

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoeppe
Commissioner*

*Gary Whitehead
City Manager*

*505 Sims St.
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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, FEBRUARY 26, 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 Hoeppe, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

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

E. CONSENT CALENDAR

1. City Commission Regular Minutes, February 12, 2025.
2. Acknowledge Regular Planning & Zoning Advisory Board Minutes, December 9, 2024.
3. Purchase report of items between \$20,000 and \$60,000.

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Open Meetings Act Resolution 01 24/25, Amendment to the time regular meetings are held.
2. Discussion/Action: Resolution No. 31 24/25 Confirming the rescission of the adoption of Ordinance No. 767.

F. ORDINANCES/RESOLUTIONS/ZONING Continued...

3. Discussion/Action: Resolution No. 32 24/25 Repealing Resolution 30 24/25 and Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund.

G. NEW BUSINESS

1. Discussion/Action: Public Arts Board request to use their portion of Lodgers Tax funding to hire an engineer to assess the Geronimo Springs Museum Fountain.
2. Discussion/Action: LOVE'S Travel Stop.
3. Discussion/Action: Approval of a Professional Services Agreement between the City and Jesse Cole 4x4 Services and Consults
4. Discussion/Update: Louis Armijo Sports Complex Master Plan final report.
5. Discussion/Update: Spring update regarding the 2025 little league season and plans for the baseball fields as we prepare them for district all-stars.
6. Discussion/Action: Project scope selection for NMDOT Funding.
7. Discussion/Action: State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement: A24I2021.
8. Discussion/Action: Approval of the Records Inventory List for destruction.
9. Discussion/Action: Approval of Purchase Requisitions over \$60,000.

H. EXECUTIVE SESSION

1. Threatened & Pending Litigation (*Ron Fenn vs. City of T or C*) pursuant to 10-15-1(H.7).

I. RETURN TO REGULAR SESSION; ACTION (if any)

1. Threatened & Pending Litigation (*Ron Fenn vs. City of T or C*) pursuant to 10-15-1(H.7).

J. 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 MARCH 12, 2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, February 12, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 20, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

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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 2-26-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: E.2

SUBJECT: Acknowledge Regular Planning & Zoning Board Minutes, December 9, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 20, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge minutes.

Recommendation:

Acknowledge minutes.

Attachments:

- Board Minutes

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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 2-26-25

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, DECEMBER 9, 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, December 9, 2024 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Katy Martinez, Deputy City Clerk
Jessica Jenkins, City Clerk Admin Assistant

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

a) October 7, 2024.

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

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

There were no comments from the public.

Deputy City Clerk Martinez swore in the participants for the public hearings.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

- a) Public Hearing/Discussion/Action: Variance request at 1095 E Riverside. Applicant is requesting a variance from Sec. 11-14-2.

City Attorney Rubin: Mr. Chairman and board member the reason I'm here today is Mrs. Alvarez thought it might be helpful to the board if I should up. I know you have to go through procedures. I'm here to assist you. I don't know if you want my input at this point on how we can proceed or do you have a plan how you usually do things, however you want discuss.

Chairman Sisney: I have no plan. I was going to go down the list. Do you have anything that we need to do?

City Attorney Rubin: What we are doing is called a battle shell procedure. We are having a public hearing, the reason why you a sworn in the law requires that you have sworn in testimony while the planning and zoning board considers the application, considers your comments for or against what the proposed application states. I believe what we have done in the past you have staff testify first. Mrs. Alvarez will go first and she will give you an over view of what is going on. Is that what you have written down? People can ask her questions after she testifies including the commission can ask her questions. Then you usually have the proponents. Who I believe is here. After the proponent we go to the opponents. That is my advice on how we should proceed.

Assistant City Manager Alvarez: Chairman members of the board what you have in your agenda packet is our applicant is requesting a variance from our municipal code the applicant has what we call a non-conforming lot which is a lot that does not meet normal standards. Per our municipal code you can build on a non-conforming lot as long as you can meet the required setbacks. Due to his lot size, he is unable to meet some of the required that our code justifies for the RR1. You will see that in the large plans that I had submitted to you in person it's a little different then what you had received in your packet. From the front it is required 25-foot set back and he is looking at 6-foot on one portion of the structure he is planning on building and 16-feet from the other side of the structure for a setback form the front. On one side of his property where the structure would be built, he is looking at a 2-foot set back instead of a 5-foot at the utility easement in the rear of the property is a 15-foot requirement set back which he shows and on the other side of the property a 5-foot set back which he shows. The applicant is requesting a variance from that section of the code so he can build a structure. I do believe that when he gets up and speaks you will find that this isn't a full-time structure this is a something that they use on the weekends. The applicant has come into town in the past with

his RV on his property. Our code is a little unclear on that section. You can't live in an RV on a property unless you are in an RV park technically, they don't come and live they come visit on the weekend because they enjoy coming into town a visiting our town and doing stuff. They would park there for the weekend and then they would leave and their RV would leave with them it was not parked their full time. Because of our RV code and it being a fine line they are opting to build a small house so then they have a house on their property so they can come and vacation in T or C. With that I stand for any questions.

Chairman Sisney: This drawing here these lines aren't lining up.

Assistant City Manager Alvarez: Chairman member of the board think I have tried to explain this a few different times. That is an over lay that the Sierra County Assessors does. Sometimes their lines don't look nice and perfect like the survey that is just a snapshot picture kind of an idea of where the property lines are. I can't change where the lines lie one the assessor's parcel map.

Chairman Sisney: It looks like there is a hurricane fence right here a chain link fence and it looks like the red line is to the left of it. If you are looking at the drawing if I held it like this. It looks like there is also another chain link fence here and it looks like the red line is a little to the left of that. If everything lined up with the fences where is the 10-foot utility easement.

Assistant City Manager Alvarez: The 10-foot utility easement doesn't show on the map that you are looking at. The easiest to look at is the large mapping. We are still trying to find the official mapping from the county they were still looking for it prior to this meeting. His property line and then there is the 10-foot utility easement right next to it. The line on his property line is where the fence is located. In essence his structure would be built 2-feet from that fence. The utility easement is actually on the other property next to it. It's not on his property.

Chairman Sisney: The neighbor has the easement inside of their fence?

Assistant City Manager Alvarez: Correct.

Vice Chairman Buhler: Has Paul Tooley been contacted the fire chief?

Assistant City Manager Alvarez: No because the municipal code states 10-feet before between structures. Paul is contacted once the approval is done; he reviews as well. They will meet the 10-feet between structures that is not a concern for where the building is and the 10-feet Paul is very forgiving on that if they are metal roofs to metal roof. That usually stands for wooden

structure things that catch fire very easily. He doesn't usually review this portion on fire code until it gets to building section. Right now, we are not at the building.

Member Luchini: So, you are wanting to build something to stay in? And the RV won't be coming.

City Attorney Rubin: Before that ordinarily I would say we should finish up with Mrs. Alvarez's questions that you have but if everyone ok with kind give us a little bit more fluidly if you need since you are trying to get some information. I'm ok with Mr. Saiz giving his testimony. I'm just commenting that we are doing it a little bit differently than really just sticking to a formal approach.

Member Luchini: So, you are building a structure to use?

Ambrosio Saiz Applicant,: Yes, it's going to be a residence. It's going to meet all building codes it's going to be a beautiful home.

Member Kent: With the size of the lot and the size of the proposed come would there be parking, off street parking?

Ambrosio Saiz,: Applicant Yes, there is 16-feet from the front of the house which is a covered patio which is going to be covered patio parking area.

Member Kent: You will have no cars parked on the street? During the time of the build there might be cars parked on the street.

Vice Chairman Buhler: What type of a home would you build?

Ambrosio Saiz, Applicant: It's going to be a single-family dwelling. It's going to be my retirement home.

Vice Chairman Buhler: One story, how many square feet?

Ambrosio Saiz,: Applicant Its 899 square feet.

Member Kent: One story?

Ambrosio Saiz, Applicant: One story yes. I'm old to be climbing stairs.

Chairman Sisney: One car under the awning:

Ambrosio Saiz, Applicant: One car under the awning plus a motorcycle.

Assistant City Manager Alvarez: The municipal code does all for parking on the street in residential areas as well.

Member Kent: I thought it also required some off-street parking. Or maybe I'm wrong about that.

Assistant City Manager: I believe you are correct. But he does have off street parking.

Member Kent: That was my initial question.

Ambrosio Saiz, Applicant: Can I take a step back and introduce myself?

Vice Chairman Buhler: Yes, I think that would be a good idea.

Ambrosio Saiz, Applicant: My name is Ambrosio Saiz I'm from Albuquerque. I'm a native New Mexican. I was born and raised in Albuquerque. For the life of me I have always wanted to live on a river. As a young man I built a house on a river, and was promised it would be willed to me and it got taken away and I didn't get the house. This gives me an opportunity to redo my life and start building my house that I wanted on the river. I am a career construction person. My whole life in concrete construction. Building house and everything I'm a general contractor I carry a GB-98 and a GS-05 contractor's license. So, I'm very familiar with building and how it needs to happen and how it needs to be built. When I designed this house when I looked at the lot, I was told by the realtor that it was a nonconforming lot and I would have to jump through some hoops. I didn't have a problem with that at all. I'll make it happen whatever we have to do.

Chairman Sisney opened the public hearing.

Proponents:

Opponents:

Malene Shelton: My main concern is the size of the lot and the close proximity to the adjacent lots and fire safety. Last year there was a fire on the vacant lot on the other side of one of the proponents' properties. The person started the fire called the fire department it took them 15 to 20 minutes to get there which was great they did a great job. If a fire where to start on that little tiny lot and nobody is there or even if somebody is there and a fire starts and they can't get there both adjacent properties are in danger of having fire damage and possible from flying debris or flying ashes other properties close on the other side of the street even.

Member Kent: It's my understanding that the easement on the side of the lot is conforming. It is supposed to be 10-feet between buildings so this proposed plan there will be plenty of space between the adjacent properties is that correct?

Assistant City Manager Alvarez: There is 5-feet on one side and 2-feet on the other. The code requires 5-feet.

Member Kent: It says 5 on here.

City Attorney Rubin: I think we need to go back. Your questions right now should be directed to Mrs. Shelton.

Chairman Sisney: Mrs. Shelton are you on this map?

Malene Shelton: I live across the street.

Chairman Sisney: This is the property we are discussing you are not here or here you are over here.

Malene Shelton: Yes.

Chairman Sisney: Ok, Thank you.

Member Luchini: This 2-feet is 2-feet away from what?

Chairman Sisney: That would be next to the 2-feet before the easement so they should be 12-feet.

Member Kent: There is nothing here.

Chairman Sisney: There is supposed to be 10-feet there but the 10-feet is inside of their property line over here or inside their fence line it's not their property they fenced it in.

Member Kent: But there is no structure?

Chairman Sisney: No.

Joe Sorg: This is my mother property she is 85 years old. She has lived there for probably 25 years. My problem is sure they say they are going to park under this car port but when they start parking out on the street which they will.

Chairman Sisney: Which lot are you talking about?

Joe Sorg: I haven't seen the map.

Chairman Sisney: I haven't seen the map.

Joe Sorg: This is my mom's property.

Chairman Sisney: Ok.

Joe Sorg: She is 85 years old. She has a hard time backing out and sure the speed limit on Riverside is 25 miles an hour but they never go that speed in fact they go down that street going 40-45 miles an hour. She has to back out, which he will be parking on the street he can say he won't but he will. Then she won't be able to see to back out of her drive way on to Riverside. As soon as there is a car there and she has to back out and she has to every day then that is going to be a problem. I'm just looking out for her safety. They are trying to cram this little tiny house into this little sliver of property. Which it should be more of a drainage then even a piece of property. Then someone thinks they are going to build this little tiny house in there and shove it into this little tiny slot is beyond me. I mean he said he paid \$50,000 for this little lot. New Mexico is huge go down Riverside a little further and buy you a big piece of property for \$50,000 instead of this little tiny sliver.

Chairman Sisney: How long has your mom owned the property?

Joe Sorg: Since 1997.

Chairman Sisney: Do you know how this piece got cut off from the rest of the lot?

Joe Sorg: There was an apartment complex across the street they use to own that and then they sold it to somebody for \$6,000. They use to come across the street there was a bench out there and they would sit under the tree. It was for the people at the apartment they would walk across the street and sit on this bench and look at the river. Then all of a sudden, this property was sold and sold and this guy ended up with it. You're not going to be able to build a little house on there and be safe. There is no 10-foot variance on either side. It is just a sliver is all it is. I don't know how you are going to plan on cramming a little tiny house into that piece of property is beyond me.

Vicki Sorg: When we bought our piece of property that little piece of property belongs to Birdsong Apartments and they had water right they used for the river and that's how they did

their watering. It got sold off a couple times I think the last owner was Steve Faukas he wanted to put a trailer or something on it I don't know what happened there. My concern is there is no sewer, water and electricity to that property. To put a house on there is going to take a lot of construction the lot is not at all level and it rolls off into the river. I'm wondering if her would be responsible to damage to my property with all the heavy construction that is going to go on there.

Chairman Sisney: I'm not a lawyer but I think he would be responsible for any damage he did to your property.

City Attorney Rubin: That is not the issue. She is raising an issue but I don't think we need to address it.

Chairman Sisney: Right, thank you.

Vicki Sorg: I was talking to somebody at the assessor office and for years that property has been assessed as a non-buildable lot. I have been told many times that nobody could ever build on that property. At one point I heard the city was going to take it for a wash for the water that backs up into our yards could be diverted into the river that way I don't know if there is any truth to that but that's what I was told.

Nanetta Landry: I live on the other side. We were not given these building plans. We don't know any of this. We are here without any idea

Member Kent: It's just a street view. This is probably taken off google maps.

Nanetta Landry: But she has the building plans. We don't know what it is. We have no idea what's going on as far as that goes

Assistant City Manager Alvarez: It was all in an agenda packet and its published.

Member Kent: It's been published it was all published.

Nanetta Landry: The map was not. We have no idea about any of that. I do say that we need to have the 5-feet on our side of our property from the fence not 2-feet. Also, on her side there would not be a 10-feet because her property comes to the fence so 5-feet from that would only put 5-feet to her property. I had to set mine back because of the utility easement. It is also my understanding that there are utilities on the other side. That's what Bo the electric company told me. He also told me that they could never put electricity on that property because her utility pole, my utility pole and that utility pole are too close together and it would create a massive fire hazard. That was something that was told to us when they came out for the electricity which we were told that there was already electricity on the property but there is not. We have to start over and do it all again. I to agree that 16-feet is not a good enough set back. We put our houses 25-feet back because that is the requirement. We have a truck and so

does he and that truck has to be parked at an angle to fit in our fence. If he has a little car then yes but since he's come here to visit several times people come to visit him and they are parked all over the place. Our drive way is right there and Vicki's drive way is right there and they have already blocked our drive ways a few times and so that is an issue. He's saying he is going to do the 15-foot in the back that was not told to us either but that is the thing our bank is really fragile last year we had 3 minor flood and part of our bank disappeared and now we have to fix it. Anything upstream from us that causes issues affects our bank also that is an issue. The other thing I would like to say is that if we had to follow all of the zoning rules under distress that we had to so these things everything from gutters, we have been threatened many times by code enforcement which I don't understand why. The purpose of this is to have low density but if you guys approve this that won't be low density that will be awful. If you do this, we have already had people, say well if they can do that then we can do that and so you are setting up a system where other people will be asking for these variances and you may as well remove the RR1 code because it won't be being followed anywhere on Riverside Road.

