal and proper disposal of animal and food waste, soiled bedding, dead animals, and debris. Disposal facilities and methodology shall minimize vermin infestation, odors and disease.
- iii. Areas where animals will be spending time shall be maintained to minimize the animal's exposure to fleas, ticks, flies, mosquitoes, ants, wasps, bees, or other insects that could potentially harm the animal or cause the animal discomfort.

c. Shelter and Shade.

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- i. Animals that are not allowed free access to go inside a building must be provided with adequate shelter and shade. A structure that provides adequate shelter may not provide adequate shade: for example, a doghouse that protects the dog from wind and rain may be too hot inside when exposed to direct sunlight during the warmer months, so shade must also be provided.
    - 1. Outside housing for animals shall protect animals from any extreme weather conditions that may be detrimental to the health or comfort of the animals.
    - 2. Shelter for an animal must be waterproof, structurally sound, and have no protrusions that could injure animals.
    - 3. Feces and urine shall be removed from shelters as necessary to prevent animals from becoming soiled and to prevent odors, but under no circumstances less than twice each day.
    - 4. Suitable drainage must be provided in all areas where animals are kept and there can be no standing water.
  - d. Space.
    - i. Animals must be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
      - 1. Minimum space required for cats.
        - a. Cats shall have a minimum of four (4) square feet of flat floor space and twenty-two (22) inches of vertical space.
        - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are required. This does not include a cat with kittens.
      - 2. Minimum space required for dogs.
        - a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and two (2) feet of vertical space per dog.
        - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and three (3) feet of vertical space per dog.
        - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and three (3) feet of vertical space per dog.
      - 3. Minimum space required for birds.
        - a. Birds must have enough room to spread their wings to their full width.

- b. Birds must have at least two perches of different circumferences available to them.
- 4. Any other animals not specifically listed should be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
- c. Medical and veterinary care.
  - i. Animals shall be provided with basic medical care in accordance with this Chapter as described by the definition of Basic Medical Care.
  - ii. Animals shall be provided Emergency Medical Care in accordance with this Chapter as described by the definition of Emergency Medical Care.
  - iii. No animal should ever be allowed to suffer due to a lack of basic medical care, injury or illness.

Animals shall be groomed in accordance with this Chapter as described by the definition of Basic Grooming. ~~No owner or responsible party shall fail to provide necessary~~ as applicable to the species. Basic Grooming is necessary to maintain the eyes, ears, beaks, hooves, feet, hair and skin of an animal in healthy condition. Basic Grooming includes making sure that the toenails or hooves are not so long as to cause the animal to not move normally or to cause pain to the animal. Basic Grooming also includes providing the animal whatever it needs for self-grooming of the. No animal shall be allowed to have a coat in order to prevent matting, that is matted to the point that it becomes so heavy as to cause skin irritation, distress or pain, trapping or trap fecal matter, and loss of the ability to protect. The animal from adverse weather conditions. An animal shall not be kept so dirty that it becomes matted as to provide a home for parasites and insects. No animal shall be allowed to have a foreign object embedded in its hide, fur or skin other than a microchip or a medical device implanted by a licensed veterinarian.

(g) — Veterinary care. It is unlawful for a person to have, keep or harbor an animal which is seriously sick or injured, including suffering from starvation, or severe thirst without providing proper veterinary care. An animal shall be afforded immediate veterinary care if it is known or suspected to be ill or injured. No person shall perform procedures such as ear cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's well being. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

(h) — Abandonment. It shall be unlawful for any person being the owner/responsible party of a dog, cat, or other domesticated animal or pet to abandon such animal. Abandonment includes dumping of an animal from a moving or stationary motor vehicle. This section shall not apply to voluntary relinquishments to an animal rescue organization, animal control center, animal control officer, licensed veterinarian, or another person.



- a.f. (i) ~~— Poisoning. Intentionally or knowingly poison or attempts to poison any domestic animal. For purposes of this section, "poison" or "attempt to poison" includes the act of placing food, water, or lure of another sort which contains poison or contains health threatening foreign objects, such as glass or metal, in a location where any animal may be attracted imbedded in its skin, fur or hair other than the Microchip required for Companion Animals.~~
- g. (j) ~~— Uncared Environmental Enrichment.~~
- i. Mammals and Companion Birds shall be provided with safe products appropriate for animals, the species that will stimulate mental, physical and grooming activities. Toys shall not be allowed to get so dirty that the toy could be a health hazard. One toy shall be required per animal.

### SEC. 3-111. UNCARED FOR ANIMALS.

- (a) ~~Whenever the animal control officer, Code Enforcement Officer, or designated representative-an Animal Control Officer finds that any animal is or will be without proper care because of injury, illness, and/or incarceration, or other involuntary as a result of the absence of the owner or person responsible party for the care of such animal; the Animal Control Officer shall make arrangements may apply for the care of the a warrant with a court charged with enforcement of this Chapter to enter onto the property or premises where said animal- is located and take up such animal for protective care; and in the event of sickness or injury of the animal, upon the instruction of a licensed veterinarian, the Animal Control Officer may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal.~~
- (b) (k) ~~— Injury by motorists.~~ It is unlawful for any person to desert deliberately and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission within the City of Truth or Consequences.

### SEC. 3-112. INJURY TO ANIMAL BY MOTORIST.

- (a) Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any animal, give such aid as is reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator shall immediately identify themselves to the appropriate authorities. Alternatively, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the Animal Shelter and notifying the Police. ~~Such animal shall be deemed an uncared-for animal within the meaning of subsection (j) of this section. Emergency vehicles are excluded from this provision.~~
- (b) (l) ~~— Hobbling livestock.~~ Such animal shall be deemed an uncared-for animal within the meaning of Section 3-111 above.

- (c) Emergency vehicles in the course of emergency duty are excluded from this provision with the exception of reporting the incident.

### **SEC. 3-113. ANIMALS IN VEHICLES.**

- (a) ~~It is shall be~~ unlawful for any person to ~~hobble livestock~~ intentionally, knowingly, or ~~other animals~~ recklessly leave or confine any animal in a closed vehicle for any period of time without adequate ventilation in a way that puts it in a life-threatening or extreme health-threatening situation due to prolonged heat or cold.
- (b) An animal left in a vehicle without the interior of the vehicle being air conditioned when the interior temperature of the vehicle is over eighty degrees Fahrenheit (80°F) shall be prima facie evidence of a violation of this chapter.
- (c) Animals being transported in the bed of a pickup truck must be protected from extreme temperatures and provided with a nonmetal surface to sit or stand on.
- a. No animal shall be left in the bed of a pickup truck whether in a crate or not when the weather is such that the animal will be exposed to extreme heat, cold, rain or snow.
- ~~(a)~~(d) If an Animal Control Officer or Police Officer determines that an animal in a vehicle is in immediate danger, the Animal Control Officer or Police Officer may enter the vehicle by ~~any whatever means which may cause injury or damage to any animal~~ necessary, without being liable to the owner of the vehicle for any damages, and seize the animal. The animal's owner shall be responsible for all expenses related to the removal of the animal, emergency veterinary treatment and impoundment. If the Animal Control Officer or Police Officer cannot determine who confined the animal, the registered owner of the vehicle may be cited.
- (c) ~~(m) — Keeping of diseased animals.~~ Animals being transported in vehicles shall be restrained in accordance with Section 3-70.

**Commented [A71]:** Additions made in order to reduce misinterpretation and close enforcement gaps.

### **SEC. 3-114. KEEPING OF DISEASED OR PAINFULLY CRIPPLED ANIMALS.**

It is unlawful for any person to have, keep, or harbor any animal which is ~~infected~~ afflicted with any ~~dangerous~~ incurable, or infectious disease, or is in any painfully crippling condition, except as hereinafter provided. The Animal Control Officer may impound such diseased or painfully crippled animal in accordance with the provisions of this ~~article~~ Chapter. All such animals impounded may be destroyed humanely as soon ~~thereafter~~ as is ~~conveniently possible~~ practicable. In the case of destruction of such animal, the Animal Control Officer ~~for designee~~ shall not be required to give any of the ~~aforsaid~~ notices provided in this ~~article~~ Ordinance. This Section shall not be construed to include ~~veterinary hospitals or animals under active~~ receiving veterinary care.

### **~~(n) — Fights.~~ SEC. 3-115. ANIMAL FIGHTS.**

It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition, ~~or~~ contest, ~~fight, or combat between one or more animals or between animals and humans~~ in which one or more animals are engaged for the purpose ~~of~~ injuring, killing,

maiming, or destroying themselves or any other animal. This includes any animal used as a "bait animal" as defined in the definitions of this Chapter.

~~(e) Fowl; impounding; crating.~~ **SEC. 3-116. FOWL.**

It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than 12 hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.

~~(p) Tormenting.~~ **SEC. 3-117. MOLESTING OR TORMENTING ANIMALS.**

It shall be unlawful for any person to willfully torment, tease, annoy, disturb or molest any ~~and all animals~~ animal, by any means, such as including but not limited to, throwing rocks, yelling, or giving chase in any manner. ~~No person shall purposely cause a dog to bark unnecessarily or annoy such animal to, which is on the point property of its owner, or under the animal will attempt to attack a person or other animal control of its owner.~~

~~(q) Songbirds, killing and robbing of nest prohibited.~~ **3-118. SONGBIRDS.**

It is unlawful for any person to willfully kill any songbird, or to molest or rob the nest of such bird.

~~(Ord. No. 725, 2 9 22)~~

~~State law reference(s)~~ ~~Cruelty to~~ **SEC. 3-119. DRAGGING AND HOBBLING ANIMALS.**

A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. ~~animals, NMSA 1978, § 30-18-1.~~

Such an animal, if not otherwise restrained by a secure tether or enclosure, shall be considered unrestrained. This shall not apply to livestock animals being properly used for work purposes.

**SEC. 3-120. SCOPE OF SECTION; VIOLATIONS.**

- (a) It is expressly provided that Section 3-108 through Section 3-119 apply equally to domestic livestock, exotic animals, and wild animals in addition to dogs and cats.
- (b) Violations ~~SEC.~~ of Section 3-108 through Section 3-119 are punishable by fines and/or imprisonment as set forth in Section 3-29.

**SEC. 3-121. REPEAT OFFENSES.**

- (a) Three or more violations of any one or any combination of offenses in this Article shall constitute an act of cruelty. A repeat offender shall be deemed guilty of a misdemeanor, punishable by a minimum fine of \$100.00 and not exceeding \$500.00 and/or imprisonment for period not exceeding six (6) months.
- (b) In cases of repeat offenses under this Article (Article VII), an Animal Control Officer shall have the authority to impound any animal subjected to cruelty, neglect or

**Commented [A72]:** Reference Santa Fe County Ordinance 1991-6 Animal Control (Sec. 6-11). Added to clarify articles relating to animal cruelty.

abandonment. The animal may not be returned to its owner before a hearing in a court of proper jurisdiction if, in the opinion of the Animal Control Officer, the harm to the animal is severe and likely to recur.

- (c) In cases of repeat offenses for animals subjected to cruelty, neglect or abandonment, a judge with proper jurisdiction to enforce this Chapter may have such animal relinquished to the Animal Shelter, thereby extinguishing all property rights of the existing owner, provided the Animal Shelter Staff or an Animal Control Officer serves written notice upon the existing owner, informing him of the intent to have said animal adopted by another owner, and giving the existing owner three (3) business days to 1) declare his intent to maintain ownership of the animal and to object to the adoption, and 2) pay all impoundment, boarding, and veterinary costs, up to the date of the owner's declaration of intent to maintain his ownership of his animal. This intent must be stated in writing, signed by the animal's owner, and delivered to the Animal Shelter keeping the animal. The statement of intent and payment of fees and costs will serve to stop any animal adoption proceedings

**SECS. 3-122 – 3-129. RESERVED.**

## ARTICLE VII. DEAD ANIMALS

### SEC. 3-130. DISPOSAL.

- (a) The owner/responsible party having care, custody or control of an animal carcass shall be responsible for its removal within 24 hours of death if the animal is not to be used for human consumption.
- (b) An animal carcass may be disposed of in one of the following ways:
- a. Burial of the animal carcass on the owner's land under the following conditions:
    - i. The bottom of the burial pit must be at least three feet above the water table.
    - ii. If possible, choose a site where the soil is heavier and less permeable.
    - iii. Flat areas are best. Avoid areas sloping toward water or arroyos.
    - iv. Ensure the pit is sized to allow soil to cover mortalities to a depth of at least three feet.
  - b. Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.
    - i. The cremation of the carcass will be at the expense of the animal owner.
  - c. The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter staff shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.
    - i. Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making

**Commented [A73]:** Reference Santa Fe County Ordinance 1991-6 Animal Control (Sec. 6-12). Added to create stronger penalty for repeated convictions of animal cruelty.

**Commented [A74]:** Current City of Truth or Consequences Ordinance Section(s) (Sec. 3-5) separated in order to clarify specific violations that are to be considered animal cruelty.

Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance.



- reasonable efforts to notify the animal's owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.
- ii. Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.
- d. The Animal Shelter may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.
- i. The fee amount shall be established by resolution; or
- ii. The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.
1. This fee schedule is based on the weight of the carcass.

(Ord. No. 725, 2-9-22)

**2-6. SALE.**

- ~~(a) (a) Use of public property. No person shall display, sell, or offer for sale, barter, give away, or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter during an adoption event.~~
- ~~(b)(a) (b) Rabbits or fowl. No person shall sell, offer for sale, barter, or give away any baby rabbits under four weeks of age. Nothing in this section shall be construed to prohibit the raising of rabbits and fowl by a private individual for his personal use and consumption, provided that he shall maintain proper brooders and other facilities for the care and containment of such animals while they are in his possession.~~
- ~~(c)(a) (c) Premiums and novelties. No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.~~
- ~~(d)(a) (d) Turtles. No person shall offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.~~
- ~~(e)(a) (e) Sale of un-weaned animals. A person shall not sell, offer for sale, transfer, or adopt a dog, cat, or ferret under eight weeks of age, or a guinea pig, hamster, or rabbit under four weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition as determined by the breed and species of the animal. Nothing herein shall prohibit the transfer of animals between Animal Shelters and animal rescue organizations or prohibit the sale, transfer, or adoption of an un-weaned animal if accompanied by a nursing female.~~

SECS. 3-131 – 3-135. RESERVED.

## ARTICLE IX. TAMPERING

### SEC. 3-136. BREAKING INTO ENCLOSURE OR FACILITY.

Any person who shall in any manner break into or aid, directly or indirectly, in breaking into the enclosure, pound, center, or trap in which any animal is impounded or kept under authority of an Animal Control Officer or Law Enforcement Officer shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

### SEC. 3-137. BREAKING INTO AN ANIMAL CONTROL VEHICLE.

It is unlawful for any person to break open any animal control vehicle wherein animals are impounded by the Animal Control Officer or Law Enforcement Officer, or in any other way to remove or assist in the removal of any animal from such vehicle without lawful permission. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

(Ord. No. 725, 2-9-22)

### SEC. 3-138. INTERFERING WITH AN ANIMAL CONTROL OFFICER.

It is unlawful for any person to interfere, hinder or molest any Animal Control Officer or Law Enforcement in the performance of their duties. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

(Ord. No. 725, 2-9-22)

## ARTICLE X. DANGEROUS AND POTENTIALLY DANGEROUS DOGS.

### SEC. 3-139. POTENTIALLY DANGEROUS DOGS.

A dog may be deemed potentially dangerous if the dog poses a reasonable threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person or domestic animal that is less severe than a serious injury; or
2. Chasing or menacing a person or domestic animal in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

### SEC. 3-140. DANGEROUS DOGS.

A dog shall be deemed dangerous if it causes serious injury to a person or domestic animal.

**Commented [A75]:** Reference City of Truth or Consequences Sec. 3-9. Added to create penalties for interfering with Animal Control Officers or Law Enforcement Officers and/or damaging Animal Control Facilities or vehicles.

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#### **SEC. 3-141. SEIZURE OF DANGEROUS DOGS.**

- (a) If an Animal Control Officer has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Control Officer may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- (b) If an Animal Control Officer has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- (c) After seizure, the Animal Control Officer will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.
- (d) After seizure:
  - a. The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or
  - b. The Animal Control Officer may, within 14 days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous and poses an imminent threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.
- (e) If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Control Officer does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.
- (f) If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal Shelter, the Animal Shelter may humanely destroy the dog.
- (g) A determination that a dog is not dangerous or potentially dangerous shall not prevent the Animal Control Officer from making a subsequent application for seizure based on the dog's subsequent behaviors.

#### **SEC. 3-142. DANGEROUS AND POTENTIALLY DANGEROUS DOGS - REGISTRATION REQUIRED.**

- (a) Upon application, the City Clerk's Office shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:
  - a. The owner is able to keep the dog under control at all times; and

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- b. A license, if applicable, has been issued pursuant to the requirements of the City;  
and
  - c. The dog has a current rabies vaccination; and
  - d. The owner has a proper enclosure to the dog; and
  - e. The owner has paid an annual fee set by resolution to register a dangerous or  
potentially dangerous dog; and
  - f. The dog has been spayed or neutered; and
  - g. The dog has been implanted with a microchip containing owner identification  
information that is also provided to the animal control authority; and
  - h. The owner has entered the dog in a socialization and behavior program approved  
or offered by the Animal Control Officer.
- (b) If a dog previously determined to be dangerous or potentially dangerous has not exhibited  
any of the behaviors specified in this section for 36 consecutive months, the owner may  
request the Animal Control Officer in the City to lift the requirements for registration  
pursuant to this section. If the Animal Control Officer has no reasonable basis to believe  
that the dog has exhibited the behaviors specified, it shall relieve the owner of the  
requirements of this section.
- (c) An Animal Control Officer shall issue a certificate of registration to the owner of a  
dangerous dog if the owner, in addition to the requirements of Section 3-140, establishes  
that:
- a. The owner has paid an annual fee set by resolution, as established by the animal  
control authority to register a dangerous dog; and
  - b. The owner has written permission of the property owner or homeowner's  
association where the dangerous dog will be kept, if applicable; and
  - c. The dangerous dog will be maintained exclusively on the owner's property except  
for medical treatment or examination; and
  - d. When the dangerous dog is removed from the owner's property, the dog shall be  
caged or muzzled and restrained with a lead no longer than four feet, and the dog  
shall be under complete control at all times; and
  - e. The dangerous dog will not be transported in a vehicle that might allow the dog to  
escape or gain access to any person or animal outside the vehicle; and
  - f. A clearly visible warning sign with a conspicuous warning symbol indicate there  
is a dangerous dog on the premises is posted where the dog is kept and is visible  
from a public roadway or from 50 feet, whichever is less.
- (d) An Animal Control Officer may order the immediate impoundment or humane  
destruction of a dog previously determined to be a dangerous dog if the owner fails to  
comply with the conditions for registration, confinement or handling set forth in this  
section.



**SEC. 3-143. DANGEROUS AND POTENTIALLY DANGEROUS DOGS – SEC. 3-7. WILD ANIMALS PROHIBITED ACTS.**

- (a) ~~(a) — No person shall keep~~ It is unlawful for an animal owner of a species prohibited dangerous or protected by Title 50 potentially dangerous dog to:
- ~~Keep the dog without a valid certificate of the Code of Federal Regulations registration; or~~
  - ~~Violate the registration and handling requirements for the dog; or~~
  - ~~Fail to notify an Animal Control Officer immediately upon:~~
    - ~~The escape of the dog; or~~
    - ~~An attack by the dog upon a human being or a domestic animal;~~
  - ~~Fail to notify the animal control authority of the dog's death within five business days; or~~
  - ~~Fail to notify an Animal Control Officer within 24 hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or~~
  - ~~Fail to surrender the dog to an Animal Control Officer for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or~~
  - ~~Fail to comply with special handling or case requirements for the dog that a court has ordered.~~

**SEC. 3-144. PENALTIES.**

- (a) A person who violates any section or provision of this Article X (Sections 3-139 through 3-143) shall be charged in the court charged with jurisdiction to enforce this Chapter and upon conviction shall be sentenced a minimum fine of \$250.00 not to exceed \$500.00 or 90 days imprisonment or both fines and imprisonment. Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the appropriate state regulations or statutes court.
- (b) ~~(b) —~~ The court may order the owner to relinquish the dog to the Animal Shelter for humane destruction.

**ARTICLE XI. WILD OR EXOTIC ANIMALS**

**SEC. 3-145. EXOTIC AND WILD ANIMALS.**

- (a) No person shall keep any animal which is wild, fierce, dangerous, noxious, or naturally inclined to do harm, own or harbor any species in violation of federal law, New Mexico law or this section.
- ~~(a)~~(b) No person shall keep any exotic or wild animal as defined in this Chapter by the definition of Exotic or Wild Animal except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-8146. If such requirements are met, they

**Commented [A76]:** Article follows New Mexico Statute 77-1A-6 and Current City of Truth or Consequences Section 3-97. Changes made regarding separating the current section in order to close enforcement gaps and clarify enforcement action.

may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.

(e) ~~Wild animals prohibited. "Wild animal" means any animal of a species that in its natural life is wild, dangerous, or ferocious and though it may be trained and domesticated will remain dangerous to others and may injure or kill a citizen in the City. Those animals, however domesticated, shall include but are not limited to:~~

(1) ~~Dog family (Canidae). All except domesticated dogs, including wolf, fox, coyote, dingo, etc.~~

(2) ~~Cat family (Felidae). All except the commonly accepted domesticated cats, including lions, pumas, panthers, mountain lions, wild cats, etc.~~

(3) ~~Bears (Ursidae). All bears, including grizzly bears, brown bears, black bears, etc.~~

(4) ~~Weasels (Mustelidae). All, including weasels, martins, mink, wolverine, ferrets, badgers, otters, ermine, mongoose, etc.~~

(5) ~~Porcupine (Erethizontidae).~~

(6) ~~Venomous snakes.~~

(7) ~~Venomous lizards, alligators, and crocodiles.~~

(Ord. No. 725, 2-9-22)

State law reference(s)—Sale, purchase, trade and possession of certain animals regulated, NMSA 1978, § 77-18-1.

### **SEC. 3-8. LICENSING-146. EXOTIC AND WILD ANIMALS**~~ANIMAL PERMIT.~~

(a) ~~(a) Any person owning a~~ who keeps, harbors or owns an exotic or wild animal covered by this section at the time of enactment of this Chapter ~~may license such animal in accordance with law.~~ shall obtain an Exotic or Wild Animal Permit from the City. A fee set by resolution shall be charged for ~~such licensing~~ the Exotic or Wild Animal Permit through the City.

a. ~~(b)~~ An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or City Clerk upon the death of the animal.

b. An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or Police Officer upon the escape of the Animal.

(b) An Animal Control Officer shall use seizure procedures which protect the public, the exotic or wild animal and other animals to seize any exotic or wild animal kept in contrary to this section or for its owner's failure to obtain an Exotic or Wild Animal Permit. Such animal shall become property of the City. The Exotic or Wild Animal Permit holder or owner of the exotic or wild animal is liable for any costs incurred by the

City and such costs may be the result of a lien being place against the Exotic or Wild Animal.

- (c) For the purpose of ~~humanely trapping wild animals such as skunks and~~ this section, any person or Animal Control Officer who is utilizing a humane live trap for exotic or wild animals, vermin, or domesticated dogs or cats which may be a menace to the public may not be considered as keeping, owning or harboring such animals. Trapping shall be done in accordance with New Mexico State law.

(Ord. No. 725, 2-9-22)

~~, the Animal Control Officer may~~ **ARTICLE XII. PERMITTED PREMISES,  
REGULATIONS, LICENSES AND FEES**

**SEC. 3-147. GUARD DOGS.**

Anyone using or keeping a dog for the sole purpose of guarding a property, and neither as a pet nor for hunting uses, must obtain a Guard Dog Site Permit from the City in addition to all other applicable provisions of this Chapter:

1. A Guard Dog shall not be used to guard residential property.
2. Only one Guard Dog is allowed on a property at any given time.
3. The permit application shall include sufficient information to identify the owner of the commercial property, the name and address of the owner of the Guard Dog, and the location intended to be guarded by the Guard Dog.
4. The permit applicant shall submit the application to the City Clerk's Office and submit to a pre-permit inspection of the premises by an Animal Control Officer so that an accurate physical description of the animal may be obtained.
5. The applicant must provide to the City proof of vaccination of the Guard Dog as set in Section 3-68 of this Chapter.
6. The applicant must provide to the City proof of licensing as set in Section 3-69 of this Chapter and microchipping of the Guard Dog as set in Section 3-74 of this Chapter. Proof of licensing and microchipping must be provided annually during renewal of the permit.
7. The permit applicant shall pay the Guard Dog Site Permit fee before a permit may be obtained. The permit holder shall, thereafter, pay an annual Guard Dog Site Permit fee. The permit application and annual permit fees shall be set by resolution by the City.
8. The permit applicant must submit to an annual inspection of the property by an Animal Control Officer before a permit may be renewed.
9. Prior to obtaining the permit, the permit applicant shall obtain liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of interests and costs, of not less than \$100,000.00 for damage or bodily injury to or death of a person caused by the Guard Dog.

**Commented [A77]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. Added to regulate the keeping of Exotic or Wild Animals.

10. The enclosure surrounding the property protected by a Guard Dog must be secure at all times so as to prevent the dog from running at large, unless the owner complies with Section 3-70.
11. The enclosure surrounding the property must be of sufficient height and strength to contain the Guard Dog within the premises to prevent unauthorized entry and access of animals and people onto the property.
12. A Guard Dog may only be chained in order to supplement any enclosure. A chain shall not be the only form of restraint for a Guard Dog.
13. If chained, the animal must be located within 10 feet of the entrance of the building or premises to be guarded and chained in such manner as set forth in Section 3-70.
14. The owner of the Guard Dog shall post warning signs prominently on all sides of the premises and on all entryways to the premises, stating that a Guard Dog is on the premises.
  - i. Warning signs should be at least twelve (12) inches long on each side.
  - ii. Warning signs shall state "Guard Dog" and "Guardia" and shall show a picture of an aggressive dog.
  - iii. Signs should not be more than fifty (50) feet apart on all exterior fences or walls surrounding the site and shall be posted at all exterior corners of the site and every entrance to the site.
  - iv. Signs shall be maintained in such a manner to maintain such traps as are their effectiveness.
15. Vehicles used to transport Guard Dogs shall be secured so the public is protected from injury, shall be constructed for the purpose of trapping a live animal without serious risk of injury to the trapped animal and which may be placed on private property at the request of the owner thereof. Traps shall be baited only inside the trap and shall be checked not less than twice a day by the Animal Control Officer or the property owner requesting the placement of such traps. All such trapping shall be in conformity with state law or modified to ensure that the Guard Dog is transported in a safe, humane manner and that does not violate Section 3-113, and shall be posted with warning signs on each side of the vehicle.
16. The City may at any time revoke a Guard Dog Site Permit for any and all violations of this Chapter.
17. Nothing in this section shall prohibit an Animal Control Officer from placing a Guard Dog on a quarantine and/or seizing a Guard Dog as set by provisions of this Chapter and/or applicable state laws.
18. An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. (Ord. No. 725, 2-9-22)



Any past city permits or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.

19. A Guard Dog Site Permit holder shall not apply for a litter permit, Multi-Animal Site Permit or Kennel Permit for the Guard Dog Site. No breeding, boarding or sale of Animals is allowed at a Guard Dog Site.

20. Guard Dog Site Permits shall not be issued to any premises within five-hundred (500) feet of any school zone, daycare, public park or dog park.

**Commented [A78]:** Reference City of Las Cruces, New Mexico Chapter 7 Animals (Sec. 7-31). Reference Santa Fe County Ordinance 1991-6 Animal Control (Sec. 7-4). Added to future-proof ordinance and regulate animal type that would otherwise be unregulated.

### **SEC. 3-8.1-146. MULTI-ANIMAL SITE PERMIT AND KENNEL PERMIT PERMITS.**

**(a) ~~(a)~~ Multi-Animal Site Permits**

a. It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a Multi-Animal Site Permit.

~~b.a. (b) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of animals, said business shall apply for a Kennel Permit.~~

~~(e) Animals belonging to visitors who are located within city limits and who stay in a household or lodging establishment longer than 30 days in a calendar year shall be included in the calculation of total animals for said location and the owner of the animal shall be required to comply with all applicable sections contained in this chapter.~~

~~(d) No person shall keep or operate a residential or commercial multi animal site without a permit issued by the city. All business applicants must have a valid business license issued through the city at the time of application.~~

~~e.a. (e) Veterinary hospitals or clinics shall be exempt from the Kennel Permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non veterinary medical boarding of animals.~~

~~d.b. (f) Any person who operates or proposes to operate a residential or commercial Multi-Animal Site shall file an application for a permit with the police department City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial Multi-Animal Sites must accompany any application to defray the cost of processing the request.~~

~~(g) Upon receipt of payment, the police department shall forward the application to the Planning and Zoning Department. All applications for multi animal site and kennel permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.~~

~~e.c. (h)~~ — An onsite visit of the premises shall occur by ~~the animal control~~ an Animal Control Officer and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

d. ~~(i)~~ — The following requirements must be met during the onsite visit:

- i. All Companion Animals listed on the application three months of age or over must be vaccinated ~~for rabies~~ in accordance with Section 3-68 of this Chapter and possess a city animal license tag.

~~(j) — All multi-animal residential or commercial site permits and Kennel Permits must be renewed annually at a fee established by resolution.~~

ii. ~~(k)~~ — All Companion Animals must be implanted with a Companion Animal Microchip.

iii. All Companion Animals must have access to Adequate Food.

iv. All Companion Animals must have access to Adequate Water.

v. All Companion Animals must have access to Adequate Shade.

vi. All Companion Animals must have access to Adequate Shelter.

vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.

viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

ix. Site must comply with Section 3-70 of this Chapter.

e. There shall not be more than seven Companion Animals in any combination thereof for multi-animal residential or commercial site permits.

(b) Kennel Permits

a. If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of animals, said business shall apply for a Kennel Permit.

b. Any person who operates or proposes to operate a Kennel shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for Kennel sites must accompany any application to defray the cost of processing the request.

c. An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator prior to a hearing before the City's

Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

- d. The following requirements must be met during the onsite visit:
- i. All Kennel Permit applicants shall possess a valid business license with the City or must provide proof they are a part of a valid 501(c)(3) organization.
  - ii. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter.
  - iii. All Companion Animals must have access to Adequate Food.
  - iv. All Companion Animals must have access to Adequate Water.
  - v. All Companion Animals must have access to Adequate Shade.
  - vi. All Companion Animals must have access to Adequate Shelter.
  - vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
  - viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.
  - ix. Site must comply with the provisions of Section 3-70 of this Chapter.
- f.c. The maximum Companion Animal occupancy for Kennel Permits shall be determined based upon the recommendation of the Animal Control Officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.
- ~~(c) (f) — An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Denial and Revocation of Multi-Animal Site or Kennel Permits~~
- ~~g.a.~~ a. An application may be denied if the applicant or Companion Animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.

~~(m) — Multi animal site and kennel permit holders shall allow the animal control officer, police officer, designated zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.~~

- b. ~~(n)~~—An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-110 of this Chapter.
  - c. An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-91 of this Chapter.
  - d. An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-92 of this Chapter.
  - e. An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-70 of this Chapter.
  - f. An application may be denied if two or more unrelated adult witnesses from unrelated residences reports violations of this Chapter or if one adult witness with recorded video shows a violation of this Chapter.
  - h.g. A Multi-Animal Site Permit or Kennel Permit may be revoked when, in the opinion of the designated zoning official or administrator or Animal Control Officer, any one or more the following conditions exist:
    - i. ~~(1)~~—The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.
    - ii. ~~(2)~~—The number of Companion Animals exceeds the number allowed under the permit.
    - iii. ~~(3)~~—Any other violation listed under this chapter or sections.
  - i.h. ~~(e)~~—In cases where a Multi-Animal Site Permit or Kennel Permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and upheld the initial revocation.
  - i. If a Multi-Animal Site Permit or Kennel Permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.
  - j. Multi-Animal Site Permits and Kennel Permits shall not be issued to any premises which has a Guard Dog Site Permit.
- (d) Provisions
- a. All multi-animal residential or commercial site permits and Kennel Permits must be renewed annually at a fee established by resolution. Renewal applications must be submitted to the City Clerk's Office for processing. A non-refundable fee, established by resolution shall be charged, and an onsite visit of the premises shall



occur by an Animal Control Officer and designated zoning official or administrator. Renewals are not required to go before the Planning & Zoning Board and can be approved an Animal Control Officer and designated zoning official or administrator. However, an Animal Control Officer and designated zoning official or administrator can request that an application renewal go before the Planning & Zoning Board if deemed necessary.

- b. Multi-Animal Site and Kennel Permit holders shall allow an Animal Control Officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.
- c. Upon receipt of payment of a Multi-Animal Site or Kennel Permit application fee, the City Clerk's Office shall forward the application to the Planning and Zoning Department. All initial applications for Multi-Animal Site and Kennel Permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- d. Veterinary hospitals or clinics shall be exempt from the Kennel Permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of animals.
- ~~j-a. (p) If a Multi-Animal Site Permit or Kennel Permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.~~

(Ord. No. 725, 2-9-22)

### **SEC. 3-147. INTACT COMPANION ANIMAL PERMITS.**

#### **SEC. 3-147.2. STERILIZATION AGREEMENT/DEPOSIT FOR SPAYING AND NEUTERING OF DOGS AND CATS.**

- (a) ~~It is the intent of the City for all dogs and cats over the age of six (6) months to be spayed/neutered. Therefore no animal cat or dog shall be released from the animal shelter to an adopting person unless it has that have not been spayed/neutered or a sterilization agreement.~~ Altered shall obtain an Intact Companion Animal Permit for those Animals.
- (b) If an Intact Companion Animal Permit holder wants to breed an Intact Companion Animal or if a female Intact Companion Animal has been signed and a sterilization deposit impregnated, the holder of the Intact Companion Animal Permit must obtain a Companion Animal Litter Permit prior to the birth of the Litter.
- (c) All Intact Companion Animals shall be microchipped and licensed with the City before an Intact Companion Animal Permit is issued.
- (d) Medical Waiver Certificate
  - a. If Alteration of a Companion Animal would endanger the health of the Companion Animal due to age or illness, a Veterinarian may complete a Medical

**Commented [A79]:** Changes made to increase consistency in enforcement and reduce misinterpretations. Follows current practices of the City.

Waiver Certificate stating the reasons why the Companion Animal should not be Altered.

- b. The Medical Waiver must include a description of the Companion Animal. Including microchip information.
  - c. Upon receipt the City Manager or City Manager's Designee may request a second opinion from a different Veterinarian.
  - d. If there is a difference in opinion between the two Veterinarians as to whether the Companion Animal may be safely Altered, a written notice will be provided to the Owner indicating that a Medical Waiver Certificate has been rejected. The Owner will be required to pay Alter the Animal or pay for an Intact Companion Animal Permit. The decision to deny a Medical Waiver Certificate due to a difference in professional opinions by two Veterinarians may be subject to appeal to the Governing Body by the Owner.
  - e. Upon acceptance of a Medical Waiver Certificate, the Owner shall be issued an Intact Companion Animal Permit free of charge.
  - f. Medical Waiver Certificates are valid for one year. Upon expiration of a Medical Waiver Certificate, the Owner shall be required to reapply for the Intact Companion Animal Permit.
- (a)(c) The fees and costs for an Intact Companion Animal Permit will be set by resolution ~~has been paid~~. Any person wishing to apply for an Intact Companion Animal Permit shall pay all applicable fees and costs before issuance of the Permit.
- ~~(a) (b) The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by six months of age for kittens and puppies.~~
- ~~(b)(a) (c) An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.~~

~~(Ord. No. 725, 2-9-22)~~

State law reference(s) — NMSA § 77-1-20 (2019); History: Laws 1993, ch. 43, § 3

### ~~SEC. 3-8.3. FEMALE DOGS OR CATS IN ESTRUS (HEAT) TO BE CONFINED.~~

~~It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the animal does not create a nuisance by attracting other animals. When outside on the~~

property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand held leash. Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or Animal Shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Title.

(Ord. No. 725, 2-9-22)

### **SEC. 3-148. COMPANION ANIMAL LITTER PERMIT.**

- (a) Owners of female intact Companion Animals must obtain a Litter Permit prior to the birth of a Litter or within one week after the birth of the Litter.
- (b) All female intact Companion Animals must have an Intact Companion Animal Permit and be microchipped.
- (c) No person shall apply for or obtain more than four Litter Permits per household in any consecutive 12-month period.
- (d) No person shall apply for or obtain more than one Litter Permit per female Companion Animal per household in any consecutive 12-month period.
- (e) Litter Permits expire six months from the date of issue.
- (f) The City may waive the Litter Permit Fee for Fosters. Fosters must provide proof or written authorization of their Foster Status from the City of Truth or Consequences Animal Shelter.
- (g) The following requirements regarding Litter Companion Animals are in effect whether or not the Owner of the Litter possesses a Litter Permit:
  - a. Puppies and kittens shall have at least the first in any series of required Vaccinations and be de-wormed by a de-worming treatment consistent with the size and age of the Animal before being transferred to a new Owner or otherwise separated from the mother.
  - b. Puppies and kittens shall be microchipped prior to being separated from the mother. Proof of microchipping must be provided to the city.
  - c. The Litter Permit Holder shall upon transfer or conveyance of the kitten or puppy, deliver a complete Vaccination record to the new Owner.
  - d. The Litter Permit Holder is liable for the medical costs, including medicine, for any puppy or kitten that is diagnosed sick by a Veterinarian within one week from the date of sale. The Litter Permit Holder shall reimburse the new Owner the costs associated with the sick Animal, up to the amount of money the puppy or kitten was purchased for. The new Owner shall be allowed to keep the puppy or kitten even if the Litter Permit Holder pays the medical costs. The new Owner or the Litter Permit Holder may appeal to the Governing Body if there is a dispute as to the fact of the illness or the amount of charges. If the Litter Permit Holder does not prevail on appeal, the Litter Permit Holder shall reimburse the costs of appeal to the new Owner.

**Commented [A80]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance. New Section (Sec. 3-146 Intact Companion Animal Permit) added in order to help reduce overpopulation, unwanted animals, regulate possible hobby breeding and reduce Animal Shelter intake rate.

- e. A Litter Permit is required to advertise any Companion Animal under the age of six months old for sale, gift or other transfer or conveyance, in any local periodical or newspaper of general circulation. The Litter Permit number must be included in any advertisement.
  - f. Failure to advertise without including a valid Litter Permit number shall be a violation of this Chapter. Any person who advertises a Companion Animal and purports in the advertisement to reside outside the city limits or lists a telephone number outside the city limits and is subsequently found to maintain Companion Animals inside the city limits or is found attempting to sale Companion Animals in the city limits is in violation of this Chapter. Each day of possession of each said Animal will constitute a separate offense.
  - g. Puppies and kittens can only be sold, given as a gift or other transfer or conveyance from the location listed on the Litter Permit. Puppies or kittens being sold on public property or commercial property even with the Owner's permission are in violation of this Chapter and the puppies and kittens may be seized.
  - h. Puppies and kittens shall not be sold to a Pet Store, Animal Broker or other Animal Dealer.
  - i. Puppies and kittens shall not be released from the Permitted Premises prior to eight weeks of age.
- (f) The fees and costs for a Companion Animal Litter Permit will be set by resolution. Any person wishing to apply for Companion Animal Litter Permit shall pay all applicable fees and costs before issuance of the Permit.
- (g) Companion Animal Litter Permits shall not be issued to any premises which has a Guard Dog Site Permit.

#### ~~SEC. 3-9. ENFORCEMENT AND INTERFERENCE WITH ENFORCEMENT.~~

~~(a) — The civil and criminal provisions of this chapter shall be enforced by those persons or agencies designated by the City Manager.~~

~~(a) (b) — It shall be a violation of this chapter for any person to interfere, hinder or molest any Animal Control Officer or Police Officer in the performance of their duties.~~

~~(Ord. No. 725, 2-9-22)~~

#### ~~SEC. 3-10. SECS. 3-149 – 3-156. RESERVED.~~

#### ~~SEC. 3-11. PENALTY FOR VIOLATION OF CHAPTER.~~

~~Any person who violates any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with section 1-10, with each conviction carrying a mandatory minimum fine of \$100.00.~~

~~(Ord. No. 725, 2-9-22)~~

#### ~~SEC. 3-12. DECEASED ANIMAL DISPOSAL REQUIREMENTS.~~

**Commented [A81]:** Reference City of Albuquerque, New Mexico H.E.A.R.T. Ordinance, New Section (Sec. 3-147 Companion Animal Litter Permit) added in order to help reduce overpopulation, unwanted animals, regulate possible hobby breeding, track owners with new litters and reduce Animal Shelter intake rate.



~~(a) (a) — Owner responsibility. The owner/responsible party having care, custody or control of an animal carcass shall be responsible for its removal within 24 hours of death if the animal is not to be used for human consumption.~~

~~(b)(a) — (1) — An animal carcass may be disposed of in one of the following ways:~~

~~a. — Burial of the animal carcass on the owners land under the following conditions:~~

~~i. — The bottom of the burial pit must be at least three feet above the water table.~~

~~ii.i. — If possible, choose a site where the soil is heavier and less permeable.~~

~~iii.i. — Flat areas are best. Avoid areas sloping toward water or arroyos.~~

~~iv.i. — Ensure the pit is sized to allow soil to cover mortalities to a depth of at least three feet.~~

~~b.a.b. — Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.~~

~~i. — The cremation of the carcass will be at the expense of the animal owner.~~

~~e.a.(b) — Removal. The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter staff shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.~~

~~ii. — (1) — Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making reasonable efforts to notify the animal's owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.~~

~~iii.i. — (2) — Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.~~

~~(c) — Removal fee. The Animal Control Officer may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.~~

~~(1) — The fee amount shall be established by resolution; or~~

~~iii.i. — (2) — The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.~~

~~1. — a. —~~

~~This fee schedule is based on the weight of the carcass.~~

~~(Ord. No. 725, 2 9 22)~~

~~SECS. 3 13 — 3 25. RESERVED.~~

## ~~ARTICLE II. CONTROL~~

### ~~DIVISION 1. GENERALLY~~

#### ~~SEC. 3-26. AUTHORITY OF ANIMAL CONTROL OFFICERS.~~

(a) — The office of animal control officer is hereby created. The chief of police will assign that duty as needed. The animal control officer shall be charged with all duties pertaining to the enforcement of ordinances regulating or controlling animals and fowl within the corporate limits of the city or in areas of other areas of jurisdiction as specified in agreements with other entities.

(b) — An Animal Control Officer shall wear a uniform and shall wear a badge identifying such officer as an animal control officer.

(c) — It shall be the duty of the animal control officer to take up and impound any animal or fowl authorized to be impounded by this Code or by other ordinances within the specified agreements with other entities.

(d) — It shall be the duty of the animal control officer to investigate all reported violations of animal control ordinances and to attempt, when appropriate, to solve such problems through conferences and issuance of citations or complaints filed with the appropriate court.

~~(Ord. No. 725, 2-9-22)~~

State law reference(s) — Municipal authority to designate animal control officer, NMSA 1978, § 77-1-15.1B.

#### ~~SEC. 3-27. ESTABLISHMENT OF ANIMAL SHELTER.~~

~~There is hereby established an Animal Shelter which shall be located at a location designed by the Commission.~~

~~(Ord. No. 725, 2-9-22)~~

#### ~~SEC. 3-28. ANIMAL SHELTER, HOURS OF BUSINESS.~~

~~The Animal Shelter of the City of Truth or Consequences shall be kept open to the general public for the transaction of business during the hours set by the City Manager.~~

~~(Ord. No. 725, 2-9-22)~~

#### ~~SEC. 3-29. IMPOUNDMENT.~~

It is the duty of the Animal Control Officer to take up and impound in the Animal Shelter any estray or any animal kept or maintained contrary to this chapter, including any animal that is allegedly creating a public nuisance.

~~(Ord. No. 725, 2-9-22)~~

~~State law reference(s) — Municipal authority to impound and dispose of animals running at large; NMSA 1978, § 3-18-3A(2).~~

**~~SEC. 3-30. IMPOUNDING ESTRAYS; RECORDS; REDEMPTION FEES; NOTICE.~~**

~~(a) — No person shall, without the knowledge or consent of the owner, hold or retain possession of any animal of which he is not the owner for more than 24 hours without first reporting the possession of such animal to the animal control officer, giving his/her name and address, a true and complete statement of the circumstances under which the animal was taken, and the location where such animal is confined.~~

~~(b) — It is unlawful for any person taking up an animal to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such animal to the Animal Control Officer upon demand thereof.~~

~~(c) — If an estray animal is wearing a license or other identification, it shall be returned to the owner and a citation may be issued. If an estray animal is not wearing a license or other identification, the animal shall be confined for a 72-hour period at the Animal Shelter. The Animal Shelter may dispose of estray animals impounded under this section according to their policies and procedures the day after the required impoundment period.~~

~~(d) — No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale.~~

~~(e) — An animal which continues to be an alleged nuisance may be impounded by the Animal Control Officer until such time as a judgment is made by the Municipal Court.~~

~~(f) — Animals confined/impounded to the Animal Shelter may be released to the rightful owner or designee after all applicable fees have been paid. Owner shall bear the cost of any expenditures while animal is confined including veterinary services.~~

~~(g) — Reserved.~~

~~(h) — Fines for violations of this article shall be in accordance with the provisions of section 1-10.~~

~~(Ord. No. 725, 2-9-22)~~

**~~SEC. 3-31. RESTRAINT OF ANIMALS.~~**

~~(a) — Physical restraint. A person owning or having charge, custody, or care over an animal shall keep the animal under humane physical restraint at all times.~~

~~(b) — Dragging; hobbling. A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise~~

restrained by immediate control or enclosure, shall be considered by the animal control officer to be unrestrained. This shall not apply to livestock animals being properly used for work purposes.

(e) Owner's premises. A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure or by immediate control.

a. (1) All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates and doors to animal enclosures in such a manner as to be inaccessible to animals and small children in order to prevent animal escape and unauthorized entry.

b.a. (2) A person owning or having care, custody, or control over an animal on his or her premises may use a tether as a means of restraint only if:

i. a. The tethered animal has access to adequate food, water, shade and shelter.

ii. b. A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.

iii. c. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.

iv. d. A tether used to restrain an animal shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled, strangled or denied access to adequate necessities.

e.a. (3) Voice commands are not an acceptable form of restraint.

(b)(a) (d) Public premises. A person owning or having care, custody, or control over an animal off of his or her premises shall keep the animal under immediate control.

a. (1) While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed six feet in length while the animal is in and around the inhabitants of the city.

(2) A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner. Animals carried in the open flatbed vehicle shall be crated or restrained upon a non slick surface and in a manner that prevents the animal from falling out of the vehicle. At no time is an animal allowed to sit or stand in the drivers lap while the vehicle is being operated on any public roadway.

b.a. (3) A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.



(4) — Voice commands are not an acceptable form of restraint.