Norman Landry: I have been in construction my whole life also and that shouldn't matter at all codes are codes if other people have to follow them, everybody has to follow them. Just can somebody can come in and buy a little gutter, where all the water just flows from the neighborhood down. I just don't understand how this can be done safely. It can't be done logically. I am a 26-year Vietnam veteran. If we have to have back ground. I fought for my country. I'm using the benefits I got to buy my property. It cost me a lot more to get set up then that little piece of property sold for. Like my brother back there said if you got the money go buy somewhere else in fact, he can buy mine for half a million. This shouldn't happen. I'm 77 going on 78 I'm 100 percent disabled. I don't need this kind of guard it sets me off. He's already parked with his awning across our fence, so I have to pay to raise the fence. He had his generator going and his truck and motor home going all night long. Every time we turned around, we would go out there and check on it and it was on. I have to have oxygen and that really doesn't do me a lot of good. When the wind is blowing my way, I get it. When the wind is blowing the other way Vicki gets it and we are kind of in the same boat. We can't handle all of this stress. Then to have somebody come in and say like he said to one of the guys working "I'm going to put a house there" I forget but it was nasty remarks things like weather you like it or not I'm going to put it there. I fought for this county I fought for that piece of land. I'll fight to keep it even if I have to go to court. They can't take my rights away just because they have more money. I'm living on benefits I can't move. I don't have a choice. If they put his thing in there our neighborhood is going to turn in to a squalor.

Chairman Sisney: Mr. Landry do you have any more facts for us?

Norman Landry: we had to go by the code and put 25-foot. I could have used a lot more out there to do things with but they told us no it stops here. We had expended our money on those codes.

Chairman Sisney: Mr. Landry there is 10-feet missing. Do you know where that 10-feet is? There is supposed to be a 10-foot easement for utility, and it appears that it may be inside your fence. Who put the fence up?

Norman Landry: That is the main property line. They told us that everything had to be removal in case they had to get in there so all we had in there was my boat.

Chairman Sisney: So, you're confirming that the easement is inside of your fence line then.

Norman Landry: Yes.

Chairman Sisney closed the public hearing.

Member Kent: I realize that your plans are for a 899 sq. ft home, which is not particularly huge, but have you considered something smaller that would be more confirming to the codes?

Ambrosio Saiz, Applicant: Yes, I have but this is what I can build on the piece of property. Legally, I know I can build it, so I don't think there's going to be any structure fires. I'm building a structural house.

Member Kent: When are you going to build it?

Ambrosio Saiz, Applicant: We have a concrete foundation down, and not only that. I feel that this is going to raise the value of all these people's houses. It's going to be a beautiful home.

Member Kent: Do we know if all of the utilities can be put on that property?

Assistant City Manager Alvarez: He has already filled out a utility request form, but I don't send that out to those departments until the approval is done here. The water/wastewater has preliminary approval. I haven't talked to electric on it yet. They are usually a little bit easier to process the electric. In regards to the square footage of the home, also please note that the requirement is an 800 sq. ft. home, so even if he went smaller, he would be able to go much smaller before he'd be standing back here in front of you anyway.

Chairman Sisney: Is there sewer on Riverside down there? Is everybody connected to sewer?

Assistant City Manager Alvarez: Yes. I don't have the utility request finalized. I will also say that we did send out all certified letters to the adjacent property owners, as well as to Brent Tanzy at the Bureau of Reclamation, and they contacted me as well. Brent was going to review everything because of the riverside, they always look at anything from the river, and submit anything in writing or attend the meeting if there were any concerns.

Member Kent: I'm not familiar with building on the river. Are there any requirements for flood or having to reinforce the banks or anything?

Assistant City Manager Alvarez: If he is in the flood zone, he will have to get flood plain approval when they go through the zoning approval. If the approval to build is there, then they will have to go through the building zoning approval process, and Travis does require flood plain. Travis Atwell had to sign off on that.

Chairman Sisney: Can we table this without having to go through the whole process again?

City Attorney Rubin: Do you mean the testimony?

Chairman Sisney: I mean, having to put it in the paper and go through all of that stuff.

Assistant City Manager Alvarez: Can I ask why you would want to table this?

Chairman Sisney: Because people are saying a bunch of stuff that I can't confirm. We need to talk to these people to figure out if what they are saying is correct. I think Mr. Saiz knows what's going on, but there are a lot of people that are saying other stuff. I think they ought to get a chance to figure it out.

Ambrosio Saiz, Applicant: My father was a veteran of the Civil War. The 10 ft. easement has their fence on it. Their fence continues into the river which is against the law. Game & Fish told me that these guys have their fence going into the water and deterring people from fishing in that area.

Chairman Sisney: His property line goes down half way across the river, so he can do whatever he wants with it.

Ambrosio Saiz, Applicant: I don't think he can impede our fishing lines.

Chairman Sisney: People can't walk up and down the bank because that is his bank so there is no fishing to worry about.

Assistant City Manager Alvarez: The picture that you have in your packet is an old picture. I can only pull up what is current on the mapping. So, if you don't see a fence there, it doesn't mean that it doesn't exist. It just means that it wasn't there when this image was taken. I can't get any current pictures unless I would go do it myself.

Ambrosio Saiz, Applicant: It was said that I have my generator running all night. I've been an RV owner for many, many years and I know what the rules are. You shut off your generator at 9:00 p.m. and that's what I did. They did send a young man over; I think his name was Moises. He tried to strong arm me and threaten me at one point. He's right, I did have my awning over the fence line about 2 ft. Moises came over and said Hey, can you move your awning, and so I pulled it back. I could have sat there and said, hey, this isn't your property, but I didn't do that. I did try to be cordial and nice to these people. I've introduced myself to them and they called

the police on me I think 4 times now and then they sent Moises to come and confront me, which I kind of laughed at, but it's okay because that's what they felt that they needed to do. One of the things I'm going to tell you is where I am set there is 5 ft. from the structure to the fence to the next structure, there's another 5 ft. So that gives me 10 ft. On the west side of my property. I'm 2 ft off the property line to my structure. And there's a 10ft utility easement so that gives me my basis there. The front part of the house shows a 6ft. access from the property line to the structure. That's just going to be a utility room entrance to the house. We are perfectly clear on how the structure is going to sit on the property. I don't even have a police record. I'm a good citizen. I don't know why these people are giving me such a hard time.

City Attorney Rubin: I think the rules are pretty informal here, so if you are okay with that, then I am okay with that.

Assistant City Manager Alvarez: Can I ask you how often are you in town right now?

Ambrosio Saiz, Applicant: Maybe once every two months.

Assistant City Manager Alvarez: I know you talked about this eventually being your retirement home. When do you think you would be looking at a permanent move.

Ambrosio Saiz, Applicant: Probably in about 4 more years when I would do a permanent retirement.

Member Kent: So, you are going to build this and use it part time?

Ambrosio Saiz, Applicant: Yes.

Member Kent: Then you would live in it permanently at some point?

Ambrosio Saiz, Applicant: Not permanently, but I think I'd spend a lot more time there.

Marlene Shelton: She talked about him running his generator in the summer when she had her door open and she had her tv on and the generator was not turned off at 9 p.m.

Member Kent: Well, if he builds a house then he will not have a generator. Let's just look at the finding of facts.

Chairman Sisney: There's a lot of stuff that goes on that has nothing to do with us.

City Attorney Rubin: It is also important to keep in mind, when you are at the point when you start deliberating, you do have the finding of facts check list in your packet and I will encourage you to follow that in making your decision.

Vice Chairman Buhler: I don't agree with any of it. I think it sets a precedence. This is just what we have to look at to go by. Increased danger of fire, detour orderly growth and development of the community. It sets a precedence. Impair of public health.

Chairman Sisney: Mr. Sorg. Do you have a point of order?

Joe Sorg: Yes, I do. He's saying that he has 10 ft. on each side, he doesn't.

Chairman Sisney: We know he doesn't. That's why we are here.

Vice Chairman Buhler: Lets take a vote:

Chairman Sisney: Before we get a second on the motion, Ms. Buhler, can you tell me what you see on here that does not meet the 7 findings of facts.

Vice Chairman Buhler: #2 traffic. We already heard that there has been some parking problems on the street.

Chairman Sisney: It doesn't mention any parking.

Vice Chairman Buhler: Well, traffic could be parking.

Chairman Sisney: Traffic seems to be moving to me.

Vice Chairman Buhler: Increased danger of fire. I don't agree with being able to live in your camp trailer on that lot, because that is a recreational vehicle. It doesn't have any smoke detectors in it and it creates a danger when people live in them on their property in town, unless you're in a park.

The members from the audience tried to speak, both Deputy Clerk Martinez and City Attorney Rubin informed them that we are past the point of testimony.

Vice Chairman Buhler: I think it can affect property values. You may build a wonderful place that would have to meet all of the codes including being raised up 4 ft. to fit in the flood zone.

Assistant City Manager Alvarez: I don't review for structural. That goes to the state CID and our flood zone. I only do the zoning approval so I could not tell you what the flood requirement is.

Vice Chairman Buhler: Well, there is a requirement. I'm sure there is. Public Health, I don't know there, but it could affect the general welfare of the city with a lot of these little homes going in everywhere on slivers of property, and it could affect your property values. He may build a great place, but the next person might not. I feel that we would be setting up a bad example by not following the code in this situation.

Vice Chairman Buhler made a motion to not recommend the building of a tiny home on this lot because she believes that it sets a bad presence for other people to do the same thing, and codes should be followed. I do consider the findings of facts checklist as well.

Motion failed due to a lack of a second motion.

Member Kent: I realize that there are a lot of rules. There are setbacks and size requirements and a lot of things going on when you try to build a mini lot, but if this footprint could maybe be adjusted to conform more, and that might work better?

I can't tell you to re-plan your home, but that what I was thinking.

Member Luchini: Yes, there are codes and there are committees to ask a variance for. Sometimes they are granted and sometimes they are not. I appreciate the applicant and I appreciate all of you coming and voicing your opinions. It seems like there is a little bit of contention between the parties and no matter what is decided here, it doesn't end here. I hate to see the contention. I do believe in all of you if that helps. What happens if we don't move on it?

City Attorney Rubin: I suppose you would still send it up to the City Commission with the thought that you listened to all of this and there were some questions that came up on both sides and you are just not in a position to make a recommendation.

Chairman Sisney: Is he allowed to have this RV on his property?

Assistant City Manager Alvarez: The Municipal Code says that you can't live in an RV on your property, but he was not living in an RV. He would come in occasionally on the weekends, and he would bring his RV and camp there not knowing that we had changed our Municipal Code. Prior to that RV code going into effect within the last 2 years. That was allowed to be done with our new municipal code change we didn't address in that code somebody that might have a property here in T or C and just bring their RV in occasionally on the weekend and camp in it. It just wasn't something that come up when we were revising our code it hadn't been addressed and we were looking more at the people that were coming and parking RV full time living on properties when we revised our code. He was not doing that so I want to make sure we make that clear. He was coming in occasionally on the weekends or code doesn't specify that he can't come in and park on his property for 24 or 48 hours. The RV was never left there if he wasn't there the RV went back with him to Albuquerque. We did receive complaints that went through our police department as well as our code enforcement officer unfortunately our code enforcement office was unable to attend, he got an unexpected call out. They responded to these complaints and there were no violations when they came out whether it be a noise complaint, a complaint because the RV was there. It was found to have no violations when we there. It's a not a great answer to your question. My apologies. Because or code does not say that he can't bring his RV to his property and park there for 24 to 48 hours.

Chairman Sisney: If you are to bring your RV onto an RV lot are you allowed to run a generator in an RV lot?

Assistant City Manager Alvarez: I believe so. I guess that would be up to individual RV park and what their rules are as far as our municipal code is we have a noise ordinance it doesn't give a time frame it just says anything that is unreasonable. Which is why when the complaints would come in, he was found to not be in violation because the noise of the generator was not considered to be an unreasonable noise. That was determined by our code enforcement and it wasn't running all hours of the night.

Ambrosio Saiz, Applicant: My RV has back up batteries that is what I run on. I have owned an RV my entire life so I know what I'm doing when I check my RV out.

Chairman Sisney: I understand that but if you were next to me and your generator was running, I don't care where we are you're going to upset me, I don't like those things.

Ambrosio Saiz, Applicant: This is a motorhome. It's very nice almost new.

Chairman Sisney: It's got a nice muffler on it?

Ambrosio Saiz, Applicant: It's got a very nice muffler on it. The loudest you will hear is a hum.

Chairman Sisney: Mr. Rubin how do we get out of this without doing anything.

City Attorney Rubin: I know Ms. Buhler made a motion and of course it was not seconded. I assume that Ms. Kent, Ms. Luchini and Mr. Sisney you just don't feel comfortable your recommendation either way is that what I should be understanding?

Chairman Sisney: I think there is a lot of people that don't have enough information right now.

City Attorney Rubin: Is that how you feel Ms. Luchini and Ms. Kent?

Member Kent: I feel like I have information. I want to see it come back with a different plan that maybe is more conforming.

Vice Chairman Buhler: I can make the recommendation again.

City Attorney Rubin: I'm thinking yes. I'm thinking the 3 board members just don't feel comfortable really either way I think we can have the minutes reflect and we can conduct the public hearing. Everybody got a chance to testify you just don't feel comfortable you can make a recommendation either way. It will go to the city commission and my recommendation to the city commission may very well be that they may have to take some more testimony.

Vice Chairman Buhler: I think the fire chief needs to be notified first. All these things are set up after the fact and it should be before the fact. I don't want to set a bad precedent for the city. I feel like we would be doing that if we say yes. You bought the lot you knew there would be problems.

Ambrosio Saiz, Applicant: When I bought the lot and I spoke to the realtor this property had been on the market for at least 8 months before I purchased it. These people had plenty of time to come up with the money to buy it themselves if they were going to have a problem with someone building a house on it. Since it is a non-conforming lot, I was told by the city that I could build a structure on it and I just have to apply for the variance.

Vice Chairman Buhler: They shouldn't have told you that you could build on it either.

City Attorney Rubin: An idea is maybe this again if you don't feel comfortable making a recommendation because you thought there was more information you needed and you can actually say in your recommendation when city commission considers this here is some additional information you think they should be requesting that you didn't have available to you tonight. These are ideas. I don't want to force anyone to make a recommendation if you don't feel comfortable with it. It doesn't sound like you are.

Chairman Sisney: I just don't know if giving it time is going to clarify any of these questions. I mean he said, she said. Where did this lot come from. Can someone answer how this lot became what it is.

Assistant City Manager Alvarez: I think that the property owners that were across the street probably gave the best explanation. I can check into to see if the assessor's office has a back ground on it but from what I know of the lot it's been that size lot for a long time. The records that I can access only go so far back. The assessor is going to have to dig into old hard copies to see if it was attached somewhere else. If you look along Riverside in general there are some really funky non-conforming lots some of them have been set like Mr. Buhler's old property there is a across the street area that specific in there it says nothing can be built on that lot its only for river access across the street. This one doesn't have that information that much I was able to ascertain there is nothing that states that there can't be a structure built on here. We have unfortunately and I don't know who did the lotting and the parceling way back in the day we have a lot of non-conforming lots through all over the city especially in some of our down town areas. That is why our municipal code addresses non-conforming lots in it and that is why it address the process to go through. That is all we are doing at this point. He got the non-conforming lot I think the people next door the Landry's. You guys saw the Landry's here through P and Z public hearing when they vacated a lot line on their property. They had to go through a process also to vacate with in theirs 2023 I believe is when they purchased their property next door. Our municipal code puts guidelines and then it gives the ability to come in front of the planning and zoning commission and the commission if they need to something outside of what the code says and that's what we are doing. I can when I go to commission, I

can make sure I have utility information water, sewer, electric and fire chief and make sure that it's presented to the city commission.

Vice Chairman Buhler made a motion to deny recommend to the City Commission for a Variance request at 1095 E Riverside. Applicant is requesting a variance from Sec. 11-14-2. Chairman Sisney seconded the motion. Roll call vote was taken.

Chris Sisney, Chairman voted aye.

Esther Luchini, Member voted nay.

Susan Buhler, Vice Chairman voted aye.

Lisa Kent, Member voted nay

Motion died with a 2-2 vote.

5. REPORTS FROM THE BOARD:

There were no reports from the board.

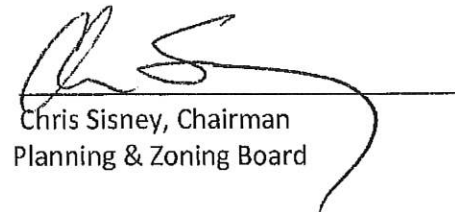
6. REPORTS FROM STAFF:

There were no reports from the staff.

7. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 5:06 p.m.

PASSED AND APPROVED ON THIS 18th DAY OF FEBRUARY, 2025.



Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: E.3

SUBJECT: Purchase report of items between \$20,000 and \$60,000

DEPARTMENT: [Click here to enter text.](#)

DATE SUBMITTED: February 20, 2025

SUBMITTED BY: [Click here to enter text.](#)

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Review of purchases between \$20,000 and \$60,000.

Recommendation:

Review of purchases between \$20,000 and \$60,000.

Attachments:

- -
-

Fiscal Impact (Finance): [Choose an item.](#)

-

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 2-26-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: F.1

SUBJECT: Open Meetings Act Resolution 01 24/25, Amendment to the time regular meetings are held
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 20, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

This item is being proposed for the consideration to change the time City Commission Meetings are held. The proposed times for the regular meetings are:

- The first meeting of the month is to be held at 9:00 a.m. on the second Wednesday of each month.
- The second meeting, which falls on the fourth Wednesday of each month, has 2 options. Option 1 is 3:00 p.m. and option 2 is 4:00 p.m.

If the Governing Body chooses to change the time the meetings are held, we request that they approve the amendment of our annual Open Meetings Act Resolution and choose option 1 or option 2 for the second meeting of each month.

Recommendation:

Discussion and consideration of amending the OMA Resolution to reflect the time regular City Commission meetings are held.

Attachments:

- Redline version of the original OMA Resolution
- Option 1 amended OMA Resolution
- Option 2 amended OMA Resolution

Fiscal Impact (Finance): No

\$0.00

Legal Review (City Attorney): Yes

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. 01 24/25 - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-26-25



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 01 24/25

A RESOLUTION DESIGNATING THE MANNER IN WHICH ALL MEETINGS OF THE CITY COMMISSION, ITS BOARDS, COMMISSION AND COMMITTEES WILL BE HELD AND THE METHOD OF PUBLIC NOTIFICATION.

WHEREAS, pursuant to the requirements of the Open Meetings Act ("Act"), Section 10-15-1 et seq. NMSA 1978, all meetings of the City Commission, its boards, commissions or committees held for the purpose of formulating public policy or for the purpose of taking any action within the authority of or the delegated authority of any board, commission, committee, or other policymaking body are declared to be public meetings open to the public at all times, except as otherwise provided in the state constitution or the Act; and

WHEREAS all meetings subject to the provision of the Act at which the formation of public policy, such as discussion or adoption of any proposed resolution, rule, regulation, or formal action occurs and at which a majority of quorum of the body is in attendance shall be public meetings and shall be held only after reasonable Notice/Agenda to the public; and

WHEREAS the Act requires the City Commission to determine annually in a public meeting what Notice/Agenda for a public meeting is reasonable when applied to the City Commission, its boards, commissions and committees.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Truth or Consequences:

1. Regular meetings of the City Commission shall be held on the second and fourth Wednesdays of each month at 9:00 a.m., or upon such times as the Commission agrees to change the meeting date or time. If said meeting falls on a holiday, the meeting shall then be held on Thursday, immediately following. All meetings will be held at the City Commission Chambers, 405 W. 3rd Street unless a due Notice/Agenda is given to the public.
2. Regular meetings of any Board, Commission, or Committee shall be established by formal action of the respective body as to the date, time, and location. Consideration shall be given to holding such meetings at a date, time and location, which promotes the active participation of the community.

3. Notice/Agenda requirements for all meetings shall be in accordance with the following:

A. **Regular Meetings** – Notice of the meetings, indicating the date, time, and location of the meetings shall be published in one or more newspapers of general circulation within the community at least once per month. The Notice/Agenda shall be given at least 5 days prior to the meeting. The final Notice/Agenda shall be posted in the City Clerk's Office and posted on the City's website.

B. **Special Meetings** – May be called only by the majority of the members of the City Commission. Notice/Agenda shall be given with no less than 72 hours' Notice/Agenda before such meeting. The notice/agenda shall specify the business to be conducted, and shall be published in one or more newspapers of general circulation, broadcast over the radio, or in the alternative be posted in the following places: 1) Bulletin board at the City Utilities Office; 2.) Sierra County Administrative Building; 3) First Savings Bank; 4) Bank of the Southwest at T or C; 5) U.S. Post Office located on Date Street; and 6) City Clerk's Office and on the City's website.

C. **Emergency Meetings** – May be called only under circumstances that, if not addressed immediately by the City Commission, will likely result in injury or damage to persons or property or substantial financial loss to the City. Emergency meetings may be called by the Mayor, or a majority of the Commission by giving 24 hours' notice/agenda prior to meeting. The Emergency meeting notice/agenda shall include an agenda containing a list of specific items of business to be discussed, or transacted at the meeting, or information on how the public may obtain a copy of such an agenda. It shall be broadcast over the radio, or alternatively be posted in the following places: 1) Bulletin board at the City Utilities Office; 2.) Sierra County Administrative Building; 3) First Savings Bank; 4) Bank of the Southwest at T or C; 5) U.S. Post Office located on Date Street; and 6) City Clerk's Office and on the City's website.

4. Pursuant to the Open Meetings Act 10-15-1 (C) NMSA if otherwise allowed by law or rule of the public body, a member of a public body may participate in a meeting of the public body by means of a conference telephone, or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

PASSED, APPROVED AND ADOPTED this 10th day of July 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk

Original Version W/O changes



CITY OF TRUTH OR CONSEQUENCES

AMENDED RESOLUTION NO. 01 24/25

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WHEREAS all meetings subject to the provision of the Act at which the formation of public policy, such as discussion or adoption of any proposed resolution, rule, regulation, or formal action occurs and at which a majority of quorum of the body is in attendance shall be public meetings and shall be held only after reasonable Notice/Agenda to the public; and

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PASSED, APPROVED AND ADOPTED this 26th day of February 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AMENDED RESOLUTION NO. 01 24/25

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WHEREAS all meetings subject to the provision of the Act at which the formation of public policy, such as discussion or adoption of any proposed resolution, rule, regulation, or formal action occurs and at which a majority of quorum of the body is in attendance shall be public meetings and shall be held only after reasonable Notice/Agenda to the public; and

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PASSED, APPROVED AND ADOPTED this 26th day of February 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: F.2

SUBJECT: Resolution No. 31 24/25 Confirming the rescission of the adoption of Ordinance No. 767
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 20, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Resolution confirming the rescission of the adoption of Ordinance No. 767.

Recommendation:

Approval of Resolution No. 31 24/25.

Attachments:

- Resolution No. 31 24/25

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 2-26-25



**RESOLUTION NO. 31 24/25 CONFIRMING THE RESCISSION
OF THE ADOPTION OF ORDINANCE NO. 767**

WHEREAS, the City Commission adopted Ordinance No. 767 at its regular City Commission Meeting on August 14, 2024, and

WHEREAS, a referendum petition had been submitted to the Governing Body of the City of Truth or Consequences, New Mexico, seeking a special election on the subject matter of this Resolution pursuant to Section 3-14-17 NMSA 1978; and

WHEREAS, the City Commission adopted an Amended Special Election Proclamation/Resolution which called for a Special Election on Tuesday, March 4, 2025. Said City Commission action occurred at its regular City Commission meeting on December 18, 2024; and

WHEREAS, by virtue of the aforesaid referendum petition and the Amended Special Election Proclamation/Resolution, Ordinance No. 767 has never gone into effect. Therefore, the City Commission had the legal right to rescind its August 14, 2024, action whereby it adopted Ordinance No. 767; and

WHEREAS, the City Commission, at its regular February 12, 2025, Meeting, voted to rescind Ordinance 767.

NOW, THEREFORE, BE IT RESOLVED THAT, the rescission of Ordinance No. 767 is hereby confirmed.

PASSED, ADOPTED and APPROVED this 26th day of February 2025.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: F.3

SUBJECT: Discussion/Action - Resolution No. 32 24/25 Repealing Resolution 30 24/25 and Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to The New Mexico Finance Authority for the Colonias Infrastructure Fund

DEPARTMENT: Community Development

DATE SUBMITTED: February 21, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Resolution 30 24/25 was approved by Commission on 2-12-2025 however the total estimated cost will increase causing the required 10% match amount to change. Colonias requires an amended resolution reflecting the difference. The deadline to complete and submit the Colonias Application is March 6, 2025. Staff would like to apply for planning services for the Municipal Wastewater Collections System PER Project. The project includes the preparation of a preliminary engineering report (PER) for a City-Wide wastewater collection system evaluation. The PER will identify and prioritize improvements to increase system resiliency, efficiency, and reduce O&M costs.

Recommendation:

Approve Resolution 32 24/25

Attachments:

[Click here to enter text.](#)

-

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 2-26-25



RESOLUTION NO. 30 24/25

A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR THE COLONIAS INFRASTRUCTURE FUND.

WHEREAS, the City of Truth or Consequences (“Governmental Unit”) is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 (“Act”), and the City Commission (“Governing Body”) is authorized to borrow funds and/or issue bonds for the financing of public projects for benefit of the City; and

WHEREAS, the New Mexico Finance Authority (“Authority”) has instituted a program for the financing of projects from the Colonias Infrastructure Fund created under the Act and has developed an application procedure whereby the City may submit an application (“Application”) for financial assistance from the Authority for public projects; and

WHEREAS, the City intends to undertake planning services for the Municipal WW Collections System PER Project (“Project”) for the benefit of the City and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that the project type falls under Wastewater Infrastructure and will undertake planning services for the Municipal WW Collections System PER Project. The financial assistance requested is in the amount of \$150,000. The City is committed to a 10% match of \$15,000.

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved, and confirmed.

Section 2. That the submission of the application requesting funding from the Colonias Infrastructure Fund, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 12th day of February 2025.



Rolf Hechler, Mayor

ATTEST:



Angela Torres, City Clerk-Treasurer





RESOLUTION NO. 32 24/25

Resolution No. 32 24/25 Repealing Resolution 30 24/25 and Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund

WHEREAS, the City of Truth or Consequences (“Governmental Unit”) is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 (“Act”), and the City Commission (“Governing Body”) is authorized to borrow funds and/or issue bonds for the financing of public projects for benefit of the City; and

WHEREAS, the New Mexico Finance Authority (“Authority”) has instituted a program for the financing of projects from the Colonias Infrastructure Fund created under the Act and has developed an application procedure whereby the City may submit an application (“Application”) for financial assistance from the Authority for public projects; and

WHEREAS, the City intends to undertake planning services for the Municipal WW Collections System PER Project (“Project”) for the benefit of the City and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that the project type falls under Wastewater Infrastructure and will undertake planning services for the Municipal WW Collections System PER Project. The financial assistance requested is in the amount of \$191,000. The City is committed to a 10% match of \$19,100.

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved, and confirmed.

Section 2. That the submission of the application requesting funding from the Colonias Infrastructure Fund, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 26th day of February 2025.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.1

SUBJECT: Public Arts Board request to use their portion of Lodgers Tax funding to hire an engineer to assess the Geronimo Springs Museum Fountain

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: February 20, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

At the January 24, 2024 Public Arts Board meeting the board made a recommendation to hire an engineer, using lodgers tax funding, to assess the Geronimo Springs Museum Fountain to determine if the existing structure is viable and/or if it can be repaired if needed.

Recommendation:

-

Attachments:

- 12/14/24 & 1/2/25 Public Arts Board Minutes

-

Fiscal Impact (Finance): Unknown

Unknown

Legal Review (City Attorney): Choose an item.

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-26-25

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC ARTS ADVISORY BOARD
MINUTES
Tuesday, December 17, 2024**

REGULAR MEETING

Regular meeting of the Public Arts Advisory Board of the City of Truth or Consequences, New Mexico to be held on Tuesday, December 17, 2024, at 4:00 p.m. in the City Commission Chambers, 405 W. 3rd St, Truth or Consequences, NM 87901.

ROLL CALL:

Sid Bryan, Tourism - Chairman
Cary "Jagger" Gustin, Sierra County Arts Council – Vice-Chairman
Eduardo Alicea, Art Representative
Andy Underwood, Business Community
Suzanne Carlstedt, Member

ALSO PRESENT:

Katy Martinez – Deputy Clerk
Jessica Jenkins- City Clerk Administrator

1. APPROVAL OF THE AGENDA:

Vice Chairman Gustin made a motion to approve the agenda. Member Carlstedt seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a. September 17, 2024

Vice Chairman Gustin made a motion to approve the minutes. Member Alicea seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC: (3-minute rule applies)

There were no public comments at this time.