- ~~(e)(a) — (e) — Property of others. A person owning or having care, custody, or control over an animal shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.~~
- ~~a. (1) — If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the Animal Control Officer at the request of the resident or owner.~~
- ~~b.a. (2) — If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute shall be regarded by the Animal Control Officer as a civil matter.~~

(f) — Multiple dwelling unit. An owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, shall not permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling unit, except upon such areas and within such enclosures specifically designated for such activity.

(g) — Exceptions.

(1) — A working dog that is under the control and supervision of the owner or handler performing such acts as herding, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.

(2) — A hunting, tracking, or show dog that is under the control and supervision of the owner or handler shall not be considered as unrestrained while performing in or being trained for those capacities.

- ~~(a) — Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.~~

~~(Ord. No. 725, 2-9-22)~~

### **SEC. 3-32. BREAKING INTO ANIMAL CONTROL CENTER, ANIMAL CONTROL VEHICLE.**

It is unlawful for any person to break open any pound, center, trap, or animal control vehicle wherein animals are impounded by the Animal Control Officer of the City, or in any other way to remove or assist in the removal of any animal from such pound, center, trap, or vehicle without lawful permission.

~~(Ord. No. 725, 2-9-22)~~

**~~SEC. 3-33. SEIZURE OF ANIMALS NOTICE.~~**

~~(a) — An Animal Control Officer, or designee who reasonably believes that the life or health of an animal to include livestock is endangered due to cruel treatment may apply to the municipal court in the city where the animal is located for a warrant to seize the animal.~~

~~(b) — If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within ten business days unless good cause is demonstrated by the city for a later time and such extension is approved by the municipal court judge.~~

~~(a)(c) — Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.~~

~~(b)(a) — (d) — If the owner of the animal cannot be determined or cannot be located, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.~~

~~(e) — At the option and expense of the owner, the seized animal may be examined by a veterinarian of the owner's choice if approved by the municipal court judge.~~

~~(c)(a) — (f) — If the animal is a type of livestock, seizure shall be pursuant to Chapter 77, Article 18 NMSA 1978.~~

~~(Ord. No. 725, 2-9-22)~~

~~State law reference(s) — NMSA 1978, § 30-18-1.1 (1996 through 1st Sess 50th Legis)~~

**~~SEC. 3-34. DISPOSITION OF SEIZED ANIMALS.~~**

~~(a) — If the court finds that a seized animal is not being cruelly treated and that the animal's owner is able to provide for the animal adequately, the court shall return the animal to its owner.~~

~~(b) — If the court finds that a seized animal is being cruelly treated or that the animal's owner is unable to provide for the animal adequately, the court shall hold a hearing to determine the disposition of the animal.~~

~~(a)(c) — An animal control agency operated by the municipality, or an Animal Shelter or other animal welfare organization designated by an animal control agency or an Animal Shelter, in the custody of which an animal that has been cruelly treated has been placed may petition the court to request that the animal's owner may be ordered to post security with the court to indemnify the costs incurred to care and provide for the seized animal pending the disposition of any criminal charges of committing cruelty to animals pending against the animal's owner.~~

~~(b)(a) — (d) — The court shall determine the amount of security while taking into consideration all of the circumstances of the case including the owner's ability to pay and may conduct periodic reviews of its order. If the posting of security is ordered, the animal control agency, Animal Shelter or animal welfare organization may, with permission of the court, draw from the security to indemnify the costs incurred to care and provide for the seized animal pending disposition of the criminal charges.~~

~~(c)(a) — (e) — If the owner of the animal does not post security within 15 days after the issuance of the order, or if, after reasonable and diligent attempts the owner cannot be located, the animal may be deemed abandoned and relinquished to the animal control agency, Animal Shelter or animal welfare organization for adoption or humane destruction.~~

~~(d)(a) — (f) — Nothing in this section shall prohibit an owner from voluntarily relinquishing an animal to an animal control agency or shelter in lieu of posting security. A voluntary relinquishment shall not preclude further prosecution of any criminal charges alleging that the owner has committed cruelty to animals.~~

~~(g) — Upon conviction, the court shall place the animal with an animal shelter or animal welfare organization for placement or for humane destruction.~~

~~(h) — As used in this section, "livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes horses, asses, mules, cattle, sheep, goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed Cervidae but does not include canine or feline animals.~~

~~(Ord. No. 725, 2 9 22)~~

State law reference(s) — NMSA 1978, § 30-18-1.2 (1996 through 1st Sess 50th Legis)

### ~~SEC. 3-35. COSTS OF SEIZED ANIMALS.~~

~~(a) (a) — Upon conviction, a defendant shall be liable for the reasonable cost of boarding the animal and all necessary veterinary examinations and care provided to the animal. The amount of these costs shall be offset by the security posted pursuant to section 3-36. Unexpended security funds shall be returned to the owner.~~

~~(b) — In the absence of a conviction, the seizing agency shall bear the costs of boarding the animal and all necessary veterinary examinations and care of the animal during the pendency of the proceedings, return the animal, if not previously relinquished, and all of the security posted pursuant to section 3-36.~~

~~(Ord. No. 725, 2 9 22)~~

State law reference(s) — NMSA 1978, § 30-18-1.3 (1996 through 1st Sess 50th Legis)

### ~~SECS. 3-36 — 3-50. RESERVED.~~

## **DIVISION 2. RABIES<sup>2</sup>**

### **~~SEC. 3-51. VACCINATIONS.~~**

~~(b)(a) — (a) — It is the duty of all persons owning or keeping a cat or a dog or any member of the canine family over the age of three months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for three years and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The Commission may require other animals to receive annual rabies vaccination.~~

~~(c)(a) — (b) — The veterinarian administering anti rabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination, and the expiration date of the period of immunity.~~

~~(e) — It is unlawful for the owner or keeper of any dog, cat, or any other members of the canine or feline family to fail to exhibit its certificate of vaccination upon demand to any police officer or animal control officer.~~

~~(d)(a) — (d) — It is the duty of all persons who adopt a dog to have such dog vaccinated against rabies, distemper complex, and parvo virus within 48 hours of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies and feline distemper complex within 48 hours of adoption.~~

~~(d)(a) — (e) — Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.~~

~~(Ord. No. 725, 2-9-22)~~

State law reference(s) — Vaccination of dogs and cats against rabies, NMSA 1978, § 77-1-3.

### **~~SEC. 3-52. CONFINEMENT OF RABID ANIMAL.~~**

<sup>2</sup>Cross reference(s) — Health and sanitation, ch. 6.



~~An animal that has rabies or shows signs of having rabies, and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of this notify the Animal Control Officer as to the place where the animal is confined and shall surrender the animal to the Animal Control Officer upon demand. The Animal Control Officer shall then deal with the rabid animal pursuant to state law.~~

~~(Ord. No. 725, 2-9-22)~~

### **~~SEC. 3-53. BITING DOGS OR OTHER BITING ANIMALS.~~**

- ~~(a) (a) — The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Control Officer within 24 hours. The owner of an animal that bites a person shall surrender the animal to an Animal Control Officer to impound such animal for a period of observation.~~
- ~~(b)(a) — (b) — A physician who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to an Animal Control Officer within 24 hours of his/her first professional attendance. The physician shall report the name, sex, and address of the person bitten as well as the type and location of the bite. The physician shall give the name and address of the owner of the animal that inflicted the bite and other facts that may assist the Animal Control Officer in ascertaining the immunization status of the animal.~~
- ~~(c)(a) — (c) — An animal that bites a person shall be confined securely at a place and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.~~
- ~~(d)(a) — (d) — A person who has custody of an animal that has bitten a person shall immediately notify the Animal Control Officer.~~

~~(Ord. No. 725, 2-9-22)~~

~~State law reference(s) — Notice to health officer of animal bites, NMSA 1978, § 77-1-6.~~

### **~~SECS. 3-54 — 3-70. RESERVED.~~**

## **DIVISION 3. LICENSING**

### **~~SEC. 3-71. LICENSE REQUIRED.~~**

- ~~(a) (a) — Any person owning, possessing or harboring any dog or cat three months of age or over shall obtain a license for each animal. Application for such license shall be made as directed and shall state the name and address of the owner, the name, breed, color, age and sex of such animal and any other information deemed necessary. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in subsection (d) of this section, a license certificate and tag for each animal shall be issued. If the tag is lost, replacement tags with~~

~~a cost set by resolution shall be purchased. The license shall expire on the same date as the rabies certificate or one year whichever is greater.~~

~~(b)(a) (b) A current license tag shall be affixed to the licensed dog or cat at all times in a reasonable manner, unless the licensed dog or cat is being kept in an approved kennel, veterinary hospital, is appearing in an approved show, or is being trained. Provided that the person that is training the dog shall have in his personal possession the valid license tag for each dog or cat and shall immediately display such upon request of the Animal Control Officer or a regular law enforcement officer.~~

~~(c)(a) (c) Animals belonging to nonresidents who do not keep said animals within the corporate limits of the city for 30 consecutive days shall be exempt from this section, provided, however, that all other provisions of this division be complied with.~~

~~(d)(a) (d) The annual license fee shall be set by resolution for each neutered or spayed dog or cat. The annual license fee shall be set by resolution for each unneutered or unspayed dog or cat. No fee shall be charged for the licensure of qualified service animals who are trained to lead partially or totally blind persons, aid hearing impaired persons or assist mobility impaired persons. A fee shall be charged for each dog or cat that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the animal, due to the animal's age or condition.~~

~~(e)(a) (e) Within five business days upon change of ownership of any dog or cat, the new owner shall apply for a new license with their personal identifying information.~~

(Ord. No. 725, 2-9-22)

~~State law reference(s) Municipal authority to require licensing of dogs, NMSA 1978, § 77-1-15.1.~~

#### ~~SEC. 3-72. UNLAWFUL USE OF LICENSE TAG.~~

It is unlawful for any person to remove any license tag from one dog or cat to another. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his possession or under his control a stolen, counterfeit, or forged license tag, rabies vaccination certificate, or other form of licensing as required under this division.

(Ord. No. 725, 2-9-22)

#### ~~SECS. 3-73 3-90. RESERVED.~~

### **DIVISION 4. AT LARGE, VICIOUS, NUISANCE**

#### ~~SEC. 3-91. RUNNING AT LARGE.~~

(a) — It is unlawful for any person to allow or permit any animal to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof. Any animal permitted to run at large in violation of

this section is declared to be a nuisance, a menace to the public health and safety, and shall be taken up and impounded as provided in section 3-30.

~~(a) (b) Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.~~

(Ord. No. 725, 2-9-22)

State law reference(s) — Municipal authority to make provision for the seizure of dogs and cats running at large, NMSA 1978, § 77-1-12.

(Ord. No. 725, 2-9-22)

#### ~~SECS. 3-92, 3-93, RESERVED.~~

#### ~~SEC. 3-94. VICIOUS ANIMALS.~~

It is unlawful for any person to keep or harbor a vicious animal in the City. Any person attacked by a vicious animal may use necessary force to repel said attack. After a judicial determination that an animal is vicious, the owner or keeper of such vicious animal shall turn such animal over to the Animal Control Officer, who shall destroy it humanely.

(Ord. No. 725, 2-9-22)

State law reference(s) — Vicious animals, NMSA 1978, § 77-1-10.

#### ~~SEC. 3-95. DISTURBING THE PEACE.~~

It is unlawful for a person owning or having the care, custody or control of an animal to permit that animal to howl, bark or create noise which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. It shall be a violation of this section if the howling, barking or noise is frequent or long continued; is audible beyond the property line of the premises on which the animal is located.

(Ord. No. 725, 2-9-22)

~~Cross reference(s) — Offenses relating to public order and safety, § 8-31 et seq.~~

#### ~~SEC. 3-96. PUBLIC NUISANCE.~~

~~(a) (a) Property damage; nuisance. A person owning or having care, custody, or control over an animal shall prevent the animal from causing damage or being a nuisance to the person or property of another.~~

~~(b)(a) — (b) — Pet waste. A person owning or having care, custody, or control over a pet such as a dog or cat shall dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard by noxious or offensive odors.~~

~~(c)(a) — (c) — Public defecation. A person owning or having care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of.~~

~~(d) — Feeding animals running at large. A person shall not feed an animal running at large.~~

~~It is unlawful for the owner of any animal to be in violation of the public nuisance definition and such violation will be punished in accordance with section 1-10.~~

~~(Ord. No. 725, 2-9-22)~~

### ~~SEC. 3-97. DANGEROUS AND POTENTIALLY DANGEROUS DOGS.~~

~~(a) — Short title. This section may be known, and will be cited, as the "Dangerous Dog Ordinance".~~

~~(b) — Findings and intent.~~

~~(1) — Every year innocent people, predominantly children, are injured and sometimes killed as a result of the actions of dangerous dogs.~~

~~(2) — No person has an absolute right to keep or harbor a dangerous or potentially dangerous dog within the City.~~

~~(3) — This section will protect the inhabitants of the City.~~

~~(4) — This section will provide for the proper registration and tracking of dangerous or potentially dangerous dogs within the City.~~

~~(5) — This section will assist in providing control over dangerous and potentially dangerous dogs.~~

~~(c) — Definitions.~~

~~Animal control authority: The Animal Shelter and Animal Control Officer(s) of the Police Department of the City is charged with addressing animal control issues within the City.~~

~~Dangerous dog: A dog that caused a serious injury to a person or domestic animal.~~

~~Owner: A person who possesses, harbors, keeps or has control or custody of a dog or, if that person is under the age of 18, that person's parent or guardian.~~



Potentially dangerous dog: A dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

- ~~1. (1) Causing an injury to a person or domestic animal that is less severe than a serious injury; or~~
- ~~2.1 (2) Chasing or menacing a person or domestic animal in an aggressive manner and without provocation; or~~
- ~~3.1 (3) Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.~~

Proper enclosure: Secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, restraining or other affixing the animal to a stationary object.

Serious injury: A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

~~(d) Exceptions. A dog will not be declared a dangerous or potentially dangerous dog if:~~

~~(1) The dog is used by a law enforcement official for legitimate law enforcement purposes; or~~

~~(2) The threat, injury or damage sustained by a person or domestic animal is the result of the person or domestic animal:~~

~~a. Trespassing upon premises occupied by the owner or the dog; or~~

~~b. Provoking, tormenting, abusing or assaulting the dog, or in the past has repeatedly provoked, tormented, abused or assaulted the dog; or~~

~~c. Committing, or attempting to commit, a crime; or~~

~~(3) The dog was:~~

~~a. Responding to pain or injury; or~~

~~b. Protecting itself or its offspring; or~~

~~c. Protecting or defending a human being or domestic animal from attack or assault.~~

~~(e) Seizure of dog—Petition to court of competent jurisdiction.~~

~~(1) If an animal control authority has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the animal control authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.~~

(2) — If an animal control authority has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.

(3) — After seizure, the animal control authority will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.

(4) — After seizure:

~~a. — a. — The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or~~

~~b. a. b. — The animal control authority may, within 14 days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous and poses an imminent threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.~~

(5) — If the owner does not admit that the dog is dangerous or potentially dangerous and the animal control authority does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.

(6) — If the owner admits that the dog is dangerous and transfers ownership of the dog to the animal control authority, the animal control authority may humanely destroy the dog.

(7) — A determination that a dog is not dangerous or potentially dangerous shall not prevent the animal control authority from making a subsequent application for seizure based on the dog's subsequent behaviors.

(f) — Dangerous and potentially dangerous dogs — Registration required.

(1) — Upon application, an animal control authority shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:

a. — The owner is able to keep the dog under control at all times; and

~~a. — b. — A license, if applicable, has been issued pursuant to the requirements of the City; and~~

~~b. a. c. — The dog has a current rabies vaccination; and~~

d. — The owner has a proper enclosure to the dog; and

~~e.a. e. — The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and~~

f. — The dog has been spayed or neutered; and

~~d.a. g. — The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and~~

h. — The owner has entered the dog in a socialization and behavior program approved or offered by the animal control authority.

(2) — If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for 36 consecutive months, the owner may request the animal control authority in the City to lift the requirements for registration pursuant to this section. If the animal control authority has no reasonable basis to believe that the dog has exhibited the behaviors specified, it shall relieve the owner of the requirements of this section.

(3) — An animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of subsection (e)(1) of this section, establishes that:

~~e.a. a. — The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and~~

~~f.a. b. — The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and~~

c. — The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and

~~g.a. d. — When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet, and the dog shall be under complete control at all times; and~~

~~h.a. e. — The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and~~

~~i.a. f. — A clearly visible warning sign with a conspicuous warning symbol indicate there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from 50 feet, whichever is less.~~

(4) — An animal control authority may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to comply with the conditions for registration, confinement or handling set forth in this section.

(g) — Prohibited acts.

(1) — It is unlawful for an owner of a dangerous or potentially dangerous dog to:

a. — Keep the dog without a valid certificate of registration; or

~~a. b. — Violate the registration and handling requirements for the dog; or~~

c. — Fail to notify the animal control authority immediately upon:

1. — The escape of the dog; or

2. — An attack by the dog upon a human being or a domestic animal;

~~b. a. d. — Fail to notify the animal control authority of the dog's death within five business days; or~~

e. — Fail to notify the animal control authority within 24 hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or

f. — Fail to surrender the dog to an animal control authority for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or

~~e. a. g. — Fail to comply with special handling or care requirements for the dog that a court has ordered.~~

(2) — Whoever violates a provision of subsection (g)(1) shall be charged in the Municipal Court in which the animal is located with a violation of the Dangerous Dog Ordinance, and upon conviction shall be sentenced to a fine not to exceed \$500.00, or 90 days imprisonment, or both fines and imprisonment.

(Ord. No. 725, 2 9 22)

### **SEC. 3-98. SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER.**

~~(a) Under unforeseen circumstances, a Police Officer, Animal Control Officer, or animal owner may require an animal to be placed in the care and custody of the Animal Shelter to ensure that the animal is properly cared for. In these situations, the safekeep of the animal shall only occur for a period of not more than 72 hours at the expense of the owner pursuant to fees established by resolution. The owner shall be responsible for contacting a designated person or organization to pick up the animal from the Animal Shelter and the owner shall provide written authorization to the Animal Shelter as to the responsible person or organization taking custody of the animal. After the initial 72 hour period has expired, the animal is no longer classified as a safekeep and the animal shall be considered abandoned and property of the City unless the owner or designated party notifies the City in writing of a date and time the animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No animal shall be released from the Animal Shelter until all fees are paid in full. Owners who knowingly abandon or fail to~~



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~~arrange for pickup of their animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.~~

~~(Ord. No. 725, 2-9-22)~~

## CHAPTER 3. ANIMALS

### ~~SEC. 3-99. LIVESTOCK RUNNING AT LARGE.~~

~~(b)(a) — It is unlawful for the owners of livestock to willfully allow the livestock to run at large within the city limits. The owners of the livestock are subject to prosecution under this section regardless of the livestock's origination.~~

As used in this section, "livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes horses, asses, mules, cattle, sheep, goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed Cervidae but does not include canine or feline animals.

~~(Ord. No. 725, 2-9-22)~~



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

**MEETING DATE:** August 13, 2025

*Agenda Item #: H.1*

**SUBJECT:** Discussion/Action - Special Use Permit and Variance request for 400-406 VanPatten for the development of a Recreational Vehicle Park

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** August 7, 2025

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

### **Summary/Background:**

Request for a special use permit and variance request was heard at the Planning and Zoning Commission Meeting on 7-14-2025. P & Z Commission voted unanimously (4) to recommend approval – (1 abstained)

### **Recommendation:**

Consider the recommendation from the Planning and Zoning Commission for the special use permit and variance request

### **Attachments:**

- Planning and Zoning Packet from 7-14-2025
- Draft P & Z Minutes – applicable section highlighted in yellow

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

[Click here to enter text.](#)

### **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. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-13-25



**CITY OF TRUTH OR CONSEQUENCES**  
**PLANNING AND ZONING COMMISSION ACTION FORM**  
**DATE: 7-14-2025**

**ITEM:** Public Hearing/Discussion/Action – Special Use Permit and Variance request for 400-406 Van Patten for the development of a Recreational Vehicle Park

**BACKGROUND:** Property is in the R-3 District and an RV Park is allowed by special use permit. Applicant is requesting a special use permit to develop the property lots located at 400-406 Van Patten as a designated RV Park allowing 2 RV Spaces. 400-410 Van Patten was a permitted Mobile Home/RV Park at one time. In 2023 the property owner went through a public hearing process to split the lot to sell a portion of the parcel, retaining the lots identified as 400-406 Van Patten. Property owner did not realize that splitting the parcel voided the current designation of Mobile Home/RV Park and a new special use permit would be required. During the process of property improvements to enhance the lots 400-406 Van Patten for RV purposes, owner was notified of the requirement for a new special use permit. The owner immediately complied with all requests to proceed with the special use permit.

The applicant is requesting a variance from the RV Park Requirement of a community building providing for recreational and service needs of the occupant of the RV Park to include restrooms, showers and laundry.

All applicable documents have been submitted and fees paid. Public notice has been sent to required surrounding properties via certified mail and published in the paper.

**SUPPORT INFORMATION:**

**Site Plan**

**Parcel Maps of the lot and surrounding area**

**Applicable Code References**

**Findings of facts Checklist**

|                                                                      |                          |  |
|----------------------------------------------------------------------|--------------------------|--|
| Name of Drafter: Traci Alvarez                                       | : Assistant City Manager |  |
| E-mail: <a href="mailto:talvarez@torcnm.org">talvarez@torcnm.org</a> | Phone: 575-894-6673      |  |

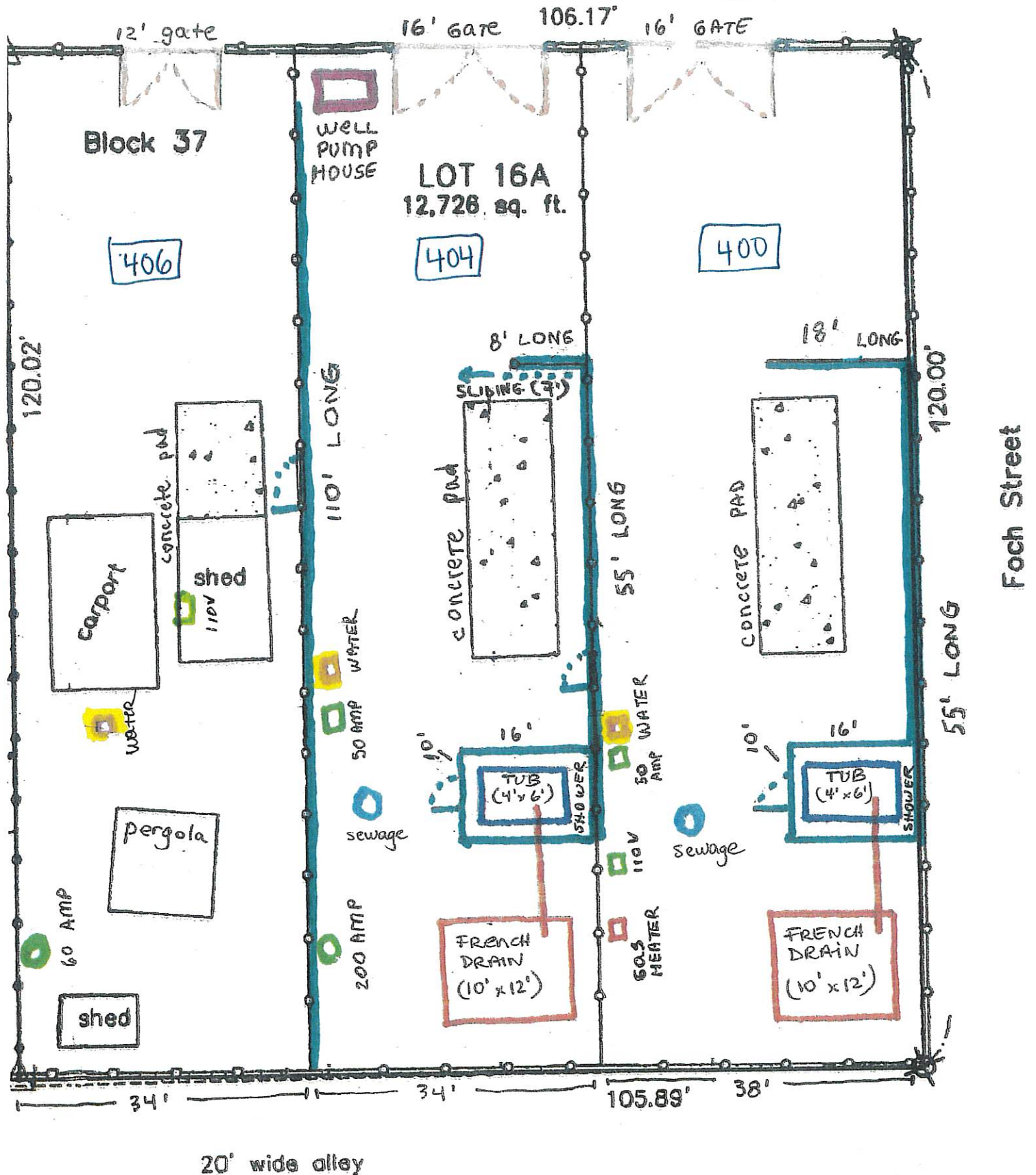


VAN PATTEN AVE.

SITE PLAN

- 6' Metal Fence
- Electrical
- 4' chain link fence

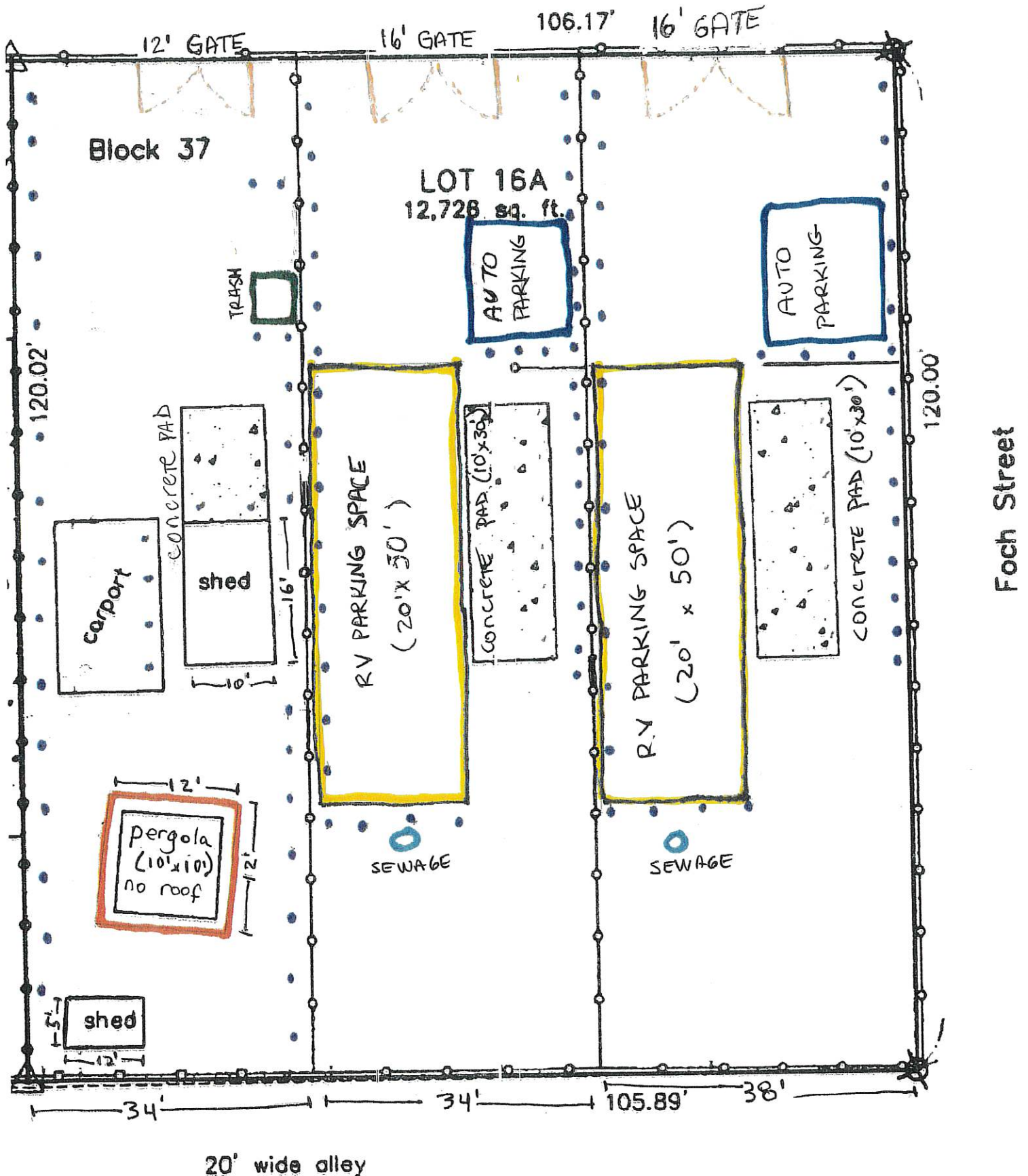
ALL ITEMS SHOWN ARE CURRENTLY EXISTING EXCEPT SHOWERS, GAS HEATER AND 16' GATES. UTILITIES IN 400 AND 404 PENDING HOOK UP.



SOLAR LIGHTS

Van Patten

CODE PLAN  
ALL ITEMS SHOWN  
ARE CURRENTLY EXISTING.

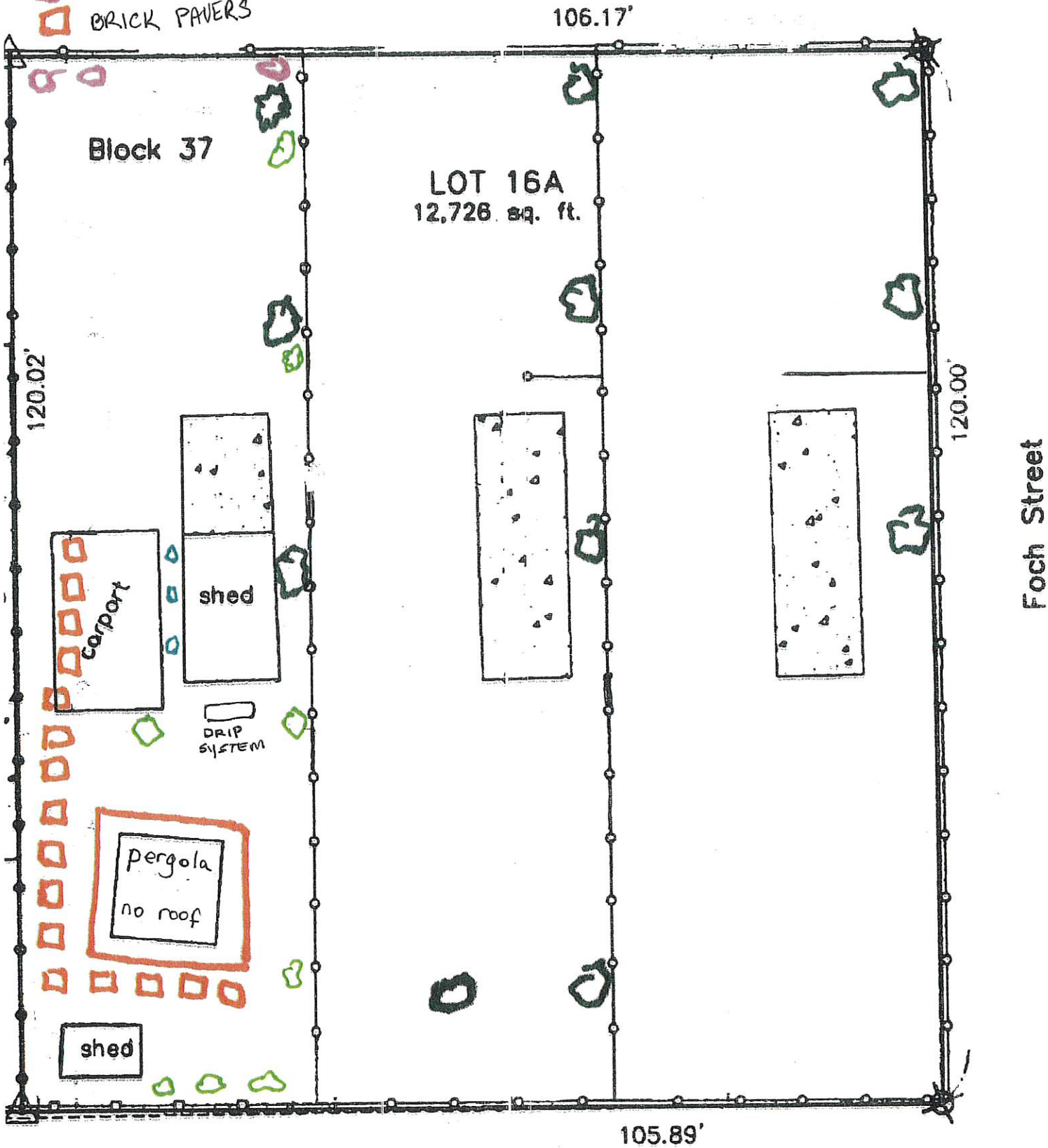




EXISTING LANDSCAPE

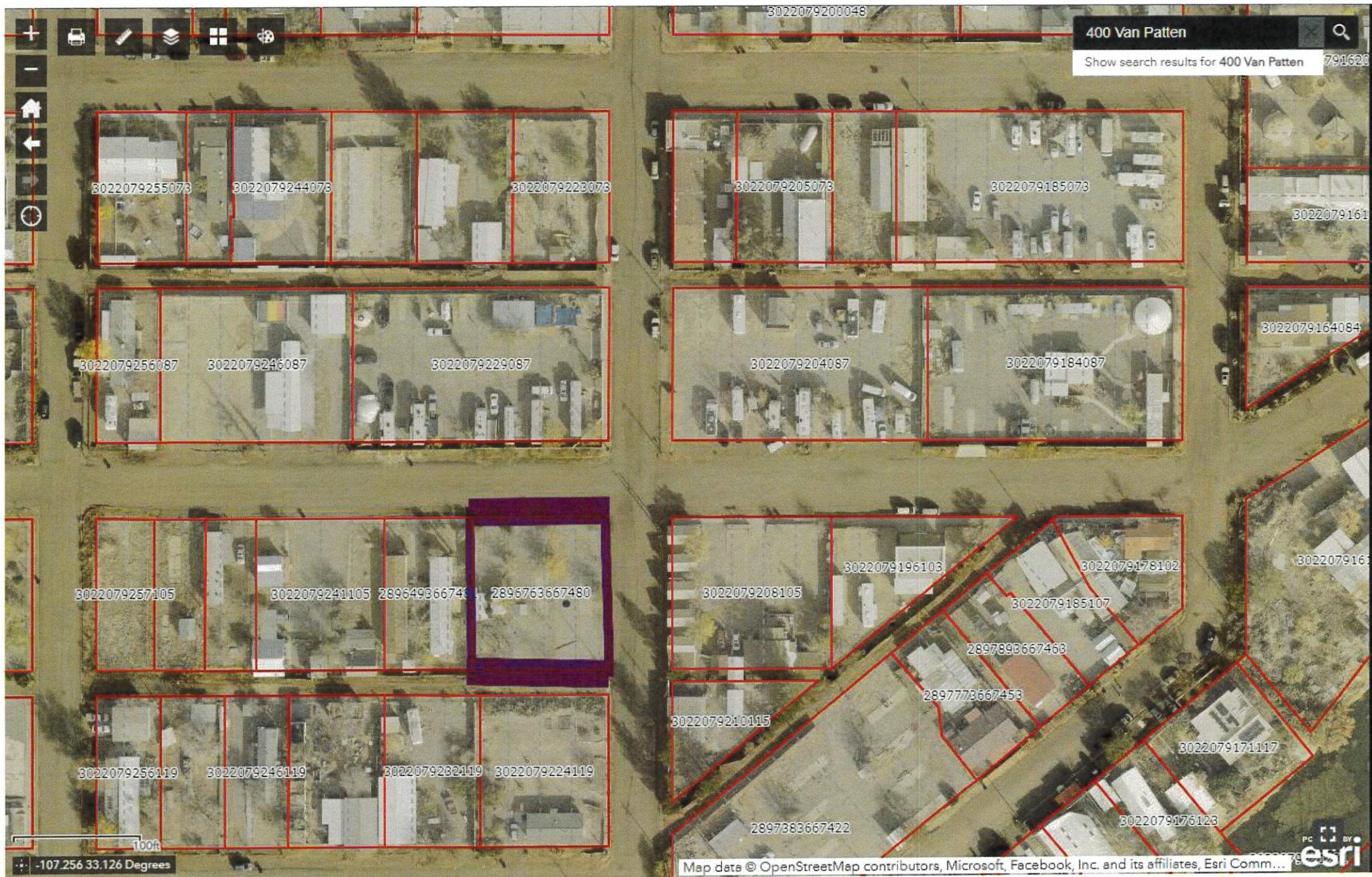
Van Patten

- MULBERRY TREES
- SAGE BRUSH
- JUNIPER
- OLEANDER
- BRICK PAVERS



20' wide alley





400 Van Patten  
Show search results for 400 Van Patten

3022079255073 3022079244073 3022079223073

3022079256087 3022079246087 3022079229087

3022079257105 3022079241105 2896493667480 2896763667480

3022079256119 3022079246119 3022079232119 3022079224119

3022079200048

3022079205073 3022079185073 3022079161

3022079204087 3022079184087 3022079164084

3022079196103 3022079178102 3022079161

3022079208105 3022079185107 2897890667463

3022079210115 2897773667453 3022079171117

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Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Comm...







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Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates



*Rolf Hechler  
Mayor*

*Amanda Forrister  
Mayor Pro-Tem*

*Merry Jo Fahl  
Commissioner*



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

*Destiny Mitchell  
Commissioner*

*Ingo Hoeppner  
Commissioner*

*Gary Whitehead  
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, July 14, 2025, to receive input regarding the following:

**Public Hearing/Discussion/Action: Special Use Permit and Variance Request for 400-406 Van Patten to develop a 2 spot RV park which requires a SUP.**

**Special Use Permit:**

- Sec. 11-9-4. R-3 High Density Residential District
- (D) R-3 Special Uses

**Section 11. Residential Vehicle Park:**

- Sec. 11-11-5. - Recreational Vehicle Parks (RVP'S)
- (A) Purpose

**Variance Request:**

- Sec. 11-11-5. - Recreational Vehicle Parks (RVP'S)
- © Design Standards

**Section 5. There shall be a community building or buildings, which shall provide for the recreational and service needs of occupants of the recreational vehicle park. It shall include restrooms, showers, and a laundry.**

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 Traci Alvarez at (575) 952-0565 or by email at [talvarez@torcnm.org](mailto:talvarez@torcnm.org).

The agenda may be obtained on Friday, July 11, 2025, on the city website calendar at [www.torcnm.org](http://www.torcnm.org); by contacting the City Clerk's Office at 575-894-6673; or by email to: [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

Publish on the following date:

- Sentinel– Thursday, June 19, 2025

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

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

- 
18. Real Estate Office (Temporary): Permitted only when used in conjunction with a residential subdivision provided such use shall be discontinued upon the completion of the development or within three (3) years from date of permit, whichever is sooner.
  19. Storage (Recreational Vehicles): Storage of personal recreational vehicles, boats, trailers, or similar uses shall be limited to a maximum of one (1) per dwelling unit in the side yard, with no limit in the rear yard, separated at least five (5) feet from any property line.
  20. Swimming Pool (Private): Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line, and approval from all utilities is required to insure overhead safety.
  21. Tennis Courts (Private for residential use).
  22. Townhouses (Maximum of eight (8) attached units).
- D. **R-3 SPECIAL USES.** The following uses require a public hearing and approval of the City Commission after a recommendation by the Planning and Zoning Commission. Provisions for special use permits are stated in Section 11-5-6 of this Code.
1. Athletic Clubs and Bathhouses.
  2. Barber and Beauty Shops.
  3. Bed and Breakfast Inn.
  4. Church.
  5. Community Building (Public or Private).
  6. Gas Regulating Station (Public or Private Utility).
  7. Golf Course and Country Club.
  8. Halfway House and Quasi-Institutional Houses.
  9. Offices in Historical Structures.
  10. Offices: Offices which provide health services such as medical, chiropractic, or rental and certain professional offices which have a low traffic volume such as attorneys or accountants, provided such offices maintain the residential character of the neighborhood where they are located.
- 11. Residential Vehicle Park.**
12. School (Public, Private, or Parochial).
  13. Swimming Pool (Public or Commercial).
  14. Telephone Exchange Station.
  15. Television and Radio Towers, and all other Free-standing Towers (Private Use): Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code standards.



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### **Sec. 11-11-5. Recreational Vehicle Parks (RVP'S).**

- A. **PURPOSE.** A special use permit is required for all RVP developments and is intended to provide for the development of recreational vehicle parks at standards consistent with health, safety, and welfare of the community. Recreational Vehicle Parks are permitted by Special Use in R-3, RR-1, C-1, M-1 and T-1 Districts.
- B. **DEVELOPMENT REQUIREMENTS.** Development standards and other requirements are provided in Articles X, and XII through XIV. A site plan, landscaping plan and a drainage plan must be approved by the City Commission for any RVP.

**C. DESIGN STANDARDS.**

1. Swimming pools are permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line home space boundary, and approval from all utilities is required to insure overhead safety. All gates in fences shall be self-closing and equipped with self-latching devices.
2. A landscaping concept shall be approved by the City Commission for all areas not covered by structures or paved.
3. Screening the perimeter of a recreational vehicle park by a wall and/or other approved landscaping material shall be required.
4. There shall be an active, usable recreational area for tenants comprising five percent (5%) of the gross site area, which shall not include required setback areas or similar areas not usable for recreational activities.
5. There shall be a community building or buildings, which shall provide for the recreational and service needs of occupants of the recreational vehicle park. It shall include restrooms, showers, and a laundry. No dry-cleaners shall be permitted in the RV Park. The community building or buildings may not be included as part of the required recreational area.
6. Adequate refuse collection facilities shall be provided, constructed, and maintained in accordance with all municipal health regulations, and shall be screened and designated to bar animals from access to refuse. Refuse shall be removed from collection sites at least once a week.
7. Lighting shall be provided to illuminate access ways and walkways from the safe movement of vehicles and pedestrians at night.
8. A means for emptying sewage holding tanks shall be provided and approved by the health department.

**D. STREETS AND ACCESS STANDARDS.**

1. All RVP's shall have vehicular access from an arterial or collector street.
2. Each RV space when occupied shall have direct access to an internal street. Direct access to exterior public streets shall be prohibited.
3. Street layout shall be designed for preservation of natural features and to follow topography to the greatest extent possible and to encourage the orientation of homes in such a manner as to permit the use of solar energy systems.
4. No street within a recreational vehicle park shall dead end, except for cul-de-sac streets, which shall have a minimum turning radius of fifty (50) feet at the termination point.
5. Private driveways shall be designated to increase ease of access, increase privacy, and provide safety.
6. All spaces and streets shall be designated to insure proper drainage.

- 
7. One space for automobile parking shall be provided for each RV space.
  8. Minimum road width is twenty-four (24) feet.
- E. *UTILITIES*. All utility placement shall be underground and shall be approved by the City.
- F. *DESIGNATED ZONING ADMINISTRATOR*. It shall be the right and duty of the designated Zoning Administrator of the City of Truth or Consequences to impose all design standards for Recreational Vehicle Parks in accordance with Standards for Recreational Vehicle Parks and Campgrounds, latest edition, as published by the National Fire Protection Association.

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### **Sec. 11-5-5. Variance.**

A Variance may be authorized by the City Commission after hearing the recommendation of the Planning and Zoning Commission. The variance shall provide relief from the strict application of dimension, distance, parking or setback requirements of this Code.

- A. *Provisions for variance.*
  - 1. The subject property must be irregular, narrow, shallow, or steep or otherwise, have physical conditions where application of the requirements of this Code would result in practical difficulty or unnecessary hardship to the owner in the use of his land or building.
  - 2. The applicant shall notify all property owners of his/her intent in a manner specified in Section 11-7-2 and shall be subject to a public hearing as specified therein.
  - 3. Variance shall not be granted in such cases where it would adversely affect adjoining properties, impair established property values, or endanger public safety.
  - 4. Variances shall not be granted where spot zoning would occur.
- B. *Fee.* A non-refundable application fee as set by City Commission Resolution must accompany each application.
- C. *Submission requirements.* The application for variance shall be in the format stipulated by the City and shall contain plans and other information as required by the designated Zoning Administrator. The completed application for a variance, shall be submitted to the City Clerk for placement upon the agenda of the Planning and Zoning Commission.
- D. *Revocation.* A variance shall be automatically revoked in the event of building permit for the approved Variance has not been obtained within ninety (90) days, or construction has not begun within one hundred eighty (180) days after the building permit has been issued. The Planning and Zoning Commission may grant ninety (90) days extension if deemed appropriate.
- E. *Re-application for variance.* In the event of a denial decision by the City Commission, there shall be no re-application for the same variance for a period of one (1) year after the date of the decision of the Commission.

### **Sec. 11-5-6. Special Use Permit.**

A special use permit may be authorized by the City Commission after hearing the recommendation of the Planning and Zoning Commission. A special use permit is required for a special land use, which is not permitted by right within the District wherein it is requested.

- A. *Provisions for special use permit.*
  - 1. In making a decision on a Special Use Permit, the Planning and Zoning Commission and the City Commission shall review the following factors and accord each factor the necessary weight on a case-by-case basis.
    - a. The increase in congestion of streets and other rights-of-way;
    - b. Diminishment of safety from fire, panic and other dangers;
    - c. Diminishment to the health and general welfare of the public;
    - d. Degradation of light and air for all properties in the immediate area of the proposed Permit; increases of overcrowding of land and undue concentrations of populations;

- 
- e. Adverse affects on provisions for transportation, water, sewer, schools, parks and other public facilities or increases in the effects of natural hazards;
  - f. Increases or facilitation of the unlawful use of structures, buildings or land; and
  - g. Promote the use or waste of energy in the use of structures, buildings, and land.
2. Special Use Permits shall not be granted in such cases where the use will result in negative impacts, which substantially outweigh the positive impacts of the proposed use.
- B. *Fee.* A non-refundable application fee to be set by City Commission Resolution must accompany each application.
- C. *Submission requirements.* The application for a special use permit shall be in the format stipulated by the City. There shall be a comprehensive statement included with each application indicating in detail the reason for the request, the purpose and proposed use of the property, all improvements to be made, and a site plan including the following:
- 1. Location of existing and proposed structures including the dimensions of setbacks;
  - 2. Existing and proposed vehicular circulation systems, including parking areas, storage areas, service areas, loading areas, and major points of access, including street pavement width and right-of-way;
  - 3. Location and treatment of open spaces including landscaping plan and schedule;
  - 4. Lighting;
  - 5. Signage;

A drainage plan, site plan and grading plan shall be required for all developments exceeding one (1) acre and to all new and all re-development within the C-1 and M-1 Planning and Zoning Districts, to all manufactured home parks, manufactured home subdivisions, recreational vehicle parks, and to all special and conditional uses in other Districts. For lesser developments when the designated Zoning Administrator determines said plans to be necessary, the designated Zoning Administrator shall so inform the applicant prior to accepting an application.