4. NEW BUSINESS:

a. Discussion/Update: Status of Geronimo Springs Fountain: Cary "Jagger" Gustin

Vice Chairman Gustin- Thank you, Mr. Chair. In your meeting packet tonight, ladies and gentlemen, there's a couple of items. Last month, we scheduled a meeting with Shel Nymark, the artist, and David Johnson from the city. They extensively looked at the fountain and crawled inside of it. And the consensus is that it's structurally sound. It just needs some repair. And so, I would like to see this board motion to do that. In your packet tonight, there's a letter from Andy Underwood, and I'll ask Andy to comment on that. And then right behind that, there's a

letter from Shell. And again, he says that it's structurally safe and sound. It just needs some repairs. Andy, will you address what your findings were there?

Member Underwood- If we go back to the minutes of our last meeting, we were talking about trying to get an engineer or architect to come look at it. And that's why we had that meeting. So, I think, at this point, we need to make a motion and ask the city to have an engineer look at it and find out what they have. You know, we think it's okay but some of the city staff thinks it's questionable, so the only way to solve the problem is to have an engineer look at it and then if we do, do it then we can determine repairs and stuff like that. So, I think our next step is to request that the city have an engineer look at it.

Chairman Bryan- Do you want to make that into a motion?

Vice Chairman Gustin - Mr. Chair a further comment from me, there's a little more than sixteen thousand dollars in a fund that's available from the City Public Art Advisory Board, to spend on an engineer or repair work. The lodge's tax money is very flush right now. I know that they're in favor of restoring it and fixing it. So, we could go back to them for an additional request if we needed to do that. At their last meeting, they had over a million dollars in a fund that could be distributed, and it would be something called bricks and mortar. It allows the city to do repairs, if this building needed the roof replaced, they could do that. At the ball field, if there was a building that needed to have some repair, they'd use Lodger's Tax, and it's called bricks and mortar.

Member Underwood- I'd like to mention that we asked the city to hire an engineer to take a look at the fountain and what repairs might be necessary to maybe help us with guidelines for future upkeep and maintenance.

Deputy Clerk Martinez- So, it was a discussion update, so we didn't really ask for an action to be done. So, I'm not 100% sure if we can take a motion. I mean, we can make a motion to discuss with or include to have it for the next meeting, to have a discussion/action to be done at that meeting.

Member Underwood- Our agendas fall through, isn't it?

Deputy Clerk Martinez- Yeah, I'm sorry, I didn't realize that when Jagger brought us the paperwork, I didn't know he wanted to take an action on it. So, I'm gonna say if we wanna take action on it, we have to have it as a discussion/action versus a discussion/update, but we can include it in the next agenda that we take action. And then of course, Tracy will read the minutes, so the minutes will reflect that you are wanting action taken on that.

Member Underwood- Okay, so do I need to withdraw my motion?

Deputy Clerk- I mean, you can but I'll include it in the minutes, and I'll get with them to see how they want to do address it going forward.

Member Underwood- Okay, I'll leave it in, we just can't vote on it.

Member Carlstedt- Delays

Chairman Bryan- This has gone on for years.

Deputy Clerk Martinez- Andy, I'm looking into the motion. So, to go back to the new business, that update should have been an action. We can actually do it as a recommendation, so it reflects on the minutes that you guys are recommending that the city have an engineer come here and we'll take the steps from there.

Member Underwood- Okay.

5. REPORTS FROM THE BOARD

Member Underwood- We helped fund the Carol Pleck Memorial sculpture working with the Arts Council. The artist is getting close and we're hoping that she'll be down at the end of the year or first month of 2025. We're going to select a spot, for approval at the Healing Waters Fountain Plaza and we are moving on with that. They have it installed in January.

Chairman Byran- Very good.

6. REPORTS FROM STAFF

There were no reports from staff at this time.

7. SET TIME, PLACE AND DATE FOR NEXT MEETING:

Member Underwood- Let's have one soon. Since we messed this one up. January 14 or 21st.

Chairman Bryan- Is the 21st alright with everyone?

Board members-Yes.

The board agreed on the next meeting to be scheduled for Tuesday, January 21, 2025, at 4pm.

8. ADJOURN

Member Carlstedt made a motion to adjourn the meeting at 4:11 pm. Member Alicea seconded the motion. Motion carried unanimously.

PASSED AND APPROVED this 1-21-25.



Sid Bryan, Chairman

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC ARTS ADVISORY BOARD
MINUTES
Tuesday, January 21, 2024**

REGULAR MEETING

Regular meeting of the Public Arts Advisory Board of the City of Truth or Consequences, New Mexico to be held on Tuesday, January 21, 2024, at 4:00 p.m. in the City Commission Chambers, 405 W. 3rd St, Truth or Consequences, NM 87901.

ROLL CALL:

Sid Bryan, Tourism - Chairman
Cary "Jagger" Gustin, Sierra County Arts Council – Vice-Chairman
Eduardo Alicea, Art Representative
Andy Underwood, Business Community
Suzanne Carlstedt, Member

ALSO PRESENT:

OJ Hechler- Community Service Director
Katy Martinez– Deputy Clerk

1. APPROVAL OF THE AGENDA:

Vice Chairman Gustin made a motion to approve the agenda. Member Carlstedt seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a. December 17, 2024

Member Carlstedt made a motion to approve the minutes. Member Underwood seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC: (3-minute rule applies)

There were no public comments at this time.

4. NEW BUSINESS:

- a. Discussion/Action: Status of Geronimo Springs Fountain: Cary "Jagger" Gustin
Thank you, Mr. Chair, and good evening, everyone. As you know we have been working really hard to try to get that done and restored and working again. We have determined that there is nothing wrong with the Spring other than needing a new pump. When we met last time, Andy looked at it and made a recommendation for David Johnson from the city to look at it and make a recommendation. I would like to look for a motion to have the city hire an engineer to determine if the existing structure is viable and if it is not, can it be repaired? Two, if the structure is good or when the structure is good, determine methods of repairs for the exterior including

title and grout. Make suggestions of how to maintain it so the city knows and has a schedule of how to take care of it thereafter.

Deputy Clerk Martinez: We can make the motion today, but it has to be a motion recommend for one of you to go in front of commission to recommend to hire an engineer.

Community Service Director Hechler: In other words, the board cannot directly direct staff. Commission can do that. Keep in mind we may have new management coming on board as well so that maybe something you take into consideration as well

Member Carlstedt: I have a question and its kind of for those of you who are in the business of working with engineers and getting proposals done. Can that study include some kind of cost estimate, or do we get that when we go out for bids if we get to that stage?

Member Underwood: I would say you cannot get an estimate from an engineer but maybe. It wouldn't be a real thing at least in my opinion.

Member Underwood: So, are you going to reword your motion?

Vice Chairman Gustin: Why don't you make it Andy and I'll second it.

Member Underwood made a motion to approve for one of us to go to the next commission meeting to ask them and advise them that we want to try to get the fountain repaired and we need an engineer's advice on the structure and/or failings or anything like that. Member Gustin seconded the motion. Motion carried unanimously.

Member Underwood: When is the next commission meeting?

Deputy Clerk Martinez: Tomorrow. Unfortunately, we will be able to get you on that agenda.

Member Gustin: the next one we could?

Deputy Clerk Martinez: Yes.

Vice Chairman Gustin: When would the next one be? Are you allowed to tell us that?

Community Service Director Hechler: I think there is only one in February. I just saw it. It's February 12.

Deputy Clerk Martinez: Yes, It's February 12.

Member Underwood: Jagger will you be there for that one? I will be out of town.

Vice Chairman Gustin: I can be.

5. REPORTS FROM THE BOARD

Member Underwood: The sculpture we will be putting in at Healing Water Plaza. We are attempting to install it the last weekend of this month to the first weekend in February. We successfully got a building permit for the foundation. We have been inspected by the State of New Mexico, and we will be pouring that concrete on Thursday.

Vice Chairman Gustin: Andy, do you think it will be installed by February 1st?

Member Underwood: It should be completed no later than February 3rd.

6. REPORTS FROM STAFF

No reports from Staff

7. SET TIME, PLACE AND DATE FOR NEXT MEETING:

Deputy Clerk Martinez advised the board that the next meeting is scheduled for Tuesday, April 22, 2025, at 4pm.

Board wants and agrees on Tuesday, February 25, 2025, at 4pm

8. ADJOURN

Member Underwood made a motion to adjourn the meeting at 4:12pm. Member Carlstedt seconded the motion. Motion carried unanimously.

PASSED AND APPROVED this _____ day of _____, 2025.

Sid Bryan, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.2

SUBJECT: Discussion/Update - LOVE'S TRAVEL STOP

DEPARTMENT: Community Development

DATE SUBMITTED: February 20, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: BARBARA PECK, LOVE'S PROJECT MANAGER, ERIC ALLMON, CIVIL ENGINEER CESO

Summary/Background:

INTRODUCTION OF LOVE'S PROJECT TO THE COMMISSION

Recommendation:

Presentation Only – No Action needed

Attachments:

- Handouts at meeting

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-26-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.3

SUBJECT: Discussion/Action: Approval of a Professional Services Agreement between the City and Jesse Cole 4x4 Services and Consults

DEPARTMENT: City Manager

DATE SUBMITTED: February 21, 2025

SUBMITTED BY: Traci Alavarez

WHO WILL PRESENT THE ITEM: City Manager Gary Whitehead

Summary/Background:

The agreement is to perform necessary Water and Wastewater services to ensure compliance with state and federal rules and regulations for the safe storage, maintenance and operations of the City Water, Wastewater and related services and systems.

Recommendation:

Approve Agreement

Attachments:

- Agreement
-

Fiscal Impact (Finance): TBD

[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 2-26-25

CITY OF TRUTH OR CONSEQUENCES
PROFESSIONAL SERVICES AGREEMENT

CONTRACT #2025-03-005

THIS AGREEMENT is made and entered into on February 26, 2025, by and between the City of Truth or Consequences, a political subdivision of the State of New Mexico, acting by and through its duly elected City Council, hereinafter referred to as “City,” and Jesse Cole 4x4 Services and Consults, hereinafter referred to as “Contractor”.

SECTION ONE. PURPOSE AND SCOPE OF AGREEMENT

The City shall engage the Contractor to perform necessary water and wastewater services to ensure compliance with state and federal rules and regulations for the safe storage, maintenance, and operations of City water, wastewater, and related services and systems. Under the agreement, Contractor shall provide guidance, prepare, and submit information needed for City to maintain or achieve compliance with statutory and regulatory requirements as required by the New Mexico Environment Department and United States Environmental Protection Agency. Contractor shall represent City in communications with regulatory agencies as needed. The scope of this agreement is further defined in the attached Exhibit A.

The City agrees to engage Contractor to perform the functions and duties assigned pursuant to the terms herein or to the reasonable satisfaction of the City, and to perform such other legally permissible and proper duties and functions as requested by the City.

The contractor agrees to consult and gain approval of the City regarding matters of policy. The contractor will consult with the City Manager. The contractor will consult with the City Attorney regarding legal matters affecting the water and wastewater, with approval from the City Manager.

SECTION TWO. ACCEPTANCE OF TERMS

The contractor accepts the terms of this agreement and will render the services described in Section One and exhibit A, during the term of this agreement, subject to the general supervision and direction of the City Manager’s office and specific provisions of New Mexico state law.

The contractor is a contractor with no due process and/or grievance rights. Either party may terminate this agreement at any time with or without cause in compliance with Section 5 of this agreement.

SECTION THREE. COMPENSATION OF CONTRACTOR

The compensation under this contract will not exceed \$60,000.00 (Sixty-Thousand Dollars, not including gross receipts tax, in one year. City shall compensate Contractor at the monthly rate of \$2,500.00 (two-thousand- five hundred) Monthly base fee. Contractor will be compensated at an hourly rate of \$75.00 per hour on an emergency call out, not including New Mexico Gross Receipt Tax, payable upon submission of a monthly invoice.

All provisions for the agreement and fee schedule are detailed in in Exhibit A. Emergency calls require approval from the City Manager.

Contractors will not be eligible for employee benefits such as payroll taxes, health insurance, retirement, or any other fringe benefits except as provided herein.

The contractor will not accrue paid leave and is not eligible for overtime, holiday pay, or other paid compensatory hours.

The contractor shall be allowed to operate city-owned equipment while, onsite at the plant only, in the performance of this agreement.

SECTION FOUR. TERM OF AGREEMENT

The terms of this Agreement shall be from March 1, 2025, through February 28, 2026. The Parties will make every effort to ensure that the \$60,000.00 will not be exhausted prior to February 28, 2026.

SECTION FIVE. TERMINATION

This Agreement may be terminated by either party at any time with 30 days written notice. In that event, the City will pay the contractor for services rendered.

SECTION SIX. PROFESSIONAL SERVICES AGREEMENT

This agreement is entered into by the City under the professional services section of the New Mexico Procurement Code. The city has a requirement to hire qualified employees for the position or contract with qualified providers to deliver the critical services necessary to operate a compliant and safe water and wastewater operation.

Professional services" means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the state purchasing agent or a central purchasing office.

SECTION SEVEN. CERTIFICATION

Contractor shall possess all certification necessary to be designated the official operator of the water and wastewater department in accordance with the New Mexico Environment Department. Contractor shall provide all necessary documentation to verify that the contractor has a New Mexico business registration in good standing. The contractor shall maintain a business license from the City of Truth or Consequences. All employees of said contractor shall possess the proper certification(s) to perform the work requested. All certifications and licenses must be filed with the City of Truth or Consequences.

SECTION EIGHT. MODIFICATION

No waiver or modification of this Professional Services Agreement or of any condition of limitation herein contained will be valid unless in writing and duly executed by the City and Contractor.

SECTION NINE. SEVERABILITY

If any of the provisions of this agreement are declared illegal, void, or unenforceable, the remaining provisions will not be affected and will remain in full force and effect.

SECTION TEN. ASSIGNMENT

The contractor may not assign any right accruing under or interest arising from this agreement without the express written consent of the City. In the event of any assignment, the assignee will assume all obligations and liabilities of Contractor.

SECTION TEN. GOVERNING LAW

This contract shall be governed by the laws of the State of New Mexico.

SECTION ELEVEN. CONFLICT OF INTEREST

Contractor warrants that they represent no clients with interests adverse to the City and will consult without conflict of interest.

SECTION TWELVE. COMMUNICATIONS PROTOCOL

The primary point of contact between the City and the contractor shall be the City Manager. The contractor shall be authorized to direct city employees to conduct necessary activities that are consistent with the operation of a water and wastewater department. The contractor shall report, in writing, the directions and outcomes expected.

SECTION THIRTEEN. INSURANCE

Throughout the duration of this Agreement, Contractor will maintain a liability insurance policy with minimum coverage of \$1,000,000.00. The contractor will deliver evidence of sufficient coverage and will notify the City if there are any changes in coverage.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by persons here represented and warranted to be authorized to bind the parties to this Agreement.

Exhibit A

10 workdays per month for the base fee of \$2500.00 (Two-thousand five hundred dollars).