- D. *Public hearing and notice procedure.* A public hearing shall be held by the Planning and Zoning Commission for all special use permits. All property owners shall be notified in accordance with the provisions of Article 7 of this Code.
- E. *Review and approval.* The City Commission may deny special use permits, or may grant final approval in accord with certain conditions, with right of appeal in accordance with Article VII of this Code. Approval may also be granted with additional conditions imposed, which are deemed necessary to insure that the purpose and intent of this Code is met and to protect and provide safeguards for persons and property in the vicinity.
- F. *Time limitation and revocation.* If a special use is not initiated within one (1) year following approval or if a special use is discontinued for a period of one (1) year, said permit shall be automatically revoked. The City Commission may impose a different time limitation on a special use permit. All improvements shall be in accord with the development standards of the District except as otherwise authorized by the special use permit. Significant variation from the approved special use and related improvements shall result in the automatic revocation of the special use permit.
- G. *Re-submittal of application for special use permit.* Application for a special use permit shall not be resubmitted or reconsidered for a period of one (1) year after it has been acted upon by the City Commission except that an application may be made for a different special use permit on the same parcel of land six (6) months after such previous action has been taken.



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H. *Special use.* Special uses shall not be considered a District boundary change.

# PLANNING AND ZONING COMMISSION

## FINDINGS OF FACTS CHECKLIST

Request Date \_\_\_\_\_ Address \_\_\_\_\_

Findings of facts for recommendations and decisions.

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

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

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

\*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
MINUTES  
MONDAY, JULY 14, 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, July 14, 2025 at 4:00 p.m.

**INTRODUCTION:**

**ROLL CALL:**

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

**ALSO PRESENT:**

Gary Whitehead, City Manager  
Traci Alvarez, Assistant City Manager  
Katy Martinez, Deputy Clerk

**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) June 9, 2025.

Member Luchini made a motion to approve the minutes with the corrections. Member Kent seconded the motion. Motion carried unanimously.

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

Scott Valentine: In last month's meeting, June 9<sup>th</sup>, I came in opposition to a dog kennel license at 412 N Elm, I live at 414. Currently, the kennel is right underneath my living room window. The property line is 9 feet from my house, and the kennel is a foot from that. I did not oppose the kennel if the resident would move it further to the back. We should have defined that, but he volunteered to move the kennel. He suggested that he was going to move the kennel before, but then he said he was happy to. He did not move the kennel. He has a kennel license. We were going to finalize it in tonight's meeting, I don't know how he got the kennel license, but it is not moved and now where he planned on putting it is approximately less than 40 feet from where it exists, so I am downwind of it. I cannot open the windows on the South side of my house, I would hope to be able to open my windows in the evening in the Summertime, but I cannot, and if I do, then my house smells like outside, and I don't want that. So, I oppose the kennel. That's all there is to it. If he says, "Oh, okay, I'll move it now." Because it's an inconvenience to him or something, I don't want it where he wanted to move it anyway. The way the county has set up the ordinance is four pets any combination of dogs or cats. If he has extra animals, they're in cages, they're not being walked, they're languishing in the sun, their shade is broken, I've seen it. You can have hay or whatever to make them comfy, but it is not good for them. The fourth dog that has been at large- I don't get mail right now because of the dog at large. It's not my dog, but now it's in the cage as of July 4<sup>th</sup>, that was afraid, so he put it in. Anyway, thank you for the time. I am opposed. I like the ordinance the way it's written, and I think it's very reasonable. I don't want to live next door to a dog kennel, that's all there is to it, it needs to be out in the country somewhere. Thank you.

Alice Hutchins: Hello, my name is Alice Hutchins. I live in T or C and run an Airbnb called Magnolia Street Casita. We have hosted over 150 out-of-town guests in the past 18 months with a 5-star rating and Super Host status. I wanted to highlight some of Molly Hammer's points in her excellent Airbnb workup included in your packet. Under "Tourism Without Large Infrastructure" she has two bullet points: "Adds Lodging Capacity", and "Preserves Rural Charm". Excellent points. Hotel chains offer a large capacity, but they do nothing to showcase the unique qualities that make T or C such a special place to live and visit. Almost 100% of our guests are from out of town, they book our space wanting a taste of the southwest, a close-knit community vibe, and a unique hot springs experience. Another point she makes is "Economic Development and Diversification". Under that is: "New Revenue Streams - Hosts can earn income that is often reinvested locally", and under that is: "Property Improvement and Beautification - Incentivizes Upkeep - Short Term Rentals are often required to have better upkeep, curb appeal, and property maintenance." The income we derive from Magnolia Street Casita is funneled right back into paying bills, buying groceries, and home improvement projects. Thanks to this extra income, we've been able to add landscaping, upgrade our curb appeal with new fencing, and we had the resources to re-stucco and paint the casita. All of this



adds value and aesthetic appeal to our neighborhood. Molly also brings up an excellent point under "Missed Opportunity – The City of T or C needs to establish a voluntary tax collection agreement with both booking platforms: AirBnB and VRBO". A lot of money from our valuable short-term rentals is being left on the table, and Molly has done all the legwork necessary to remedy this. It behooves this committee to move forward with her recommendations. Lastly, I am looking forward to the presentation from the Love's representative. This is an important project for our community. As you all know, one of the four responsibilities of Planning and Zoning is "Identifying and addressing emerging issues that are not yet reflected in our current municipal code." Last month, I said that we needed to upgrade codes that will protect our environment and the night sky. It would be foolish to let a project as big as the Love's Truck Stop move forward without provisions in place requiring night sky lighting and an environmentally friendly parking lot. I am happy to forward information regarding both of these items to the committee. Thank you so much.

Nanetta Landry: I am just here about the property on 1095 East Riverside Drive. The last time we had this meeting, I turned in, it was from 3 of us in the neighborhood, myself, Vicky, and Marlene, and we are all opposed to it. We really have some major issues with it including line of sight, the bank, which is odd, we live on the river, so the bank is very fragile, it's flooded 3 times this month. We also have personally looked at the plan. We feel, well, if you go forward with it, they need to be required to have a survey on the property because the lines that they're saying on there are not the true measurements of that property. Trying to put 2 feet between my property and 5 feet on the other side, and putting the same size house that he says he wants in there, would not be possible, which means something has to go, either the size of the house or the setbacks from the property, which are already too close. I'm just here to oppose that, thank you.

#### **4. PRESENTATION:**

- a. Presentation/Update: Love's Travel Stops and County Stores

**(attached hereto and made a part hereof)**

Member Hammer: Thank you for your presentation, I do have a few questions. As far as the overnight RV spots, have we taken into consideration the perceivable impact on local, family-owned RV parks? Will it redirect that traffic and potential revenue to a corporate company on the freeway that will kind of keep them there, they're going to eat, sleep, shower, get gas, and probably just get back on the road. I like Love's, especially as a traveler, whether I am towing a trailer or an SUV, I stop there because it's clean, it has a few things I need, but I never ever go into the town that it's at. That's my personal experience, so that's one thing I am concerned

about, we are just directing traffic. They stop and then get right back on the freeway, especially since it's on the other side of I-25. They have to get back over the access road and back into town. That's my concern, I feel like this ship has already sailed, this project is already underway, but those are concerns that I would have as a business owner, and representing business owners in town, I want to see more traffic come into town, and I feel like your location will prevent that. Also, your wages, are you pretty much paying minimum wage, or is it higher?

Barbara Peck, Large Developments Engineer: We do a local wage survey before we decide what the wages will be. So, they will be in the market for the area.

Member Hammer: Again, my concern is creating a lot of minimum wage jobs doesn't really help our community. I would like to see them get paid more so they can benefit from a better paying job, because there are not a lot of those here. The dark sky ordinance, we don't have a dark sky ordinance in T or C, do we? Is it in our ordinance?

City Manager Whitehead: It's part of the state law, so it would be a state requirement. Every building that is built requires every contractor that goes through to get a permit would have to be compliant with that.

Member Hammer: Okay, so it's state statute. You can get around our ordinance if it wasn't in there, but you just mentioned that you follow all ordinances and I don't think we have a specific one, but you answered my question, thank you.

Barbara Peck, Large Developments Engineer: We do have to follow the state statute.

Member Hammer: Got it. I think that's it, I don't know if you want to address those, there are a lot of questions, but those would be my concerns as far as the local economy and supporting our population.

Barbara Peck, Large Developments Engineer: Sure. Our experience has been that when we come into a small community, that it brings people into that community rather than taking them out of it. I'm most familiar with certain Alabama locations in that instance, where we have come into the community, and more comes in after us, business-wise as well as customer-wise. We draw them in off the interstate, right now there's not a giant red heart beaconing to people, drawing them off the interstate to Truth or Consequences, so we hope to do that. It's our hope that with some of the other things we are adding to it, which we don't do at all locations, that will also continue that conversation inside the store. With having store team members in there that are from the community, our hope is that they will become very familiar

with the regular drivers that come through the store. So those conversations happen, "Hey, have you tried such and such restaurant in town?" or "Hey, have you seen our hot springs?", those conversations become the norm, because we do cater to a fleet client. Then, either the drivers will go into town somehow, but those conversations do happen and drivers do come back through with their families, we do see that uptick within the community. So I'm hoping that is exactly what happens here, it would never be our desire to come in and obliterate a business, we don't want to be the Walmart Supercenter of the 1990's, 1980's kind of thing, we want to be a partner in the community and work with the businesses in the community to continue to develop that tourism, those stops, and people coming into town. So we're happy to work with the chamber or anybody else to help facilitate that as time goes on.

Member Hammer: One more question, is there any other choice besides Arby's in your fast food selection? It's kind of a rhetorical question.

Barbara Peck, Large Developments Engineer: I'm afraid that ship has sailed.

Chairman Sisney: Lisa, you have any questions?

Member Kent: No, I had similar concerns about the RV spots, but we addressed them, and I really wish it wasn't Arby's too, but it doesn't matter.

Vice Chairman Buhler: I do have a question, what size, how much land is dedicated to the RV park?

Barbara Peck, Large Developments Engineer: I may have to get that information back to you. It's around the periphery of the parking lot, and there are 10 spots, but I will have to have my engineer do the math on that.

Vice Chairman Buhler: You know, in New Mexico, for an RV park, 2 acres is the goal.

Barbara Peck, Large Developments Engineer: Those would be the parks where folks come and stay at, though, is that correct?

Vice Chairman Buhler: Well yeah, I think so.

Barbara Peck, Large Developments Engineer: And that is not what we want to be, we don't want to be some place they come to live. We definitely want to be the place where they come and keep going.

Vice Chairman Buhler: And I like your sign, except for the arrow.

Barbara Peck, Large Developments Engineer: Okay, noted. Thank you for your comments.

Vice Chairman Buhler: Truth or Consequences would be great up on the water tank, and you're very visible so you really wouldn't need an arrow anyway.

Barbara Peck, Large Developments Engineer: That hill's going to hurt, coming off that onramp.

Chairman Sisney: I have a question, you had a thing up there about human trafficking, but you didn't discuss it, I'd like to know what that was about.

Barbara Peck, Large Developments Engineer: There are many times where, because of the nature of the business that we are in, law enforcement works with us very closely to help facilitate ending really horrible things from happening. We work very closely with the Department of Homeland Security, Blue Campaign training for all of our team members, and Truckers Against Trafficking. So, that's an organization that one of our owners was a founding member of. We want to make sure that nothing bad is happening on our properties. We are going to work with every agency that we can find to help make sure that that's the case. It doesn't matter what the crime is, we are going to work with agencies to make sure that it doesn't happen on our property. Our fleet customers don't want to come to a place that's unsafe. They don't want their drivers to be in places that are unsafe. Our automobile customers, they don't want to go to a place that's unsafe. We do everything we can, and work with various different agencies to make sure our staff is trained, our stop is clean and safe, and that the layout and our standards are high enough that in the event something were to breeze through, we would be aware of it immediately and take swift and immediate action.

Chairman Sisney: So there's obviously a need for that. What are the results of your efforts? How often do you catch people trafficking and how often do people get rescued and that sort of thing?

Barbara Peck, Large Developments Engineer: Most of the time it doesn't happen on our sites. We are the first notification, and then the law enforcement agencies move into action as it's going down the road. So, you will hear about things that happen further away. What I can tell you is that every year, we run a crime analysis through a third party contractor, so it's not our opinion of the safety of our sites, it's another company telling us what the data says. Our sites come in at or below the crime percentage of the community that we're in. We're not higher



than it is, we are either at it or we're below it, because of these actions that we take with our staff, with our cameras, and our involvement with law enforcement. Is that kind of the answer to your question? Ask it again.

Chairman Sisney: Well, I was wondering how often do people get rescued because of your efforts?

Barbara Peck, Large Developments Engineer: I don't know the answer to that, and I don't know that it's something we are tracking.

Chairman Sisney: So you're doing this, but you don't know if it's doing anything?

Barbara Peck, Large Developments Engineer: All we can do is try. It's better than doing nothing.

Chairman Sisney: Absolutely. These things are notorious for being with trafficking and all kinds of criminal activities. They have got a pretty good reputation for that. So, the closest Love's Travel Center is up in Los Lunas, right?

Barbara Peck, Large Developments Engineer: In Belen. And then Las Cruces is to the south, it might be closer than Belen.

Chairman Sisney: It is. What kind of wages are you paying in Belen? Where do we start?

Barbara Peck, Large Developments Engineer: I'll have to get that information and bring it back for the next one, I don't have that with me. I'm going to take some notes.

Chairman Sisney: The hookups for the RV's, what type of hookups, is it just electrical or are you doing sewer and water also?

Barbara Peck, Large Developments Engineer: No, the City of Truth or Consequences does not allow the sewer hookups, so we don't have those. There will definitely be power, and then we do the Wi-Fi connectivity for them. I will have to check, because without the sewer, I don't think we do the water either, but let me double check on that as well.

Member Kent: Will there be at least a dump station? Not nothing?

Barbara Peck, Large Developments Engineer: No.

Member Kent: Residents could use that.

Member Hammer: I have one more question, but I'll go after everybody else.

Chairman Sisney: I would like to make the comment that regarding dark skies, not directed at Love's particularly, but if there is a state ordinance working on dark skies, I can see Las Cruces better every night over the years I've been here, so I don't know how well all this dark skies stuff is working. It's getting bright out there, but let me ask you another question. Are you going to have any services for EV's (Electrical Vehicles), any charging stations or anything?

Barbara Peck, Large Developments Engineer: So what we do with EV's is we do plumb for it, and then we work with the EV equipment providers. If they feel like it's a market that would use it, then they come out and we lease the spaces to them. So, they'll bring the equipment out, and that sort of thing, and connect with the infrastructure so it's available for the customers.

Chairman Sisney: Would you make a provision for the future use of rapid chargers, which require a DC converter on-site? Is that part of the plan that you guys can upgrade for when it's time, when you're ready to start servicing EV's?

Barbara Peck, Large Developments Engineer: We make the room for it, but those EV companies will make those decisions on their own, we just lease out the space.

Chairman Sisney: Because it's got to get there at some point.

Barbara Peck, Large Developments Engineer: Sure. That's why we make sure there are spots set aside for it, space for the chargers and the transformers that are required for it.

Chairman Sisney: Okay. Thank you for answering my questions. Molly, you have one?

Member Hammer: I just have one comment on the water tower billboard. My first reaction to that is like, no, I don't want to be Love's T or C town. We have too much charm here, we have too much tourism attractions, like the hot springs, the lake, the river, that really draw people here. I just, I'm not a marketing person, but I have a lot of pride in this town and what we represent, and I would just love to see an effort on Love's part to go, "Hey, turn left here to go to the hot springs." Instead of like, Love's, and T or C. I just would like to see you guys work with us to bring people into town and highlight our features that people can come here for. That's my last comment.

Barbara Peck, Large Developments Engineer: Thank you, I appreciate your comments.

## **5. PUBLIC HEARINGS (5 Minute Rule Applies)**

- a. Public Hearing/Discussion/Action: Special Use Permit and Variance Request for 400-406 Van Patten to develop a 2 spot RV park which requires a SUP.

**Chairman Sisney recused himself, Vice Chairman Buhler opened the public hearing.**

**Applicant:** Jessica Logreira & Chris Slate

**Proponents:** Chris Sisney

**Opponents:** None

**Deputy Clerk Martinez swore in the participants for the public hearings.**

**Assistant City Manager Alvarez:** What you have in front of you today is a request for a Special Use Permit, and also a Variance Request. The property is located in the R3 district and per our municipal code, an RV park is allowed in the R3 district via a Special Use Permit, so, that's why it's being brought to you. She is also requesting a variance, and that would be in regards to the community building that is specified, that is a requirement as an RV park. The applicant will speak a little more on that shortly. A little bit of background on the property, this property first came to you guys as a designated mobile home/RV park. When she purchased the property, she went through a Summary Plot Amendment and split part of the property so she could sell off a section of it, not realizing that when she did that, it cancelled out the mobile home/RV park use that had been designated however many years ago as Petunia's Mobile Home Park. It did come to our attention when she was doing some enhancements to the property, and we reached out to let her know that due to the lot split, it was no longer designated and she would have to go through the Special Use Permit process again. She immediately stopped the enhancements and has submitted and gone through all the required processes. The application has been submitted, certified letters were mailed out, all fees were paid. Within your packet, she has done a really great job of delineating the area for the mobile home park, and providing a breakdown of where things are, and where things are at. With that, I will turn it over to the applicant unless you have any questions for me at this time. We can let her give a little bit of history and talk about what she'd like to do there.

**Vice Chairman Buhler:** So they have a permit now going forward?



Assistant City Manager Alvarez: No.

Vice Chairman Buhler: Not yet?

Assistant City Manager Alvarez: So, the property, however many years ago, was designated as a mobile home park, Petunia's Mobile Home Park, and per our municipal code, RV's are allowed in a mobile home park. So, you can have a mobile home park and then, unfortunately, put all RV's in it, then it's an RV/mobile home park, that's what the property was. Once she came to you guys and you allowed her to split that property, it then just became 2 residential properties. So it's no longer considered an RV or mobile home park. That's why she's coming back to you now, she has to request that Special Use Permit.

Vice Chairman Buhler: Okay.

Jessica Logreira, Applicant: Hello, I'm Jessica Logreira and this is Chris Slate we own the property that is being discussed right now. Traci mentioned, this property had mobile home/RV spaces and are only going to be using 2. The spaces were divided they had their concrete slab, they had the utilities, and sewage, and all of that. So, when we re-platted and sold it, we did not know that it cancelled it. At the Assessor's Office, we still had it under Petunia's Mobile Home Park. As soon as we found that out, we went to the City and asked what we needed to do to comply, so that's why we're here now. The spaces are 3 and I have photos here, if you'd like to see photos. RV parks across the country require the majority of the RV's to be self-sufficient, so they don't need to have bathroom. We are going to provide showers where the tubs are, each tub will have a shower. So that's why, because of the size and the small footprint, we are asking for a variance so we don't need to include a community building for laundry and bathroom because there are only 2 spaces, it's not really like a 10 space RV park or anything like that. We are already providing the showers in the tub area. We are in an RV park neighborhood, there are 2. There's the Glam Camp across the street from us, and then there's the Artesian on the other side, so they're on the road between Foch and Van Patten. So, we are not doing something new in the neighborhood. We hope to create an aesthetically pleasing environment on our property, and by upgrading our place, we will be improving the surrounding property value. We have the 2 semi-private spaces, each space is divided by fencing, including the hot springs tub that will have its own enclosure. Each RV space is over 3x the minimum size required by the code of ordinance in T or C. It's like 1,250 square feet per space, and we have over 4,000 square feet per space. We are decorating those spaces that are dividing the space with earthy tones so we can blend and use more of the natural environment, and we have pictures of that too. We have a picture of a mural as well.



Vice Chairman Buhler: Are you putting trailers in there, then?

Jessica Logreira, Applicant: No, it's for Short Term Rentals.

Vice Chairman Buhler: Someone will just park an RV in there?

Jessica Logreira, Applicant: Right, yeah.

Vice Chairman Buhler: So really, it's an RV park.

Jessica Logreira, Applicant: Yes.

Member Kent: So, you said short term, so you will not allow for long term. People cannot come live there for a year, 2 years?

Jessica Logreira, Applicant: No.

Member Kent: A couple nights, a week, 2 weeks maybe?

Jessica Logreira, Applicant: Yeah.

Member Kent: A question I have, when you applied for your well permit, did you apply for residential or a commercial permit?

Jessica Logreira, Applicant: I don't remember, that was over a year ago. I presented all the paperwork to the state in Las Cruces, and they approved it. The ownership papers probably say something there. We are R3.

Member Kent: Well that's not the designating factor, though.

Jessica Logreira, Applicant: We are commercial in the sense that we are not going to be renting people to come and soak for an hour, we are not doing that.

Member Kent: It's only for people there.

Jessica Logreira, Applicant: For the people that park there overnight.

Member Kent: In a slip.

Jessica Logreira, Applicant: Yes.

Member Kent: I understand, I'm just asking questions.

Vice Chairman Buhler: Not to single you out by any means, but you know, it is important that if you're going to have a business, that you have a commercial water right. That's what the hotels have. The Glam Camp, I'm not sure what they have. I don't think that they do have one. But I know that the State Engineer's Office should be contacted about this, and this falls on our city, not on you, I'm not saying what you're doing or what you would like to do is good or bad, I'm just saying that the city needs to find out about this because it is going to become more and more important to the hot water district.

Jessica Logreira, Applicant: Are we talking about the hot springs water or treated?

Vice Chairman Buhler: I'm talking about, the rule of thumb with a water right, is that you can have a well, and you can put 1 acre foot of water over your land, I think it's per year. If you have a water right, of course, you have hours. You have so many hours, so it's different for someone that has a water right or a commercial water right. It's different than a domestic well, there's a big difference.

Jessica Logreira, Applicant: When we did - our building is all commercial. We pay everything commercial. When we went to the state they gave us residential, they didn't give us commercial.

Vice Chairman Buhler: Right, it's a domestic well. So, it is something that the city is going to have to - I don't know how, but eventually, you know, they could shut everybody down. The well people down in Las Cruces, that's where our basin is. That's where our engineer, the state engineer, is for water rights, in Las Cruces.

Jessica Logreira, Applicant: I think I know what you're talking about, because when we applied for a second well we need to submit to the state again, and the city to get all the permits, and they said that based on the usage we had, we built a second well because we have a lot of sand and it gets clogged sometimes, and it's hard. We need to get Mauldin with the big rig to come and fix it. So based on the usage we had, we were not even 50% under the maximum, and they



said until we reach this much, then we will have to pay more. So, this is a different property, but it answers the question about the usage basically.

Vice Chairman Buhler: Well I do also have a question about the French drain, did an engineer design that for you, or how did you come up with a French drain for those hot tubs?

Chris Slate, Applicant: We had a contractor.

Member Kent: So you just dug a big hole and filled it with rocks, and the hot mineral water?

Jessica Logreira, Applicant: In the pictures you can see.

Vice Chairman Buhler: I have seen it.

Member Hammer: So basically, that French drain means that you're not putting water back into the sewer, you're not tying into the city sewer, you are putting it on your property and it either seeps back into the ground or it evaporates.

Jessica Logreira, Applicant: Yes, and the tubs are small, they're like 4x6 or something like that. Now, the other day we went when it rained a lot, we wanted to see what it looked like, because it's a lot of sand, so it either goes down or evaporates. I think it just goes down into the sand. That was rain.

Vice Chairman Buhler: Well if you get a permit, you know, we don't make the decision, the city makes the final decision. We just recommend. So, you would still go before the city with your plans of what you would like to do, you'll just get a recommendation basically, that we'll vote on from us today.

Member Kent: So, in terms of your request, the Variance Request, to not have to have a community center, I personally, if this were to be approved and go through, I'm okay with that, as long as you are strict with who you are renting to, that they are 100% self-contained, and that they're not living there for long periods of time. I lived in an RV for a while, and your water pipes and stuff are going to freeze at some point. It's hard to keep them not, so having a community room was very useful for us on certain mornings. But, it being so small, I guess that's not the biggest concern, and if people aren't going to be living there long-term, they can always pull out and leave if they need to.

Vice Chairman Buhler: Well it was residential. It was a permanent home or trailer that was in there before, correct?

Jessica Logreira, Applicant: Yeah, there were several, yes.

Member Hammer: Are there full hookups? So, water, sewer, and is it a 50 amp or a 30 amp on each?

Chris Slate, Applicant: 50 amp.

Member Hammer: So they have a way to get rid of blackwater safely, and greywater, and they're self-contained, so they have their own bathrooms. I guess, you'll have to enforce that somehow.

Jessica Logreira, Applicant: Yeah.

Member Hammer: I'm not sure, that'll be on your questionnaire or something?

Jessica Logreira, Applicant: Well we have rules no pets, no children, no more than the registered guests, and we keep those real straight?

Vice Chairman Buhler: You'd have an age, then, on the RV that would be put in there. Would you have an age on that? I know some of the RV Parks have that.

Jessica Logreira, Applicant: Yeah, on pets, because you don't know if you're going to have a barking dog.

Vice Chairman Buhler: And one other thing I want to mention to you all is that if someone has a lot and they want to put an RV on it, and live in it, they cannot do that. I know someone that has been told that they have to remove it, they cannot use it. So I think that needs to be stated at this meeting, that you can't live in T or C in an RV on your property.

Assistant City Manager Alvarez: Unless you're in an RV park.

Vice Chairman Buhler: Unless you're in an RV Park.

Jessica Logreira, Applicant: Yes, but it's not our intention. We aren't going for that, we don't want a long-term resident. We want short term and as we go through all the steps and get



approval, our next step is going to the city, getting the STR permit, as we have for our Airbnb, and pay monthly all the taxes, convention center, lodger's, all of that.

Vice Chairman Buhler: And you're not going to have a laundry facility?

Jessica Logreira, Applicant: That's why we're asking for the Variance, because it's only 2 spots so we don't want to have to build this building with laundry, bathrooms, and everything, for only 2 RV's at a time. People are not staying there for long.

Member Kent: I mean, the laundry, for me, is the least of my concerns, we have laundromats, or a laundromat.

Vice Chairman Buhler: 1.

Member Kent: Well there's 1 in Elephant Butte, so there's at least 2 in the area.

Jessica Logreira, Applicant: Williamsburg.

Member Kent: Maybe Williamsburg, anyways, they can pop over to a laundromat. But bathrooms are different, right, what happens if your pipes are frozen or whatever and there's no public bathrooms, it's hard to find bathrooms. So I see the need for it to some degree, but as long as it's stated and they know what they're dealing with, and there aren't people living there long-term, and they are able to leave if they have to leave, or get in their car and go somewhere if they have to, maybe, that's okay.

Jessica Logreira, Applicant: Yes. Self-contained.

Member Hammer: So I have a question between short-term and long-term. I think we need to kind of define what denotes long-term. Is it greater than 30 days? Is it 6 months? Is it 12 months? I think that's important because if we have somebody else come to the Planning & Zoning Board with a similar concept or idea, I think we need to have the definition of long-term.

Member Kent: I believe somewhere in all of these codes it does say that greater than 30 days is long-term.

Member Hammer: So that's what we're going by then.



Jessica Logreira, Applicant: I think it is because for short-term, if it's over 30 days, the tax break is different.

Member Hammer: I understand that, the Airbnb stuff, but it can get a little gray with RV's. "Well, we're coming down for the winter", you know, I have a lot of snow birds that stay at my Airbnb's, they want to stay for 3 months, and is that considered long-term? Yes, as far as our code goes. For Short Term Rentals, and that's in our Short Term Rental Ordinance as well, the 29 days.

Assistant City Manager Alvarez: For short-term, yeah, so I guess the gray area on that is per our municipal code, at an RV park, you can live in an RV park as a dwelling unit, full-time. That's allowed in our municipal code, and it's identified for recreational vehicle parks. So, her request is for a Special Use Permit as a recreational vehicle park. Now, she's telling you that she has no intent of those being full-timers there, and what the board has to do is to decide – I mean, that's what she's telling you she can do, and that's definitely her intent in everything that she's brought to me. This is a tourist, coming through, passing through, visiting T or C, like a normal RV park. If you wanted to get into the weeds of it, as a special use RV park, she could make a decision to allow them full-time.

Member Hammer: Or if you sold it, the future owner might go, "Oh, well it's in the code I can rent long-term." Right? Because they didn't ask for a Variance otherwise. Okay.

Chris Slate, Applicant: There's not a bathroom.

Vice Chairman Buhler: Well I'm sure there'll be a bathroom in the people that come to stay with you. They usually have one.

Vice Chairman Buhler: I know you guys have a nice building downtown, and you provided lots of good things for the community. I know you would probably do a good job with this.

Jessica Logreira, Applicant: Yeah, we're trying to make it look pretty.

Assistant City Manager Alvarez: So, Vice Chairman, if the board is all done with their discussion, then the next step would be to open up the public hearing for any proponents or opponents.

Vice Chairman Buhler: Thank you for coming forward and answering our questions as best you could. Chris Sisney.



Chris Sisney, Proponent: Hello, my name is Chris Sisney, and I want to inform everybody that the reason I recused myself from this topic is because I am the person that bought the 2 lots that they divided off from the original properties. Their properties, if we were coming out the – there's Foch, and there's Van Patten [intersecting Foch], so they've got [the Southeast spot of those intersecting streets], [in the northeast section is Glam Camp, next to that is Artesia], and over next to that is a property that has about 5 floaters on it, which are the county's that stayed down before they built this town. I think I'm the only one here that was sent a letter, as a neighbor, that's speaking. But I want to let everybody know that I think they're doing a fantastic job over there, and the only reason I recuse myself is because I bought the lot next to them, so I'm involved, that's my involvement in it. I hope that they are able to continue doing what they're doing because it's a nice-looking property, thank you.

City Manager Whitehead: Madam Chair, Mr. Sisney would need to excuse himself from the room before the board votes on this action, okay?

Vice Chairman Buhler: Okay, you'll have to leave the room, Chris.

Chairman Sisney excused himself from the room for voting.

Vice Chairman Buhler closed the public hearing.

Vice Chairman Buhler: In the matter before us, I guess we are ready to take a vote on whether to grant the Special Permit for the very small RV park.

Assistant City Manager Alvarez: As well as the Variance Request.

Vice Chairman Buhler: Yes, that follows the Variance Request.

Member Kent: I recommend that we approve it. I know they've said the intention is short-term, and I believe them, and that's all good. I don't know what to think down the road, if the property sells and it's designated as an RV park, and now it doesn't have the community center or room, whatever it's called, but I feel like that's a problem, hopefully, that doesn't ever come.

Assistant City Manager Alvarez: I will have to do a review, on a Variance Request, I don't believe it is transferrable once the property sells.

Member Kent: So if it sells, so if we approve this, and they don't build the community room/building, whatever it is, and they sell it...

Assistant City Manager Alvarez: The Variance doesn't go with the property.

Vice Chairman Buhler: That's good to hear.

Member Hammer: So the new owner would have to reapply if they wanted to continue the same business?

Assistant City Manager Alvarez: I think for the Special Use Permit, it potentially goes with the property, but the Variance doesn't go with the property, but I will have to clarify that in our code. I will email it.

Member Hammer: What is the Variance, the laundry room and bathroom?

Assistant City Manager Alvarez: The community building with the bathroom and laundry room.

Member Kent: So if a new person bought it, it would still be designated as an RV park, but to operate, they are not in compliance because there's no community building, so they would have to come get a Variance again?

Assistant City Manager Alvarez: Correct, or bring it to code.

Member Kent: Okay then we will deal with that later. I recommend that we approve this. I've seen the property, I have watched them develop it, they are doing a good job.

Vice Chairman Buhler: So we'll need a motion and a second, and a vote.

**Member Luchini made a motion to recommend approval to the City Commission for a Special Use Permit and Variance Request for 400-406 Van Patten. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.**

## **6. NEW BUSINESS:**

- a. Discussion/Action: Request for Extension of Variance 320 Marr.

Deputy Clerk Martinez: So as I discussed in the email to you guys, because it was already included in a previous packet, we did not include it in this packet.



Chairman Sisney: This is the one behind the Artesian?

Vice Chairman Buhler: Yes.

Chairman Sisney: Okay. Are they here?

Vice Chairman Buhler: No.

Member Kent: I feel like this wasn't that long ago, why are they requesting an extension?

Assistant City Manager Alvarez: The code is a little bit gray as the City Manager and I were looking it over. The way I read it was that an applicant would have 90 days, from the date of receiving the Variance, to get a building permit. Then, 180 days to start the build. That's kind of different from the way the City Manager read it, so we are looking for some clarification on that. But in the meantime, just to ensure that we are in compliance, we are bringing it back because it is just shortly after the 90-day period. As you guys know, you granted the Variance for the build of the small homes. I know we had conversations with the applicant and they were planning to be here, so I am really surprised they are not here. They were going to explain their reason for some of the delays and I think with the applicant not being here, what I'd like to request is for the P&Z board to table this item to see when they can attend the meeting, because I think it's important for you to hear directly from the applicants. I'll reach out to them and make sure they can attend the next meeting. I know one of the reasons they were experiencing delays were due to some health concerns, so I will have to follow up with them.

Chairman Sisney: Before we table it, would we like to have any discussion on it?

Vice Chairman Buhler: No.

Member Hammer: I guess I just don't understand why we can't just approve the extension. Is there additional information needed, or they just need more time?

Chairman Sisney: Things have changed since. From what I read in the packet, they are talking about removing buildings, stuff like that.

Member Hammer: Okay, that's different.

City Manager Whitehead: If I may, in my review of this, I don't think anything has changed on their position of what they are going to do. The concern that we both had is that in the code it

simply says that the Variance is good for 90 days, or they have 180 days to get a permit. That's the gray area. Traci brought it to my attention that they may be out of compliance. They may be expecting they had 180 days to get their building permit, which in that case, to me, that would be the ultimate deadline, 180 days. I know we discussed this when they came previously, and I did present that to the commission to say that they will need some time. 90 days is a short period of time to get the Variance and then go get a permit, and get all those steps completed. The options you would have today is A) to table the item. B) to grant the extension to be in compliance with our interpretation that 90 days, but it would never go past 180 days. If they aren't in compliance in 180 days with a permit, they would then have to come back. So they either need to do it today, or they need to do it in 180 days. But I don't think you could take into consideration any change in condition that they might have unless you think the 90 days is, in fact, the drop dead date for them to be in compliance. I don't know if that helps very much, but my opinion would be that we would show them some leniency, if you will, for the 180 days which is part of the code, because it definitely doesn't say you only have 90 days to be in here, or the Variance is cancelled.

Member Hammer: So would the extension be 30 days, 60 days, 90 days? How much time would they need?

City Manager Whitehead: If we're asking, I would ask it for the whole 90 days to be in compliance with that 180-day part of the code that says they have to have a building permit within 180 days. They either need to be building *or* have a permit within the time limit. That's as far as I would consider that we could go. And tabling the item is certainly okay as well.

Member Hammer: But that means they stop having to do any work, right, so it puts a delay back on them for 30 days? I agree that we should give them leniency, as long as nothing has changed. They're just asking for more time.

Assistant City Manager Alvarez: Correct. They still have to submit all of their stuff through Planning & Zoning. I haven't received that information yet. So, they haven't gone through our process yet.

Chairman Sisney: Thank you, would someone like to make a motion?

Vice Chairman Buhler: I make a motion that we table the Variance Request and Extension for 320 Marr.

Member Hammer: I'm sorry, just process, because I haven't done this before, if I oppose that motion, what is the process? Because I would like to grant an extension instead of table.

City Manager Whitehead: A motion to table would have to be acted on immediately by the Chairman, requires a second, if the motion does not receive a second, the motion to table would die due to lack of a second. But if the motion to table is made and seconded, the Chairman has to act on it immediately.

Chairman Sisney: Is there a second?

Member Kent: Sure, I'll second.

Chairman Sisney: Thank you. All those in favor to table the request?

Vice Chairman Buhler: Aye.

Chairman Sisney: Aye.

Member Luchini: Aye.

Member Hammer: Nay.

Chairman Sisney: There we are on that one. Thank you, everyone.

Deputy Clerk Martinez: What was your vote, Lisa?

Member Kent: Nay.

Member Kent: I think we need to figure this out, though, because here's the next one. Same matter. So we need to know this so we don't do this every Variance.

City Manager Whitehead: Correct.

**Vice Chairman Buhler made a motion to table the Request for Extension of Variance 320 Marr. Member Kent seconded the motion. Roll call vote was taken. Motion carried with a 3 to 2 vote**

**b. Discussion/Action: Request for Extension of Variance 1095 E Riverside.**

Assistant City Manager Alvarez: As you know, the Planning & Zoning and City Commission approved a variance for the bill at 1095 E Riverside. There has been some delays experienced by the applicant with proceeding with getting the building permit. They have gone through all the Zoning approval, and been approved with their building plans, but as far as obtaining the permit goes, there has been some delays. The applicant is here and is requesting an extension for Variance for his build.

Chairman Sisney: Let me clarify, Planning & Zoning did not approve this to pass. City Council did.

Assistant City manager: I apologize, you are correct. It was sent to City Commission and then approved at City Commission.

Chairman Sisney: There has been some things that I learned during the first time he was in here. This property, as it shows up on the city's plat, was never to be built on. How did we get around that?

Assistant City Manager Alvarez: That's information I haven't received, so I'm not quite sure what you're referring to.

Chairman Sisney: I can't remember how it came out, I do remember that it came out. It's in the minutes, I believe. I remember hearing that this was on the record as not to ever be built on because it's an odd lot.

Assistant City Manager Alvarez: I don't have any documentation that says that it can't be, and all of our approvals before somebody goes through the build, to get their construction, they go through County approval at the flood director's as well. I have nothing within the city code that tells me they cannot build on that property. I guess I would ask for directive with the city management on this, the request here is not having anything to do with the build. The build was approved and the request is for an extension of the Variance they received, that's what's being presented to the board.

Chairman Sisney: Right, however, it didn't pass through Planning & Zoning. I distinctly remember at some point that issue came up, that that was never considered a residential lot.

Assistant City Manager Alvarez: But I don't have anything that's been provided to me by anybody that says that, through the County or otherwise.



Chairman Sisney: Can we find it?

Vice Chairman Buhler: I want to bring something up, too, he has a for sale sign on it too.

Assistant City Manager Alvarez: So the applicant is here to be able to speak in regards to the property and his request.

Vice Chairman Buhler: Are you selling the property?

Ambrosio Saiz, Applicant: My name is Ambrosio Saiz, I am the owner of the property at 1095, and it is not for sale. I did consider selling it at one point, due to the fact that my neighbors, the ones that spoke a few minutes ago, have been giving me nothing but beef for trying to build this house on this property. It has been a lifelong dream of mine to live on a property that's surrounded by a river. I have designed and drawn, and I do have the drawings, for the build already. I did go through all the proper channels, and since I bought this piece of property, I have been faced with nothing but police officers coming and trying to get me to move off my property, I was told by [Ms. Logreira] that I couldn't park my RV there, that it was against code. Code Enforcement was out there, I followed every channel. I followed everything properly to get to my build. Now, I understand that you're sitting there saying that it's a non-conforming lot, but I did follow the proper channels, and I did investigate. I certainly can build a house on this property as long as I follow the proper channels.

Member Kent: The request has been approved, I don't see a problem with extending it an extra 90 days, for a max of 180, which we believe is the limit. So I recommend to approve the extension.

Chairman Sisney: I hope that we do not recommend to approve because I do not think this lot should be built on, and I think that it should be dually noted in our records that this lot shouldn't be built on because if you sell the property, you're probably going to sell it and tell people that it's been approved to be built on, when the property wasn't designed to be a residential spot, and it is way below all the ordinances for anything to be built on that lot.

Vice Chairman Buhler: I drove by 2 days ago and your for sale sign was still there.

Ambrosio Saiz, Applicant: I drove by it today and there's no sign there.

Member Kent: I mean, the point is we're not here discussing what he's building. It's been approved. Are we going to let him have an extra 90 days or not?



Chairman Sisney: The fact that it wasn't approve by this board, and then it was approved by City Council leads me to feel that we have unfinished business here, and I'd like to find it on the city maps, that lot, and see the description of it, because from what I remember, it was marked as a lot not to be built on. Not a resident's lot, it was an access point so people across the street could get to the river. That's the purpose of that property.

Ambrosio Saiz, Applicant: Can I say something? There is a 10 foot easement located in that area right there, that is adjacent to my property. That could be used as access [to the river], this property is marked residential on the city maps.

Chairman Sisney: It's in a residential area. It wasn't marked as a residential. From my understanding, and I can't prove this, okay, but I did see it, and I'd like us to find that.

Ambrosio Saiz, Applicant: My question is, why would the realtor take it under his belt, and if he knew that this property wasn't able to be sold as a residential lot and to be built on, I purchased it from a realtor.

Chairman Sisney: Right.

Ambrosio Saiz, Applicant: I was not informed that this was a lot –

Chairman Sisney: That's why I want to get this very clear, so that it doesn't happen to the next person that buys this lot; that they buy something they can't build on.

Ambrosio Saiz, Applicant: So I'll be stuck with it? But I can't build anything on it?

Chairman Sisney: Yeah, you'll be stuck with it, because when you bought it, it was marked as a lot that was not to be built on. You came in for a Variance, and we did not approve it. It got approved through City Council, and now you're back again because it hasn't happened yet, and we do know that you were trying to sell the property.

Ambrosio Saiz, Applicant: I was trying to sell the property because I got angry with the neighbors because they were dumping trash in my property as they built this wall and fence that goes down into the water, which is against the law. You know, I'm at wit's end with you guys, man. I really am, I want to build a house here. I'm a good person.

Chairman Sisney: I understand that, but you have to get a Variance.



Ambrosio Saiz, Applicant: Yeah, you have my Variance, it's been approved.

Chairman Sisney: That's not a lot that you can build on, and it was stated...

Ambrosio Saiz, Applicant: Well I was not informed about it last time, sir? I was not informed of it.

Member Kent: Would that even pull up in a title search? At the time of purchase, there's all a title search.

Vice Chairman Buhler: Did you have a title search?

Ambrosio Saiz, Applicant: Yes I did.

Member Kent: Wouldn't that have come up in the title search if the title company did their due diligence?

City Manager Whitehead: I would want to believe that that would be the case.

Member Hammer: That it's either buildable or non-buildable. There should be some language in there.

City Manager Whitehead: I would think if the title insurance company would have found any issues with the property, they would have disclosed that to the realtor and to the potential owner, because they potentially would not have been able to issue a title policy. If there's a title policy, you could assume, then, that everything with the title would be in order. But again, it's not necessarily this board's condition or responsibility to decide whether or not the title is in good order, that's between the property owner, their title insurance, the realtor, and the person that sold the property.

Chairman Sisney: But the reason that we're here is because you're asking for a Variance to build on a lot that does not meet the requirements to have anything built on it. So that's what we're doing here, I'd like to see proof that this has changed from a non-conforming lot to a residential lot. I'd like to see proof of that.

City Manager Whitehead: Mr. Chairman, I would still, with due respect, again, the City Commission is dually elected, it is their obligation and their right to take the advice from this



council, this committee, and it is their right to make a different opinion and a different decision. Their decision is ultimately the decision that conveys here. Again, with due respect, the issue here today is that per the code, Traci, our P&Z Director, noticed that both of those permits that you've seen have not been ready to build within that 90 days within the code. That is, again, the only request that you're being asked here, is to grant an extension, and forward that extension request, whether you vote no, if you vote 2-2, if you vote 1-4, it still has to go before the Commission to continue to grant the timing. So, to re-litigate the issue, I think, is not relevant, and I think it would not be consistent with the way we would want to interact within the code. That would be my opinion as the manager, that the action has been taken, the Commission has made a decision, we've simply come to a time constraint, one that is confusing within the code, and your decision here today is, do we grant a continued time or not? It's really a black and white issue in question.

**Member Hammer:** So what happens if we don't for whatever reason?

**City Manager Whitehead:** The question would still be required to appear on the next Commission agenda, and we would say that we received no input or feedback from the Planning & Zoning Commission.

**Member Hammer:** And they would vote on it again?

**City Manager Whitehead:** Yes. The Commission would then make the decision on their own.

**Member Hammer:** To extend?

**City Manager Whitehead:** To extend or not to extend.

**Member Hammer:** So we're just making a recommendation?

**City Manager Whitehead:** Again, all your actions here are primarily recommendations of the community and the community's opinion on what should happen. This debate could have happened at the last one, but not for this one.

**Member Kent made a motion to recommend approval to the City Commission for Request for Extension of Variance 1095 E Riverside. Member Hammer seconded the motion. Roll call vote was taken. Motion carried with Chairman Sisney and Member Luchini opposed. Motion carried on a 3-2 vote.**



- c. Discussion/Action: Re-Appointment of member Lisa Kent.

**Chairman Sisney made a motion to recommend approval to the City Commission for Re-Appointment of member Lisa Kent. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.**

- d. Discussion/Action: Re-organization of Chairman and Vice-Chairman.

Chairman Sisney: I don't know what that means.

Deputy Clerk Martinez: So since Lisa's term was up and you guys reappointed her, now we do the re-organization, you can keep it the same if you want, or you can do the re-organization, and it's just who serves as the Chair and who serves as the Vice Chair for the board.

Member Kent: Is that something that's required every time somebody's appointed or reappointed?

Deputy Clerk Martinez: Yes.

Vice Chairman Buhler: I'd like to keep it the same, but if anybody else wants my position, they're welcome to it.

**Vice Chairman Buhler made a motion to recommend approval to the City Commission to keep the current positions the same. Chairman Sisney seconded the motion. Roll call vote was taken. Motion carried unanimously.**

Chris Sisney: That's all the new business. Oh, I'm sorry we do still have some business to get to.

Vice Chairman Buhler: Mr. Valentine

Deputy Clerk Martinez: So are you wanting to do that as a report from the board? Because you do have your workshop.

Chairman Sisney: We're not ready for the workshop because at the last meeting, we agreed that we were going to revisit this and if certain items were met, then we would revisit it. However, it appears that it was approved without us getting a chance to discuss it. I'm curious how that happened.

Member Hammer: So the permit was issued, is that correct?

City Manager Whitehead: That's correct. We will just do this under reports, just to be courteous, as well. When the City Commission met and listened to your presentation, the Code Enforcement Officer indicated that the permit was, in fact, in order the way it was. The permit would only be allowed to survive for 1 year, it has to be renewed on an annual basis. So the Commission felt that because the neighbor had agreed to move, and the opponent said if they moved then everything was okay, the Commission said they'd just grant the permit for the whole year. That was the action the Commission took.

Member Hammer: So why was the issue even presented to the Commission when our directive was, come back in a month, let's make sure everybody's happy here, make sure that the permit applicant moved per the owner's issues with what was going on, then we would decide and make the recommendation then, it seems like something got missed there.

City Manager Whitehead: I think what got missed, and Traci presented it exactly as you guys described it the way it was presented, but from the Code Enforcement side, their position was, they did not need to request a Variance because they were totally in compliance with the code. Where it's at, it's in compliance, so they wouldn't have to be here to ask for a Variance. With that, and knowing that the permit requires an annual renewal, knowing those 2 things, the Commission said, "Why don't we just approve the permit." That was their decision, that was the conversation amongst the Commissioners, is if it's already in compliance, we couldn't add a stipulation to it, so we would approve it. If it's not built, if it's not correct, it's going to end in a year anyway, they'd have to re-do it every year. Just to be forward-thinking.