One day shall not be less than 6 hours and not more than 12 hours.

6 days of onsite active management per month. Two Saturdays and 4 weekdays. (36 hours)
The contractor shall be required to perform these duties only.

2 days of emergency call out. Each call out will be measured per hour. Total hours per the contract shall be 12 (twelve hours or 2 days). These duties may be performed by an employee of the contractor, provided they are listed as an employee and all necessary certifications are on file with the City.

2 days shall be devoted offsite, without limitation, for reporting, training, reviewing testing, meeting with administration, and professional development.

48 hours of contract work are required to trigger the emergency call out provision of the agreement.

Contract time shall begin when contractor or employee is on site.

Work Plan

Develop a monthly work plan for the staff to maintain a safe and compliant working environment at the wastewater plant.

Develop and maintain a plant safety program compliant with state and federal regulations.

The contractor will work side-by-side with staff during onsite days to complete work as identified by the contractor.

The contractor shall participate in the annual budget process.

City staff will continue to perform all testing, report generation and submission.

The contractor shall review all reports prior to submission.

The contractor shall develop a monthly training plan for the staff.

The contractor shall develop an asset management plan and capital improvement plan both short term (1 year for budget process) and long term (5 years for ICIP process)

The contractor shall make recommendations to improve or change the operating policies.

The contractor will utilize his expertise and planning for both the water department and wastewater department. The focus shall be on the wastewater plan.

The contractor shall not be limited by the wording in the exhibit. The contractor will perform all duties necessary to achieve the goals of the agreement or any other activities as directed by the City Manager that are consistent with water and wastewater operations.

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: Jesse Cole 4x4 Services and Consults

Address:

By: _____ Date: _____
Jesse Cole, Consultant

By: _____ Date: _____
Gary Whitehead, City Manager

Attest:

Angela A. Torres, Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.4

SUBJECT: Discussion/Update: Louis Armijo Sports Complex Master Plan final report

DEPARTMENT: Parks

DATE SUBMITTED: February 21, 2025

SUBMITTED BY: O.J. Hechler

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

Summary/Background: The City was awarded a Quality-of-Life Grant for a master plan of the Louis Armijo Sports Complex. This is the final report to the Commission as this grant becomes fully executed. This master plan will be used to apply for future grant funding as we work to improve the quality of life for New Mexico residents.

Recommendation:

Update only

Attachments:

Louis Armijo Sports Complex Master Plan Final Report

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-26-25

LOUIS ARMIJO SPORTS COMPLEX MASTER PLAN

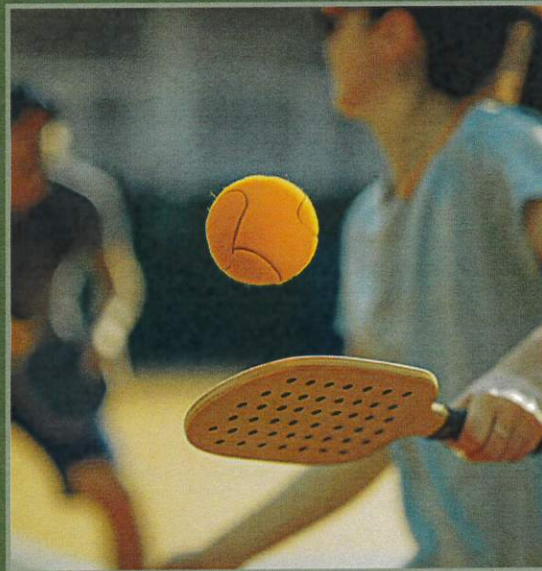
*Improving the quality of life for New Mexico
residents by creating new or expanding existing
regional recreation facilities*



TRUTH OR
CONSEQUENCES



**WILSON
& COMPANY**



FEBRUARY 2025

ACKNOWLEDGMENTS



MEMBERS OF CITY COMMISSION

1. Rolf Hechler, Mayor
2. Amanda Forrister, Mayor Pro-Tem
3. Merry Jo Fahl, Commissioner
4. Ingo Hoeppner, Commissioner
5. Destiny Mitchell, Commissioner

KEY PROJECT PARTICIPANTS

O.J. Hechler, Director of Community Services, City of Truth or Consequences
Claudia Diaz, Civil Engineer, Wilson and Company
George Radnovich, Landscape Architect, Sites Southwest
Shasta Meehan, Landscape Designer, Sites Southwest

PROJECT SCOPE AND GOALS

A. The Regional Recreation Centers Quality of Life Program Life Funding – funding is to improve the quality of life for New Mexico residents by creating new or expanding existing regional recreation facilities.

B. Master Plan scope is to evaluate the existing conditions of the Sport Complex and solicit public input regarding future use.

C. Vision & Goal is to enhance the complex and promote economic development. Once the Master Plan is complete this will be a planning tool for the City to continue to apply for funding opportunities.



PUBLIC MEETINGS - FINDINGS

The Master Plan Community Engagement phase included 2 public meetings and several updates to the Commission. Below are some of the key comments from the community:

- Site Access: vehicular, pedestrian
- Improve parking
- Parking around fields for parents to pull up and watch from car (show on bottom two baseball fields)
- Formalize soccer fields
- Include a championship baseball field
- Flexible field space for baseball and soccer fields
- Include Perimeter Trail: walking
- Distinguish sport complex from rodeo
- Shade shelter near pickleball courts
- Include concessions with existing facilities/ storage
- Include pond reclamation in future phasing



PUBLIC MEETING

Louis Armijo Sports Complex
Master Plan



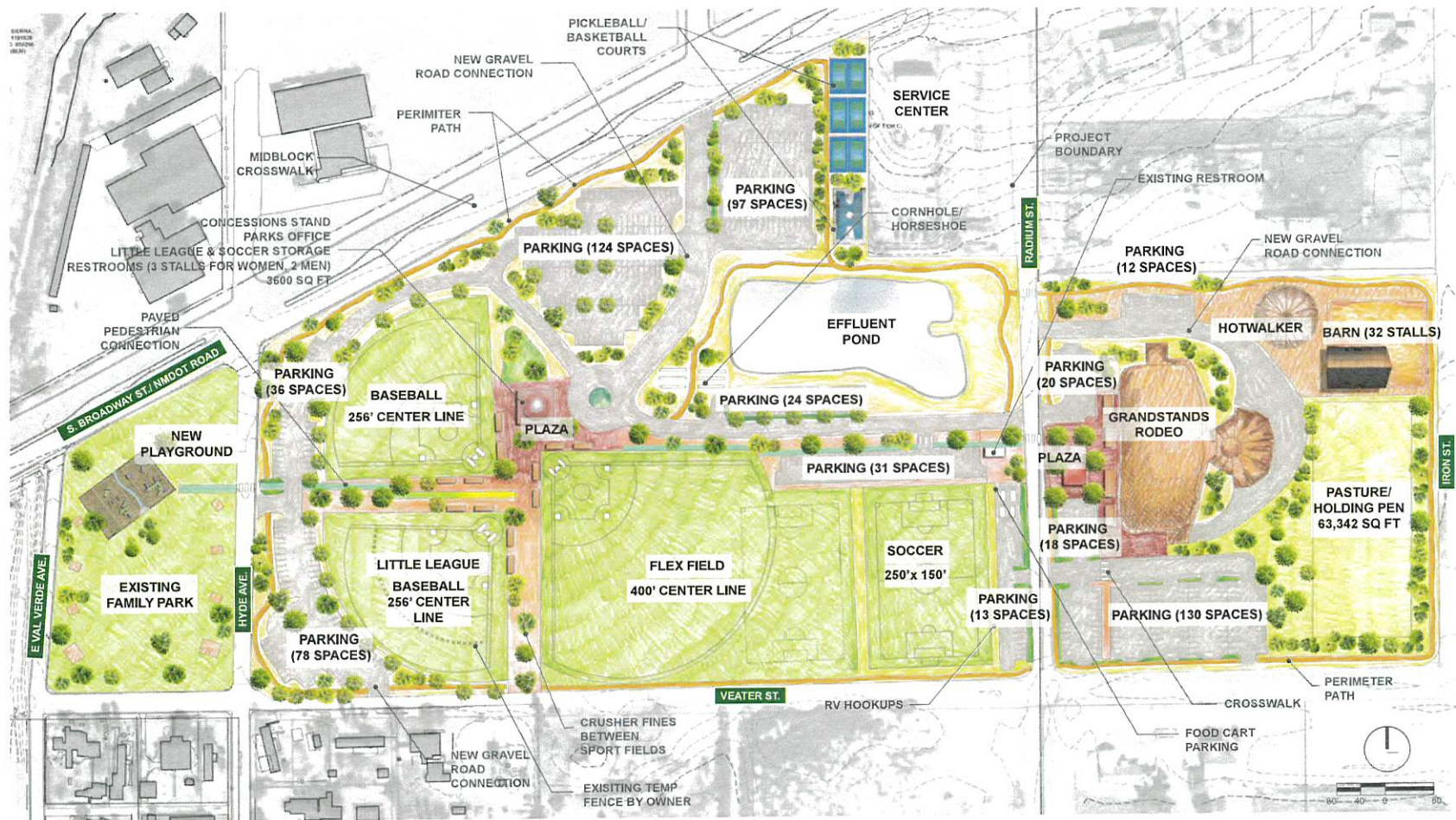
Thursday, May 23, 2024
5:30 - 7:30 p.m.
City Commissions Chambers

405 West Third, 1st floor, Albuquerque, NM

For special accommodations, please
contact O.J. Hechler no later than two days
in advance of the meeting at
575-745-6736 or
ohechler@ciabq.org

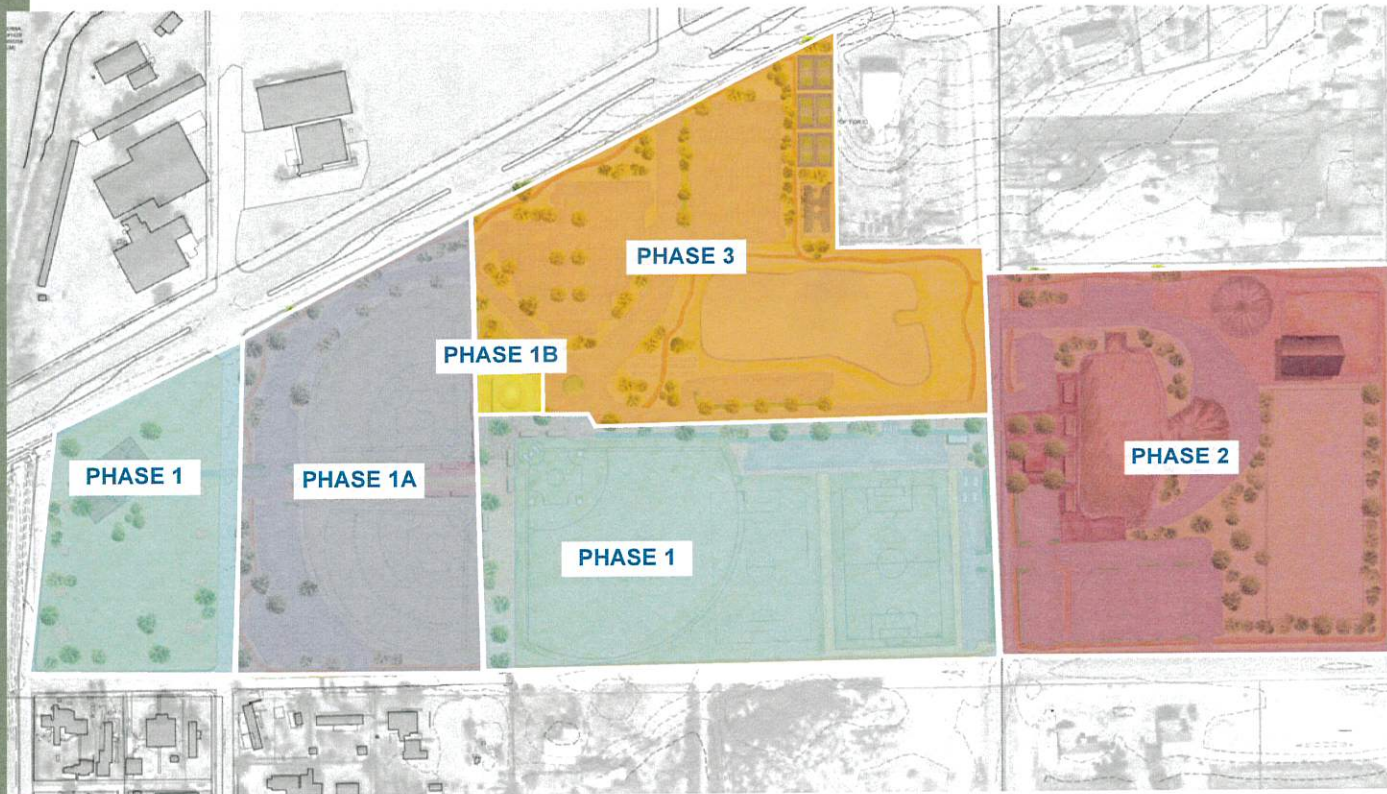
MASTER PLAN OVERVIEW

The purpose of the master plan design is to provide recommendations and opportunities for future site improvements at the Louis Armijo Sports Complex based on an evaluation of site conditions and community needs and input. Some of the proposed final improvements include field realignments, formalized parking, improved site accessibility and circulation, improved restroom facilities, a pedestrian plaza and corridor connection, rodeo improvements, new playground equipment, and additional sport courts.



FINAL MASTER PLAN PHASING

The final master plan uses a phasing strategy that allows the project to be divided into achievable stages which can be gradually funded and constructed over time.



PHASE 1

- New Playground
- New Soccer Fields
- New Championship Baseball Field
- New Irrigation System
- Parking Improvements and road access
- Central Concessions Plaza

PHASE 1A

- Parking Improvements and road access
- Standard Baseball Fields
- Pedestrian Walkways

PHASE 1B

- Concessions and Restroom Building

PHASE 2

- Rodeo Improvements

PHASE 3

- Parking Improvements and road access
- Pickleball/Basketball Courts
- Cornhole/Horseshoe
- Perimeter Walking Trail
- Pond Reclamation

FINAL MASTER PLAN PARAMETRIC COSTS

PARAMETRIC COSTS FOR PHASES 1, 1A, AND 1B

These costs have been prepared using quantitative data and predicted costs by the landscape architect. The estimate should be considered as a probable cost estimate and not as a quote or true cost.

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	FINAL COST	PHASE 1 TOTAL	PHASE 1A TOTAL	PHASE 1B TOTAL
General					\$220,000.00	\$220,000.00		
1	Mobilization and Pre-Construction Includes mobilization and construction staking	LS	1	\$50,000.00	\$50,000.00	\$50,000.00		
2	Infrastructure / Utilities Includes water, sewer, dry utilities	LS	1	\$35,000.00	\$35,000.00	\$35,000.00		
3	Grading and Drainage Includes clearing and grubbing, protection and demolition, unclassified excavation, fine grading, compaction, etc...	LS	1	\$135,000.00	\$135,000.00	\$135,000.00		
Sport Courts and Equipment					\$1,150,000.00	\$800,000.00	\$350,000.00	
4	Championship Baseball Field	LS	1	\$450,000.00	\$450,000.00	\$450,000.00		
5	Soccer Fields	LS	1	\$350,000.00	\$350,000.00	\$350,000.00		
6	Baseball Fields Includes shortstop, bases (equipment set), bleacher defenders, painted aluminium player benches, 21' length bleachers with fencing, 40'x10' dugouts with roof, and 15' aluminum backless players bench w/galvanized	LS	1	\$350,000.00	\$350,000.00		\$350,000.00	
Hardscape and Sitework					\$88,000.00	\$55,000.00		\$33,000.00
7	Plaza Hardscape Includes Plaza area	LS	1	\$33,000.00	\$33,000.00			\$33,000.00
8	Site Hardscape Includes Concrete walkways, fences, and trails	LS	1	\$55,000.00	\$55,000.00	\$55,000.00		
Roads and Parking					\$395,000.00	\$150,000.00	\$245,000.00	
9	Road Improvements Includes new roads and parking (including aisles/stripping)	LS	1	\$150,000.00	\$150,000.00	\$150,000.00		
10	Road Improvements Includes new roads and parking (including aisles/stripping)	LS	1	\$245,000.00	\$245,000.00		\$245,000.00	
Buildings					\$1,440,000.00			\$1,440,000.00
11	New Concessions / Restrooms (Main plaza)	LS	1	\$1,440,000.00	\$1,440,000.00			\$1,440,000.00
Inclusive Playground for Family Park					\$503,000.00	\$503,000.00		
12	Surfacing, equipment, shade structure, and install	LS	1	\$503,000.00	\$503,000.00	\$503,000.00		
Landscape					\$30,000.00	\$30,000.00		
13	Trees, Plantings, Etc.	LS	1	\$30,000.00	\$30,000.00	\$30,000.00		
Irrigation					\$530,800.00			
14	Irrigation water meter, pumps, etc.	LS	1	\$530,800.00	\$530,800.00			
				TOTAL	\$4,356,800.00	\$1,758,000.00	\$595,000.00	\$1,473,000.00
				25% CONTINGENCY	\$1,089,200.00	\$439,500.00	\$148,750.00	\$368,250.00
				TOTAL	\$5,446,000.00	\$2,197,500.00	\$743,750.00	\$1,841,250.00

FINAL MASTER PLAN PARAMETRIC COSTS

PARAMETRIC COSTS FOR PHASES 2 AND 3

These costs have been prepared using quantitative data and predicted costs by the landscape architect. The estimate should be considered as a probable cost estimate and not as a quote or true cost estimate.

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	FINAL COST	PHASE 2 TOTAL	PHASE 3 TOTAL
General					\$765,000.00	\$765,000.00	\$532,000.00
1	Mobilization and Pre-Construction includes mobilization and construction staking	LS	1	\$85,000.00	\$85,000.00	\$85,000.00	
2	Infrastructure / Utilities Includes water, sewer, dry utilities	LS	1	\$55,000.00	\$55,000.00	\$55,000.00	
3	Grading and Drainage Includes clearing and grubbing, protection and demolition, unclassified excavation, fine grading, compaction, etc...	LS	1	\$625,000.00	\$625,000.00	\$625,000.00	
4	Mobilization and Pre-Construction includes mobilization and construction staking	LS	1	\$85,000.00	\$85,000.00		\$85,000.00
5	Infrastructure / Utilities Includes water, sewer, dry utilities	LS	1	\$22,000.00	\$22,000.00		\$22,000.00
6	Grading and Drainage Includes clearing and grubbing, protection and demolition, unclassified excavation, fine grading, compaction, etc...	LS	1	\$425,000.00	\$425,000.00		\$425,000.00
Sport Courts and Equipment					\$315,000.00		\$315,000.00
7	Basketball, Pickleball Courts, Cornhole Includes court surfacing, striping, post tension concrete, posts, nets, hoops, and court fencing.	LS	1	\$315,000.00	\$315,000.00		\$315,000.00
Hardscape and Sitework					\$423,600.00	\$420,000.00	\$3,600.00
8	Site Hardscape Includes plaza hardscape, fencing, and trails	LS	1	\$420,000.00	\$420,000.00	\$420,000.00	
9	Site Hardscape Includes trails	LS	1	\$3,600.00	\$3,600.00		\$3,600.00
Roads and Parking					\$1,100,000.00	\$475,000.00	\$625,000.00
10	Road Improvements Includes new roads and parking (including aisles/striping)	LS	1	\$475,000.00	\$475,000.00	\$475,000.00	
11	Road Improvements Includes new roads and parking (including aisles/striping)	LS	1	\$625,000.00	\$625,000.00		\$625,000.00
Buildings/Structures					\$4,480,000.00	\$4,480,000.00	
12	New Concessions / Restrooms (rodeo)	LS	1	\$ 520,000.00	\$520,000.00	\$520,000.00	
13	Barn	LS	1	\$1,560,000.00	\$1,560,000.00	\$2,880,000.00	
14	Hotwalker	LS	1	\$2,400,000.00	\$2,400,000.00	\$2,400,000.00	
Landscape					\$315,000.00	\$270,000.00	\$45,000.00
15	Trees, Plantings, Pasture	LS	1	\$270,000.00	\$270,000.00	\$270,000.00	
16	Trees, Plantings, Etc.	LS	1	\$45,000.00	\$45,000.00		\$45,000.00
Irrigation					\$210,000.00	\$180,000.00	\$30,000.00
17	irrigation, water meter, pumps, etc.	LS	1	\$180,000.00	\$180,000.00	\$180,000.00	
18	irrigation, water meter, pumps, etc.	LS	1	\$30,000.00	\$30,000.00		\$30,000.00
					TOTAL	\$7,608,600.00	\$6,590,600.00
					25% CONTINGENCY	\$1,902,150.00	\$1,647,650.00
					TOTAL	\$9,510,750.00	\$8,237,650.00

SYNTHETIC TURF

BENEFITS AND CONSTRAINTS

This master plan includes a recommendation for natural turf and is priced for natural turf. However, synthetic turf fields were considered as a possible option for the championship baseball field and multipurpose soccer fields. Below are factors to consider for the future.

BENEFITS

- Extended playing season for all weather use
- Reduction of player injuries due to consistent playing surface
- Attractive and appealing playing surface
- Opportunity for tournaments and improved facilities
- Opportunity for reduction of water use
- Ease of maintenance and reduced pest management
- Good traction
- Cost effective in the long term

CONSTRAINTS

- Absorbs heat in hotter months
- A much larger upfront cost than natural turf
- Water use is still necessary in hotter months to maintain surface temperature
- Concerns about environmental and human impacts due to potential toxicity of materials
- Separate cleat equipment
- Specialty maintenance equipment required
- No sunflower seeds
- Potential player injuries from contact with playing surface

APPENDIX

APPENDICES

1. First Public Meeting Flyer
2. 2nd Public Meeting Flyer
3. Documented meeting notes
4. Family park Render
5. Family park quote
6. Irrigation quote

PUBLIC MEETING

Louis Armijo Sports Complex Master Plan



Thursday, May 23, 2024
5:30 - 7:30 p.m.

City Commissions Chambers

405 West Third, Truth or Consequences, NM

For special accommodations, please
contact O.J. Hechler no later than two days
in advance of the meeting at
575-740-6716 or
orrin.hechler@torcnm.org

The City of Truth or Consequences is working on a Master Plan for the
Louis Armijo Sports Complex and invites you to attend, learn about the
project, ask questions, and share your feedback with members of the
project team.

At this meeting, the Project Team will present project scope, vision,
goals and project phasing.

FINAL & 2ND PUBLIC MEETING

**WILSON
& COMPANY**



Louis Armijo Sports Complex Master Plan



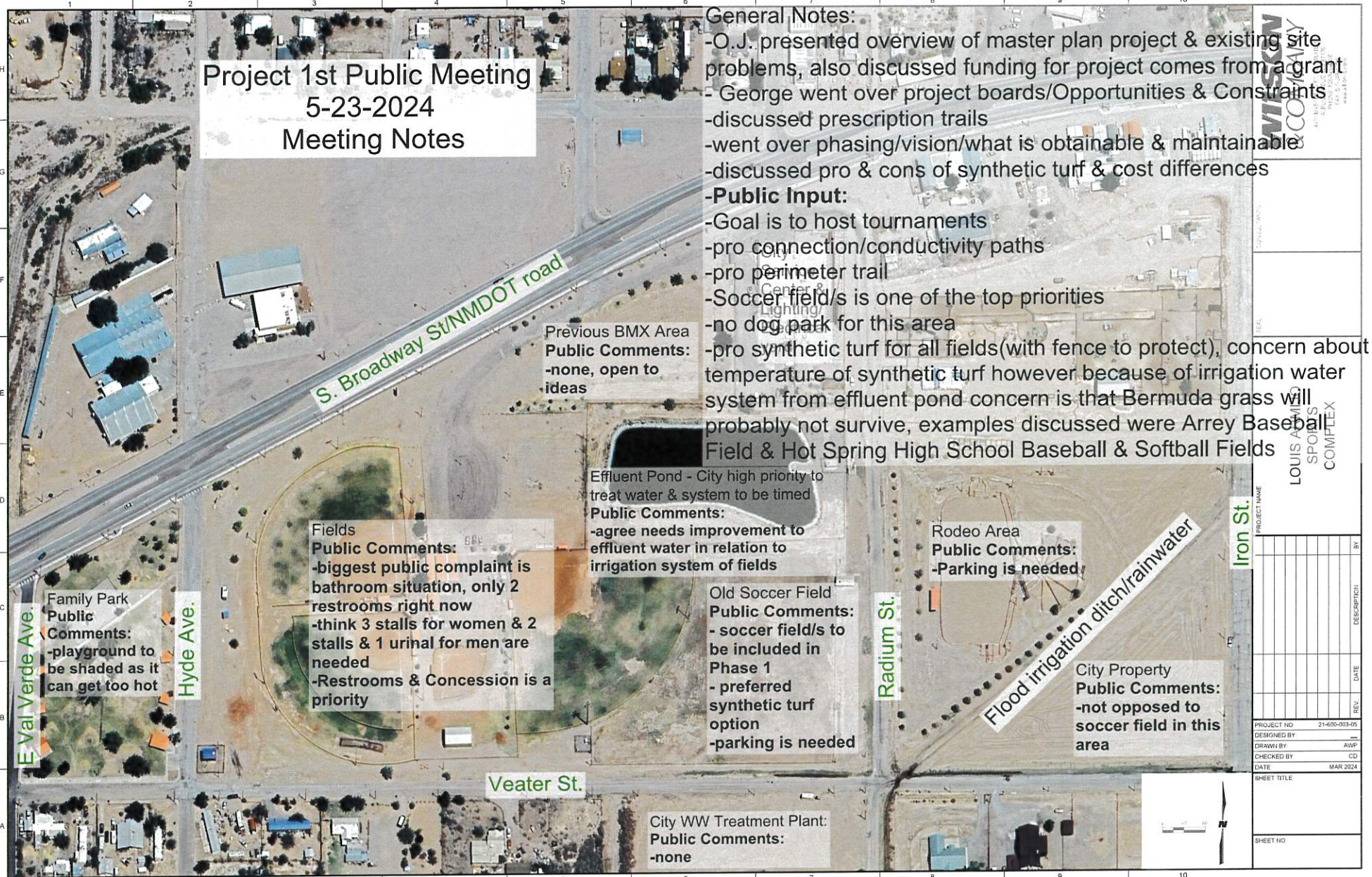
**Thursday, September 12, 2024
5:30 - 7:30 p.m.
City Commissions Chambers**

405 West Third, Truth or Consequences, NM

For special accommodations, please
contact O.J. Hechler no later than two days
in advance of the meeting at
575-740-6716 or
orrin.hechler@torcnm.org

At this final public meeting, the Project Team will present concept options & project phasing.

The City of Truth or Consequences continues to develop a Master Plan for the Louis Armijo Sports complex and invites you to attend, learn about the project, ask questions, and share your feedback with members of the project team.



WISCONSIN COUNTY PROJECT NAME: LOUIS ARMITAGE SPORTS COMPLEX	
PROJECT NO.	21-600-003-05
DESIGNED BY	
DRAWN BY	AWP
CHECKED BY	CD
DATE	MAR 2024
SHEET TITLE	
SHEET NO.	

SHADES OMITTED
FOR CLARITY

Sales Representative

Family Park

Truth or Consequences, NM

OPTION 2 CR022024-2

CREATIVE
RECREATIONAL
DESIGNS

(505) 414-9866

Equipment Manufacturer

 **PLAYWORLD**
The world needs play.





Family Park

Truth or Consequences, NM

OPTION 2 CR022024-2

Sales Representative

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RECREATIONAL
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Equipment Manufacturer:

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PLAYWORLD
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Sales Representative

Equipment Manufacturer

Family Park

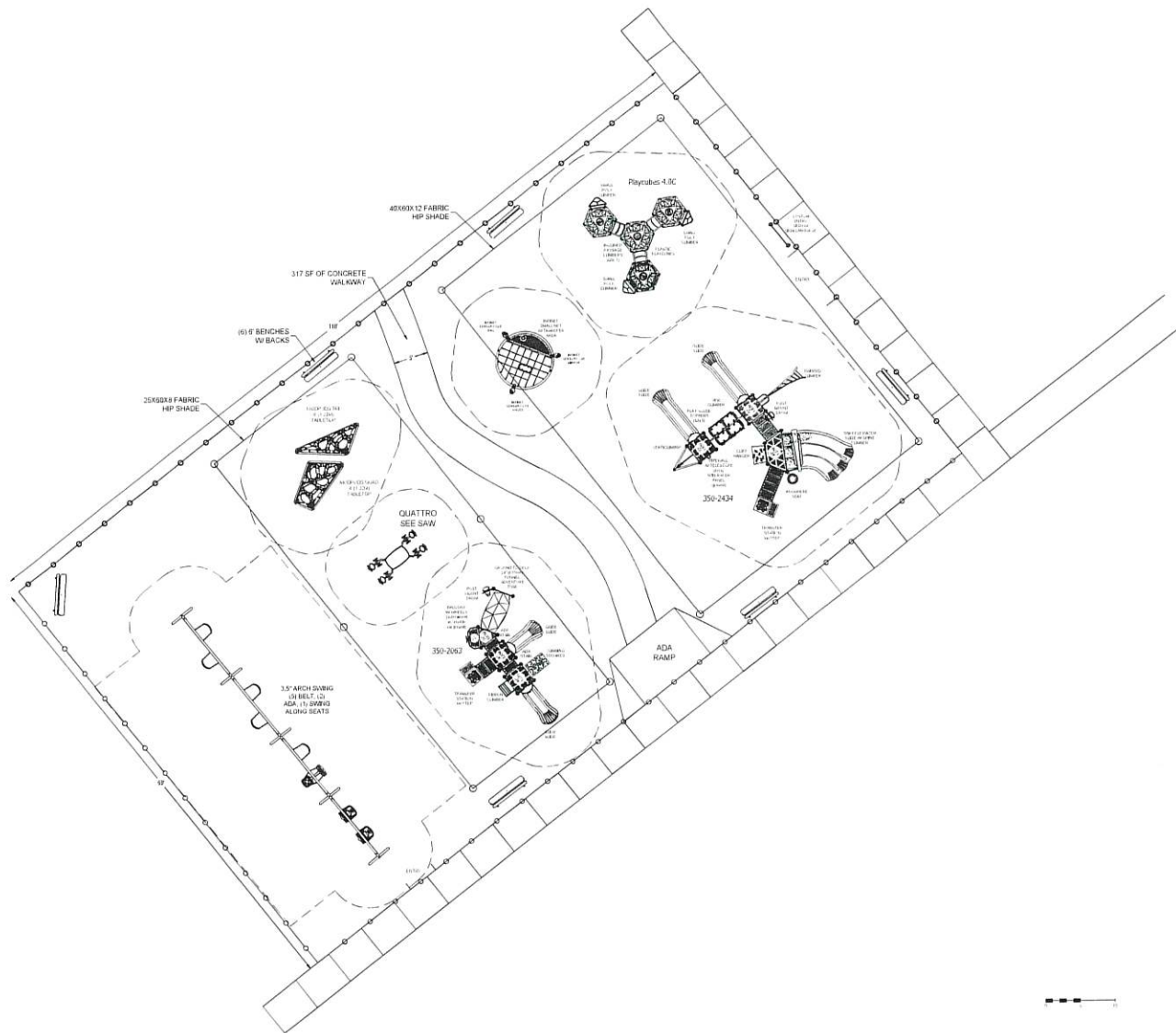
Truth or Consequences, NM

**CREATIVE
RECREATIONAL
DESIGNS**

(505) 414-9866

PLAYWORLD
The world needs play.

OPTION 2 CR022024-2



*PLAYGROUND SUPERVISION REQUIRED



(505) 414-9866

EQUIPMENT SIZE:

USE ZONE:

AREA:
7825 SF

PERIMETER:

FALL HEIGHT:
8'-2"

USER CAPACITY:
128

AGE GROUP:
2-5, 5-12

- ✓ ASTM F1487-17
- ✓ CPSC #325



PROJECT NO:
CR022024-2

SCALE:
1/16" = 1'-0"

DRAWN BY:
TKA

Paper Size
B

DATE:
8-15-24

Family Park - Option 2

Truth or Consequences, NM



CREATIVE RECREATIONAL DESIGNS

PO BOX 15191
Rio Rancho, NM 87174

Quote

Date 8/15/2024

Estimate # 24415

Phone # (505) 414-9866

Sales@CreativeRecDesigns.com

Fax #

www.CreativeRecDesigns.com

Name / Address

City of Truth or Consequences
505 Sims
T or C, NM 87901

Terms

Net 30

Description	Qty	Rate	Total
PROJECT: Inclusive Playground Design for Family Park, Option 2 BUDGET NUMBERS ONLY			
PlayWorld Design #FamilyPark design CR022024-2: 5-12 Area with composite 350-2434, INet-1700 and Playcubes 4.0C, 60x40 6-Post Fabric Shade Shelter, 2-12 Area with composite 350-2063, Quattro Seesaw, and Mod-181, 3 Bay Swing, 2 ADA Seat, 25x40 4 Post Shade Shelter Freight FOB	1	153,000.00 12,500.00	153,000.00T 12,500.00
Poured-in-place safety surfacing for up to 8142 sq ft, for a 8 foot fall height. Freight FOB	7,500	33.00 5,000.00	247,500.00T 5,000.00
Installation of above equipment in Design CR022024-1, sub-base for PIP to cover 8142 sq ft, compressed to 95% compaction, cap sprinklers, haul away debris, demo existing playground equipment and removal of pea gravel. NOTES: ~ BUDGET QUOTE ONLY FOR PLAYGROUND PROJECT	1	85,000.00	85,000.00T
BUDGET QUOTE ONLY		Subtotal Sales Tax (7.4375%) Total	\$503,000.00 \$36,109.06 \$539,109.06

Lynn's Landscape
PO BOX 250
ELEPHANT BUTTE, NM 87935
575-744-4009

Estimate

Date	Estimate #
8/14/2024	255

Name / Address
CITY OF TORC 505 SIMS ST TRUTH OR CONSEQUENCES, NM 87901

			Project
Description	Qty	Rate	Total
INCLUDES ALL MATERIALS AND LABOR FOR GRADING, DIRTWORK, PREPPING, SOIL TEST, FERTILIZE AND NUTRIENTS. COMPLETE INSTALLATION OF AUTOMATED WATERING SYSTEMS. PIPING, VALVES, CONTROL BOXES, SPRINKLERS, ETC. (CITY WILL DO STUB CONNECT WITH SHUT OFF VALVES FOR SYSTEM). DELIVERY OF APPROX 105,000 SQ FT OF TIFTUF BERMUDA SOD. INSTALLATION OF APPROX 105,000 SQ FT OF BERMUDA SOD.	125,000	0.00	0.00T
		0.87	108,750.00T
		96,330.00	96,330.00T
	125,000	1.31	163,750.00T
	125,000	0.95	118,750.00T
		Subtotal	\$487,580.00
		Sales Tax (8.375%)	\$40,834.83
		Total	\$528,414.83



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.5

SUBJECT: Discussion/Update: Spring update regarding the 2025 little league season and plans for the baseball fields as we prepare them for district all-stars

DEPARTMENT: Parks

DATE SUBMITTED: February 21, 2025

SUBMITTED BY: O.J. Hechler

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

Summary/Background: The City will be hosting the district all-star tournament for the first time in many years at the Louis Armijo Sports Complex. To prepare for this tournament the softball field will need to be closed to the public to prepare the field, plant grass, and add infield mix to the infield.

Recommendation:

Update only

Attachments:

N/A

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-26-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.6

SUBJECT: Discussion/Action – Project scope selection for NMDOT Funding

DEPARTMENT: Community Development

DATE SUBMITTED: February 20, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

NMDOT call for projects is now open for various roadway funding requests. Staff is requesting approval to submit applications for the following project funds:

NMDOT MUNICIPAL ARTERIAL PROGRAM (MAP)

TRANSPORTATION PROJECT FUND (TPF)

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

LGRF CO-OP

Recommendation:

Discuss recommended project funding requests and approve application submissions.

Attachments:

-
-

[Click here to enter text.](#)

Fiscal Impact (Finance): [Choose an item.](#)

[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 2-26-25

NMDOT MUNICIPAL ARTERIAL PROGRAM (MAP) - for the construction, maintenance, and improvement of major roadways within their jurisdictions, essentially supporting the development and upkeep of key arterial streets within a town or city, must connect to a main arterial roadway. NMDOT contributes 75% of the project cost, 25% match required from the application. This can include in-kind services. Projects must be completed within 24 months, with the agreement terminating on June 30th.

CURRENT FUNDED PROJECT - Planning, Design, and Permitting Services for the roadway reconstruction of Pershing Street from Main Street to Second Avenue and Second Ave to Date St. The project will consist of full-depth roadway reconstruction including new curb and gutter, concrete sidewalk, drive pads, ADA accessibility, drainage improvements, adjustment of existing utilities, and permanent signing and striping - \$138,667.00 (\$104,000.00 GRANT/\$138,667.00 Match) Design is 20% completed.

- **Possible application request** (Waterlines addressed in MSD/DWSRLF/Critical Projects)
 1. Construction funding Pershing St. from Main St. to 2nd & 2nd St. from Pershing St. to Date

TRANSPORTATION PROJECT FUND (TPF) - a state-funded program that helps develop and maintain transportation infrastructure. NMDOT contributes 95% of project cost, and local municipalities contribute the remaining 5%. Must start spending money within 3 months of receiving the project agreement. Projects must be completed within 30 months from the effective date of the grant agreement.

NO CURRENT FUNDED PROJECT - City submitted application for the 2025 funding cycle for plan, design, construction, permitting, and construction services for the roadway reconstruction of Smith Street from Date Street to Silver Street (approximately 1,930 lf.), to include full-depth roadway reconstruction, new curb and gutter, concrete sidewalk, drive pads, ADA accessibility, drainage improvements, adjustment of existing utilities, and permanent signing and striping. Amount requested: \$2,090,395 with a request for match waiver of \$104,519 – 5% of required match. Project was not awarded.

- **Possible application request** (Waterline to be addressed in WSPI-1 Project)
 1. Revise the 2025 funding application with a smaller scope (sidewalk design already funded)

TRANSPORTATION ALTERNATIVES PROGRAM (TAP) - alternative transportation options like pedestrian and bicycle facilities, safe routes to school initiatives, and infrastructure improvements for better non-driver access to public transportation within the state of New Mexico; essentially, it supports projects that promote active transportation options. This is a federally funded program, contributing 85.44% of the project cost, with applicants providing a 14.56% match. The grant agreement timeframe is typically 24 months for each phase of the project.

CURRENT FUNDED PROJECT – Plan/design Sidewalk Improvements – Pershing St. from Marie St. to New School Road; New School Road from Pershing St. to Date St; Smith St. from Date St. to N. Silver St. \$212,910.00 (\$181,910.00 Grant/\$31,000.00 Cash Match). Design is 60% completed.

- **Possible application request**
 1. Construction of current funded project. (Pershing St. from Marie St. to New School Road; New School Road from Pershing St. to Date St; Smith St. from Date St. to N. Silver St.

LGRF CO-OP - The LGRF provides funds for the development, construction, maintenance, and repair of public roads, streets, and parking lots. NMDOT contributes 75% of the project cost, with a 25% match required from the application. This can include in-kind services. Projects must be completed within 18 months, with the agreement terminating on December 31st.

NO CURRENT FUNDED PROJECT – *City is in final closeout of 2023 project which included full depth pavement reclamation, subgrade prep, base course and hot mix, replacement of damaged curb and gutter on Pine St. from E 8th to E 5th Ave. Total Project awarded \$313,636.00 (\$235,227.00 Grant/\$78,409.00 In Kind Match). 2024 project application submitted for construction and construction administration services for Marie St. from Date St. to Palo Verde. Requested amount \$3,665,070.89 (\$2,748,803 Grant/\$916,267 Match) – Project not funded.*

- Possible application request –
 1. Jones St. from Main to Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.7

SUBJECT: Discussion/Action -State Of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement: A24I2021

DEPARTMENT: Community Development

DATE SUBMITTED: February 20, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

SJOA has received an appropriation in the amount of \$60,883.00 to purchase and equip vehicles for the Ken James Senior Center. Funds will be used for the purchase of a meal truck. The City of T or C is the Fiscal Agent for the SJOA Ken James Senior Center. Grant is on a reimbursement basis.

Recommendation:

Approve Grant Agreement

Attachments:

- Grant Agreement
-

Fiscal Impact (Finance): Yes

\$60,883.00 Reimbursement Grant

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 2-26-25

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this [] day of [], 20[].
by and between the Department Aging and Long-term Services Department, hereinafter called the
“Department” or abbreviation such as “ALTSD, and City of Truth or Consequences, hereinafter called
the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 66, Section 4, Paragraph 13, the Legislature made an
appropriation to the Department, funds from which the Department is making available to the Grantee
pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of,
funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging
and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and
contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained
herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A24I2021 Vehicles APPROPRIATION REVERSION DATE: 6/30/2026
[Laws of 2023, Chapter 66, Section 4, Paragraph 13], Sixty Thousand Eight Hundred Eighty-Three
Dollars (\$60,883.00), to Purchase and equip vehicles for the Ken James Senior Center in the City of
Truth or Consequences.

The Grantee’s total reimbursements shall not exceed Sixty Thousand Eight Hundred Eighty-Three
Dollars (\$60,883.00), minus the allocation for Art in Public Places, \$0¹, if applicable, which equals
Sixty Thousand Eight hundred eighty-three dollars (\$60,883.00), (the “Adjusted Appropriation
Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/
or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation
language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is “an amount of money equal o one percent or two hundred thousand dollars (\$200,000), whichever is
less of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand
dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON THE DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Truth or Consequences
Name: Rolf Hechler
Title: Mayor
Address: 505 Sims Street, T or C, NM 87901
Email: rhechler@torcnm.org
Telephone: 575-894-6373

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: Assistant City Manager
Address: 505 Sims Street, T or C, NM 87901
Email: talvarez@torcnm.org
Telephone: 575-952-0565

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department
Name: Tasha Martinez / Lori Zuniga
Title: Bureau Chief / Project Coordinator
Address: 2550 Cerrillos Rd, Santa Fe, NM 87505
Email: capital.outlay@altsd.nm.gov
Telephone: 505-316-8900 / 505-221-9446

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026 unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Capital Projects Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following 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.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe

- benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Truth or Consequences's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Truth or Consequences or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Truth or Consequences may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Truth or Consequences only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
 - 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must

be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;

2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

Aging and Long-Term Services Department

By:

Its: Cabinet Secretary or Designee

Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

TO: Department Representative: **AGING & LONG-TERM SERVICES DEPARTMENT**

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: **TASHA MARTINEZ**

Title: **CAPITAL OUTLAY BUREAU CHIEF**

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.

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City State Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (If Applicable): _____
G. Grant Balance: _____
H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
I. ☐ Final Request for Payment (If Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor
Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

PROJECT DESCRIPTION FORM

SCOPE OF WORK (SOW)

(Please email this completed form to ALTSD in MS Word format)

1. Name of Grantee/ Fiscal Agent: Ken James Senior Center-Sierra Joint Office on Aging/City of Truth or Consequences

2. Project Title: T OR C KEN JAMES SENIOR CTR VEH RPLC

3. Grant Agreement Number: A24I-2021

4. Background Narrative:

Access to well-balanced, affordable meals is imperative to the independence and sustenance of homebound seniors.

Research shows that healthy eating provides essential energy and nutrients for welfare, maintenance of health and functional autonomy, and reduces the risk for chronic diseases at older ages.

The benefits of home delivered meals are the emotional and psychological, as well as physical: The programs connection to companionship and resources in the community, help with dietary planning and maintaining independence, as well as access welfare checks, make the service that supports the overall well-being of our clients.

The trucks that deliver meals keep the food at proper temperature for safe consumption. If the trucks are unreliable then the food cannot be served safely causing a delay in delivery and unnecessary costs to the program. In the last year, the trucks have had several problems with the heating and cooling systems causing food to be wasted and clients waiting for meals. As the vehicles age the cost of keeping them operable increases causing the center to lose money on the meal program.