Member Hammer: So can Mr. Valentine put in a complaint about another ordinance that they are missing? Noise, smells, and then have something done?

City Manager Whitehead: Absolutely.

Member Hammer: Because I just don't think that's fair to Mr. Valentine when we made the promise, he was willing to approve it, and go forward with supporting it, if it was moved from below his living room window, and that didn't happen. So I don't think it's fair for the applicant to get another year without making any changes to make sure the neighbor...

Scott Valentine: I took down my fence?

Member Hammer: Yeah. If he has recourse to make sure that happens, that's what I would like to see. Whether it's another ordinance or not, I just feel like that's fair.

Deputy Clerk Martinez: So to answer that, he can go to the Clerk's office and file for an appeal. He has 30 days from when the permit was issued to file an appeal.

Member Hammer: When was it issued? Does he have 2 weeks? When was it?

Deputy Clerk Martinez: The 25<sup>th</sup>.

Assistant City Manager Alvarez: The 25<sup>th</sup> of June is when the City Commission approved it.

Member Hammer: So he has a week to file an appeal with the Clerk's office.

Vice Chairman Buhler: I'd like to add, too, that both parties, the other party agreed to do all these things here, and that's why we went the route we did.

Assistant City Manager Alvarez: I would definitely recommend that the board take the time out to go on to the City Commission meeting minutes that are posted for the June 25<sup>th</sup> meeting, and read them over. It was presented as you guys requested, as a temporary permit.

Member Hammer: For a year, though?

Assistant City Manager Alvarez: No, when I presented it, it was presented as a temporary and to come back in a month, is how I presented it to our City Commission.

Member Hammer: But that didn't happen. It is a year-long permit.

Assistant City Manager Alvarez: Correct. The City Commission made a determination to grant the kennel permit as it stood, as the full year.

Chairman Sisney: I have a question, Ms. Alvarez. Was Mr. Valentine notified that it was going before the City Council?

Assistant City Manager Alvarez: Yeah, he would have been notified. I know at the special hearing here, we notify the people –

Chairman Sisney: Right, but he thought he was getting a chance to come back. He didn't get a chance to come back, was he notified that it was coming up at City Council last week?

Deputy Clerk Martinez: Yes.

Assistant City Manager Alvarez: It wasn't at City Council last week. So, we didn't know until we went to the City Commission on June 25<sup>th</sup> that the Commission was going to make a determination to not have it come back to you guys.

Member Luchini: So they made the final decision, they totally ignored our recommendation and made their own decision without –

Member Hammer: We didn't even make a recommendation. We needed more time.

Member Kent: But we also didn't have to...

Assistant City Manager Alvarez: They had the minutes from your meeting, which are verbatim minutes, so they were able to review, and I can tell you that that was referenced by the Mayor, one of the Commissioners, he thoroughly read the minutes, and read what the presentation as to you guys, both from the proponent as the applicant, and Code Enforcement.

Vice Chairman Buhler: Yeah, because he would have complained, he would have stood up and said "I'm not for this." If he would have known that it was going to be approved.

Member Kent: So it sounds like –

Chairman Sisney: Let me ask a question, excuse me guys, Mr. Valentine, did you know that this came up before the City Council last month?

Scott Valentine: I was told at your meeting on June 10<sup>th</sup> that he had until the 14<sup>th</sup> to move the kennels. We agreed that if I moved the fence, he would move the kennels to the back, and it would be fine, that I wouldn't oppose.

Chairman Sisney: Right, but they didn't contact you and tell you that they were going to go ahead and decide this before now, today, which was the day we were supposed to discuss this?

Scott Valentine: Yes.

Chairman Sisney: Okay.

Member Kent: So, you need to go file, what is it, an appeal? Like, tomorrow.



Scott Valentine: Okay. I also want to say, for the record, There is an ordinance that allows for 4 pets.

Chairman Sisney: Mr. Valentine, let me correct you on that. That's not good information, it's 6.

Scott Valentine: Okay, 6. Any combination of dog or cat.

City Manager Whitehead: It's 7.

Deputy Clerk Martinez: It's a kennel permit.

Scott Valentine: I'm not talking about a Kennel Permit, I'm talking about an ordinance.

Deputy Clerk Martinez: But that's what he was granted, he was granted a Kennel Permit.

Scott Valentine: Now there's 8 dogs next door to me. The ordinance states - There's a reason for the ordinance. That's why I am opposed, because I am having to deal with all this stench, the dog dirt, noise, and I mean, I can't open my windows for crying out loud.

Member Hammer: Mr. Valentine, go file an appeal. Let's take next steps, because I think that's the protocol here.

Scott Valentine: Yeah, thank you. I'm taking up everybody's time. But I have been inconvenienced.

Chairman Sisney: Thank you for showing up today.

Scott Valentine: My house that I live in, eat in, whatever, I can't sell right now.

Chairman Sisney: Thank you, sir, thank you for coming to the meeting. Okay, that concludes new business. The rest of the meeting is going to be a workshop and discussion on Tiny Homes, ADU's, and Short-Term Rentals, so if you're not interested in that, that's what we're doing at this point.

Vice Chairman Buhler: I have to leave at 6.

Member Kent: I do too. I was supposed to leave before 6, but...

Member Hammer: Could we table the tiny home for next time, and start on the Airbnb? I did a pretty considerable amount of preparation for this.

Chairman Sisney: We're going to table the tiny homes and move on to Short-Term rentals.

## **7. WORKSHOP:**

- a. Tiny Home/ADU:
- b. Short-Term Rentals:

Member Hammer: So, in our packets, I provided a position paper that is not on the slide deck that just talks about the general benefits of Airbnb's in small towns. So, I'm not going to go over that because it's in your packet and you can read it. It's pretty straightforward. What I wanted to do was, I put together some statistics because I think there's a general feeling that Airbnb's are taking over the world and small towns, and they're pushing people out. Rentals and stuff, and I think that's true for some locations. I'm seeing it on social media in this town, "Oh, Airbnb's are just taking over." I really like making decisions on data and facts, so I went to the Sierra County Assessor, the Housing Authority, and also Airbnb, I finally got somebody on the phone from Airbnb last Thursday, I can talk about that part later, but he was able to confirm some numbers for me. So, I just wanted to kind of go over some statistics to I guess explain my position on Airbnb's and whether or not they're taking over the town. That's the problem statement, right? We have too many Airbnb's and I want to dispel or provide some data to help us navigate that. So, I had Michael Hustin and his assistant give me some information from the Assessor, and in the town of T or C, it's not Elephant Butte, it's not Williamsburg, it's not Sierra County, in the town of T or C, there are 4,700 livable dwellings. That is comprised of single family, mobile homes, multi-family, and then the Housing Authority is separate. I confirmed with the Housing Authority there are 268 doors. I don't know how many people are living in each one, we don't have that. The multi-family, he didn't have a breakdown of how many duplexes, how many triplexes, and how many apartments in an apartment building. What I did, when I'm doing these calculations, I just use a multiplier by 3 of 162 units, because it's rough, and it's not exact science, but I know there's 54 multi-families, I multiplied that times 3, there's probably more, but I think that's conservative and it gives us a number to work with. This is just the same data in a different format, just a funnel chart. I like visuals. I also wanted to point out that we have a lot of subsidized housing here in T or C and it's comprised of the Housing Authority, which is the city-owned and run apartments, and then there's about 168 dwellings that are Section 8 or voucher-based that are owned privately by different landlords across town. So, there's a total of 435 units of subsidized housing in T or C. Which, looking at the 4700 number, that's about 9.2% of our total available housing, and it's about 15% of our population if we take 6,000. Please correct me if you see a number that's really out of whack, that you

have different data on, I just kind of put this together on data that I had gathered. Any questions so far? No? Okay. So, when I spoke with the Airbnb representative last Thursday, he confirmed that there are 109 Airbnb's in the city. That's not Sierra County, that's not Elephant Butte, in T or C. I would go to look, and there's like 149, 179, and it was really hard to get that number. So, he broke it down into 3 categories. Let me start down here. I'm going to go here because this has my numbers. 20% of Airbnb's of the 109 number, are businesses like the Hoozier, Glamp Camp, they've already got a hotel license, and they're doing both. They have a website for direct bookings and they're doing Airbnb. So, I'm not including that in my next numbers because they're already doing business with the city in a different way. They're just including the platform of Airbnb to get more business. Then, the other 40%, it was divided 40 and 40, the 40% is a person's primary home and they're renting out a room, or it's just part-time, but it's not a dedicated yearly around Airbnb. That's what he told me. I'm not exactly sure how he derived this, but that's what he shared with me. So, about 40% or 44 units, are dedicated Airbnb. Based on those numbers, so I'm taking out the hotel type units, and I'm just saying, dedicated and non-dedicated. So there's about 88, I'm taking that number and distilling it down. So, if I divide that by the number of housing units that are available in town, and again, I don't know ownership versus rentals, I don't have that number, I don't even know where to find that, like how many are just dedicated rentals in general. I would like that level of granularity, but I don't even know how I would get that information. What it came down to is 1% of units in the city are dedicated Airbnb's and then 1% non-dedicated, which basically means that the owner lives on-site or they're just doing it part-time. I feel like that's kind of under the danger zone for us, as far as saturation. Getting out of the theory that Airbnb is just taking over the rental market, because I just don't think the data is pointing in that way. It's good to keep an eye on it, it is important to support local residents and long-term rentals, but those are the numbers today. Any questions on that date? Okay. This is something that I'm sure the city's really interested in, the registered versus non-registered, and I'm taking it out of the 109 number. Sorry, the 88, I'm not including the hotels. So, we've got about 67% unregistered Airbnb's in the city of T or C based on the list I got from Angela. She gave me a list and there are about 29 registered. We have an opportunity to enforce compliance for Airbnb's. I want to talk about that in a minute, and Airbnb will help us with that. They can send emails to everybody in the city if we wanted to work on some kind of campaign to get their attention. He also confirmed, this is the stuff I wanted to know, how much money, how much revenue are we bringing into town. From January 2023 to March 2025, Lodger's tax is 126, and 240 on the gross receipts. That's over 27 months, so we are bringing revenue in town besides the re-investment into the city, hiring housecleaners, hiring HVAC, I am supporting local HVAC people and contractors, they're working on my houses, so we're keeping that money in town, and I think that's important to consider. So, the summary here, I don't need to read this, you can, it just summarized everything I just said, the main key points that I wanted to make. These are my

conclusions, I feel like less than 1% are dedicated Airbnb's, I don't feel like we're in the danger zone. He even said, if you were at 3%-5%, that's when things start getting, that's when you need to start paying attention to it, maybe do some more restrictions. I'm sure Chris will agree with me here, we have seen a lot of Airbnb's and from a host's point of view, I'm feeling it. I feel my bookings have gone down in the last 3 years, and everybody I talk to kind of feels the same because there is a glut of Airbnb's, the supply is not matching the demand. I feel like that will start weeding out and filtering out naturally, when you're not making money, you're probably going to go into a different market long-term, or you'll sell. I think there will be a natural attrition. Also, enforcing compliance, I think you'll probably get some people who will drop out, they don't want to deal with it. Through better or worse, you'll get that. With the registration, I want to be careful of this because I don't just want the city to start banging on doors, saying they need to comply. I think there's a nice way of doing this, getting people on board, getting excited about it. Some education, like here's where your lodger's tax goes, we're actually trying to pull in more business into town. The other thing is, and I know we've talked about this ad nauseam, really for the last 3 years, I really would love to have Airbnb and VRBO collect and submit all taxes, because they're not. Airbnb is collecting gross receipts tax, and lodger's tax, but they're not collecting the 1%. Administratively, it's a big pain for a host to have to collect that, and then go write a check for \$10 every month. I just think that if we can get that to be collected by those platforms, it also levels the playing field. So, when a guest goes in and looks around for different reservations, the tax is being collected across the board the same, because it's not now. It's just a barrier to entry, you know, let's encourage people to sign up, register as business with the city, and pay for the Short-Term Rental license. "But, hey, we've got the tax part taken care of, you don't have to do that." and I think that will encourage more people to sign up. Any questions?

Chairman Sisney: So is Airbnb collecting those fees now but on the unregistered people, what's the difference if they're registered or not?

Member Hammer: Yes. So, I have a spreadsheet that shows what VRBO and what Airbnb are collecting and remitting on every reservation or not. Gross receipts is being collected on every reservation no matter if you're registered or not. Lodger's tax is being collected and remitted on every reservation for Airbnb whether you're registered or not. Convention tax is voluntary. Then, VRBO, which is about 20% of my business, obviously none of this is VRBO stats, so there's more. But I think if you're registered for Airbnb, you're also on VRBO, or the opposite way. I don't know of many people who are just doing VRBO instead of Airbnb, they're doing both. So, VRBO, they're collecting and remitting gross receipts on every reservation whether you're registered or not. They are not collecting and remitting lodger's tax and convention tax. My next initiative is to try to get someone on the phone within VRBO so we can try to work with



the city and get a voluntary collection agreement that they collect and submit it on everybody. Because we're leaving money on the table, the city, that also just enforces compliance, it also levels the playing field for hosts, because every reservation will have those line items, instead of some do and some don't. Some people see the taxes and some don't. Does that answer your question?

Chairman Sisney: Yes, thank you.

Assistant City Manager Alvarez: Very nice information, thank you.

Chairman Sisney: Thank you, Molly Hammer. I'd like to make a statement for the record, whether there will be a the record or not, I've been on this board for years and I was not doing Airbnb when I joined this committee, so I'm not here because of that. That came later on, but you know how people talk.

#### **8. REPORTS FROM THE BOARD: None**

#### **9. REPORTS FROM STAFF:**

City Manager Whitehead: I would just say thank you guys. I know it's a difficult day, this was a long meeting, several hours, but just reminding you, Mr. Chair, trying to get you and Traci to be together, so on days that maybe it's a long meeting and you have lots of stuff, maybe workshop isn't on the agenda. She and I talked a little bit about that, the workshop is really here for us, for you guys to use to be respectful of your time and those kinds of things. Not really looking to have special meetings all the time for you either. But if you have a full agenda like today, I ask Traci to say to the Chair, "Hey let's just do the workshop next time and get through our business so you guys are reasonably out of here." We'll get better at this, and let me just conclude by saying there was a lot of information, I make notes, I hear everything, I'm listening. It's a challenge, I want to be fair to you to not sound like it's overwhelming, it's just a bunch. And it'll take a minute to really turn the ship. Even the Variance timing thing, that probably has never come up, where you all the sudden go, "Uh oh what does that code really say?" and I think those are just things we will have to note and fix. We'll continue to look at all those issues that were discussed here today, I assure you.

Chairman Sisney: We appreciate you working with us.

Member Hammer: I'm sorry, I have one more important topic with regards to Airbnb stays, long-term and short-term. It's in the packet. In our ordinance, we enforce taxes to be collected on stays over 29 days unless there's a lease agreement that happens. The problem with that is when somebody comes to me through Airbnb and VRBO, I can't just take them offline, and say we won't have to go through Airbnb and VRBO. What's happening is VRBO and Airbnb are automatically putting Lodger's tax and all the taxes on that reservation for stays longer than 29 days. No one else in the state does this, so I don't know how this got approved or why it was written, but I will get in trouble as a host if I say, "Hey, contact me offline, we'll just take this offline." They will shut me down, Airbnb and VRBO, they don't like that, because it's business for them, so I don't really have the opportunity to create a lease agreement with this person. Technically, it's impossible to do, if the lead comes through Airbnb or VRBO, and I'm on Furnished Finder too, so I can find that offline, that's no problem. But at some point I want to revisit that language in the code because that's what VRBO is doing because they're reading our code, and they're just slapping on that tax automatically, and I just don't think that's fair for long-term. It makes it cost-prohibitive, it's another 15% on their reservation, and it's expensive if they want to stay 3 months, and I want to encourage people to stay long-term. Anyway, I just want to make sure, if we don't discuss it today, I would like that changed as a host.

City Manager Whitehead: Sure.

Vice Chairman Buhler: Good job, Molly.

Member Kent: You know, the whole long meeting thing, we need to timebox these. I just missed an appointment, so you know. Being here 2 hours doesn't really work.

Assistant City Manager Alvarez: I will give the board a heads-up, I know we have at least 2 and possibly 3 or 4 public hearings that will be on the next meeting.

Member Kent: So definitely no workshopping.

Chairman Sisney: If you can let me know before the meeting that someone has a time constraint-

Member Kent: I always do every Monday. I need to be somewhere at 6:00.

Chairman Sisney: Oh, okay. That's good to know.

Member Kent: That's what I'm saying, it would be really nice if these meetings could not go, I mean if we could be done at 5-6 I can run.

Chairman Sisney: You can also leave, I mean we handled everything.

Member Kent: At this point I could have, but then, we've all been here a long time too.

Vice Chairman Buhler: If someone has to excuse themselves, that should never be a problem, we still have enough people to-

Member Kent: Next time I'll walk out.

#### **10. ADJOURNMENT:**

**Chairman Sisney adjourned the meeting at 6:08pm**

**PASSED AND APPROVED ON THIS 11<sup>th</sup> DAY OF AUGUST, 2025.**

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Chris Sisney, Chairman  
Planning & Zoning Board



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

*Agenda Item #: H.2*

**SUBJECT:** Discussion/Action - Request for Extension of Variance 1095 E Riverside

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** August 7, 2025

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

***Summary/Background:***

Request for an extension of the approved variance for 1095 E Riverside was heard at the Planning and Zoning Commission Meeting on 7-14-2025. P & Z Commission motioned to recommend approval by 3/2 vote.

***Recommendation:***

Consider the recommendation from the Planning and Zoning Commission for the request for extension of the variance.

***Attachments:***

- Planning and Zoning Packet from 7-14-2025
- Draft P & Z Minutes – applicable section highlighted in yellow

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

[Click here to enter text.](#)

***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. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-13-25





**CITY OF TRUTH OR CONSEQUENCES**  
PLANNING AND ZONING COMMISSION ACTION FORM  
DATE: 7-14-2025

**ITEM: Discussion/Action – Request for Extension of Variance 1095 E Riverside**

**BACKGROUND:** Public Hearing and request for a variance pertaining to development standards for minimum setbacks was heard by the Planning and Zoning Commission 12-9. The vote was split 2/2 and board recommended to send to City Commission for decision with further information required. Request was submitted to City Commission on 12-18-2024 with all requested documentation. City Commission approved the request for a variance at 1095 E Riverside St. at their meeting on 12-18-2024 to allow for development of the lot as presented. (applicable section of City Commission Meeting Minutes for 12-18-2024 included). Section 11-5-5 Variance subsection D allows for the Planning and Zoning Commission to grant an extension.

The applicant has experienced delays and would like to request an extension of time for the development of the property. They have kept in contact with the City and the item was placed on the agenda within a timeframe designated by City Staff.

**SUPPORT INFORMATION:**

Planning and Zoning and City Commission Agenda documents item is available on request (52 pages) or can be viewed on the City website [https://www.torcnm.org/government/agendas\\_and\\_minutes.php](https://www.torcnm.org/government/agendas_and_minutes.php) under the Commission Meeting date of 12-18-2024

|                                                                      |                          |  |
|----------------------------------------------------------------------|--------------------------|--|
| Name of Drafter: Traci Alvarez                                       | : Assistant City Manager |  |
| E-mail: <a href="mailto:talvarez@torcnm.org">talvarez@torcnm.org</a> | Phone: 575-894-6673      |  |

CITY COMMISSION DECEMBER 18, 2024 REGULAR MEETING MINUTES

Commissioner Mitchell: I was looking at the score sheets and I noticed that one of the companies were only 12 points behind this. Was there a difference in price for each one of those proposals, or was it going by scoring alone?

Assistant City Manager Alvarez: The price was not considered. It is not allowed in CDGB. It's by qualification only.

**Commissioner Mitchell made a motion to Award RFP 23/24-009 and execute agreement between City of Truth or Consequences and Wilson & Co. for the City of Truth or Consequences Comprehensive Plan Update funded by CDBG. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**3. Discussion/Action: Legal Services Agreement between the City of T or C and Modrall, Sperling, Roehl, Harris & Sisk, P.A., Attorney at Law.**

Assistant City Manager Alvarez: This is a standard legal services agreement with Modrall, Sperling, Roehl, Harris & Sisk, P.A., Attorney at Law. Chris is the one who does all of our bond stuff for USDA. This one is specific to the upcoming WISP 2 project that we are going through the process of. USDA requires a legal services agreement to be executed. The cost for his services are paid for out of the USDA grant/loan.

**Commissioner Fahl made a motion to approve the Legal Services Agreement between the City of T or C and Modrall, Sperling, Roehl, Harris & Sisk, P.A., Attorney at Law. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**4. Discussion/Action: Aging and Long-Term Services Department Appropriation Grant Agreements A241-2021 and A241-2022 for SJOA Vehicle Purchases.**

**Item was removed from the agenda.**

**5. Discussion/Action: Variance Request at 1095 E. Riverside.**

Assistant City Manager Alvarez: This item went before the Planning & Zoning Commission on December 9, 2024. The applicant is requesting a variance for the setbacks for front, rear, and one side setback. The property is located in the riverside residential zone. We did have a public hearing. There were 5 opponents and 1 proponent which was the applicant, who attended the meeting. We had a motion made to deny, but the motion died for the lack of a second. After further discussion ensued, the members

## CITY COMMISSION DECEMBER 18, 2024 REGULAR MEETING MINUTES

made another motion to deny, and it was seconded. The vote was then split 2-2. At that time, they recommended to send it to the Commission for further discussion and they asked that I update you on services pertaining to our water, sewer, electric, and fire. I reached out to all services and Fire Chief Tooley reviewed the location and the drawing that you have in your packet and he approved it. Water and sewer is available and can be tapped into and electric as well. There were no concerns. Our Code Enforcement Officer had been out there before with some complaints that came in. There was a reference made during the meeting that a neighbor has some concerns pertaining to a fire if additional electric was put in so Bo is here to answer any of those questions.

City Attorney Rubin: The Planning & Zoning Commission already had the Battershell public hearing on this and that meant that every witness was given the opportunity to testify. They were put under oath and the Planning & Zoning Commission did ask them a lot of questions and they got some great information. You really aren't required to take any additional testimony because the process was already done through the Planning & Zoning level.

Mayor Hechler: I think when we all got our packets we should have read the minutes. They were pretty extensive and a lot of good questions were asked so I think everything was covered pretty well, but since we did not allow public comment for these folks to speak, I want to allow it after we hear from our city officials.

Tyler Knull, Code Enforcement Officer: At the start of the complaints that I received at this property months ago, we were called to violations of a noise ordinance for generators, parking, setback requirements for people staying in their RV and the RV being too close to the fence line. On our arrival we didn't see any parking violations. It's a public street and you are allowed to park on the street. There is no requirement saying that you can't park in front of someone's house. Blocking someone's driveway could be a violation, but we didn't see any violations with that. The RV was kind of close to the fence line, but there are no requirements for that. As far as the generator, the Police Officers on the night shift never received any actual violations for the noise. They didn't hear anything that concerned them that was a nuisance.

Mayor Hechler: Ms. Alvarez, would you please discuss some of the setback requirements and what the concerns may be in regards to that.

Assistant City Manager Alvarez: For a little bit of background information, the applicant had this property and comes in from out of town on occasion with his RV and was camping for a weekend. They were not living in it or using it as a dwelling full time. Because our Municipal Code is a little bit vague when it comes to somebody coming in and putting it on their property to camp, it was difficult to find a technical violation because they were not living in it full time. Given the complaints, the applicant opted to instead put a tiny home on the property because he enjoys coming to this town. In order to meet the requirements for the square footage of the house. If you look at the very last site plan in the agenda packet, it is an updated and revised plan that the Planning & Zoning Commission did have in front of them. On front porch section he should be setback 25ft.

CITY COMMISSION DECEMBER 18, 2024 REGULAR MEETING MINUTES

so he doesn't quite meet the setbacks from the property line in one corner section and in the main part as well. There is a 5 ft. setback required on the sides. On one side he does meet 5ft. setback and on the other side he doesn't meet the 5 ft. setback, but there is a 10 ft. utility easement on the other side of the property that is a city utility easement so there should not be any permanent structure over on that other side within our city easement. Because he can't meet the front and the side setbacks, he does have to request a variance through the code. We did send out certified letters to everybody within that area, and that also included our Bureau of Reclamation. Brent Tanzy did call me. He was provided all of this information and he didn't have any concerns on the river side.

Mayor Pro-Tem Forrister: So, this is only for putting a tiny home on the property and not regarding the RV that they currently own. They are trying to make it easier for everybody so they are not staying in the RV?

Assistant City Manager Alvarez: Correct.

Mayor Hechler: Does that mean that the neighbor cannot build anything on this utility easement that is permanent in nature? They can store things there but it can't be permanent.

Assistant City Manager Alvarez: Correct.

Mayor Hechler: So, this person's building is not going to interfere with the neighbors being able to build at all.

Assistant City Manager Alvarez: Correct.

The Commission allowed applicant Ambrosio Saiz and opponents Nanetta Landry and Vicki Sorg to give testimony as they did at the December 9, 2024, Planning & Zoning Meeting. (Planning & Zoning testimony reference attached hereto and made a part hereof).

Discussion ensued between the Commission and Opponents and Proponents.

**Mayor Pro-Tem Forrister made a motion to approve the Variance Request at 1095 E. Riverside. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

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

**Motion carried with a 4-1 vote.**





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

*Agenda Item #: I.5*

**SUBJECT:** Discussion/Action – Variance Request 1095 E Riverside

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** December 3, 2024

**SUBMITTED BY:** Traci Alvarez

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

### **Summary/Background:**

Applicant is requesting a variance from Sec. 11-14-2. - Standards For Districts. Applicant has a non-conforming lot and cannot meet the minimum front setback, rear setback, and side setback. Property is located in the RR-1 (Riverside Residential Zone). Public Hearing was held at the P & Z Meeting on 12-9. 5 opponents, 1 proponent (applicant). Member Buhler made a motion to deny request. Motion died for lack of second. More discussion ensued between board members, Member Buhler made another motion to deny, Chairman Sisney seconded the motion. Vote was split 2/2. Recommendation to send to Commission for decision with further information provided pertaining to WA/SW/EL and Fire comments. All utilities and fire have been approved.

### **Recommendation:**

### **Attachments:**

- P&Z Packet
- Updated Dwelling Site Plan – (presented to P & Z during meeting)

### **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 12-18-24



**CITY OF TRUTH OR CONSEQUENCES**  
PLANNING AND ZONING COMMISSION ACTION FORM  
DATE: 12-9-2024

**ITEM:** Public Hearing/Discussion/Action:

Variance request at 1095 E Riverside. Applicant is requesting a variance from Sec. 11-14-2. - Standards For Districts. Applicant has a non-conforming lot and cannot meet the minimum front setback, rear setback, and side setback. Property is located in the RR-1 (Riverside Residential Zone)

**BACKGROUND:**

Applicant would like to build a small dwelling unit on a non-conforming lot making it difficult to meet the required setbacks. All applicable documents and fees have been submitted, and certified letters for public hearing notice have been mailed/received.

**SUPPORT INFORMATION:**

- Proposed structure drawing
- Parcel Map area
- Applicable codes
- Public Hearing Notice
- Findings of Facts Checklist

|                                                                      |                          |  |
|----------------------------------------------------------------------|--------------------------|--|
| Name of Drafter: Traci Alvarez                                       | : Assistant City Manager |  |
| E-mail: <a href="mailto:talvarez@torcnm.org">talvarez@torcnm.org</a> | Phone: 575-894-6673      |  |

E. RIVERSIDE DRIVE

10' UTILITY EASEMENT

25'

5'

20' x 23' good deck Put in 10' wide car port

15'

RIO GRANDE RIVER



Thence S. to 34.58 feet to the North bank Rio Grande River  
Thence along said river bank N 82° 45' W 30' feet  
Thence N. 00° 57.57' East to South boundary of Riverside  
Thence along said boundary 2.28' to 45.30' to final bearing

Size of Res Depends on Approval of Set Back Variances

|                                                        |             |                                                  |                   |
|--------------------------------------------------------|-------------|--------------------------------------------------|-------------------|
| Proposed                                               |             | Suzanne Residence                                |                   |
| SCALE 1/8" = 10'                                       | APPROVED BY | DATE 4-20-24                                     | DRAWN BY J. S. G. |
|                                                        |             |                                                  | REVISED           |
| Drawing is to show Set Back of Res in R.R. to Property |             | Boundaries and Overall Variance - Due to Size of |                   |
| Set Property. Property Size -                          |             | DRAWING NUMBER                                   |                   |
| 2027.7 +/-                                             |             | 1                                                |                   |

note





1095 E Riverside Dr, Truth or Co

Show search results for 1095 E Rivers...

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Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliate...

esri



# PLANNING AND ZONING COMMISSION

## FINDINGS OF FACTS CHECKLIST

Request Date \_\_\_\_\_ Address \_\_\_\_\_

Findings of facts for recommendations and decisions.

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

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

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

\*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
MINUTES  
MONDAY, JULY 14, 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, July 14, 2025 at 4:00 p.m.

**INTRODUCTION:**

**ROLL CALL:**

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

**ALSO PRESENT:**

Gary Whitehead, City Manager  
Traci Alvarez, Assistant City Manager  
Katy Martinez, Deputy Clerk

**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) June 9, 2025.

Member Luchini made a motion to approve the minutes with the corrections. Member Kent seconded the motion. Motion carried unanimously.

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

Scott Valentine: In last month's meeting, June 9<sup>th</sup>, I came in opposition to a dog kennel license at 412 N Elm, I live at 414. Currently, the kennel is right underneath my living room window. The property line is 9 feet from my house, and the kennel is a foot from that. I did not oppose the kennel if the resident would move it further to the back. We should have defined that, but he volunteered to move the kennel. He suggested that he was going to move the kennel before, but then he said he was happy to. He did not move the kennel. He has a kennel license. We were going to finalize it in tonight's meeting, I don't know how he got the kennel license, but it is not moved and now where he planned on putting it is approximately less than 40 feet from where it exists, so I am downwind of it. I cannot open the windows on the South side of my house, I would hope to be able to open my windows in the evening in the Summertime, but I cannot, and if I do, then my house smells like outside, and I don't want that. So, I oppose the kennel. That's all there is to it. If he says, "Oh, okay, I'll move it now." Because it's an inconvenience to him or something, I don't want it where he wanted to move it anyway. The way the county has set up the ordinance is four pets any combination of dogs or cats. If he has extra animals, they're in cages, they're not being walked, they're languishing in the sun, their shade is broken, I've seen it. You can have hay or whatever to make them comfy, but it is not good for them. The fourth dog that has been at large- I don't get mail right now because of the dog at large. It's not my dog, but now it's in the cage as of July 4<sup>th</sup>, that was afraid, so he put it in. Anyway, thank you for the time. I am opposed. I like the ordinance the way it's written, and I think it's very reasonable. I don't want to live next door to a dog kennel, that's all there is to it, it needs to be out in the country somewhere. Thank you.

Alice Hutchins: Hello, my name is Alice Hutchins. I live in T or C and run an AirBnb called Magnolia Street Casita. We have hosted over 150 out-of-town guests in the past 18 months with a 5-star rating and Super Host status. I wanted to highlight some of Molly Hammer's points in her excellent AirBnb workup included in your packet. Under "Tourism Without Large Infrastructure" she has two bullet points: "Adds Lodging Capacity", and "Preserves Rural Charm". Excellent points. Hotel chains offer a large capacity, but they do nothing to showcase the unique qualities that make T or C such a special place to live and visit. Almost 100% of our guests are from out of town, they book our space wanting a taste of the southwest, a close-knit community vibe, and a unique hot springs experience. Another point she makes is "Economic Development and Diversification". Under that is: "New Revenue Streams - Hosts can earn income that is often reinvested locally", and under that is: "Property Improvement and Beautification - Incentivizes Upkeep - Short Term Rentals are often required to have better upkeep, curb appeal, and property maintenance." The income we derive from Magnolia Street Casita is funneled right back into paying bills, buying groceries, and home improvement projects. Thanks to this extra income, we've been able to add landscaping, upgrade our curb appeal with new fencing, and we had the resources to re-stucco and paint the casita. All of this

adds value and aesthetic appeal to our neighborhood. Molly also brings up an excellent point under "Missed Opportunity – The City of T or C needs to establish a voluntary tax collection agreement with both booking platforms: AirBnB and VRBO". A lot of money from our valuable short-term rentals is being left on the table, and Molly has done all the legwork necessary to remedy this. It behooves this committee to move forward with her recommendations. Lastly, I am looking forward to the presentation from the Love's representative. This is an important project for our community. As you all know, one of the four responsibilities of Planning and Zoning is "Identifying and addressing emerging issues that are not yet reflected in our current municipal code." Last month, I said that we needed to upgrade codes that will protect our environment and the night sky. It would be foolish to let a project as big as the Love's Truck Stop move forward without provisions in place requiring night sky lighting and an environmentally friendly parking lot. I am happy to forward information regarding both of these items to the committee. Thank you so much.

Nanetta Landry: I am just here about the property on 1095 East Riverside Drive. The last time we had this meeting, I turned in, it was from 3 of us in the neighborhood, myself, Vicky, and Marlene, and we are all opposed to it. We really have some major issues with it including line of sight, the bank, which is odd, we live on the river, so the bank is very fragile, it's flooded 3 times this month. We also have personally looked at the plan. We feel, well, if you go forward with it, they need to be required to have a survey on the property because the lines that they're saying on there are not the true measurements of that property. Trying to put 2 feet between my property and 5 feet on the other side, and putting the same size house that he says he wants in there, would not be possible, which means something has to go, either the size of the house or the setbacks from the property, which are already too close. I'm just here to oppose that, thank you.

#### **4. PRESENTATION:**

##### **a. Presentation/Update: Love's Travel Stops and County Stores**

**(attached hereto and made a part hereof)**

Member Hammer: Thank you for your presentation, I do have a few questions. As far as the overnight RV spots, have we taken into consideration the perceivable impact on local, family-owned RV parks? Will it redirect that traffic and potential revenue to a corporate company on the freeway that will kind of keep them there, they're going to eat, sleep, shower, get gas, and probably just get back on the road. I like Love's, especially as a traveler, whether I am towing a trailer or an SUV, I stop there because it's clean, it has a few things I need, but I never ever go into the town that it's at. That's my personal experience, so that's one thing I am concerned



about, we are just directing traffic. They stop and then get right back on the freeway, especially since it's on the other side of I-25. They have to get back over the access road and back into town. That's my concern, I feel like this ship has already sailed, this project is already underway, but those are concerns that I would have as a business owner, and representing business owners in town, I want to see more traffic come into town, and I feel like your location will prevent that. Also, your wages, are you pretty much paying minimum wage, or is it higher?

Barbara Peck, Large Developments Engineer: We do a local wage survey before we decide what the wages will be. So, they will be in the market for the area.

Member Hammer: Again, my concern is creating a lot of minimum wage jobs doesn't really help our community. I would like to see them get paid more so they can benefit from a better paying job, because there are not a lot of those here. The dark sky ordinance, we don't have a dark sky ordinance in T or C, do we? Is it in our ordinance?

City Manager Whitehead: It's part of the state law, so it would be a state requirement. Every building that is built requires every contractor that goes through to get a permit would have to be complaint with that.

Member Hammer: Okay, so it's state statute. You can get around our ordinance if it wasn't in there, but you just mentioned that you follow all ordinances and I don't think we have a specific one, but you answered my question, thank you.

Barbara Peck, Large Developments Engineer: We do have to follow the state statute.

Member Hammer: Got it. I think that's it, I don't know if you want to address those, there are a lot of questions, but those would be my concerns as far as the local economy and supporting our population.

Barbara Peck, Large Developments Engineer: Sure. Our experience has been that when we come into a small community, that it brings people into that community rather than taking them out of it. I'm most familiar with certain Alabama locations in that instance, where we have come into the community, and more comes in after us, business-wise as well as customer-wise. We draw them in off the interstate, right now there's not a giant red heart beaconing to people, drawing them off the interstate to Truth or Consequences, so we hope to do that. It's our hope that with some of the other things we are adding to it, which we don't do at all locations, that will also continue that conversation inside the store. With having store team members in there that are from the community, our hope is that they will become very familiar

with the regular drivers that come through the store. So those conversations happen, "Hey, have you tried such and such restaurant in town?" or "Hey, have you seen our hot springs?", those conversations become the norm, because we do cater to a fleet client. Then, either the drivers will go into town somehow, but those conversations do happen and drivers do come back through with their families, we do see that uptick within the community. So I'm hoping that is exactly what happens here, it would never be our desire to come in and obliterate a business, we don't want to be the Walmart Supercenter of the 1990's, 1980's kind of thing, we want to be a partner in the community and work with the businesses in the community to continue to develop that tourism, those stops, and people coming into town. So we're happy to work with the chamber or anybody else to help facilitate that as time goes on.

Member Hammer: One more question, is there any other choice besides Arby's in your fast food selection? It's kind of a rhetorical question.

Barbara Peck, Large Developments Engineer: I'm afraid that ship has sailed.

Chairman Sisney: Lisa, you have any questions?

Member Kent: No, I had similar concerns about the RV spots, but we addressed them, and I really wish it wasn't Arby's too, but it doesn't matter.

Vice Chairman Buhler: I do have a question, what size, how much land is dedicated to the RV park?

Barbara Peck, Large Developments Engineer: I may have to get that information back to you. It's around the periphery of the parking lot, and there are 10 spots, but I will have to have my engineer do the math on that.

Vice Chairman Buhler: You know, in New Mexico, for an RV park, 2 acres is the goal.

Barbara Peck, Large Developments Engineer: Those would be the parks where folks come and stay at, though, is that correct?

Vice Chairman Buhler: Well yeah, I think so.

Barbara Peck, Large Developments Engineer: And that is not what we want to be, we don't want to be some place they come to live. We definitely want to be the place where they come and keep going.

Vice Chairman Buhler: And I like your sign, except for the arrow.

Barbara Peck, Large Developments Engineer: Okay, noted. Thank you for your comments.

Vice Chairman Buhler: Truth or Consequences would be great up on the water tank, and you're very visible so you really wouldn't need an arrow anyway.

Barbara Peck, Large Developments Engineer: That hill's going to hurt, coming off that onramp.

Chairman Sisney: I have a question, you had a thing up there about human trafficking, but you didn't discuss it, I'd like to know what that was about.

Barbara Peck, Large Developments Engineer: There are many times where, because of the nature of the business that we are in, law enforcement works with us very closely to help facilitate ending really horrible things from happening. We work very closely with the Department of Homeland Security, Blue Campaign training for all of our team members, and Truckers Against Trafficking. So, that's an organization that one of our owners was a founding member of. We want to make sure that nothing bad is happening on our properties. We are going to work with every agency that we can find to help make sure that that's the case. It doesn't matter what the crime is, we are going to work with agencies to make sure that it doesn't happen on our property. Our fleet customers don't want to come to a place that's unsafe. They don't want their drivers to be in places that are unsafe. Our automobile customers, they don't want to go to a place that's unsafe. We do everything we can, and work with various different agencies to make sure our staff is trained, our stop is clean and safe, and that the layout and our standards are high enough that in the event something were to breeze through, we would be aware of it immediately and take swift and immediate action.

Chairman Sisney: So there's obviously a need for that. What are the results of your efforts? How often do you catch people trafficking and how often do people get rescued and that sort of thing?

Barbara Peck, Large Developments Engineer: Most of the time it doesn't happen on our sites. We are the first notification, and then the law enforcement agencies move into action as it's going down the road. So, you will hear about things that happen further away. What I can tell you is that every year, we run a crime analysis through a third party contractor, so it's not our opinion of the safety of our sites, it's another company telling us what the data says. Our sites come in at or below the crime percentage of the community that we're in. We're not higher

than it is, we are either at it or we're below it, because of these actions that we take with our staff, with our cameras, and our involvement with law enforcement. Is that kind of the answer to your question? Ask it again.

Chairman Sisney: Well, I was wondering how often do people get rescued because of your efforts?

Barbara Peck, Large Developments Engineer: I don't know the answer to that, and I don't know that it's something we are tracking.

Chairman Sisney: So you're doing this, but you don't know if it's doing anything?

Barbara Peck, Large Developments Engineer: All we can do is try. It's better than doing nothing.

Chairman Sisney: Absolutely. These things are notorious for being with trafficking and all kinds of criminal activities. They have got a pretty good reputation for that. So, the closest Love's Travel Center is up in Los Lunas, right?

Barbara Peck, Large Developments Engineer: In Belen. And then Las Cruces is to the south, it might be closer than Belen.

Chairman Sisney: It is. What kind of wages are you paying in Belen? Where do we start?

Barbara Peck, Large Developments Engineer: I'll have to get that information and bring it back for the next one, I don't have that with me. I'm going to take some notes.

Chairman Sisney: The hookups for the RV's, what type of hookups, is it just electrical or are you doing sewer and water also?

Barbara Peck, Large Developments Engineer: No, the City of Truth or Consequences does not allow the sewer hookups, so we don't have those. There will definitely be power, and then we do the Wi-Fi connectivity for them. I will have to check, because without the sewer, I don't think we do the water either, but let me double check on that as well.

Member Kent: Will there be at least a dump station? Not nothing?

Barbara Peck, Large Developments Engineer: No.



Member Kent: Residents could use that.

Member Hammer: I have one more question, but I'll go after everybody else.

Chairman Sisney: I would like to make the comment that regarding dark skies, not directed at Love's particularly, but if there is a state ordinance working on dark skies, I can see Las Cruces better every night over the years I've been here, so I don't know how well all this dark skies stuff is working. It's getting bright out there, but let me ask you another question. Are you going to have any services for EV's (Electrical Vehicles), any charging stations or anything?

Barbara Peck, Large Developments Engineer: So what we do with EV's is we do plumb for it, and then we work with the EV equipment providers. If they feel like it's a market that would use it, then they come out and we lease the spaces to them. So, they'll bring the equipment out, and that sort of thing, and connect with the infrastructure so it's available for the customers.

Chairman Sisney: Would you make a provision for the future use of rapid chargers, which require a DC converter on-site? Is that part of the plan that you guys can upgrade for when it's time, when you're ready to start servicing EV's?

Barbara Peck, Large Developments Engineer: We make the room for it, but those EV companies will make those decisions on their own, we just lease out the space.

Chairman Sisney: Because it's got to get there at some point.

Barbara Peck, Large Developments Engineer: Sure. That's why we make sure there are spots set aside for it, space for the chargers and the transformers that are required for it.

Chairman Sisney: Okay. Thank you for answering my questions. Molly, you have one?

Member Hammer: I just have one comment on the water tower billboard. My first reaction to that is like, no, I don't want to be Love's T or C town. We have too much charm here, we have too much tourism attractions, like the hot springs, the lake, the river, that really draw people here. I just, I'm not a marketing person, but I have a lot of pride in this town and what we represent, and I would just love to see an effort on Love's part to go, "Hey, turn left here to go to the hot springs." Instead of like, Love's, and T or C. I just would like to see you guys work with us to bring people into town and highlight our features that people can come here for. That's my last comment.

Barbara Peck, Large Developments Engineer: Thank you, I appreciate your comments.

## **5. PUBLIC HEARINGS (5 Minute Rule Applies)**

- a. Public Hearing/Discussion/Action: Special Use Permit and Variance Request for 400-406 Van Patten to develop a 2 spot RV park which requires a SUP.

**Chairman Sisney recused himself, Vice Chairman Buhler opened the public hearing.**

**Applicant:** Jessica Logreira & Chris Slate

**Proponents:** Chris Sisney

**Opponents:** None

Deputy Clerk Martinez swore in the participants for the public hearings.

**Assistant City Manager Alvarez:** What you have in front of you today is a request for a Special Use Permit, and also a Variance Request. The property is located in the R3 district and per our municipal code, an RV park is allowed in the R3 district via a Special Use Permit, so, that's why it's being brought to you. She is also requesting a variance, and that would be in regards to the community building that is specified, that is a requirement as an RV park. The applicant will speak a little more on that shortly. A little bit of background on the property, this property first came to you guys as a designated mobile home/RV park. When she purchased the property, she went through a Summary Plot Amendment and split part of the property so she could sell off a section of it, not realizing that when she did that, it cancelled out the mobile home/RV park use that had been designated however many years ago as Petunia's Mobile Home Park. It did come to our attention when she was doing some enhancements to the property, and we reached out to let her know that due to the lot split, it was no longer designated and she would have to go through the Special Use Permit process again. She immediately stopped the enhancements and has submitted and gone through all the required processes. The application has been submitted, certified letters were mailed out, all fees were paid. Within your packet, she has done a really great job of delineating the area for the mobile home park, and providing a breakdown of where things are, and where things are at. With that, I will turn it over to the applicant unless you have any questions for me at this time. We can let her give a little bit of history and talk about what she'd like to do there.

Vice Chairman Buhler: So they have a permit now going forward?

Assistant City Manager Alvarez: No.

Vice Chairman Buhler: Not yet?

Assistant City Manager Alvarez: So, the property, however many years ago, was designated as a mobile home park, Petunia's Mobile Home Park, and per our municipal code, RV's are allowed in a mobile home park. So, you can have a mobile home park and then, unfortunately, put all RV's in it, then it's an RV/mobile home park, that's what the property was. Once she came to you guys and you allowed her to split that property, it then just became 2 residential properties. So it's no longer considered an RV or mobile home park. That's why she's coming back to you now, she has to request that Special Use Permit.

Vice Chairman Buhler: Okay.

Jessica Logreira, Applicant: Hello, I'm Jessica Logreira and this is Chris Slate we own the property that is being discussed right now. Traci mentioned, this property had mobile home/RV spaces and are only going to be using 2. The spaces were divided they had their concrete slab, they had the utilities, and sewage, and all of that. So, when we re-platted and sold it, we did not know that it cancelled it. At the Assessor's Office, we still had it under Petunia's Mobile Home Park. As soon as we found that out, we went to the City and asked what we needed to do to comply, so that's why we're here now. The spaces are 3 and I have photos here, if you'd like to see photos. RV parks across the country require the majority of the RV's to be self-sufficient, so they don't need to have bathroom. We are going to provide showers where the tubs are, each tub will have a shower. So that's why, because of the size and the small footprint, we are asking for a variance so we don't need to include a community building for laundry and bathroom because there are only 2 spaces, it's not really like a 10 space RV park or anything like that. We are already providing the showers in the tub area. We are in an RV park neighborhood, there are 2. There's the Glam Camp across the street from us, and then there's the Artesian on the other side, so they're on the road between Foch and Van Patten. So, we are not doing something new in the neighborhood. We hope to create an aesthetically pleasing environment on our property, and by upgrading our place, we will be improving the surrounding property value. We have the 2 semi-private spaces, each space is divided by fencing, including the hot springs tub that will have its own enclosure. Each RV space is over 3x the minimum size required by the code of ordinance in T or C. It's like 1,250 square feet per space, and we have over 4,000 square feet per space. We are decorating those spaces that are dividing the space with earthy tones so we can blend and use more of the natural environment, and we have pictures of that too. We have a picture of a mural as well.

Vice Chairman Buhler: Are you putting trailers in there, then?

Jessica Logreira, Applicant: No, it's for Short Term Rentals.

Vice Chairman Buhler: Someone will just park an RV in there?

Jessica Logreira, Applicant: Right, yeah.

Vice Chairman Buhler: So really, it's an RV park.

Jessica Logreira, Applicant: Yes.

Member Kent: So, you said short term, so you will not allow for long term. People cannot come live there for a year, 2 years?

Jessica Logreira, Applicant: No.

Member Kent: A couple nights, a week, 2 weeks maybe?

Jessica Logreira, Applicant: Yeah.

Member Kent: A question I have, when you applied for your well permit, did you apply for residential or a commercial permit?

Jessica Logreira, Applicant: I don't remember, that was over a year ago. I presented all the paperwork to the state in Las Cruces, and they approved it. The ownership papers probably say something there. We are R3.

Member Kent: Well that's not the designating factor, though.

Jessica Logreira, Applicant: We are commercial in the sense that we are not going to be renting people to come and soak for an hour, we are not doing that.

Member Kent: It's only for people there.

Jessica Logreira, Applicant: For the people that park there overnight.



Member Kent: In a slip.

Jessica Logreira, Applicant: Yes.

Member Kent: I understand, I'm just asking questions.

Vice Chairman Buhler: Not to single you out by any means, but you know, it is important that if you're going to have a business, that you have a commercial water right. That's what the hotels have. The Glam Camp, I'm not sure what they have. I don't think that they do have one. But I know that the State Engineer's Office should be contacted about this, and this falls on our city, not on you, I'm not saying what you're doing or what you would like to do is good or bad, I'm just saying that the city needs to find out about this because it is going to become more and more important to the hot water district.

Jessica Logreira, Applicant: Are we talking about the hot springs water or treated?

Vice Chairman Buhler: I'm talking about, the rule of thumb with a water right, is that you can have a well, and you can put 1 acre foot of water over your land, I think it's per year. If you have a water right, of course, you have hours. You have so many hours, so it's different for someone that has a water right or a commercial water right. It's different than a domestic well, there's a big difference.

Jessica Logreira, Applicant: When we did - our building is all commercial. We pay everything commercial. When we went to the state they gave us residential, they didn't give us commercial.

Vice Chairman Buhler: Right, it's a domestic well. So, it is something that the city is going to have to - I don't know how, but eventually, you know, they could shut everybody down. The well people down in Las Cruces, that's where our basin is. That's where our engineer, the state engineer, is for water rights, in Las Cruces.

Jessica Logreira, Applicant: I think I know what you're talking about, because when we applied for a second well we need to submit to the state again, and the city to get all the permits, and they said that based on the usage we had, we built a second well because we have a lot of sand and it gets clogged sometimes, and it's hard. We need to get Mauldin with the big rig to come and fix it. So based on the usage we had, we were not even 50% under the maximum, and they

said until we reach this much, then we will have to pay more. So, this is a different property, but it answers the question about the usage basically.

Vice Chairman Buhler: Well I do also have a question about the French drain, did an engineer design that for you, or how did you come up with a French drain for those hot tubs?

Chris Slate, Applicant: We had a contractor.

Member Kent: So you just dug a big hole and filled it with rocks, and the hot mineral water?

Jessica Logreira, Applicant: In the pictures you can see.

Vice Chairman Buhler: I have seen it.

Member Hammer: So basically, that French drain means that you're not putting water back into the sewer, you're not tying into the city sewer, you are putting it on your property and it either seeps back into the ground or it evaporates.

Jessica Logreira, Applicant: Yes, and the tubs are small, they're like 4x6 or something like that. Now, the other day we went when it rained a lot, we wanted to see what it looked like, because it's a lot of sand, so it either goes down or evaporates. I think it just goes down into the sand. That was rain.

Vice Chairman Buhler: Well if you get a permit, you know, we don't make the decision, the city makes the final decision. We just recommend. So, you would still go before the city with your plans of what you would like to do, you'll just get a recommendation basically, that we'll vote on from us today.

Member Kent: So, in terms of your request, the Variance Request, to not have to have a community center, I personally, if this were to be approved and go through, I'm okay with that, as long as you are strict with who you are renting to, that they are 100% self-contained, and that they're not living there for long periods of time. I lived in an RV for a while, and your water pipes and stuff are going to freeze at some point. It's hard to keep them not, so having a community room was very useful for us on certain mornings. But, it being so small, I guess that's not the biggest concern, and if people aren't going to be living there long-term, they can always pull out and leave if they need to.

Vice Chairman Buhler: Well it was residential. It was a permanent home or trailer that was in there before, correct?

Jessica Logreira, Applicant: Yeah, there were several, yes.

Member Hammer: Are there full hookups? So, water, sewer, and is it a 50 amp or a 30 amp on each?

Chris Slate, Applicant: 50 amp.

Member Hammer: So they have a way to get rid of blackwater safely, and greywater, and they're self-contained, so they have their own bathrooms. I guess, you'll have to enforce that somehow.

Jessica Logreira, Applicant: Yeah.

Member Hammer: I'm not sure, that'll be on your questionnaire or something?

Jessica Logreira, Applicant: Well we have rules no pets, no children, no more than the registered guests, and we keep those real straight?

Vice Chairman Buhler: You'd have an age, then, on the RV that would be put in there. Would you have an age on that? I know some of the RV Parks have that.

Jessica Logreira, Applicant: Yeah, on pets, because you don't know if you're going to have a barking dog.

Vice Chairman Buhler: And one other thing I want to mention to you all is that if someone has a lot and they want to put an RV on it, and live in it, they cannot do that. I know someone that has been told that they have to remove it, they cannot use it. So I think that needs to be stated at this meeting, that you can't live in T or C in an RV on your property.

Assistant City Manager Alvarez: Unless you're in an RV park.

Vice Chairman Buhler: Unless you're in an RV Park.

Jessica Logreira, Applicant: Yes, but it's not our intention. We aren't going for that, we don't want a long-term resident. We want short term and as we go through all the steps and get

approval, our next step is going to the city, getting the STR permit, as we have for our Airbnb, and pay monthly all the taxes, convention center, lodger's, all of that.

Vice Chairman Buhler: And you're not going to have a laundry facility?

Jessica Logreira, Applicant: That's why we're asking for the Variance, because it's only 2 spots so we don't want to have to build this building with laundry, bathrooms, and everything, for only 2 RV's at a time. People are not staying there for long.

Member Kent: I mean, the laundry, for me, is the least of my concerns, we have laundromats, or a laundromat.

Vice Chairman Buhler: 1.

Member Kent: Well there's 1 in Elephant Butte, so there's at least 2 in the area.

Jessica Logreira, Applicant: Williamsburg.

Member Kent: Maybe Williamsburg, anyways, they can pop over to a laundromat. But bathrooms are different, right, what happens if your pipes are frozen or whatever and there's no public bathrooms, it's hard to find bathrooms. So I see the need for it to some degree, but as long as it's stated and they know what they're dealing with, and there aren't people living there long-term, and they are able to leave if they have to leave, or get in their car and go somewhere if they have to, maybe, that's okay.

Jessica Logreira, Applicant: Yes. Self-contained.

Member Hammer: So I have a question between short-term and long-term. I think we need to kind of define what denotes long-term. Is it greater than 30 days? Is it 6 months? Is it 12 months? I think that's important because if we have somebody else come to the Planning & Zoning Board with a similar concept or idea, I think we need to have the definition of long-term.

Member Kent: I believe somewhere in all of these codes it does say that greater than 30 days is long-term.

Member Hammer: So that's what we're going by then.



Jessica Logreira, Applicant: I think it is because for short-term, if it's over 30 days, the tax break is different.

Member Hammer: I understand that, the Airbnb stuff, but it can get a little gray with RV's. "Well, we're coming down for the winter", you know, I have a lot of snow birds that stay at my Airbnb's, they want to stay for 3 months, and is that considered long-term? Yes, as far as our code goes. For Short Term Rentals, and that's in our Short Term Rental Ordinance as well, the 29 days.

Assistant City Manager Alvarez: For short-term, yeah, so I guess the gray area on that is per our municipal code, at an RV park, you can live in an RV park as a dwelling unit, full-time. That's allowed in our municipal code, and it's identified for recreational vehicle parks. So, her request is for a Special Use Permit as a recreational vehicle park. Now, she's telling you that she has no intent of those being full-timers there, and what the board has to do is to decide – I mean, that's what she's telling you she can do, and that's definitely her intent in everything that she's brought to me. This is a tourist, coming through, passing through, visiting T or C, like a normal RV park. If you wanted to get into the weeds of it, as a special use RV park, she could make a decision to allow them full-time.

Member Hammer: Or if you sold it, the future owner might go, "Oh, well it's in the code I can rent long-term." Right? Because they didn't ask for a Variance otherwise. Okay.

Chris Slate, Applicant: There's not a bathroom.

Vice Chairman Buhler: Well I'm sure there'll be a bathroom in the people that come to stay with you. They usually have one.

Vice Chairman Buhler: I know you guys have a nice building downtown, and you provided lots of good things for the community. I know you would probably do a good job with this.

Jessica Logreira, Applicant: Yeah, we're trying to make it look pretty.

Assistant City Manager Alvarez: So, Vice Chairman, if the board is all done with their discussion, then the next step would be to open up the public hearing for any proponents or opponents.

Vice Chairman Buhler: Thank you for coming forward and answering our questions as best you could. Chris Sisney.

Chris Sisney, Proponent: Hello, my name is Chris Sisney, and I want to inform everybody that the reason I recused myself from this topic is because I am the person that bought the 2 lots that they divided off from the original properties. Their properties, if we were coming out the — there's Foch, and there's Van Patten [intersecting Foch], so they've got [the Southeast spot of those intersecting streets], [in the northeast section is Glam Camp, next to that is Artesia], and over next to that is a property that has about 5 floaters on it, which are the county's that stayed down before they built this town. I think I'm the only one here that was sent a letter, as a neighbor, that's speaking. But I want to let everybody know that I think they're doing a fantastic job over there, and the only reason I recuse myself is because I bought the lot next to them, so I'm involved, that's my involvement in it. I hope that they are able to continue doing what they're doing because it's a nice-looking property, thank you.

City Manager Whitehead: Madam Chair, Mr. Sisney would need to excuse himself from the room before the board votes on this action, okay?

Vice Chairman Buhler: Okay, you'll have to leave the room, Chris.

**Chairman Sisney excused himself from the room for voting.**

**Vice Chairman Buhler closed the public hearing.**

Vice Chairman Buhler: In the matter before us, I guess we are ready to take a vote on whether to grant the Special Permit for the very small RV park.

Assistant City Manager Alvarez: As well as the Variance Request.

Vice Chairman Buhler: Yes, that follows the Variance Request.

Member Kent: I recommend that we approve it. I know they've said the intention is short-term, and I believe them, and that's all good. I don't know what to think down the road, if the property sells and it's designated as an RV park, and now it doesn't have the community center or room, whatever it's called, but I feel like that's a problem, hopefully, that doesn't ever come.

Assistant City Manager Alvarez: I will have to do a review, on a Variance Request, I don't believe it is transferrable once the property sells.

Member Kent: So if it sells, so if we approve this, and they don't build the community room/building, whatever it is, and they sell it...

Assistant City Manager Alvarez: The Variance doesn't go with the property.

Vice Chairman Buhler: That's good to hear.

Member Hammer: So the new owner would have to reapply if they wanted to continue the same business?

Assistant City Manager Alvarez: I think for the Special Use Permit, it potentially goes with the property, but the Variance doesn't go with the property, but I will have to clarify that in our code. I will email it.

Member Hammer: What is the Variance, the laundry room and bathroom?

Assistant City Manager Alvarez: The community building with the bathroom and laundry room.

Member Kent: So if a new person bought it, it would still be designated as an RV park, but to operate, they are not in compliance because there's no community building, so they would have to come get a Variance again?

Assistant City Manager Alvarez: Correct, or bring it to code.

Member Kent: Okay then we will deal with that later. I recommend that we approve this. I've seen the property, I have watched them develop it, they are doing a good job.

Vice Chairman Buhler: So we'll need a motion and a second, and a vote.

**Member Luchini made a motion to recommend approval to the City Commission for a Special Use Permit and Variance Request for 400-406 Van Patten. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.**

## **6. NEW BUSINESS:**

- a. Discussion/Action: Request for Extension of Variance 320 Marr.

Deputy Clerk Martinez: So as I discussed in the email to you guys, because it was already included in a previous packet, we did not include it in this packet.

Chairman Sisney: This is the one behind the Artesian?

Vice Chairman Buhler: Yes.

Chairman Sisney: Okay. Are they here?

Vice Chairman Buhler: No.

Member Kent: I feel like this wasn't that long ago, why are they requesting an extension?

Assistant City Manager Alvarez: The code is a little bit gray as the City Manager and I were looking it over. The way I read it was that an applicant would have 90 days, from the date of receiving the Variance, to get a building permit. Then, 180 days to start the build. That's kind of different from the way the City Manager read it, so we are looking for some clarification on that. But in the meantime, just to ensure that we are in compliance, we are bringing it back because it is just shortly after the 90-day period. As you guys know, you granted the Variance for the build of the small homes. I know we had conversations with the applicant and they were planning to be here, so I am really surprised they are not here. They were going to explain their reason for some of the delays and I think with the applicant not being here, what I'd like to request is for the P&Z board to table this item to see when they can attend the meeting, because I think it's important for you to hear directly from the applicants. I'll reach out to them and make sure they can attend the next meeting. I know one of the reasons they were experiencing delays were due to some health concerns, so I will have to follow up with them.

Chairman Sisney: Before we table it, would we like to have any discussion on it?

Vice Chairman Buhler: No.

Member Hammer: I guess I just don't understand why we can't just approve the extension. Is there additional information needed, or they just need more time?

Chairman Sisney: Things have changed since. From what I read in the packet, they are talking about removing buildings, stuff like that.

Member Hammer: Okay, that's different.

City Manager Whitehead: If I may, in my review of this, I don't think anything has changed on their position of what they are going to do. The concern that we both had is that in the code it



simply says that the Variance is good for 90 days, or they have 180 days to get a permit. That's the gray area. Traci brought it to my attention that they may be out of compliance. They may be expecting they had 180 days to get their building permit, which in that case, to me, that would be the ultimate deadline, 180 days. I know we discussed this when they came previously, and I did present that to the commission to say that they will need some time. 90 days is a short period of time to get the Variance and then go get a permit, and get all those steps completed. The options you would have today is A) to table the item. B) to grant the extension to be in compliance with our interpretation that 90 days, but it would never go past 180 days. If they aren't in compliance in 180 days with a permit, they would then have to come back. So they either need to do it today, or they need to do it in 180 days. But I don't think you could take into consideration any change in condition that they might have unless you think the 90 days is, in fact, the drop dead date for them to be in compliance. I don't know if that helps very much, but my opinion would be that we would show them some leniency, if you will, for the 180 days which is part of the code, because it definitely doesn't say you only have 90 days to be in here, or the Variance is cancelled.

Member Hammer: So would the extension be 30 days, 60 days, 90 days? How much time would they need?

City Manager Whitehead: If we're asking, I would ask it for the whole 90 days to be in compliance with that 180-day part of the code that says they have to have a building permit within 180 days. They either need to be building or have a permit within the time limit. That's as far as I would consider that we could go. And tabling the item is certainly okay as well.

Member Hammer: But that means they stop having to do any work, right, so it puts a delay back on them for 30 days? I agree that we should give them leniency, as long as nothing has changed. They're just asking for more time.

Assistant City Manager Alvarez: Correct. They still have to submit all of their stuff through Planning & Zoning. I haven't received that information yet. So, they haven't gone through our process yet.

Chairman Sisney: Thank you, would someone like to make a motion?

Vice Chairman Buhler: I make a motion that we table the Variance Request and Extension for 320 Marr.

Member Hammer: I'm sorry, just process, because I haven't done this before, if I oppose that motion, what is the process? Because I would like to grant an extension instead of table.

City Manager Whitehead: A motion to table would have to be acted on immediately by the Chairman, requires a second, if the motion does not receive a second, the motion to table would die due to lack of a second. But if the motion to table is made and seconded, the Chairman has to act on it immediately.

Chairman Sisney: Is there a second?

Member Kent: Sure, I'll second.

Chairman Sisney: Thank you. All those in favor to table the request?

Vice Chairman Buhler: Aye.

Chairman Sisney: Aye.

Member Luchini: Aye.

Member Hammer: Nay.

Chairman Sisney: There we are on that one. Thank you, everyone.

Deputy Clerk Martinez: What was your vote, Lisa?

Member Kent: Nay.

Member Kent: I think we need to figure this out, though, because here's the next one. Same matter. So we need to know this so we don't do this every Variance.

City Manager Whitehead: Correct.

**Vice Chairman Buhler made a motion to table the Request for Extension of Variance 320 Marr. Member Kent seconded the motion. Roll call vote was taken. Motion carried with a 3 to 2 vote**

**b. Discussion/Action: Request for Extension of Variance 1095 E Riverside.**

Assistant City Manager Alvarez: As you know, the Planning & Zoning and City Commission approved a variance for the bill at 1095 E Riverside. There has been some delays experienced by the applicant with proceeding with getting the building permit. They have gone through all the Zoning approval, and been approved with their building plans, but as far as obtaining the permit goes, there has been some delays. The applicant is here and is requesting an extension for Variance for his build.

Chairman Sisney: Let me clarify, Planning & Zoning did not approve this to pass. City Council did.

Assistant City manager: I apologize, you are correct. It was sent to City Commission and then approved at City Commission.

Chairman Sisney: There has been some things that I learned during the first time he was in here. This property, as it shows up on the city's plat, was never to be built on. How did we get around that?

Assistant City Manager Alvarez: That's information I haven't received, so I'm not quite sure what you're referring to.

Chairman Sisney: I can't remember how it came out, I do remember that it came out. It's in the minutes, I believe. I remember hearing that this was on the record as not to ever be built on because it's an odd lot.

Assistant City Manager Alvarez: I don't have any documentation that says that it can't be, and all of our approvals before somebody goes through the build, to get their construction, they go through County approval at the flood director's as well. I have nothing within the city code that tells me they cannot build on that property. I guess I would ask for directive with the city management on this, the request here is not having anything to do with the build. The build was approved and the request is for an extension of the Variance they received, that's what's being presented to the board.

Chairman Sisney: Right, however, it didn't pass through Planning & Zoning. I distinctly remember at some point that issue came up, that that was never considered a residential lot.

Assistant City Manager Alvarez: But I don't have anything that's been provided to me by anybody that says that, through the County or otherwise.



Chairman Sisney: Can we find it?

Vice Chairman Buhler: I want to bring something up, too, he has a for sale sign on it too.

Assistant City Manager Alvarez: So the applicant is here to be able to speak in regards to the property and his request.

Vice Chairman Buhler: Are you selling the property?

Ambrosio Saiz, Applicant: My name is Ambrosio Saiz, I am the owner of the property at 1095, and it is not for sale. I did consider selling it at one point, due to the fact that my neighbors, the ones that spoke a few minutes ago, have been giving me nothing but beef for trying to build this house on this property. It has been a lifelong dream of mine to live on a property that's surrounded by a river. I have designed and drawn, and I do have the drawings, for the build already. I did go through all the proper channels, and since I bought this piece of property, I have been faced with nothing but police officers coming and trying to get me to move off my property, I was told by [Ms. Logreira] that I couldn't park my RV there, that it was against code. Code Enforcement was out there, I followed every channel. I followed everything properly to get to my build. Now, I understand that you're sitting there saying that it's a non-conforming lot, but I did follow the proper channels, and I did investigate. I certainly can build a house on this property as long as I follow the proper channels.

Member Kent: The request has been approved, I don't see a problem with extending it an extra 90 days, for a max of 180, which we believe is the limit. So I recommend to approve the extension.

Chairman Sisney: I hope that we do not recommend to approve because I do not think this lot should be built on, and I think that it should be dually noted in our records that this lot shouldn't be built on because if you sell the property, you're probably going to sell it and tell people that it's been approved to be built on, when the property wasn't designed to be a residential spot, and it is way below all the ordinances for anything to be built on that lot.

Vice Chairman Buhler: I drove by 2 days ago and your for sale sign was still there.

Ambrosio Saiz, Applicant: I drove by it today and there's no sign there.

Member Kent: I mean, the point is we're not here discussing what he's building. It's been approved. Are we going to let him have an extra 90 days or not?



Chairman Sisney: The fact that it wasn't approve by this board, and then it was approved by City Council leads me to feel that we have unfinished business here, and I'd like to find it on the city maps, that lot, and see the description of it, because from what I remember, it was marked as a lot not to be built on. Not a resident's lot, it was an access point so people across the street could get to the river. That's the purpose of that property.

Ambrosio Saiz, Applicant: Can I say something? There is a 10 foot easement located in that area right there, that is adjacent to my property. That could be used as access [to the river], this property is marked residential on the city maps.

Chairman Sisney: It's in a residential area. It wasn't marked as a residential. From my understanding, and I can't prove this, okay, but I did see it, and I'd like us to find that.

Ambrosio Saiz, Applicant: My question is, why would the realtor take it under his belt, and if he knew that this property wasn't able to be sold as a residential lot and to be built on, I purchased it from a realtor.

Chairman Sisney: Right.

Ambrosio Saiz, Applicant: I was not informed that this was a lot –

Chairman Sisney: That's why I want to get this very clear, so that it doesn't happen to the next person that buys this lot; that they buy something they can't build on.

Ambrosio Saiz, Applicant: So I'll be stuck with it? But I can't build anything on it?

Chairman Sisney: Yeah, you'll be stuck with it, because when you bought it, it was marked as a lot that was not to be built on. You came in for a Variance, and we did not approve it. It got approved through City Council, and now you're back again because it hasn't happened yet, and we do know that you were trying to sell the property.

Ambrosio Saiz, Applicant: I was trying to sell the property because I got angry with the neighbors because they were dumping trash in my property as they built this wall and fence that goes down into the water, which is against the law. You know, I'm at wit's end with you guys, man. I really am, I want to build a house here. I'm a good person.

Chairman Sisney: I understand that, but you have to get a Variance.

Ambrosio Saiz, Applicant: Yeah, you have my Variance, it's been approved.

Chairman Sisney: That's not a lot that you can build on, and it was stated...

Ambrosio Saiz, Applicant: Well I was not informed about it last time, sir? I was not informed of it.

Member Kent: Would that even pull up in a title search? At the time of purchase, there's all a title search.

Vice Chairman Buhler: Did you have a title search?

Ambrosio Saiz, Applicant: Yes I did.

Member Kent: Wouldn't that have come up in the title search if the title company did their due diligence?

City Manager Whitehead: I would want to believe that that would be the case.

Member Hammer: That it's either buildable or non-buildable. There should be some language in there.

City Manager Whitehead: I would think if the title insurance company would have found any issues with the property, they would have disclosed that to the realtor and to the potential owner, because they potentially would not have been able to issue a title policy. If there's a title policy, you could assume, then, that everything with the title would be in order. But again, it's not necessarily this board's condition or responsibility to decide whether or not the title is in good order, that's between the property owner, their title insurance, the realtor, and the person that sold the property.

Chairman Sisney: But the reason that we're here is because you're asking for a Variance to build on a lot that does not meet the requirements to have anything built on it. So that's what we're doing here, I'd like to see proof that this has changed from a non-conforming lot to a residential lot. I'd like to see proof of that.

City Manager Whitehead: Mr. Chairman, I would still, with due respect, again, the City Commission is dually elected, it is their obligation and their right to take the advice from this



council, this committee, and it is their right to make a different opinion and a different decision. Their decision is ultimately the decision that conveys here. Again, with due respect, the issue here today is that per the code, Traci, our P&Z Director, noticed that both of those permits that you've seen have not been ready to build within that 90 days within the code. That is, again, the only request that you're being asked here, is to grant an extension, and forward that extension request, whether you vote no, if you vote 2-2, if you vote 1-4, it still has to go before the Commission to continue to grant the timing. So, to re-litigate the issue, I think, is not relevant, and I think it would not be consistent with the way we would want to interact within the code. That would be my opinion as the manager, that the action has been taken, the Commission has made a decision, we've simply come to a time constraint, one that is confusing within the code, and your decision here today is, do we grant a continued time or not? It's really a black and white issue in question.

**Member Hammer:** So what happens if we don't for whatever reason?

**City Manager Whitehead:** The question would still be required to appear on the next Commission agenda, and we would say that we received no input or feedback from the Planning & Zoning Commission.

**Member Hammer:** And they would vote on it again?

**City Manager Whitehead:** Yes. The Commission would then make the decision on their own.

**Member Hammer:** To extend?

**City Manager Whitehead:** To extend or not to extend.

**Member Hammer:** So we're just making a recommendation?

**City Manager Whitehead:** Again, all your actions here are primarily recommendations of the community and the community's opinion on what should happen. This debate could have happened at the last one, but not for this one.

**Member Kent made a motion to recommend approval to the City Commission for Request for Extension of Variance 1095 E Riverside. Member Hammer seconded the motion. Roll call vote was taken. Motion carried with Chairman Sisney and Member Luchini opposed. Motion carried on a 3-2 vote.**

- c. Discussion/Action: Re-Appointment of member Lisa Kent.

**Chairman Sisney made a motion to recommend approval to the City Commission for Re-Appointment of member Lisa Kent. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.**

- d. Discussion/Action: Re-organization of Chairman and Vice-Chairman.

Chairman Sisney: I don't know what that means.

Deputy Clerk Martinez: So since Lisa's term was up and you guys reappointed her, now we do the re-organization, you can keep it the same if you want, or you can do the re-organization, and it's just who serves as the Chair and who serves as the Vice Chair for the board.

Member Kent: Is that something that's required every time somebody's appointed or reappointed?

Deputy Clerk Martinez: Yes.

Vice Chairman Buhler: I'd like to keep it the same, but if anybody else wants my position, they're welcome to it.

**Vice Chairman Buhler made a motion to recommend approval to the City Commission to keep the current positions the same. Chairman Sisney seconded the motion. Roll call vote was taken. Motion carried unanimously.**

Chris Sisney: That's all the new business. Oh, I'm sorry we do still have some business to get to.

Vice Chairman Buhler: Mr. Valentine

Deputy Clerk Martinez: So are you wanting to do that as a report from the board? Because you do have your workshop.

Chairman Sisney: We're not ready for the workshop because at the last meeting, we agreed that we were going to revisit this and if certain items were met, then we would revisit it. However, it appears that it was approved without us getting a chance to discuss it. I'm curious how that happened.

Member Hammer: So the permit was issued, is that correct?



City Manager Whitehead: That's correct. We will just do this under reports, just to be courteous, as well. When the City Commission met and listened to your presentation, the Code Enforcement Officer indicated that the permit was, in fact, in order the way it was. The permit would only be allowed to survive for 1 year, it has to be renewed on an annual basis. So the Commission felt that because the neighbor had agreed to move, and the opponent said if they moved then everything was okay, the Commission said they'd just grant the permit for the whole year. That was the action the Commission took.

Member Hammer: So why was the issue even presented to the Commission when our directive was, come back in a month, let's make sure everybody's happy here, make sure that the permit applicant moved per the owner's issues with what was going on, then we would decide and make the recommendation then, it seems like something got missed there.

City Manager Whitehead: I think what got missed, and Traci presented it exactly as you guys described it the way it was presented, but from the Code Enforcement side, their position was, they did not need to request a Variance because they were totally in compliance with the code. Where it's at, it's in compliance, so they wouldn't have to be here to ask for a Variance. With that, and knowing that the permit requires an annual renewal, knowing those 2 things, the Commission said, "Why don't we just approve the permit." That was their decision, that was the conversation amongst the Commissioners, is if it's already in compliance, we couldn't add a stipulation to it, so we would approve it. If it's not built, if it's not correct, it's going to end in a year anyway, they'd have to re-do it every year. Just to be forward-thinking.

Member Hammer: So can Mr. Valentine put in a complaint about another ordinance that they are missing? Noise, smells, and then have something done?

City Manager Whitehead: Absolutely.

Member Hammer: Because I just don't think that's fair to Mr. Valentine when we made the promise, he was willing to approve it, and go forward with supporting it, if it was moved from below his living room window, and that didn't happen. So I don't think it's fair for the applicant to get another year without making any changes to make sure the neighbor...

Scott Valentine: I took down my fence?

Member Hammer: Yeah. If he has recourse to make sure that happens, that's what I would like to see. Whether it's another ordinance or not, I just feel like that's fair.

Deputy Clerk Martinez: So to answer that, he can go to the Clerk's office and file for an appeal. He has 30 days from when the permit was issued to file an appeal.

Member Hammer: When was it issued? Does he have 2 weeks? When was it?

Deputy Clerk Martinez: The 25<sup>th</sup>.

Assistant City Manager Alvarez: The 25<sup>th</sup> of June is when the City Commission approved it.

Member Hammer: So he has a week to file an appeal with the Clerk's office.

Vice Chairman Buhler: I'd like to add, too, that both parties, the other party agreed to do all these things here, and that's why we went the route we did.

Assistant City Manager Alvarez: I would definitely recommend that the board take the time out to go on to the City Commission meeting minutes that are posted for the June 25<sup>th</sup> meeting, and read them over. It was presented as you guys requested, as a temporary permit.

Member Hammer: For a year, though?

Assistant City Manager Alvarez: No, when I presented it, it was presented as a temporary and to come back in a month, is how I presented it to our City Commission.

Member Hammer: But that didn't happen. It is a year-long permit.

Assistant City Manager Alvarez: Correct. The City Commission made a determination to grant the kennel permit as it stood, as the full year.

Chairman Sisney: I have a question, Ms. Alvarez. Was Mr. Valentine notified that it was going before the City Council?

Assistant City Manager Alvarez: Yeah, he would have been notified. I know at the special hearing here, we notify the people –

Chairman Sisney: Right, but he thought he was getting a chance to come back. He didn't get a chance to come back, was he notified that it was coming up at City Council last week?

Deputy Clerk Martinez: Yes.

Assistant City Manager Alvarez: It wasn't at City Council last week. So, we didn't know until we went to the City Commission on June 25<sup>th</sup> that the Commission was going to make a determination to not have it come back to you guys.

Member Luchini: So they made the final decision, they totally ignored our recommendation and made their own decision without –

Member Hammer: We didn't even make a recommendation. We needed more time.

Member Kent: But we also didn't have to...

Assistant City Manager Alvarez: They had the minutes from your meeting, which are verbatim minutes, so they were able to review, and I can tell you that that was referenced by the Mayor, one of the Commissioners, he thoroughly read the minutes, and read what the presentation as to you guys, both from the proponent as the applicant, and Code Enforcement.

Vice Chairman Buhler: Yeah, because he would have complained, he would have stood up and said "I'm not for this." If he would have known that it was going to be approved.

Member Kent: So it sounds like –

Chairman Sisney: Let me ask a question, excuse me guys, Mr. Valentine, did you know that this came up before the City Council last month?

Scott Valentine: I was told at your meeting on June 10<sup>th</sup> that he had until the 14<sup>th</sup> to move the kennels. We agreed that if I moved the fence, he would move the kennels to the back, and it would be fine, that I wouldn't oppose.

Chairman Sisney: Right, but they didn't contact you and tell you that they were going to go ahead and decide this before now, today, which was the day we were supposed to discuss this?

Scott Valentine: Yes.

Chairman Sisney: Okay.

Member Kent: So, you need to go file, what is it, an appeal? Like, tomorrow.

Scott Valentine: Okay. I also want to say, for the record, There is an ordinance that allows for 4 pets.

Chairman Sisney: Mr. Valentine, let me correct you on that. That's not good information, it's 6.

Scott Valentine: Okay, 6. Any combination of dog or cat.

City Manager Whitehead: It's 7.

Deputy Clerk Martinez: It's a kennel permit.

Scott Valentine: I'm not talking about a Kennel Permit, I'm talking about an ordinance.

Deputy Clerk Martinez: But that's what he was granted, he was granted a Kennel Permit.

Scott Valentine: Now there's 8 dogs next door to me. The ordinance states - There's a reason for the ordinance. That's why I am opposed, because I am having to deal with all this stench, the dog dirt, noise, and I mean, I can't open my windows for crying out loud.

Member Hammer: Mr. Valentine, go file an appeal. Let's take next steps, because I think that's the protocol here.

Scott Valentine: Yeah, thank you. I'm taking up everybody's time. But I have been inconvenienced.

Chairman Sisney: Thank you for showing up today.

Scott Valentine: My house that I live in, eat in, whatever, I can't sell right now.

Chairman Sisney: Thank you, sir, thank you for coming to the meeting. Okay, that concludes new business. The rest of the meeting is going to be a workshop and discussion on Tiny Homes, ADU's, and Short-Term Rentals, so if you're not interested in that, that's what we're doing at this point.

Vice Chairman Buhler: I have to leave at 6.

Member Kent: I do too. I was supposed to leave before 6, but...



Member Hammer: Could we table the tiny home for next time, and start on the Airbnb? I did a pretty considerable amount of preparation for this.

Chairman Sisney: We're going to table the tiny homes and move on to Short-Term rentals.

## **7. WORKSHOP:**

- a. Tiny Home/ADU:
- b. Short-Term Rentals:

Member Hammer: So, in our packets, I provided a position paper that is not on the slide deck that just talks about the general benefits of Airbnb's in small towns. So, I'm not going to go over that because it's in your packet and you can read it. It's pretty straightforward. What I wanted to do was, I put together some statistics because I think there's a general feeling that Airbnb's are taking over the world and small towns, and they're pushing people out. Rentals and stuff, and I think that's true for some locations. I'm seeing it on social media in this town, "Oh, Airbnb's are just taking over." I really like making decisions on data and facts, so I went to the Sierra County Assessor, the Housing Authority, and also Airbnb, I finally got somebody on the phone from Airbnb last Thursday, I can talk about that part later, but he was able to confirm some numbers for me. So, I just wanted to kind of go over some statistics to I guess explain my position on Airbnb's and whether or not they're taking over the town. That's the problem statement, right? We have too many Airbnb's and I want to dispel or provide some data to help us navigate that. So, I had Michael Hustin and his assistant give me some information from the Assessor, and in the town of T or C, it's not Elephant Butte, it's not Williamsburg, it's not Sierra County, in the town of T or C, there are 4,700 livable dwellings. That is comprised of single family, mobile homes, multi-family, and then the Housing Authority is separate. I confirmed with the Housing Authority there are 268 doors. I don't know how many people are living in each one, we don't have that. The multi-family, he didn't have a breakdown of how many duplexes, how many triplexes, and how many apartments in an apartment building. What I did, when I'm doing these calculations, I just use a multiplier by 3 of 162 units, because it's rough, and it's not exact science, but I know there's 54 multi-families, I multiplied that times 3, there's probably more, but I think that's conservative and it gives us a number to work with. This is just the same data in a different format, just a funnel chart. I like visuals. I also wanted to point out that we have a lot of subsidized housing here in T or C and it's comprised of the Housing Authority, which is the city-owned and run apartments, and then there's about 168 dwellings that are Section 8 or voucher-based that are owned privately by different landlords across town. So, there's a total of 435 units of subsidized housing in T or C. Which, looking at the 4700 number, that's about 9.2% of our total available housing, and it's about 15% of our population if we take 6,000. Please correct me if you see a number that's really out of whack, that you

have different data on, I just kind of put this together on data that I had gathered. Any questions so far? No? Okay. So, when I spoke with the Airbnb representative last Thursday, he confirmed that there are 109 Airbnb's in the city. That's not Sierra County, that's not Elephant Butte, in T or C. I would go to look, and there's like 149, 179, and it was really hard to get that number. So, he broke it down into 3 categories. Let me start down here. I'm going to go here because this has my numbers. 20% of Airbnb's of the 109 number, are businesses like the Hoozier, Glamp Camp, they've already got a hotel license, and they're doing both. They have a website for direct bookings and they're doing Airbnb. So, I'm not including that in my next numbers because they're already doing business with the city in a different way. They're just including the platform of Airbnb to get more business. Then, the other 40%, it was divided 40 and 40, the 40% is a person's primary home and they're renting out a room, or it's just part-time, but it's not a dedicated yearly around Airbnb. That's what he told me. I'm not exactly sure how he derived this, but that's what he shared with me. So, about 40% or 44 units, are dedicated Airbnb. Based on those numbers, so I'm taking out the hotel type units, and I'm just saying, dedicated and non-dedicated. So there's about 88, I'm taking that number and distilling it down. So, if I divide that by the number of housing units that are available in town, and again, I don't know ownership versus rentals, I don't have that number, I don't even know where to find that, like how many are just dedicated rentals in general. I would like that level of granularity, but I don't even know how I would get that information. What it came down to is 1% of units in the city are dedicated Airbnb's and then 1% non-dedicated, which basically means that the owner lives on-site or they're just doing it part-time. I feel like that's kind of under the danger zone for us, as far as saturation. Getting out of the theory that Airbnb is just taking over the rental market, because I just don't think the data is pointing in that way. It's good to keep an eye on it, it is important to support local residents and long-term rentals, but those are the numbers today. Any questions on that date? Okay. This is something that I'm sure the city's really interested in, the registered versus non-registered, and I'm taking it out of the 109 number. Sorry, the 88, I'm not including the hotels. So, we've got about 67% unregistered Airbnb's in the city of T or C based on the list I got from Angela. She gave me a list and there are about 29 registered. We have an opportunity to enforce compliance for Airbnb's. I want to talk about that in a minute, and Airbnb will help us with that. They can send emails to everybody in the city if we wanted to work on some kind of campaign to get their attention. He also confirmed, this is the stuff I wanted to know, how much money, how much revenue are we bringing into town. From January 2023 to March 2025, Lodger's tax is 126, and 240 on the gross receipts. That's over 27 months, so we are bringing revenue in town besides the re-investment into the city, hiring housecleaners, hiring HVAC, I am supporting local HVAC people and contractors, they're working on my houses, so we're keeping that money in town, and I think that's important to consider. So, the summary here, I don't need to read this, you can, it just summarized everything I just said, the main key points that I wanted to make. These are my

conclusions, I feel like less than 1% are dedicated Airbnb's, I don't feel like we're in the danger zone. He even said, if you were at 3%-5%, that's when things start getting, that's when you need to start paying attention to it, maybe do some more restrictions. I'm sure Chris will agree with me here, we have seen a lot of Airbnb's and from a host's point of view, I'm feeling it. I feel my bookings have gone down in the last 3 years, and everybody I talk to kind of feels the same because there is a glut of Airbnb's, the supply is not matching the demand. I feel like that will start weeding out and filtering out naturally, when you're not making money, you're probably going to go into a different market long-term, or you'll sell. I think there will be a natural attrition. Also, enforcing compliance, I think you'll probably get some people who will drop out, they don't want to deal with it. Through better or worse, you'll get that. With the registration, I want to be careful of this because I don't just want the city to start banging on doors, saying they need to comply. I think there's a nice way of doing this, getting people on board, getting excited about it. Some education, like here's where your lodger's tax goes, we're actually trying to pull in more business into town. The other thing is, and I know we've talked about this ad nauseam, really for the last 3 years, I really would love to have Airbnb and VRBO collect and submit all taxes, because they're not. Airbnb is collecting gross receipts tax, and lodger's tax, but they're not collecting the 1%. Administratively, it's a big pain for a host to have to collect that, and then go write a check for \$10 every month. I just think that if we can get that to be collected by those platforms, it also levels the playing field. So, when a guest goes in and looks around for different reservations, the tax is being collected across the board the same, because it's not now. It's just a barrier to entry, you know, let's encourage people to sign up, register as business with the city, and pay for the Short-Term Rental license. "But, hey, we've got the tax part taken care of, you don't have to do that." and I think that will encourage more people to sign up. Any questions?

Chairman Sisney: So is Airbnb collecting those fees now but on the unregistered people, what's the difference if they're registered or not?

Member Hammer: Yes. So, I have a spreadsheet that shows what VRBO and what Airbnb are collecting and remitting on every reservation or not. Gross receipts is being collected on every reservation no matter if you're registered or not. Lodger's tax is being collected and remitted on every reservation for Airbnb whether you're registered or not. Convention tax is voluntary. Then, VRBO, which is about 20% of my business, obviously none of this is VRBO stats, so there's more. But I think if you're registered for Airbnb, you're also on VRBO, or the opposite way. I don't know of many people who are just doing VRBO instead of Airbnb, they're doing both. So, VRBO, they're collecting and remitting gross receipts on every reservation whether you're registered or not. They are not collecting and remitting lodger's tax and convention tax. My next initiative is to try to get someone on the phone within VRBO so we can try to work with

the city and get a voluntary collection agreement that they collect and submit it on everybody. Because we're leaving money on the table, the city, that also just enforces compliance, it also levels the playing field for hosts, because every reservation will have those line items, instead of some do and some don't. Some people see the taxes and some don't. Does that answer your question?

Chairman Sisney: Yes, thank you.

Assistant City Manager Alvarez: Very nice information, thank you.

Chairman Sisney: Thank you, Molly Hammer. I'd like to make a statement for the record, whether there will be a the record or not, I've been on this board for years and I was not doing Airbnb when I joined this committee, so I'm not here because of that. That came later on, but you know how people talk.

#### **8. REPORTS FROM THE BOARD: None**

#### **9. REPORTS FROM STAFF:**

City Manager Whitehead: I would just say thank you guys. I know it's a difficult day, this was a long meeting, several hours, but just reminding you, Mr. Chair, trying to get you and Traci to be together, so on days that maybe it's a long meeting and you have lots of stuff, maybe workshop isn't on the agenda. She and I talked a little bit about that, the workshop is really here for us, for you guys to use to be respectful of your time and those kinds of things. Not really looking to have special meetings all the time for you either. But if you have a full agenda like today, I ask Traci to say to the Chair, "Hey let's just do the workshop next time and get through our business so you guys are reasonably out of here." We'll get better at this, and let me just conclude by saying there was a lot of information, I make notes, I hear everything, I'm listening. It's a challenge, I want to be fair to you to not sound like it's overwhelming, it's just a bunch. And it'll take a minute to really turn the ship. Even the Variance timing thing, that probably has never come up, where you all the sudden go, "Uh oh what does that code really say?" and I think those are just things we will have to note and fix. We'll continue to look at all those issues that were discussed here today, I assure you.

Chairman Sisney: We appreciate you working with us.



Member Hammer: I'm sorry, I have one more important topic with regards to Airbnb stays, long-term and short-term. It's in the packet. In our ordinance, we enforce taxes to be collected on stays over 29 days unless there's a lease agreement that happens. The problem with that is when somebody comes to me through Airbnb and VRBO, I can't just take them offline, and say we won't have to go through Airbnb and VRBO. What's happening is VRBO and Airbnb are automatically putting Lodger's tax and all the taxes on that reservation for stays longer than 29 days. No one else in the state does this, so I don't know how this got approved or why it was written, but I will get in trouble as a host if I say, "Hey, contact me offline, we'll just take this offline." They will shut me down, Airbnb and VRBO, they don't like that, because it's business for them, so I don't really have the opportunity to create a lease agreement with this person. Technically, it's impossible to do, if the lead comes through Airbnb or VRBO, and I'm on Furnished Finder too, so I can find that offline, that's no problem. But at some point I want to revisit that language in the code because that's what VRBO is doing because they're reading our code, and they're just slapping on that tax automatically, and I just don't think that's fair for long-term. It makes it cost-prohibitive, it's another 15% on their reservation, and it's expensive if they want to stay 3 months, and I want to encourage people to stay long-term. Anyway, I just want to make sure, if we don't discuss it today, I would like that changed as a host.

City Manager Whitehead: Sure.

Vice Chairman Buhler: Good job, Molly.

Member Kent: You know, the whole long meeting thing, we need to timebox these. I just missed an appointment, so you know. Being here 2 hours doesn't really work.

Assistant City Manager Alvarez: I will give the board a heads-up, I know we have at least 2 and possibly 3 or 4 public hearings that will be on the next meeting.

Member Kent: So definitely no workshopping.

Chairman Sisney: If you can let me know before the meeting that someone has a time constraint-

Member Kent: I always do every Monday. I need to be somewhere at 6:00.

Chairman Sisney: Oh, okay. That's good to know.

Member Kent: That's what I'm saying, it would be really nice if these meetings could not go, I mean if we could be done at 5-6 I can run.

Chairman Sisney: You can also leave, I mean we handled everything.

Member Kent: At this point I could have, but then, we've all been here a long time too.

Vice Chairman Buhler: If someone has to excuse themselves, that should never be a problem, we still have enough people to-

Member Kent: Next time I'll walk out.

#### **10. ADJOURNMENT:**

**Chairman Sisney adjourned the meeting at 6:08pm**

**PASSED AND APPROVED ON THIS 11<sup>th</sup> DAY OF AUGUST, 2025.**

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Chris Sisney, Chairman  
Planning & Zoning Board



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

*Agenda Item #: H.3*

**SUBJECT:** Discussion/Action – New Mexico Capital Outlay Grant Agreement 25-J3166 Animal Shelter Renovation Project

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** August 8, 2025

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

Capital Outlay funding request was submitted for additional funds to renovate/expand the Animal Shelter and has been awarded.

Total Award: \$500,000.00 - \$495,000.00 for Renovation funds and \$5,000.00 is for Art in Public Places

***Recommendation:***

Accept funding offer and execute grant agreement

***Attachments:***

- Grant Agreement
- 

***Fiscal Impact (Finance):*** Yes

\$495,000.00 Reimbursement Funds

***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. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-13-25

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT  
CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Truth or Consequences, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

**WITNESSETH**

**WHEREAS**, in the Laws of 2025, Chapter 159, Section 511, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**AGREEMENT**

**I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION**

- A. **25-J3166 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 511, Paragraph 33, Five Hundred Thousand Dollars and No Cents, \$500,000.00, to plan, design, construct, renovate, furnish and equip an animal shelter in Truth or Consequences in Sierra county;.
- B. Grantee's total reimbursements shall not exceed \$500,000.00 Five Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$5,000.00 Five Thousand Dollars and No Cents, which equals \$495,000.00 Four Hundred Ninety Five Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

**II. DISBURSEMENT LIMITATION**

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of



Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
  - b. The total amount received by Grantee shall not exceed the lesser of:
    - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
  - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
  - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
  - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
  - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
  - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

### III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Truth or Consequences  
Name: Rolf Hechler  
Title: Mayor  
Address: 505 Sims St., Tor C, NM 87901  
Email: rhechler@torcnm.org  
Telephone: 575-894-6673

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Truth or Consequences  
Name: Traci Alvarez  
Title: CFO  
Address: 505 Sims St., T or C, NM 87901  
Email: talvarez@torcnm.org

Telephone: 575-952-0565

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

Department: DFA/Local Government Division  
Name: Melanie Viarrial  
Title: Grant Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501  
Email: melanie.viarrial@dfa.nm.gov  
Telephone: 505-690-1561

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

#### **IV. TERM & DEADLINE TO EXPEND FUNDS**

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30<sup>th</sup> day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
  - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
  - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

#### **V. EARLY TERMINATION**

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
  - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
  - c. Termination for violation of the terms of this Agreement; or
  - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.

i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;

b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations



with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

## **VII. AMENDMENTS**

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

## **VIII. REPORTING**

### **A. Database Reporting**

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**B. Requests for Additional Information/Project Inspection**

- a. During the term of this Agreement and the Record Retention Period, the Department may:
  - i. Request additional information regarding the Project as it deems necessary and
  - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

**IX. REQUEST FOR PAYMENT PROCEDURES**

**A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
  - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
  - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
  - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
  - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
  - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

**B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.**

**C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:**

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

## **X. PROJECT CONDITIONS AND RESTRICTIONS**

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
  - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
  - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

## **XI. REPRESENTATIONS AND WARRANTIES**

### **A. Reliance by Department.**

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

### **B. Grantee hereby represents and warrants the following:**

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
  - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
  - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
  - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.



- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
  - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
  - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

## **XII. PROJECT RECORDS**

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

## **XIII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

## **XIV. LIABILITY**

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

#### **XV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **XVI. REQUIRED NON-APPROPRIATIONS CLAUSE**

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
- a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
  - b. If the Legislature does not make sufficient appropriations and authorization, City of Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination.
  - c. The City of Truth or Consequences's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Truth or Consequences or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences or the State Department of Finance and Administration."

#### **XVII. REQUIRED TERMINATION CLAUSE**

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Truth or Consequences, the City of Truth or Consequences may terminate this contract immediately by providing Contractor written notice of such termination.
  - b. In the event of termination pursuant to this paragraph, the City of Truth or Consequences's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

#### **XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
  - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
  - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
  - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
  - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
  - iii. The SBOF may in the future impose further or different conditions upon the Project;
  - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
  - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
  - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
  - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

## **XX. GENERAL PROVISIONS**

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.



Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]  
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**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Department's date of execution.

**APPROVED BY DEPARTMENT:**

**Cabinet Secretary, Wayne Propst:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Chief Financial Officer, Mackie Romero:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Local Government Division Director, Cecilia Mavrommatis:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**AS TO LEGAL FORM AND SUFFICIENCY**

General Counsel's Office:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**APPROVED BY GRANTEE:**

City of Truth or Consequences

Entity Name

**Official with Authority to Bind Grantee:**

Signature

Rolf Hechler

(Print Name)

Mayor

(Title)

8-13-2025

Date

**Fiscal Officer or Chief Financial Officer:**

Signature

Jocelyn Holguin

(Print Name)

Finance Director

(Title)

8-13-2025

Date

---

**As To Legal Form And Sufficiency**

Signature

Jaime Rubin

(Print Name)

Attorney

(Title)

8-13-2025

Date



**EXHIBIT A**  
Request for Payment Form and Certification

| <b>STATE OF NEW MEXICO<br/>GRANT APPROPRIATION<br/>Request for Payment Form<br/>Exhibit A</b>                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I. Grantee Information</b> (Must match your DFA Substitute W-9 Form)                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| A.                                                                                                                                                                                                                                    | Grantee: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| B.                                                                                                                                                                                                                                    | Address: _____<br><small>(Complete Mailing, including Suite, if applicable)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                                       | City, State, Zip: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| C.                                                                                                                                                                                                                                    | Contact Name/Phone #: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| D.                                                                                                                                                                                                                                    | Grant No.: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| E.                                                                                                                                                                                                                                    | Project Title: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F.                                                                                                                                                                                                                                    | Grant Expiration Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>II. Payment Computation</b>                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| A.                                                                                                                                                                                                                                    | Payment Request No. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| B.                                                                                                                                                                                                                                    | Grant Amount: <span style="float: right;">\$ 0.00</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| C.                                                                                                                                                                                                                                    | AIPP Amount (If Applicable): <span style="float: right;">\$ 0.00</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| D.                                                                                                                                                                                                                                    | Funds Requested to Date: <span style="float: right;">\$ 0.00</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| E.                                                                                                                                                                                                                                    | Amount Requested this Payment: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F.                                                                                                                                                                                                                                    | Reversion Amount (if applicable): <span style="float: right;">\$ 0.00</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| G.                                                                                                                                                                                                                                    | Grant Balance: <span style="float: right;">\$ 0.00</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| H.                                                                                                                                                                                                                                    | <input type="checkbox"/> Final Request for Payment (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>III. Fiscal Year :</b> <span style="background-color: #e0f0ff; padding: 2px;">2020 (July 1, 2025-June 30, 2026)</span><br><small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>IV. Certifications</b>                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <input type="checkbox"/>                                                                                                                                                                                                              | I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:<br>a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.<br>b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.<br>c. Submission of supporting documentation as required by the Agreement.<br>d. Maintenance of all necessary records and documentation as stipulated in the Agreement. |
| <input type="checkbox"/>                                                                                                                                                                                                              | I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.                                                                                                                                                                                                                                                                                                                       |
| <input type="checkbox"/>                                                                                                                                                                                                              | I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.                                                                                                                                                                                                                          |
| <hr/>                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Grantee Fiscal Officer or Fiscal Agent</b> (if applicable)                                                                                                                                                                         | <b>Grantee Representative</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Printed Name: _____                                                                                                                                                                                                                   | Printed Name: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Date: _____                                                                                                                                                                                                                           | Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>(State Agency Use Only)</b>                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Vendor Code: _____                                                                                                                                                                                                                    | Fund No.: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| PO # _____                                                                                                                                                                                                                            | Loc No.: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| I certify that the State Agency financial and vendor file information agree with the above submitted information.                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ASD Officer: _____                                                                                                                                                                                                                    | Division Grant Manager: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Date: _____                                                                                                                                                                                                                           | Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

Revised 7/2025

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**EXHIBIT B**  
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT B**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, Grant Manager

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

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

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: Grant Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Revised 7/2025

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## EXHIBIT C

### Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

#### OPTIONAL EXHIBIT C SPECIAL CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

**Procurement** - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

**Budget** - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

**Capital Assets** - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

**Travel and Per Diem** - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

**Timely Audits** - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

**Cash Management** - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

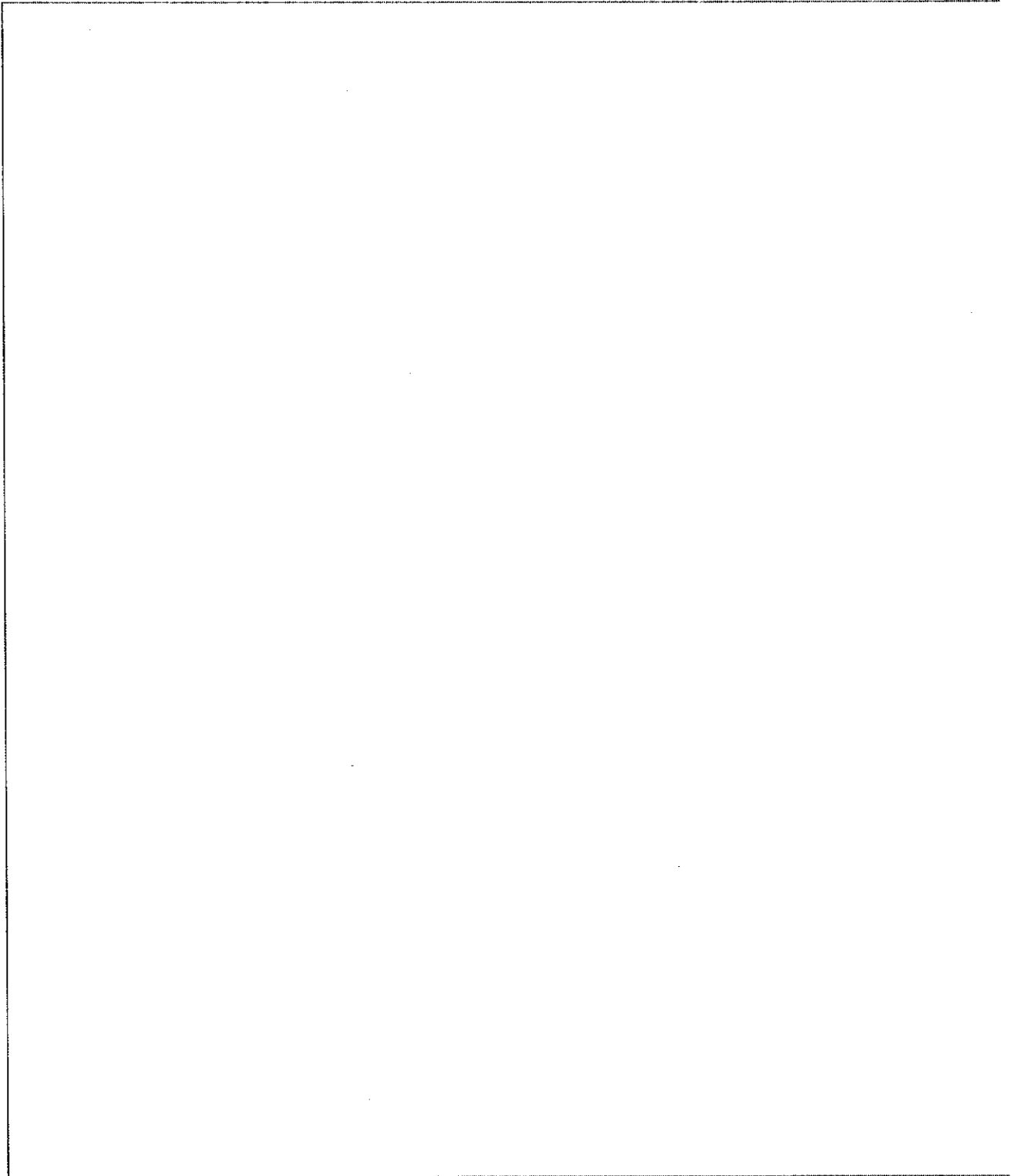
The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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**EXHIBIT D**

**Project Budget Worksheet \***

\*(Provided separately when grant agreement issued to Grantee)



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**EXHIBIT E**  
Data Sharing Provisions

**Exhibit E**

Data Sharing Provisions for New Mexico Capital Outlay Agreements

**I. Introduction:**

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

**II. Definitions:**

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

**III. Purpose:**

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

**IV. Use of Information:**

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

**V. Safeguarding Information:**

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

**VI. Re-Disclosure of Information:**

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

**VII. Ownership of Information:**

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

*Agenda Item #: H.4*

**SUBJECT:** Discussion/Action – New Mexico Capital Outlay Grant Agreement 25-J3167 Police Dept. Renovation Project

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** August 8, 2025

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

The City Commission approved the purchase of 210 Main Street in 2024 for the purpose of relocating our police department. Building will require renovations prior to relocating the department. A Capital Outlay funding request was submitted and has been awarded.

Total Award: \$360,000.00 - \$356,400.00 for Renovation funds and \$3,600 is for Art in Public Places

***Recommendation:***

Accept funding offer and execute grant agreement

***Attachments:***

- Grant Agreement
- 

***Fiscal Impact (Finance):*** Yes

\$356,000.00 Reimbursement Funds

***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. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-13-25



**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT  
CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Truth or Consequences, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

**WITNESSETH**

**WHEREAS**, in the Laws of 2025, Chapter 159, Section 512, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**AGREEMENT**

**I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION**

- A. **25-J3167 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 512, Paragraph 33, Three Hundred Sixty Thousand Dollars and No Cents, \$360,000.00, to plan, design, construct, renovate, furnish and equip police department facilities in Truth or Consequences in Sierra county;.
- B. Grantee's total reimbursements shall not exceed \$360,000.00 Three Hundred Sixty Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$3,600.00 Three Thousand Six Hundred Dollars and No Cents, which equals \$356,400.00 Three Hundred Fifty Six Thousand Four Hundred Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

**II. DISBURSEMENT LIMITATION**

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of



Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
  - b. The total amount received by Grantee shall not exceed the lesser of:
    - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
  - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
  - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
  - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
  - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
  - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

### III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Truth or Consequences  
Name: Rolf Hechler  
Title: Mayor  
Address: 505 Sims St., Tor C, NM 87901  
Email: rhechler@torcnm.org  
Telephone: 575-894-6673

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Truth or Consequences  
Name: Traci Alvarez  
Title: CFO  
Address: 505 Sims St., T or C, NM 87901  
Email: talvarez@torcnm.org

Telephone: 575-952-0565

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

Department: DFA/Local Government Division  
Name: Melanie Viarrial  
Title: Grant Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501  
Email: melanie.viarrial@dfa.nm.gov  
Telephone: 505-690-1561

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

#### **IV. TERM & DEADLINE TO EXPEND FUNDS**

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30<sup>th</sup> day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
  - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
  - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

#### **V. EARLY TERMINATION**

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
  - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
  - c. Termination for violation of the terms of this Agreement; or
  - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.

i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;

b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations



with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

## **VII. AMENDMENTS**

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

## **VIII. REPORTING**

### **A. Database Reporting**

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**B. Requests for Additional Information/Project Inspection**

- a. During the term of this Agreement and the Record Retention Period, the Department may:
  - i. Request additional information regarding the Project as it deems necessary and
  - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

**IX. REQUEST FOR PAYMENT PROCEDURES**

**A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
  - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
  - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
  - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
  - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
  - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

**B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.**

**C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:**

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

## **X. PROJECT CONDITIONS AND RESTRICTIONS**

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
  - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
  - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

## **XI. REPRESENTATIONS AND WARRANTIES**

### **A. Reliance by Department.**

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

### **B. Grantee hereby represents and warrants the following:**

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
  - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
  - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
  - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.



- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
  - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
  - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

## **XII. PROJECT RECORDS**

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

## **XIII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

## **XIV. LIABILITY**

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

#### **XV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **XVI. REQUIRED NON-APPROPRIATIONS CLAUSE**

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
  - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
  - b. If the Legislature does not make sufficient appropriations and authorization, City of Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination.
  - c. The City of Truth or Consequences's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Truth or Consequences or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences or the State Department of Finance and Administration."

#### **XVII. REQUIRED TERMINATION CLAUSE**

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
  - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Truth or Consequences, the City of Truth or Consequences may terminate this contract immediately by providing Contractor written notice of such termination.
  - b. In the event of termination pursuant to this paragraph, the City of Truth or Consequences's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

#### **XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

- A. Throughout the term of this Agreement, Grantee shall:
  - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

- public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
  - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
  - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS**

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
    - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    - iii. The SBOF may in the future impose further or different conditions upon the Project;
    - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
  - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

## **XX. GENERAL PROVISIONS**

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.



Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]  
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**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Department's date of execution.

**APPROVED BY DEPARTMENT:**

**Cabinet Secretary, Wayne Propst:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Chief Financial Officer, Mackie Romero:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Local Government Division Director, Cecilia Mavrommatis:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**AS TO LEGAL FORM AND SUFFICIENCY**

General Counsel's Office:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**APPROVED BY GRANTEE:**

City of Truth or Consequences  
Entity Name

**Official with Authority to Bind Grantee:**

\_\_\_\_\_  
Signature

Rolf Hechler  
(Print Name)

Mayor  
(Title)

8-13-2025  
Date

**Fiscal Officer or Chief Financial Officer:**

\_\_\_\_\_  
Signature

Jocelyn Holguin  
(Print Name)

Finance Director  
(Title)

8-13-2025  
Date

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**As To Legal Form And Sufficiency**

\_\_\_\_\_  
Signature

Jaime Rubin  
(Print Name)

Attorney  
(Title)

8-13-2025  
Date



**EXHIBIT A**  
Request for Payment Form and Certification

| <b>STATE OF NEW MEXICO<br/>GRANT APPROPRIATION<br/>Request for Payment Form<br/>Exhibit A</b>                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I. Grantee Information</b> (Must match your OFA Substitute W-9 Form)                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| A.                                                                                                                                                                                                                                    | Grantee: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| B.                                                                                                                                                                                                                                    | Address: _____<br><small>(Complete Mailing, including Suite, if applicable)</small><br>_____<br><small>City, State, Zip</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| C.                                                                                                                                                                                                                                    | Contact Name/Phone #: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| D.                                                                                                                                                                                                                                    | Grant No: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| E.                                                                                                                                                                                                                                    | Project Title: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F.                                                                                                                                                                                                                                    | Grant Expiration Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>II. Payment Computation</b>                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| A.                                                                                                                                                                                                                                    | Payment Request No. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| B.                                                                                                                                                                                                                                    | Grant Amount: <span style="float: right;">\$ 0.00</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| C.                                                                                                                                                                                                                                    | AIPP Amount (If Applicable): <span style="float: right;">\$ 0.00</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| D.                                                                                                                                                                                                                                    | Funds Requested to Date: <span style="float: right;">\$ 0.00</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| E.                                                                                                                                                                                                                                    | Amount Requested this Payment: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F.                                                                                                                                                                                                                                    | Reversion Amount (if applicable): <span style="float: right;">\$ 0.00</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| G.                                                                                                                                                                                                                                    | Grant Balance: <span style="float: right;">\$ 0.00</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| H.                                                                                                                                                                                                                                    | <input type="checkbox"/> Final Request for Payment (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>III. Fiscal Year :</b> <span style="background-color: #e0f0ff; padding: 2px;">2026 (July 1, 2025-June 30, 2026)</span><br><small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>IV. Certifications</b>                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <input type="checkbox"/>                                                                                                                                                                                                              | I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:<br>a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.<br>b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.<br>c. Submission of supporting documentation as required by the Agreement.<br>d. Maintenance of all necessary records and documentation as stipulated in the Agreement. |
| <input type="checkbox"/>                                                                                                                                                                                                              | I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.                                                                                                                                                                                                                                                                                                                       |
| <input type="checkbox"/>                                                                                                                                                                                                              | I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.                                                                                                                                                                                                                          |
| <hr/>                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Grantee Fiscal Officer or Fiscal Agent (if applicable)</b>                                                                                                                                                                         | <b>Grantee Representative</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Printed Name _____                                                                                                                                                                                                                    | Printed Name _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Date: _____                                                                                                                                                                                                                           | Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>(State Agency Use Only)</b>                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Vendor Code: _____                                                                                                                                                                                                                    | Fund No.: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| PO # _____                                                                                                                                                                                                                            | Loc No.: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| I certify that the State Agency financial and vendor file information agree with the above submitted information.                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ASD Officer _____                                                                                                                                                                                                                     | Division Grant Manager _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Date _____                                                                                                                                                                                                                            | Date _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

*Revised 7/2025*

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**EXHIBIT B**  
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, Grant Manager

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

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

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: Grant Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Revised 7/2025

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## EXHIBIT C

### Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

#### OPTIONAL EXHIBIT C SPECIAL CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

**Procurement** - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

**Budget** - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

**Capital Assets** - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

**Travel and Per Diem** - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

**Timely Audits** - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

**Cash Management** - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

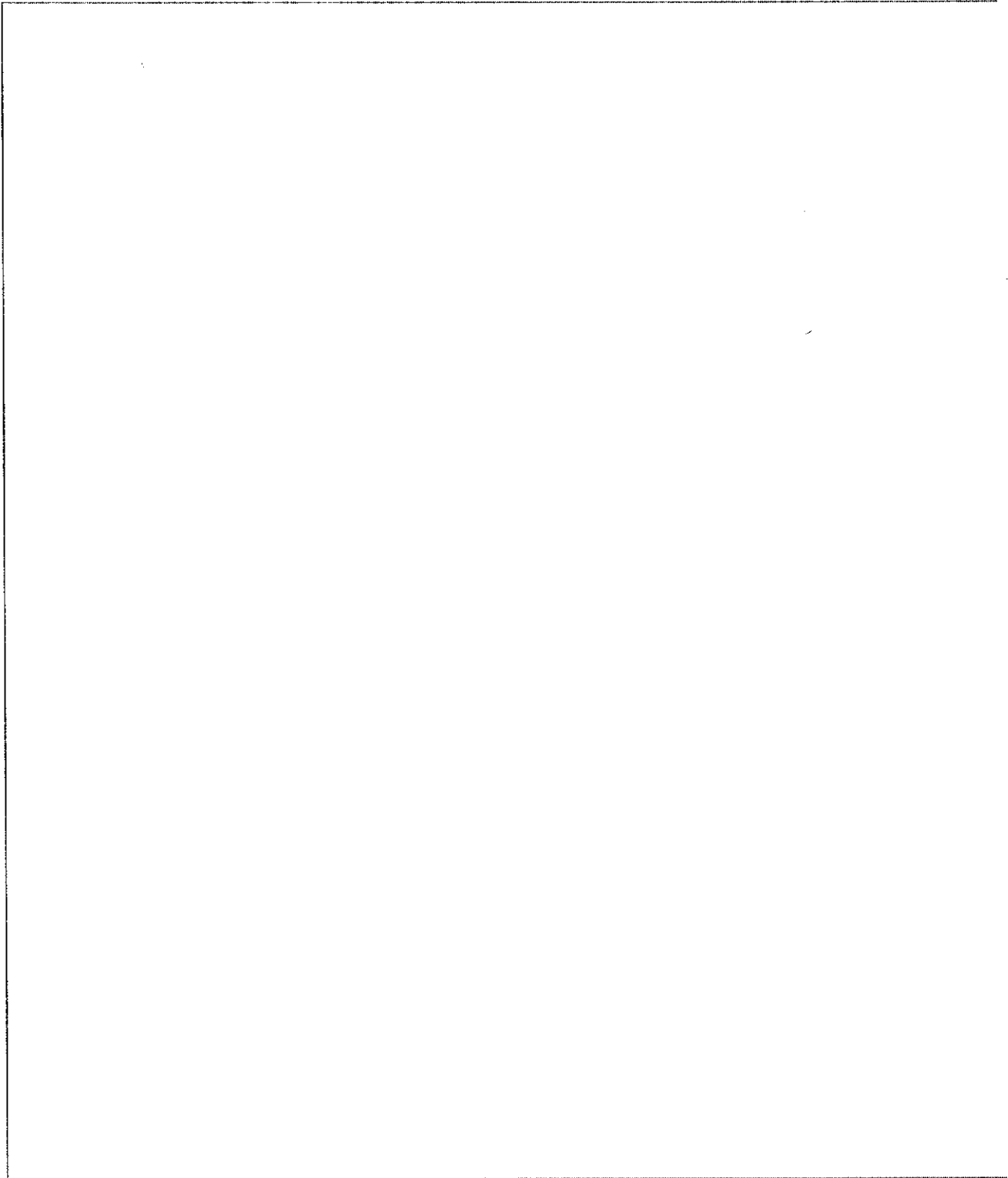
The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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**EXHIBIT D**

**Project Budget Worksheet \***

\*(Provided separately when grant agreement issued to Grantee)



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**EXHIBIT E**  
Data Sharing Provisions

**Exhibit E**

Data Sharing Provisions for New Mexico Capital Outlay Agreements

**I. Introduction:**

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

**II. Definitions:**

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

**III. Purpose:**

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

**IV. Use of Information:**

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

**V. Safeguarding Information:**

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

**VI. Re-Disclosure of Information:**

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

**VII. Ownership of Information:**

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: H.5

**SUBJECT:** PNC Building 2024 Property Tax.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** August 8, 2025

**SUBMITTED BY:** Angela A. Torres, City Clerk

**WHO WILL PRESENT THE ITEM:** City Manager Whitehead

***Summary/Background:***

Discussion and approval to pay 2024 Sierra County property tax including penalties and interest.

***Recommendation***

Approval to pay 2024 Sierra County property tax including penalties and interest..

***Attachments:***

- Tax Bill
- -

***Fiscal Impact (Finance):*** Yes

See attached statement

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

-

***Approved For Submittal By:*** ☒ Department Director

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

***Final Approval:*** ☒ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25



MAY 14, 2025

Owner # 0002283

DISTRICT 6 IN

CANDACE CHAVEZ  
SIERRA COUNTY TREASURER  
1712 DATE STREET SUITE B  
T OR C  
NM 87901  
575-894-3524

BRIEF PROPERTY DESCRIPTION  
Code 3 022 078 169 492  
ORIGINAL TOWNSITE  
BLOCK 103  
LOTS 1 THRU 8  
210 MAIN

CITY OF T OR C  
505 SIMS ST  
T OR C NM 87901

| TAX YEAR BILL# | AMOUNT DUE |
|----------------|------------|
| 2024-0002709   | \$14435.29 |
|                | -----      |
|                | \$14435.29 |

TOTAL AMOUNT DUE IF PAID ON OR BEFORE JUNE 30, 2025

This letter is to inform you that your property taxes are delinquent. Please pay the amount due ASAP.

If the amount is highlighted, you are 3 years past due and need to pay the most delinquent year or your property will be transferred to the State of NM Property Tax Division on July 1st and sold at auction. (7-38-61 NMSA) A fee of \$125.00 will be added. (7-38-62, NMSA) Penalty and Interest will be added to this account every month until it is paid in full. (7-38-49 & 7-38-50, NMSA)

To avoid the possible loss of this property, please give this matter your immediate attention.

Manufactured (Mobile) Home: Cost to County Fees and Lien  
A manufactured (mobile) home that is not assessed as real property is considered "Personal Property" and is titled by the Motor Vehicle Division. If the MH is delinquent, it will accrue a \$25.00 Cost to County fee for the first year delinquent plus an additional \$5.00 per year in which the taxes are delinquent. If the MH is 3 years delinquent, the County will place a LIEN through the Motor Vehicle Division. Penalty and Interest will be added to this account every month until it is paid in full. (7-38-49 & 7-38-50, NMSA)

Please change your address with the County Assessor 575-894-2589 if your address is not up to date.

#### Payment Options

Check or Money Order: Payable to Sierra County Treasurer  
Mail payment to 1712 N Date St, Suite B, T or C, NM 87901  
Pay by Phone: 1-833-440-5573  
Pay Online: <https://www.sierraco.org> (Departments/Treasurer/Pay Online)  
Fees apply to online and phone payments: Echeck (\$1.50), Debit Card (\$3.95)  
Credit Card (2.4%)

Sierras date =



OMB No. 2502-0265

|                             |  |
|-----------------------------|--|
| 8. Mortgage Ins Case Number |  |
|-----------------------------|--|

|                             |
|-----------------------------|
| F. Name & Address of Lender |
|-----------------------------|

1

11/11/2007 12:02

form HUD-1 (3/86)  
Handbook 4305.2

| I. Settlement Charges                                                               |    |         |  | Paid From                      | Paid From                    |
|-------------------------------------------------------------------------------------|----|---------|--|--------------------------------|------------------------------|
| 700. Total Sales/Broker's Commission based on price, \$430,000.00 @ % = \$20,200.00 |    |         |  | Borrower's Funds at Settlement | Seller's Funds at Settlement |
| Division of Commission (line 700) as follows:                                       |    |         |  |                                |                              |
| 701. \$20,200.00                                                                    | to | Collars |  |                                |                              |
| 702.                                                                                | to |         |  |                                |                              |
| 703. Commission Paid at Settlement                                                  |    |         |  | \$0.00                         | \$20,200.00                  |
| 704. Gross Receipt Tax                                                              | to |         |  |                                |                              |
| 800. Items Payable in Connection with Loan                                          |    |         |  |                                |                              |
| 801. Loan Origination Fee %                                                         | to |         |  |                                |                              |
| 802. Loan Discount %                                                                | to |         |  |                                |                              |
| 803. Appraisal Fee                                                                  | to |         |  |                                |                              |
| 804. Credit Report                                                                  | to |         |  |                                |                              |
| 805. Lender's Inspection Fee                                                        | to |         |  |                                |                              |
| 806. Mortgage Insurance Application                                                 | to |         |  |                                |                              |
| 807. Assumption Fee                                                                 | to |         |  |                                |                              |
| 808. Flood Certification Fee                                                        | to |         |  |                                |                              |
| 900. Items Required by Lender To Be Paid in Advance                                 |    |         |  |                                |                              |
| 901. Interest from 8/30/2024 to 9/1/2024 @ /day                                     |    |         |  |                                |                              |
| 902. Mortgage Insurance Premium for months to                                       |    |         |  |                                |                              |
| 903. Hazard Insurance Premium for years to                                          |    |         |  |                                |                              |
| 1000. Reserves Deposited With Lender                                                |    |         |  |                                |                              |
| 1001. Hazard Insurance months @ per month                                           |    |         |  |                                |                              |
| 1002. Mortgage Insurance months @ per month                                         |    |         |  |                                |                              |
| 1003. City property taxes months @ per month                                        |    |         |  |                                |                              |
| 1004. County property taxes months @ per month                                      |    |         |  |                                |                              |
| 1005. Assessment Taxes months @ per month                                           |    |         |  |                                |                              |
| 1006. School property taxes months @ per month                                      |    |         |  |                                |                              |
| 1007. HOA Fees months @ per month                                                   |    |         |  |                                |                              |
| 1008. Other taxes months @ per month                                                |    |         |  |                                |                              |
| 1011. Aggregate Adjustment                                                          |    |         |  |                                |                              |
| 1100. Title Charges                                                                 |    |         |  |                                |                              |
| 1101. Settlement or closing fee to Elmar Abstract & Title Company                   |    |         |  |                                |                              |
| 1102. Abstract or title search to Elmar Abstract & Title Company                    |    |         |  |                                |                              |
| 1103. Title examination to                                                          |    |         |  |                                |                              |
| 1104. Title Insurance binder to Elmar Abstract & Title Company                      |    |         |  |                                |                              |
| 1105. Document preparation to                                                       |    |         |  |                                |                              |
| 1106. Notary fees to                                                                |    |         |  |                                |                              |
| 1107. Attorney's fees to                                                            |    |         |  |                                |                              |
| (includes above items numbers;                                                      |    |         |  |                                |                              |
| 1108. Title Insurance to Elmar Abstract & Title Company                             |    |         |  | \$2,093.00                     |                              |
| (includes above items numbers;                                                      |    |         |  |                                |                              |
| 1109. Lender's coverage \$0.00/\$2,093.00                                           |    |         |  |                                |                              |
| 1110. Owner's coverage \$430,000.00/\$0.00                                          |    |         |  |                                |                              |
| 1111. Commitment/Binder to Elmar Abstract & Title Company                           |    |         |  | \$100.00                       |                              |
| 1200. Government Recording and Transfer Charges                                     |    |         |  |                                |                              |
| 1201. Recording Fees Deed \$25.00; Mortgage; Rel to Sierra County Clerk             |    |         |  | \$25.00                        |                              |
| 1202. City/county tax/stamps Deed; Mortgage to                                      |    |         |  |                                |                              |
| 1203. State tax/stamps Deed; Mortgage to                                            |    |         |  |                                |                              |
| 1204. Record Survey to Sierra County Clerk                                          |    |         |  |                                |                              |
| 1300. Additional Settlement Charges                                                 |    |         |  |                                |                              |
| 1301. Wire Transfer Fee to Elmar Abstract & Title Company                           |    |         |  |                                | \$30.00                      |
| 1302. Pest inspection to                                                            |    |         |  |                                |                              |
| 1303. Overnite mail to Elmar Abstract & Title Company                               |    |         |  |                                |                              |
| 1304. Escrow Set-up Fee to                                                          |    |         |  |                                |                              |
| 1305. Mobilehome transfer fee to Elmar Abstract & Title Company                     |    |         |  |                                |                              |
| 1306. Release Tracking Fee to Require Release Tracking                              |    |         |  |                                |                              |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)   |    |         |  | \$2,218.00                     | \$20,230.00                  |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

City of Truth or Consequences

*[Signature]*  
By Rolf Hochler, Mayor

PNC Bank, National Association, a national banking association

By Kathleen A. Taylor, Vice President

## SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

*[Signature]* 8/29/24  
Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

### PRORATION OF TAX SCHEDULES

To: PNC Bank, National Association, a national banking association, Seller  
City of Truth or Consequences, Purchaser

Proration as of 08/30/2024 using 2023 tax rates.

GP #: 24259

Property: Original Townsite, Block 103, Lot 1-8, Sierra County

| City                  | \$0.00      |
|-----------------------|-------------|
| County                | \$11,080.74 |
| Assessments           | \$0.00      |
| School                | \$0.00      |
| MUD                   | \$0.00      |
| Other                 | \$0.00      |
| Total Estimated Taxes | \$11,080.74 |

Seller(s) owned property 243 days in 2024 making the Seller's portion of the taxes \$7,356.88.

Purchaser(s) will own property for 123 days in 2024 making the Purchaser's portion of the taxes \$3,723.86.

Total Taxes: \$11,080.74

Seller(s) prorata portion of estimated taxes for 2024 due Purchaser(s) will be paid as follows:  
Taxes are not yet due and payable. Seller will be debited Sellers portion, and Purchaser will be credited Sellers portion.

The foregoing tax schedule is approved and accepted by the undersigned.

PNC Bank, National Association, a national banking  
association

Dated: August 30, 2024  
Ekmar Abstract & Title Company

By: Kathleen A. Taylor, Vice President

By: D. Sanders

City of Truth or Consequences

Rolf Hechler  
Dyr. Rolf Hechler, Mayor

*gubuthea @town.org*

**New Mexico Administrative Code**  
**Title 3 - TAXATION**  
**Chapter 6 - PROPERTY TAXES**  
**Part 7 - ADMINISTRATIVE PROVISIONS**  
**Section 3.6.7.14 - VALUATION DATE**

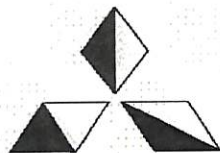
**Universal Citation:** 3 NM Admin Code 3.6.7.14

Current through Register Vol. 36, No. 6, March 25, 2025

**A. TAXABLE STATUS OF PROPERTY FIXED AS OF JANUARY 1 OF EACH**

**YEAR:** January 1 of each year is the date which determines the tax status of all property subject to valuation for property taxation purposes, except livestock valued as of the date and in the manner prescribed under Section 7-36-21 NMSA 1978. This status includes determination of whether the property is exempt from property taxation. Therefore, if property is not entitled to exemption from property taxation under the Property Tax Code on January 1 of the tax year, it is not exempted from taxation for that tax year. The sale or transfer of the property to a tax exempt owner at a later date during the tax year does not entitle the property to exemption for that tax year.





- ◆ Enter
- ◆ Update
- ◆ Prior Bill
- ◆ Next Bill
- ◆ Property Description
- ◆ Scan/View
- ◆ Cancel
- ◆ Return
- ◆ Tax History

Bill# 2024 0002709

Own# 0002283

Dist 6 IN

Fin# 000

Next Bill

Previous Bill

2023-0010118

CITY OF T OR C

505 SIMS ST

T OR C

NM 87901

Property # 3 022 078 169 492

ORIGINAL TOWNSITE

BLOCK 103

LOTS 1 THRU 8

210 MAIN

|                 | First Half | Second Half |
|-----------------|------------|-------------|
| Un-Paid         | 6683.01    | 6683.00     |
| Interest        | 534.64     | 200.49      |
| Penalty         | 334.15     | 200.49      |
| Cost            |            |             |
| Half due        | 7551.80    | 7083.98     |
| Current Tax Due |            | 14635.78    |
| Prior Taxes Due |            |             |
| Total taxes Due |            | 14635.78    |

TAXES

TAX-DESC

Livestock

# HEAD

N/R-VALUE

12358.12

RESIDENTL

CIEK

NON-RES

Sheep

CATTLE

Goats

SHEEP

EqCam

GOATS

Dairy

EQUINES

Swine

DAIRY

Bison

SWINE

Ratit

BISON

RES-VALUE

RATITES

N/R-VALUE

Cen

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162147

1072512

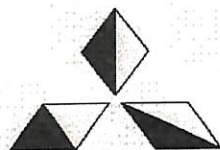
1234659

411553

0

411553

13366.01 Original Tax



- ◆ Enter
- ◆ Update
- ◆ Prior Bill
- ◆ Next Bill
- ◆ Property Description
- ◆ Scan/View
- ◆ Cancel
- ◆ Return
- ◆ Tax History

Bill# 2023 0010118

Own# 0002283

Dist 6 IN

Fin# 000

Next Bill 2024-0002709

Previous Bill 2022-0003065

PNC BANK NATIONAL ASSOCIATION

C/O INVOKE PARTNERS

PO BOX 850

AUORA OH 44202 0850

Property # 3 022 078 169 492

ORIGINAL TOWNSITE

BLOCK 103

LOTS 1 THRU 8

210 MAIN

Last Pymt 3/25/2024 2023-0005563M

|                 | First Half | Second Half |
|-----------------|------------|-------------|
| Un-Paid         | .00        | .00         |
| Interest        |            |             |
| Penalty         |            |             |
| Cost            |            |             |
| Half due        | .00        | .00         |
| Current Tax Due |            | .00         |
| Prior Taxes Due |            |             |
| Total taxes Due |            | .00         |

TAXES

TAX-DESC

Livestock

# HEAD

N/R-VALUE

10094.42

RESIDENTL

CHEK

NON-RES

Sheep

CATTLE

Goats

SHEEP

EqCam

GOATS

Dairy

EQUINES

Swine

DAIRY

Bison

SWINE

Ratit

BISON

RES-VALUE

N/R-VALUE

RATITES

Cen

Lnd

Imp

P P

M H

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Fam

Vet

Oth

0 Exm

0 Net

162147

1021440

1183587

394529

0

394529

394.53

591.79

S ARROYO

C. S. W. D.

SIERRA

FLOOD

NON-REND

ADM-FEE

11080.74 Original Tax



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: H.6

**SUBJECT:** FY 25 Electric Vehicle Infrastructure Grant Funds Award Letter.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** August 8, 2025

**SUBMITTED BY:** Angela A. Torres, City Clerk

**WHO WILL PRESENT THE ITEM:** City Manager Whitehead

**Summary/Background:**

The city was awarded funding for a dual port charging station at 411 McAdoo Street. The award is in the amount of \$641,341.

**Recommendation:**

Approval.

**Attachments:**

Award Letter

- 

**Fiscal Impact (Finance):** Choose an item.

-

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

-

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25





July 24, 2025

City of Truth or Consequences, New Mexico  
Bo Easley  
Electric Department Director  
O- 505-468-7000  
[beasley@torcnm.org](mailto:beasley@torcnm.org)

Dear Bo Easley:

**RE: FY 2025 NMDOT Electric Vehicle Infrastructure Grant Funds Award Letter. City of Truth or Consequences, 411 McAdoo St, Truth or Consequences, New Mexico, 87901**

Congratulations! The New Mexico Department of Transportation (NMDOT) has selected your project to receive FY 2025 NMDOT Electric Vehicle Infrastructure Grant Award Funds (FY25EVIGF). Please know that we were impressed by the quality of your application and the level of commitment the City of Truth or Consequences will make to advance electrification in the State of New Mexico. The FY 2025 NMDOT EVIGF is possible because of your partnership with NMDOT, and we truly appreciate your participation in the build-out of the project listed below.

Please review the award information and award totals, sign this Award Letter, and return the signed Award Letter to Andrew Gonzales via email at [Andrew.Gonzales@dot.nm.gov](mailto:Andrew.Gonzales@dot.nm.gov) by August 1, 2025. Upon receipt of the signed Award Letter, NMDOT will forward a grant agreement for execution. Please contact Andrew Gonzales should you have any questions (email: [Andrew.Gonzales@dot.nm.gov](mailto:Andrew.Gonzales@dot.nm.gov); phone (505-699-0072).

| Award information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Responsible Charge:                                     | Email:                                                                                           | Phone:        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------------|---------------|
| City of Truth or Consequences                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Bo Easley                                               | <a href="mailto:beasley@torcnm.org">beasley@torcnm.org</a>                                       | 505-894-6673  |
| <b>Project Scope of Work:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                         |                                                                                                  |               |
| <p>Pursuant to the FY2025 NMDOT EVIGF CFP/RFP, the selected contractor shall design, install, operate, and maintain publicly accessible EV charging stations at designated locations, completing the project within 12 months as outlined in the original CFP/RFP.</p> <p>Stations must support DC Fast Charging (150kW per port) with SAE CCS connectors, maintain 97% uptime with repairs within 48-72 hours, and provide 24/7 customer support. All stations must be public facing and offer 24/7 open public access. Operators must ensure ADA compliance, secure necessary permits, implement a sustainable business model, and submit quarterly usage reports for five years. Installations must meet UL 50E, NEC 625.5, FCC, and NMDOT signage standards, and be performed by EVITP-certified electricians.</p> <ul style="list-style-type: none"><li>o 150-kilowatt (kW) direct current fast charger (DCFC) at each respective location;</li><li>o Each charger must have a Combined Charging System (CCS) Type 1 connector; and</li><li>o Each charging station must supply power according to an EV's power delivery request, ensuring that each port can deliver up to 150 kW simultaneously while accommodating load balancing and vehicle-specific charging needs.</li></ul> <p>Non-compliance may result in funding reallocation or contract termination.</p> |                                                         |                                                                                                  |               |
| Host Site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Address                                                 | Level III Charger                                                                                | Award         |
| City of Truth or Consequences                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 411 McAdoo St, Truth or Consequences, New Mexico, 87901 | 1 Dual Port iCharging DC Fast units<br>300kW (150kW per port) CC reader, PM, and 5-year warranty | \$ 641,341.00 |

**Michelle Lujan Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

**Commissioners**

**John McElroy**  
Commissioner  
District 1

**Gary Tonjes**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner, Vice Chairman  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6



Critical Next Steps and Considerations for EVIGF DCFC Station Projects:

- ✓ Engage with Andrew Gonzales, Deputy Director of Special Projects, by email at [Andrew.Gonzales@dot.nm.gov](mailto:Andrew.Gonzales@dot.nm.gov) or by phone at (505) 699-0072 to begin the contract development process.
- ✓ This award letter is NOT a guarantee of funding. Any work done prior to receiving official notice will not be reimbursed.
- ✓ Read and refer to the FY 2025 NMDOT EVIGF CFP/RFP (due date June 30, 2025) for project processes and requirements, including site eligibility, technical specifications, permitting, reporting, and compliance with NMDOT infrastructure and operational standards.
- ✓ NMDOT reserves the right to select or reject proposed projects, and to fund only one portion of a proposed project. Selected applicants granted funding have the option to accept or decline the grant.

Again, I congratulate the City of Truth or Consequences and thank you for your participation in the 2025 EVIGP application. It has been a pleasure to learn about your organization. We certainly look forward to working with you in the very near future.

Sincerely,



Andrew Gonzales  
NMDOT  
Deputy Director of Special Projects  
505-699-0072  
[Andrew.Gonzales@dot.nm.gov](mailto:Andrew.Gonzales@dot.nm.gov)

---

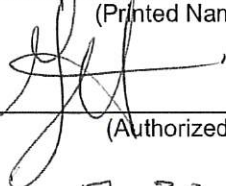
ACKNOWLEDGEMENT AND AGREED:

The City of Truth or Consequences hereby accepts the award, pursuant to the terms and conditions set forth in this FY 2025 NMDOT EVIGF Award Letter, to include all requirements as listed in the CFP/RFP document.

**City of Truth or Consequences**

Gary Whitehead

(Printed Name)



(Authorized Signatory)

7-30-25

(Date)



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: H.7.a

**SUBJECT:** Approval of Purchase Requisitions over \$60,000: Contract #2025-06-005 Highland Enterprises Inc.-ITB #2025-06-005 Ralph Edwards Park Boat Ramp and Dock Award

**DEPARTMENT:** Finance

**DATE SUBMITTED:** August 8, 2025

**SUBMITTED BY:** Jocelyn Holguin, Finance Director

**WHO WILL PRESENT THE ITEM:** Jocelyn Holguin, Finance Director

**Summary/Background:**

Discussion/Action: Approval of Purchase Requisitions over \$60,000. Please, see attached:

**Recommendation:**

Approval Recommended by Finance Director

**Attachments:**

- \*Letter from Finance Director
- \* ITB #2025-06-005 Ralph Edwards Park Boat Ramp and Dock Award
- \* Wilson Letter of Award Recommendation
- \* Procurement Approval Form

[Click here to enter text.](#)

**Fiscal Impact (Finance): Yes**

- \*Project short fall requires additional funding.

**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 08/13/2025

*Rolf Hechler*  
Mayor

*Amanda Forrister*  
Mayor Pro-Tem

*Merry Jo Fahl*  
Commissioner



505 Sims St.  
Truth or Consequences, New Mexico 87901  
P: 575-894-6673 ♦ F: 575-894-7767  
[www.torcnm.org](http://www.torcnm.org)

*Destiny Mitchell*  
Commissioner

*Ingo Hoeppe*  
Commissioner

*Gary Whitehead*  
City Manager

August 8, 2025

To City Mayor, Pro-Tem and Commissioners,

**RE: ITB #2025-06-005 Ralph Edwards Park Boat Ramp and Dock Award**

The Procurement Department along with Community Services and Wilso & Company issued an Invitation to Bid for a new boat ramp and dock at the Ralph Edwards Park. A portion of the funding is what is left from the New Mexico Economic Development Grant (Trails Plus+).

There were two responsive bids submitted, Highland Enterprise, Inc. and Las Cruces Construction, LLC. Highland is the lowest bid; we are requesting Commission approvals to move forward with the project while approving the additional cost required. The City was aware of the short fall and accounted for the coverage. We would like to expense the grant in its entirety and continue with the growth of the Ralph Edwards Park development. The Community Services Department has coordinated with BOR (Bureau of Reclamation) and the Army Corps of Engineers for this project as the Rio Grand flow is a factor for the project.

Please, review the attached documents and approve the requested procurement. Thank you.

Regards,

  
Jocelyn Holguin  
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: \_\_\_\_\_

Notes: \_\_\_\_\_ Requisition # \_\_\_\_\_

PROCUREMENTS \$60,000 AND OVER

2025-26 Fiscal Year

COMMISSION MEETING 08/13/2025

| Number | Vendor Name                                     | Description                                                  | Requested By    | Department  | Total Amount | Procurement Type  |
|--------|-------------------------------------------------|--------------------------------------------------------------|-----------------|-------------|--------------|-------------------|
| H.7.A. | Contract #2025-06-005 Highland Enterprises Inc. | ITB #2025-06-005 Ralph Edwards Park Boat Ramp and Dock Award | Jocelyn Holguin | Procurement | \$250,229.17 | Invitation To Bid |

|              |               |
|--------------|---------------|
| TOTAL AMOUNT | \$ 250,229.17 |
|--------------|---------------|

ATTEST:

\_\_\_\_\_  
Angela Torres, Clerk-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rolf Hechler, Major

\_\_\_\_\_  
Date

Please note: There is a short fall for the project funding in the amount of \$87,568.33. The City is aware of the short fall and has taken into account for the offset cost.  
REQUISITION TO BE UPDATED FOLLOW APPROVALS AND/OR FUNDING SOURCE REQUIREMENTS, TO TURN INTO STANDING PURCHASE ORDERS.



**CONTRACT #2025-06-005**

**CITY OF T OR C  
RALPH EDWARDS PARK NEW BOAT RAMP & DOCK**

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences of Sierra County, hereinafter referred to as the "City of T or C" and **Highland Enterprises, Inc.**, hereinafter referred to as the "Construction Manager", and is effective as of the date set forth below upon which it is executed by the Board of City of T or C Commissioners.