5. Work Plan:

Secure cost/Quotes & select vendor then Purchase build, design and equip, label/wrap meal delivery truck. To take delivery of vehicles while working with the City of Truth or Consequences and the Executive Director to put the vehicle into service as soon as possible.

6. Budget Detail:

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase	A23H2062 \$31,617	\$60,833
Other Costs (specify)		
AIPP (if applicable)		
Totals		\$92,450

7. Performance Measures:

Approximately 180 home delivered meals will be delivered daily while holding foods at their proper temperatures to elderly home-bound people while incurring fewer disruptive vehicle repairs.

8. Results Expected:

The results expected of replacing these home delivery meal trucks will include more consistent and reliable delivery of home delivered meals, savings realized from newer, more energy efficient equipment, significant decrease in repairs.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*

RFP/Quotes Secured	1 month
Bid Closing	N/A
Bid Award to Contractor/Vendor	N/A
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	10 months
Project Completion & Review	5/31/2026
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	5/31/2026

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Crystal Walton
Title: Executive Director, Sierra Joint Office on Aging
Address: 360 W. 4th Ave., Truth or Consequences, NM 87901
Email: cwalton@seniorcenter-sjoa.org
Phone: 575-894-6641

Name: Traci Alvarez
Title: Assistant City Manager
Address: 505 Sims St, Truth or Consequences, NM 87901
Email: talvarez@torcnm.org
Phone: 575-952-0565

NOTICE: The Grant Application, if approved for funding by the Aging and Long-Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

[My Homepage](#)

Commitment Control Budget Details

Commitment Control Budget Details

Business Unit	Ledger Group	Fund	Dept	Account	Bud Ref	Class
62400	APROP_P	93100	A24I2021	400	92524	I2021

[Display Chart](#) ⓘ

[Previous](#) [Next](#) [Return to Inquiry Criteria](#)

Ledger Amounts

				Max Rows 100	
				Attributes	
Budget:		60,883.00	USD		
Expense:		0.00	USD		
Encumbrance:		0.00	USD		
Pre-Encumbrance:		0.00	USD		
Associate Revenue				0.00	USD

Available Budget

Without Tolerance	60,883.00	USD	Percent	(100%)
With Tolerance	60,883.00	USD	Percent	(100%)

Budget Exceptions

Exception Errors	0	Exception Warnings	0	Budget Exceptions
------------------	---	--------------------	---	-------------------

[Return to Search](#) [Notify](#)



1 Nation in Rio Arriba county;

2 12. two hundred fifty thousand dollars (\$250,000)
3 to purchase easements and rights of way and to plan, design,
4 construct, furnish and equip a senior center and parking lot
5 for the Gadii'ahi/To'koi chapter of the Navajo Nation in San
6 Juan county;

I2020

7 13. sixty thousand eight hundred eighty-three
8 dollars (\$60,883) to purchase and equip trucks and vehicles
9 for the Ken James senior center in Truth or Consequences in
10 Sierra county;

I2021

11 14. fifty thousand dollars (\$50,000) to purchase
12 and equip vehicles for the Ken James senior center in Truth
13 or Consequences in Sierra county;

I2022

14 15. one million dollars (\$1,000,000) to address
15 emergency needs to include renovations and immediate code
16 compliance, to purchase and install furnishings, to purchase
17 and equip vehicles and meals equipment and for delivery and
18 installation of building systems at senior centers statewide;
19 and

I2023

20 16. seven hundred thousand dollars (\$700,000) to
21 plan, design, construct, equip, remediate and demolish the
22 old La Cienega school site in Questa in Taos county.

I2024

23 SECTION 5. BERNALILLO COUNTY METROPOLITAN COURT

24 PROJECT--GENERAL FUND.--Two million five hundred thousand

25 dollars (\$2,500,000) is appropriated to the Bernalillo county

SFC/SB 275
Page 8



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.8

SUBJECT: Approval of the Records Inventory List for destruction
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 20, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Our Accounts Payable department has 35 boxes of records that are ready for destruction. Included in the packet is a list of records that can be destroyed as per the state records retention schedule 18.03-001. If approved by the governing body, all requirements will be followed to schedule a date for destruction of said records.

Recommendation:

Approve the Records inventory List for destruction.

Attachments:

- Records inventory List
- Records retention schedule

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-26-2025

**CITY OF TRUTH OR CONSEQUENCES
RECORDS FOR DESTRUCTION
MONTH YEAR**

Department	Description of Record	Year of Record	Item # Authorizing Destruction	Archive Box Number	Date Destroyed
FINANCE	AP VOUCHER SENTINEL - STAPLES	FY 2018-2019	18.03.001	1	
FINANCE	AP VOUCHER PJ-PZ SR-SZ	FY 2018-2019	18.03.001	2	
FINANCE	AP VOUCHER GRAINGER MA-MI	FY 2018-2019	18.03.001	3	
FINANCE	AP VOUCHER CITY UTILITIES GJ-GZ	FY 2018-2019	18.03.001	4	
FINANCE	AP VOUCHER SUN VALLEY-UTILITY DEPOSIT REFUNDS	FY 2018-2019	18.03.001	5	
FINANCE	AP VOUCHER VA-VZ - WEX BANK	FY 2018-2019	18.03.001	6	
FINANCE	AP VOUCHER WINDSTREAM X-Y-Z	FY 2018-2019	18.03.001	7	
FINANCE	AP VOUCHER CA-CI - CITY TRAVEL	FY 2018-2019	18.03.001	8	
FINANCE	AP VOUCHER MJ-MZ PA-PI	FY 2018-2019	18.03.001	9	
FINANCE	AP VOUCHER BANK OF AMERICA - BRADY	FY 2018-2019	18.03.001	10	
FINANCE	AP VOUCHER AA-AI B&H OIL	FY 2017-2018	18.03.001	11	
FINANCE	AP VOUCHER NA-NI RJ-RZ	FY 2017-2018	18.03.001	12	
FINANCE	AP VOUCHER CA-CI FJ-FZ	FY 2017-2018	18.03.001	13	
FINANCE	AP VOUCHER TA-TI WESTERN UNITED ELECTRIC	FY 2017-2018	18.03.001	14	
FINANCE	AP VOUCHER AA-AI BR-BZ	FY 2018-2019	18.03.001	15	
FINANCE	AP VOUCHER AA-CZ	FY 2014-2015	18.03.001	16	
FINANCE	AP VOUCHER SA-SE	FY 2017-2018	18.03.001	17	
FINANCE	AP VOUCHER TIGER DIRECT X-Y-Z	FY 2014-2015	18.03.001	18	
FINANCE	AP COPIES OF POS + AP CHECKS	FY 2017-2018	18.03.001	19	
FINANCE	AP VOUCHER IA-IZ PJ-PZ	FY 2017-2018	18.03.001	20	
FINANCE	AP VOUCHER AA-AI CR-CZ	FY 2017-2018	18.03.001	21	
FINANCE	AP VOUCHER FOXWORTH- MAIN STREET	FY 2017-2018	18.03.001	22	
FINANCE	AP VOUCHER POSTAL PROS TESTONS	FY 2014-2015	18.03.001	23	
FINANCE	AP VOUCHER VERIZON X-Y-Z	FY 2017-2018	18.03.001	24	
FINANCE	AP VOUCHER CHERRILLS HERALD	FY 2015-2016	18.03.001	25	
FINANCE	AP VOUCHER CHERRILLS HERALD	FY 2014-2015	18.03.001	26	
FINANCE	AP VOUCHER CHERRILLS IZ	FY 2014-2015	18.03.001	27	
FINANCE	AP PO REPORTS	FY 2012-2013, 2013-2014, 2014-2015	18.03.001	28	
FINANCE	AP VOUCHER PAYROLL REVOLVING SIERRA AUTO	FY 2017-2018	18.03.001	29	
FINANCE	AP VOUCHER WEX BANK X-Y-Z	FY 2017-2018	18.03.001	30	
FINANCE	AP VOUCHER IA OREILLY AUTO	FY 2015-2016	18.03.001	31	
FINANCE	AP VOUCHER UTILITY DEPOSIT REFUNDS X-Y-Z	FY 2015-2016	18.03.001	32	
FINANCE	AP COPIES OF POS & CHECKS	FY 2014-2015	18.03.001	33	

**CITY OF TRUTH OR CONSEQUENCES
RECORDS FOR DESTRUCTION
MONTH YEAR**

[illegible]

New code	DESCRIPTION	Department	RETENTION
18.02.002	Legal Case Files - Juvenile	Legal	10 years after case closed or until any minor involved attains age 21, whichever is longer <i>Confidential: 14-2-1 NMSA 1978, 32A-1-3.B NMSA 1978, 32A-2-32 NMSA 1978, 32A-3B-22 NMSA 1978, 32A-4-33 NMSA 1978, 32A-5-8 NMSA 1978, and 32A-6-15 NMSA 1978</i>
18.02.003	Legal Opinions	Legal	Permanent
18.03.001	Accounts Payable	Finance	3 years after audit report
18.03.002	Accounts Receivable	Finance	3 year after audit report
18.03.003	Audit Reports	Finance	Permanent
18.03.004	Budget - Operating	Finance	3 years after audit report
18.03.005	Collection	Finance	3 years after audit report
18.03.006	Construction Grant Records	Finance	10 years after completion of project
18.03.007	Contract and Agreements	Finance	1 year after termination of contract, provided audit report released
18.03.008	Contract Tax File (Form 1099)	Finance	4 years after termination of contract or agreement
18.03.009	Donations	Finance	3 years after audit report
18.03.010	Employer's Quarterly Federal Tax Return File (Form 941)	Finance	10 years after calendar year created
18.03.011	Fixed Assets	Finance	3 years after audit report
18.03.012	Garmishments	Finance	3 years after termination of employee
18.03.013	General Finance Records	Finance	3 years after audit report
18.03.014	Grant Administration Files	Finance	6 years after termination of grant
18.03.015	HUD Reporting File	Finance	3 years after close of fiscal year in which created
18.03.016	Internal Audit File	Finance	5 years after close of fiscal year audited
18.03.017	Non-Tax Transaction Certificates	Finance	1 year after last transaction or until audit released NOTE: new certificates are issued by Taxation and Revenue every 10 years, 7-9-43D, NMSA 1978
18.03.018	Payroll Files	Finance	3 years after audit report
18.03.019	Payroll Register, Year End Report	Finance	55-years after date created
18.03.020	Petty Cash Fund Files	Finance	Until Audit Report released
18.03.021	Purchasing	Finance	3 years after audit report



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.9

SUBJECT: Approval of Purchase Requisitions over \$60,000

DEPARTMENT: Finance

DATE SUBMITTED: February 20, 2025

SUBMITTED BY: Jordan Javier, Chief Procurement Officer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

In 2023, the City of Truth or Consequences and the New Mexico Department of Transportation entered into a Cooperative Agreement for the Local Government Road Funds. Per the Cooperative Agreement NMDOT would grant \$235,277.00 and the City would use \$78,409.00 of its own money. After the project was completed, under the agreement, any unused NMDOT fund would be reimbursed totaling to an invoice of \$64,927.33.

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Letter from Chief Procurement Officer
- See Attached

Fiscal Impact (Finance): Yes

The \$64,927.33 going back to NMDOT.

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [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 02/26/2025

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

February 20, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: NMDOT AND CITY OF T OR C LRGF COOPERATIVE AGREEMENT

The following reviews with the City Manager, the Community Development Department, Purchasing Department, and the New Mexico Department of Transportation. The City of T or C was granted \$235,277.00 from NMDOT while also matching \$78,409.00 of the City's own money for the LGRF Cooperative Agreement. In part of the agreement, any unused funds from NMDOT would be reimbursed and the City's unused funds to be transferred to the Streets Dept. For the project to be closed the official invoice must be paid. The invoice issued from NMDOT was \$64,927.33.

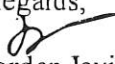
*The agreement was placed in the contract with signed approval in 2023.
This step allows us to move forward with completing and closing the cooperative contract.

NMDOT LRGF L100526

Total Cost \$ 64,927.33

Please, review the attached documents and approve the requested procurement. Thank you.

Regards,


Jordan Javier
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/ Tabled: _____

Notes: _____ PO # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 02/26/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93951	New Mexico Department of Transportation	Reimbursement of NMDOT Funds	Traci Alvarez	Community Development	\$ 64,927.33	Reimbursement
		SEE ATTACHED: Invoice & Supporting Documents				
					\$ 64,927.33	

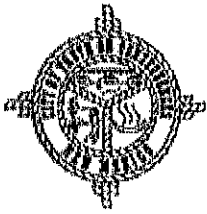
ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Rolf Hechler, Major

Date _____



REQUISITION

Requisition #: 93951

Date: 02/13/2025

Vendor #: 8765

ISSUED TO: NEW MEXICO DEPARTMENT OF TRAN
PO BOX 1149
SANTA FE, NM 87504-1149

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 UNDERRUN TO REIMBURSE NMDOT FROI		0.00 216-7023-43550	64,927.33
PO Description: REIMBURSEMENT NMDOT LGRF				
Detailed Description: NMDOT LGRF L100526 REIMBURSEMENT OF GRANT FUNDS COMMU DEV				

Authorized By: _____

SUBTOTAL:	64,927.33
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	64,927.33



INVOICE

Invoice No:
Invoice Date:

0000102077
1/31/25

Bill To:

Customer No:
Page:
Payment Terms:
Due Date:

DOT3995
1 of 1
Immediate
2/14/2025

City of Truth or Consequences
505 Sims Street
Truth or Consequences NM 87901
United States

Remit To:

AMOUNT DUE:

64,927.33 USD

NM Department of Transportation
PO Box 1149, Room 130
Santa Fe, NM 87504-1149

Amount Remitted

For billing questions, please call 505/827-6880

Line	Description	Quantity	UOM	Unit Amt	Original
					Net Amount
1	Underrun to reimburse NMDOT from L100526	1.00	EA	64,927.33	64,927.33

Subtotal:

64,927.33

AMOUNT DUE:

64,927.33 USD

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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P: 575-894-6673 ♦ F: 575-894-7767
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Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Angie Gonzales
City Manager

December 31, 2024

Gil Gallosa
NM DOT
District One
2912 East Pine Street
Deming, NM 88030

RE: **2023** Cooperative Agreement
Contract No. **D19304**
Control No. **L100526**

Dear Gil:

This letter is to inform you that **the City of Truth or Consequences** for the FY **2023** was paid **\$235,227** for Project **L100526**. This total is 75% of the total cost of the project, which was **\$227,066.22**. **The City of Truth or Consequences'** portion of 25% was **\$56,766.55**. The agreement signed by **the City of Truth or Consequences and the New Mexico Department of Transportation** was for **\$313,636**. Therefore, there should be a total of **\$64,927.33** remaining on this agreement. **The City of Truth or Consequences** releases **\$64,927.33** back to the New Mexico Department of Transportation, thereby completing Contract No. **D19304/Control No. L100526**

Should you require further information or have any questions, do not hesitate to contact our office.

Sincerely,

Traci Alvarez
Assistant City Manager