WHEREAS the City of T or C issued a Invitation to Bid (ITB) to provide Services under ITB 2025-06-005 and

WHEREAS the Services submitted its original proposal and was selected under ITB 2025-06-005 and

WHEREAS the City of T or C desires to engage the Services to render certain Construction services, as needed, and the Contractor is willing to provide such services and to enter into this Construction Services Agreement; and

WHEREAS this Master Agreement includes all Exhibits and any subsequently awarded Contract for Construction Services form the Contract Documents and are all as fully a part of the Contract as if attached to this Agreement; and

WHEREAS the Contractor was selected to provide and perform such Construction Services as provided for within this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**IT IS AGREED BETWEEN THE PARTIES**

1. **Scope of Work. ITB #2025-06-005 and related Addenda's**
2. **Compensation.**

A. The City of T or C agrees to pay the Services in full payment for the services and work contemplated under the terms of this Agreement and satisfactorily performed under the individual Base Bid and allowable Preference percentages. In no event will the Services be paid any amount in excess of the specified total amount payable in the individual purchase order without the purchase order being amended in writing. The Contract Sum Shall be Two Hundred Fifty Thousand Two Hundred Twenty-Nine Dollars and Seventeen Cents, **(\$250,229.17)**, subject to additions and deductions as provided in the Contract Documents. Inclusive of New Mexico GRT. This cost includes the Add Alternate Dike Total Amount of Seven Thousand Three

Hundred Sixty-Nine Dollars and Fifty Cents, (\$7,369.50), should a water dike diversion not be required during the construction phase of the project the cost shall be removed in its entirety and the **Base Bid Award** including New Mexico Gross Receipts Tax shall be Two Hundred Forty-Two Thousand Eight Hundred Fort-Nine Dollars and Fifty Cents, (\$242,859.67). ***Please note the following: If a dike is required Highland will discuss with the City for approval prior to acting as the City is required to coordinate with other entities of the project for approval.***

B. New Mexico Gross Receipts Tax will be billed as a separate added amount at the time of each pay request at the percentage applicable at the time of billing.

C. Reimbursable services of the Services will include the following items when approved in writing by the Owner: Cost of reproduction of drawings and specifications required for bidding. Payment of reimbursable expenses to the Services will be paid by the Owner at the direct cost to the Construction manager. All requests for reimbursable expenses will be accompanied by copies of original detailed invoices.

D. Payment is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Article 1, Scope of Work.

E. Contractor must submit a detailed statement accounting for all services performed, as specified in the individual purchase order. If the City of T or C finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor with a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. The City of T or C will continue to pay Contractor for any undisputed amounts pursuant to Article 2(A). Upon certification by the City of T or C that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days of the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

F. The payment of taxes due for any money received under this Agreement shall be the Construction Manager's sole responsibility and shall be reported under the Construction Manager's Federal and State tax identification number(s).

### **3. Term.**

This Agreement is for ***Nine Months*** (9) months from the date of approval by the City of T or C Board of City Commissioners. With the conditions of completion prior to the (9<sup>th</sup> month) termination. Based on the condition requirements for project completion from the sub recipient funding source.

#### **4. Termination For Convenience.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City of T or C's sole liability upon such termination shall be to pay for acceptable work ordered and performed prior to the Construction Manager's receipt of the notice of termination, if the City of T or C is the terminating party, or the Construction Manager's sending of the notice of termination, if the Services is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Services shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Services if the Services becomes unable to perform the services contracted for, as determined by the City of T or C or if, during the term of this Agreement, the Services or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY OF T OR C'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSTRUCTION MANAGER'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City of T or C or the Services of notice of termination of this Agreement, the Services shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City of T or C; 2) comply with all directives issued by the City of T or C in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City of T or C shall direct for the protection, preservation, retention or transfer of all property titled to the City of T or C and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Services with contract funds shall become property of the City of T or C upon termination and shall be submitted to the City of T or C as soon as practicable.

#### **5. Termination For Cause.**

A. City of T or C may by written notice terminate this Agreement in whole or in part for Construction Manager's default if the Services fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such an event, City of T or C may otherwise secure the materials, supplies or services ordered, and the Services shall be liable for damages suffered by City of T or C thereby, including incidental and consequential damages. If after termination, the City of T or C determines Services was not in default, or if Construction Manager's default is

due to failure of City of T or C, termination shall be deemed for the convenience of City of T or C. The rights and remedies of City of T or C provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement as used in this paragraph, the word "Construction Manager" includes Construction Manager's sub-suppliers at any tier.

B. In the event a termination for cause notice is issued by the City of T or C, the Services shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City of T or C; 2) comply with all directives issued by the City of T or C in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City of T or C shall direct for the protection, preservation, retention or transfer of all property titled to the City of T or C and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Services with contract funds shall become property of the City of T or C upon termination and shall be submitted to the City of T or C as soon as practicable.

**6. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City of T or C Commissioners for the performance of each task order assigned under this Agreement. If sufficient appropriations and authorization are not made by the Board of City of T or C Commissioners, this Agreement shall terminate immediately upon written notice being given by the City of T or C to the Construction Manager. The City of T or C's decision as to whether sufficient appropriations are available shall be accepted by the Services and shall be final. If the City of T or C proposes an amendment to the Agreement to unilaterally reduce funding, the Services shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Construction Manager.**

The Services and its agents and employees are independent Construction Managers performing professional services for the City of T or C and are not employees of the City of T or C. The Services and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City of T or C vehicles, or any other benefits afforded to employees of the City of T or C as a result of this Agreement. The Services acknowledges that all sums received hereunder are reportable by the Services for tax purposes, including without limitation, self-employment and business income tax. The Services agrees not to purport to bind the City of T or C unless the Services has express written authority to do so, and then only within the strict limits of that authority.



**8. Assignment.**

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

**9. Subcontracting.**

The Services shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City of T or C. Subcontractors listed in an approved task order constitute approval of the City of T or C. No such subcontract shall relieve the Services from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City of T or C. In all cases, the Services is solely responsible for fulfillment of this Agreement.

**10. Release.**

Final payment of the amounts due under each this Agreement shall operate as a release of the procuring agency of the City of T or C, its officers and employees, and the City of T or C from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**11. Confidentiality.**

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

**12. Product of Service -- Copyright.**

All materials developed or acquired by the Services under this Agreement shall become the property of the City of T or C and shall be delivered to the City of T or C no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Services under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Construction Manager.

**13. Conflict of Interest; Governmental Conduct Act.**

A. The Services represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Services further represents and warrants that it has complied with, and,

during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Services specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Services does not employ, has not employed, and will not employ during the term of this Agreement any City of T or C employee while such employee was or is employed by the City of T or C and participating directly or indirectly in the City of T or C's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Services is not a public officer or employee of the City of T or C; (ii) the Services is not a member of the family of a public officer or employee of the City of T or C; (iii) the Services is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Services is a public officer or employee of the City of T or C, a member of the family of a public officer or employee of the City of T or C, or a business in which a public officer or employee of the City of T or C or the family of a public officer or employee of the City of T or C has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Services is not, and has not been represented by, a person who has been a public officer or employee of the City of T or C within the preceding year and whose official act directly resulted in this Agreement and (ii) the Services is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City of T or C whose official act, while in City of T or C employment, directly resulted in the City of T or C's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Services has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Services has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City of T or C.

C. Construction Manager's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City of T or C relied when this Agreement was entered into by the parties. Services shall provide immediate written notice to the City of T or C if, at any time during the term of this Agreement, Services learns that Construction Manager's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Construction Manager's

representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City of T or C and notwithstanding anything in the Agreement to the contrary, the City of T or C may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

**14. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**15. Merger.**

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

**16. Penalties for Violation of Law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**17. Equal Opportunity Compliance.**

The Services agree to abide by all federal, state and City of T or C laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, the Services assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Services are found not to be in compliance with these requirements during the life of this Agreement, Services agrees to take appropriate steps to correct these deficiencies.

**18. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Services agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Sierra City of T or C. By execution of this Agreement, Services acknowledges

and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**19. Workers Compensation.**

The Services agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Services fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City of T or C.

**20. Records and Financial Audit.**

The Services shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City of T or C, the City of T or C's auditor, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The City of T or C shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City of T or C to recover excessive or illegal payments

**21. Disclaimer and Hold Harmless.**

Sierra City of T or C shall not be liable to the Construction Manager, or the Construction Manager's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Construction Manager's person or property, occurring in connection with Construction Manager's performance of Construction Manager's duties according to this Agreement. Services shall hold Sierra City of T or C harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Sierra City of T or C in connection with the performance by Services of Construction Manager's duties according to this Agreement.

**22. Indemnification.**

The Services shall defend, indemnify and hold harmless the City of T or C from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Construction Manager, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Services resulting in injury or damage to persons or property during the time when the Services or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the contractor or any officer, agent, employee, servant or subcontractor



under this Agreement is brought against the Construction Manager, the construction services shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of T or C and the New Mexico Municipal League by certified mail.

**23. Invalid Term or Condition.**

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

**24. Enforcement of Agreement.**

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

**25. Authority.**

If Services are other than a natural person, the individual(s) signing this Agreement on behalf of Services represents and warrants that he or she has the power and authority to bind Construction Manager, and that no further action, resolution, or approval from construction services are necessary to enter into a binding contract.

**26. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the Construction Manager, or any person for influencing or attempting to influence an officer or employee of any City of T or C, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City of T or C, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the Services shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**27. Approval of Services Personnel.**

Personnel proposed in the Construction Manager's written proposal to the City of T or C are considered material to any work performed under this Agreement. No changes of personnel will be made by the Services without prior written consent of the procuring agency of the City of T or C. Replacement of any Services personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Services will be responsible for any expenses incurred in familiarizing the replacement personnel to insure they are productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City of T or C shall retain the right to request the removal of any of the Construction Manager's personnel at any time.

**28. Survival.**

The agreement Articles titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

**29. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**30. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**31. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Municipal League and the parties shall utilize a striking process until a mediator is agreed upon.

**32. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the City of T or C until it is executed by the Board of City of T or C Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement. Further, each individual task order must be fully executed prior to proceeding with any work.

**33. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**34. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**35. Incorporation and Order of Precedence.**

Invitation to Bid #ITB 2025-06-005 and the Construction Company's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Invitation to Bid; then
4. the scope of work, timeframe for completion, and compensation, in reverse chronological order; then
5. the Construction Manager's proposal.

**36. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The Services shall defend, at its own expense, the City of T or C against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of T or C of Sierra based upon the Construction Manager's trade secret infringement relating to any product or service provided under this agreement, the Services agrees to reimburse the City of T or C of Sierra for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of T or C shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Construction Manager's opinion is likely to become the subject of a claim of infringement, the Services shall at its option and expense:

- i. provide a procuring agency of the City of T or C the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Construction Manager. The Construction Manager's obligation will be void as to any product or service modified by the procuring agency of the City of T or C to the extent such modification is the cause of the claim.

### **37. Professional Liability Insurance.**

Services agree to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of: Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 General Aggregate; Professional liability- \$1,000,000 per occurrence, \$2,000,000 General Aggregate. Occurrence type, if available, if not "Claims Made" type with a minimum of a six (6) year tail. The City of T or C will be named as an additional insured on said policy and will be provided with an updated certificate of insurance on an annual basis.

### **38. Compliance With Laws**

In providing the scope of services outlined herein, the Services and the City of T or C shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

### **39. Construction and Severability**

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.



#### 40. Federal Government Subcontract Provisions

The clauses contained in the referenced paragraphs of the Federal Acquisition Regulations (FAR) are hereby incorporated by reference. In the event of any conflict between the terms and conditions of these Federal Acquisition Regulations and any other provisions of this Agreement, the terms and conditions of these Federal Acquisition Regulations shall prevail. For the purposes of Sierra City of T or C, in all of the following clauses, the terms "contract" shall mean the resultant Agreement, and the term "contractor" shall mean "seller." The term "Government" shall mean "Sierra City of T or C" and the terms "contracting officer" shall mean the "Chief Procurement Officer," except in those clauses with an "\*" in the third column (Contract Grant). In the clauses marked with an "\*", "Government" shall mean "United States Government."

**A. 52.222-6 Davis Bacon Act.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**42. Notices.**

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

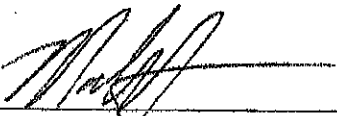
To: City of Truth or Consequences

Jocelyn Holguin, Finance Director/Chief Procurement Officer  
505 Sims Street Truth or Consequences, NM 87901

To: Highland Enterprises, Inc.

Address: PO Box 2409  
Las Cruces, NM 88004

Phone Number: 575-644-7686

By:  Date: 8-8-25  
Mark Hettinga, President

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gary Whitehead, City Manager

**Project Manager:**

O.J. Hechler  
Director of Community Services  
City of Truth or Consequences  
575-740-6716  
[orrin.hechler@torcnm.org](mailto:orrin.hechler@torcnm.org)

**BOARD OF CITY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this day of August 13, 2025.

---

\_\_\_\_\_  
Rolf Hechler, Mayor

Attest:

\_\_\_\_\_  
Angela Torres  
City Clerk

---

**City of Truth or Consequences Chief Procurement Officer:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jocelyn Holguin, Finance Director/ CPO  
City of Truth or Consequences



August 1, 2024

Sent via Email  
Jocelyn Holguin  
Finance Director/CPO  
City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, NM 87901  
[jholguin@torcnm.org](mailto:jholguin@torcnm.org)

Re: Construction Contract Award Recommendation  
Project: Ralph Edwards Park New Boat Ramp and Dock  
ITB No: 2025-06-005

Dear Ms. Holguin,

A bid open conference for the Ralph Edwards Park New Boat Ramp and Dock was held at the City of Truth or Consequences Commission Chambers located at 505 Sims Street on July 10, 2025, at 2:00 p.m. local time. A total of two (2) bids were received from Las Cruces Construction, LLC and Highland Enterprises Inc.; and are summarized in the table below.

| Bidder                       | Excluding NMGR |                                 |
|------------------------------|----------------|---------------------------------|
|                              | Base Bid       | Base Bid + Additive Alternate 1 |
| Las Cruces Construction, LLC | \$ 259,014.00  | \$ 289,014.00                   |
| Highland Enterprises Inc.    | \$ 224,091.97  | \$ 230,891.97                   |
| Engineer's Estimate          | \$153,879.75   | \$ 163,879.75                   |

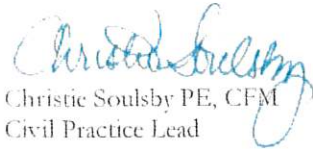
Wilson & Company has conducted a certified bid evaluation and has identified that both contractor bid packages have met the required criterion of responsiveness. The lowest responsive bid was submitted by Highland Enterprises, Inc., their submittal is in compliance with the specifications and contract documents.

Highland Enterprises Inc. is licensed to perform the work and is in good standing with the New Mexico Construction Industries Division and a NMDOT prequalified contractor. Their permanent New Mexico Contracting license number is 4460, while holding current work contracting attached classifications of work GA98, GB98, GF01, GF03, GF04, GF05, GF08, and GF09. Furthermore, their Bid Bond Surety Company (Hudson Insurance Company) is licensed and authorized to do business in the State of New Mexico.

Wilson & Company recommends consideration of contract award to Highland Enterprises Inc. for the construction of the Ralph Edwards Park New Boat Ramp and Dock Project in the amount of \$230,891.97 (excluding NMGR) to include all base bid and additive alternate bid items. The contract award amount including NMGR is \$250,229.17. The bid amount is currently over the City's current project budget. If additional construction funds are identified and procured the full bid amount including additive alternate will be within budget.

If you have any questions, please feel free to contact me at my office no. 505-348-4014.

WILSON & COMPANY



Christie Soulsby PE, CFM  
Civil Practice Lead

Cc: O.J. Hechler, Director of Community Services  
Gary Whitehead, City of T or C C City Manager

Attachments:

- 1) Bid Tabulation
- 2) Contractor Licensing
- 3) Certified Listing of Bonding Companies
- 4) NMDOT Prequalification List



**CITY OF TRUTH OR CONSEQUENCES - RALPH EDWARDS PARK NEW BOAT ACCESS RAMP AND DOCK  
BID TABULATION 7/14/2025**

| Project No: 24-000-166-00          |                                                                                           |      |           | LAS CRUCES CONSTRUCTION, LLC |               | HIGHLAND ENTERPRISES INC. |               | Engineers Estimate |               |
|------------------------------------|-------------------------------------------------------------------------------------------|------|-----------|------------------------------|---------------|---------------------------|---------------|--------------------|---------------|
| ITEM NO.                           | ITEM DESCRIPTION                                                                          | UNIT | EST. QTY. | UNIT COST                    | Amount        | UNIT COST                 | Amount        | UNIT COST          | Amount        |
| <b>CONSTRUCTION BASE BID ITEMS</b> |                                                                                           |      |           |                              |               |                           |               |                    |               |
| 1                                  | CLEARING AND GRUBBING                                                                     | LS   | 1         | \$ 9,018.00                  | \$ 9,018.00   | \$ 1,542.87               | \$ 1,542.87   | \$ 1,222.14        | \$ 1,222.14   |
| 2                                  | UNCLASSIFIED EXCAVATION                                                                   | C.Y. | 830       | \$ 42.69                     | \$ 35,432.70  | \$ 42.77                  | \$ 35,499.10  | \$ 20.00           | \$ 16,600.00  |
| 3                                  | STRUCTURAL CONCRETE, CLASS AA                                                             | S.Y. | 10        | \$ 1,434.60                  | \$ 14,346.00  | \$ 2,252.50               | \$ 22,525.00  | \$ 2,000.00        | \$ 20,000.00  |
| 4                                  | REMOVAL OF STRUCTURES AND OBSTRUCTIONS                                                    | LS   | 1         | \$ 25,169.00                 | \$ 25,169.00  | \$ 1,570.00               | \$ 1,570.00   | \$ 5,000.00        | \$ 5,000.00   |
| 5                                  | WIRE ENCLOSED RIPRAP CLASS A                                                              | C.Y. | 60        | \$ 583.93                    | \$ 35,035.80  | \$ 415.80                 | \$ 24,948.00  | \$ 500.00          | \$ 30,000.00  |
| 6                                  | SWPPP PLAN PREPARATION AND MAINTENANCE                                                    | LS   | 1         | \$ 5,500.00                  | \$ 5,500.00   | \$ 2,500.00               | \$ 2,500.00   | \$ 2,444.29        | \$ 2,444.29   |
| 7                                  | TRAFFIC CONTROL MANAGEMENT                                                                | LS   | 1         |                              | \$ -          | \$ 2,252.00               | \$ 2,252.00   | \$ 611.07          | \$ 611.07     |
| 8                                  | MOBILIZATION                                                                              | LS   | 1         | \$ 37,995.62                 | \$ 37,995.62  | \$ 33,730.00              | \$ 33,730.00  | \$ 12,221.44       | \$ 12,221.44  |
| 9                                  | PRECONSTRUCTION UTILITY SURVEY                                                            | LS   | 1         | \$ 7,500.00                  | \$ 7,500.00   | \$ 2,500.00               | \$ 2,500.00   | \$ 10,000.00       | \$ 10,000.00  |
| 10                                 | TRAFFIC CONTROL DEVICES FOR CONSTRUCTION                                                  | LS   | 1         | \$ 4,764.00                  | \$ 4,764.00   | \$ 2,500.00               | \$ 2,500.00   | \$ 1,500.00        | \$ 1,500.00   |
| 11                                 | CONSTRUCTION STAKING BY THE CONTRACTOR                                                    | LS   | 1         | \$ 9,940.24                  | \$ 9,940.24   | \$ 8,800.00               | \$ 8,800.00   | \$ 3,666.43        | \$ 3,666.43   |
| 12                                 | EZ DOCK PREFABRICATED FLOATING BOAT RAMP INCL. GANGWAY, KAYAK LAUNCH, FLOATING RAMP, ETC. | LS   | 1         | \$ 74,312.64                 | \$ 74,312.64  | \$ 82,000.00              | \$ 82,000.00  | \$ 50,614.38       | \$ 50,614.38  |
|                                    | MATERIAL TESTING (NOT ON BID FORM)                                                        |      |           |                              |               |                           | \$ 3,725.00   |                    |               |
|                                    | SUBTOTAL OF BASE BID ITEMS                                                                |      |           |                              | \$ 259,014.00 |                           | \$ 224,091.97 |                    | \$ 153,879.75 |
|                                    | ENGINEERING & CONTINGENCY @ 7%                                                            |      |           |                              |               |                           |               |                    | \$ 10,771.58  |
|                                    | NM GROSS RECEIPTS TAX (NMGR) @ 8.3750%                                                    |      |           |                              | \$ 21,692.42  |                           | \$ 18,767.70  |                    | \$ 12,887.43  |
|                                    | CONSTRUCTION TOTAL                                                                        |      |           |                              | \$ 280,706.42 |                           | \$ 242,859.67 |                    | \$ 177,538.76 |

| ADDITIVE ALTERNATIVE 1 |                                                |      |           | LAS CRUCES CONSTRUCTION, LLC |               | HIGHLAND ENTERPRISES INC. |               | Engineers Estimate |               |
|------------------------|------------------------------------------------|------|-----------|------------------------------|---------------|---------------------------|---------------|--------------------|---------------|
| ITEM NO.               |                                                | UNIT | EST. QTY. | UNIT COST                    | Amount        | UNIT COST                 | Amount        | UNIT COST          | Amount        |
| 13                     | TEMPORARY DIVERSION DIKE                       | LS   | 1         | \$ 30,000.00                 | \$ 30,000.00  | \$ 6,800.00               | \$ 6,800.00   | \$ 10,000.00       | \$ 10,000.00  |
|                        | SUBTOTAL OF ADD. ALT. 1 ITEMS                  |      |           |                              | \$ 30,000.00  |                           | \$ 6,800.00   |                    | \$ 10,000.00  |
|                        | NM GROSS RECEIPTS TAX (NMGR) @ 8.3750%         |      |           |                              | \$ 2,512.50   |                           | \$ 569.50     |                    | \$ 837.50     |
|                        | ADD. ALT. 1 CONSTRUCTION TOTAL                 |      |           |                              | \$ 32,512.50  |                           | \$ 7,369.50   |                    | \$ 10,837.50  |
|                        | SUBTOTAL OF BASE BID WITH ADDITIVE ALTERNATE 1 |      |           |                              | \$ 289,014.00 |                           | \$ 230,891.97 |                    | \$ 163,879.75 |
|                        | BASE BID WITH ADDITIVE ALTERNATE 1 WITH NMGR   |      |           |                              | \$ 313,218.92 |                           | \$ 250,229.17 |                    | \$ 188,376.26 |

PREPARED BY CMS 8/1/25

 \*Yellow Highlight Represents a Mathematical Error

 \* Red Highlight Represents a Non-Responsive Submission

*Christie Soulsby*

I, Christie Soulsby, P.E. do hereby certify that this bid tabulation was prepared under my supervision and I am a duly registered professional engineer under the laws of the State of New Mexico.



Michelle Lujan Grisham  
Governor

Clay Bailey  
Director

Linda M Trujillo  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**  
2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **HIGHLAND ENTERPRISES INC**  
**PERMANENT LICENSE #4460**

*Located at:* P.O. BOX 2409, LAS CRUCES, NM 88004

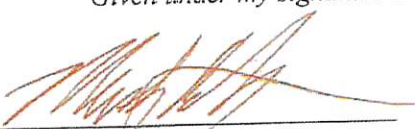
*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

**GA98, GB98, GF01, GF03, GF04, GF05, GF08, GF09**

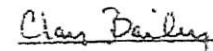
*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

  
*Signature of Contractor*

**01/24/1972**



*Clay Bailey*  
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable



# List of Certified Companies

July 1, 2024

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## **ACE American Insurance Company**

(NAIC #22667)

BUSINESS ADDRESS: 436 Walnut Street P.O. Box 1000, Philadelphia, PA 19106

PHONE: (215) 640-1000

UNDERWRITING LIMITATION b/: \$494,427,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

## **ACE Property and Casualty Insurance Company**

(NAIC #20699)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106

PHONE: (215) 640-1000

UNDERWRITING LIMITATION b/: \$367,529,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

## **ACSTAR INSURANCE COMPANY**

(NAIC #22950)

BUSINESS ADDRESS: 30 SOUTH ROAD, FARMINGTON, CT 06032

PHONE: (860) 415-8400

UNDERWRITING LIMITATION b/: \$1,935,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Illinois

## **ACUITY, A Mutual Insurance Company**

(NAIC #14184)

PHONE: (860) 547-5000

UNDERWRITING LIMITATION b/: \$91,288,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Indiana

## **Hartford Fire Insurance Company**

(NAIC #19682)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001

PHONE: (860) 547-5000

UNDERWRITING LIMITATION b/: \$1,198,606,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Connecticut

## **Hartford Insurance Company of the Midwest**

(NAIC #37478)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001

PHONE: (860) 547-5000

UNDERWRITING LIMITATION b/: \$44,802,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Indiana

## **HDI Global Select Insurance Company**

(NAIC #14265)

BUSINESS ADDRESS: 161 N. Clark Street - 48th Floor, Chicago, IL 60601

PHONE: (312) 580-1900

UNDERWRITING LIMITATION b/: \$910,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Indiana

## **Hudson Insurance Company**

(NAIC #25054)

BUSINESS ADDRESS: 100 William Street, 5th Floor, New York, NY 10038

PHONE: (212) 978-2800

UNDERWRITING LIMITATION b/: \$67,989,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Delaware

## **IMT Insurance Company**

(NAIC #14257)

BUSINESS ADDRESS: P.O. Box 1336, Des Moines, IA 50306 - 1336

PHONE: (515) 453-0777

UNDERWRITING LIMITATION b/: \$15,840,000

SURETY LICENSES c,f/: AZ, IL, IA, MN, MO, NE, ND, SD, WI

INCORPORATED IN: Iowa

## **Indemnity Insurance Company of North America**

(NAIC #43575)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106

PHONE: (215) 640-1000

UNDERWRITING LIMITATION b/: \$17,124,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

## **Indemnity National Insurance Company**

(NAIC #18468)

BUSINESS ADDRESS: 238 Bedford Way, Franklin, TN 37064

PHONE: (615) 592-5346

UNDERWRITING LIMITATION b/: \$11,425,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Mississippi



New Mexico Department of Transportation  
Prequalified Contractors and Subcontractors List  
July 11, 2025

\*This list is renewed once a month.

|                                            |                          |         |            |            |       |
|--------------------------------------------|--------------------------|---------|------------|------------|-------|
| CW POWER SOLUTIONS LLC.                    | Albuquerque, NM          | 87111   | 5/22/2025  | 5/21/2026  | 1.000 |
| CWA Strategic Communications               | Albuquerque, NM          | 87111   | 10/15/2024 | 10/14/2025 | 1.000 |
| Daniel B. Stephens & Associates, Inc.      | Albuquerque, NM          | 87110   | 7/1/2025   | 6/30/2026  | 1.000 |
| DelHur Industries, Inc.                    | West Richland, WA        | 99353   | 9/10/2024  | 9/9/2025   | 1.000 |
| Deming Excavating, Inc.                    | Deming, NM               | 88030   | 8/1/2024   | 7/31/2025  | 1.000 |
| Desert Fox, LLC                            | Peralta, NM              | 87042   | 5/15/2025  | 5/14/2026  | 1.000 |
| Desert West Enterprises, LLC               | Roswell, NM              | 88202   | 6/10/2025  | 6/9/2026   | 1.000 |
| Design Technologies                        | Fairacres, NM            | 88033   | 10/18/2024 | 10/17/2025 | 1.000 |
| Detecht, LLC                               | Castle Rock, CO          | 80108   | 10/23/2024 | 10/22/2025 | 1.000 |
| Deton, Inc DBA Slaton Bros, Inc            | Aurora, CO               | 80014   | 6/23/2025  | 6/22/2026  | 1.000 |
| DH Underground Inc.                        | Albuquerque, NM          | 87199   | 4/10/2025  | 4/9/2026   | 1.000 |
| Diamond Construction Inc. of Las Cruces    | Las Cruces, NM           | 88007   | 10/30/2024 | 10/29/2025 | 1.000 |
| Diamond Surface, Inc                       | Rogers, MN               | 55374   | 4/10/2025  | 4/9/2026   | 1.000 |
| Dismuke Construction                       | Albuquerque, NM          | 87107   | 1/29/2025  | 1/28/2026  | 1.000 |
| Division 27 Communications, LLC            | Albuquerque, NM          | 87114   | 9/16/2024  | 9/15/2025  | 1.000 |
| Drivevyze Ltd.                             | Edmonton, Alberta Canada | T6H 4J9 | 6/5/2025   | 6/4/2026   | 1.000 |
| DuCross Construction LLC                   | Las Cruces, NM           | 88013   | 1/8/2025   | 1/7/2026   | 1.000 |
| Dustrol, Inc.                              | Towanda, KS              | 67144   | 4/22/2025  | 4/21/2026  | 1.000 |
| E2RC, LLC                                  | Bernalillo, NM           | 87004   | 7/26/2024  | 7/25/2025  | 1.000 |
| Egis BLN USA, Inc.                         | Indianapolis, IN         | 46250   | 12/9/2024  | 12/8/2025  | 1.000 |
| El Terrero Construction LLC                | Rio Rancho, NM           | 87174   | 11/5/2024  | 11/4/2025  | 0.950 |
| Emery Sapp & Sons, Inc.                    | Columbia, MO             | 65202   | 1/6/2025   | 1/5/2026   | 1.000 |
| Enchantment Fences, LLC.                   | Albuquerque, NM          | 87105   | 8/8/2024   | 8/7/2025   | 1.000 |
| Enviro Drill                               | Albuquerque, NM          | 87113   | 8/20/2024  | 8/19/2025  | 1.000 |
| Fahrner Asphalt Sealers, LLC               | Plover, WI               | 54467   | 3/20/2025  | 3/19/2026  | 1.000 |
| FC Traffic Control, Inc.                   | Amarillo, TX             | 79105   | 3/19/2025  | 3/18/2026  | 1.000 |
| Fierro & Company                           | Albuquerque, NM          | 87107   | 12/20/2024 | 12/19/2025 | 1.000 |
| Fisher Sand & Gravel - New Mexico, Inc.    | Placitas, NM             | 87043   | 2/28/2025  | 2/27/2026  | 0.932 |
| Flame On, Inc.                             | Monroe, WA               | 98272   | 3/28/2025  | 3/27/2026  | 1.000 |
| FNF Construction, Inc.                     | Tempe, AZ                | 85281   | 4/2/2025   | 4/1/2026   | 0.900 |
| Franklin's Earthmoving, Inc.               | Albuquerque, NM          | 87107   | 6/23/2025  | 6/22/2026  | 1.000 |
| Freyssinet, Inc                            | Sterling, VA             | 20166   | 4/3/2025   | 4/2/2026   | 1.000 |
| General Hydronics Concrete, LLC            | Alamogordo, NM           | 88310   | 3/3/2025   | 3/2/2026   | 1.000 |
| GEOMAT Inc.                                | Farmington, NM           | 87401   | 1/27/2025  | 1/26/2026  | 1.000 |
| George Steel Services, LLC                 | Albuquerque, NM          | 87105   | 4/29/2025  | 4/28/2026  | 1.000 |
| Geostabilization International, LLC        | Commerce City, CO        | 80022   | 1/21/2025  | 1/20/2026  | 1.000 |
| GeoTek, Inc.                               | Albuquerque, NM          | 87107   | 12/3/2024  | 12/2/2025  | 1.000 |
| Geo-Test, Inc                              | Santa Fe, NM             | 87507   | 7/17/2024  | 7/16/2025  | 1.000 |
| Gili Con, Inc                              | Rio Rancho, NM           | 87124   | 2/24/2025  | 2/23/2026  | 1.000 |
| Ginos Enterprise LLC                       | Tijeras, NM              | 87059   | 11/20/2024 | 11/19/2025 | 1.000 |
| GM Emulsion, LLC                           | Santa Fe, NM             | 87507   | 2/7/2025   | 2/6/2026   | 0.956 |
| GME General Building LLC                   | Santa Fe, NM             | 87507   | 6/6/2025   | 6/5/2026   | 1.000 |
| Grandin Testing Lab, Inc.                  | Los Lunas, NM            | 87031   | 10/10/2024 | 10/9/2025  | 1.000 |
| Granite Construction Company               | Watsonville, CA          | 95077   | 1/31/2025  | 1/30/2026  | 1.000 |
| GRL Engineers, Inc.                        | Cleveland, OH            | 44139   | 8/30/2024  | 8/29/2025  | 1.000 |
| Groundhog Excavating, Inc.                 | Albuquerque, NM          | 87107   | 5/27/2025  | 5/26/2026  | 1.000 |
| Groundwater Partners Inc.                  | Albuquerque, NM          | 87109   | 4/22/2025  | 4/21/2026  | 1.000 |
| Guzman Construction Solutions LLC          | Albuquerque, NM          | 87106   | 1/29/2025  | 1/28/2026  | 1.000 |
| GWC Construction Inc                       | Lovington, NM            | 88260   | 8/5/2024   | 8/4/2025   | 1.000 |
| H.O. Construction, Inc.                    | Albuquerque, NM          | 87119   | 5/29/2025  | 5/28/2026  | 1.000 |
| HAK Construction, LLC                      | Tijeras, NM              | 87059   | 5/23/2025  | 5/22/2026  | 1.000 |
| Hard Rock Builders, Inc                    | Farmington, NM           | 87401   | 5/30/2025  | 5/29/2026  | 1.000 |
| Hardy Hole Drilling, LLC                   | El Paso, TX              | 79912   | 3/25/2025  | 3/24/2026  | 1.000 |
| Hasse Contracting Co., Inc.                | Albuquerque, NM          | 87125   | 8/6/2024   | 8/5/2025   | 0.935 |
| Hernandez Concrete Pumping, Inc            | Albuquerque, NM          | 87184   | 8/16/2024  | 8/15/2025  | 1.000 |
| HF Sinclair Refining & Marketing, LLC      | Albuquerque, NM          | 87125   | 3/4/2025   | 3/3/2026   | 1.000 |
| Highland Enterprises, Inc.                 | Las Cruces, NM           | 88004   | 1/31/2025  | 1/30/2026  | 1.000 |
| Horizon Environmental Services, Inc        | Durango, CO              | 81302   | 1/7/2025   | 1/6/2026   | 1.000 |
| Horrocks LLC                               | Albuquerque, NM          | 87110   | 3/11/2025  | 3/10/2026  | 1.000 |
| Howe Precast Concrete Barriers, Inc.       | Queen Creek, AZ          | 85142   | 3/24/2025  | 3/23/2026  | 1.000 |
| Huitt-Zollars, Inc.                        | Dallas, TX               | 75240   | 11/4/2024  | 11/3/2025  | 1.000 |
| I & A Construction, LLC                    | Deming, NM               | 88030   | 9/3/2024   | 9/2/2025   | 1.000 |
| Inspections Plus, LLC                      | Albuquerque, NM          | 87113   | 8/22/2024  | 8/21/2025  | 1.000 |
| Integrated Technologies Corporation        | Albuquerque, NM          | 87107   | 4/9/2025   | 4/8/2026   | 1.000 |
| Intermountain Slurry Seal, Inc.            | Watsonville, CA          | 95077   | 1/31/2025  | 1/30/2026  | 1.000 |
| IPR LTD                                    | Albuquerque, NM          | 87109   | 4/28/2025  | 4/27/2026  | 1.000 |
| J & E Utilities Service LLC                | Albuquerque, NM          | 87106   | 3/7/2025   | 3/6/2026   | 1.000 |
| J & H Services, Inc.                       | Albuquerque, NM          | 87109   | 2/10/2025  | 2/9/2026   | 1.000 |
| J & M Trucking, LLC                        | Hatch, NM                | 87937   | 9/17/2024  | 9/16/2025  | 1.000 |
| J. Almone Associates, LLC                  | Chimayo, NM              | 87522   | 2/24/2025  | 2/23/2026  | 1.000 |
| J.R. STRIPING INC                          | Anton Chico, NM          | 87711   | 5/20/2025  | 5/19/2026  | 1.000 |
| J29 Enterprises, LLC                       | Las Cruces, NM           | 88005   | 3/24/2025  | 3/23/2026  | 1.000 |
| James Hamilton Construction Co.            | Silver City, NM          | 88062   | 6/23/2025  | 6/22/2026  | 1.000 |
| Jaynes Corporation                         | Albuquerque, NM          | 87107   | 1/13/2025  | 1/12/2026  | 1.000 |
| Jennmar Services                           | Canonsburg, PA           | 15317   | 2/24/2025  | 2/23/2026  | 1.000 |
| JFQ Construction, INC                      | Albuquerque, NM          | 87125   | 4/10/2025  | 4/9/2026   | 1.000 |
| JGF Built LLC                              | Las Cruces, NM           | 88005   | 12/9/2024  | 12/8/2025  | 1.000 |
| J-H Supply Company, Inc                    | Albuquerque, NM          | 87113   | 6/5/2025   | 6/4/2026   | 1.000 |
| JLX Triste, LLC                            | Hatch, NM                | 87937   | 9/16/2024  | 9/15/2025  | 1.000 |
| Jordan Foster Construction New Mexico, LLC | Santa Teresa, NM         | 88008   | 7/8/2025   | 7/7/2026   | 1.000 |
| JZ Steel Construction LLC                  | Albuquerque, NM          | 87105   | 6/10/2025  | 6/9/2026   | 1.000 |
| K. Barnett & Sons, Inc.                    | Clovis, NM               | 88102   | 8/27/2024  | 8/26/2025  | 0.986 |





CITY OF TRUTH OR CONSEQUENCES - RALPH EDWARDS PARK NEW BOAT ACCESS RAMP AND DOCK  
BID TABULATION 7/14/2025

| Project No:                        | 24-000-166-00                                                                             |      |           | LAS CRUCES CONSTRUCTION, LLC |               | HIGHLAND ENTERPRISES INC. |               | Engineers Estimate |               |
|------------------------------------|-------------------------------------------------------------------------------------------|------|-----------|------------------------------|---------------|---------------------------|---------------|--------------------|---------------|
| ITEM NO.                           | ITEM DESCRIPTION                                                                          | UNIT | EST. QTY. | UNIT COST                    | Amount        | UNIT COST                 | Amount        | UNIT COST          | Amount        |
| <b>CONSTRUCTION BASE BID ITEMS</b> |                                                                                           |      |           |                              |               |                           |               |                    |               |
| 1                                  | CLEARING AND GRUBBING                                                                     | LS   | 1         | \$ 9,018.00                  | \$ 9,018.00   | \$ 1,542.87               | \$ 1,542.87   | \$ 1,222.14        | \$ 1,222.14   |
| 2                                  | UNCLASSIFIED EXCAVATION                                                                   | C.Y. | 830       | \$ 42.69                     | \$ 35,432.70  | \$ 42.77                  | \$ 35,499.10  | \$ 20.00           | \$ 16,600.00  |
| 3                                  | STRUCTURAL CONCRETE, CLASS AA                                                             | S.Y. | 10        | \$ 1,434.60                  | \$ 14,346.00  | \$ 2,252.50               | \$ 22,525.00  | \$ 2,000.00        | \$ 20,000.00  |
| 4                                  | REMOVAL OF STRUCTURES AND OBSTRUCTIONS                                                    | LS   | 1         | \$ 25,169.00                 | \$ 25,169.00  | \$ 1,570.00               | \$ 1,570.00   | \$ 5,000.00        | \$ 5,000.00   |
| 5                                  | WIRE ENCLOSED RIPRAP CLASS A                                                              | C.Y. | 60        | \$ 583.93                    | \$ 35,035.80  | \$ 415.80                 | \$ 24,948.00  | \$ 500.00          | \$ 30,000.00  |
| 6                                  | SWPPP PLAN PREPARATION AND MAINTENANCE                                                    | LS   | 1         | \$ 5,500.00                  | \$ 5,500.00   | \$ 2,500.00               | \$ 2,500.00   | \$ 2,444.29        | \$ 2,444.29   |
| 7                                  | TRAFFIC CONTROL MANAGEMENT                                                                | LS   | 1         |                              | \$ -          | \$ 2,252.00               | \$ 2,252.00   | \$ 611.07          | \$ 611.07     |
| 8                                  | MOBILIZATION                                                                              | LS   | 1         | \$ 37,995.62                 | \$ 37,995.62  | \$ 33,730.00              | \$ 33,730.00  | \$ 12,221.44       | \$ 12,221.44  |
| 9                                  | PRECONSTRUCTION UTILITY SURVEY                                                            | LS   | 1         | \$ 7,500.00                  | \$ 7,500.00   | \$ 2,500.00               | \$ 2,500.00   | \$ 10,000.00       | \$ 10,000.00  |
| 10                                 | TRAFFIC CONTROL DEVICES FOR CONSTRUCTION                                                  | LS   | 1         | \$ 4,764.00                  | \$ 4,764.00   | \$ 2,500.00               | \$ 2,500.00   | \$ 1,500.00        | \$ 1,500.00   |
| 11                                 | CONSTRUCTION STAKING BY THE CONTRACTOR                                                    | LS   | 1         | \$ 9,940.24                  | \$ 9,940.24   | \$ 8,800.00               | \$ 8,800.00   | \$ 3,666.43        | \$ 3,666.43   |
| 12                                 | EZ DOCK PREFABRICATED FLOATING BOAT RAMP INCL. GANGWAY, KAYAK LAUNCH, FLOATING RAMP, ETC. | LS   | 1         | \$ 74,312.64                 | \$ 74,312.64  | \$ 82,000.00              | \$ 82,000.00  | \$ 50,614.38       | \$ 50,614.38  |
|                                    | MATERIAL TESTING (NOT ON BID FORM)                                                        |      |           |                              |               |                           | \$ 3,725.00   |                    |               |
|                                    | SUBTOTAL OF BASE BID ITEMS                                                                |      |           |                              | \$ 259,014.00 |                           | \$ 224,091.97 |                    | \$ 153,879.75 |
|                                    | ENGINEERING & CONTINGENCY @ 7%                                                            |      |           |                              |               |                           |               |                    | \$ 10,771.58  |
|                                    | NM GROSS RECEIPTS TAX (NMGR) @ 8.3750%                                                    |      |           |                              | \$ 21,692.42  |                           | \$ 18,767.70  |                    | \$ 12,887.43  |
|                                    | CONSTRUCTION TOTAL                                                                        |      |           |                              | \$ 280,706.42 |                           | \$ 242,859.67 |                    | \$ 177,538.76 |
|                                    | PROFESSIONAL SERVICES                                                                     |      |           |                              |               |                           |               |                    |               |
|                                    | ACCEPTANCE MATERIAL TESTING @ 5%                                                          |      |           |                              | \$ 14,035.32  |                           | \$ 12,142.98  |                    | \$ 8,876.94   |
|                                    | PROFESSIONAL SERVICES TOTAL                                                               |      |           |                              | \$ 14,035.32  |                           | \$ 12,142.98  |                    | \$ 8,876.94   |
|                                    | TOTAL PROJECT COSTS                                                                       |      |           |                              | \$ 294,741.74 |                           | \$ 255,002.66 |                    | \$ 186,415.70 |

| ADDITIVE ALTERNATIVE 1 |                                              |      |           | LAS CRUCES CONSTRUCTION, LLC |               | HIGHLAND ENTERPRISES INC. |               | Engineers Estimate |               |
|------------------------|----------------------------------------------|------|-----------|------------------------------|---------------|---------------------------|---------------|--------------------|---------------|
| ITEM NO.               |                                              | UNIT | EST. QTY. | UNIT COST                    | Amount        | UNIT COST                 | Amount        | UNIT COST          | Amount        |
| 13                     | TEMPORARY DIVERSION DIKE                     | LS   | 1         | \$ 30,000.00                 | \$ 30,000.00  | \$ 6,800.00               | \$ 6,800.00   | \$ 10,000.00       | \$ 10,000.00  |
|                        |                                              |      |           |                              |               |                           |               |                    |               |
|                        | SUBTOTAL OF ADD. ALT. 1 ITEMS                |      |           |                              | \$ 30,000.00  |                           | \$ 6,800.00   |                    | \$ 10,000.00  |
|                        | NM GROSS RECEIPTS TAX (NMGR) @ 8.3750%       |      |           |                              | \$ 2,512.50   |                           | \$ 569.50     |                    | \$ 837.50     |
|                        | ADD. ALT. 1 CONSTRUCTION TOTAL               |      |           |                              | \$ 32,512.50  |                           | \$ 7,369.50   |                    | \$ 10,837.50  |
|                        | BASE BID WITH ADDITIVE ALTERNATE 1 WITH NMGR |      |           |                              | \$ 313,218.92 |                           | \$ 250,229.17 |                    | \$ 188,376.26 |

PREPARED BY CMS 8/1/25

 \* Yellow Highlight Represents a Mathematical Error

 \* Red Highlight Represents a Non-Responsive Submission

\$289,014.00      \$230,891.97

These totals were not included on the bid tab but they are base bid + add alt total without NMGR



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: H7.6

**SUBJECT:** Approval of Purchase Requisitions over \$60,000: Lonestar Freightliner Group LLC-CES-Direct Purchase- Sanitation/Solid Waste

**DEPARTMENT:** Finance

**DATE SUBMITTED:** August 8, 2025

**SUBMITTED BY:** Jocelyn Holguin, Finance Director

**WHO WILL PRESENT THE ITEM:** Jocelyn Holguin, Finance Director

**Summary/Background:**

Discussion/Action: Approval of Purchase Requisitions over \$60,000. Please, see attached:

**Recommendation:**

Approval Recommended by Finance Director

**Attachments:**

- \*Letter from Finance Director
- \* CES Direct Purchase/Lonestar Freightliner
- \* Procurement Approval Form

[Click here to enter text.](#)

**Fiscal Impact (Finance): Yes**

- \*Budgeted in the Solid Waste Budget for FY 25/26

**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 08/13/2025

*Rolf Hechler  
Mayor*

*Amanda Forrister  
Mayor Pro-Tem*

*Merry Jo Fahl  
Commissioner*



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

*Destiny Mitchell  
Commissioner*

*Ingo Hoeppner  
Commissioner*

*Gary Whitehead  
City Manager*

August 8, 2025

To City Mayor, Pro-Tem and Commissioners,

**RE: CES DIRECT PURCHASE-LONESTAR FREIGHTLINER-SOLID WASTE**

The Finance Department along with Solid Waste and the City Manager have been in discussions about purchasing a new 2026 Freightliner for the Solid Waste department. The item has been budgeted and following the presentation provided by the department we would like to request to move forward with the process to procure the Lonestar Freightliner via the CES process.

Please, review the attached documents and approve the requested procurement. Thank you.

Regards,

Jocelyn Holguin  
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/ Tabled: \_\_\_\_\_

Notes: \_\_\_\_\_ Requisition # 94713



PROCUREMENTS \$60,000 AND OVER

2025-26 Fiscal Year

COMMISSION MEETING 08/13/2025

| Number       | Vendor Name                               | Description                      | Requested By  | Department  | Total Amount | Procurement Type                 |
|--------------|-------------------------------------------|----------------------------------|---------------|-------------|--------------|----------------------------------|
| H.7.B. 94713 | Lonestar Freightliner/CES Direct Purchase | New 2026 Freightliner 108SD Plus | Carmen Howell | Solid Waste | \$290,460.00 | Cooperative Educational Services |

|              |               |
|--------------|---------------|
| TOTAL AMOUNT | \$ 290,460.00 |
|--------------|---------------|

ATTEST:

\_\_\_\_\_  
Angela Torres, Clerk-Treasurer

\_\_\_\_\_  
Date

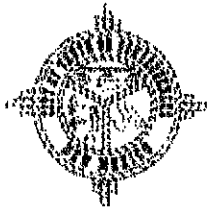
\_\_\_\_\_  
Rolf Hechler, Major

\_\_\_\_\_  
Date

Please note: This item has been budget in FY 25/26.

REQUISITION TO BE UPDATED FOLLOW APPROVALS AND/OR FUNDING SOURCE REQUIREMENTS, TO TURN INTO STANDING PURCHASE ORDERS.





# REQUISITION

Requisition #: 94713

Date: 07/02/2025

Vendor #: 8677

**ISSUED TO:** LONESTAR FREIGHTLINER GROUP LL  
12901 I-40 WEST FRONTAGE RD  
ALBUQUERQUE, NM 87121-

**SHIP TO:** SANITATION  
601 Nadyne Court  
Truth or Consequences, NM 87901

| ITEM                                                                                                                                                                                                                                                                      | UNITS DESCRIPTION                    | PROJECT # | PRICE GL ACCOUNT NUMBER | AMOUNT     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------|-------------------------|------------|
| 1                                                                                                                                                                                                                                                                         | 0 2026 FREIGHTLINER M2 108SD REFUS 1 |           | 0.00 505-3904-80810     | 290,460.00 |
| <b>PO Description:</b> 2026 FREIGHTLINER REFUS TRUCK-CES-DIRECT PURCHASE<br><b>Detailed Description:</b><br>2026 FREIGHTLINER M2 108SD REFUS TRUCK<br>CES 2024-24-C116-ALL<br>LONESTAR FREIGHTLINER GROUP LLC<br>SEE ATTACHED:<br>PENDING COMMISSION APPROVAL: 08/13/2025 |                                      |           |                         |            |

Authorized By: \_\_\_\_\_

|                   |            |
|-------------------|------------|
| <b>SUBTOTAL:</b>  | 290,460.00 |
| <b>TOTAL TAX:</b> | 0.00       |
| <b>SHIPPING:</b>  | 0.00       |
| <b>TOTAL</b>      | 290,460.00 |



## Contract Award Letter

May 31, 2024

Lonestar Freightliner Group LLC  
12901 West I 40  
Albuquerque, NM 87121

RFP NUMBER: 2024-24  
RFP DESCRIPTION: Medium & Heavy-Duty Trucks  
CONTRACT NUMBER: 2024-24-C116-ALL  
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-24 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning May 22, 2024 and expiring May 21, 2028, pursuant to 13-1-150 NMSA.

**It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.**

Sincerely yours,

Cooperative Educational Services

A handwritten signature in black ink, appearing to read "David Chavez", is written over a faint, stylized graphic of a mountain range.

David Chavez  
Executive Director, Chief Procurement Officer  
Office: 505.344.5470



Prepared by:  
Pat Torres

LONESTAR TRUCK GROUP ALBUQUERQUE  
12901 I-40 WEST FRONTAGE ROAD  
ALBUQUERQUE, NM 87121  
Phone :505-833-1000

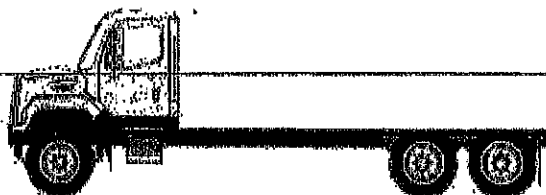
*A proposal for*  
**NEW MEXICO DOT AND ALL POLITICAL SUB DIVISIONS**

*Prepared by*  
**LONESTAR TRUCK GROUP ALBUQUERQUE**

*Pat Torres*

*June 26, 2025*

**Freightliner 108SD Plus**



Components shown may not reflect all spec'd options and are not to scale

Prepared by:  
Pat Torres

LONESTAR TRUCK GROUP ALBUQUERQUE

12901 I-40 WEST FRONTAGE ROAD  
ALBUQUERQUE, NM 87121

Phone :505-833-1000

FREIGHTLINER 108SD PLUS CHASSIS REFUSE TRUCK  
 $\$296,388.00 \times 2\% = \$5,927.76 = \$290,460.24$

THIS QUOTE IS BASED OFF OF THE CES CONTRACT III  
CONTRACT # 2024-24-C116-ALL

Pat Torres







## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: H.8

**SUBJECT:** MOU between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program for the use of the Gardner Learning Center.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** August 8, 2025

**SUBMITTED BY:** Angela A. Torres, City Clerk

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

A requirement for employment through the city requires a high school diploma or GED. We often see applications come through for individuals who have experience in the field, but they do not have their high school diploma or GED. To broaden our recruitment efforts, we would like to offer jobs to those qualified applicants, with the stipulation that they receive their high school diploma or equivalent within 90 days of being hired. To help us achieve that vision, the Geronimo Springs Alternative Pathway Program (GSAPP) has offered to provide free GED and HiSET preparatory classes to City of Truth or Consequences employees and community members interested in employment with the city, and the T or C Public Library (TCPL) has offered to provide a classroom at the Nadine Gardner Learning Center for the purpose of the classes.

**Recommendation:**

Approval on MOU.

**Attachments:**

- MOU
- -

**Fiscal Impact (Finance):** No

-

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

-

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-23-25

**MEMORANDUM OF UNDERSTANDING**  
**between the City of Truth or Consequences Public Library (TCPL)**  
**and the Geronimo Springs Alternative Pathway Program (GSAPP)**

This Memorandum of Understanding (MOU) is entered into by and between the City of Truth or Consequences Public Library (TCPL) and the Geronimo Springs Alternative Pathway Program (GSAPP) for the purpose of outlining mutual roles, responsibilities, and expectations regarding shared use of facilities and provision of educational services.

**I. PURPOSE**

The purpose of this MOU is to establish a collaborative partnership between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program (GSAPP) to:

- Grant the Geronimo Springs Alternative Pathway Program (GSAPP) use of designated facilities at the Nadine Gardner Learning Center, 201 Sunset, Truth or Consequences, NM, including the library restrooms and an unused classroom.
- Provide free GED and HiSET preparatory classes to City of Truth or Consequences employees and community members interested in employment with the City.

This MOU is not intended to create any financial obligation between the parties.

---

**II. TERMS OF USE**

**A. Facilities Use by the Geronimo Springs Alternative Pathway Program (GSAPP).**

1. City of Truth or Consequences Public Library agrees to grant the Geronimo Springs Alternative Pathway Program (GSAPP) access to:
  - An unused classroom at the Nadine Gardner Learning Center.
  - Library restroom facilities during the Geronimo Springs Alternative Pathway Program (GSAPP) operating hours.
2. Geronimo Springs Alternative Pathway Program (GSAPP) agrees to maintain cleanliness and proper use of the space and facilities, complying with all safety, security, and conduct policies of City of Truth or Consequences Public Library.

## **B. Programming Provided by the Geronimo Springs Alternative Pathway Program (GSAPP).**

1. The Geronimo Springs Alternative Pathway Program (GSAPP) will provide GED and HiSET educational classes and support:
  - o At no cost to City of Truth or Consequences employees. (Final testing costs excluded).
  - o Open to community members who are pursuing or interested in municipal employment.
2. In order to proceed with this Memorandum of Understanding, the parties agree that it will be necessary to enter into a subsequent agreement. This agreement will address the following factors:
  - a. Appropriate class times.
  - b. Enrollment procedures.
  - c. Communication of program availability.
  - d. Rules and conditions associated with the use of the designated facility.

---

## **III. DURATION**

This MOU will remain in effect for a period of one (1) year from the date of signature, with the option to renew or revise by mutual written agreement.

---

## **IV. LIABILITY AND INDEMNIFICATION**

Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Nothing in this MOU shall be construed as creating any liability or obligation for either party beyond those specifically stated herein.

---

## **V. TERMINATION**

This MOU may be terminated by either party with 30 days' written notice. In the event of termination, both parties agree to work cooperatively to ensure a smooth transition and minimize disruption to programming.

---

## **VI. NON-MONETARY AGREEMENT**

Both parties acknowledge and agree that this MOU does not involve any exchange of funds or monetary compensation. All activities and services described herein are offered in good faith as part of a shared commitment to community education and workforce development.

## **VII. POINTS OF CONTACT:**

### **City of Truth or Consequences Public Library:**

Pat O'Hanlon

Library Director

City of Truth or Consequences Public Library

Phone: (575) 740-8258

Email: torclibrary@torcnm.org

### **Geronimo Springs Alternative Pathway Program (GSAPP):**

Sandi Bushor-Gardner

Program Administrator

Geronimo Springs Alternative Pathway Program

Phone:

Email:

---

## **VIII. SIGNATURES**

By signing below, the parties agree to the terms and conditions outlined in this MOU.

### **City of Truth or Consequences Public Library (TCPL)**

By: \_\_\_\_\_

Name: Pat O'Hanlon

Title: Librarian

Date: August 13, 2025

### **City of Truth or Consequences Representative**

By: \_\_\_\_\_

Name: Rolf Hechler

Title: Mayor

Date: August 13, 2025



**Geronimo Springs Alternative Pathway Program (GSAPP)**

By: \_\_\_\_\_

Name: Sandi Bushor-Gardner

Title: Program Administrator

Date:



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: H.9

**SUBJECT:** Re-appointment of Angie D. Torres to the Library Advisory Board.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** August 8, 2025

**SUBMITTED BY:** Angela A. Torres, City Clerk

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

Angie Torres is a current member of the Library Advisory Board. Her term expired on June 30, 2025. On July 28, 2025 the Board unanimously recommended the re-appointment of Angie Torres to serve another term on the board.

**Recommendation:**

Re-appointment to the board.

**Attachments:**

- Board Minutes showing recommendation
- -

**Fiscal Impact (Finance):** No

-

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

-

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25

## **Minutes of the Library Advisory Board Meeting, Monday, July 28, 2025**

The meeting was called to order at 5:30 p.m. by Vice Chairman Michael Bankson. A quorum being present, it was decided that the meeting should proceed.

Present were: Vice Chairman Michael Bankson, Board members Brendan Tolley and Kathleen Martinez, and Library Director Pat O'Hanlon. Board Chair Angie Torres and Member Priscilla Spitler were both unable to attend and are excused. The agenda for the meeting was approved; the motion to approve was made by Brendan Tolley and seconded by Mike Bankson. The minutes of the last meeting (April 28., 2025) were approved as read, the motion to approve made by Kathleen Martinez and seconded by Brendan Tolley. The affirmative votes on both motions were unanimous.

### **COMMENTS FROM THE PUBLIC:**

- One member of the public came in late, and we regret that we did not get her name. She was concerned because she could not find the library's link to the State Library's new On-Line courses anywhere on our website. She said that she could only find them on the City's web page, and she thought they should link directly from the library's page. Pat agreed to find out whether we could make that change.

### **REPORTS:**

- Board members: Priscilla is in Oregon on vacation, but is still working on our two dormant organizations, and when she gets back she will continue to work with Brendan on that project.
- Library Foundation: We have not yet received our July statement; however, as of the June statement, the Foundation appears to be holding steady and shows a value of \$27,412.50.
- Director's report: 1) The State Library's Annual Report for FY 2025, which also serves as our application for State Funding for the coming fiscal year, will open on July 1, 2025, and must be submitted by August 11, 2025. 2) The State library has entered into a statewide agreement with GetSetUp.com for an online education program for patrons of participating libraries. All courses are free to patrons and can be accessed through the library's web page.

### **OLD/UNFINISHED BUSINESS:**

- None.

### **NEW BUSINESS:**

- Our Board chair, Angela D. Torres, has asked to extend her Board membership for another three-year term until June 30, 2028. The Board requested the library director to send its recommendation to the City Commission requesting approval for the appointment. The motion was made by Brendan Tolley and seconded by Mike Bankson. The vote to approve was unanimous.

There being no further business to come before the Board, the motion to adjourn was made by Brendan Tolley and seconded by Kathleen Martinez. The vote to approve the motion was unanimous, and the meeting was adjourned at 5:58 p.m. The next regular meeting is scheduled for Monday, October 27, 2025.

Respectfully submitted,

Michael Bankson, Vice Chairman  
Pat O'Hanlon, Library Director



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: H.10

**SUBJECT:** Re-appointment of Don Armijo to the Public Utility Advisory Board.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** August 8, 2025

**SUBMITTED BY:** Angela A. Torres, City Clerk

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

Don Armijo is a current member of the Public Utility Advisory Board. His term expired on June 30, 2025. On July 21, 2025 the Board unanimously recommended the re-appointment of don Armijo to serve another term on the board.

**Recommendation:**

Re-appointment to the board.

**Attachments:**

- Board Application
- -

**Fiscal Impact (Finance):** No

-

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

-

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25





## City of Truth or Consequences

### City Boards Application

Name: Don Olenko Address: PO Box 38 Williamsburg NM  
Phone: 505 240 1060 Email: chamoystover@yahoo.com

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

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

My qualifications are:

Worked for City of TorC. for 30+ years  
Supervisor, multiple departments. budget  
over 1000 Planning or Jobs. Have a Interest  
on growing the City and help public  
and communications.

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

Signature: 

Date: 7-14-25



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: H.11

**SUBJECT:** Re-appointment of Gil Avelar to the Public Utility Advisory Board.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** August 8, 2025

**SUBMITTED BY:** Angela A. Torres, City Clerk

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

Gil Avelar is a current member of the Public Utility Advisory Board. His term expired on June 30, 2025. On July 21, 2025 the Board unanimously recommended the re-appointment of Gil Avelar to serve another term on the board.

**Recommendation:**

Re-appointment to the board.

**Attachments:**

- Board Application
- -

**Fiscal Impact (Finance):** No

-

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

-

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25



## City of Truth or Consequences

### City Boards Application

Name: Jay G. Avelar Address: 1402 Steel St.  
Phone: 575-740-6556 Email: \_\_\_\_\_

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

- |                                                                   |                                                       |                                                     |
|-------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Airport Advisory Board                   | <input type="checkbox"/> Public Arts Advisory Board   | <input type="checkbox"/> Golf Course Advisory Board |
| <input checked="" type="checkbox"/> Public Utility Advisory Board | <input type="checkbox"/> Library Advisory Board       | <input type="checkbox"/> Recreation Advisory Board  |
| <input type="checkbox"/> Lodger's Tax Advisory Board              | <input type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Impact Fee Board           |
| <input type="checkbox"/> Other: <u>gavelarTORC@gmail.com</u>      |                                                       |                                                     |

My qualifications are:

10 YEARS in Mining  
30 YEARS in Electric Distribution & Utilities  
10 YEARS on this board

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

Signature: J. Avelar Date: 7-16-25



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

Agenda Item #: H.12

**SUBJECT:** Review, Approve and/or Allocate Funds for Veterans Memorial & Museum for Billboard Rental

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** August 5, 2025

**SUBMITTED BY:** City Clerk Torres

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

Commission approval of Veterans Memorial Application for the rental of the billboard.

**Recommendation:**

*The applicant requested \$4,273.84 and the LTAB recommended to fully fund the project.*

**Attachments:**

- Vets Mem. Application
- Vets Mem. Contract
- Approved Scope of Work

**Fiscal Impact (Finance):** Yes

\$4,273.84

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

**Approved for Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-2025





## 2025-2026 LODGERS' TAX GRANT APPLICATION

### PART I: PROJECT INFORMATION

Complete one application for each project or event.

|                                                                   |                                   |
|-------------------------------------------------------------------|-----------------------------------|
| Organization Name                                                 | Veterans Memorial Park/House      |
| Project/Event Name                                                | Billboard                         |
| Event Date(s) and Location (if applicable)                        | 342 days a year                   |
| Event Organizer & Title within Organization (if applicable)       | Windy Barnes - Vice Pres          |
| Phone Number of Organizer                                         | 575 952 0484                      |
| Email of Organizer                                                | WindyAllenBarnes@gmail.com        |
| Organization Address                                              | 996 South Broadway                |
| Organization's Contact Person (If different than event organizer) | Maggie Allen                      |
| Contact Phone and Email for Organization's Contact Person         | maggie@reesallen.com 424 996 1111 |

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

|                                                          |             |
|----------------------------------------------------------|-------------|
| Amount Requested:<br>(Must match application page 4)     | \$ 4,273.84 |
| Anticipated Attendance (not including volunteers/staff): | 35,480      |

### PART 3: CRITERIA

Was this project/event funded in 2023-2024? Circle one: Yes/No

How many times has your event occurred? List previous events years. If new, indicate "new":

2004 to current

1. Define/Describe the overall project/event (what is happening at the event?):

Advertisement on I-25 North 24 hours  
a day everyday of the year.  
140'x48' Billboard

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

every driver and passenger on I-25

We would love for everyone to attend  
and enjoy the park as much as we do.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

Heavy I-25 traffic and word of  
mouth. People spreading the word  
how beautiful the park and park  
is.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

Sign in sheets School field trips  
word of mouth pamphlets

6. How many Facebook followers do you have for this event page or organization page (for a project)? \_\_\_\_\_ Instagram followers? \_\_\_\_\_

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? NO

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

#### PART 4: PLAN FOR GRANT AMOUNT REQUESTED

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

reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

| Advertising/Promotion<br>Company/Provider            | Type of Ad/Promotion | Cost      |
|------------------------------------------------------|----------------------|-----------|
| hamme                                                | Billboard            | \$4273.84 |
|                                                      |                      |           |
|                                                      |                      |           |
|                                                      |                      |           |
|                                                      |                      |           |
|                                                      |                      |           |
|                                                      |                      |           |
| <b>TOTAL AMOUNT REQUESTED:</b><br>Must match page 1. |                      | \$4273.84 |

#### PART 5: FINANCIAL DISCLOSURE CHECKLIST

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

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

#### PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after



the event or project completion, except when the events or projects occur between April 1<sup>st</sup> and May 15<sup>th</sup>, such evaluations must be submitted by the last day of May.

Print your name and title:

Indy Barnes Vice President

Signature:

Indy Barnes

Date:

5-8-2025.

# Veterans Memorial Park

EIN: 56-2440106 | T Or C, New Mexico, United States

## Other Names

VETERANS MEMORIAL PARK & MUSEUM

Veterans Memorial Park & Museum

## Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

## Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years.

*Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.*

Exemption Type: 00 ⓘ

Exemption Reinstatement Date:

Revocation Date: 05-15-2010

Revocation Posting Date: 11-12-2012

## Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

**Final Letter(s)**

FinalLetter\_56-2440106\_VETERANSMEMORIALPARK&MUSEUM\_08012012\_01.tif  
[https://apps.irs.gov/pub/epostcard/dl/FinalLetter\_56-  
2440106\_VETERANSMEMORIALPARK&MUSEUM\_08012012\_01.tif]

**Form 990-N (e-Postcard)**

Organizations who have filed a 990-N (e-Postcard) annual electronic notice.  
Most small organizations that receive less than \$50,000 fall into this category.

- ✓ **Tax Year 2024 Form 990-N (e-Postcard)**
- ✓ **Tax Year 2023 Form 990-N (e-Postcard)**
- ✓ **Tax Year 2022 Form 990-N (e-Postcard)**
- ✓ **Tax Year 2021 Form 990-N (e-Postcard)**
- ✓ **Tax Year 2020 Form 990-N (e-Postcard)**
- ✓ **Tax Year 2019 Form 990-N (e-Postcard)**
- ✓ **Tax Year 2018 Form 990-N (e-Postcard)**
- ✓ **Tax Year 2017 Form 990-N (e-Postcard)**
- ✓ **Tax Year 2016 Form 990-N (e-Postcard)**
- ✓ **Tax Year 2015 Form 990-N (e-Postcard)**
- ✓ **Tax Year 2014 Form 990-N (e-Postcard)**

✓ **Tax Year 2013 Form 990-N (e-Postcard)**





STATE OF NEW MEXICO  
**MAGGIE TOULOUSE OLIVER**  
SECRETARY OF STATE

***Certificate of Good Standing and Compliance***

IT IS HEREBY CERTIFIED THAT:

**VETERANS MEMORIAL PARK/MUSEUM**  
**2341261**

the above named entity, a Corporation Incorporated under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Nonprofit Corporation, under the

**Nonprofit Corporation Act**

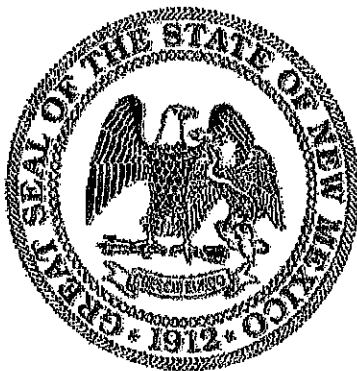
**53-8-1 to 53-8-99 NMSA 1978**

having filed its Articles of Incorporation on April 23, 2003, and Certificate of Incorporation Issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

**Certificate Issued: September 18, 2023**

**In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.**



*Maggie Toulouse Oliver*  
Maggie Toulouse Oliver  
Secretary of State

**Certificate Validation #: 0080146**

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Validation option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under Certificate Validation.

7/12/2021

Gmail - (no subject)

Gmail

Windy Barnes <windyallenbarnes@gmail.com>

(no subject)

1 message

Windy Barnes <windyallenbarnes@gmail.com>  
To: windyallenbarnes@gmail.com

Mon, Jul 12, 2021 at 4:08 AM

~~CONFIDENTIAL~~



CONFIDENTIAL

Subject:

Memorial Wall, 100' H x 100'  
Dedicated to the memory of the fallen soldiers of the American Revolution  
Placed at the entrance to the Veterans Memorial Museum  
Address: 100' H x 100'  
For more information, contact:

Organization:

Project Name:

For more information, contact:

# **FY26 Lodgers' Tax Award**

## **Approved Scope of Work**

Lodgers' Tax Meeting Date: July 28 2025

**Applicant:** Veterans Memorial Park & Museum

**Project(s) Applied For:**

**1)** Billboard

**Amount Requested:** \$4273.84 **Amount Approved:** \$4273.84

Approved x Postponed        Denied       

**Reason for Postponement/Denial/Different Award Amount:**

\_\_\_\_\_  
\_\_\_\_\_

**Scope of Work**

**Award Amount Approved**

1) Lamar Outdoor

\$4273.84

## ADVERTISING & PROMOTION CONTRACT

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City" and VETERANS MEMORIAL PARK & MUSEUM (Billboard Rental) herein referred to as "Contractor".

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

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

1. **The City shall** provide up to the sum of \$4,273.84 to the Contractor for a one (1) year period commencing on August 13, 2025, and continuing through June 30, 2026.
2. **The Contractor shall:**
  - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
  - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor's application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
  - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
  - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
  - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.



- d. All invoices must be turned into the City Clerk's Office no later than the last business day of **May 2026**.
  - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
  - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
  - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

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

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

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

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

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

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
  19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
  20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
  21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
  22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
  23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
  24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.



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

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

#### **CITY OF TRUTH OR CONSEQUENCES**

\_\_\_\_\_  
Gary Whitehead, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jocelyn Holguin, Finance Officer, Reviewed for Budgetary Sufficiency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

\_\_\_\_\_  
Date

#### **CONTRACTOR**

\_\_\_\_\_  
Authorized Representative (Signature & Printed Name)

\_\_\_\_\_  
Date

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

Please initial each requirement:

\_\_\_\_\_ PAID invoices must be presented to the City Clerk's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct. Invoices can be submitted via email to [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

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

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

Designee No. 1: \_\_\_\_\_ Phone No. \_\_\_\_\_

Designee No. 2: \_\_\_\_\_ Phone No. \_\_\_\_\_

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CONTRACTOR:

BY: \_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

*Agenda Item #: H.13*

**SUBJECT:** Review, Approve and/or Allocate Funds to MainStreet Truth or Consequences for the Redefine Marketing Campaign.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** August 1, 2025

**SUBMITTED BY:** City Clerk Torres

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

***Summary/Background:***

Commission approval of MainStreet application for the "Redefine" Marketing Campaign.

***Recommendation:***

*The applicant requested \$37,780 and the LTAB recommended funding \$5,257. There was confusion over the funds that will be available for allocation to organization throughout FY26. Therefore, the Board only approved funding for the video production including models, photo shoot & postproduction.*

***Attachments:***

- MainStreet Application
- MainStreet Contract
- Approved Scope of Work

***Fiscal Impact (Finance):*** Yes

\$5,257.00

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

***Approved for Submittal By:*** ☒ Department Director

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

***Final Approval:*** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8/13/25



## 2025-2026 LODGERS' TAX GRANT APPLICATION

### PART I: PROJECT INFORMATION

Complete one application for each project or event.

|                                                                   |                                                       |
|-------------------------------------------------------------------|-------------------------------------------------------|
| Organization Name                                                 | MainStreet Truth or Consequences                      |
| Project/Event Name                                                | "Redefine" Marketing Campaign                         |
| Event Date(s) and Location (if applicable)                        | Not an event                                          |
| Event Organizer & Title within Organization (if applicable)       | Becca Eza; Executive Director                         |
| Phone Number of Organizer                                         | 828-980-8229                                          |
| Email of Organizer                                                | director@torcmainstreet.org                           |
| Organization Address                                              | P.O. Box 1602 (mailing)<br>308 S. Pershing (physical) |
| Organization's Contact Person (If different than event organizer) |                                                       |
| Contact Phone and Email for Organization's Contact Person         |                                                       |

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

|                                                          |          |
|----------------------------------------------------------|----------|
| Amount Requested:<br>(Must match application page 4)     | \$37,780 |
| Anticipated Attendance (not including volunteers/staff): | n/a      |



### PART 3: CRITERIA

Was this project/event funded in 2024-2025? Yes - this is a continuation of the project.

How many times has your event occurred? List previous events years. If new, indicate "new":

Not an event - this is the continuation of a marketing campaign to promote Truth or Consequences

1. Define/Describe the overall project/event (what is happening at the event?):

"Redefine" is a marketing campaign undertaken by MainStreet Truth or Consequences to promote the city of Truth or Consequences. The campaign revolves around word "redefine", using simple phrases such as "Redefine Office Space" (an image of a person in a hot spring with a laptop perched on the edge); "Redefine Traffic" (tubers on the river); "Redefine Date Night" (a couple enjoying Second Saturday Art Hop), etc.

We're not just redefining the specific terms, we're also redefining Truth or Consequences. In the past, the city has often had either a bad reputation or no reputation at all. This campaign will build on recent success and city revitalization, to market all our assets to likely tourists throughout the region.

The first part of the campaign (funded during FY24-25) included print ads, digital billboards, social media, a new T or C -specific tourism website, finalizing the Relocation Guide, and promotional items with the city's "new" tourism logo.

In FY 25-26 we are asking for additional funding to finish and produce a TV commercial, do a 1-day photoshoot for additional marketing images, and broadcast the commercial.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

Tourists/travelers who live in cities throughout the region (NM/west TX/southern AZ)

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

We plan to contract with stations in Albuquerque, El Paso, and Phoenix to broadcast the commercial in their markets (broadcast TV, digital, and streaming).

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

This part of the campaign does not include printed materials, but nearly all of the commercial viewers will be outside of Sierra County.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

We will assess the campaign's success using Google analytics from the new tourism website and increased visitation by tourists from these targeted markets, as reported by the Visitors center and local hotels/other businesses.

6. How many Facebook followers do you have for this event page or organization page (for a project)? \_6K (MainStreet); \_ Instagram followers? \_\_720 (MainStreet)\_\_\_

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated?

No ad revenue to be generated in 2025-2026.

8. If you are asking for funding for an existing website, be sure to attach analytics from the previous year.

n/a

#### PART 4: PLAN FOR GRANT AMOUNT REQUESTED

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

| Advertising/Promotion Company/Provider               | Type of Ad/Promotion                                                                                     | Cost     |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------|
| Filmshark Media                                      | Video production, models, 1-day photo shoot, and post-production                                         | \$5,257  |
| KPNX Phoenix<br>KTSM El Paso<br>KRQE ABQ             | Broadcasting the commercial on TV, digital, and streaming - \$10k budget per TV station (plus sales tax) | \$32,523 |
|                                                      |                                                                                                          |          |
|                                                      |                                                                                                          |          |
|                                                      |                                                                                                          |          |
|                                                      |                                                                                                          |          |
| <b>TOTAL AMOUNT REQUESTED:</b><br>Must match page 1. |                                                                                                          | \$37,780 |

### PART 5: FINANCIAL DISCLOSURE CHECKLIST

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

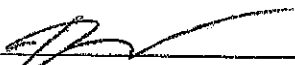
☐ IRS and Secretary of State proof of Good Standing

☒ Previously submitted

### PART 6: ASSURANCES AND CERTIFICATIONS

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

Print your name and title: Bacca Ezra - Executive Director, MainStreet T or C

Signature: 

Date: 7/21/2025



# FY26 Lodgers' Tax Award

## Approved Scope of Work

Lodgers' Tax Meeting Date: July 28 2025

Applicant: MainStreet T or C

### Project(s) Applied For:

- 1) Redefine Marketing Campaign TV advertising

Amount Requested: \$37,780 Amount Approved: \$5257.00

Approved x Postponed        Denied       

Reason for Postponement/Denial/Different Award Amount: there was confusion over the funds that will be available for allocation to organization throughout FY26. Therefore, the Board only approved funding for the video production including models, photo shoot & post production.

### Scope of Work

### Award Amount Approved

- 1) Filmshark Media

\$5257.00

## ADVERTISING & PROMOTION CONTRACT

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City" and MainStreet Truth or Consequences for the Re-define Marketing Campaign TV advertising herein referred to as "Contractor".

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

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

1. **The City shall** provide up to the sum of \$5,257.00 to the Contractor for a one (1) year period commencing on August 13, 2025, and continuing through June 30, 2026.
2. **The Contractor shall:**
  - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
  - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor's application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
  - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
  - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
  - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Clerk's Office no later than the last business day of **May 2026**.
  - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
  - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
  - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## **CITY OF TRUTH OR CONSEQUENCES**

\_\_\_\_\_  
Gary Whitehead, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jocelyn Holguin, Finance Officer, Reviewed for Budgetary Sufficiency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

\_\_\_\_\_  
Date

## **CONTRACTOR**

\_\_\_\_\_  
Authorized Representative (Signature & Printed Name)

\_\_\_\_\_  
Date

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

Please initial each requirement:

\_\_\_\_\_ PAID invoices must be presented to the City Clerk's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct. Invoices can be submitted via email to [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

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

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

Designee No. 1: \_\_\_\_\_ Phone No. \_\_\_\_\_

Designee No. 2: \_\_\_\_\_ Phone No. \_\_\_\_\_

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CONTRACTOR:

BY: \_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

*Agenda Item #: H.14*

**SUBJECT:** Review, Approve and/or Allocate Funds to the Sierra County Rock & Gem Society for the 2026 Rock & Gem Show.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** August 1, 2025

**SUBMITTED BY:** City Clerk Torres

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

***Summary/Background:***

On 6/23/2025 SCRAGS presented their application to the Lodgers Tax Advisory Board for the 2026 Truth or Consequences Rock & Gem Show.

***Recommendation:***

***The applicant requested \$6800 and the LTAB recommended funding the full amount of \$6,800.***

***Attachments:***

- MainStreet Application
- MainStreet Contract
- Approved Scope of Work

***Fiscal Impact (Finance):*** Yes

\$6,800

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

***Approved for Submittal By:*** ☒ Department Director

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

***Final Approval:*** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25



## 2024-2025 LODGERS' TAX GRANT APPLICATION

### PART I: PROJECT INFORMATION

Complete one application for each project or event.

|                                                                   |                                                                                  |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Organization Name                                                 | Sierra County Rock and Gem Society,<br>SCRAGS, local non-profit in good standing |
| Project/Event Name                                                | Truth or Consequences Rock and Gem Show                                          |
| Event Date(s) and Location (if applicable)                        | March 7-8, 2026<br>Sierra County Fair Barn                                       |
| Event Organizer & Title within Organization (if applicable)       | Megan Holden<br>SCRAGS Show Committee Chair                                      |
| Phone Number of Organizer                                         | 978-335-2899                                                                     |
| Email of Organizer                                                | scragssierracounty@gmail.com                                                     |
| Organization Address                                              | SCRAGS<br>PO Box 766<br>Elephant Butte, NM 87935                                 |
| Organization's Contact Person (If different than event organizer) | Dan Lorimier<br>SCRAGS Club Secretary                                            |
| Contact Phone and Email for Organization's Contact Person         | 575-740-2927<br>dlorimier1948@gmail.com                                          |

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

|                                                          |                                                                    |
|----------------------------------------------------------|--------------------------------------------------------------------|
| Amount Requested:<br>(Must match application page 4)     | \$6,800<br>We will be submitting an additional proposal in August. |
| Anticipated Attendance (not including volunteers/staff): | 2,500+                                                             |



### **PART 3: CRITERIA**

Was this project/event funded in 2025? Yes

How many times has your event occurred? List previous events years. If new, indicate "new":

2023, 2024, 2025

1. Define/Describe the overall project/event (what is happening at the event?):

The 2026 Truth or Consequences Rock and Gem Show will be our fourth annual event featuring over 30 vendors selling rocks and gems, jewelry and related items, field trips geared to the public and rockhounding enthusiasts alike, and fun activities for kids. There will be additional activities including gold and sapphire panning, educational presentations and demonstrations.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

People of all ages. People interested in outdoor activities, rocks and minerals, and those looking to learn something new. Rock and gem shows are a great place to buy unique gifts. Mineral collectors are also a target audience. Kids also love to learn new things.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

All of New Mexico, northern Texas, Arizona, Colorado. Other similar shows in NM draw people from all over. Vendors will also take our postcards to their shows in other states.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

80%. Postcards and posters will be mailed and hand-delivered to other rock and gem shows, the numerous rock and gem shops and clubs throughout NM and surrounding states, and other targeted locations throughout the area. Vendors take postcards to other shows. With your support, we will continue to advertise in New Mexico Magazine. We believe this has been essential to the show's success.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

This is the fourth year of an annual event with free admission. We plan to judge success by increased hotel stays, attendance, funds generated for our non-profit club and our vendors, and vendor satisfaction. Also, the excitement of attendees! Our main goal is to increase the public's interest in geology, mineral collecting, and the outdoors. We are including a number of family friendly activities to inspire the next generation. Introducing those from outside Sierra County to the hot springs and unique offerings of the area will hopefully bring them back again and again!

We plan to count attendees and will track club income. We will collect attendees' email addresses to be notified about next year's event, in order to enter for the door prizes. On this ticket, we will ask whether the attendee stayed overnight in TorC, as we did at this year's show. We will share all of these metrics with the City.

6. How many Facebook followers do you have for this event page or organization page (for a project)? Instagram followers?

SCRAGS currently has over 2,000 Facebook followers. The page for the 2025 show has over 800 followers. We do not have an Instagram account as of yet.

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated?

We do plan to sell advertising next year. Our volunteers were extremely successful in soliciting sponsorships this year. We collected \$4,600. We hope to collect a similar amount next year. Our show brings a large number of people to TorC, so we hope local businesses will continue to be enthusiastic about supporting us.

8. If you are asking for funding for an existing website, be sure to attach analytics from previous year.

Analytics are attached.

#### **PART 4: PLAN FOR GRANT AMOUNT REQUESTED**

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

| <b>Advertising/Promotion<br/>Company/Provider</b>           | <b>Type of Ad/Promotion</b>       | <b>Cost</b>    |
|-------------------------------------------------------------|-----------------------------------|----------------|
| M Graphics                                                  | Graphic design                    | \$3,000        |
| Ready Web Services                                          | Web design and maintenance        | \$2,500        |
| GotPrint                                                    | Printing of postcards and posters | \$700          |
| USPS, UPS                                                   | Postage for postcards and posters | \$300          |
| Mineral show websites                                       | Online advertising                | \$300          |
| <b>TOTAL AMOUNT REQUESTED:</b><br><b>Must match page 1.</b> |                                   | <b>\$6,800</b> |

#### PART 5: FINANCIAL DISCLOSURE CHECKLIST

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

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

#### PART 6: ASSURANCES AND CERTIFICATIONS

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

Print your name and title:

Megan Holden Show Choir

Signature:

MJ Holden

Date:

6/18/25

# FY26 Lodgers' Tax Award

## Approved Scope of Work

Lodgers' Tax Meeting Date: 6/23/2025

**Applicant:** Sierra County Rock & Gem Society

**Project(s) Applied For:**

1) Truth or Consequences Rock & Gem Show March 7 & 8, 2026

**Amount Requested:** \$6800 **Amount Approved:** \$6800

Approved x Postponed        Denied       

**Reason for Postponement/Denial/Different Award Amount:**

\_\_\_\_\_  
\_\_\_\_\_

**Scope of Work**

**Award Amount Approved**

|                                                   |         |
|---------------------------------------------------|---------|
| 1) Graphic Design                                 | \$ 3000 |
| 2) Website design & Maintenance                   | \$ 2500 |
| 3) Printing of postcards & posters                | \$ 700  |
| 4) Postage and/or shipping of postcards & posters | \$ 300  |
| 5) Advertising on mineral show websites           | \$ 300  |
| TOTAL                                             | \$ 6800 |



## **ADVERTISING & PROMOTION CONTRACT**

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City" and **Sierra County Rock & Gem Society for the Truth or Consequences Rock & Gem Show March 7 & 8, 2026** herein referred to as "Contractor".

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

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

1. **The City shall** provide up to the sum of **\$6,800.00** to the Contractor for a one (1) year period commencing on July 31, 2025, and continuing through June 30, 2026.
2. **The Contractor shall:**
  - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
  - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor's application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
  - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
  - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
  - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Clerk's Office no later than the last business day of **May 2026**.
  - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
  - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
  - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

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

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

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

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**16. Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**17. Access to Records:**

- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

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

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

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.



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

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

#### **CITY OF TRUTH OR CONSEQUENCES**

\_\_\_\_\_  
Gary Whitehead, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jocelyn Holguin, Finance Officer, Reviewed for Budgetary Sufficiency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

\_\_\_\_\_  
Date

#### **CONTRACTOR**

\_\_\_\_\_  
Authorized Representative (Signature & Printed Name)

\_\_\_\_\_  
Date

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

Please initial each requirement:

\_\_\_\_\_ PAID invoices must be presented to the City Clerk's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct. Invoices can be submitted via email to [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

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

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

Designee No. 1: \_\_\_\_\_ Phone No. \_\_\_\_\_

Designee No. 2: \_\_\_\_\_ Phone No. \_\_\_\_\_

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CONTRACTOR:

BY: \_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 13, 2025

*Agenda Item #: H.15*

**SUBJECT:** Review, Approve and/or Allocate Funds to the Sierra County Rock & Gem Society for application 2 of the 2026 Rock & Gem Show.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** August 1, 2025

**SUBMITTED BY:** City Clerk Torres

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

On 7/28/2025 SCRAGS presented a second application to the Lodgers Tax Advisory Board for the 2026 Truth or Consequences Rock & Gem Show. There was confusion over the funds that will be available for allocation to organization throughout FY26. Therefore, the Board asked the organization to pare down their request.

**Recommendation:**

*The applicant requested \$23,700 and the LTAB recommended funding of \$15,000.*

**Attachments:**

- MainStreet Application
- MainStreet Contract
- Approved Scope of Work

**Fiscal Impact (Finance):** Yes

\$15,000

**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. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-13-25



## 2024-2025 LODGERS' TAX GRANT APPLICATION

### PART I: PROJECT INFORMATION

Complete one application for each project or event.

|                                                                   |                                                                                  |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Organization Name                                                 | Sierra County Rock and Gem Society,<br>SCRAGS, local non-profit in good standing |
| Project/Event Name                                                | Truth or Consequences Rock and Gem Show                                          |
| Event Date(s) and Location (if applicable)                        | March 7-8, 2026<br>Sierra County Fair Barn                                       |
| Event Organizer & Title within Organization (if applicable)       | Megan Holden<br>SCRAGS Show Committee Chair                                      |
| Phone Number of Organizer                                         | 978-335-2899                                                                     |
| Email of Organizer                                                | scragssierracounty@gmail.com                                                     |
| Organization Address                                              | SCRAGS<br>PO Box 766<br>Elephant Butte, NM 87935                                 |
| Organization's Contact Person (If different than event organizer) | Dan Lorimier<br>SCRAGS Club Secretary                                            |
| Contact Phone and Email for Organization's Contact Person         | 575-740-2927<br>dlorimier1948@gmail.com                                          |

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

|                                                          |          |
|----------------------------------------------------------|----------|
| Amount Requested:<br>(Must match application page 4)     | \$23,700 |
| Anticipated Attendance (not including volunteers/staff): | 2,500+   |

### **PART 3: CRITERIA**

Was this project/event funded in 2025? Yes

How many times has your event occurred? List previous events years. If new, indicate "new":

2023, 2024, 2025

1. Define/Describe the overall project/event (what is happening at the event?):

The 2026 Truth or Consequences Rock and Gem Show will be our fourth annual event featuring over 30 vendors selling rocks and gems, jewelry and related items, field trips geared to the public and rockhounding enthusiasts alike, and fun activities for kids. There will be additional activities including gold and sapphire panning, educational presentations and demonstrations.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

People of all ages. People interested in outdoor activities, rocks and minerals, and those looking to learn something new. Rock and gem shows are a great place to buy unique gifts. Mineral collectors are also a target audience. Kids also love to learn new things.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

All of New Mexico, northern Texas, Arizona, Colorado. Other similar shows in NM draw people from all over. Vendors will also take our postcards to their shows in other states.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?



80%. Postcards and posters will be mailed and hand-delivered to other rock and gem shows, the numerous rock and gem shops and clubs throughout NM and surrounding states, and other targeted locations throughout the area. Vendors take postcards to other shows. With your support, we will continue to advertise in New Mexico Magazine. We believe this has been essential to the show's success.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

This is the fourth year of an annual event with free admission. We plan to judge success by increased hotel stays, attendance, funds generated for our non-profit club and our vendors, and vendor satisfaction. Also, the excitement of attendees! Our main goal is to increase the public's interest in geology, mineral collecting, and the outdoors. We are including a number of family friendly activities to inspire the next generation. Introducing those from outside Sierra County to the hot springs and unique offerings of the area will hopefully bring them back again and again!

We plan to count attendees and will track club income. We will collect attendees' email addresses to be notified about next year's event, in order to enter for the door prizes. On this ticket, we will ask whether the attendee stayed overnight in TorC, as we did at this year's show. We will share all of these metrics with the City.

6. How many Facebook followers do you have for this event page or organization page (for a project)? Instagram followers?

SCRAGS currently has over 2,000 Facebook followers. The page for the 2025 show has over 800 followers. We do not have an Instagram account as of yet.

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated?

We do plan to sell advertising next year. Our volunteers were extremely successful in soliciting sponsorships this year. We collected \$4,600. We hope to collect a similar amount next year. Our show brings a large number of people to TorC, so we hope local businesses will continue to be enthusiastic about supporting us.

8. If you are asking for funding for an existing website, be sure to attach analytics from previous year.

Analytics are attached.

#### **PART 4: PLAN FOR GRANT AMOUNT REQUESTED**

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

| <b>Advertising/Promotion<br/>Company/Provider</b>     | <b>Type of Ad/Promotion</b>       | <b>Cost</b>     |
|-------------------------------------------------------|-----------------------------------|-----------------|
| New Mexico Magazine                                   | Print and online ads              | \$4,700         |
| Santa Fe Reporter                                     | Print and online ads              | \$1,800         |
| Local IQ                                              | Print and online ads              | \$2,000         |
| Albuquerque Journal                                   | Print and online ads              | \$2,000         |
| Desert Exposure                                       | Print and online ads              | \$1,000         |
| The Ink                                               | Print ads                         | \$800           |
| El Paso Spotlight                                     | Print and online ads              | \$300           |
| El Defensor Chieftain                                 | Print and online ads              | \$500           |
| Ruidoso News                                          | Print and online ads              | \$500           |
| Silver City Daily Press and Independent               | Print and online ads              | \$500           |
| Facebook/Instagram                                    | Social media ads                  | \$1,000         |
| Talon Septic                                          | Port-a-potties & washing stations | \$900           |
| Security                                              | Overnight security                | \$1,200         |
| WX Fire Graphics                                      | Banners                           | \$750           |
| Chris Krieg Murals                                    | Billboard                         | \$250           |
| Billboards                                            | Billboards along I-25             | \$3,000         |
| Home Depot                                            | Tables                            | \$2,500         |
| <b>TOTAL AMOUNT REQUESTED:<br/>Must match page 1.</b> |                                   | <b>\$23,700</b> |

#### PART 5: FINANCIAL DISCLOSURE CHECKLIST

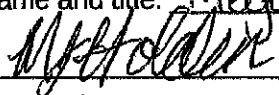
As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

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

#### PART 6: ASSURANCES AND CERTIFICATIONS

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

Print your name and title: Megan Holden, Show Chair

Signature: 

Date: 7/23/25

# FY26 Lodgers' Tax Award

## Approved Scope of Work

Lodgers' Tax Meeting Date: July 28 2025

Applicant: Sierra County Rock & Gem Society

### Project(s) Applied For:

1) T or C Rock & Gem Show March 7-8, 2026

Amount Requested: \$23,700 Amount Approved: \$15,000

Approved x Postponed        Denied       

Reason for Postponement/Denial/Different Award Amount: there was confusion over the funds that will be available for allocation to organization throughout FY26. Therefore, the Board asked the organization to pare down their request.

| Scope of Work           | Award Amount Approved |
|-------------------------|-----------------------|
| 1) NM Magazine          | \$4300                |
| 2) Santa Fe Reporter    | \$1500                |
| 3) Local IQ             | \$2000                |
| 4) ABQ Journal          | \$1500                |
| 5) Desert Exposure      | \$1000                |
| 6) The Ink              | \$ 800                |
| 7) El Paso Spotlight    | \$ 300                |
| 8) El Defensor Chieftan | \$ 500                |
| 9) Ruidoso News         | \$ 500                |
| 10) Facebook/Instagram  | \$ 700                |
| 11) Talon Septic        | \$ 900                |
| 12) Security            | \$1000                |
| <b>TOTAL</b>            | <b>\$15,000</b>       |

## ADVERTISING & PROMOTION CONTRACT

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and the Sierra County Rock & Gem Society application 2 for the 2026 Truth or Consequences Rock & Gem Show herein referred to as “Contractor”.

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

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

1. **The City shall** provide up to the sum of \$15,000.00 to the Contractor for a one (1) year period commencing on August 13, 2025, and continuing through June 30, 2026.
2. **The Contractor shall:**
  - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
  - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
  - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
  - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
  - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.



- d. All invoices must be turned into the City Clerk's Office no later than the last business day of **May 2026**.
  - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
  - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
  - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **CITY OF TRUTH OR CONSEQUENCES**

\_\_\_\_\_  
Gary Whitehead, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jocelyn Holguin, Finance Officer, Reviewed for Budgetary Sufficiency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

\_\_\_\_\_  
Date

#### **CONTRACTOR**

\_\_\_\_\_  
Authorized Representative (Signature & Printed Name)

\_\_\_\_\_  
Date



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

Please initial each requirement:

\_\_\_\_\_ PAID invoices must be presented to the City Clerk's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct. Invoices can be submitted via email to [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

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

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

Designee No. 1: \_\_\_\_\_ Phone No. \_\_\_\_\_

Designee No. 2: \_\_\_\_\_ Phone No. \_\_\_\_\_

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CONTRACTOR:

BY: \_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative