

*Rolf Hechler
Mayor*



*Destiny Mitchell
Commissioner*

*Amanda Forrister
Mayor Pro-Tem*

*Ingo Hoepfner
Commissioner*

*Merry Jo Fahl
Commissioner*

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

*Gary Whitehead
City Manager*

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, AUGUST 27, 2025; TO START AT 4:00 P.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. COMMISSION COMMENTS

6. STAFF COMMENTS

C. CONSENT CALENDAR

1. Take Home Vehicle Form: Electric Department
2. Purchase report of items between \$20,000 and \$60,000

D. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 11 25/26 Authorizing City Staff to Submit an Application to Water Trust Board for Design & Construction Services for the Wastewater System Improvements Project. Assistant City Manager Alvarez
2. Discussion/Action: Resolution No. 12 25/26 Budget Adjustment Request. Jocelyn Holguin, Finance Director

E. NEW BUSINESS

1. Discussion/Action: E-911 GIS and GPS Address Database Compliance in Collaboration with Sierra County. Assistant City Manager Alvarez
2. Discussion/Action: P & Z Board recommendation of approval for a Variance Request pertaining to proposed Love's Travel Stops and Country Stores Sign Application Permit. Assistant City Manager Alvarez

E. NEW BUSINESS Continued...

3. Discussion/Update: Loves Utility Improvements discussion. City Manager Whitehead
4. Discussion/Action: P & Z Board recommendation of approval for Special Use Permit Renewal at 3500-3700 E. 3rd for the purpose of a Kennel Permit. Assistant City Manager Alvarez
5. Discussion/Action: Consider the P & Z Board recommendation of approval for a Conditional Use Permit for 412 Coleman St. – Shipping Container - Contingent on Relocation of the Container to the rear yard. Assistant City Manager Alvarez
6. Discussion/Action: Consider the P & Z Board recommendation of approval for a Special Use Permit and Variance Request for 506 Gray St. – RV Park. Assistant City Manager Alvarez
7. Discussion/Action: School Resource Officer Service Agreement. Chief Tavizon
8. Discussion/Action: Consent to working with “My dog is my copilot”. Tara Manning, Animal Shelter Supervisor
9. Discussion/Update: Emergency Response Report. City Manager Whitehead
10. Discussion/Action: 30-day Amendment for Seasonal Program Casual Employee Position. City Manager Whitehead
11. Discussion/Action: \$30,000 Lodgers Tax Facility Improvements for the Skate Park. City Manager Whitehead
12. Discussion/Action: Re-appointment of Victoria Harrington to the Lodgers Tax Advisory Board. City Clerk Torres
13. Discussion/Update: NMDOT Project CN1102340 - Road Diet Modification and enhancements to T or C downtown. Andreas Linnan, NMDOT-D1Engineer

F. ADJOURNMENT

The meeting will be streamed through YouTube Live at <http://www.youtube.com/@CityofTorC>.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the City Clerk's Office, at 505 Sims Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6673 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.

NEXT REGULAR CITY COMMISSION MEETING SEPTEMBER 10, 2025 AT 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: C.1

SUBJECT: Take Home Vehicle Form: Electric Department

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 27, 2025

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is for Joshua Breuer in the Electric Department. His commute is 6.2 miles.

Recommendation:

Approve take home vehicle form.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-27-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: C.2

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

DEPARTMENT: Finance

DATE SUBMITTED: August 22, 2025

SUBMITTED BY: Jocelyn Holguin, Finance Director

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

C. CONSENT CALENDAR

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$20,000. 00).

Recommendation:

Items \$60,000 and over were Commission approved prior to issuing a purchase order. Dated from July 16, 2025 through Current.

Attachments:

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

Fiscal Impact (Finance): N/A

Yes, see attached:

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 08/27/2025

**OPEN PURCHASE ORDERS FROM JULY 16, 2025 – PRESENT-MANAGER APPROVED: \$20,000- AND OVER CITY
MANAGER COMMISSION REPORT- CITY COMMISSION MEETING DATE: 8/27/2025 ITEM: C.2 CONSENT CALENDAR**

8/20/2025	82392	Community Develop	PLUMA LLC	9115	2,650,017.10	FOCH ST RENOVATION PR
8/20/2025	82391	Solid Waste	WASTEQUIP MANUFACTURI	8820	37,976.00	RESTOCK DUMPSTERS & T
8/20/2025	82390	Solid Waste	LONESTAR FREIGHTLINER	8677	290,460.00	2026 FREIGHTLINER REFU
8/15/2025	82374	Fire Dept	MUNICIPAL EMERGENCY S	7719	20,791.00	FIELD SUPPLIES
8/15/2025	82373	City Manager	KATHRYN ELLIOTT DBA CIVI	8986	20,000.00	GOVERNMENT RELATIONS
8/15/2025	82372	Community Services	HIGHLAND ENTERPRISES I	9311	250,229.17	RALPH EDWARDS PARK B
8/6/2025	82313	Lodgers Tax	COOPERATIVE EDUCATION	7379	172,806.39	T OR C DISPLAY BOARDS-L
8/6/2025	82310	Fire Dept	ADVANCED COMMUNICATI	3158	30,471.68	TRUCK MONITORS, RADIO
8/4/2025	82289	Utility Office	POSTMASTER	0187	40,000.00	UTILITY OFFICE OPEN PO F
8/1/2025	82277	Community Develop	WILSON & COMPANY INC E	7982	48,531.31	PERSHING ST/2ND ST REC
7/23/2025	82240	Street Dept	SUNBELT RENTAL INC	8158	34,528.73	SUNBELT RENTAL
7/22/2025	82239	Police Dept	SIERRA COUNTY TREASUR	0214	40,000.00	HOLDING OF PRISONERS F
7/22/2025	82224	Electric Dept	WESTERN UNITED ELECTRI	7498	21,178.36	ELECTRIC INVENTORY SUP
7/18/2025	82237	Fire Dept	MUNICIPAL EMERGENCY S	7719	47,180.00	SCBA's AND CYLINDERS
7/18/2025	82199	Finance	NEW MEXICO FINANCE AUT	4840	665,435.00	NMFA LOAN PAYMENTS FY
7/16/2025	82236	City Manager	JAIME F RUBIN LLC	0226	65,000.00	OPEN PO FOR LEGAL SER
7/16/2025	82186	Finance	VILLAGE OF WILLIAMSBUR	0404	36,000.00	FRANCHISE TAX FY 2025-2
7/16/2025	82185	Solid Waste	CITY OF LAS CRUCES	2146	740,000.00	WASTE DISPOSAL FOR SC
7/16/2025	82184	Finance	TYLER TECHNOLOGIES INC	8694	84,588.12	ANNUAL SUBSCRIPTION FE

Reviewed by City Finance Director/CPO On: 8/22/25  Accepted by Commission: _____

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82184**Date:** 07/16/2025**Requisition #:** 94611**Vendor #:** 8694**ISSUED TO:** TYLER TECHNOLOGIES INC
P O BOX 203556
DALLAS, TX 75320-3556**SHIP TO:** City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		FINANCE DEPT ANNUAL FEES FY25/26	101-1004-43815		0.00	12,084.01
2	0		POLICE DEPT ANNUAL FEES FY25/26	101-1007-43815		0.00	12,084.01
3	0		ELECTRIC DEPT ANNUAL FEES FY25/26	503-3702-43815		0.00	12,084.01
4	0		WATER DEPT ANNUAL FEES FY25/26	504-3803-43815		0.00	12,084.01
5	0		SANITATION DEPT ANNUAL FEES FY25/26	505-3904-43815		0.00	12,084.01
6	0		WASTE WATER DEPT ANNUAL FEES FY25/26	506-4005-43815		0.00	12,084.01
7	0		UTILITY OFFICE ANNUAL FEES FY25/26	502-3601-43815		0.00	12,084.06
FINANCIAL SOFTWARE SERVICES FY 25/26 OPEN PO							
COMMISSION APPROVED: 6/25/2025							
FINANCE							

SUBTOTAL:	84,588.12
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	84,588.12

Chief Purchasing Office

Date:

7/20/25

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



Truth or Consequences



APPROVED

M. Ortiz

Purchase Order Change Register

Change Details

POPKT06482 - PO 82184

Purchase Order 82184	Purchase Order Description ANNUAL SUBSCRIPTION FEES FY 25	Vendor 8694 - TYLER TECHNOLOGIES INC	Ship To Code FINANCE	Attention To	Delivery Date 7/30/2025	Amount 84,588.12	Shipping 0.00	Tax 0.00	Discount 0.00	Total Amount 84,588.12
Change Description: CHANGE AMOUNTS		Changed By: CARLOS MIYAGISHIMA		Change Date: 7/22/2025		PO Issue Date: 7/16/2025		Void PO:		
Change Reason: CHANGE AMOUNTS		Amount Voided: 0.00								

Changed Item

Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
ELECTRIC DEPT ANNUAL FEES FY25	Amount	Finance			0.00	0.00	12,084.01	0.00	0.00	0.00	12,084.01
What Changed	Changed From					Changed To					
Amount:	13,282.55					12,084.01					

Old Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount	New Distributions Account	Project Account Key	Separate Sales Tax	Percent	Amount
503-3702-43815			100.00%	13,282.55	503-3702-43815			100.00%	12,084.01

Changed Item

Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
FINANCE DEPT ANNUAL FEES FY25	Amount	Finance			0.00	0.00	12,084.01	0.00	0.00	0.00	12,084.01
What Changed	Changed From					Changed To					
Amount:	40,827.88					12,084.01					

Old Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount	New Distributions Account	Project Account Key	Separate Sales Tax	Percent	Amount
101-1004-43815			100.00%	40,827.88	101-1004-43815			100.00%	12,084.01

Changed Item

Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
POLICE DEPT ANNUAL FEES FY25/2	Amount	Finance			0.00	0.00	12,084.01	0.00	0.00	0.00	12,084.01
What Changed	Changed From					Changed To					
Amount:	1,766.16					12,084.01					

Old Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount	New Distributions Account	Project Account Key	Separate Sales Tax	Percent	Amount
101-1007-43815			100.00%	1,766.16	101-1007-43815			100.00%	12,084.01

Changed Item

Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
SANITATION DEPT ANNUAL FEES F	Amount	Finance			0.00	0.00	12,084.01	0.00	0.00	0.00	12,084.01
What Changed	Changed From					Changed To					

Purchase Order Change Register

POPKT06482 - PO 82184

Amount: 5,659.29 12,084.01

Old Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount
505-3904-43815			100.00%	5,659.29

New Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount
505-3904-43815			100.00%	12,084.01

Changed Item

Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
UTILITY OFFICE ANNUAL FEES FY25	Amount	Finance			0.00	0.00	12,084.06	0.00	0.00	0.00	12,084.06
What Changed	Changed From				Changed To						
Amount:	9,192.58				12,084.06						

Old Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount
502-3601-43815			100.00%	9,192.58

New Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount
502-3601-43815			100.00%	12,084.06

Changed Item

Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
WASTE WATER DEPT ANNUAL FEES	Amount	Finance			0.00	0.00	12,084.01	0.00	0.00	0.00	12,084.01
What Changed	Changed From				Changed To						
Amount:	5,659.29				12,084.01						

Old Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount
506-4005-43815			100.00%	5,659.29

New Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount
506-4005-43815			100.00%	12,084.01

Changed Item

Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
WATER DEPT ANNUAL FEES FY25/2	Amount	Finance			0.00	0.00	12,084.01	0.00	0.00	0.00	12,084.01
What Changed	Changed From				Changed To						
Amount:	8,200.37				12,084.01						

Old Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount
504-3803-43815			100.00%	8,200.37

New Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount
504-3803-43815			100.00%	12,084.01

Account Summary

Account	Changed From	Changed To	Voided	Difference
101-1004-43815	40,827.88	12,084.01	0.00	-28,743.87
101-1007-43815	1,766.16	12,084.01	0.00	10,317.85
502-3601-43815	9,192.58	12,084.06	0.00	2,891.48
503-3702-43815	13,282.55	12,084.01	0.00	-1,198.54
504-3803-43815	8,200.37	12,084.01	0.00	3,883.64
505-3904-43815	5,659.29	12,084.01	0.00	6,424.72
506-4005-43815	5,659.29	12,084.01	0.00	6,424.72
Packet Totals:	84,588.12	84,588.12	0.00	0.00

Fund Summary

Fund	Changed From	Changed To	Voided	Difference
101	42,594.04	24,168.02	0.00	-18,426.02
502	9,192.58	12,084.06	0.00	2,891.48
503	13,282.55	12,084.01	0.00	-1,198.54
504	8,200.37	12,084.01	0.00	3,883.64
505	5,659.29	12,084.01	0.00	6,424.72
506	5,659.29	12,084.01	0.00	6,424.72
Packet Totals:	84,588.12	84,588.12	0.00	0.00

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82184**Date:** 07/16/2025**Requisition #:** 94611**Vendor #:** 8694

ISSUED TO: TYLER TECHNOLOGIES INC
P O BOX 203556
DALLAS, TX 75320-3556

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		FINANCE DEPT ANNUAL FEES FY25/26	101-1004-43815	All Departments	0.00	40,827.88
2	0		POLICE DEPT ANNUAL FEES FY25/26	101-1007-43815	\$ 12,094.40	0.00	1,766.16
3	0		ELECTRIC DEPT ANNUAL FEES FY25/26	503-3702-43815	EACH	0.00	13,282.55
4	0		WATER DEPT ANNUAL FEES FY25/26	504-3803-43815		0.00	8,200.37
5	0		SANITATION DEPT ANNUAL FEES FY25/26	505-3904-43815	(\$ 72,560.40)	0.00	5,659.29
6	0		WASTE WATER DEPT ANNUAL FEES FY25/26	506-4005-43815		0.00	5,659.29
7	0		UTILITY OFFICE ANNUAL FEES FY25/26	502-3601-43815	\$ 12,027.72	0.00	9,192.58
FINANCIAL SOFTWARE SERVICES FY 25/26 OPEN PO							
COMMISSION APPROVED: 6/25/2025							
FINANCE							

12,226.88

Total \$ 84,588.12
Includes Tyler U
& HET

Change Order Request

HA

7/18/2025

84,594.12
84,588.12

SUBTOTAL:	84,588.12
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	84,588.12

Chief Purchasing Office _____ **Date:** _____**Director of Finance:** Requisition approved electronically.**City Manager:** Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82184**Date:** 07/16/2025**Requisition #:** 94611**Vendor #:** 8694**ISSUED TO:** TYLER TECHNOLOGIES INC
P O BOX 203556
DALLAS, TX 75320-3556**SHIP TO:** City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		FINANCE DEPT ANNUAL FEES FY25/26	101-1004-43815		0.00	40,827.88
2	0		POLICE DEPT ANNUAL FEES FY25/26	101-1007-43815		0.00	1,766.16
3	0		ELECTRIC DEPT ANNUAL FEES FY25/26	503-3702-43815		0.00	13,282.55
4	0		WATER DEPT ANNUAL FEES FY25/26	504-3803-43815		0.00	8,200.37
5	0		SANITATION DEPT ANNUAL FEES FY25/26	505-3904-43815		0.00	5,659.29
6	0		WASTE WATER DEPT ANNUAL FEES FY25/26	506-4005-43815		0.00	5,659.29
7	0		UTILITY OFFICE ANNUAL FEES FY25/26	502-3601-43815		0.00	9,192.58

FINANCIAL SOFTWARE SERVICES FY 25/26 OPEN PO
COMMISSION APPROVED: 6/25/2025
FINANCE

*Change Order
Required
New balances for equal distributions
All departments utilize
the Tyler System*

SUBTOTAL:	84,588.12
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	84,588.12

Chief Purchasing Office

Date:

7/16/25

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 94611

Date: 07/01/2025

Vendor #: 8694

ISSUED TO: TYLER TECHNOLOGIES INC
P O BOX 203556
DALLAS, TX 75320-3556

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 FINANCE DEPT ANNUAL FEES FY25/26		0.00 101-1004-43815	40,827.88
2	0 POLICE DEPT ANNUAL FEES FY25/26		0.00 101-1007-43815	1,766.16
3	0 ELECTRIC DEPT ANNUAL FEES FY25/26		0.00 503-3702-43815	13,282.55
4	0 WATER DEPT ANNUAL FEES FY25/26		0.00 504-3803-43815	8,200.37
5	0 SANITATION DEPT ANNUAL FEES FY25/2		0.00 505-3904-43815	5,659.29
6	0 WASTE WATER DEPT ANNUAL FEES FY25		0.00 506-4005-43815	5,659.29
7	0 UTILITY OFFICE ANNUAL FEES FY25/26		0.00 502-3601-43815	9,192.58

PO Description: ANNUAL SUBSCRIPTION FEES FY 25/26

Detailed Description:

FINANCIAL SOFTWARE SERVICES FY 25/26 OPEN PO
COMMISSION APPROVED: 6/25/2025
GL'S REQUIRE CORRECTIONS
PLEASE HOLD UNTIL FURTHER NOTICE-JH

Authorized By: _____

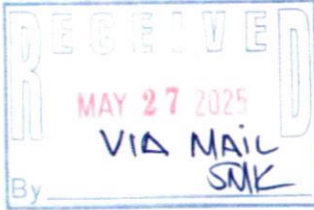
SUBTOTAL:	84,588.12
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	84,588.12



Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Reg # 94611
Invoice

Invoice No	Date	Page
025-510663	06/01/2025	1 of 2



Questions:
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To CITY OF TRUTH OR CONSEQUENCES
505 SIMS
TRUTH OR CONSEQUENCES, NM 87901

Ship To CITY OF TRUTH OR CONSEQUENCES
505 SIMS
TRUTH OR CONSEQUENCES, NM 87901

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49101 - MAIN - MAIN	208954		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Truth or Cons.				
25/Jul/2022	PCI Service Fee (Per Device) Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	3	180.00	540.00
23/May/2022	ERP Pro Financials Annual Fees Core Financials - Subscription Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$42,163.64
23/May/2022	Output Director - Subscription Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
23/May/2022	Employee Access Pro Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
23/May/2022	Employee Access Pro Time & Attendance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
23/May/2022	Human Resources Management (Includes Position Budgeting) - Subscription Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
23/May/2022	Purchasing - Subscription Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
23/May/2022	Fixed Assets - Subscription Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
24/Nov/2015	ERP Pro Utilities Annual Fees Utility Access Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$30,060.55
21/Apr/2020	Meter Data Sync with Scheduler - Subscription Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
21/Apr/2020	Additional Handheld Meter-Reader Interface - Subscription Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
23/May/2022	Utility Billing Water/Gas - Subscription Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
23/May/2022	Cashiering - Subscription Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
23/May/2022	Tyler University Tyler U Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$5,287.14



Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-510663	06/01/2025	2 of 2



Questions:
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To CITY OF TRUTH OR CONSEQUENCES
505 SIMS
TRUTH OR CONSEQUENCES, NM 87901

Ship To CITY OF TRUTH OR CONSEQUENCES
505 SIMS
TRUTH OR CONSEQUENCES, NM 87901

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49101 - MAIN - MAIN	208954		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
---------------	-------------	-------	------	----------------

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 78,051.33

Sales Tax \$6,536.79

Invoice Total 84,588.12



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-510663	06/01/2025	1 of 2

VIA EMAIL
5/29/25

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: CITY OF TRUTH OR CONSEQUENCES
505 SIMS
TRUTH OR CONSEQUENCES, NM 87901

Ship To: CITY OF TRUTH OR CONSEQUENCES
505 SIMS
TRUTH OR CONSEQUENCES, NM 87901

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49101 - MAIN - MAIN	208954		USD	NET30	07/01/2025

Date	Description	Units	Rate	Extended Price
Contract No.: Truth or Cons.				
	Utility Access	1	960.00	960.00
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Meter Data Sync with Scheduler - Subscription	1	7,034.14	7,034.14
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Additional Handheld Meter-Reader Interface - Subscription	1	2,344.71	2,344.71
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Tyler U	1	5,287.14	5,287.14
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Core Financials - Subscription	1	14,961.29	14,961.29
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Output Director - Subscription	1	2,720.24	2,720.24
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Employee Access Pro	1	0.00	0.00
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Employee Access Pro Time & Attendance	1	6,120.53	6,120.53
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Utility Billing Water/Gas - Subscription	1	17,001.46	17,001.46
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Human Resources Management (Includes Position Budgeting) - Subscription	1	11,560.99	11,560.99
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Purchasing - Subscription	1	4,760.41	4,760.41
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Fixed Assets - Subscription	1	2,040.18	2,040.18
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	Cashiering - Subscription	1	2,720.24	2,720.24
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			
	PCI Service Fee (Per Device)	3	180.00	540.00
	Maintenance Start: 01/Jul/2025, End: 30/Jun/2026			



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-510663	06/01/2025	2 of 2

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF TRUTH OR CONSEQUENCES
505 SIMS
TRUTH OR CONSEQUENCES, NM 87901

Ship To: CITY OF TRUTH OR CONSEQUENCES
505 SIMS
TRUTH OR CONSEQUENCES, NM 87901

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49101 - MAIN - MAIN			USD	NET30	07/01/2025

Date	Description	Units	Rate	Extended Price
------	-------------	-------	------	----------------

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	78,051.33
Sales Tax	\$6,536.79
Invoice Total	84,588.12

OPEN PURCHASE REQUISITION APPROVAL

2025-26 Fiscal Year

COMMISSION MEETING 06/25/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	Verizon-All Departments	Cellular/Desk Top Services	Silke Kapela	Accounts Payable	\$ 78,377.00	General Services Administrations
B.	TDS-All Departments	Internet Services	Silke Kapela	Accounts Payable	\$ 78,728.00	Service Contract-On Going
C.	Tyler Technologies- All Departments	Financial System Services	Silke Kapela	Accounts Payable	\$ 84,589.00	Service Contract-On Going
D.	New Mexico Finance Authority	City Loan Payments	Kerin Salcedo	Accounting Specialist	\$ 869,556.00	Loan Repayments
E.	Sierr Vista Hostial	Hospital GRT	Kerin Salcedo	Accounting Specialist	\$ 500,000.00	Per Ordinance Loan
F.	Capital One	Transfer Station Loan	Kerin Salcedo	Accounting Specialist	\$ 114,345.00	Repayments Contract
G.	Airport Contract	Chad Rosacker	Kerin Salcedo	Accounting Specialist	\$ 245,000.00	Services
NOTE: ON-GOING SERVICES WITH PRIOR COMMISSION APPROVALS						
COMBINED TOTAL					\$ 1,970,595.00	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date

TYLER TECHNOLOGIES ANNUAL FEES FY25/26

Sequence	Commodity Code	Item Description	Vendor	Billed Amount	Due Date	Account	Account Name
1	Amount	FINANCE DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 40,827.88	07/01/2025	101-1004-43815	SOFTWARE LIC/SOFTWARE UPDATE
2	Amount	POLICE DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 1,766.16	07/01/2025	101-1007-43815	SOFTWARE
3	Amount	ELECTRIC DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 13,282.55	07/01/2025	503-3702-43815	SOFTWARE LIC/SOFTWARE UPDATE
4	Amount	WATER DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 8,200.37	07/01/2025	504-3803-43815	SOFTWARE LIC/SOFTWARE UPDATE
5	Amount	SANITATION DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 5,659.29	07/01/2025	505-3904-43815	SOFTWARE LIC/SOFTWARE UPDATE
6	Amount	WASTE WATER DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 5,659.29	07/01/2025	506-4005-43815	SOFTWARE LIC/SOFTWARE UPDATE
7	Amount	UTILITY OFFICE ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 9,192.58	07/01/2025	502-3601-43815	SOFTWARE LIC/SOFTWARE UPDATE

\$ 84,588.12

VERIZON ESTIMATED ANNUAL FY 25/26

Sequence	Description	Amount	Remaining Total	11 Month Invoiced Amount	Est Annual FY25	Est Annual FY26
1	CITY CLERK OPEN PO FY24/25	\$ 3,550.00	\$ 573.05	\$ 2,976.95	\$ 3,247.58	\$ 3,474.91
2	CITY MANAGER OPEN PO FY24/25	\$ 3,200.00	\$ 396.33	\$ 2,803.67	\$ 3,058.55	\$ 3,272.65
3	FINANCE OPEN PO FY24/25	\$ 3,200.00	\$ 422.06	\$ 2,777.94	\$ 3,030.48	\$ 3,242.61
4	ANIMAL SHELTER OPEN PO FY24/25	\$ 1,400.00	\$ 182.86	\$ 1,217.14	\$ 1,327.79	\$ 1,420.73
5	POLICE DEPT OPEN PO FY24/25	\$ 27,350.00	\$ 6,096.48	\$ 21,253.52	\$ 23,185.66	\$ 24,808.65
6	ANIMAL CONTROL OPEN PO FY24/25	\$ 3,000.00	\$ 205.71	\$ 2,794.29	\$ 3,048.32	\$ 3,261.70
7	PARKS DEPT OPEN PO FY24/25	\$ 1,850.00	\$ 294.61	\$ 1,555.39	\$ 1,696.79	\$ 1,815.56
8	COMMUNITY DEVELOPEMENT OPEN PO FY24/25	\$ 1,000.00	\$ 338.22	\$ 661.78	\$ 721.94	\$ 772.48
9	STREETS DEPT OPEN PO FY24/25	\$ 2,000.00	\$ 273.98	\$ 1,726.02	\$ 1,882.93	\$ 2,014.74
10	FLEET DEPT OPEN PO FY24/25	\$ 1,980.00	\$ 310.34	\$ 1,669.66	\$ 1,821.45	\$ 1,948.95
11	FACILITIES DEPT OPEN PO FY24/25	\$ 1,650.00	\$ 346.10	\$ 1,303.90	\$ 1,422.44	\$ 1,522.01
12	FIRE DEPT OPEN PO FY24/25	\$ 6,150.00	\$ 538.56	\$ 5,611.44	\$ 6,121.57	\$ 6,550.08
13	LIBRARY OPEN PO FY24/25	\$ 2,060.00	\$ 198.10	\$ 1,861.90	\$ 2,031.16	\$ 2,173.35
14	POOL OPEN PO FY24/25	\$ 1,400.00	\$ 252.02	\$ 1,147.98	\$ 1,252.34	\$ 1,340.01
15	UTILITY BILLING OPEN PO FY24/25	\$ 2,450.00	\$ 324.91	\$ 2,125.09	\$ 2,318.28	\$ 2,480.56
16	ELECTRIC DEPT OPEN PO FY24/25	\$ 2,995.00	\$ 257.25	\$ 2,737.75	\$ 2,986.64	\$ 3,195.70
17	WATER DEPT OPEN PO FY24/25	\$ 3,500.00	\$ 310.92	\$ 3,189.08	\$ 3,479.00	\$ 3,722.53
18	SANITATION OPEN PO FY24/25	\$ 2,200.00	\$ 415.23	\$ 1,784.77	\$ 1,947.02	\$ 2,083.31
19	WASTE WATER DEPT OPEN PO FY24/25	\$ 5,150.00	\$ 662.91	\$ 4,487.09	\$ 4,895.01	\$ 5,237.66
20	GOLF COURSE OPEN PO FY24/25	\$ 1,050.00	\$ 213.65	\$ 836.35	\$ 912.38	\$ 976.25
21	AIRPORT OPEN PO FY24/25	\$ 1,600.00	\$ 232.85	\$ 1,367.15	\$ 1,491.44	\$ 1,595.84
NEW 22	PUBLIC INFO OFFICER OPEN PO FY24/25	\$ 250.00	\$ 135.83	\$ 114.17	\$ 230.00	\$ 1,465.94
		\$78,985.00	\$12,981.97	\$66,003.03	\$ 72,108.76	\$ 78,376.21

TDS ESTIMATED ANNUAL FY 25/26

Sequence	Description	Amount	Remaining Total	11 Month Invoiced Amount	Est Annual FY25	Estimated Annual FY26
1	GENERAL OPEN PO FY24/25	\$ 50,400.00	\$ 6,869.23	\$ 43,530.77	\$ 47,488.11	\$ 50,812.28
2	ELECTRIC DEPT OPEN PO FY24/25	\$ 5,485.00	\$ 701.98	\$ 4,783.02	\$ 5,217.84	\$ 5,583.09
3	WATER DEPT OPEN PO FY24/25	\$ 5,485.00	\$ 701.98	\$ 4,783.02	\$ 5,217.84	\$ 5,583.09
4	SANITATION OPEN PO FY24/25	\$ 5,485.00	\$ 701.98	\$ 4,783.02	\$ 5,217.84	\$ 5,583.09
5	WASTE WATER OPEN PO FY24/25	\$ 5,485.00	\$ 701.98	\$ 4,783.02	\$ 5,217.84	\$ 5,583.09
6	GOLF COURSE OPEN PO FY24/25	\$ 5,485.00	\$ 701.98	\$ 4,783.02	\$ 5,217.84	\$ 5,583.09
		\$77,825.00	\$10,379.13	\$67,445.87	\$ 73,577.31	\$ 78,727.72

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 Hoepfner
Commissioner

Gary Whitehead
City Manager

June 19, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: \$60,000 & OVER ON-GOING SERVICES FY 25/26 OPEN PO LIST

The City Finance Department, along with guidance from Gary Whitehead, Manager, have compiled a list of continued services for the new fiscal year exceeding the \$60,000 dollar threshold and require City Commission approval.

The list provided is services the City requires for day-to-day functions such as phone and internet. They are a combination of all the departments, and the combined cost exceeds the \$60,000 dollar threshold. Included are a list of the loan payments, SVH Ordnance and the Airport contract. These approvals will allow Accounts Payable to request the Open Purchase Order Drawdowns for payments.

This is part (1) of several requests for the new fiscal year. We are pending the insurance cost and the possibility of other items from the departments as the new fiscal year commences.

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

Regards,

Jocelyn Holguin
Finance Director

Commission Approved: Yes ☒ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: 6/25/25

Notes: Supporting Doc's PO # Multiple



CITY OF TRUTH OR CONSEQUENCES

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER

PO Number: 82224

Date: 07/22/2025

Requisition #: 94905

Vendor #: 7498

ISSUED TO: WESTERN UNITED ELECTRIC
SUPPLY CORPORATION
100 BROMLEY BUSINESS PKWY
BRIGHTON, CO 80603

SHIP TO: ELECTRIC
404 E Joffre
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	19,344		2/0 ACSR	503-3702-44607		0.42	8,124.48
2	12	1SBM18CL	STANDOFF BRACKET	503-3702-44607		57.51	690.12
3	25	GH5	5/8 GUY ATTACHMENT BOLT	503-3702-44607		11.24	281.00
4	24	LU70	70W HPS LAMP	503-3702-44607		12.76	306.24
5	100	7790B-SSS	PHOTOCELL105/305V	503-3702-44607		9.17	917.00
6	90	8814	MACHINE BOLT 5/8X14	503-3702-44607		4.17	375.30
7	100	8812	MACHINE BOLT 5/8X12	503-3702-44607		3.36	336.00
8	100	6502	OVALEYE NUT 5/8 BOLT	503-3702-44607		4.96	496.00
9	400	J1075	SQUARE WASHER 2-1/4X3/16	503-3702-44607		0.98	392.00
10	10	MB-4	BRACKET MOUNTING	503-3702-44607		31.77	317.70
11	10	SC0010	STEM CONNECTOR 1/0	503-3702-44607		22.81	228.10
12	12	STK-4	STRAP CONDUIT 4 KIT HARDWARE	503-3702-44607		16.83	201.96
13	10	P125A060U	CANTILEVER BRACKET	503-3702-44607		161.43	1,614.30
14	6	5641	15KV TERM #2-2/0	503-3702-44607		70.44	422.64
15	30	IMC400	IMC CONDUIT 4" 10'	503-3702-44607		24.87	746.10
16	12	2137097324	10KV ARRESTER	503-3702-44607		85.76	1,029.12
17	12	CP710112PB	CUTOUT 15KV	503-3702-44607		172.59	2,071.08
18	1,200		4 SOLID BARE COPPER	503-3702-44607		1.04	1,248.00
ELECTRIC INVENTORY SUPPLIES							
19	0		SHIPPING	503-3702-44607		0.00	1,381.22
ELECTRIC							

Note: Post & Shipping included. *[Signature]*

8-19-25

Chief Purchasing Office

Date:

8/19/25

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	21,178.36
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	21,178.36

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



Truth or Consequences

Purchase Order Change Register

Change Details

POPKT06584 - PO 82224

Purchase Order <u>82224</u>	Purchase Order Description ELECTRIC INVENTORY SUPPLIES Change Description: INCREASE Change Reason: INCREASE	Vendor <u>7498 - WESTERN UNITED ELECT...</u>	Ship To Code ELECTRIC DEPT	Attention To Changed By: CARLOS MIYAGISHIMA	Delivery Date 8/5/2025 Change Date: 8/18/2025	Amount 21,178.36	Shipping 0.00	Tax 0.00	Discount 0.00	Total Amount 21,178.36
						PO Issue Date: 7/22/2025	Void PO:			
						Amount Voided: 0.00				

Purchase Order Changes

What Changed	Changed From	Changed To
Amount:	19,512.14	21,178.36

Changed Item

Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
2/O ACSR	Units	Electric Dept			19,344.00	0.42	8,124.48	0.00	0.00	0.00	8,124.48
What Changed	Changed From				Changed To						
Amount:	7,539.48				8,124.48						
Price:	0.39				0.42						
Units:	19,332.00				19,344.00						

Old Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount	New Distributions	Project Account Key	Separate Sales Tax	Percent	Amount
<u>503-3702-44607</u>			100.00%	7,539.48	<u>503-3702-44607</u>			100.00%	8,124.48

Changed Item

Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
SHIPPING	Amount	Electric Dept			0.00	0.00	1,381.22	0.00	0.00	0.00	1,381.22
What Changed	Changed From				Changed To						
Amount:	300.00				1,381.22						

Old Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount	New Distributions	Project Account Key	Separate Sales Tax	Percent	Amount
<u>503-3702-44607</u>			100.00%	300.00	<u>503-3702-44607</u>			100.00%	1,381.22

APPROVED
8/19/25
SIGNATURE / DATE

Account Summary

Account	Changed From	Changed To	Voided	Difference
503-3702-44607	19,512.14	21,178.36	0.00	1,666.22
Packet Totals:	19,512.14	21,178.36	0.00	1,666.22

Fund Summary

Fund	Changed From	Changed To	Voided	Difference
503	19,512.14	21,178.36	0.00	1,666.22
Packet Totals:	19,512.14	21,178.36	0.00	1,666.22



City of Truth or Consequences

Finance Department | 505 Sims Street
Truth or Consequences, New Mexico 87901
Phone (575) 894-6673 Fax (575) 894-0363

CHANGE ORDER FORM

DATE: 8/14/2025

PO#: 82224

VENDOR: WESTERN UNITED ELECTRIC

PO GL (LINE ITEMS) & AMOUNT(S) BEING INCREASED:

Please, provide supporting documentation.

INCREASE LINE ITEM 1 BY: \$585.00, new price per unit should be \$0.42/ & units should increase by 12 for a new total of 19,344 units

INCREASE LINE ITEM 19 BY: \$1,081.22

PO TOTAL BEFORE INCREASE: \$ 19,512.14

PO TOTAL AFTER INCREASE \$ 21,178.36

JUSTIFICATION FOR INCREASE/DECREASE:

INCREASE/DECREASE DUE TO: See attached memo.

CHANGE ORDER SUBMITTED BY NAME & DIVISION:

Department Name: **ELECTRIC**

To: City of Truth or Consequences, Finance

Please, note: Items to be decrease/closed, or fall under the \$20,000 mark; requests may be submitted via email to the CPO and/or Accounts Payable for adjustments.

PURCHASING DEPARTMENT USE ONLY

Date Approved: Click here to enter a date.

Approved by: Click here to enter text.

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82224**Date:** 07/22/2025**Requisition #:** 94905**Vendor #:** 7498**ISSUED TO:** WESTERN UNITED ELECTRIC
SUPPLY CORPORATION
100 BROMLEY BUSINESS PKWY
BRIGHTON, CO 80603**SHIP TO:** ELECTRIC
404 E Joffre
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	19,332		2/0 ACSR	503-3702-44607		0.39	7,539.48
2	12	1SBM18CL	STANDOFF BRACKET	503-3702-44607		57.51	690.12
3	25	GH5	5/8 GUY ATTACHMENT BOLT	503-3702-44607		11.24	281.00
4	24	LU70	70W HPS LAMP	503-3702-44607		12.76	306.24
5	100	7790B-SSS	PHOTOCELL105/305V	503-3702-44607		9.17	917.00
6	90	8814	MACHINE BOLT 5/8X14	503-3702-44607		4.17	375.30
7	100	8812	MACHINE BOLT 5/8X12	503-3702-44607		3.36	336.00
8	100	6502	OVALEYE NUT 5/8 BOLT	503-3702-44607		4.96	496.00
9	400	J1075	SQUARE WASHER 2-1/4X3/16	503-3702-44607		0.98	392.00
10	10	MB-4	BRACKET MOUNTING	503-3702-44607		31.77	317.70
11	10	SC0010	STEM CONNECTOR 1/0	503-3702-44607		22.81	228.10
12	12	STK-4	STRAP CONDUIT 4 KIT HARDWARE	503-3702-44607		16.83	201.96
13	10	P125A060U	CANTILEVER BRACKET	503-3702-44607		161.43	1,614.30
14	6	5641	15KV TERM #2-2/0	503-3702-44607		70.44	422.64
15	30	IMC400	IMC CONDUIT 4" 10'	503-3702-44607		24.87	746.10
16	12	2137097324	10KV ARRESTER	503-3702-44607		85.76	1,029.12
17	12	CP710112PB	CUTOUT 15KV	503-3702-44607		172.59	2,071.08
18	1,200		4 SOLID BARE COPPER	503-3702-44607		1.04	1,248.00
			ELECTRIC INVENTORY SUPPLIES				
19	0		SHIPPING	503-3702-44607		0.00	300.00
			ELECTRIC				

SUBTOTAL: 19,512.14**TOTAL TAX:** 0.00**SHIPPING:** 0.00**TOTAL** 19,512.14**Chief Purchasing Office** JJA**Date:** 7/22/25**Director of Finance:** Requisition approved electronically.**City Manager:** Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 94905

Date: 07/22/2025

Vendor #: 7498

ISSUED TO: WESTERN UNITED ELECTRIC
SUPPLY CORPORATION
100 BROMLEY BUSINESS PKWY
BRIGHTON, CO 80603

SHIP TO: ELECTRIC
404 E Joffre
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	19,332 2/0 ACSR		0.39 503-3702-44607	7,539.48
2	12 STANDOFF BRACKET		57.51 503-3702-44607	690.12
3	25 5/8 GUY ATTACHMENT BOLT		11.24 503-3702-44607	281.00
4	24 70W HPS LAMP		12.76 503-3702-44607	306.24
5	100 PHOTOCELL105/305V		9.17 503-3702-44607	917.00
6	90 MACHINE BOLT 5/8X14		4.17 503-3702-44607	375.30
7	100 MACHINE BOLT 5/8X12		3.36 503-3702-44607	336.00
8	100 OVALEYE NUT 5/8 BOLT		4.96 503-3702-44607	496.00
9	400 SQUARE WASHER 2-1/4X3/16		0.98 503-3702-44607	392.00
10	10 BRACKET MOUNTING		31.77 503-3702-44607	317.70
11	10 STEM CONNECTOR 1/0		22.81 503-3702-44607	228.10
12	12 STRAP CONDUIT 4 KIT HARDWARE		16.83 503-3702-44607	201.96
13	10 CANTILEVER BRACKET		161.43 503-3702-44607	1,614.30
14	6 15KV TERM #2-2/0		70.44 503-3702-44607	422.64
15	30 IMC CONDUIT 4" 10'		24.87 503-3702-44607	746.10
16	12 10KV ARRESTER		85.76 503-3702-44607	1,029.12
17	12 CUTOFF 15KV		172.59 503-3702-44607	2,071.08
18	1,200 4 SOLID BARE COPPER		1.04 503-3702-44607	1,248.00
19	0 SHIPPING		0.00 503-3702-44607	300.00

PO Description: ELECTRIC INVENTORY SUPPLIES

Detailed Description:

ELECTRIC INVENTORY SUPPLIES

SUBTOTAL:	19,512.14
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	19,512.14

Authorized By: _____

QUOTATION

Western United Electric Supply Corp

7311 La Morada Pl NW
Albuquerque, NM 87120
US
505-346-9572



Order Number	
2112962	
Order Date	Page
07/21/2025 09:43:07	1 of 2

Quote Expires On: 07/28/2025

Pricing and lead times are subject to change at time of shipment due to market volatility and potential tariff impacts.

Bill To:

City of Truth or Consequences
505 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901
US

Ship To:

City of Truth or Consequences
505 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901
US

575-894-6675

Attn: INVOICES .

Requested By: Bo Easley

Customer ID: 10250

PO Number					Ship Route	Taker		
Quote 7-21-25					NORTE	ESISNEROS		
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
19,332.00	0.00	19,332.00	EA		QUAIL 6/1 2/0 ACSR	EA	0.390000	7,539.48
				1.0	4833 FT REEL	1.0		
					1-2 weeks			
					PLUS FREIGHT			
12.00	0.00	12.00	EA		1SBM18CL	EA	57.510000	690.12
				1.0	Bracket Standoff 18 Clover	1.0		
					2-3 weeks			
25.00	0.00	25.00	EA		GH5	EA	11.240000	281.00
				1.0	Attachment Guy 5/8 Bolt W/Lag Hole	1.0		
24.00	0.00	24.00	EA		LU70	EA	12.760000	306.24
				1.0	70W HPS Lamp, MOG base, S62, ED23.5 Clea	1.0		
100.00	0.00	100.00	EA		7790B-SSS	EA	9.170000	917.00
				1.0	Photocell/ 105-305V	1.0		
90.00	0.00	90.00	EA		8814	EA	4.170000	375.30
				1.0	Bolt Machine 5/8 X 14	1.0		
100.00	0.00	100.00	EA		8812	EA	3.360000	336.00
				1.0	Bolt Machine 5/8 X 12	1.0		
100.00	0.00	100.00	EA		6502	EA	4.960000	496.00
				1.0	Nut Ovaley For 5/8 Bolt	1.0		
400.00	0.00	400.00	EA		J1075	EA	0.980000	392.00
				1.0	Washer Sq 2-1/4 X 3/16 with 11/16 Hole	1.0		
10.00	0.00	10.00	EA		MB-4	EA	31.770000	317.70
				1.0	Bkt Mounting	1.0		

QUOTATION

Western United Electric Supply Corp

7311 La Morada Pl NW
Albuquerque, NM 87120
US
505-346-9572



Order Number	
2112962	
Order Date	Page
07/21/2025 09:43:07	2 of 2

Quote Expires On: 07/28/2025

Pricing and lead times are subject to change at time of shipment due to market volatility and potential tariff impacts.

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		
					2-3 weeks			
10.00	0.00	10.00	EA		SC0010	EA	22.810000	228.10
			1.0		Conn Stem 1/0 up to 35kv	1.0		
12.00	0.00	12.00	EA		STK-4	EA	16.830000	201.96
			1.0		Strap Conduit 4 Kit W/Hardware	1.0		
					2-4 weeks			
10.00	0.00	10.00	EA		P125A060U 1-1/4 X 6 FT ALUM.	EA	161.430000	1,614.30
			1.0		CANTILEVER BRACKET WITH UNDER BRACE	1.0		
					3-5 weeks			
6.00	0.00	6.00	EA		5641	EA	70.440000	422.64
			1.0		Term 15kv #2-2/0 QT-II	1.0		
					2-3 weeks			
30.00	0.00	30.00	FT		IMC400	FT	24.870000	746.10
			1.0		Conduit IMC 4" 10'	1.0		
12.00	0.00	12.00	EA		2137097324	EA	85.760000	1,029.12
			1.0		Arrester 10Kv 8.4MCOV HD	1.0		
12.00	0.00	12.00	EA		CP710112PB	EA	172.590000	2,071.08
			1.0		Cutout, Std 15Kv 110Bil 100A	1.0		
					2-4 weeks			
1,200.00	0.00	1,200.00	FT		4 SD BARE CU SOLID 200FT	FT	1.040000	1,248.00
			1.0		4 Sd Bare Cu Solid 200' Spl BSOS4Dp	1.0		

Total Lines: 18

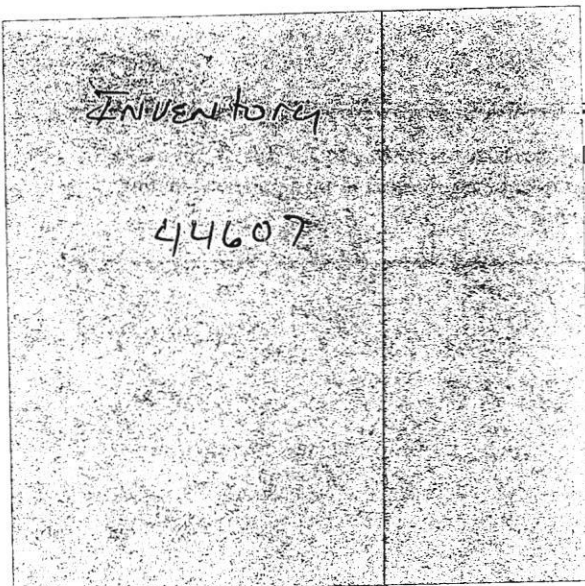
SUB-TOTAL: 19,212.14

TAX: 0.00

AMOUNT DUE: 19,212.14

U.S. Dollars

delivery fee of \$0.29 on all deliveries by motor vehicle to a location in Colorado
property subject to state sales or use tax. The fee will be assessed at the time of
shipment and included on your invoice.





CITY OF TRUTH OR CONSEQUENCES

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER

PO Number: 82373

Date: 08/15/2025

Requisition #: 95071

Vendor #: 8986

ISSUED TO: CIVILITY GOVERNMENT RELATIONS
1421 N MAIN ST
CLOVIS, NM 88101-

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		GOVERNMENT RELATIONS LOBBYING FOR CITY OF T OR C CONTRACT APPROVED AT COMMISSION ON 7/23/2025	101-1000-43598		0.00	20,000.00

SUBTOTAL:	20,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	20,000.00

Chief Purchasing Office

Date:

8/15/25

Director of Finance: Requisition approved electronically.

City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 95071

Date: 08/11/2025

Vendor #: 8986

ISSUED TO: KATHRYN ELLIOTT DBA CIVILITY GO
1421 N MAIN ST
CLOVIS, NM 88101-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 GOVERNMENT RELATIONS		0.00 101-1000-43598	20,000.00
PO Description: GOVERNMENT RELATIONS Detailed Description: LOBBYING FOR CITY OF T OR C CONTRACT APPROVED AT COMMISSION ON 7/23/2025 CONTRACT EXPIRES JUNE 30, 2026				

Authorized By: _____

SUBTOTAL:	20,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	20,000.00



Government Relations Contract

This contract is hereby made and entered into by the City of Truth or Consequences (hereinafter T or C) and Civility Government Relations (hereinafter Civility) on this 26th day of June, 2025.

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

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

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

Scope of Work:

1. Represent T or C's interests from July 1, 2025 – June 30, 2026 including the regular session of the 2026 NM State Legislature, any special sessions and applicable Interim Committees.
2. Design and implement a campaign directed towards key state legislators, administration leadership and staff on important issues facing T or C.
3. Build key relationships with our area legislators and state officials.
4. Design and implement an aggressive funding request campaign to acquire funding appropriations as approved by T or C for substantial infrastructure improvements including landfill, water and wastewater roads updates and economic development initiatives.
5. Represent T or C at public hearings, committee meetings and/or meetings with government officials; present and defend T or C's proposed projects, scopes of work, and budgets.
6. Regularly consult with T or C manager and/or mayor. Any action directed by the T or C manager or mayor shall be deemed authorized by T or C, pursuant to this contract.

Terms:

1. Effective dates: July 1, 2025 – June 30, 2026. All parties must sign below for the contract to be in effect. At the mutual agreement of the parties, this contract may be extended beyond the termination date.
2. T or C commissioners may change their designee at any time.
3. This contract can be terminated with the following provisions: The City of Truth or Consequences may with or without cause, terminate this contract.
4. T or C has the right to terminate this contract due to any action from Civility where the town determines in their sole discretion that actions publicly discredit the town. Notice of termination must be in writing and can either be emailed or mailed via certified mail to 1421 N Main St. Clovis NM 88101.
5. Civility may also terminate this contract if the T or C defaults on non-payment or non-disclosure of information. As above, Civility will be required to send written notice of their desire to terminate the contract by either electronic email or the post office. Cancellation date will be noted in the termination letter. The contract will be prorated for work done until that point.

Compensation:

T or C agrees to pay Civility \$1500 per month plus Curry County NM gross receipts tax (\$18,000 plus GRT).

Monthly installments are due by the 20th of each month beginning July 1, 2025.

Civility will be reimbursed for any necessary expenses which are approved in advance by the T or C manager which may include travel and hotel expenses, not to exceed \$2000 annually.

Travel and hotel expenses shall only be authorized when such travel is for sole benefit of Truth or Consequences.

4. Disclaimer

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

Subcontracting: Civility shall not subcontract any portion of the services to be performed under this contract, without the prior written approval of T or C.

Assignment: Civility shall not assign or transfer any interest in the contract, or assign any claims for money due, or to become due, under this contract without the prior written approval of the city.

Conflict of Interest: Civility warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.

Non-discrimination: Civility agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

Entire contract: This contract represents the entire agreement of the parties and supersedes all prior oral or written agreements or understandings between the parties concerning the subject matter of this contract.

Amendment: This contract shall not be altered, changed, modified or amended, unless executed by both parties.

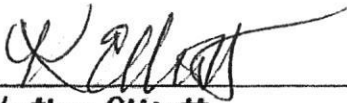
Applicable law: This contract shall be governed by the Laws of the State of New Mexico and the ordinances, resolutions, rules and regulations. The venue for any dispute arising from this contract shall be the District Court located in Union County.

Attorney's fees: Should either party to this contract be obligated to seek enforcement of the terms of this contract through a court of law, the breaching party as determined by any judge or special master shall be responsible for all court costs and reasonable attorney's fees incurred by the non-breaching party as a result of the breach of this agreement.

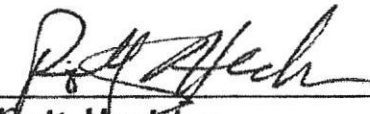
Acknowledgments: Civility acknowledges that it is aware of the Procurement code, Sections 13-1-28 through 13-1-199, NMSA (1978), as amended, imposes civil and criminal penalties for its violation. Civility also agrees to comply with the requirements and guidelines of the New Mexico Lobbyist Registration Act. In addition, Civility acknowledges that it is aware that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Work products: All work and work products produced under this contract shall be and remain the exclusive property of T or C, and Civility. No one can use, sell, disclose or otherwise make available to anyone (individual, corporation or organization) any work and work product produced under the contract, other than to Clayton.

The below parties agree to the above contract and provisions:



Kathy Elliott
Civility representative



Rolf Hechler
T or C representative

Date: July 24, 2025

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82374**Date:** 08/15/2025**Requisition #:** 95074**Vendor #:** 7719**ISSUED TO:** MUNICIPAL EMERGENCY SERVICES
PO BOX 851792
MINNEAPOLIS, MN 55485-1792**SHIP TO:** City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		FIELD SUPPLIES	209-1603-44607		0.00	20,791.00
			FIRE DEPT				

SUBTOTAL:	20,791.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	20,791.00

Chief Purchasing Office

Date: 8/15/25

Director of Finance: Requisition approved electronically.City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 95074

Date: 08/11/2025

Vendor #: 7719

ISSUED TO: MUNICIPAL EMERGENCY SERVICES
PO BOX 851792
MINNEAPOLIS, MN 55485-1792

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 FIELD SUPPLIES		0.00 209-1603-44607	20,791.00
PO Description: FIELD SUPPLIES Detailed Description: AXE FLATHEAD, MOUNTING KIT, FLEXLITE, SWIVEL ROCKER LUG, VLV BALL, NOZZELES SEE ATT QUOTE CONTRACT #020124 FIRE DEPT *CAPITAL ITEM SCOURCE WELL Account #73145				

Authorized By: _____

SUBTOTAL:	20,791.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	20,791.00



Solicitation Number: #020124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers ~~cooperative procurement solutions to government entities~~. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Equipment and Rescue Tools with Related Supplies and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires April 4, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

MES - Sourcewell Proposal 020124

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OFF PUBLISHED PRICE OR AS NOTED
Thermal Imaging	Thermal Imaging Cameras	SEEK	5% Off Current Price Sheet
Flashlights	Flashlights	Streamlight	25% Off Current Price Sheet
	Flashlights	Fox Fury	11% Off Current Price Sheet
	Flashlights	Pelican	8% Off Current Price Sheet
	Flashlights	Kohler Brightstar	4% Off Current Price Sheet
Fans	Fans	Eramco	19% Off Current Price Sheet
	Fans	SuperVac	9% Off Current Price Sheet
	Fans	Tempest	19% Off Current Price Sheet
	Bat Fans etc.	Leader North America	19% Off Current Price Sheet
	Saws etc.	Tempest	19% Off Current Price Sheet
	Saws etc.	SuperVac	9% Off Current Price Sheet
Eye Protection	Eye Protection	5.11 Tactical	26% Off MAP of Current Price Sheet
	Eye Protection	Ess Eye Wear	25% Off Current Price Sheet
	Eye Protection	3m Peltor	17% Off Current Price Sheet
	Trauma Kits	Combat Medical	8% Off Current Price Sheet
Tools	Tools	Council Tool	25% Off Current Price Sheet
	Tools	Flamefighter	20% Off Current Price Sheet
	Tools	Nupla	25% Off Current Price Sheet
	Tools	Leatherhead	25% Off Current Price Sheet
	Tools	Ajax	5% Off Current Price Sheet
Rescue Tools, Force Entry, Cutters	Rescue Tools	Genesis	9% Off Current Price Sheet
	Rescue Tools	Hurst Edraulics	13% Off Current Price Sheet
	Rescue Tools	Hurst StrongArm	5% Off Current Price Sheet
	Rescue Tools	Hurst/Vetter	13% Off Current Price Sheet
	Rescue Tools & Parts	Makita	1% Off Current Price Sheet
Gas Detection	Handheld, Kits	Honeywell	5% Off Current Price Sheet
Maintenance, Service & Testing	Rescue Tool Annual Test & Maintenance as needed	MES Certified Tech	Net Sheet
	Cribbing & Other Rescue	Turtle Plastics	5% Off Current Price Sheet
	Cribbing & Other Rescue	Plastics Plus	5% Off Current Price Sheet
Search & Rescue Equipment	Rescue	CMC	5% Off Current Price Sheet
	Rescue	Firehooks	5% Off Current Price Sheet
	Harness	Gemtor	14% Off Current Price Sheet
	Detection	Industrial Scientific	6% Off Current Price Sheet
	Rescue	Junkin	4% Off Current Price Sheet
	Rescue	Lakeland	9% Off Current Price Sheet
	Rescue	Mustang Survival	15% Off Current Price Sheet
	Detection Testing	OHD	4% Off Current Price Sheet
	Rescue	Petzel	9% Off Current Price Sheet
	Rescue	PGI	14% Off Current Price Sheet

MES - Sourcewell Proposal 020124

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OFF PUBLISHED PRICE OR AS NOTED
	Rescue	PMI (Pigeon Mountain)	4% Off Current Price Sheet
	Rescue	PIP	4% Off Current Price Sheet
	Rescue	Team Wendy	5% Off Current Price Sheet
	Rescue	Avon	5% Off Current Price Sheet
	Rescue	Rescue 42	4% Off Current Price Sheet
	Rescue	RIT	15% Off Current Price Sheet
	Detection	Scott Gas Detection	4% Off Current Price Sheet
	Rescue	Yates	4% Off Current Price Sheet
	Rescue	Sam Carbls Altco Lite	35% Off Current Price Sheet
	Rescue	Fire-Com	4% Off Current Price Sheet
	Rescue	Bridgehill Blankets	8% Off Current Price Sheet
Hazardous Material (Hazardous Equipment)	Hazmat Gear	Avon Protection	15% Off Current Price Sheet
	Hazmat Suits	DuPont	14% Off Current Price Sheet
	Hazmat Gear	FSI North America	9% Off Current Price Sheet
	Hazmat Gear	Kappler	1% Off Current Price Sheet
Fire Extinguishers	Extinguishers	Amerex	24% Off Current Price Sheet
Firefighting Foam	Foam	National Foam	3% Off Current Price Sheet
	Foam	Johnson Chemguard	4% Off Current Price Sheet
	Foam	Johnson Ansul	19% Off Current Price Sheet
	Foam	Intelagard	7% Off Current Price Sheet
	Foam	BioEx	5% Off Current Price Sheet
Badges & Accessories	Badges & Accessories	Blackington	15% Off Current Price Sheet
Protective Item	Protective Item	Diamond Hero Wipes	9% Off Current Price Sheet
Accessories	Accessories	Hammerhead	5% Off Current Price Sheet
Firefighting (Municipal) Hoses	Hose Only	Kochek	24% Off Current Price Sheet
	Hose	Matex	24% Off Current Price Sheet
	Brass	Akron	19% Off Current Price Sheet
	Brass	Action Coupling	24% Off Current Price Sheet
	Brass	Elkhart	25% Off Current Price Sheet
Firefighting (Municipal) Hoses	Brass	Harrington	34% Off Current Price Sheet
	Brass Other Than Hose	Kochek	25% Off Current Price Sheet
	Brass	Sterling	14% Off Current Price Sheet
	Brass	S&H	Catalog which is roughly 20% Off
	Brackets	Zlamatic	10% Off Current Price Sheet

MES - Sourcewell Proposal 020124

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
CAF Systems	Compressed Air	Ecocaf	3% Off Current Price Sheet
Containment	Containers (Industrial, steel, plastic)	Husky	5% Off Current Price Sheet
Fire Pumps	Fire Pumps	CET Pumps	9% Off Current Price Sheet
Accessories	Nozzles	TFT	20% Off Current MSRP
	Lockers, Racks, Shelving	Groves Ready Racks	2% Off Current MSRP Washers & Dryers
			5% Off Current MSRP Lockers
	Brackets	SCBAS	9% Off Current MSRP
	Accessories	Kappler	1% Off Current MSRP
	Brackets	Zyco	15% Off Current MSRP



Quote

(877) 637-3473

Quote # QT1966485
Date 08/07/2025
Expires 08/22/2025
Sales Rep Legendre, Michael
PO # Truck equipment
Shipping Method FedEx Ground
Customer CITY OF TRUTH OR CONSEQUENCES (NM)
Customer # C60016

Bill To

Accounts Payable
CITY OF TRUTH OR CONSEQUENCES
505 Sims Street
Truth or Consequences NM 87901
United States

Ship To

Chief Paul Tooley
CITY OF TRUTH OR CONSEQUENCES
505 Sims St.
Truth or Consequences NM 87901
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
FA-6			AXE FLATHEAD 6LB W/FIBERGLASSHANDLE	4	\$70.00	\$280.00
PB-30			PRO-BAR 30 inch	4	\$280.00	\$1,120.00
K5032-B			HALLIGAN TOOL MOUNTING KIT COLOR: BLACK	4	\$110.00	\$440.00
2P601-10-A52			6 X 10 FLEXLITE NH LH Lightweight suction hose with NH long handle female and NH rocker lug male. 6" x 10'.	2	\$625.00	\$1,250.00
SKE525R-P18-P09			SKE-R 30° ELBOW SWIVEL ROCKER LUG 2.5" FEMALE TO 5" STORZ	4	\$275.00	\$1,100.00
79820008			VLV BALL INTAKE 5 STZ W/CAP X 6 NH LH Akron Revolution Intake with swiveling elbow.	1	\$2,255.00	\$2,255.00
HP45NH5ST			INLET:4 1/2" NH OUTLET:5" Storz	5	\$1,165.00	\$5,825.00
BC-24			BOLT CUTTERS 24 INCH	4	\$89.00	\$356.00
BCB			Bolt cutter bracket	4	\$125.00	\$500.00
ELKHART Nozzles	0034XD0F-010101 0700		0034XD0F-0101010700 ELKHART Nozzles XD Playpipe Shutoff Part Number: 0034XD0F-0101010700 Waterway: 1 3/8" Outlet: 1.5" MNH Inlet: 2.5" FNH Ladder Hook: NO Bale Insert: LUMINESCENT Custom Laser Etch: NO	4	\$1,165.00	\$4,660.00
02551007			ST-190-XD 1.5 FNH 1 & 1-1/8 & 1-1/4" bore Triple Stack Elk-O-Lite	4	\$480.00	\$1,920.00



QT1966485



(877) 637-3473

Quote #
Date

Quote
QT1966485
08/07/2025

Subtotal	\$19,706.00
Shipping Cost	\$1,085.00
Tax Total	\$0.00
Total	\$20,791.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1966485



CITY OF TRUTH OR CONSEQUENCES

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER

PO Number: 82186

Date: 07/16/2025

Requisition #: 94780

Vendor #: 0404

ISSUED TO: VILLAGE OF WILLIAMSBURG
PO BOX 150
WILLIAMSBURG, NM 87942

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		FRANCHISE TAX FY 2025 -2026 - ELECTRIC	503-3702-45796		0.00	20,000.00
2	0		FRACHISE TAX FY 2024-2025 - WATER	504-3803-45796		0.00	6,000.00
3	0		FRACHISE TAX FY 2024-2025 - SANITATION	505-3904-45796		0.00	10,000.00
FINANCE							

SUBTOTAL:	36,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	36,000.00

Chief Purchasing Office

Date:

7/16/25

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 94780

Date: 07/09/2025

Vendor #: 0404

ISSUED TO: VILLAGE OF WILLIAMSBURG
PO BOX 150
WILLIAMSBURG, NM 87942

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 FRANCHISE TAX FY 2025 -2026 - ELECTF		0.00 503-3702-45796	20,000.00
2	0 FRACHISE TAX FY 2024-2025 - WATER		0.00 504-3803-45796	6,000.00
3	0 FRACHISE TAX FY 2024-2025 - SANITAT		0.00 505-3904-45796	10,000.00

PO Description: FRANCHISE TAX FY 2025-2026 OPEN PO

Detailed Description:

FRANCHISE TAX FY 2024 - 2025
OPEN PO
*REQUIRES MANAGER APPROVAL- JH
FINANCE

Authorized By: _____

SUBTOTAL:	36,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	36,000.00

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82237**Date:** 07/18/2025**Requisition #:** 94880**Vendor #:** 7719**ISSUED TO:** MUNICIPAL EMERGENCY SERVICES
PO BOX 851792
MINNEAPOLIS, MN 55485-1792**SHIP TO:** City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	4	X8814025305304	SCBA'S 2 PER BOX	209-1603-44615		8,735.00	34,940.00
2	8	804722-01	CYLINDERS	209-1603-44615		1,530.00	12,240.00
QUOTE FOR FIRE BREATHING EQUIPMENT SOURCE WELL CONTRACT #020124 CM APPROVED SEE ATT FIRE							

Chief Purchasing Office

Date:

7/24/25

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	47,180.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	47,180.00

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 94880

Date: 07/18/2025

Vendor #: 7719

ISSUED TO: MUNICIPAL EMERGENCY SERVICES
PO BOX 851792
MINNEAPOLIS, MN 55485-1792

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	4 SCBA'S 2 PER BOX		8,735.00 209-1603-44615	34,940.00
2	8 CYLINDERS		1,530.00 209-1603-44615	12,240.00

PO Description: SCBA's AND CYLINDERS

Detailed Description:

QUOTE FOR FIRE
BREATHING EQUIPMENT
SOURCE WELL CONTRACT 020124
CM APPROVED
SEE ATT
FIRE

Authorized By: 

SUBTOTAL:	47,180.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	47,180.00

Reg #94880



(877) 637-3473

Quote

Quote # QT1921471
Date 07/10/2025
Expires 07/24/2025
Sales Rep Legendre, Michael
PO # Scott
Shipping Method FedEx Ground
Customer CITY OF TRUTH OR CONSEQUENCES (NM)
Customer # C60016

Bill To

Accounts Payable
 CITY OF TRUTH OR CONSEQUENCES
 505 Sims Street
 Truth or Consequences NM 87901
 United States

Ship To

Chief Paul Tooley
 CITY OF TRUTH OR CONSEQUENCES
 505 Sims St.
 Truth or Consequences NM 87901
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8814025305304			Air-Pak X3 Pro SCBA (2018 Edition) with CGA, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	4	\$8,735.00	\$34,940.00
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	8	\$1,530.00	\$12,240.00

Subtotal \$47,180.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$47,180.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1921471



Solicitation Number: #020124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Equipment and Rescue Tools with Related Supplies and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires April 4, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$1,000,000 per claim or event

\$1,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

020124-MES

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

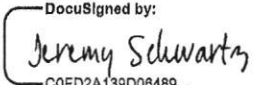
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

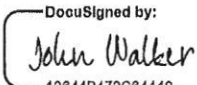
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Municipal Emergency Services, Inc.

DocuSigned by:

By: C0FD2A139D08489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/8/2024 | 3:26 PM CDT

DocuSigned by:

By: 10844B472C84440...
John Walker
Title: CFO
Date: 4/8/2024 | 9:23 AM CDT

MES - Sourcewell Proposal 020124

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OFF PUBLISHED PRICE OR AS NOTED
Thermal Imaging	Thermal Imaging Cameras	SEEK	5% Off Current Price Sheet
Flashlights	Flashlights	Streamlight	25% Off Current Price Sheet
	Flashlights	Fox Fury	11% Off Current Price Sheet
	Flashlights	Pelican	8% Off Current Price Sheet
	Flashlights	Kohler Brightstar	4% Off Current Price Sheet
Fans	Fans	Eramco	19% Off Current Price Sheet
	Fans	SuperVac	9% Off Current Price Sheet
	Fans	Tempest	19% Off Current Price Sheet
	Bat Fans etc.	Leader North America	19% Off Current Price Sheet
	Saws etc.	Tempest	19% Off Current Price Sheet
	Saws etc.	SuperVac	9% Off Current Price Sheet
Eye Protection	Eye Protection	5.11 Tactical	26% Off MAP of Current Price Sheet
	Eye Protection	Ess Eye Wear	25% Off Current Price Sheet
	Eye Protection	3m Peltor	17% Off Current Price Sheet
	Trauma Kits	Combat Medical	8% Off Current Price Sheet
Tools	Tools	Council Tool	25% Off Current Price Sheet
	Tools	Flamefighter	20% Off Current Price Sheet
	Tools	Nupla	25% Off Current Price Sheet
	Tools	Leatherhead	25% Off Current Price Sheet
	Tools	Ajax	5% Off Current Price Sheet
Rescue Tools, Force Entry, Cutters	Rescue Tools	Genesis	9% Off Current Price Sheet
	Rescue Tools	Hurst Edraulics	13% Off Current Price Sheet
	Rescue Tools	Hurst StrongArm	5% Off Current Price Sheet
	Rescue Tools	Hurst/Vetter	13% Off Current Price Sheet
	Rescue Tools & Parts	Makita	1% Off Current Price Sheet
Gas Detection	Handheld, Kits	Honeywell	5% Off Current Price Sheet
Maintenance, Service & Testing	Rescue Tool Annual Test & Maintenance as needed	MES Certified Tech	Net Sheet
	Cribbing & Other Rescue	Turtle Plastics	5% Off Current Price Sheet
	Cribbing & Other Rescue	Plastics Plus	5% Off Current Price Sheet
Search & Rescue Equipment	Rescue	CMC	5% Off Current Price Sheet
	Rescue	Firehooks	5% Off Current Price Sheet
	Harness	Gemtor	14% Off Current Price Sheet
	Detection	Industrial Scientific	6% Off Current Price Sheet
	Rescue	Junkln	4% Off Current Price Sheet
	Rescue	Lakeland	9% Off Current Price Sheet
	Rescue	Mustang Survival	15% Off Current Price Sheet
	Detection Testing	OHD	4% Off Current Price Sheet
	Rescue	Petzel	9% Off Current Price Sheet
	Rescue	PGI	14% Off Current Price Sheet

MES - Sourcwell Proposal 020124

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OFF PUBLISHED PRICE OR AS NOTED
	Rescue	PMI (Pigeon Mountain)	4% Off Current Price Sheet
	Rescue	PIP	4% Off Current Price Sheet
	Rescue	Team Wendy	5% Off Current Price Sheet
	Rescue	Avon	5% Off Current Price Sheet
	Rescue	Rescue 42	4% Off Current Price Sheet
	Rescue	RIT	15% Off Current Price Sheet
	Detection	Scott Gas Detection	4% Off Current Price Sheet
	Rescue	Yates	4% Off Current Price Sheet
	Rescue	Sam Carbis Altco Lite	35% Off Current Price Sheet
	Rescue	Fire-Com	4% Off Current Price Sheet
	Rescue	Bridgehill Blankets	8% Off Current Price Sheet
Hazardous Material (Hazardous Equipment)			
	Hazmat Gear	Avon Protection	15% Off Current Price Sheet
	Hazmat Suits	DuPont	14% Off Current Price Sheet
	Hazmat Gear	FSI North America	9% Off Current Price Sheet
	Hazmat Gear	Kappler	1% Off Current Price Sheet
Fire Extinguishers	Extinguishers	Amerex	24% Off Current Price Sheet
Firefighting Foam	Foam	National Foam	3% Off Current Price Sheet
	Foam	Johnson Chemguard	4% Off Current Price Sheet
	Foam	Johnson Ansul	19% Off Current Price Sheet
	Foam	Intelagard	7% Off Current Price Sheet
	Foam	BloEx	5% Off Current Price Sheet
Badges & Accessories	Badges & Accessories	Blackington	15% Off Current Price Sheet
Protective Item	Protective Item	Diamond Hero Wipes	9% Off Current Price Sheet
Accessories	Accessories	Hammerhead	5% Off Current Price Sheet
Firefighting (Municipal) Hoses	Hose Only	Kochek	24% Off Current Price Sheet
	Hose	Matex	24% Off Current Price Sheet
	Brass	Akron	19% Off Current Price Sheet
	Brass	Action Coupling	24% Off Current Price Sheet
	Brass	Elkhart	25% Off Current Price Sheet
Firefighting (Municipal) Hoses	Brass	Harrington	34% Off Current Price Sheet
	Brass Other Than Hose	Kochek	25% Off Current Price Sheet
	Brass	Sterling	14% Off Current Price Sheet
	Brass	S&H	Catalog which is roughly 20% Off
	Brackets	Zlamatic	10% Off Current Price Sheet

MES - Sourcewell Proposal 020124

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
CAF Systems	Compressed Air	Ecocaf	3% Off Current Price Sheet
Containment	Containers (Industrial, steel, plastic)	Husky	5% Off Current Price Sheet
Fire Pumps	Fire Pumps	CET Pumps	9% Off Current Price Sheet
Accessories	Nozzles	TFT	20% Off Current MSRP
	Lockers, Racks, Shelving	Groves Ready Racks	2% Off Current MSRP Washers & Dryers
			5% Off Current MSRP Lockers
	Brackets	SCBAS	9% Off Current MSRP
	Accessories	Kappler	1% Off Current MSRP
	Brackets	Zyco	15% Off Current MSRP

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82239**Date:** 07/22/2025**Requisition #:** 94908**Vendor #:** 0214

ISSUED TO: SIERRA COUNTY TREASURER
1712 N. DATE SUITE D
TRUTH OR CONSEQUENCES, NM 87901-

SHIP TO: TCPD
507 McAdoo Street
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		HOLDING OF PRISONERS FY25-26 OPEN PO	201-1903-48710		0.00	40,000.00
	PD						

Chief Purchasing Office

Date:

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

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

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 94908

Date: 07/22/2025

Vendor #: 0214

ISSUED TO: SIERRA COUNTY TREASURER
1712 N. DATE SUITE D
TRUTH OR CONSEQUENCES, NM 879

SHIP TO: TCPD
507 McAdoo Street
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 HOLDING OF PRISONERS FY25-26 OPEN		0.00 201-1903-48710	40,000.00
PO Description: HOLDING OF PRISONERS FY25-26 OPEN PO Detailed Description: HOLDING OF PRISONERS FY25-26 OPEN PO PD				

Authorized By: _____

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

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82240**Date:** 07/23/2025**Requisition #:** 94914**Vendor #:** 8158**ISSUED TO:** SUNBELT RENTAL INC
P.O. BOX 409211
ATLANTA, GA 30384-**SHIP TO:** STREET
211 South Ash Street
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		SUNBELT RENTAL STREET SWEEPER	216-4503-43550		0.00	34,528.73
			STREET				

SUBTOTAL:	34,528.73
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	34,528.73

Chief Purchasing Office

Date:

7/24/25

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 94914

Date: 07/23/2025

Vendor #: 8158

ISSUED TO: SUNBELT RENTAL INC
P.O. BOX 409211
ATLANTA, GA 30384-

SHIP TO: STREET
211 South Ash Street
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 SUNBELT RENTAL STREET SWEEPER		0.00 216-4503-43550	34,528.73
PO Description: SUNBELT RENTAL Detailed Description: (1) 2.4 YARD STREET SWEEPER RENTAL FOR TWO MONTHS STREET				

Authorized By: _____

SUBTOTAL:	34,528.73
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	34,528.73

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Gary Whitehead
City Manager

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

PROCUREMENT MEMO

July 24, 2025

To Whom It May Concern:

RE: 13-1-125 SMALL PURCHASE SUNBELT

The City shall be utilizing the procurement code to procure the usage of a street sweeper for the Streets department. This is a leasing service the City would like to utilize on an annual basis and the vendor is selected based on their product and availability.

The request is for \$34,528.73 from the Sunbelt to provide the services. Based on these conditions a Small Purchase Determination has been issued in accordance with the procurement code.

Under 13-1-125 Small Purchases. A central purchasing office shall procure services, construction or items of tangible personal property having a value not exceeding sixty thousand dollars (\$60,000), excluding applicable state and local gross receipts taxes, in accordance with the applicable small purchase rules adopted by the secretary, a local public body or a central purchasing office that has the authority to issue rules.

Should there be any questions or concerns, please contact me directly. Thank you.

Best Regards,

A handwritten signature in black ink, appearing to read "Jocelyn Holguin".

Jocelyn Holguin
Finance Director/CPO
jholguin@torcnm.org
575.740.7323

CC: G. Whitehead, Manager, B. Smith, Streets Department



Date: 7/22/25

Time: 11:58

Email

SUNBELT RENTALS, INC.

Contract #.. 171861669

To: TRE DIAZ
TRE.DIAZ@SUNBELTRENTALS.COM

Company: SUNBELT RENTALS, PC1790

Message:

From: TRE DIAZ PC522

Location: EL PASO TX FLOORING SOLUTIONS

Phone: 505 415 7712

Fax #: 000 000 0000



PC#: 1790
12295 ROJAS DR STE C
EL PASO, TX 79928 5242
915-745-6986

SUNBELT RENTALS, INC.
Salesman: 179001 MARTINEZ, COSME (17)
Typed By: ADIAZ2

Job Site:

SUNBELT RENTALS, PC1790
12295 ROJAS DR STE C
EL PASO, TX 79928 5242

C#: 915-338-1686 J#: 915-338-1686

Customer: TX 1790

SUNBELT RENTALS, PC1790
12295 ROJAS DR SUITE C
EL PASO, TX 79928 5242

QUOTE



Contract #.. 171861669
Contract dt. 7/22/25
Date out.... 7/22/25 10:56 AM
Est return.. 9/16/25 10:56 AM
Job Loc..... SUNBELT RENTALS,;12295 ROJAS DR;
Job No.....
P.O. #..... T OR C
Ordered By.. CASH, CUSTOMER
NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	2.4CU YD STREET SWEEPER REGENE 1111250	1995.00	1995.00	5995.00	11500.00	23000.00
*** EQP MSG *** RPP DOES NOT APPLY TO ON ROAD RENTAL VEHICLES						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	680.000			680.00
1	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	448.500			448.50
1	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE	EA	345.000			345.00
1	TXDS2	EA	345.000			345.00
	TEXAS DIESEL SURCHARGE					
	RENTAL PROTECTION PLAN					3450.00
	DELIVERY CHARGE					2000.00
	PICKUP CHARGE					2000.00
	Sub-total:					31923.50
	Tax:					2605.23

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer initials)

Continued on the next page...



PC#: 1790
12295 ROJAS DR STE C
EL PASO, TX 79928 5242
915-745-6986

SUNBELT RENTALS, INC.
Salesman: 179001 MARTINEZ, COSME (17
Typed By: ADIAZ2

Job Site:

SUNBELT RENTALS, PC1790
12295 ROJAS DR STE C
EL PASO, TX 79928 5242

C#: 915-338-1686 J#: 915-338-1686

Customer: TX 1790

SUNBELT RENTALS, PC1790
12295 ROJAS DR SUITE C
EL PASO, TX 79928 5242

QUOTE



Contract #.. 171861669
Contract dt. 7/22/25
Date out.... 7/22/25 10:56 AM
Est return.. 9/16/25 10:56 AM
Job Loc..... SUNBELT RENTALS,;12295 ROJAS DR;
Job No.....
P.O. #..... T OR C
Ordered By.. CASH, CUSTOMER
NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

Total: 34528.73

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82277**Date:** 08/01/2025**Requisition #:** 94988**Vendor #:** 7982**ISSUED TO:** WILSON & COMPANY INC ENGINEER & ARCHITECTS
4401 MASTHEAD ST NE SUITE 150
ALBUQUERQUE, NM 87109-**SHIP TO:** City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		PERSHING ST/2ND ST RECONSTRUCTION DESIGN	340-7032-43550		0.00	13,864.31
	PROJECT						
2	0		MATCH	340-7032-45600		0.00	34,667.00

Chief Purchasing Office

Date: 8.1.25

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	48,531.31
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	48,531.31

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 94988

Date: 07/31/2025

Vendor #: 7982

ISSUED TO: WILSON & COMPANY INC ENGINEER
4401 MASTHEAD ST NE SUITE 150
ALBUQUERQUE, NM 87109-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 PERSHING ST/2ND ST RECONSTRUCTIOI		0.00 340-7032-43550	13,864.31
2	0 MATCH		0.00 340-7032-45600	34,667.00

PO Description: PERSHING ST/2ND ST RECONSTRUCTION DESIGN SERVICES

Detailed Description:

REPLACE PO#81260 PER FINANCE INCORRECT GL PROVIDED
PO COMMISSION APPROVAL 12-18-24
NMDOT MAP GRANT CN L100619 COMM. APPROVED 6-26-24
RFP 23-24-005 CONTRACT#2024-09-001
TASK ORDER #111124
SEE ATTACHED:
COMMUNITY DEVELOPMENT

Authorized By: 

SUBTOTAL:	48,531.31
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	48,531.31



Wilson & Company, Inc.,
Engineers & Architects
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109

APPROVED

PO 81260-R1

7/23/25

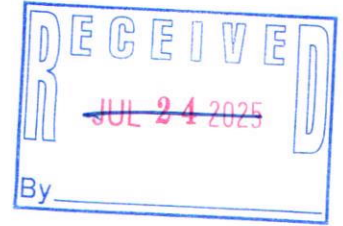
City of Truth or Consequences, New Mexico
505 Sims Street
Truth or Consequences, NM 87901

Invoice No: 138920

Date: 07/22/2025

Project No: 2400013702

Client Reference: TO#111124



ATTN: Traci Alvarez

Project 2400013702 T or C Pershing Street and 2nd Street

Professional Services from June 14, 2025 to July 11, 2025

Fee

Description	Budget	Percent Complete	Earned to Date	Previous Billings	Current Billing
TO #111124	128,321.11	80.00	102,656.89	83,408.77	19,248.12
Total Fee	128,321.11		102,656.89	83,408.77	19,248.12
Total Fee				19,248.12	

Taxes

Las Cruces TIDD - Dona Ana County NMGR	8.39 % of 19,248.12	1,614.92	
Total Taxes		1,614.92	1,614.92
Total this Invoice			\$20,863.04

Progress Report



To: Traci Alvarez, Assistant City Manager
From: Christie Soulsby PE, CFM / Wilson & Company, Inc. (WCI)
CC: James Blowers, EIT
Date: 7/21/2025
Re: Pershing and 2nd Street 2400013702

The following is a status report for Pershing Street and 2nd Avenue project for professional services performed by Wilson & Company (WCI) during the period of June 14, 2025, through July 11, 2025.

Contract Details: Signed Contract Date: 11/11/24
Signed Purchase Order: 12/19/24

Schedule:

75	% Work Complete
80	% Budget Expended

Summary:

The 60% plan set was submitted to the City of T or C and NMDOT on 6/6/2025. Environmental certification process has been completed with the receipt of the ISA (Initial Site Assessment) received 4/23/25, SHPO concurrence was received 5/29/25 and the LOE (Level of Effort) was received on 6/2/25 with a PCE (Programmatic Categorical Exclusion).

Work Completed Previously.

Work Completed this Period.

Work Planned for Next Period.

Work Breakdown:

General:

1. *Drainage Analysis*
 - a. *Hydrologic and Hydraulic Analysis - HEC-HMS model and Channel capacity has been completed to determine the flow for the low water crossing/crossing culvert*
2. **Utility Stakeholders – Utility coordination has been completed but coordination will occur throughout the project and construction.**
 - a. *Gas – Complete*
 - b. *Water – City of T or C - Complete*
 - c. *Wastewater– City of T or C - Complete*

- d. *Electric – City of T or C - Complete*
- e. *Telecommunications*
 - a. *TDS – Complete*
 - b. *Lumen – Complete*
 - c. *Windstream – Compete*
- 2. *Survey*
 - a. *Utility and existing features – Complete*
 - b. *Apparent Right of Way Determination – Complete*
- 3. *Traffic Analysis – Complete*
- 4. *Geotechnical Investigation – Complete*
 - a. *Field work is complete*
 - b. *Laboratory analysis is complete, received 5/8/2025*
- 5. Environmental Certifications
 - a. *ISA – Complete – 4/23/25*
 - b. *LOE – Complete- 6/2/25*
 - a. *SHPO Concurrence – 5/29/25*
- 6. *30% Plan Set Development – Complete, submitted 4/28/2025*
 - a. *No Comments Received*
- 7. *60% Plan Set Development - Complete, submitted 6/6/2025*
 - a. *No Comments Received*
 - b. *Meeting held with City of T or C on 6/26/25*
 - a. *Comments Received from Traci, Buster, and Brenden*
 - 1. *Relocation of Sidewalk*
 - 2. *Additional details for headwall*
 - 3. *Phase limits.*
- 8. 90% Plan Set Development – In Process – Anticipated submittal 8/1/25
 - a. Wilson & Company is working towards implementing comments from Client meeting
 - b. Section 1 – In Process
 - c. Section 2– In Process
 - d. Section 3 - In Process
 - e. Section 4– In Process
 - f. Section 6– In Process
 - g. Section 7– In Process
 - h. Section 10- In Process
 - i. Section 11– In Process

- j. Section 12- In Process
- k. Section 14- In Process

9. 100% Plan Set Development

Project Issues / Actions Required:

Plan modifications for 90%:

Wilson will provide detailed drawings and specifications/notes to assist the City with construction of the crossing-culvert, 45-degree bends and downstream headwall.

Wilson will identify phases so that the project can be built within budget.

Wilson will modify the proposed sidewalk location per City comments

Attachments:

- 1. None.

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82289**Date:** 08/04/2025**Requisition #:** 94811**Vendor #:** 0187

ISSUED TO: POSTMASTER
Attn: CMRS-PB
PO BOX 0566
CAROL STREAM, IL 60132-0566

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		UTILITY OFFICE POSTAGE OPEN PO FY 25/26 POSTAGE FOR ALL CITY DEPARTMENTS ***OPEN PO DRAWDOWN FY 25/26*** UTLITY	502-3601-43735		0.00	40,000.00

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

Chief Purchasing Office

Date:

8/4/25

Director of Finance: Requisition approved electronically.City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 94811

Date: 07/10/2025

Vendor #: 0187

ISSUED TO: POSTMASTER
Attn: CMRS-PB
PO BOX 0566
CAROL STREAM, IL 60132-0566

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 UTILITY OFFICE POSTAGE OPEN PO FY 2		0.00 502-3601-43735	40,000.00
PO Description: UTILITY OFFICE OPEN PO FY 25/26 POSTAGE Detailed Description: UTILITY ***OPEN PO DRAWDOWN FY 25/26*** DOUBLE CHECK THE BUDGET- IT IS FLAGGED UTILITY				

Authorized By: _____

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

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82310**Date:** 08/06/2025**Requisition #:** 94878**Vendor #:** 3158

ISSUED TO: ADVANCED COMMUNICATIONS &
ELECTRONICS, INC.
1753-B BUILDTECK COURT
LAS CRUCES, NM 88005

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	20	A03JAC9KA1AN	MINITOR 7 5 CHANNEL IS VHF PAGER 151-158.99	209-1603-43999		531.90	10,638.00
2	20	RLN8638	MINITOR 7 STANDARD CHARGER	209-1603-43999		79.20	1,584.00
3	6	AH06JDN9RA1AN	MOTOTRBO R7 PORTABLE RADIO VHF FULL KEYPAD	209-1603-43999		1,750.85	10,505.10
4	6	QA08405AA	STANDARD LI-ION BATTERY 3200T	209-1603-43999		108.08	648.48
			VHF HELICAL ANTENNA (6) QA084484AA - \$0.00				
			STANDARD CHARGER (6) STDCHG0865AB - \$0.00				
5	6	QA08409A	OPTION BOARD	209-1603-43999		67.77	406.62
			STANDARD MODEL BOX (6) STDBOX0865AA - \$0.00				
			5Y ESSENTIAL SOFTWARE (6) SWV0102635A - \$0.00				
6	6	LSV03S02634A	5Y ESSENTIAL W/ACCIDENTAL DAMAGE	209-1603-43999		218.75	1,312.50
			5Y ESSENTIAL SERVICE (6) - \$0.00				
7	2	AAM28JQN9RA1	XPR550E VHF MOBILE RADIO	209-1603-43999		1,468.70	2,937.40
			5Y STANDARD SMA AND SW FEATURRE (2) - \$0.00				
			STANDARD MODEL BOX (2) - \$0.00				
			STANDARD BRACKET (2) - \$0.00				
8	2	QA02406AA	IMPRES 4 WAY NAV KEYPAD MIC	209-1603-43999		143.49	286.98
			5Y ESSENTIAL REPAIR (2) - \$0.00				
			STANDARD CABLE (2) - \$0.00				
9	2	RSN4002	ACCESSORY KIT, 13W EXT SPEAKER	209-1603-43999		72.45	144.90
10	2	RKN4136	ACCESSORY KIT, IGNITION SWITCH CABLE	209-1603-43999		38.42	76.84
11	2	NMOKNOCONN	COAC KIT, NO CONNECTOR	209-1603-43999		32.03	64.06
12	2	NMO150C	144-174 MHZ 3 DB BASE LOAD MOB ANTENNA W	209-1603-43999		60.17	120.34
13	7	RFU-600-6	CONNECTOR, 3-PC MINI UHF MALE CRIMP FOR LI	209-1603-43999		2.00	14.82
			RG58, 400				
14	1		FREIGHT FREIGHT	209-1603-43999		810.18	810.18
15	1		LABOR LABOR MOBILE RADIO INSTALL	209-1603-43999		359.00	359.00
16	2		LABOR LABOR REPROGRAM CURRENT FLEET OF 7 MOTO	209-1603-43999		150.00	300.00
			CDM1250 MOBILE RADIOS				
17	1		MILEAGE MILEAGE/MOBILIZATION	209-1603-43999		191.25	191.25
18	1		SALES TAX	209-1603-43999		71.21	71.21
			FIRE				

SUBTOTAL: 30,471.68**TOTAL TAX:** 0.00**SHIPPING:** 0.00**TOTAL** 30,471.68**Chief Purchasing Office****Date:****Director of Finance:**Requisition approved electronically.**City Manager:**Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 94878

Date: 07/18/2025

Vendor #: 3158

ISSUED TO: ADVANCED COMMUNICATIONS &
ELECTRONICS, INC.
1753-B BUILDTECK COURT
LAS CRUCES, NM 88005

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	20 MINITOR 7 5 CHANNEL IS VHF PAGER 15		531.90 209-1603-43999	10,638.00
2	20 MINITOR 7 STANDARD CHARGER		79.20 209-1603-43999	1,584.00
3	6 MOTOTRBO R7 PORTABLE RADIO VHF FL		1,750.85 209-1603-43999	10,505.10
4	6 STANDARD LI-ION BATTERY 3200T		108.08 209-1603-43999	648.48
5	6 OPTION BOARD		67.77 209-1603-43999	406.62
6	6 5Y ESSENTIAL W/ACCIDENTAL DAMAGE		218.75 209-1603-43999	1,312.50
7	2 XPR550E VHF MOBILE RADIO		1,468.70 209-1603-43999	2,937.40
8	2 IMPRES 4 WAY NAV KEYPAD MIC		143.49 209-1603-43999	286.98
9	2 ACCESSORY KIT, 13W EXT SPEAKER		72.45 209-1603-43999	144.90
10	2 ACCESSORY KIT, IGNITION SWITCH CAE		38.42 209-1603-43999	76.84
11	2 COAC KIT, NO CONNECTOR		32.03 209-1603-43999	64.06
12	2 144-174 MHZ 3 DB BASE LOAD MOB ANT		60.17 209-1603-43999	120.34
13	7 CONNECTOR, 3-PC MINI UHF MALE CRIM		2.00 209-1603-43999	14.82
14	1 FREIGHT		810.18 209-1603-43999	810.18
15	1 LABOR MOBILE RADIO INSTALL		359.00 209-1603-43999	359.00
16	2 LABOR REPROGRAM CURRENT FLEET OF		150.00 209-1603-43999	300.00
17	1 MILEAGE/MOBILIZATION		191.25 209-1603-43999	191.25
18	1 SALES TAX		71.21 209-1603-43999	71.21

PO Description: TRUCK MONITORS, RADIOS, ANTENNAS & INSTALL

Detailed Description:

TRUCK MONITORS, RADIOS, ANTENNAS & INSTALL
SEE ATT QUOTE, STATE PRICE AGREEMENT
CONTRACT #20-00000-22-00038
CM APPROVED
FIRE DEPT.

Authorized By: _____

SUBTOTAL:	30,471.68
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30,471.68



Advanced

Communications and Electronics, Inc.

1753 Buildtek Court Ste. B
Las Cruces, NM 88005
(575) 527-4072 Fax: (575) 527-4458

QUOTATION

QUOTE NO.: 22709 - 00

DATE: 7/10/25

TERMS: NET 30

DELIVERY: Best Way Possible

TO: T or C Fire Dept.
Brad Spencer
505 Sims St
T or C, NM 87901

Please reference Quote No. on
Correspondence & purchase orders.
Quote expires 09/08/2025.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	20	A03JAC9KA1AN	MINITOR 7 5 CHANNEL IS VHF PAGER 151-158.995	531.90	10,638.00
2	20	RLN8638	MINITOR 7 STANDARD CHARGER	79.20	1,584.00
3	6	AAH06JDN9RA1AN	MOTOTRBO R7 PORTABLE RADIO VHF FULL KEYPAD	1,750.85	10,505.10
4	6	QA08405AA	STANDARD LI-ION BATTERY 3200T	108.08	648.48
5	6	QA08448AA	VHF HELICAL ANTENNA		
6	6	STDCHG0865AB	STANDARD CHARGER		
7	6	QA08409A	OPTION BOARD	67.77	406.62
8	6	STDBOX0865AA	STANDARD MODEL BOX		
9	6	SWV0I02635A	5Y ESSENTIAL SOFTWARE		
10	6	LSV03S02634A	5Y ESSENTIAL W/ACCIDENTAL DAMAGE	218.75	1,312.50
11	6	LSV03I02633A	5Y ESSENTIAL SERVICE		
12	2	AAM28JQN9RA1*	XPR550E VHF MOBILE RADIO	1,468.70	2,937.40
13	2	STDSMA0771AH	5Y STANDARD SMA AND SW FEATURE		
14	2	STDBLK0511AA	STANDARD MODEL BOX		
15	2	STDBKT0511AA	STANDARD BRACKET		
Continued on following page					

QUOTE NO. 22709-00
T or C Fire Dept.

DATE 7/10/25

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
16	2	QA02406AA IMPRES 4 WAY NAV KEYPAD MIC	143.49	286.98
17	2	STDESS0511AA 5Y ESSENTIAL REPAIR		
18	2	STDCBL0511AA STANDARD CABLE		
19	2	RSN4002 ACCESSORY KIT,13W EXT SPEAKER	72.45	144.90
20	2	RKN4136 ACCESSORY KIT; IGNITION SWITCH CABLE	38.42	76.84
21	2	NMOKNOCONN COAX KIT; NO CONNECTOR	32.03	64.06
22	2	NMO150C 144-174 MHZ 3 DB BASE LOAD MOB ANTENNA W/CHROME 5/8 WAVE WHI	60.17	120.34
23	2	RFU-600-6 CONNECTOR, 3-PC MINI UHF MALE CRIMP FOR LMR 195, RG58, 400	7.41	14.82
24	1	FREIGHT FREIGHT	810.18	810.18
25	1	LABOR LABOR MOBILE RADIO INSTALL.	359.00	359.00
27	2	LABOR LABOR REPROGRAM CURRENT FLEET OF 7 MOTOROLA CDM1250 MOBILE RADIOS.	150.00	300.00
29	1	MILEAGE MILEAGE / MOBILIZATION	191.25	191.25
30	1	20-00000-22-00038 STATE OF NM PRICE AGREEMENT RADIO PARTS REPAIR EXP 4/24/26		
Continued on following page				

QUOTE NO. 22709-00
T or C Fire Dept.

DATE 7/10/25

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
		INITIAL PROGRAMMING OF NEW PAGERS, NEW PORTABLE RADIOS, AND NEW MOBILE RADIOS INCLUDED. .LABOR INCLUSIVE OF NEW MOBILE RADIO INSTALL. .MILEAGE/MOBILIZATION TO/FROM T OR C, NM. .Priced In Accordance With State Of New Mexico Contract #20-00000-22-00038 Expiration Date Of 04/24/26	Item Summary Subtotal Sales Tax Grand Total	30,400.47 30,400.47 71.21 30,471.68

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Michael Villa (575)294-8972 Ext mvilla@advtwoway.com

Accepted
by

LEGAL NAME OF PURCHASER

P.O. No.

AUTHORIZED SIGNATURE

Date



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
6 Awarded Vendors

Number: 20-00000-22-00038

Amendment No.: Seven

Term: April 25, 2022 – April 24, 2026

Procurement Specialist: Theresa Mendibles tam

Telephone No.: (505) 795-1894

Email: theresa.mendibles@gsd.nm.gov

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Invoice:
As Requested at Time of Order

Title: Radio Parts and Repair

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Correction to Term Date on Amendment No. 6:

From: April 25, 2022 – April 24, 2024

To: April 25, 2022 – April 24, 2025

In accordance with Price Agreement provisions, and by mutual agreement of all parties below:

Aviat US, Inc. (AA)	Advanced Communications and Electronics (AB)
Comlink Wireless Technologies, Inc. (AC)	Durham Communications, Inc. (AD)
Holzberg Communications, Inc. (AF)	Impact Power Technologies, LLC (AG)

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 25, 2025 to April 24, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 3/19/2025

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82391**Date:** 08/20/2025**Requisition #:** 95060**Vendor #:** 8820

ISSUED TO: WASTEQUIP MANUFACTURING COMPANY LLC
PO BOX 603008
6525 CARNAGIE BLVD SUITE 300
CHARLOTTE, NC 28260-3008

SHIP TO: SANITATION
601 Nadyne Court
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	24		3 CY SIDE LOAD CONTAINER W/2 PC LID INSTALLI	505-3904-44613		705.00	18,920.00
			CONTAINER CO-2-1137 W/BOLT ON EMCO HOOK PLATES INSTALLED X24				
			CO-2-1137-DESERT TAN				
			QUOTE# WQ-10356235				
2	24		EMCO LIFT ATTACHMENT INSTALLED	505-3904-44613		115.00	2,760.00
			CONTAINER CO-SLEMC0				
3	24		REL-TEEM CO/MN/TN REL PLASTIC LIDS	505-3904-44613		27.00	648.00
			32" W X 43" L BLACK EXTRA LIDS CO-PL3243SW				
4	24		REL-TEEM CO/MN/TN REL PLASTIC LIDS	505-3904-44613		16.00	384.00
			32" W X 27" L BLACK EXTRA LIDS CO-PL3227SW				
5	200		79296 T0TER 96 GAL EVR 2	505-3904-44613		66.32	15,264.00
			UNIVERSAL/NESTABLE CART GREEN WITH BLACK LIDS				
			HOT STAMP LOGO WHITE				
			TC031021-TC031221				
			QUOTE# WQ-10356168				
			SOLID WASTE				

SUBTOTAL:	33,976.00
TOTAL TAX:	0.00
SHIPPING:	4,000.00
TOTAL	37,976.00

Chief Purchasing Office

Date:

8/20/25

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 95060

Date: 08/07/2025

Vendor #: 8820

ISSUED TO: WASTEQUIP MANUFACTURING COMF
PO BOX 603008
6525 CARNAGIE BLVD SUITE 300
CHARLOTTE, NC 28260-3008

SHIP TO: SANITATION
601 Nadyne Court
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	24 3 CY SIDE LOAD CONTAINER W/2 PC LII		705.00 505-3904-44613	18,920.00
2	24 EMCO LIFT ATTACHMENT INSTALLED		115.00 505-3904-44613	2,760.00
3	24 REL-TEEM CO/MN/TN REL PLASTIC LIDS		27.00 505-3904-44613	648.00
4	24 REL-TEEM CO/MN/TN REL PLASTIC LIDS		16.00 505-3904-44613	384.00
5	200 79296 TOTER 96 GAL EVR 2		66.32 505-3904-44613	15,264.00

PO Description: RESTOCK DUMPSTERS & TOTERS

Detailed Description:

SEE ATT QUOTE
SOURCEWELL Account #73145

SOLID WASTE

Authorized By: _____

SUBTOTAL:	33,976.00
TOTAL TAX:	0.00
SHIPPING:	4,000.00
TOTAL	37,976.00



5400 Marshall, Arvada, CO, 80002

PHONE: 800-292-7968 FAX: 303-423-6213

WQ-10356235



Sell To:

Contact Name Andy Alvarez
Contract # 040621-WQI
Bill To Name City of Truth or Consequences
Bill To 505 Sims St
Truth or Consequences, NM 87901
USA
Email aalvarez@torcnm.org
Phone (575) 894-6939

Ship To Name City of Truth or Consequences
Ship To 601 Nadyne Ct
Truth or Consequences, NM 87901
USA
Quick Ship ☐

Quote Information

Salesperson Yolanda Garcia
Salesperson Email ygarcia@wastequip.com
Expiration Date 8/22/2025
Quote Number WQ-10356235
Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Quantity	Sales Price	Total Price
Container - CO - 2-1137	3 CY Side Load Container w/ 2 pc lid installed - must select optional retriever attachment	Color Desert Tan BOLT ON HOOKS	24.00	\$705.00	\$16,920.00
Container - CO - SLEMCO	Emco Lift Attachment, Installed		24.00	\$115.00	\$2,760.00
Special Other Small Container - CO (See Details for Product Information)	Special Other Small Container - CO (See Details for Product Information)	EXTRA LIDS Side Load PL3043SW 3yd lid	24.00	\$27.00	\$648.00
Special Other Small Container - CO (See Details for Product Information)	Special Other Small Container - CO (See Details for Product Information)	EXTRA LIDS Side Load PL3037SW 1.5yd lid	24.00	\$16.00	\$384.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$20,712.00
Shipping Terms	FOB Origin	Shipping	\$1,643.42
		Tax	\$0.00
		Grand Total	\$22,355.42

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal



5400 Marshall, Arvada, CO, 80002

PHONE: 800-292-7968 FAX: 303-423-6213

WQ-10356235

Sourcewell

Awarded Contract

Contract # 04062101

sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

**Special Contract
Information**

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip Manufacturing Company LLC (#010825-WQI, eff. 05/29/2025) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10356168

Sourcewell

Awarded Contract

Contract # 120324-TOT

Sell To:

Contact Name	Andy Alvarez	Ship To Name	City of Truth or Consequences
Bill To Name	City of Truth or Consequences	Ship To	601 Nadyne Ct
Bill To	505 Sims St		Truth or Consequences, NM 87901
	Truth or Consequences, NM 87901		USA
	USA	Quick Ship	☐
Email	aalvarez@torcnm.org		
Phone	(575) 894-6939		

Quote Information

Salesperson	Yolanda Garcia	Expiration Date	8/27/2025
Salesperson Email	ygarcia@wastequip.com	Quote Number	WQ-10356168
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (940) Green ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in (Not provided) ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	200.00	\$66.32	\$13,264.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$13,264.00
Shipping Terms	FOB Origin	Shipping	\$1,991.33
		Tax	\$0.00
		Grand Total	\$15,255.33

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and



1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10356168



Information

timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Special Contract Information

Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#120324-TOT, eff. 4/4/2025), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: D.1

SUBJECT: Discussion/Action: Resolution No. 11 25/26 Authorizing City Staff to Submit an Application to Water Trust Board for Design & Construction Services for the Wastewater System Improvements Project

DEPARTMENT: Community Development

DATE SUBMITTED: August 21, 2025

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

City Commission approved submission of a Notice of Intent to Apply for Funding at their meeting on 7-23-2025 (supporting documents included in the applicable Commission Meeting Packet). WTB requires a Resolution as part of the application submission. The project type falls under Wastewater Collection, Conveyance, and Treatment. It proposes the design and construction of improvements to the City's wastewater system to address an Administrative Order, ensure regulatory compliance, and reduce risk to public health. The financial assistance requested is in the amount of \$2,522,764.55. The city pledges a 10% local match in the amount of \$252,276.46 in support of the application.

Recommendation:

Approve Resolution 11 25/26

Attachments:

- Resolution 11 25/26
- Notice of Intent - Signed

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 8/27/225

RESOLUTION NO. 11 25/26

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that the filing of an application to the New Mexico Water Trust Board for funding in the 2026 Water Project Fund funding cycle is hereby authorized. The project type falls under Wastewater Collection, Conveyance, and Treatment. It proposes the design and construction of improvements to the City's wastewater system to address an Administrative Order, ensure regulatory compliance, and reduce risk to public health. The financial assistance requested is in the amount of \$2,522,764.55. The City of Truth or Consequences hereby pledges a 10% local match in the amount of \$252,276.46 in support of the application.

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

PASSED, APPROVED, AND ADOPTED this 27th day of August 2025.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer

NOTICE OF INTENT TO APPLY FOR 2026 WATER TRUST BOARD FUNDING

This Notice of Intent ("NOI") serves as i) notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2026 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for WTB funding. WTB funding applications may only be submitted via EnABLE.

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

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

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

I. APPLICANT INFORMATION:

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

APPLICANT LEGAL ENTITY TYPE (Check One):	
	Authority (specify):
☒	Municipal or County Government
☐	Mutual Domestic/Sanitary Projects Act Entity
	Special District (specify):
☐	Tribe or Pueblo
☐	Other (specify):

APPLICANT PRIMARY CONTACT (Authorized to Submit Application and Request Access for EnABLE users)		
Name: Traci Alvarez		Title: Assistant City Manager
Mailing Address: 505 Sims Street		
City: Truth or Consequences	State: NM	Zip: 87901
Email: talvarez@torcnm.org	Phone: 575-952-0565	

APPLICANT SECONDARY CONTACT (Authorized to Access EnABLE Application System)		
Name: Jocelyn Holguin		Title: Finance Director
Mailing Address: 505 Sims Street		
City: Truth or Consequences	State: NM	Zip: 87901
*Email: jholguin@torcnm.org	Phone: 575-740-7323	

**email must not duplicate primary*

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

Consultant Authorized to Access EnABLE Application System		
Name: Brian Ambrogi		Title: Water/Wastewater Practice Lead
Firm: Wilson & Company		
Mailing Address: 4401 Masthead Street NE, Suite 150		
City: Albuquerque	State: NM	Zip: 87109
Email: brian.ambrogi@wilsonco.com	Phone: 505-948-5214	

II. PROJECT INFORMATION

Project Name: Wastewater System Improv_u

Amount Requested: \$ 2,522,764.55

Note: Per WTB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2026 cycle is estimated to be \$162.1 million (\$24.3 million 15% CAP); requests exceeding the 15% will need to be revised at time of application submittal.

Project Type – Check One That Applies

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

III. PROJECT DESCRIPTION

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

Project Location: Truth or Consequences

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

Phase or Phases to be Funded:

Project Goal (35 words or less):

Improvements to the City's wastewater system to address an Administrative Order under the NPDES permit, bringing the system into compliance and reducing threats to public health.

IV. DECLARATION OF PROJECT URGENCY

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

V. REGULATORY COMPLIANCE CHECKLIST

Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations as part of the Readiness Application. Check all that are applicable for the proposed project.	
Water Rights (OSE): Verification of sufficient water rights as required for proposed project.	
Safe Drinking Water Act Compliance (NMED-DWB): Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	
Clean Water Act Compliance: Full compliance with Clean Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	X

Dam Safety (OSE): Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	
Water conservation plan/drought management plan (OSE): Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	

VI. APPLICATION RESOLUTION ADOPTION DATE: August 27, 2025

PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board. *Please note that the resolution is due with the application on September 11, 2025.* Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 17, 2025.

VII. ACKNOWLEDGEMENT: I have reviewed a copy of the **Water Trust Board Project Management Policies Revised and Restated as of June 25, 2025.**

I CERTIFY THAT:

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

Signature: _____

Highest Elected Official/Board Officer

Print Title: Mayor

Print Name: Rolf Hechler

Date: 8-6-2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: D.2

SUBJECT: Resolution No. 12 25/26 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: August 22, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background: Reconciling Budget Adjustments Requests (based on Chapter 6, Article 6 NM Statute) needed for budget adjustments, increases, and decreases per attached.

Recommendation:

Approval Resolution No. 12 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

Resolution No 12 25/26

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

Changes in funding as presented on the Department of Finance and Administration Schedule of Budget Adjustments

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 8/27/25



RESOLUTION NO. 12 25/26

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2025-2026.

WHEREAS, the final budget for was approved by the City Commission of the City of Truth or Consequences, New Mexico, pursuant to Chapter 6, Article 76 NMSA 1978; and

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2025-2026; and

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meeting for the review of said documents was duly advertised in compliance with the State Open Meetings act; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED and APPROVED this **27th day of August, 2025**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2025-26 8/27/2025
DFA Resolution Number: 12 25/26
BAR NUMBER 1

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	315	315-8010-45600	Entity Match/Short Fall	Expense	\$ 143,669.00	\$ 18,972	\$ 162,641	Boat Dock Short Fall from revised match from \$162,640.46
1	315	315-8012-45600	Entity Match/Short Fall	Expense	\$ 31,235.00	\$ 58,765	\$ 90,000	Project short fall - Boat Dock
							\$ -	
2	214	214-2503-44607	LT-Field Supplies	Expense	\$ 175,000.00	\$ 5,000	\$ 180,000	Lynco unexpected electrical increase
							\$ -	
3	299	299-7051-48710	AS-BFAS Grant - Professional Serv.- Medical Treatment	Expense	\$ -	\$ 12,354	\$ 12,354	Best Friends Animal Society Grant for medical treatment for vulnerable animals
4	314	314-7030-48598	CDBG-Professional Serv.	Expense	\$ 16,316.00	\$ 375	\$ 16,691	22-C-NR-I-06-G-103 CDBG Comp Plan
4	314	314-7030-39935	CDBG-Transfer In	Revenue	\$ -	\$ 5,000	\$ 5,000	22-C-NR-I-06-G-103 CDBG Comp Plan -Entity Match
4	101	101-1099-49930	GF-Transfer Out	Expense	\$ 1,300,616.00	\$ 5,000	\$ 1,305,616	22-C-NR-I-06-G-103 CDBG Comp Plan -Entity Match
							\$ -	
5	101	101-1009-40125	Parks-Overtime	Expense	\$ 3,000.00	\$ 5,000	\$ 8,000	Budget estimated shortfall
							\$ -	
6	296	296-2403-36373	PD GRT-Interest	Revenue	\$ -	\$ 120	\$ 120	
6	296	296-2403-80810	PD GRT-Other Capital-Vehicles	Expense	\$ -	\$ 21,872	\$ 21,872	Roll over PO 81251-R1
							\$ -	
7	304	304-4903-32315	SJOA-Building Renovations	Revenue	\$ 5,584	\$ 26,852	\$ 32,436	Grant A21F2058
							\$ -	
8	318	318-9303-36411	ELC Res-Investment	Revenue	\$ 500	\$ 400	\$ 900	Budget estimated shortfall
							\$ -	
9	340	340-7032-45600	Entity Match	Expense	\$ -	\$ 34,667	\$ 34,667	NMDOT MAP FY24 D20108 - 1102250 2nd St - Pershing Design Cash Match
	340	340-7032-39935	Transfer In	Revenue	\$ -	\$ 34,667	\$ 34,667	NMDOT MAP FY24 D20108 - 1102250 2nd St - Pershing Design Cash Match
	216	216-4503-49930	Transfer Out	Expense	\$ 20,454	\$ 34,667	\$ 55,121	NMDOT MAP FY24 D20108 - 1102250 2nd St - Pershing Design Cash Match
							\$ -	

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

10	380	380-7056-32375	State Grants	Revenue	\$ -	\$ 910,000	\$ 910,000	Foch St. FY 25 Grant 419-A2412081-2414
	380	380-7056-80860	Infrastructure	Expense	\$ -	\$ 910,000	\$ 910,000	Foch St. FY 25 Grant 419-A2412081-2414
							\$ -	
11	299	299-7057-32375	PD-State Grants	Revenue	\$ -	\$ 12,025	\$ 12,025	PD 24-JAG-TORC-FY26 Law Enforcement Programs/Prevention & Education Programs-Software
	299	299-7057-44607	PD-Supplies & Equipment	Expense	\$ -	\$ 12,025	\$ 12,025	PD 24-JAG-TORC-FY26 Law Enforcement Programs/Prevention & Education Programs-Software
							\$ -	
12	380	380-7058-32375	Elec-State Grants	Revenue	\$ -	\$ 908,591	\$ 908,591	NMDOT C0245002 - 2025 Electric Vehicle Infrastructure Grant Program
	380	380-7058-80860	Elec-Infrastructure	Expense	\$ -	\$ 908,591	\$ 908,591	NMDOT C0245002 - 2025 Electric Vehicle Infrastructure Grant Program
							\$ -	
13	340	340-7059-32375	St-State Grants	Revenue	\$ -	\$ 172,333	\$ 172,333	NMDOT FY25/26 Map Grant #L100652 2nd St. Construction
	340	340-7059-39935	St-Transfer In	Revenue	\$ -	\$ 57,444	\$ 57,444	NMDOT FY25/26 Map Grant #L100652 2nd St. Construction
	340	340-7059-80960	St-Infrastructure	Expense	\$ -	\$ 172,333	\$ 172,333	NMDOT FY25/26 Map Grant #L100652 2nd St. Construction
	340	340-7059-45600	St-Entity Match	Expense	\$ -	\$ 57,444	\$ 57,444	NMDOT FY25/26 Map Grant #L100652 2nd St. Construction
	216	216-4503-49930	St-Transfer Out	Expense	\$ 20,454	\$ 57,444	\$ 77,898	NMDOT FY25/26 Map Grant #L100652 2nd St. Construction
14	340	340-7060-32375	St-State Grants	Revenue	\$ -	\$ 64,842	\$ 64,842	NMDOT FY25/26 LGRF Grant #L100633 2nd St. Construction
	340	340-7060-39935	St-Transfer In	Revenue	\$ -	\$ 21,614	\$ 21,614	NMDOT FY25/26 LGRF Grant #L100633 2nd St. Construction
	340	340-7060-80960	St-Infrastructure	Expense	\$ -	\$ 64,842	\$ 64,842	NMDOT FY25/26 LGRF Grant #L100633 2nd St. Construction
	340	340-7060-45600	St-Entity Match	Expense	\$ -	\$ 21,614	\$ 21,614	NMDOT FY25/26 LGRF Grant #L100633 2nd St. Construction
	216	216-4503-49930	St-Transfer Out	Expense	\$ 20,454.00	\$ 21,614	\$ 42,068	NMDOT FY25/26 LGRF Grant #L100633 2nd St. Construction
							\$ -	
15	209	209-1603-37374	Fire-Surplus Auction	Revenue	\$ -	\$ 713	\$ 713	Revenues from June 13,2025 auction
	216	216-4503-37374	Street-Surplus Auction	Revenue	\$ -	\$ 190	\$ 190	Revenues from June 13,2025 auction
	304	304-4903-37374	SJOA-Surplus Auction	Revenue	\$ -	\$ 48	\$ 48	Revenues from June 13,2025 auction
	504	504-3803-37374	WTR-Surplus Auction	Revenue	\$ -	\$ 48	\$ 48	Revenues from June 13,2025 auction
	509	509-4403-37374	Airport-Surplus Auction	Revenue	\$ -	\$ 2,090	\$ 2,090	Revenues from June 13,2025 auction
							\$ -	
16	301	301-3503-80860	Impact-Infrastructure	Expense	\$ -	\$ 180,703	\$ 180,703	Impact fees moved to one account to be used
	301	301-3503-39935	Impact-Transfer In	Revenue	\$ -	\$ 180,703	\$ 180,703	Impact fees moved to one account to be used
	101	101-1099-49930	GF-Transfer Out	Expense	\$ 1,300,616	\$ 180,703	\$ 1,481,319	Impact fees moved to one account to be used
							\$ -	

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

Rolf Hechler, Mayor

(Date)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.1

SUBJECT: Discussion/Action – E-911 GIS and GPS Address Database Compliance in Collaboration with Sierra County

DEPARTMENT: Community Development

DATE SUBMITTED: August 20, 2025

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

The County of Sierra administers a GIS addressing system and entered into an agreement with the City of T or C to ensure administration of accurate and current geographical information necessary for the operations of emergency services.

Various addresses within the city limits are outdated or inaccurate for the E-911 GIS system and will require updating.

Recommendation:

Approve staff to work with Sierra County under the existing MOU for E-911 GIS Address Data Base Compliance

Attachments:

- GIS Addressing Services Agreement between the County and the City
- DRAFT Newspaper Public Notice
- DRAFT Social Media Public Notice
- DRAFT Property Owner Change of Address Letter

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8/27/25



AGREEMENT TO PROVIDE GIS ADDRESSING SERVICES
FOR THE CITY OF TRUTH OR CONSEQUENCES

BETWEEN

THE COUNTY OF SIERRA
AND
THE CITY OF TRUTH OR CONSEQUENCES

THIS AGREEMENT is entered into by and between the County of Sierra ("County") and the City of Truth or Consequences ("City") referred to collectively as the ("parties").

I. RECITALS

WHEREAS, the County of Sierra and the City of Truth or Consequences are a bodies corporate and politic existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, the administration of an accurate and current Geographical Information Systems (GIS) addressing system is necessary for the operation of emergency services; and,

WHEREAS, the County of Sierra administers a GIS rural addressing system, which includes, software, hardware and employees; and,

WHEREAS, the City of Truth or Consequences currently does not have a GIS system; and,

WHEREAS, the State of New Mexico 9-1-1 Rules and Regulations require that the 9-1-1 databases, including the Master Street Address Guide (MSAG) and Automatic Location Identifier (ALI) be maintained at each Public Safety Answering Point (PSAP) at a 96% or higher accuracy rate; and,

WHEREAS, the County and City have agreed to share resources in order to protect the citizens of the County by ensuring that the citizens of Truth or Consequences are able to be served by emergency services.

NOW THEREFORE the parties hereby agree as follows:

II. AUTHORITY

Is the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order" and, "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of ... its inhabitants". See NMSA 1978, § 3-18-1 (1972) and NMSA 1978, § 4-37-1 (1995)

III. SCOPE OF DUTIES

THE COUNTY SHALL

1. Bring the City of Truth or Consequences E-911 road centerline file up to date for use by the Sierra County Regional Dispatch Authority for dispatch of Emergency Responders.
2. Maintain the City's Master Street Atlas Guide which includes:
 - a) Plotting or GPS any new roads in the GIS centerline road file and entering this information into the E-911 System.
 - b) Making any corrections to the E-911 address and telephone records as necessary and submitting corrections with the approval of the City of Truth or Consequences.
 - c) Making the necessary corrections to the address road ranges in the GIS System as determined by the City.
 - d) Plotting any new addresses as assigned by the City of Truth or Consequences into the GIS system.
 - e) Correcting any spatial errors that may exist based on monthly error reports received from Earth Data Analysis Center (EDAC) & the DFA E-911 Program Director.
 - f) Providing for accuracy of GIS and GPS data for Wireless E-911 calls.

THE CITY SHALL

1. Pay to the County the sum of fifty dollars (\$50.00) per hour for the services described herein.
2. Make payment to the County upon invoice for services rendered monthly while this agreement is in effect.
3. Provide to the County's rural addresser updated GIS addressing and MSAG database information on a timely basis.
4. Work towards maintaining the MSAG at a 98% accuracy rate.
5. Provide to the County's rural addresser the point of contact (name, address, phone, fax, e-mail) for GIS, PSAP and any other personnel handling MSAG updates
6. Sign a non-disclosure agreement as needed.

IV. TERM

This Agreement becomes effective upon signature by all parties hereto and shall remain in effect for three (3) years or until it is terminated pursuant to the terms of this Agreement.

V. PROPERTY

No property shall be acquired as a result of this Agreement and the disposition of records generated by performance of this agreement shall be decided by the parties upon termination.

VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS

Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

VII. AMENDMENT

This Agreement shall not be altered, modified, or amended except by an instrument in writing executed by both parties hereto.

VIII. ASSIGNMENT

This Agreement may not be assigned by either party hereto without the advance written consent of the other party, which consent may be withheld at the other party's sole and absolute discretion.

IX. GOVERNING LAW

This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the Laws of the State of New Mexico.

X. SEVERABILITY

If any provision of this Agreement, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this Agreement can be performed in substantial accordance with the original intent of the parties hereto.

XI. INTEGRATION OF AGREEMENT

This Agreement incorporates all of the agreements and understandings between the parties hereto concerning the subject matter hereof, and all such agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless embodied in this Agreement.

XII. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act (NMSA 1978, Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, and do not waive any defense or limitations of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

VII. PRIVILEGES, EXEMPTIONS, AND IMMUNITIES

All privileges and immunities from liability, exemptions from laws, ordinances, and rules, which apply to the activity of officers, agents, or employees of any signatory public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties under the provisions of the Agreement.

XIII. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon ninety (90) days written notice delivered to the other.

XIV. CONTACT AND NOTICES

The parties may, from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this Agreement shall be deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Sierra County contact person name and mailing address:

Charlene Webb
Sierra County Manager
855 Van Patten
Truth or Consequences, NM 87901
Telephone No: (575) 894-6215

City of Truth or Consequences contact person name and mailing address:

Bruce Swingle
City Manager
505 Sims St
Truth or Consequences, NM 87901
Telephone No: (575) 894-6673

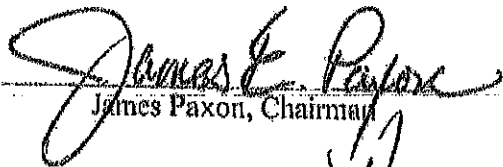
XV. APPROPRIATIONS

Performance under this agreement is contingent upon sufficient authority and appropriations.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by all parties.

APPROVED, ADOPTED, AND PASSED on this 8th day of September, 2021.

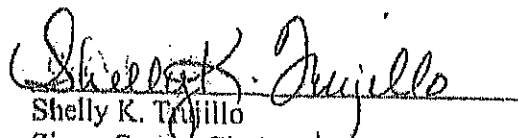
BOARD OF COUNTY COMMISSIONERS OF SIERRA COUNTY


James Paxon, Chairman


Travis Day, Vice-Chair

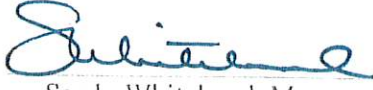

Hank Hopkins, Commissioner

Attest:


Shelly K. Trujillo
Sierra County Clerk

APPROVED, ADOPTED, AND PASSED on this 8th day of September 2021.

CITY OF TRUTH OR CONSEQUENCES


Sandy Whitehead, Mayor





PUBLIC NOTICE

Addressing Updates Coming to Truth or Consequences for 911 GIS Compliance

The City of Truth or Consequences, in collaboration with Sierra County, is in the process of updating the addressing system within city limits to comply with the State of New Mexico's 911 Geographic Information System (GIS) standards.

This update is essential for improving the accuracy and efficiency of emergency response services including police, fire, and medical personnel. It will also support better coordination with postal delivery, utility services, and official records.

Some property owners will be affected by this change. If your address is impacted, you will receive an official letter notifying you of the following:

- Your current address and the new assigned address.
- A transition period, typically 60 to 90 days, during which both addresses will remain valid.
- The date your old address will become invalid in official and emergency systems.

The city will make every effort to assist residents and businesses with this transition and to ensure updates are clearly communicated and documented.

If you have questions or need assistance, please contact:

Traci Alvarez
Assistant City Manager
City of Truth or Consequences

(575) 952-0565

talvarez@torcnm.org

We appreciate your cooperation and understanding as we work to enhance public safety and improve address accuracy for our entire community.

ATTENTION TRUTH OR CONSEQUENCES RESIDENTS & BUSINESS OWNERS

The City of Truth or Consequences, in partnership with Sierra County, is updating property addresses to align with the State of New Mexico's 911 GIS system.

Why?

To improve accuracy for emergency response (police, fire, EMS), postal services, and public records.

What's Happening?

- Some addresses within city limits will change.
- If your property is affected, you'll get a letter with your new address and transition timeline.
- You'll have 60–90 days to update your documents before the old address becomes invalid.

 Stay tuned for your letter in the coming weeks. For questions, contact us at:

 575-952-0565

 talvarez@torcnm.org

Thank you for your cooperation as we work to enhance community safety!

#TORCNM #911GISUpdate #SierraCounty #AddressChange #PublicSafety

[Date]

[Property Owner's Name]

[Mailing Address]

[City, State, ZIP Code]

Subject: Upcoming Address Change Notification for 911 GIS Alignment

Dear [Property Owner's Name],

The City of Truth or Consequences, in collaboration with Sierra County, is actively working to update the addressing system within city limits to align with the State of New Mexico's 911 Geographic Information System (GIS) standards. This important initiative is designed to enhance public safety and emergency response services by ensuring accurate and standardized address data for all properties.

As part of this effort, we are notifying you that the current address associated with your property will be affected and is subject to change. A new address will be assigned to your property to meet 911 GIS compliance requirements.

Effective Date of Address Change: [Insert Effective Date – typically 60 to 90 days from mailing date]

Current Address (to be retired): [Insert Old Address]

New Assigned Address: [Insert New Address]

To allow adequate time for this transition, your current address will remain valid until [insert date – typically at least 90 days from the notice date]. After this date, the old address will be considered null and void in official records, including those used by emergency services.

We recommend using this transition period to update all necessary documentation, signage, accounts, licenses, and correspondence related to your address, including but not limited to:

- Utility accounts
- Business registrations and licenses
- Legal documents and records
- Postal and shipping information
- Emergency contact databases

If you have any questions or concerns regarding this change, or if you require documentation to support address updates with vendors or agencies, please do not hesitate to contact Traci Alvarez, Assistant City Manager, 575-952-0565
talvarez@torcnm.org

We appreciate your cooperation and understanding as we work together to enhance the safety and efficiency of our community's emergency response capabilities.

Sincerely,

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
(575) 952-0565
talvarez@torcnm.org



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.2

SUBJECT: Discussion/Action – P & Z Board recommendation of Approval for a Variance Request pertaining to proposed Love's Travel Stops and Country Stores Sign Application Permit

DEPARTMENT: Community Development

DATE SUBMITTED: August 21, 2025

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

Public Hearing was heard at the P & Z Meeting on 8-11-25. No opponents or proponents – P & Z Board recommends approval. Applicant is requesting allowance of 3 free standing signs (located within the property) – code allows for 2. Applicant is also requesting a height variance for the sign located near the interstate.

Recommendation:

Consider the recommendation of the P & Z Board

Attachments:

- P & Z Agenda Packet
- Draft P & Z Minutes

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8/27/25



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 8-11-2025

ITEM:

Public Hearing/Discussion/Action: Variance Request pertaining to proposed Love's Travel Stops and Country Stores – Parcel 2894953670728 Article XIII Sec. 11-13-2.4 subsections 2F and 2D

BACKGROUND:

ARTICLE XIII. - SIGN, WALL, AND FENCE REQUIREMENTS DIVISION 1. – SIGNS

Sec. 11-13-2.4. - On-Premises Signs - C. Commercial and Industrial Zones:

2. Freestanding Signage: f - Applicant is allowed 2 signs and is requesting 3 signs

2. Freestanding Signage: d – Applicant is requesting additional signage sf area

All required documents have been received and fees paid. All property owners within 100Ft have been notified

SUPPORT INFORMATION:

Applicants email variance requested

Applicants Supporting documents

Notice of Public Hearing

Applicable section of Municipal Code

Findings and Facts Checklist

Name of Drafter: Traci Alvarez	: Assistant City Manager	Meeting date 8-11-2025
E-mail: talvarez@torcnm.org	Phone: 575-952-0565	

From: [Barbara Peck](#)
To: [Alvarez, Traci](#); [Munoz, Johanna](#)
Cc: [REDACTED]
Subject: Sign Height, and Variance Request
Date: Thursday, July 17, 2025 9:09:18 AM
Attachments: [image001.png](#)
[Truth or Consequences, NM #1045 Sign Package - 6.25.25 - Preliminary.pdf](#)
[Semi to Directional sign ratio 3-8" scale - 6 SQ. FT. 4" OAH..pdf](#)
[TorC NM Love's Survey.pdf](#)
Importance: High

Traci, I don't have the form from you but attached is our sign package, survey and example document and below is the description of what we understand we need to ask for:

Decision on sign heights:

We understand that Planning Commission approves all sign heights. With that in mind, we are requesting the following heights: * also indicates a part of Variance Request.

*Interstate High Rise Sign – 95' height needed for interstate visibility (see survey attached for clarity)

Cemetery Road Freestanding Street Sign – 30' due to road topography to ensure visibility

*On site Freestanding Cat Scale Sign – 21.5' it's designed use is to help drivers navigate onto the scale to ensure highway safety compliance.

*On site Directional Sign – 8'- to ensure they can safely see the sign from the truck (see attached rendering of viewpoint).

Variances requested:

Freestanding Sign Quantity:

3 freestanding signs which is one more than what is allowed. These would be the interstate High rise sign, the Cemetery Road sign, and the on-site Cat Scale Sign.

Sign area increases requested to ensure visibility by professional truck drivers both timely and safely:

Interstate High Rise Sign - additional area of 782.63 above the 200sf for Hwy Visibility

On site Directional Sign added area of 32 sf for truck visibility

Let me know if there is a form I need to complete. You mentioned that I needed all this to you today.

Barbara Peck

Real Estate Project Manager

May 1st, 2023

Re: Sign Survey – Truth or Consequences, NM

Property Location: Southwest quadrant of I-25 and Cemetery Road Intersection; Exit 79

Survey Date: April 18th, 2023

Blimp Information: Located on the Southeast corner of the property, 105' OAH
Latitude: 33.154469 / Longitude: 107.255111 / Google Earth Elevation: 4507'

The blimp used in this survey was at 105' OAH located at the Southeast corner of the property. The Hi-Rise sign superimposed in this survey reflects a structure that is 95' OAH located at the spot of the property.

Northbound traffic will have their initial full read on the sign 1.0 mile from the exit. They will continue to have a full read on the sign until they reach 0.3 and 0.2 miles from the exit where the food franchise sign and lower portion of the price sign will be partially hidden by the natural topography of the land. Traffic will have a full read on the sign again as they proceed to the off-ramp exit.

Southbound traffic will have their initial read on the Hi-Rise sign beyond 1.0 mile from the exit, but I included photos that start at 1.0 mile where traffic will have a full read on the sign and will continue to have a full read on the sign until they reach the exit.

The property is located within the City and their sign code is as follows:

Freeway Sign: Must be located within 300' of a freeway ROW. **Height:** The OAH is determined by the City Commission upon recommendation by the PLZ Commission. It's the applicant's responsibility to propose the need for the height of the sign based on visibility from the freeway. **Area:** 200 sq. ft. is permitted.

Freestanding Signs: **Height:** 18' OAH. **Area:** 200 sq. ft. Limited to one per parcel, except where the frontage of the parcel exceeds 600 linear feet. For those, two freestanding signs are permitted, provided 200 feet between signs is maintained.

Wall Signs: 1.5 sq. ft. per lineal foot of wall. No sign may extend more than 12" out from the wall. Buildings with more than one street frontage, only one street frontage shall be used to determine the permitted sign size, height and number of signs. Poster grip panels and Digital displays are considered wall signs.

Directional Signs: 4' OAH and 6 sq. ft. Do not require a permit.

Lighting Provisions: **Distance:** Signs which face residentially zoned parcels having a linear distance of 75' or less from the zone shall not be illuminated. **Dark Sky:** The State of New Mexico Dark Sky Legislation requires that all lighting be shielded in order to prevent the escape of light into the sky. This not only requires the use of shields but also does not allow the use of "up-lighting" or the use of lights in any manner that will cause light to be emitted in an upward direction - will require Planning and Zoning approval.

Exempt: Architectural aspects and painted exterior signs.

The city has a variance process. A variance would be required for the Hi-Rise overall height and total sq. ft. A variance may be required for other signage once the final sign package has been determined.

A preliminary filing with the FAA was submitted and we were given a no-hazard determination for the proposed sign structure's height and location. No additional follow-up will be required, however, any height and/or location change of the structure would require a new filing to confirm compliance with the FAA requirements.

Once you have had a chance to review the information, please let us know if you have any questions.

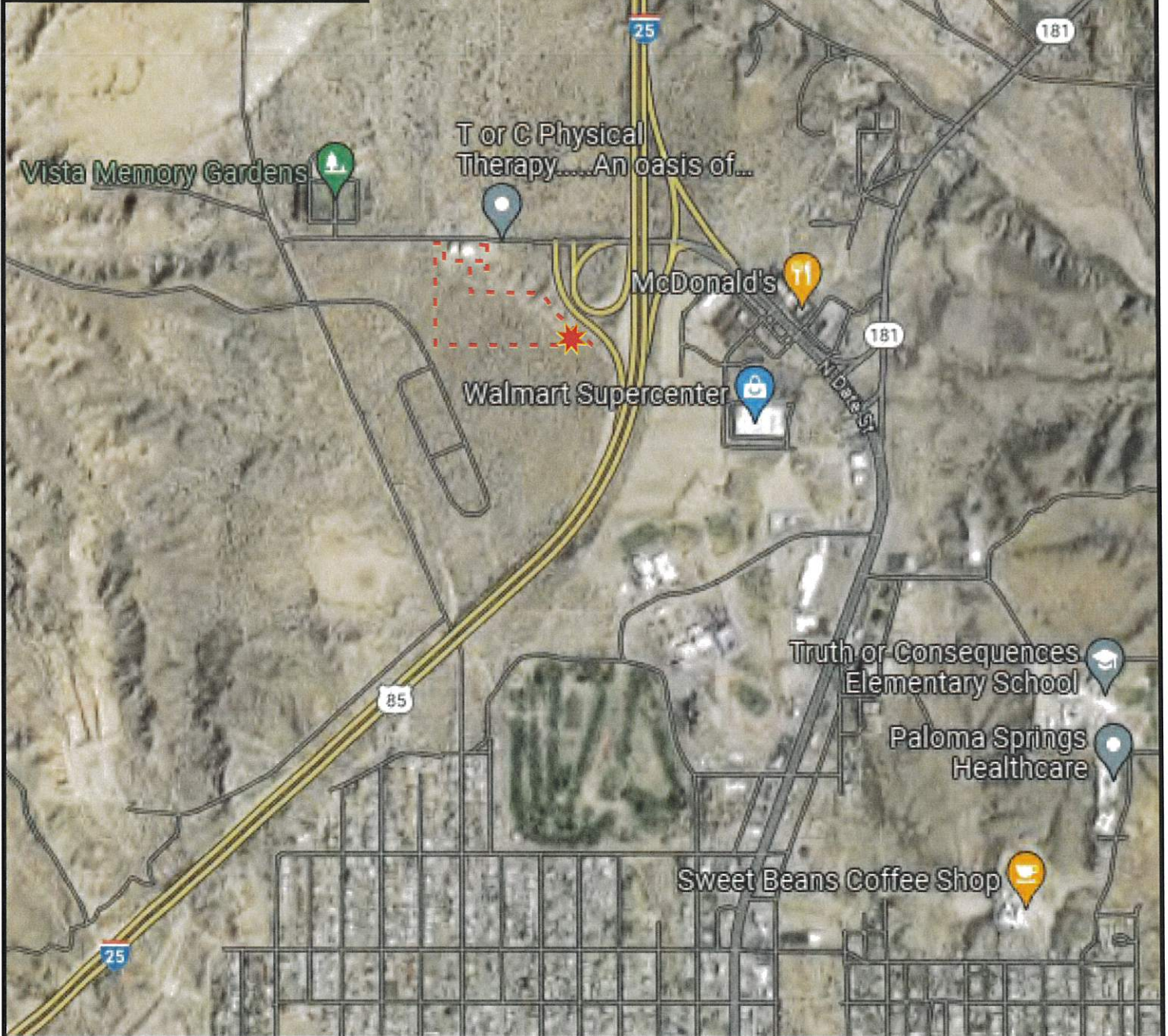
Thank You,

A handwritten signature in black ink, appearing to read "Kevin Keup".

Kevin Keup
Effective Images, Inc.

Emailed: Greg Love, Chad Bruner, Frank Ille, Barbara Peck, Kari Keup, Betty Torstenson

TRUTH or CONSEQUENCES, NM



★ = BLIMP & RECOMMENDED SIGN LOCATION

**NORTHBOUND
1.0 MILE FROM EXIT**



**NORTHBOUND
0.9 MILES FROM EXIT**



**NORTHBOUND
0.8 MILES FROM EXIT**



**NORTHBOUND
0.7 MILES FROM EXIT**

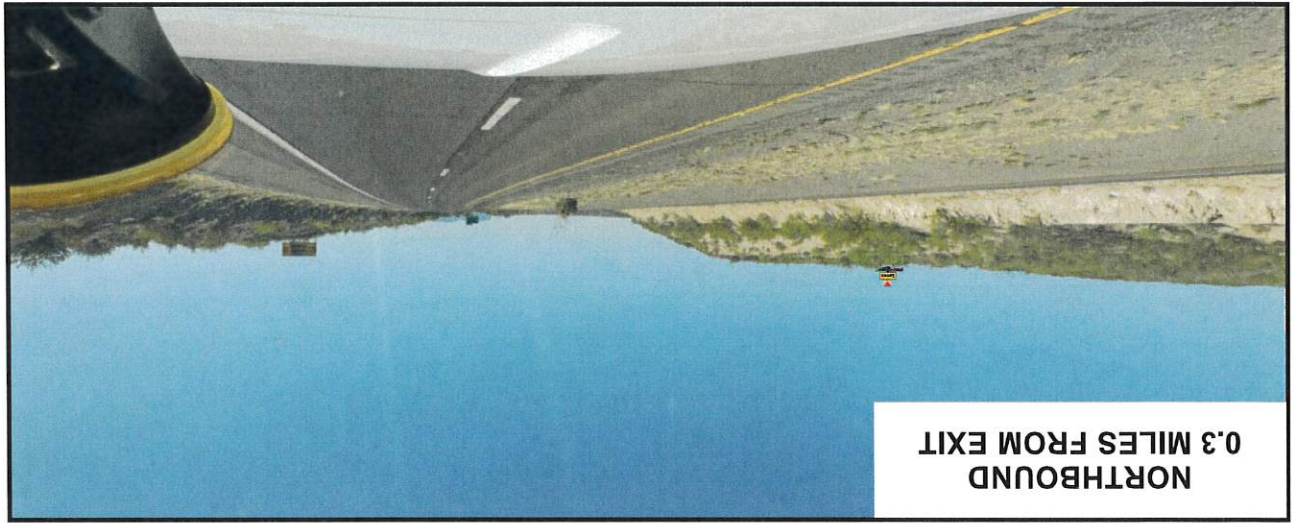
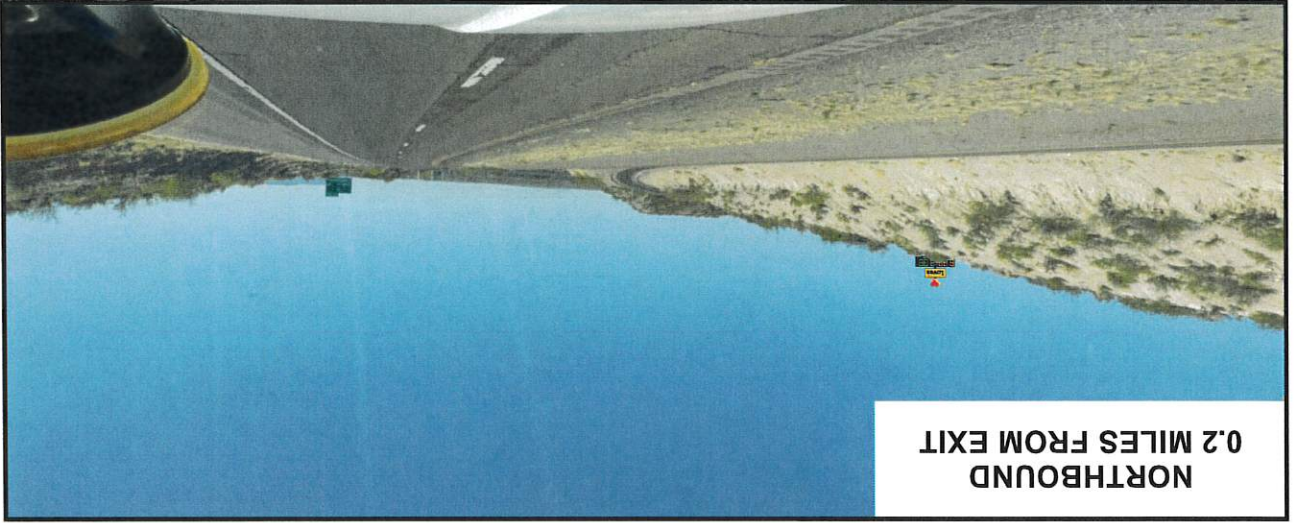


**NORTHBOUND
0.6 MILES FROM EXIT**



**NORTHBOUND
0.5 MILES FROM EXIT**





**NORTHBOUND
0.1 MILES FROM EXIT**



**SOUTHBOUND
1.0 MILE FROM EXIT**



**SOUTHBOUND
0.9 MILES FROM EXIT**



**SOUTHBOUND
0.8 MILES FROM EXIT**



**SOUTHBOUND
0.7 MILES FROM EXIT**



**SOUTHBOUND
0.6 MILES FROM EXIT**



**SOUTHBOUND
0.5 MILES FROM EXIT**



**SOUTHBOUND
0.4 MILES FROM EXIT**



**SOUTHBOUND
0.3 MILES FROM EXIT**



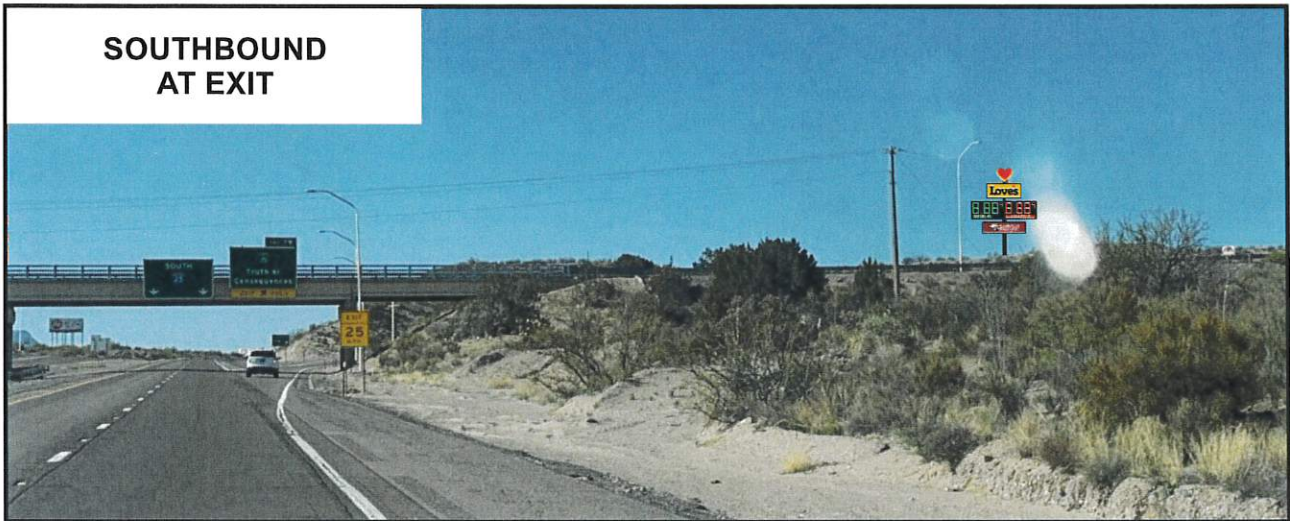
**SOUTHBOUND
0.2 MILES FROM EXIT**



**SOUTHBOUND
0.1 MILES FROM EXIT**



**SOUTHBOUND
AT EXIT**



Overall Height: 95'
Total Square Feet: 930.5

Love's Hi Rise

effective
images inc.
Phone: 605.753.9700

Client:
Love's

Location:
Truth or Consequences, NM

Drawing #:
E22750

Date:
5/02/23

Revision:
1 (05/05/23) MP

Drawn By:
TB

Scale:
3/32" = 1'

Sales Order #:
.

8' x 10' Led Heart
(80 Sq. Ft)

1' Separation

9' x 22' Love's
(198 Sq. Ft)

2' Separation

11' x 41' 6" Price
Sign By Sunshine
89" Numerals
(456.5 Sq. Ft)

2' Separation

7' x 28' Godfather's
(196 Sq. Ft)

60' From Grade to Bottom
of Godfather's Sign



Side B
Not to Scale

Diesel to be Installed Toward Interstate/Highway

APPROVAL: _____ **Date:** _____

Computer generated colors in this artwork are not an exact match to the finished sign colors. Material samples are available upon request. This drawing is the property of Effective Images. Any reproduction is prohibited.



175 Marlboro Road, Suite 400
Aurora, OH 44202
Phone: 440.895.5600 Fax: 440.705.4100


Loves!

TRUTH OR
CONSEQUENCES, NM

CEMENTERY ROAD
TRUTH OR CONSEQUENCES NEW MEXICO R7901

Revisions / Submissions

ID	Description	Date
----	-------------	------

Project Number: 76167

Scale: 60

Drawn By: CDF

Checked By: SJH
Date: 10/24/2023

Issue: NOT FOR CONSTRUCTION

Drawing Title:

CONCEPT PLAN
- OPTION 1

3 OF 3

LOVE'S SIGN PACKAGE - TRUTH OR CONSEQUENCES, NM #1045

		SIGN SQ. FT.
HI-RISE SIGN:	95' OAH	
	8' x 10' Heart - LED	80.00
	9' x 22' Love's	198.00
	15' x 16' 6½" Arby's (B-18)	248.13
	11' x 41' 6" Price Sign - 89" Numeral	456.50
	TOTAL HI-RISE SQUARE FEET:	982.63
STREET SIGN:	30' OAH	
	19' 8" x 10' Loves / Price Sign / Arby's / Enter	196.67
	TOTAL STREET SIGN SQUARE FEET:	196.67
DIRECTIONAL SIGNS:	8' OAH	
	4' x 8' Love's Directional	32.00
		32.00
BUILDING SIGNS:	NORTH ELEVATION:	
	5' x 6' 3½" Heart	31.46
	3' 6" x 11' 8" Love's	40.84
	10" It's the love that drives us.	12.08
	58" x 64" Arby's logo	25.78
	TOTAL NORTH ELEVATION SQUARE FEET:	110.16
	WEST ELEVATION:	
	2' 7-5/8" x 9' 10½" Arby's Letters	35.67
	TOTAL WEST ELEVATION SQUARE FEET:	35.67
	EAST ELEVATION:	
	5' x 6' 3½" Heart	31.46
	3' 6" x 11' 8" Love's	40.84
	5' 11½" x 7' 6" Heart	44.69
	12-5/8" Driven by love, fueled by you.	17.45
	TOTAL EAST ELEVATION SQUARE FEET:	134.44
	TOTAL BUILDING SIGN SQUARE FEET:	280.27
FUEL CANOPIES:	GAS CANOPY LOGOS:	
	2' 3½" x 10' 2½" Vinyl Logo - North Elevation	23.39
	2' 3½" x 10' 2½" Vinyl Logo - East Elevation	23.39
	2' 3½" x 10' 2½" Vinyl Logo - South Elevation	23.39
	2' 3½" x 10' 2½" Vinyl Logo - West Elevation	23.39
	DIESEL CANOPY LOGOS:	
	2' 3½" x 10' 2½" Vinyl Logo - North Elevation	23.39
	2' 3½" x 10' 2½" Vinyl Logo - East Elevation	23.39
	2' 3½" x 10' 2½" Vinyl Logo - South Elevation	23.39
	2' 3½" x 10' 2½" Vinyl Logo - West Elevation	23.39
	TOTAL FUEL CANOPY LOGO SQUARE FEET:	187.12
CAT SCALE SIGNS:		
	5' 4½" x 20' Cat Scale Sign	107.50
	2' 5 ½ x 3' ½ Cat Scale Sign	7.48
	TOTAL CAT SCALE SQUARE FEET:	114.98
	TOTAL SQUARE FOOTAGE:	1793.67



DATE:		DATE:	BY:		DATE:	BY:
**9/4/24	REV. #1	**9/25/24	JLW	REV. #5:		
	REV. #2	*3/24/25	JLW	REV. #6:		
	REV. #3	*4/30/25	JLW	REV. #7:		
	REV. #4	*6/25/25	JLW	REV. #8:		

LOVE'S HI-RISE SIGN ~ TRUTH OR CONSEQUENCES, NM #1045

OVERALL HEIGHT: 95'

TOTAL SQ. FT.: 982.63

8' X 10' LED HEART = 80 SQ. FT.

9' X 22' LOVE'S = 198 SQ. FT.

11' X 41' 6" PRICE SIGN = 456.5 SQ. FT.

- 89" NUMERALS

15' x 16' 6½" ARBY'S B-18 = 248.13 SQ. FT.

61' FROM BOTTOM OF PRICE SIGN TO GRADE

LOVE'S & DIESEL INSTALLED TOWARDS
INTERSTATE / HIGHWAY



SIDE B
* NOT TO SCALE



** NOTE: PRODUCT PANEL COPY AND NUMERAL DETAILS TO BE CONFIRMED BY OTHERS.

ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
TRUTH OR CONSEQUENCES, NM #1045	9/4/24	EI82409-0401	1 - 4/30/25 JLW	3/32" = 1'	JLW	

LOVE'S STREET SIGN ~ TRUTH OR CONSEQUENCES, NM #1045

OVERALL HEIGHT: 30'

TOTAL SQ. FT.: 196.67

19' 8" X 10' LOVE'S / PRICE SIGN / ENTER / ARBY'S

5' 10" X 10' LOVE'S

4' X 10' PRICE SIGN - 24" NUMERALS

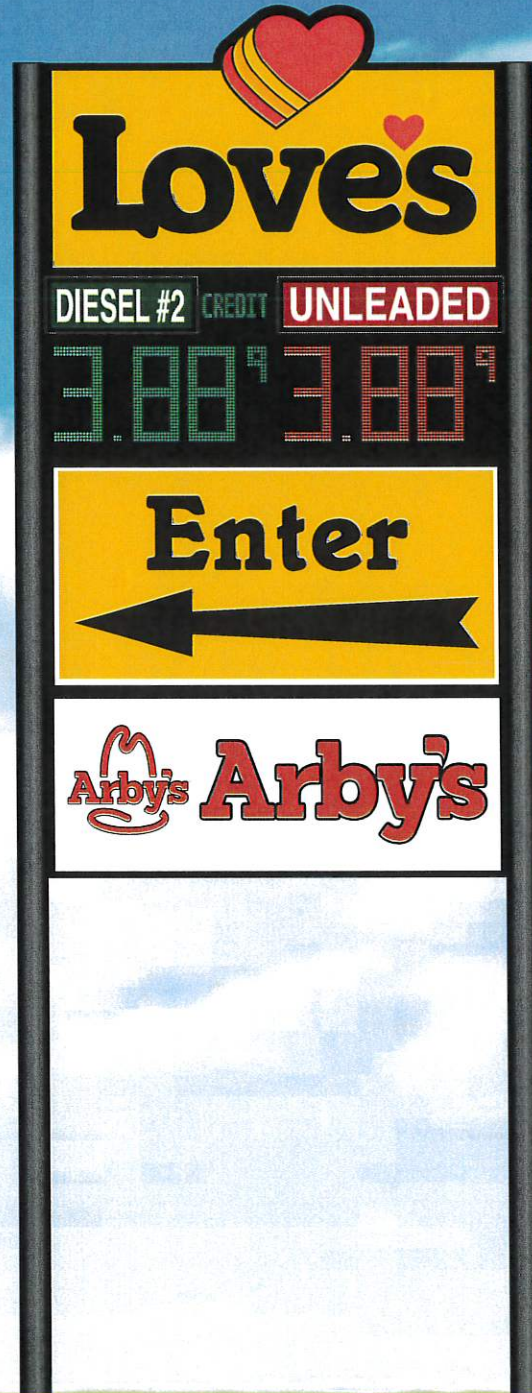
5' X 10' ENTER

4' X 10' ARBY'S

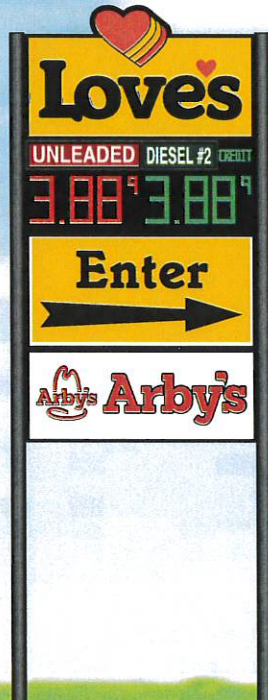
10' 4" FROM BOTTOM OF DUNKIN' TO GRADE

UNLEADED INSTALLED TOWARDS ROAD

EAST SIDE



WEST SIDE
* SCALE: 1/8" = 1'

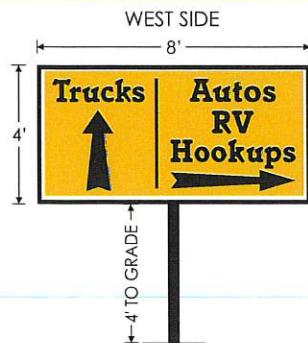


** NOTE: PRODUCT PANEL COPY AND NUMERAL DETAILS TO BE CONFIRMED BY OTHERS.

ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
TRUTH OR CONSEQUENCES, NM #1045	9/4/24	EI82409-0402	3 - 4/30/25 JLW	1/4" = 1'	JLW	

DIRECTIONAL SIGNS ~ TRUTH OR CONSEQUENCES, NM #1045

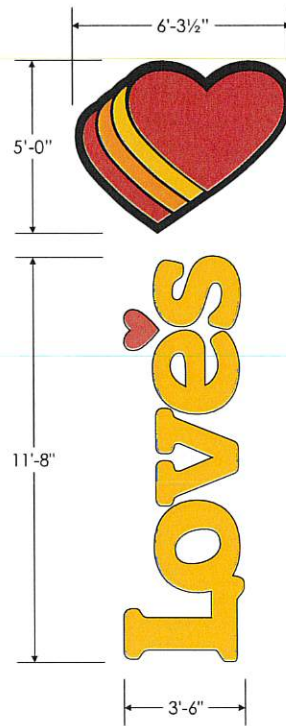


Love's Directional Sign #1
at Auto Entrance
(copy may vary)
LED Illuminated
(32 Sq. ft./sign)

** ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

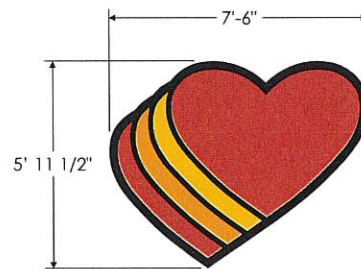
LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	
TRUTH OR CONSEQUENCES, NM #1045	9/4/24	EI82409-0403	1 - 6/25/25	3/16" = 1'	JLW	 PHONE: 605.753.9700
			JLW			

BUILDING SIGNS ~ TRUTH OR CONSEQUENCES, NM #1045



Qty (1) North elevation
Qty (1) East elevation
LED Illuminated
(31.46 Sq. ft./sign)

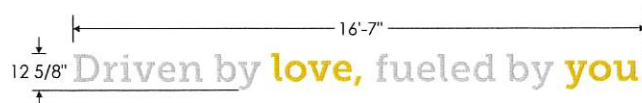
Qty (1) North elevation
Qty (1) East elevation
LED Illuminated
(40.84 Sq. ft./sign)



Qty (1) East elevation
LED Illuminated
(44.69 Sq. ft./sign)



Qty (1) North elevation
(12.08 Sq. ft./sign)

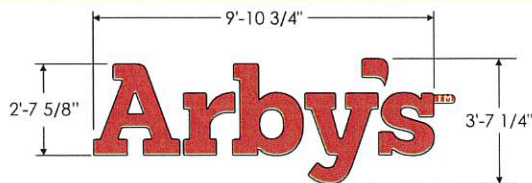


Qty (1) East elevation
(17.45 Sq. ft./sign)

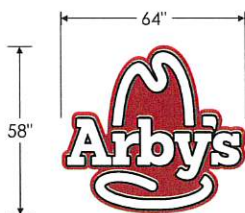
** ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
TRUTH OR CONSEQUENCES, NM #1045	9/4/24	EI82409-0405	1 - 4/30/25 JLW	3/16" = 1'	JLW	

BUILDING SIGNS ~ TRUTH OR CONSEQUENCES, NM #1045



Qty (1) West elevation
LED Illuminated
(35.67 Sq. ft./sign)

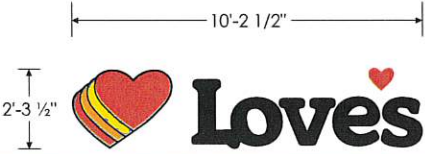


Qty (1) North elevation
LED Illuminated
(25.78 sq. ft./sign)

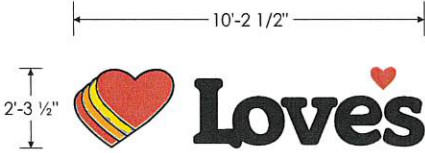
** ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
TRUTH OR CONSEQUENCES, NM #1045	9/4/24	EI82409-0406	1 - 4/30/25 JLW	3/16" = 1'	JLW	

FUEL CANOPY LOGOS ~ TRUTH OR CONSEQUENCES, NM #1045



Qty (4) Gas Canopy Logos
(23.39 Sq. ft./sign)



Qty (4) Diesel Canopy Logos
(23.39 Sq. ft./sign)

Gas / Diesel Canopy Illustration



LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
TRUTH OR CONSEQUENCES, NM #1045	9/4/24	EI82409-0407	0	3/16" = 1'	JLW	
			.			

CAT SCALE SIGNS ~ TRUTH OR CONSEQUENCES, NM #1045

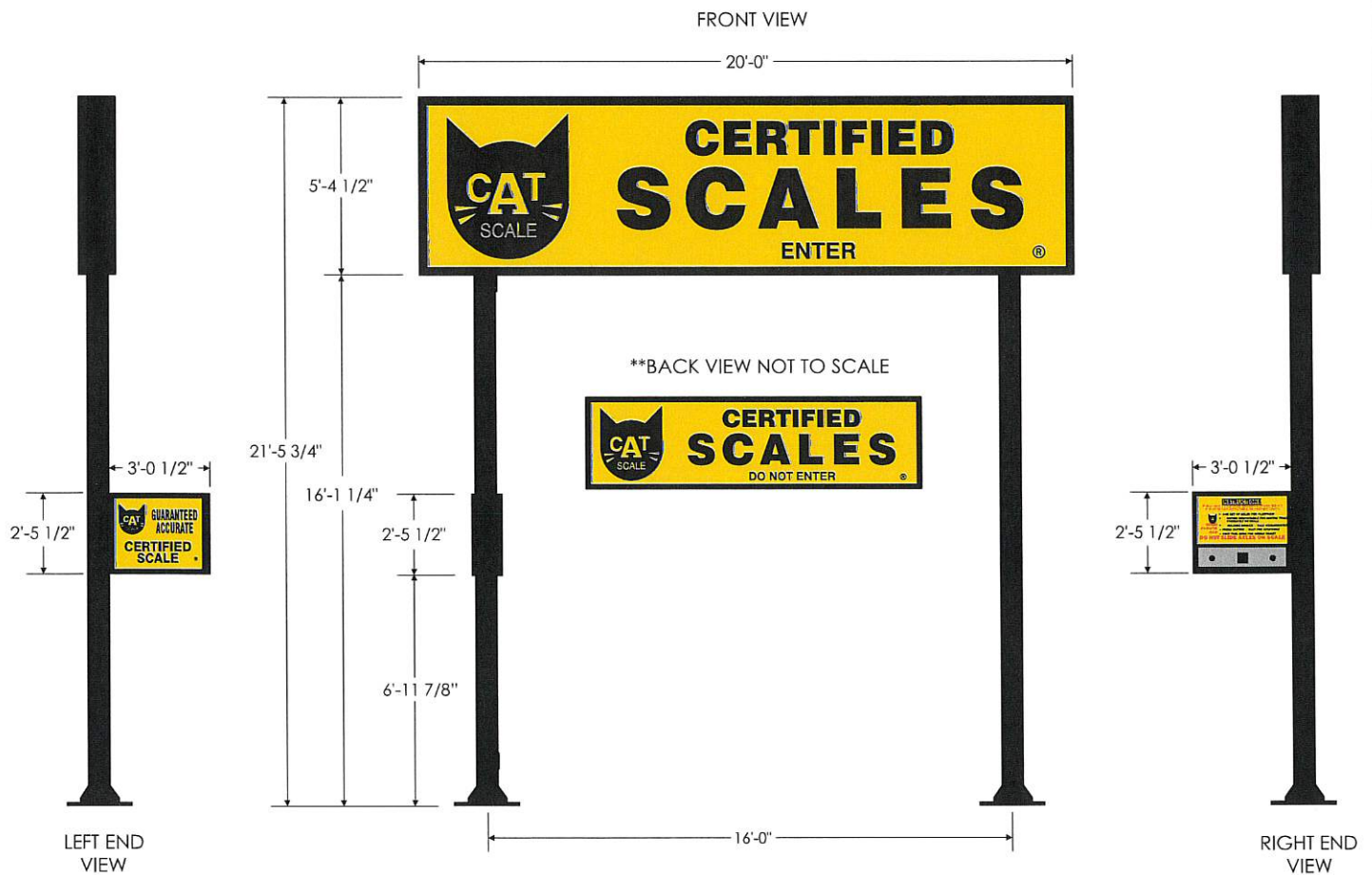
OVERALL HEIGHT: 21' 5 1/4"

TOTAL SQ. FT.: 114.98

5' 4 1/2" X 20' CAT SCALE SIGN = 107.5 SQ. FT.

2' 5 1/2" X 3' 1/2" SPEAKER POST SIGN = 7.48 SQ. FT.

16' 1 1/4" FROM GRADE TO BOTTOM OF CAT SCALE



LOCATION:

DATE:

DRAWING #:

REVISION # / DATE:

SCALE:

DRAWN BY:

TRUTH OR
CONSEQUENCES, NM
#1045

9/4/24

EI82409-0408

0

NOT TO
SCALE

JLW

effective
images, Inc.

PHONE: 605.753.9700

Revisions:	
No.	Date
1	06-02-25
Project No.: EYS-SS1045	
Date: 05-28-05	
Sheet No.	
SP-1	
OF: 13	



Pascal/Aughtry & Associates, PC

435-462-2554
Fax: 435-462-2585
127 East Center
Cedar Rapids, IA 52401
pascal@aughtry.com

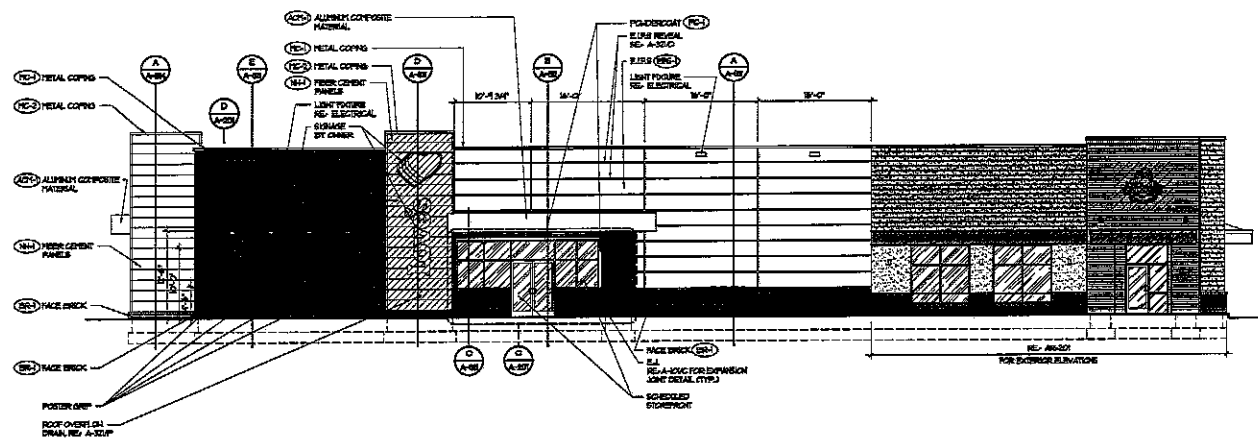
THIS DOCUMENT
IS PRELIMINARY IN
NATURE AND IS
NOT BE USED FOR
CONSTRUCTION
WITHOUT THE
WRITTEN
CONSENT OF
PASCAL/AUGHTRY & ASSOCIATES, PC

A NEW TRAVEL STOP
STORE NO. 1045
TRUTH OR
CONSEQUENCES, NM



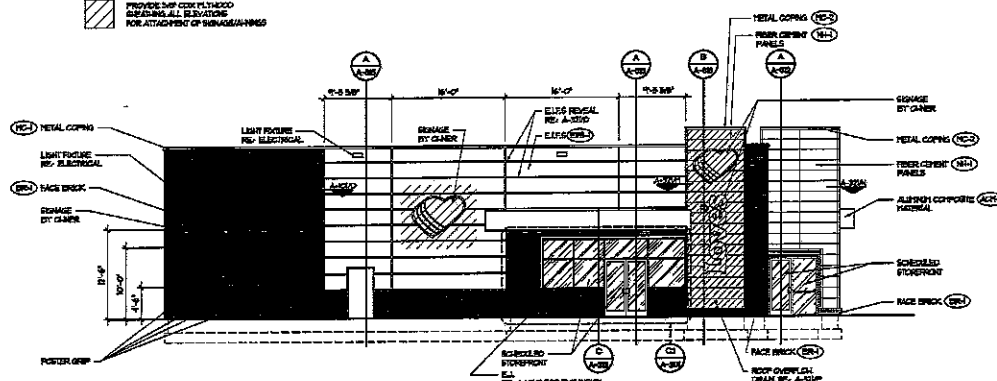
Revised:	No.	Date

Project No. 1045-2004
Date: 05-25-05
Sheet No.:
A-201
OF 7 OR C.V.B.



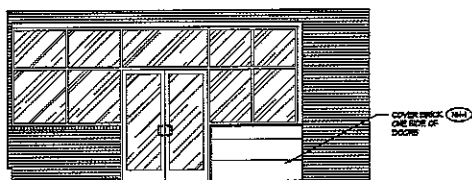
A NORTH ELEVATION
SCALE 1/8" = 1'-0"

PROVIDE IMP CORE PLATING
SEALING ALL ELEVATIONS
FOR ATTACHMENT OF SHINGLES/HVAC

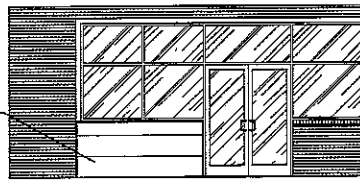


B EAST ELEVATION
SCALE 1/8" = 1'-0"

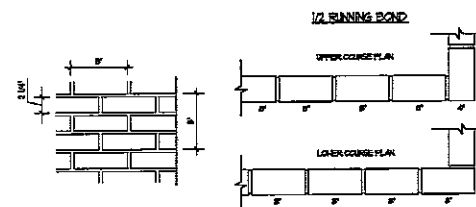
PROVIDE IMP CORE PLATING
SEALING ALL ELEVATIONS
FOR ATTACHMENT OF SHINGLES/HVAC



C PARTIAL ELEVATION
SCALE 1/8" = 1'-0"



C.1 PARTIAL ELEVATION
SCALE 1/8" = 1'-0"



D BRICK COURSING DETAILS
SCALE 1/4" = 1'-0"

14' - STANDARD SEMI HEIGHT



OAH = 4'

2' x 3'
6 SQ. FT.



OAH = 8'

4' x 8'
32 SQ. FT.



*Rolf Hechler
Mayor*



*Destiny Mitchell
Commissioner*

*Amanda Forrister
Mayor Pro-Tem*

*Ingo Hoepfner
Commissioner*

*Merry Jo Fahl
Commissioner*

*Gary Whitehead
City Manager*

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, August 11, 2025, to receive input regarding the following:

Public Hearing/Discussion/Action: Variance Request pertaining to proposed Love's Travel Stops and Country Stores – Parcel 2894953670728:

ARTICLE XIII. - SIGN, WALL, AND FENCE REQUIREMENTS DIVISION 1. – SIGNS

Sec. 11-13-2.4. - On-Premises Signs - C. Commercial and Industrial Zones:

2.Freestanding Signage: f - Applicant is allowed 2 signs and is requesting 3 signs

2.Freestanding Signage: d – Applicant is requesting additional signage sf area

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

Should you have any questions regarding this Public Hearing, please contact Traci Alvarez at (575) 952-0565 or by email at talvarez@torcnm.org.

The agenda may be obtained on Friday, August 8, 2025 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Friday, July 24, 2025

- CODE OF ORDINANCES
Chapter 16 - COMPREHENSIVE PLANNING AND ZONING CODE
ARTICLE XIII. - SIGN, WALL, AND FENCE REQUIREMENTS
DIVISION 1. SIGNS

DIVISION 1. SIGNS

Sec. 11-13-2.1. Title.

This Division shall be entitled The Truth Or Consequences Sign Code hereinafter referred to as "this Article".

Sec. 11-13-2.2. Purpose and Scope.

- A. *Purpose:* The purpose of this Article is to permit signs that will not, by their size, location, or construction endanger the public health and safety of individuals, or confuse, mislead, or obstruct the vision necessary for traffic safety. Furthermore, it is the purpose of this Article to maintain property values and to create a more aesthetically pleasing community, through the preservation of the natural beauty, historic amenities, and natural environment of Truth or Consequences, by preventing the over-concentration, improper placement, and density of signs, but keeping in mind the importance of signage to the business and tourism community, is a vital element of the free enterprise system.
- B. *Scope:* The provisions of this Article shall apply to all "signs", as the term is defined in Section 11-13-2.3 of this Article, within the City limits.

Sec. 11-13-2.3. Definitions.

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

ABANDONED SIGN: An on- or off-premises sign which no longer directs, promotes, or advertises a bona fide business, lessee, owner, product, or activity conducted, or product or service available on the premises where such sign(s) is displayed.

ADVERTISING: The action of calling something to the attention of the public by verbal or visual presentation.

ATTACHED SIGN: Any sign which is fastened to, connected to, or painted on, and wholly or partially supported by a building.

AWNING: A hood or cover which projects from the wall of a building and is composed of rigid or non-rigid materials.

AWNING SIGN: A sign which is fastened to or painted on an awning.

BANNER: A sign composed of lightweight, flexible material on which letters, symbols or pictures are painted or printed.

BENCH SIGN: Any sign affixed to or printed on a functional bench.

BILLBOARD: Any off-premises sign directing attention to a business, activity, commodity, service, entertainment, or communication, none of which may be conducted, sold or offered on the premises where the billboard is located.

BONUS: An allowance for additional sign area as an incentive to reduce the legal height permitted, or to remove non-conforming signs.

BUSINESS/SERVICE CENTER: A group of two (2) or more businesses planned, constructed, owned and managed independently or as a total entity, which share access, parking, or landscaping.

CANOPY (OR MARQUEE): A permanent roof-like shelter extending from part or all of a building or independent of a building. It is usually constructed of the same material as the roof on the building; however it may also be constructed of flexible canvas type material with rigid backing.

CANOPY SIGN: A sign attached to or painted on a canopy.

CITY: The City of Truth or Consequences, New Mexico.

CLEAR-SIGHT TRIANGLE: A triangular area of unobstructed vision at street intersections, alleys and at curb cut entrances and exits. A full definition is found in the City Zoning Code.

CODES: Any other applicable City, State, or Federal Codes.

COLLECTOR STREET: A street which collects traffic from local streets and connects with major and minor arterials.

CONSTRUCTION/RENOVATION SIGN: Any temporary sign erected on the premises where construction/renovation is taking place and indicating the names of the architects, engineers, landscape architects, financial institutions, contractors or similar artisans, and the owners, sponsors, and similar individuals or firms having a role or interest with respect to the structure or project.

COPY: The verbal, visual or pictorial portion of any sign.

CORPORATE: Pertaining to any organization incorporated pursuant to a law.

DECORATIONS: Any display which calls attention to a community organized event or to a State or national holiday.

DEVELOPMENT IDENTIFICATION SIGN: A permanent sign installed or constructed at the entrance/exit to a residential or commercial development to identify the development name and logo only.

DIRECTIONAL SIGN: Any sign erected for the convenience of the public, such as the directing traffic movement, parking or identifying restrooms, public telephones, walkways and/or other similar features or facilities, and bearing no advertising message (excluding those erected by the United States Department of Transportation and the New Mexico Department of Transportation).

DOWNTOWN: The area generally described as lying between Main Street, Austin Street, and the two intersections of Broadway and Main Streets.

FLAG/DECORATIVE: Any rectangular display constructed of lightweight material having no logo or advertising message printed or printed on it.

FREESTANDING SIGN: Any sign attached to, or supported from the ground, and not attached to a building.

GARAGE SALE SIGN: See definition of Private Sale or Event Sign.

GATE ENTRANCE SIGN: Any sign installed or constructed over the entrance to the premises in specific zoning districts as described herein.

GOVERNMENT SIGN: Any sign erected by any City, County, State or Federal agency or its designee, setting forth information pursuant to law.

GROUND SIGN: Any sign which is attached to either the ground or to a footing set flush with the ground.

HOUSE OR BUILDING SIGN OR NAMEPLATE: A sign limited to identifying the street name, building or property number, and/or the name of the owner or occupant of the building or property and pertinent historical information.

ILLUMINATED SIGN: Any sign which is lighted internally, externally (including neon) or by lights directed towards the sign by any light source.

INFORMATION SIGN: Any sign whose purpose is to indicate a business, hours of operation or similar identification information.

LEGAL NOTICES: Any sign required by law or pursuant to a court order.

LOCAL STREET: A street designed to provide access to abutting property and local streets, and to discourage through traffic.

LOGO: An identifying symbol used for advertising purposes.

LOT: A unit of land that is recognized by the City and the County Assessor's Office as having been legally created or having a legal status as unit of land. Said lot may be joined with other lots to create a parcel.

MAINTENANCE: The total upkeep of a sign; structurally and electrically, in terms of safety, and cosmetically, in terms of visual attractiveness.

MAJOR ARTERIAL: A street with access control, channelized intersections, restrictive parking, and which distributes and collects traffic to and from minor arterial streets.

MARQUEE (OR CANOPY): See definition of Canopy.

MARQUEE SIGN: A sign attached to, mounted on or painted on a marquee.

MINOR ARTERIAL: A street with signals at important intersections and stop signs on side streets and which collects and distributes traffic to and from collector streets.

MODEL COMPLEX SIGN: Any sign located on a complex site, limited in time until the complex ceases to be a model complex.

MURAL: A picture or graphic illustration applied directly to a wall of a building or structure which does not advertise or promote a particular business, service or product.

NATIONAL, STATE AND CORPORATE FLAGS: Any rectangular display constructed of lightweight material used to identify a nation, state or corporation.

NON-CONFORMING SIGN: Any sign legally erected and permitted in compliance with codes at the time it was erected and permitted, but which does not conform to correct codes or this Article.

OFF-PREMISES SIGN: Sign which advertises or directs attention to a business, product, service or activity which is not available on the premises where the sign is located.

ON-PREMISES SIGN: Sign which advertises or directs attention to a business, product, service or activity which is available on the premises where the sign is located.

PARCEL: A unit of land that is recognized by the City and the County Assessor's Office as having been legally created or having a legal status as unit of land. Said parcel may consist of one or more lots but is recognized as a single unit of land.

PENNANT: A display made of a lightweight material which tapers to a point, having no logo or advertising message printed on it.

PERSON: An individual, company, corporation, partnership, association or any other entity.

POINT-OF-SALE SIGN: Any sign which is located or attached directly to the product to be sold.

POLE SIGN: Also known as Pylon Sign. Any freestanding sign whose primary means of support is one or more poles set into a concrete footing, located at ground level.

POLITICAL SIGN: A sign pertaining to any national, State or local election.

PORTABLE SIGN: A freestanding sign not permanently affixed, anchored or secured to the ground or the building, which may be rolled or moved about.

PRIVATE SALE OR EVENT SIGN: A temporary sign advertising private sales of personal property at garage, yard or estate sales and the like, private fundraising events, such as nonprofit carwash, or food/clothing drive, etc.

PRODUCT IDENTIFICATION SIGN: Any sign used to identify the supplier/contractor of the construction product being used.

PROHIBITED SIGN: Any sign not expressly permitted within this Article, or any sign which is specifically prohibited in this Article (see Section 11-13-2.8 of this Article).

PROJECTION SIGN: Any attached sign that is placed perpendicular to a wall of a building.

PROMOTIONAL DISPLAY (COMMERCIAL): Special advertising for grand openings, anniversaries, special or seasonal events, and which is for a limited time, in addition to the legal signage permitted.

PROMOTIONAL DISPLAY (RESIDENTIAL): Special advertising using pennants, flags, streamers, banners, open house signs and other similar signs, for the duration of an open house or similar showing.

REAL ESTATE DIRECTIONAL SIGN: A sign which advertises or directs attention to real property or properties not available on the premises where the sign is located.

REAL ESTATE SIGN: A sign intended to advertise the financing, development, sale, transfer, lease, exchange or rent of real property or properties.

ROOF SIGN: Any sign which is attached to the roof of a building or structure.

ROOF LINE: The physical edge of a building's roof, this is to include the parapet in the case of a flat roof.

SETBACKS: The distances required from the property line or from other buildings/structures or businesses.

SHOPPING CENTER: A group of commercial establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations and protection from the elements.

SIGN: Any advertisement, announcement, direction or communication produced in whole or in part by the construction, erection, attachment or placing of a structure or object on any land, or on any other structure, or produced by painting on, posting or placing any printed, lettered, pictured, figured or colored material on any building, structure or surface.

STREAMERS: A display made of light, flexible material, consisting of long, narrow, wavy strips having no logo or advertising message printed or painted on them.

STRUCTURAL REQUIREMENTS: The safety standards which apply to those signs which are governed by the requirements in the International Building Code and other companion documents.

TEMPERATURE/TIME/DATE SIGN: Any sign with the purpose of displaying the temperature, time, date and/or logo/name.

TEMPORARY SIGN: Any sign intended for a limited period of display. Said limited period shall not exceed 30 consecutive calendar days and shall not be allowed more than 4 times per calendar year.

TOTAL FRONT FOOTAGE: The total length of a building which fronts on a public street.

TRADEMARK/LABEL/NAME: Identification applied or attached to each permitted sign to designate the manufacturer and installer.

UNLAWFUL SIGN: Any sign ever erected which does not have a valid permit, or after erection, did not comply with all the applicable provisions of the permit under which it was constructed and erected, or did not comply with all provisions of codes, or which did not meet the necessary requirements to be considered non-conforming.

UNLICENSED COMMERCIAL SIGN: Any sign erected by an individual, group, organization or club for fundraising or other monetary gain.

UNSAFE SIGN: Any sign identified by the Zoning Administrator or his/her designee as being improperly constructed and installed, erected or secured, thereby subject to falling and creating a safety hazard, with supported findings.

VARIANCE: An authorization granted to a property owner to depart from the numerical requirements of the zoning regulations (as applied here, the sign regulations).

VEHICLE SIGN: A sign painted on or attached to either a vehicle, or a trailer designed to be pulled behind a motorized vehicle, which relates to a business, activity, use, service or product.

WALL SIGN: Any sign affixed to or painted upon the wall of any building.

WINDOW SIGN: Any sign that is applied or attached to the exterior or interior of a window or a window frame.

Sec. 11-13-2.4. On-Premises Signs.

A. General Conditions:

1. **Attached Sign:** An attached sign may extend five (5) feet beyond the highest point of a roof line. No attached sign may project beyond the edge of a vertical wall.
2. **Decorations:** Any display shall be removed no later than five (5) days after the event/holiday.
3. **Development Identification Sign (Permanent):**
 - a. Maximum sign area shall not exceed thirty-two (32) square feet.
 - b. Maximum height shall not exceed ten feet (10').
 - c. This sign may be used in addition to any other freestanding sign allowed pursuant to this Article.
4. **Directional Sign:** Directional signs visible from the public right-of-way (i.e., entrance/exit) shall not exceed six (6) square feet in sign area and four feet (4') in height.
5. **Flags:**
 - a. Displays incorporating the identification of a nation, state or corporation shall follow accepted flag protocol. Only one corporate flag will be allowed per parcel.
 - b. Displays used to serve as decoration (exclusive of decorations used in fiestas, community-wide festivals or national holidays) shall have no logo or advertising message printed or painted on them. These may be used in addition to the regular signage allowed per business.
6. **Freestanding Sign:** All signs classified as freestanding are limited to locations along street segments meeting specific zoning criteria further defined elsewhere in this Article.
7. **Gate Entrance Sign:**

-
- a. Said sign may identify the owner, resident or name of a certain parcel of property (i.e., John Doe Ranch, etc.).
 - b. Total sign height (including poles) shall not exceed twenty feet (20'). The sign face itself shall not exceed three feet (3') in height and thirty feet (30') in width.
 8. *Information Sign:* Signs visible from the public right-of-way shall have a maximum size of four (4) square feet in sign area.
 9. *Legal Notices:* The signs are exempt from the requirements of this Article; however, they must comply with provisions of the clear-sight triangle.
 10. *Pennant:* These displays may be used in addition to the regular signage allowed per business.
 11. *Point-Of-Sale Sign:*
 - a. This sign shall limit its advertisement to the product, its price, and/or its manufacturer.
 - b. The cumulative sign area for these signs shall not exceed twenty (20) square feet.
 - c. Each sign shall be no larger than two (2) square feet in sign area.
 12. *Portable Sign:*
 - a. Portable signs, although not incorporating a permanent footing in their design, shall be temporarily securely anchored to the ground to prevent overturning in high winds.
 - b. Portable signs shall be placed on level ground only or leveled during setup.
 - c. Portable signs shall for purposes of this Article be subject to all on-premises provisions governing freestanding signs.
 13. *Product Identification Sign:* Sign shall be placed on the structure and shall not exceed one-third ($\frac{1}{3}$) square foot in sign area.
 14. *Projection Sign:* A Projection Sign may not extend beyond the property line of the building upon which it is attached without an encroachment permit. The sign may be of any size that is allowed for that building, however it may not project more than five (5) feet from the building and it must maintain clearance to the ground greater than eight (8) feet. The method of attachment must conform to requirements of the City's Building Codes.
 15. *Streamers:* These displays may be used in addition to the regular signage allowed per business.
 16. *Wall Sign:* No wall sign may extend more than twelve inches (12") (depth) out from the wall to which it is attached.
 17. *Window Sign:*
 - a. Permanent window signs may be substituted for wall signage with a corresponding reduction of wall signage.
 - b. A window sign does not include merchandise or models of products or services incorporated in a window display.
 - B. *Residential Zones:* The following sign types are permitted: development identification sign, directional sign, garage sale sign, government sign, house or building sign or nameplate, legal notices, model complex sign, national, State and corporate flags, political sign, private sale or event sign, historic designation plaques, real estate sign, and Home Occupation Signs as follows:
 1. One single face sign that identifies trade or services conducted within a residence.
 2. The sign shall not exceed the area specified in Article 11-5-4.

3. The sign shall not be illuminated.
4. the sign shall be attached and parallel with the dwelling.
5. only one sign shall be allowed per dwelling unit.

C. *Commercial and Industrial Zones:*

1. *Attached Sign:* One and one-half (1½) square feet of signage for each linear foot of exterior wall. The sign(s) shall be placed on the side of the building used to calculate the square footage of the sign. The following are considered attached signs: awning/canopy/marquee (with signage on them) signs, banners, roof signs, window signs and wall signs. These attached signs are subject to the design standards of all applicable codes.
2. *Freestanding Signage:* These signs must comply with the following conditions:
 - a. Locations which permit freestanding signs are determined by zoning districts along specific segments of streets (see Development Standards).
 - b. Maximum height and minimum setbacks for freestanding signs are determined by street classification. See Appendix 1, Development Standards, Section 11-13-2.11 of this Article.
 - c. Individual freestanding signs shall be limited to those businesses which own direct, unobstructed (on-site) access to the public street.
 - d. Frontage on a controlled access public street, where under normal conditions a driveway permit would not be granted to that business, shall not be included in the calculation for freestanding signage.
 - e. Size of freestanding signs are determined as follows:

Linear Street Frontage	Size Allowed
0—100 feet	100 square feet
101—300 feet	150 square feet
301—600 feet	200 square feet
>600 feet	200 square feet

On buildings with more than one street frontage, only one street frontage shall be used to calculate the permitted sign size, height, and number of signs.

- f. Number of freestanding signs is limited to one per parcel, except where the frontage of the parcel exceeds six hundred (600) linear feet. For those parcel, two (2) freestanding signs are permitted, provided there is a minimum distance of two hundred feet (200') between the signs.

Sec. 11-13-2.5. Off-Premises Signs.

- A. *Attached Signs:* Attached sign may be permitted on a building under the following provisions:
1. *Location:* The off-premise sign may only be located on a commercially zoned building.
 2. *Size:* The cumulative square feet of allowable signage for the host building may not be exceeded. The square footage of the off-premise sign shall be added to all other signs on the building in order to ascertain that the total allowable square footage is not being violated.
 3. *Distance:* The content of the off-premise sign may be goods, services, or another business that is located within the corporate limits of the City of Truth or Consequences.

-
- B. *Bench Signs:* With the approval the City Commission, bench signs may be placed in the public right-of-way along bus routes or in areas frequented by pedestrians. Bench signs are exempt from the location provisions for freestanding.
- C. *Billboards:*
1. *General Location:*
 - a. All billboards shall be located only in areas zoned Commercial or Industrial and only along streets designated as major arterials or interstate highways, billboards shall not be located within any other zoning district.
 - b. Billboards must be located along street segments having a minimum of five (5) percent office, commercial and/or industrial zoning.
 - c. No billboards will be erected within the downtown area as defined in Section 11-13-2.3 of this Article.
 2. *Total Sign Area, Spacing, Height, Location, And Setbacks:* Billboards shall be subject to the following requirements:
 - a. Billboards located along interstate highways (also known as "Freeway Billboards") shall not exceed four hundred (400) square feet of total sign area, shall be spaced a minimum of one thousand feet (1,000') apart measured radially and shall not exceed forty feet (40') in height measured from ground level.
 - b. Billboards located along major arterials (also known as "Street Billboards") shall not exceed three hundred (300) square feet of total sign area, shall be spaced a minimum of one thousand feet (1,000') apart measured radially and shall not exceed thirty feet (30') in height measured from ground level. There shall be a minimum clearance of fifteen feet (15') measured from the ground level to the bottom of the billboard face.
 - i. Street billboards may only be located within one (1) mile of the end (as defined by the State Department of Transportation) of an Interstate 25 off-ramp.
 - c. A maximum of two (2) faces, parallel back-to-back is permitted, provided both faces are of the same size and attached to the same pole(s) for support.
 - d. Billboards shall be supported by a maximum of two (2) upright poles.
 - e. Vertical or horizontal stacking of billboards is prohibited.
 - f. Billboards shall be setback a minimum of Five feet (5') from the property line fronting along major arterials and thirty feet (30') from the property line fronting along interstate highways. In each case there shall be a minimum of five feet (5') setback from all other property lines measured from said property lines to any portion of the billboard structure.
 - g. Billboards shall have a minimum sign area of seventy-two (72) square feet.
- D. *Garage, Private Sale Or Event Sign:*
1. Signs may be used to advertise any event listed above provided that the signs are not over three (3) square feet in sign area, and are used only during the duration of the event.
 2. The person erecting the sign and/or the property owner at the sign location shall be responsible for the sign removal and all other requirements concerning signs.
- E. *Government Signs:*
1. Traffic-control and similar signs are exempt from all requirements of this Article.

-
2. Building identification signs and similar signs do not require permits; however they must meet the numerical requirements of this Article.

F. *Political Signs:*

1. No individual sign shall exceed thirty-two (32) square feet in sign area.
2. All political signs may be erected no sooner than ninety (90) days before the election to which they pertain and shall be removed within ten (10) days following same election.
3. Advertising on a duly permitted billboard shall be exempt from the size and time limits herein stated.

G. *Vehicle Signs:*

1. A vehicle may have a sign placed upon it if the vehicle is for sale and the purpose of the sign relates to its sale; or
2. A vehicle may have a sign placed upon it if the vehicle is contributing to the legitimate purposes of the business for which it is used; and
3. A vehicle with a vehicle sign may not be parked on or within thirty (30) feet of a public right-of-way for longer than one hour, except if the vehicle is for sale.

Sec. 11-13-2.6. Temporary Signs.

- A. *Construction/Renovation Signs:* The signage shall not exceed sixty-four (64) square feet in sign area, and shall not be erected until a building permit has been secured. The sign shall be removed no later than fourteen (14) days after the issuance of a certificate of occupancy or the building permit expires.

1. Signs less than sixteen (16) square feet in sign area do not require a sign permit and shall not be assessed a permit fee.
2. Signs which exceed sixteen (16) square feet in sign area require a sign permit and shall be assessed the applicable permit fee.

B. *Real Estate Signs:*

1. *Residentially-Zoned Lots Or Parcel:*

- a. *Less than 1 (one) acre:* one sign per street frontage not to exceed four (4) square feet in per sign. Sign(s) shall not exceed seven feet (7') in height.
- b. *1.01 to 5.00 acres:* one sign per street frontage not to exceed thirty-two (32) square feet in sign area per sign. Sign(s) shall not exceed eight feet (8') in height.
- c. *5.01 to 10.00 acres:* two (2) signs not to exceed thirty-two (32) square feet in sign area per sign. Sign(s) shall not exceed eight feet (8') in height.
- d. *Greater than 10.00 acres:* three (3) signs not to exceed thirty-two (32) square feet in sign area per sign. Sign(s) shall not exceed eight feet (8') in height.

2. *All Other Zoned Lots Or Parcels:*

- a. *Less than 1.00 acre:* one sign per street frontage not to exceed sixteen (16) square feet in sign area per sign. Sign(s) shall not exceed eight feet (8') in height.
- b. *1.01 to 5.00 acres:* one sign per street frontage not to exceed thirty-two (32) square feet in sign area per sign. Sign(s) shall not exceed ten feet (10') in height.
- c. *5.01 to 10.00 acres:* two (2) signs not to exceed thirty-two (32) square feet in sign area per sign. Sign(s) shall not exceed fifteen feet (15') in height.

-
- d. *Greater than 10.00 acres:* three (3) signs not to exceed sixty-four (64) square feet in sign area per sign or two (2) signs not to exceed one hundred twenty-eight (128) square feet in sign area per sign. Sign(s) shall not exceed fifteen feet (15') in height.
- 3. *Real Estate Directional Signs:* These signs shall not exceed six (6) square feet in sign area.
 - 4. *Model Complex Signs:* These signs shall be located on the project site and conform to the following requirements:
 - a. One sign per complex not to exceed thirty-two (32) square feet in sign area.
 - b. One sign per model not to exceed four (4) square feet in sign area.
 - c. Signs are to be removed when the complex ceases to be a model home complex.
 - 5. *Removal Of Signs:* Signs shall be removed within 14 (fourteen) days after closing of sale or lease of property.
 - 6. *Placement Near Public Ways:* No real estate signs shall be erected in the public rights-of-way or in clear-sight triangles.
 - 7. *Exception To Permit and Fee Requirements:* Signs which do not exceed sixteen (16) square feet in sign area do not require a sign permit and shall not be assessed a permit fee.
 - 8. *Permit and Fee Required:* Signs which exceed sixteen (16) square feet in sign area require a sign permit and shall be assessed the applicable permit fee.
- C. *Promotional Displays:*
- 1. *Commercial:* In addition to authorized attached and freestanding signs, occasional events requiring special advertising shall be subject to the following conditions:
 - a. Each business shall be limited to one freestanding and three (3) attached signs. Each sign shall not exceed ten (10) square feet in size.
 - b. Displays incorporating balloons, banners, streamers, flags and pennants will be permitted and are not limited to size and number.
 - c. Each business shall be allowed one permit for a grand opening display during its first six (6) months of operation. The permit for this display shall be for twenty (20) consecutive days.
 - d. Each business shall be allowed six (6) promotional displays during each calendar year. The permit for each of these displays shall be for ten (10) consecutive days.
 - e. Each business shall be allowed one bona fide going out of business display. The permit for this display shall be for sixty (60) consecutive days.
 - f. The applicant shall provide to the Sign Administrator the name and address of the business where the display is to be placed and the first day of the display. No portion of a display (i.e., structure or sign) shall be erected prior to the first day of the event as stated on the permit.
 - 2. *Residential:* In the event of an open house or other similar showing, the following displays and conditions shall apply:
 - a. Displays incorporating pennants, flags, streamers, banners, open house signs, welcome signs and other like signs will be allowed.
 - b. The sign display may be erected any time on the day prior to the event and must be removed within twenty-four (24) hours following the event.

Sec. 11-13-2.7. Signs Not Requiring Permits.

Accessory use signs:

Change of copy on legally established signs.

Construction/renovation signs (those not exceeding sixteen (16) square feet in sign area).

Decorations for national holidays or community-wide festivals and fiestas.

Directional signs.

Flags/decorations.

Garage sale signs.

Government signs.

House or building signs or nameplates.

Information signs.

Legal notices.

Model complex signs (those not exceeding sixteen (16) square feet in sign area).

National, State and corporate flags following accepted flag protocol.

Pennants.

Point-of-sale signs.

Political signs (except billboards).

Private sale or event signs.

Product identification signs.

Promotional displays—Residential.

Railroad signs.

Real estate broker identification signs.

Real estate directional signs.

Real estate signs (those not exceeding sixteen (16) square feet in sign area).

Streamers.

Vehicle signs.

Sec. 11-13-2.8. Prohibited Signs.

- A. Any sign not expressly permitted within this Article is prohibited.
- B. Any sign constructed to resemble any official marker or sign normally erected by City, State or Federal Government agency or a sign using words, phrases, movement, symbols or characters in such a manner as to interfere with, mislead or confuse traffic.
- C. A sign advertising activities that are illegal according to Federal or State laws, rules or regulations and County or City ordinances or resolutions.

-
- D. Any sign erected on, attached to or painted on retaining walls, fences, rocks of natural features. This prohibition shall not include development identification signs placed on walls used for landscaping purposes.

Sec. 11-13-2.9. General provisions.

A. *Calculation of Sign Area:*

1. The cumulative area of all attached signs shall be used to determine that the total cumulative sign area does not exceed the total sign area allowed for that building.
2. The area of a freestanding sign is measured by determining the sign area of all sides that are visible from any one vantage point, except only one side of a sign shall be measured if the two (2) sides are back to back or separated by an angle of forty-five degrees (45) or less. If the two (2) sides are not of equal size, the larger side shall be measured.

B. *Variances:*

1. *Administrative Variance:* There shall be no administrative variances issued for any provision addressed in this Article.
2. *Variance allowed:* Any sign variance request must be reviewed and acted upon by the Planning and Zoning Commission in the manner established by the City Comprehensive Planning and Zoning Code.
3. *Design Excellence:* Since it is the goal of the City to promote excellence in design, in addition to the established requirements for the issuance of a Variance, the Planning and Zoning Commission may allow signs that exceed the requirements of this Code if the proposed sign is considered to have a quality of architecture, design or construction that far exceeds normal sign standards. If a sign exhibits an excellence in design and construction the Commission may allow a twenty (20) percent increase in sign area and/or height.

C. *Structural Requirements:*

1. All signs shall conform to the structural design requirements set forth in the International Building Code and companion documents.
2. Sign permit applications for freestanding signs must conform to the City Building Code requirements.

D. *Sign Maintenance And Removal:*

1. *Damaged Signs:* When any sign is substantially damaged, destroyed, taken down or removed for any purpose other than copy change or normal maintenance operation, it shall not be re-erected, reconstructed or rebuilt except in full compliance with this Article.
2. *Unsafe Signs:* If, in the opinion of a Sign Administrator or designee, any sign becomes unsecured, unsafe or subject to fall, the Sign Administrator upon supported findings shall give written notice of the sign's condition to the person responsible for the sign (owner or lessee). The person so notified, shall correct the unsafe condition of the sign and within seven (7) working days. The repair or replacement of the sign shall be done in conformance with the provisions of this Article.
3. *Maintenance:*
 - a. All signs shall be kept in good repair, both structurally and in appearance. All braces, bolts, clips, fastenings and supporting frame shall be securely affixed to the support structure or wall and shall be free from insect infestation, rot or other deterioration.
 - b. If the message portion of a sign is not maintained or if it is removed, leaving only the supporting "shell" of a sign or the supporting braces, anchors or similar components, the owner of the sign or the owner of the property where the sign is located or other person having control over such

sign shall, within thirty (30) days of the removal of the message portion of the sign, either replace the entire message portion of the sign or remove the remaining components of the sign. The subsection shall not be construed to alter the prohibition on the replacement of a non-conforming sign. Nor shall this subsection be construed to prevent the changing of the message of the sign.

4. *Repair, Alteration or Removal of Signs:* Any written notice to repair, alter or to remove a sign will be sent via certified mail by the Sign Administrator to the owner, lessee, or person responsible for the sign. If such order is not acted on within seven (7) days, the Sign Administrator may initiate proceedings contained herein to revoke the permit and remove the sign at the expense of the owner, lessee, or person responsible for the sign.
5. *Unlawful Signs:* If any sign is installed, erected, constructed or maintained in violation of any of the terms of this Article, or the applicable code it was erected under, the City may issue a written warning to the sign owner, lessee, property manager or landowner. This warning shall outline the violation(s) and order the designated responsible party to bring the sign into compliance with this Article and any other applicable codes within fourteen (14) days from the date of the warning. Only one warning per violation will be issued. Said warning shall remain in effect for the duration of the business.
6. *Violations and Penalties:* Any person who shall violate any provision of this Article shall be guilty of an offense and shall, upon conviction thereof, be punished as provided in Section 1-4-1 of the City Code. Each day in which any violation shall occur shall constitute a separate offense. In addition, the City Attorney is hereby authorized to take all actions, both legal and equitable, necessary to ensure compliance with this Article.

E. *Non-conforming Signs:*

1. Subject to the remaining restrictions of this Section, non-conforming signs that were otherwise lawful (i.e. had a lawfully issued permit by the City) on the effective date of this Article may be continued.
2. No person may engage in any activity that causes an increase in the extent of nonconformity of a non-conforming sign. Without limiting the generality of the foregoing, no non-conforming sign may be enlarged or altered in such a manner as to aggravate the non-conforming condition. Nor may illumination be added to any non-conforming sign.
3. Any change in the use of any building or property on which a non-conforming sign is located, will require that all non-conforming signs on that property be brought into compliance with all applicable provisions of this Article within nine (9) months of said change.
4. A non-conforming sign may not be moved or replaced except to bring the sign into complete conformity with this Article. For the purpose of this subsection, "replaced" means the replacing of any or all parts of a sign that would extend the normal life span of a sign. An example is replacing wood pole supports with metal I-beam supports.
5. If a non-conforming sign is destroyed, damaged or in need of repair, it may not thereafter be repaired, reconstructed or replaced except in conformity with all the provisions of this Article and the remnants of the former sign structure shall be cleared from the land. For purposes of this subsection, a non-conforming sign is "destroyed" if damaged up to fifty (50) percent of the cost of repairing the sign to its former stature or if the cost of replacing it equals or exceeds the tax value (tax value if listed for tax purposes)/sign valuation (as stated on the original permit) of the sign so damaged, whichever is less.
6. The message of a non-conforming sign may be changed so long as this does not create any new non-conformities (for example, by creating an off-premises sign under circumstances where such a sign would not be allowed).

-
7. If a non-conforming sign other than a billboard advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted, that sign shall be considered abandoned and shall be removed within ninety (90) days after such abandonment by the sign owner, owner of the property where the sign is located or other person having control over such sign.
 8. If a non-conforming billboard remains blank for a continuous period of ninety (90) days, that billboard shall be deemed abandoned and shall be altered to comply with this Article or be removed by the sign owner, owner of the property where the sign is located or other person having control over such sign. For purposes of this subsection, a sign is "blank" if:
 - a. It advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted; or
 - b. The advertising message it displays becomes illegible in whole or substantial part; or
 - c. The advertising copy has been removed.
 9. The City shall reserve the right to remove a non-conforming sign in accordance with State law.
 10. This subsection shall not apply to any benches placed under the terms of any contract in effect on the date of passage of this Article.
- F. *Permits:* Sign permits shall be required for all signs unless otherwise stated in this Article.
- G. *Sign Placement Provisions:*
1. No sign shall be permitted to violate the "clear-sight triangle" as defined in the City Zoning Code.
 2. No sign shall obstruct any door, stairway, fire escape or opening intended to provide ingress and egress for any building or structure.
 3. Signs may not be located in a manner that obscures or interferes with the effectiveness of any official sign, signal or device. A sign shall not be placed at any location where it obscures or interferes with the clear view of any traveler on any street.
 4. No sign shall be constructed within any public right-of-way or sidewalk nor shall any portion of any sign extend onto or over a public right-of-way or sidewalk unless a specific exception is provided for elsewhere in this Article.
 5. No permit for a sign that extends beyond private property onto a public street, public sidewalk or public alley will constitute a permanent easement. Every such permit shall be revocable by the Sign Administrator. The City shall not be liable for any damages to the owner because of such revocation.
 6. No banner shall be erected across any street or sidewalk in the City unless express (written) consent has been granted by the City Commission.
 7. Any sign extending over an area intended for pedestrian use shall not be less than seven feet four inches (7'4") above the finished grade below it.
 8. No sign shall be placed on any property without written consent of the owner(s) or the owner(s)' authorized agent.
 9. No part of any sign may protrude into the setback except in the following instances:
 - a. If the right-of-way extends fifteen feet (15') beyond the back of curb, a sign may be placed on the property line. A written agreement between the City and the property owner shall be initiated to assure that the said sign will be relocated at the owner's expense in the event that the roadway is ever widened at the sign location.

-
- b. Real estate signs may be located within the setback; however, they shall not encroach in any way into the public right-of-way or clear-sight triangles.
 - 10. Every sign shall be identified by a label, nameplate or trademark designating the manufacturer and installer of the sign. Signs not requiring permits shall be exempt from this provision.
 - 11. No sign (temporary or permanent) shall be placed on private property with the exception of signs lawfully permitted. Any unlawful sign found in a public right-of-way or on public property shall be summarily removed by the Zoning Administrator or his/her designee.

H. *Lighting Provisions:*

- 1. *Shading:* Light from any (light) source intended to externally illuminate a sign shall be shaded, shielded, or directed in such a way so that the light intensity or brightness shall not adversely affect the safe vision of pedestrian or vehicle operators on public or private streets, driveways, or parking areas, and shall not adversely affect any of the surrounding premises. Illumination from any sign shall not interfere with the effectiveness of any official traffic sign, signal or device.
- 2. *Types of Lighting:* Any type of lighting may be used to either illuminate a sign or may be the sign itself as long as said lighting meets the requirements of this Article.
- 3. *Distance:* Signs which face residentially zoned parcels having a linear distance of seventy five feet (75') or less from the zone shall not be illuminated.
- 4. *Residential Zones:* Signs in residential zones shall not be illuminated with the exception of a house or building sign or nameplate.
- 5. *Dark Sky:* The State of New Mexico Dark Sky Legislation requires that all lighting be shielded in order to prevent the escape of light into the sky. This not only requires the use of shields but also does not allow the use of "up-lighting" or the use of lights in any manner that will cause light to be emitted in an upward direction.
- 6. *Movement:* Signs that simulate movement by use of lighting may be allowed at the discretion of the Planning and Zoning Commission. The Commission must make a finding that stipulates that said movement will not cause an undue distraction to motorists and thereby be classified as a traffic hazard.

Sec. 11-13-2.10. Enforcement.

A. *Offenses:*

- 1. Every violation of this Article constitutes an offense.
- 2. Each day a violation of this Article exists constitutes a separate offense.

B. *Enforcement Authority:*

- 1. The Zoning Administrator is authorized to issue citations for violations of this Article and file criminal complaints in Municipal Court alleging violations of this Article.
- 2. The Municipal Court may impose a fine for each offense, as provided in the City of Truth or Consequences City Code for each day the violation is found to have occurred. In addition to any fines thus imposed, the Municipal Court is authorized to issue orders for removal or other judgments. Failure to pay fines previously imposed shall constitute contempt of court and may be separately punished at the discretion of the Municipal Court.

Sec. 11-13-2.11. Freestanding Sign Development Standards.

Table 1: Maximum Sign Height By Street Classification (In Feet)

Street Classification	Zone Classification	
	Residential Industrial	Commercial
Local		
12	0	8
Collector		
12	0	12
Minor arterial		
12	0	12
Major arterial		
18	0	18
Freeway*		
26	0	**

* In order for a sign to be considered to be freeway oriented it must be located within 300 feet of a freeway right-of-way and must be visible from said freeway. The maximum square footage per sign shall be the same as that of other signs.

** The maximum height shall be determined by the City Commission upon recommendation by the Planning and Zoning Commission through the Special Use Permit process established by the City Comprehensive Planning and Zoning Code. It shall be the applicant's responsibility to propose the need for the height of the sign based on visibility from the freeway. The City Commission may establish the height of the sign based on information provided by the applicant, recommendation by the Planning and Zoning Commission, public input, or on any other pertinent facts the Commission may deem appropriate.

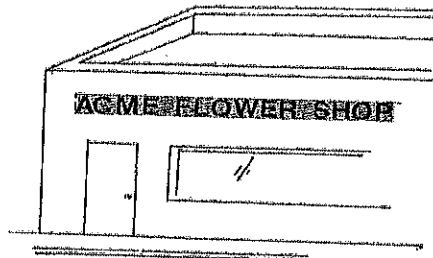
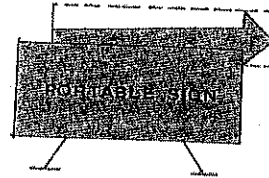
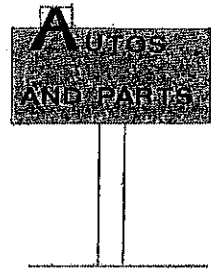
NOTE: Freestanding signs which are allowed by right and erected in the zones listed above shall follow those height requirements enumerated above, unless specific requirements are stated elsewhere in this Article.

Table 2: Minimum Setback By Street Classification

Street Classification	Front Setback	Side
Local		
side yard	10 feet from property line	5 feet
Collector		
side yard	12 feet from property line	5 feet
Minor arterial		
side yard	15 feet from property line	5 feet
Major arterial		
side yard	15 feet from property line	5 feet

The following illustration are to be used only for assistance in applying the regulations contained in this Code, they are for illustrative purposes only.

DETERMINING SIGN AREA

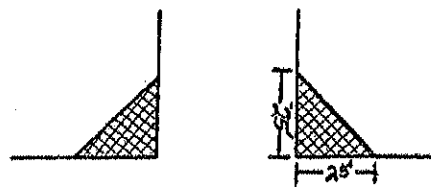


--- Indicates boundary to be used to calculate sign area in the event the applicant does not provide the actual square footage of the sign.



SHADED AREA INDICATES SIGN AREA

DETERMINING SIGN AREA



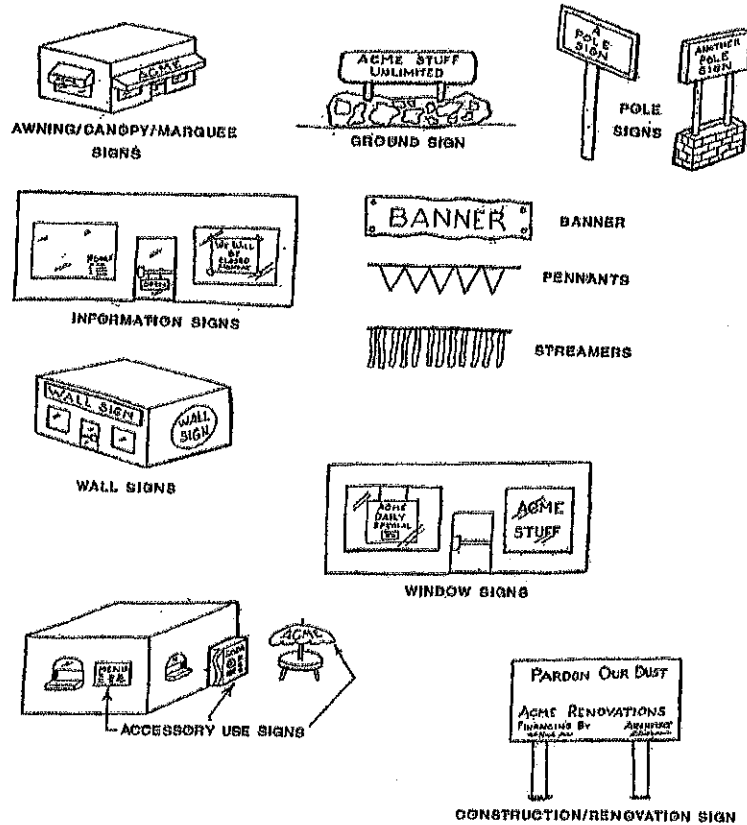
Clear Site Triangle

STREET



CLEAR SIGHT TRIANGLE

ON-PREMISE SIGNS
(FOR ILLUSTRATIVE PURPOSES ONLY)



ON-PREMISE SIGNS

Sec. 11-13-3. Residential Fence and Wall Requirements.

A. HEIGHT.

1. Six (6) foot maximum height above ground surface level shall be permitted on any part of the required front yard, provided such fence is in accord with subparagraph 3 below. A three (3) foot maximum height wall above ground surface shall be permitted on any part of the required front yard.
2. An eight (8) foot maximum height fence or wall above ground surface level shall be permitted on any part of the lot that is to the rear of the required front yard(s), provided such wall is in accord with subparagraph 3 below and is constructed to New Mexico Building Code standards.
3. There shall be no fence, wall or obstruction more than three (3) feet above street curb level within the clear sight triangle, as defined under "Clear Sight Triangle" in Article 8 of this Code, or in the clear sight triangle for entry and exit or off-street multi-parking area.
4. A wall retaining four (4) or more feet of soil must be designed and stamped (signed) by a Professional Engineer, registered in the State of New Mexico.

-
- B. **EXCLUSION FROM PUBLIC RIGHT-OF-WAY.** No wall or fence shall be permitted in a public right-of-way.
 - C. **WALL AND FENCE FOR SWIMMING POOLS.** All swimming pools or yards in which swimming pools are located shall be completely enclosed by a wall or fence at least four (4) feet in height.
 - D. **BARBED WIRE FENCE.**
 - 1. **Security Fences:** Barbed wire is not permitted except when located at least six (6) feet above the highest adjacent ground surface.
 - 2. **Other:** Barbed wire fence other than security fence, described above is permissible only in T-1 District.
 - E. **ELECTRICAL FIELD FENCE.** Electrical field fence is permissible only in T-1 District and shall be only utilized for Livestock fence.
 - F. **EXCEPTIONS.**
 - 1. Tennis courts may have walls or fences a maximum of sixteen (16) feet in height, provided they shall be located in the side or rear yard and shall be seven (7) feet from any property line.
 - 2. Walls and fences may be eight (8) feet in height in the rear yard of double-frontage lots, provided all such adjacent yards between the two intersection streets are also rear yards.
 - 3. Fences or walls eight (8) feet or less in height as measured from the highest directly adjacent ground surface may be permitted on any part of a lot that is as far back from streets and lot lines as minimum required setbacks.

Sec. 11-13-4. Commercial and Manufacturing Fence and Wall Requirements.

- A. **HEIGHT:**
 - 1. A six (6) foot maximum height above ground surface level fence or wall shall be permitted on any part of the required front yard, provided it is in accordance with subparagraph 3 below.
 - 2. An eight (8) foot maximum height above ground surface level fence or wall shall be permitted on any part of the lot that is to the rear and the required front yard(s) in commercial District, and in all yards in a manufacturing District, provided such construction is in accord with paragraph #3 below and is constructed to New Mexico Building Code standards.
 - 3. There shall be no fence or wall more than three (3) feet of total height above street-curb level within the clear-sight triangle as defined under "Clear Sight Triangle" in Article 8 of this Code, or in the clear-sight triangle for entry and exit of off-street multi-parking area.
- B. **EXCLUSION FROM PUBLIC RIGHT-OF-WAY.** No wall or fence shall be permitted in public right-of-way.
- C. **WALLS AND FENCES FOR SWIMMING POOLS.** All swimming pools or yards in which swimming pools are located shall be completely enclosed by a wall or fence at least four (4) feet in height.
- D. **BARBED WIRE FENCES.** Barbed wire is not permitted, except when located above a wall or fence that is at least six (6) feet in height.
- E. **EXCEPTIONS.**
 - 1. Tennis courts may have walls or fences a maximum of sixteen (16) feet in height, provided they shall be located in the side or rear yard and shall be seven (7) feet from the property line.
 - 2. A six (6) foot height fence shall be permitted in the front yard of any apartment complex over twenty (20) units, and for patios or courtyards in townhouses or condominiums, except as otherwise prohibited in the clear sight triangle.

-
3. Walls and fences may be eight (8) feet in height in the rear yard of a double-frontage lot, provided all such adjacent yards between the two (2) intersecting streets are also rear yards.

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date 8-11-2025 Address Location of Proposed Love's Travel Stop

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, AUGUST 11, 2025**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, August 11, 2025 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman - Absent
Susan Buhler, Vice Chairman
Esther Luchini, Member
Lisa Kent, Member
Molly Hammer, Member

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy Clerk
Abigail Rieth, City Clerk Admin Assistant
Amanda Forrister, Mayor Pro-Tem

1. APPROVAL OF AGENDA:

Member Luchini made a motion to approve the agenda, **with the removal of item 4-C.**
Member Kent seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) July 11, 2025.

Vice Chairman Buhler: I have one correction, on page 16. Actually it's two small corrections. Under my comment, it's the word "for" the people [instead of "in"] and then the one underneath it, and you "have" provided lots of good things.

Member Kent made a motion to approve the minutes. Member Hammer seconded the motion. Motion carried unanimously.

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

There were no comments from the public.

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

4. PUBLIC HEARINGS (5 Minute Rule Applies)

- a) Public Hearing/Discussion/Action: Variance Request pertaining to proposed Love's Travel Stops and Country Stores – Parcel 2894953670728 Article XIII Sec. 11-13-2.4 subsections 2F and 2D.**

Vice Chairman Buhler opened the public hearing.

Proponents: None

Opponents: None

Assistant City Manager Alvarez: Before you today, we have a request for a Variance pertaining to the proposed Love's Travel Truck Stops signs. Per our city ordinance, on freestanding signs, the applicant is allowed two signs and they are requesting three within one area, and another section, the applicant is requesting additional signage square foot of an area in height. Within your documents, you have the sign ordinance as well as a presentation and visuals of the signs that are being proposed. All required documents have been submitted to the city, and we have received all the fees. All property owners within 100-foot radius have been notified. Applicant is in the audience to present as well.

Barbara Peck, Large Developments Engineer: My name is Barbara Peck, I represent Love's Travel Stops on this item. In your packet, there are some visual demonstrations of the various signs, as Assistant City Manager Alvarez mentioned. I was going to talk about each one individually, if you will. I'd like to start with the smallest sign, I think it's going to be the very last page of our item, you will see an image like this one.

Vice Chairman Buhler: What page might that be on?

Barbara Peck, Large Developments Engineer: It looks like it's page 86 of the packet. So, what we're demonstrating here is our request, and [The small sign on the left of page 86 of the packet] is the ordinance for directional signs within the property, and the challenge that our primary customers have with these signs is by the time they get close enough to them where they need to be reading them, they're beneath their level of being able to be read. So, we like to do the 4x8 signs, there is only one of these on the premises that would be required, and if you go back a couple of pages, it looks like this (page 78 of the packet). This is exactly the language that would be on the signs, it directs the trucks to go forward, and the cars where they are to turn so that they don't mingle in the fueling dispensers. So it gives them the safety and directional knowledge of where to go within the site. This is not on a roadway, this is within the driveway confines of the site, so it's actually interior to the site. So that is one of the requests for the Variance there, is in the area of that direction sign. The next one that we'll take a look at is the cat scale sign (page 82 of the packet). So this is the third freestanding sign, the one that would be for the Variance. This is also within the interior of the site, I'd be happy to show you where it is on the site plan, it's at the end of the diesel fueling canopy, and the sign height and breath helps the truck drivers to drive the truck into the scale that they have to

weigh on to be in compliance for DOT standards, before they leave our site. So that's kind of how that sign is designed, is to help them guide their truck into that space in the proper fashion so that they can get weighed in and stay in compliance. You'll see several pages with multiple pictures, it looks like you're driving down the interstate (pages 65-72 of the packet). In those photos you will see, if you look very closely, the rendering of the high-rise sign that we're proposing for the site, the high-rise sign is 95 feet tall, and it is approximately, I believe it says 982 square feet, the ordinance is 200 square feet. As you can see from those renderings, though, because of the distance from the interstate, which we are in compliance with the 300 feet from the interstate, but when they're coming down the interstate, we want them to see it above elevation of the bridge and the hills and that sort of thing, and time to make safe maneuvers to take the exit in time. So that's how those images are rendered, the digital one's probably easier to look at, because you can zoom in on it, but that would be the other Variance that we're asking for, and we're asking for that sign height of the 95 feet, to clear those, the bridge, I believe, and the hills coming from the other direction. I'm happy to answer any questions you might have.

Vice Chairman Buhler: I did have one question, are they all electric? Are they electric, or are any of them solar? The signs.

Barbara Peck, Large Developments Engineer: They are electric.

Member Luchini: Is gas really 99 cents a gallon?

Barbara Peck, Large Developments Engineer: If only, we are all hopeful. And you will see on the high-rise rendering that is in the packet on a different page (page 73 of the packet) that is was still showing the Godfather's that we mentioned many moons ago. So if you look later in the packet, it has the correct high-rise sign that has the Arby's listed on it.

Vice Chairman Buhler: I'll open this up for discussion. Is there any discussion in regards to the signs?

Member Hammer: I know we did have one constituent come to speak at a couple meetings, she was concerned about the dark skies stipulation, and I see that there is a provision here saying that these will have shields to prevent them from uplighting, I guess that's a concern with the dark skies.

Barbara Peck, Large Developments Engineer: Yes, Ma'am.

Member Hammer: And you won't be seeking a Variance on that?

Barbara Peck, Large Developments Engineer: We are not seeking a dark skies Variance.

Member Kent: So this picture (page 76 of the packet) is what it'll look like with the Love's over on the left, and this giant Arby's hat on the right? Not like, down here [under the gas prices]?

Barbara Peck, Large Developments Engineer: That's correct.

Member Luchini: And this price is 88 cents.

Barbara Peck, Large Developments Engineer: We're all still praying.

Member Hammer: Esther is going to hold your feet to the fire on these gas prices.

Barbara Peck, Large Developments Engineer: I don't blame her.

Member Kent: So what, okay, now I'm getting confused. So what's this sign (page 77 of the packet)

Barbara Peck, Large Developments Engineer: So that sign is at the entrance to the property on Cemetery Road.

Member Kent: Ok thank you I just saw that.

Barbara Peck, Large Developments Engineer: Yes. I really appreciate the opportunity to present this to you guys, I think we're really getting close to the finish line and we're very excited to continue to move forward, and we just would respectfully ask for your approval.

Member Hammer: I think most of these signs promote safety for your truck drivers, so they know where to go and they don't pass a sign and they don't know where to turn around, and I see that that would be really confusing and possibly dangerous, especially in the middle of the night if they don't know where they're going. So, I'm for additional signage for that reason. I don't have any further comments I guess, on this.

Member Kent: I'm curious, well, I guess it doesn't really matter, I mean, there are those blue highway signs as you get near places that'll say "Food Available" and there'll be signs of what food, it'll say "Gas Available" and each place can put their thing there, so are you using those in any way, or you're just going with these giant lit up?

Barbara Peck, Large Developments Engineer: We will try to secure the blue signs as well if there's places remaining on them, but that is entirely up to the DOT so we do try to do our own signage, and it is generally, we hope, visible at a distance that gives the drivers time to react, whereas the blue signs are usually very close to the exit most of the time, sometimes far enough out, but sometimes not. So we do try to secure those as well.

Member Luchini: I have no questions.

Member Hammer: I'm finished too.

Vice Chairman Buhler: Can we have a motion?

Assistant City Manager Alvarez: Vice Chair, if I could interrupt for a moment, if we could open up the public hearing, if there's any proponents or opponents first?

Vice Chairman Buhler: Okay, we'd like to open up the public hearing, if there are any proponents or opponents that would like to speak?

Deputy Clerk Martinez: We have nobody signed up.

Assistant City Manager Alvarez: Then you can close it.

Vice Chairman Buhler closed the public hearing.

Member Hammer made a motion to recommend approval to the City Commission for a Variance Request pertaining to proposed Love's Travel Stops and Country Stores – Parcel 2894953670728 Article XIII Sec. 11-13-2.4 subsections 2F and 2D. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

- b) Public Hearing/Discussion/Action: Request for a Special Use Permit Renewal at 3500-3710 E. 3rd for the purpose of a Kennel Permit.**

Vice Chairman Buhler opened the public hearing.

Proponents: None

Opponents: None

Assistant City Manager Alvarez: The applicant is requesting approval for their annual renewal. We did approve this permit a year ago, so she's come back to have it renewed. The property is located in the commercial district, kennels are used for housing of the working dogs, a site inspection has been completed, there has been no violation or complaints, she's in compliance with all permitting requirements, applicant is here, as well as Code Enforcement. Because they're the ones that have been out there on-site, I'm going to let Tyler speak first.

Code Enforcement Officer Knull: Good afternoon, as Traci stated, this is a renewal for a kennel permit. The site is in very good condition, the kennels are very well-built, the dogs all have good housing, the dogs all have access to a great amount of water, the dogs are taken care of, and we see no reason to not renew this, it's in perfect compliance of what we ask.

Assistant City Manager Alvarez: And you'll notice, as part of a kennel permit application, it's Code Enforcement or Animal Control that designates how many animals can be allowed, that they can have up to, by reviewing the site, so this particular kennel permit, Tyler said she could house up to 16 dogs at one time. The applicant is here as well, if you'd like to hear from her.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.3

SUBJECT: Loves Utility Improvements discussion
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: August 6, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Loves Utility Improvements discussion.

Recommendation:

-

Attachments:

- N/A

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-27-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.4

SUBJECT: Discussion/Action – P & Z Board recommendation of Approval for Special Use Permit Renewal at 3500-3700 E. 3rd for the purpose of a Kennel Permit.

DEPARTMENT: Community Development

DATE SUBMITTED: August 21, 2025

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

Public Hearing was heard at the P & Z Meeting on 8-11-25. No opponents or proponents – P & Z Board recommends approval of the Kennel Permit Renewal

Recommendation:

Consider the recommendation of the P & Z Board

Attachments:

- P & Z Agenda Packet
- Draft P & Z Minutes

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8/27/25



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 8-11-2025

ITEM:

Public Hearing/Discussion/Action: Request for a Special Use Permit Renewal at 3500-3710 E. 3rd for the purpose of a Kennel Permit

BACKGROUND:

Applicant is requesting approval for their annual renewal for a special use permit for the purpose of a Kennel Permit. Property is located in the C-1 District. Kennels are used for housing working dogs. Site inspection has been completed. No violations or complaints have been received over the last year. Applicant is in compliance with permitting requirements. All required documents have been submitted and fees paid. Applicant is permitted to house up to 16 dogs at one time. Parcel Map shows the parcel the dogs are housed at outlined in yellow, however applicant owns all parcels within the blue outline.

SUPPORT INFORMATION:

Kennel Permit Application
Parcel Map
Findings of Facts Checklist
Applicable Section of Code

Name of Drafter: Traci Alvarez	: Assistant City Manager	Meeting date 8-11-2025
E-mail: talvarez@torcnm.org	Phone: 575-952-0565	

CITY OF TRUTH OR CONSEQUENCES KENNEL PERMIT APPLICATION

Date: 5/6/25
Applicant: Cane Forster
Property Address: 371D E. 3rd
Phone Number: 361-537-2292 Business license number (if applicable): _____
Initial License _____ or Renewal X
**Email Address: CaneForster@gmail.com

Purpose of Kennel Permit: House Working Dogs

Applicant Signature: [Signature]

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

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

Inspected by ACO: Logan Knill Signature Logan Knill Date 05/25/25

Code Enforcement Signature [Signature] Date 06/25/25

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

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

CITY OF TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequences, NM 87901

DATE : 5/6/2025 4:03 PM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00384884

ANPND ANIMAL POUND FEES 25.00
KENNEL PERMIT- FORRISTER 3710 E THIRD-
H
101-1099-34343 -25.00

Check 25.00 REF:1164

APPLIED	25.00
TENDERED	25.00
CHANGE	0.00

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, August 11, 2025 to receive input regarding the following:

Public Hearing/Discussion/Action: Request for a Special Use Permit Renewal at 3500-3710 E. 3rd for the purpose of a Kennel Permit.

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

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

The agenda may be obtained on Friday, August 8, 2025 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Thursday July 17, 2025

6997 7697 2002 0740 0740 7022

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent to Sally Gustin

Street, Apt. No., or PO Box No. 3500 E. 3rd Ave.

City, State, ZIP+4® Corc, NM 87901

PS Form 3800, April 2010 PSN 7530-02-000-9017 See Reverse for Instructions

7011 2970 0003 4775 0438

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage \$

Certified Fee \$

Return Receipt Fee (Endorsement Required) \$

Restricted Delivery Fee (Endorsement Required) \$

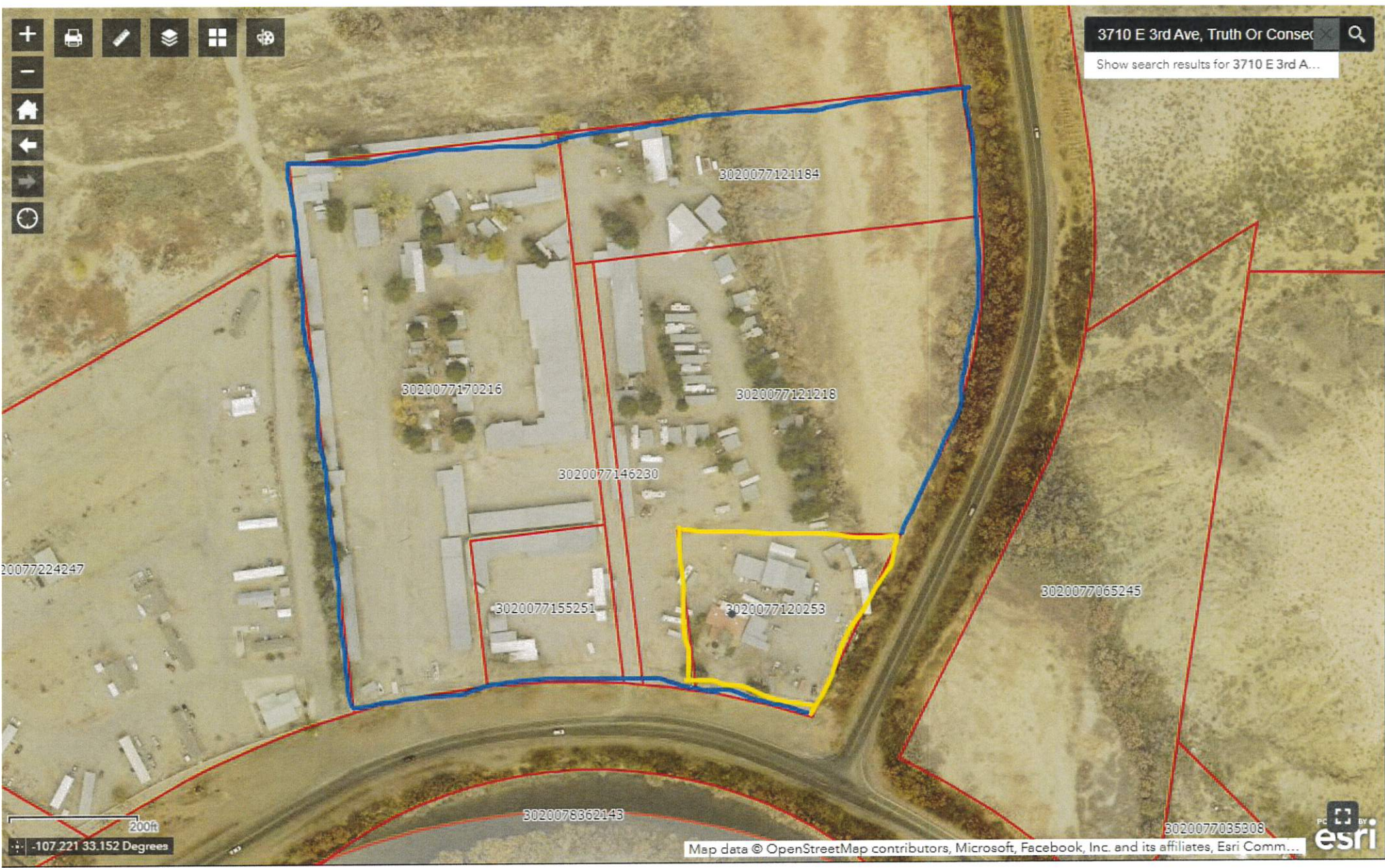
Total Postage & Fees \$

Sent to Lane Forrester

Street, Apt. No., or PO Box No. 3710 E. 3rd Ave

City, State, ZIP+4® Corc, NM 87901

PS Form 3800, April 2010 PSN 7530-02-000-9017 See Reverse for Instructions



Sec. 3-8.1. Multi-animal site permit and kennel permit.

- (a) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit.
- (b) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of animals, said business shall apply for a kennel permit.
- (c) Animals belonging to visitors who are located within city limits and who stay in a household or lodging establishment longer than 30 days in a calendar year shall be included in the calculation of total animals for said location and the owner of the animal shall be required to comply with all applicable sections contained in this chapter.
- (d) No person shall keep or operate a residential or commercial multi-animal site without a permit issued by the city. All business applicants must have a valid business license issued through the city at the time of application.
- (e) Veterinary hospitals or clinics shall be exempt from the kennel permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of animals.
- (f) Any person who operates or proposes to operate a residential or commercial multi-animal site shall file an application for a permit with the police department, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial multi-animal sites must accompany any application to defray the cost of processing the request.
- (g) Upon receipt of payment, the police department shall forward the application to the Planning and Zoning Department. All applications for multi-animal site and kennel permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- (h) An onsite visit of the premises shall occur by the animal control and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.
- (i) All animals listed on the application three months of age or over must be vaccinated for rabies and possess a city animal license tag.
- (j) All multi-animal residential or commercial site permits and kennel permits must be renewed annually at a fee established by resolution.
- (k) There shall not be more than seven animals in any combination thereof for multi-animal residential or commercial site permits. The maximum animal occupancy for kennel permits shall be determined based upon the recommendation of the animal control officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.
- (l) An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
- (m) Multi-animal site and kennel permit holders shall allow the animal control officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.

-
- (n) A multi-animal site permit or kennel permit may be revoked when, in the opinion of the designated zoning official or administrator or animal control officer, any one or more the following conditions exist:
- (1) The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.
 - (2) The number of animals exceeds the number allowed under the permit.
 - (3) Any other violation listed under this chapter or sections.
- (o) In cases where a multi-animal site permit or kennel permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and upheld the initial revocation.
- (p) If a multi-animal site permit or kennel permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.

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

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date 8-11-2025 Address 3710 E Third

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

Vice Chairman Buhler: Can we have a motion?

Assistant City Manager Alvarez: Vice Chair, if I could interrupt for a moment, if we could open up the public hearing, if there's any proponents or opponents first?

Vice Chairman Buhler: Okay, we'd like to open up the public hearing, if there are any proponents or opponents that would like to speak?

Deputy Clerk Martinez: We have nobody signed up.

Assistant City Manager Alvarez: Then you can close it.

Vice Chairman Buhler closed the public hearing.

Member Hammer made a motion to recommend approval to the City Commission for a Variance Request pertaining to proposed Love's Travel Stops and Country Stores – Parcel 2894953670728 Article XIII Sec. 11-13-2.4 subsections 2F and 2D. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

b) Public Hearing/Discussion/Action: Request for a Special Use Permit Renewal at 3500-3710 E. 3rd for the purpose of a Kennel Permit.

Vice Chairman Buhler opened the public hearing.

Proponents: None

Opponents: None

Assistant City Manager Alvarez: The applicant is requesting approval for their annual renewal. We did approve this permit a year ago, so she's come back to have it renewed. The property is located in the commercial district, kennels are used for housing of the working dogs, a site inspection has been completed, there has been no violation or complaints, she's in compliance with all permitting requirements, applicant is here, as well as Code Enforcement. Because they're the ones that have been out there on-site, I'm going to let Tyler speak first.

Code Enforcement Officer Knull: Good afternoon, as Traci stated, this is a renewal for a kennel permit. The site is in very good condition, the kennels are very well-built, the dogs all have good housing, the dogs all have access to a great amount of water, the dogs are taken care of, and we see no reason to not renew this, it's in perfect compliance of what we ask.

Assistant City Manager Alvarez: And you'll notice, as part of a kennel permit application, it's Code Enforcement or Animal Control that designates how many animals can be allowed, that they can have up to, by reviewing the site, so this particular kennel permit, Tyler said she could house up to 16 dogs at one time. The applicant is here as well, if you'd like to hear from her.

Member Hammer: Officer Knull, I have a question about adequate space for movement, what does that mean?

Code Enforcement Officer Knull: So it's honestly very vague, and we're looking at changes on that, but that's besides the point. We look at it as allowing the dogs to lay down, walk, stand, sit, and move around using natural motions to make sure that they're not just tied up in a kennel where they can't move at all. These dogs definitely have room to jump up onto their dog houses, onto a second level of a kennel, and move around, lay down, stretch out and have a nice comfortable space.

Member Hammer: Okay, I understand these are working dogs, so they're taken out into the field to get exercise and out in the county, and whatever they're used for. So, I guess my concern, they're not in the kennel the whole time, they are getting exercise and so on and so forth?

Code Enforcement Officer Knull: That's correct. Yes, these dogs look extremely healthy, and if we had any concerns that there was any sort of mistreatment because there's not enough space or necessities for the animals, then we wouldn't have approved the kennel permit. These animals get quite a bit of exercise, so that's not a worry for us at all.

Member Hammer: Thank you.

Code Enforcement Officer Knull: Of course.

Vice Chairman Buhler: Amanda, you want to say anything?

Amanda Forrister, Applicant: Not unless you guys have any questions. But yeah, they're out quite often exercising, we have cow dogs and hound dogs both.

Vice Chairman Buhler: Any other questions from the board?

Member Hammer: No questions.

Vice Chairman Buhler: Can I have a motion?

City Manager Whitehead: Wait, Madam Chairman, we should ask if anybody else has anything.

Vice Chairman Buhler: We apologize. Is there anyone else who needs to talk or say something regarding this permit?

City Manager Whitehead: Now.

Vice Chairman Buhler closed the public hearing.

Member Kent made a motion to recommend approval to the City Commission for a Special Use Permit Renewal at 3500-3710 E. 3rd for the purpose of a Kennel Permit. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

c) Public Hearing/Discussion/Action: Conditional Use Permit for 412 Coleman Street for the placement of Shipping Containers as per Section 11-10-4.

Vice Chairman Buhler opened the public hearing.

Proponents: Jimmy Plane

Opponents: None

Assistant City Manager Alvarez: So, placement of a storage or shipping container per our municipal code, within a residential district, is allowed as an accessory storage unit as long as they're not used for dwelling purposes and with the following exceptions: one of which is that they have to go through a conditional use permit in front of Planning & Zoning in order to have it. Containers may not exceed 46 feet in length, or 10 feet in height. They must be subordinate use to a main structure that is there, located on the same lot with the principle use building, no less than 10 feet from the main use or structure, and no less than 5 feet from the property line on either side or rear yards. For lots with more than one street frontage, which this doesn't pertain to because they're in the middle of a roadway and there are no side roads there, it would need to be no less than 10 feet as well, and 5 feet from the property lines without the street frontage. It can't encroach in the clear sight triangle, and shall not create unsanitary or hazardous premises as outlines in our municipal code. The property is located in the R2 District, they do have a current level 2 home occupation business license for the purpose of mobile handyman services. The container has been delivered prior to the property permit approval, however, the applicant is aware that permanent placement is pending your approval. It was a matter of scheduling the delivery of the truck with the scheduling of the conditional use permit, and public hearing sometimes takes a bit of time. All required documents have been submitted, fees have been paid, and all certified mailings have been sent out. Within your packet, as a free-standing document, you guys do have a reference to a code which is the conditional use permit, and I wanted to make sure that you guys had that, I don't know that we've gone through a conditional use permit yet as a Planning & Zoning board. The purpose of that is, it's conditional use, it's an annual renewal, it has to be reviewed every year, and it is not transferrable if the property owner leaves or sells the place. The conditional use does not go with the next person. So those are some items I wanted to make sure that the board was aware of. I think that was all, the applicant is here as well, so with that I'll stand for any questions or opening of the public hearing, or hearing from the applicant.

Member Hammer: Is there anyone else that wants to speak from the public about this before we ask our questions?



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.5

SUBJECT: Discussion/Action – Consider the P & Z Board recommendation of Approval for a Conditional Use Permit for 412 Coleman St. – Shipping Container - Contingent on Relocation of the Container to the Rear Yard

DEPARTMENT: Community Development

DATE SUBMITTED: August 21, 2025

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

Public Hearing was heard at the P & Z Meeting on 8-11-25. No opponents or proponents – **P & Z Board recommends approval contingent upon the applicant moving it to the backyard based on the findings of fact #5 – Unreasonably impair established property values within the surrounding area.** Sec. 11-10-4 allows for shipping containers in Residential Districts by Conditional Use Permit. A conditional use permit shall be subject to review on each annual anniversary following its approval. If it is determined from the review that the current use is significantly different or larger in scale than that originally approved, the conditional use permit may be revoked by the Planning and Zoning Commission. Conditional use permits shall not be transferable from location to location, building owner to building owner, or applicant to other party (Sec. 11-5-3).

Recommendation:

Consider the recommendation of the P & Z Board

Attachments:

- P & Z Agenda Packet
- Draft P & Z Minutes

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8/27/25



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 8-11-2025

ITEM:

Public Hearing/Discussion/Action: Conditional Use Permit for 412 Coleman Street for the placement of Shipping Containers as per Section 11-10-4(B-1).

BACKGROUND:

Applicant is requesting a Conditional Use Permit for placement of a shipping container at 412 Coleman St. Property is in the R-2 District and has a current level 2 home occupation business license for the purpose of Mobile Handyman Services. Container has been delivered to property prior to permit approval due to delivery date scheduling but applicant is aware that permanent placement is pending approval and they could be required to relocate it if permit is not approved. All required documents have been submitted, fees paid, and certified mailing sent to all property owners within 100Ft.

SUPPORT INFORMATION:

Site Plan
Parcel Maps
Public Hearing Notice
Applicable sections of Code
Findings of Facts Checklist

Name of Drafter: Traci Alvarez	: Assistant City Manager	Meeting date 8-11-2025
E-mail: talvarez@torcnm.org	Phone: 575-952-0565	



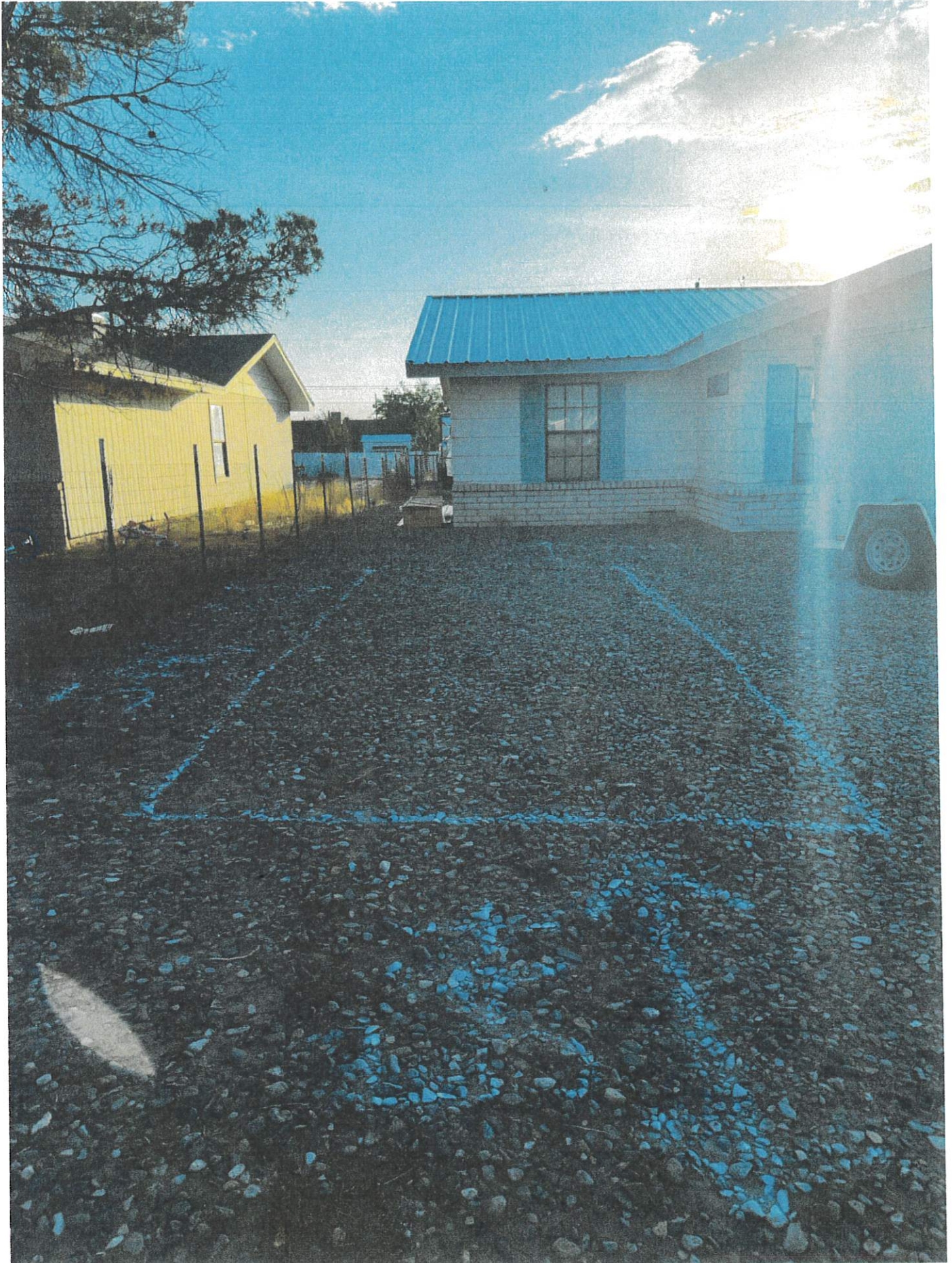


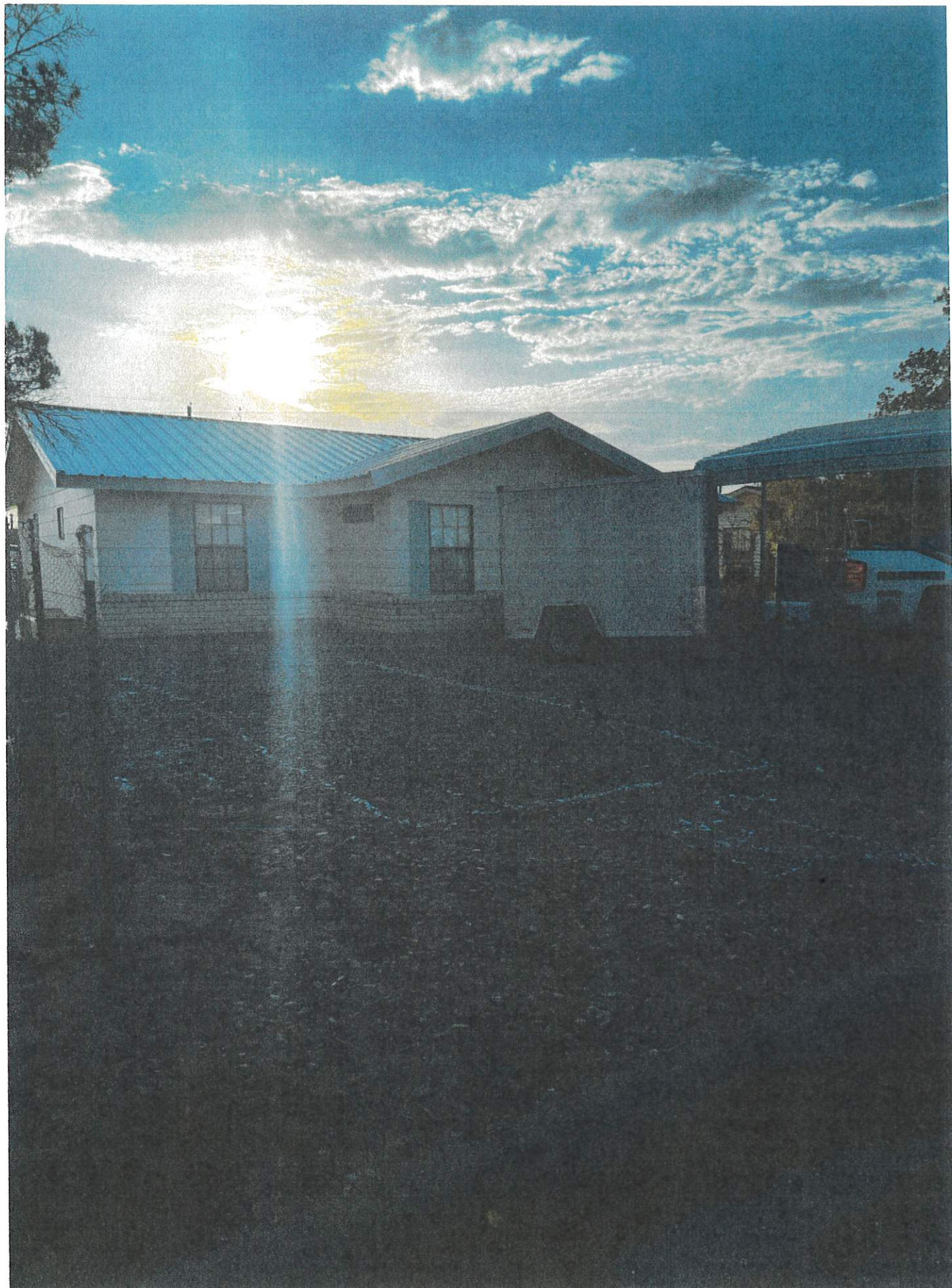








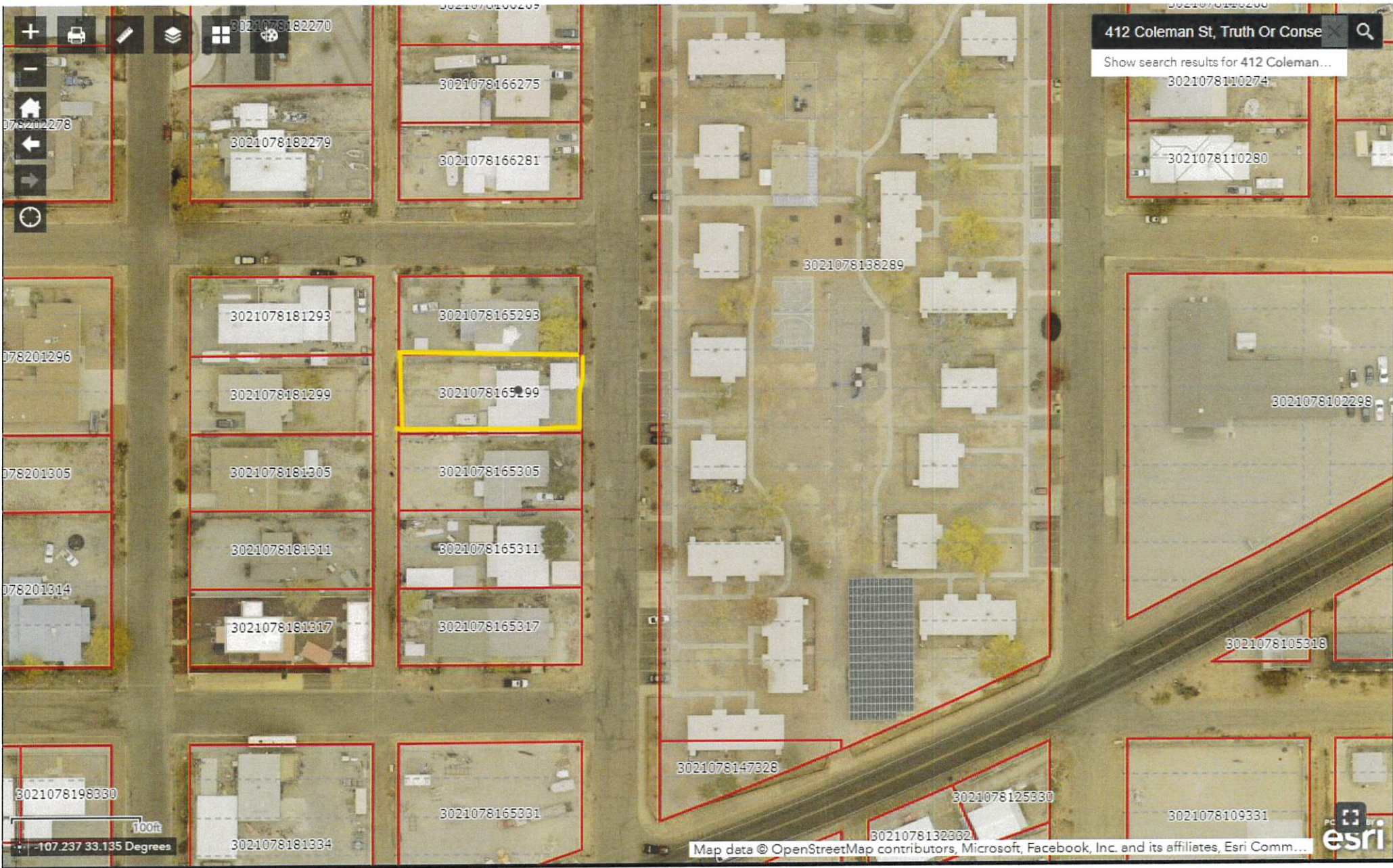






3021078165299

3021078165305



412 Coleman St, Truth Or Consequence

Show search results for 412 Coleman...

100ft

-107.237 33.135 Degrees

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Comm...

esri

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 Hoepfner
Commissioner

Gary Whitehead
City Manager

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, August 11, 2025, to receive input regarding the following:

Conditional Use Permit for 412 Coleman Street for the following:

ARTICLE X. - ACCESSORY BUILDINGS - Sec. 11-10-4. - Storage Units/Shipping Containers.
B. Placement of storage units/shipping containers within Residential Districts is allowed as accessory storage units as long as they are not used for dwelling purposes and with the following exceptions: 1. Conditional Use Permit is required for placement of all storage units/shipping containers within the following districts: R-1, R-2, R-3, R-4 and RR-1.

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

Please contact Traci Alvarez at (575) 952-0565 or by email at talvarez@torcnm.org should you have any questions regarding this Public Hearing.

The agenda may be obtained on Friday, August 8, 2025, on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel— Thursday, July 10, 2025

Sec. 11-10-4. Storage Units/Shipping Containers.

The regulation of storage units/shipping containers within the city limits of the City of Truth or Consequences shall be controlled by and shall conform to the regulations prescribed in this section. A storage unit/shipping container means a unit originally or specifically designed or used to store goods or merchandise during shipping or hauling by container ships, rail, commercial trucks, or other types of transportation.

- A. Placement of storage units/shipping containers within C-1, M-1 and T-1 districts are permitted as accessory storage units as long as they are not used for dwelling purposes and with the following exceptions:
 - 1. Conditional Use Permit is required for placement of all storage units/shipping containers within the boundaries of the Metropolitan Redevelopment Area (MRA) and Historic MainStreet District Area defined in the Downtown Master Plan.
 - 2. Containers may not exceed 46 feet in length and 10 feet in height
 - 3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building
 - 4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
 - 5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
 - 6. May not encroach in the clear-sight triangle.
 - 7. Shall not create unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.
- B. Placement of storage units/shipping containers within Residential Districts is allowed as accessory storage units as long as they are not used for dwelling purposes and with the following exceptions:
 - 1. Conditional Use Permit is required for placement of all storage units/shipping containers within the following districts: R-1, R-2, R-3, R-4 and RR-1.
 - 2. Containers may not exceed 46 feet in length and 10 feet in height
 - 3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building
 - 4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
 - 5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
 - 6. May not encroach in the clear-sight triangle.
 - 7. Shall not create unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.
- C. Temporary placement of storage containers within Conditional Use Areas are allowed through written approval of the Designated Zoning Official as long as they are not used for dwelling purposes for:
 - 1. The purpose of moving household contents in to or out of a house are allowed for up to 30 days in any 12-month period and can only be on the property or driveway.

-
2. The purpose of construction projects are allowed up to 3 months in any 12-month period from the time it's put on the construction site. The designated zoning official or designee may grant an extension but only if it is determined that:
- a. The storage unit/shipping container is located on a site with an active building permit
 - b. The storage container is necessary part of the construction process
 - c. Not be allowed in public right-of-way
 - d. Construction is moving forward in a timely manner and in accordance with generally accepted industry standards.

(Ord. No. 731, § 1, 8-10-22)

Sec. 11-5-4. Home Occupation Permit.

A home occupation permit enables a homeowner to pursue specified business or commercial activities that are considered compatible with residential areas within property Districted for residential use. Home occupations shall be categorized into three classifications: Level I, Level II, and Level III.

A. *The following conditions apply to all classifications of home occupation:*

1. In all cases, the home occupation shall be clearly incidental and subordinate to the primary residential use of the property.
2. Proprietors shall be in complete compliance with this Code and all other current local, state and federal regulations. Failure to comply may result in revocation of the Home Occupation Permit.
3. The proprietor of the business shall be the property owner or a lawful resident of the property where the business is to be located.
4. Any business activity or equipment use shall not adversely affect adjoining properties, impair established property values, or endanger public safety.
5. Only one home occupancy permit will be issued per residence. Multiple businesses or commercial activities will be combined into one permit.
6. Only one vehicle associated with the Home Occupation shall be allowed on the property where the Home Occupation occurs.
7. Any combination of shipments and deliveries will not exceed four (4) times per calendar month. This does not include parcel deliveries by the U.S. Mail, UPS, Federal Express, or other similar services.
8. Commercial vehicles will be of Class VI (AAMA Standard) and below. They will be no greater than single axle, not exceeding either 26,500 lbs., GCVW or twenty-four (24) feet in total length. Vehicles may either be straight trucks or stake-bed trucks. Businesses that require regular deliveries by larger vehicles will not be permitted.
9. Shipping and receiving is permitted between the hours of 10:00 a.m. and 2:30 p.m. only.

B. *For Home Occupation Levels I and II Home Occupations, the following additional criteria must be met:*

1. Outside storage of business-related materials, inventory, supplies, or equipment is not permitted. Flammable products are prohibited.
2. Business-related signs shall be non-lighted and limited to not more than one square foot in size. Signs are governed by Section 11-13-3.
3. Deliveries and shipments via vehicles greater than 10,000 lbs. and having more than six (6) wheels are prohibited.
4. Approval shall be done administratively by the designated Zoning Administrator of the City, provided the required criteria of the Code are met with respect to the permit.

C. *For Level I Home Occupations, which are allowed in all residential classifications, the following additional criteria must be met:*

1. Only two persons, residing at the premises where the business is located, may be employed at the business.

-
2. All business-related operation and storage shall be confined to within no greater than five hundred (500) square feet or twenty-five percent (25%) of the floor area of the primary dwelling unit, whichever is less. Accessory structures shall not be used for business-related purposes.
 3. Business-related client visitations on the premises shall be limited to no more than one client visitation at any one time. Hours of visitation shall be between the hours of 6:00 a.m. to 8:00 p.m.
 4. The following businesses shall be permitted as Level I Home Occupations:
 - a. Accountant;
 - b. Answering service;
 - c. Appraiser;
 - d. Architect;
 - e. Attorney;
 - f. Computer services, such as programming, data entry, software development;
 - g. Consultant, planner;
 - h. Direct sales and mail order;
 - i. Dressmaking and tailoring;
 - j. Engineer, surveyor;
 - k. Musical instrument repair;
 - l. Real estate agent;
 - m. Arts, crafts, and leather work;
 - n. Similar uses to the above-mentioned uses, as interpreted by the designated Zoning Administrator.
- D. *For Level II Home Occupations, the following additional criteria must be met:*
1. One employee not permanently residing at the business location may be employed in addition to those residents of the property where the business is located.
 2. Business may be performed either in the primary dwelling or in an accessory structure.
 - a. All business-related operation and storage shall be confined to within no greater than five hundred (500) square feet or twenty-five (25) percent of the floor area of the primary dwelling unit, whichever is less, or
 - b. All business-related operation and storage within one (1) accessory structure shall be confined to within no greater than five hundred (500) square feet within the structure.
 - c. Hours of operation shall be limited to between 8:00 a.m. and 7:00 p.m.
 3. No more than one client visitation at any time will be permitted during the course of business operation.
 4. Business-related signs shall be non-lighted and limited to not more than four (4) square foot in size. Signs are governed by Section 11-13-3.
 5. The following businesses shall be permitted as Level II Home Occupations:
 - a. Counselor;

-
- b. Music teacher;
 - c. Tutorial services;
 - d. Hairdresser and similar services;
 - e. Watch, clock, and jewelry repair;
 - f. Similar uses to the above-mentioned uses, as interpreted by the designated Zoning Administrator.
 - g. All uses permitted as Level I Home Occupations.
- E. *For level III Home Occupations, the following requirements must be met:*
- 1. A site plan review and approval by the Planning and Zoning Commission is required.
 - 2. The business shall employ no more than two (2) employees not living at the premises on site.
 - 3. Business operations may be performed within either the primary dwelling, one (1) accessory structure, or both.
 - a. Business-related operation and storage shall be confined to within no greater than five hundred (500) square feet of the floor area of the primary dwelling or twenty-five percent (25%) of the floor area, whichever is less.
 - b. Business-related operation and storage within one accessory structure shall be confined to no greater than five hundred (500) square feet of the floor area.
 - c. Hours of operation shall be limited to between 8:00 a.m. and 6:00 p.m., Monday through Friday.
 - 4. Outside storage of business-related materials is limited to four hundred (400) square feet and shall be screened from view by a site obscuring fence or wall that is a minimum of five (5) feet in height. Materials shall not be stacked higher than the fence. Outside storage area shall not be located in the front yard or to the side of the primary dwelling.
 - 5. One non-lighted on-site business sign shall be permitted. The sign shall be a maximum of six (6) square feet, and may be located on the ground or attached to the building, which contains the business. Signs are governed by Section 11-13-3. If located on the ground, it shall maintain minimum six (6) feet front and side setbacks. If mounted on the building, no part of the sign shall be over eight (8) feet high measured from the top of the sign to ground level. All signs shall display a street address. Lighted signs are not permitted.
 - 6. Client visitations shall not exceed five clients at any one time. The business shall provide sufficient off-street parking spaces and a designated loading area, if necessary.
 - 7. The business shall have no more than one (1) business vehicle.
 - 8. The following businesses shall be permitted as Level III Home Occupations:
 - a. Catering, subject to NMED review;
 - b. Child or adult care, with no overnight provisions and subject to local and state regulatory requirements;
 - c. Computer hardware assembly and repair;
 - d. Light welding;
 - e. Photography studio, subject to NMED review;

-
- f. Small appliance repair;
 - g. Small electronics and radio repair;
 - h. Similar uses to the above-mentioned uses, as interpreted by the designated Zoning Administrator;
 - i. Those uses permitted as Level I or Level II Home Occupations.
9. The applicant shall notify all property owners of his/her intent in a manner specified in Section 11-7-2 and shall be subject to a public hearing as specified therein.
- F. *Business registration.* A Business Registration License is required for Home Occupation business or commercial activity. Approval of a business registration supporting a home occupation or Home Occupation Permit does not nullify any private covenants or deed restrictions that apply to the property upon which the home occupation is based. It is the responsibility of the proprietor to be fully aware of the need to comply with any such agreements.
- G. *Fee.* A non-refundable application fee as set by City Commission Resolution must accompany each application.
- H. *Submission requirements.* The application for a home occupation permit shall be in the format stipulated by the City and shall contain plans and other information as required by the City. The completed application for a home occupation permit shall be submitted to the City Clerk for placement upon the agenda of the Planning and Zoning Commission when applicable.
- I. *Review.* A home occupation permit shall be subject to review on each anniversary following its approval. If it is determined from the review that the current use is significantly different or larger in scale than that originally approved, the Home Occupation permit may be revoked by the Planning and Zoning Commission.
- J. *Transferal.* Home occupation permits shall not be transferable from location to location, building owner to building owner, or from the applicant to any other party.

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date 8-11-2025 Address 412 Coleman St

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

Member Kent made a motion to recommend approval to the City Commission for a Special Use Permit Renewal at 3500-3710 E. 3rd for the purpose of a Kennel Permit. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

c) Public Hearing/Discussion/Action: Conditional Use Permit for 412 Coleman Street for the placement of Shipping Containers as per Section 11-10-4.

Vice Chairman Buhler opened the public hearing.

Proponents: None

Opponents: None

Assistant City Manager Alvarez: So, placement of a storage or shipping container per our municipal code, within a residential district, is allowed as an accessory storage unit as long as they're not used for dwelling purposes and with the following exceptions: one of which is that they have to go through a conditional use permit in front of Planning & Zoning in order to have it. Containers may not exceed 46 feet in length, or 10 feet in height. They must be subordinate use to a main structure that is there, located on the same lot with the principle use building, no less than 10 feet from the main use or structure, and no less than 5 feet from the property line on either side or rear yards. For lots with more than one street frontage, which this doesn't pertain to because they're in the middle of a roadway and there are no side roads there, it would need to be no less than 10 feet as well, and 5 feet from the property lines without the street frontage. It can't encroach in the clear sight triangle, and shall not create unsanitary or hazardous premises as outlines in our municipal code. The property is located in the R2 District, they do have a current level 2 home occupation business license for the purpose of mobile handyman services. The container has been delivered prior to the property permit approval, however, the applicant is aware that permanent placement is pending your approval. It was a matter of scheduling the delivery of the truck with the scheduling of the conditional use permit, and public hearing sometimes takes a bit of time. All required documents have been submitted, fees have been paid, and all certified mailings have been sent out. Within your packet, as a free-standing document, you guys do have a reference to a code which is the conditional use permit, and I wanted to make sure that you guys had that, I don't know that we've gone through a conditional use permit yet as a Planning & Zoning board. The purpose of that is, it's conditional use, it's an annual renewal, it has to be reviewed every year, and it is not transferrable if the property owner leaves or sells the place. The conditional use does not go with the next person. So those are some items I wanted to make sure that the board was aware of. I think that was all, the applicant is here as well, so with that I'll stand for any questions or opening of the public hearing, or hearing from the applicant.

Member Hammer: Is there anyone else that wants to speak from the public about this before we ask our questions?

Deputy Clerk Martinez: There's nobody signed up for it.

Member Hammer: Okay thank you.

Vice Chairman Buhler: Well I did notice, do you want to come up? Is there something you would like to say before we talk to you about it? I noticed it is in the front of the house.

Jason Maddox, Applicant: Yes ma'am, it's easier to work with in the front than driving in the alley with big semi's to deliver materials.

Member Hammer: What kind of material are you having delivered?

Jason Maddox, Applicant: Dry materials, shower inserts, dry wall, piping, construction materials. All chemicals I would keep in my own outside chemical bay.

Member Hammer: It says "one or two containers" here, I drove by today, I always like to look at the property with my own eyes, and it says, you're asking for two or one?

Jason Maddox, Applicant: Just one.

Member Hammer: Just one, okay.

Jason Maddox, Applicant: And I did purchase brand-new so it looks good on the front, I didn't buy like an old rusted one.

Member Hammer: It does look new. I guess I have a comment about it being right in the front yard. I drove down that street, it looks really clean. A lot of blocks in T or C, there's always one house that's trashy or whatever, it just seems very clean and well-kept, so I guess my concern, if I was your neighbor, just having a shipping container in the front, just for street appeal. You know, we have to look at property value and so on and so forth. I did drive on the alleyway and it looked like you have a pretty sizeable backyard. I understand your concern about delivery with an 18-wheeler, but I'm just wondering if there's any way you could put it in the backyard, and then it's just not in the front for that street appeal.

Jason Maddox, Applicant: Yeah, we could do that. Just got to pick it up and move it around.

Member Hammer: Right, so that would be my concern if I'm representing the neighborhood and representing your street, that would be my concern.

Jason Maddox, Applicant: It is a nice neighborhood, too.

Member Hammer: Yes it is, it's a nice clean street.

Jason Maddox, Applicant: I also had a bunch of material in my driveway that I'm trying to get out of there, so it's another reason.

Member Hammer: Okay. I didn't see that for some reason.

Jason Maddox, Applicant: I already got it in there.

Member Hammer: Okay.

Assistant City Manager Alvarez: And I will reference, per the municipal code, it doesn't mandate that it has to be in a side or rear yard. Our code does allow for it as stated right now, for it to be in the front.

Member Hammer: Yeah, I understand. It's just a aesthetic thing for me.

Jason Maddox, Applicant: And I guess that's why they sent the mail out, too. To get any of my neighbors to come in.

Member Hammer: Right, and they're not here, so maybe that's not an issue for them.

Jason Maddox, Applicant: I did set it 10 feet from the house, 5 feet from the fence line, and 5 feet from the curbs.

Member Hammer: I saw that. Thank you.

Member Kent: I realize the code does not mandate that they must be in the backyard or anything, we have had requests like this before and, at least the ones I was part of deciding on, it was always that it would be in the back, behind a privacy fence, as to not see it. You don't have a privacy fence in the back, maybe that's not as critical if your neighbors are not objecting, but I do think, I kind of had the same concerns as Molly, having it sitting in the driveway in the front. If it were in the back, I personally would not mind if I was the neighbor.

Jason Maddox, Applicant: I have no problem moving it to the back.

Vice Chairman Buhler: We appreciate that.

Jason Maddox, Applicant: And I do have a picture of it on-site right now too.

Vice Chairman Buhler: We have it.

Member Kent: Yeah, I saw it.

Member Luchini: It seems like it would be, if it were in the backyard, it would be more conspicuous and maybe less likely to be – they lock up very tight, and I'm sure there's no issue

of it being broken into, but maybe tagged with spray paint or something, I agree with them. I'm sorry. It's a well-kept neighborhood and it's a well-kept yard, and it does look like you have plenty of room in the back.

Jason Maddox, Applicant: Yeah.

Vice Chairman Buhler: Well this is one of these situations where the code – we really need to visit our codes and make some changes that are more beneficial to the neighborhood. You know, if everybody had a pod in their yard like you have, in the front yard in front of their house, I don't think anyone would want to buy there.

Jason Maddox, Applicant: I'd think so, I think you're right.

Vice Chairman Buhler: And if you get one, then other people will be entitled to have one too. So, I really do believe that this is something that we need to work on with out codes, to develop some structure to where it's not so hard for us when people come to get permission for things.

Jason Maddox, Applicant: Right.

Member Hammer: So, Traci I have a question about just the ordinance and about the Planning & Zoning position versus putting this in front of the City Commission, because we're not making the choice, we're just making a recommendation at this point, and then it goes before the City Commission and they make the final choice. So, seeing that putting it in the backyard is not in the code, that legally, within our ordinance right now, he can leave it where it is, we can make the recommendation but we can't enforce that at this point.

Assistant City Manager Alvarez: Correct.

Member Hammer: So this feels a little ambiguous, we're trying to put the voice on the neighbors and do the best for the community, and for property values, and that's what our position is, but then how do we enforce that? Besides changing the ordinance, which we're not going to do today.

Assistant City Manager Alvarez: I mean, you do have your 7 findings and facts, you could review the 7 findings and facts, and see if there's anything that applies there.

Member Hammer: So the 7 findings and facts, one of the line items is property values of that street, so I think that would be my primary position, putting that forward in front of the City Commission, like, please consider this for the entire street. Where are the other ones, was there another one that this would apply to? I know you have a couple copies in here.

Jason Maddox, Applicant: It would be better for me to get it approved in the back, so that way I just move it to the back and leave it because next year you'll probably just have me move it to the back.

Member Hammer: It's number 7. Well, number 5. "Unreasonably impair established property values within the surrounding area" that would be my primary concern, and then number 7 "Constitute a spot zone, and therefore adversely affect adjacent property values."

Assistant City Manager Alvarez: If you look down at the bottom, it'll give you a definition of a spot zone, so it does not constitute a spot zone. That has to do with districting.

Member Hammer: Okay, so number 5. Because I don't see anything else here that I would be concerned about. Maybe increase in traffic because you're getting deliveries but you're probably not doing that every day

Jason Maddox, Applicant: Once a week, a big semi.

Member Hammer: Okay.

Member Kent: I guess this is part of where I don't understand how we proceed forward, if we want to say we recommend approval conditionally based on the conversation we've had about him moving it, how do we present that to the commissioners?

Vice Chairman Buhler: Just like that.

City Manager Whitehead: I think just like that.

Member Kent: And it needs to get to them that way and not be presented-

City Manager Whitehead: Remember your obligation here is to conduct the best public hearing possible, and then make the best recommendation along those lines of those findings and facts. So, if you find that having this will adversely affect the property values in the street, I think you're entitled to say "We think based on number 5 that the permit should not be allow the container to be put in the front, and in this case, we recommend moving to the back."

Ultimately, you have to accept and understand that the City Commission is the final determination, it's their decision, they can make a different decision which they might, in this case, say, "They are compliant, the code isn't clear on that, it doesn't give directions, so we're going to grant the conditional use permit, and they can put it anywhere." But I think you have the right and the obligation to express your concerns and what's important to you as members of the Planning & Zoning Commission.

Vice Chairman Buhler: Thank you.

City Manager Whitehead: And I would add, based on a comment here, it might be in the property owner's best interest to put it in the backyard, because if we change the code, as he commented, next year when he reapplies for the permit, it might be different.

Jason Maddox, Applicant: I might as well move it now.

City Manager Whitehead: Might as well move it, and you have a willing participant, that's the best part about this conversation.

Member Hammer: So I have a quick question about the protocol for changing the code. This is bringing up a topic that we would like to discuss, maybe not have shipping containers in the front yards, we would want to change that. So what is the protocol for making a recommendation that we change the code in the future? Is there a committee, is there a steering committee that does that like once a year, we kind of look at that, look at the priorities...

City Manager Whitehead: You're it.

Member Hammer: So at this point, should I recommend that on the next agenda we talk about this code particularly?

City Manager Whitehead: I think we have taken on a path this year to try to find these nuances within the code that create this moment to catch your breath. Try to group those together, so we're not doing one every month, it's hard to do. I think you should take this and make a note after this and say, "Shipping containers ought to be something that we put on, that we deal with, and we go look at a little deeper, period."

Member Hammer: Like once every 6 months or something, or once a year?

City Manager Whitehead: Well I think if we're going to handle this code and code changes responsibly, it would be ongoing. So this may be one, this one's pretty simple, it's really something that could happen pretty quick, you could make a recommendation and we could put it on for that ordinance. I'm still envisioning that in January or February we're going to present the City Commission with a set of changes that we'd like to make within the zoning code. So, this could be part of that.

Member Hammer: So we need to start tallying a list to present at that time?

City Manager Whitehead: Correct. We've already started.

Vice Chairman Buhler: We need to make the motion.

City Manager Whitehead: Madam Vice Chair, if you would please call and make sure nobody else wants to speak for or against.

Vice Chairman Buhler: Is there anyone else in the gallery that would like to speak on this matter? Okay, we need to make a motion.

Member Hammer made a motion to recommend approval to the City Commission for a Conditional Use Permit for 412 Coleman Street for the placement of Shipping Containers as per Section 11-10-4, contingent upon the applicant moving it to the backyard, based on the finding of fact #5 (possibly impacting nearby property values) Member Kent seconded the motion. Roll call vote was taken. Motion carried unanimously.

Vice Chairman Buhler closed the public hearing.

d) Public Hearing/Discussion/Action: Special Use Permit & Variance Request for 506 Gray St.

Vice Chairman Buhler opened the public hearing.

Proponents: Jimmy Plane

Opponents: None

Assistant City Manager Alvarez: The first thing I'd like to do is make a quick correction on my agenda request form, I noted that the property is being requested to develop to allow for 11 RV sites, it's actually 5. I've had multiple conversations with this not only this applicant, but various applicants. Upon reviewing my site plan here where it showed, it looked like it was showing 5 RV and then 6 sites total. The reference within that site plan is actually 6 sites, 5 of those being RV's and one of them is an existing mobile home on the site. So I would like to make that correction first. They are requesting a Special Use Permit for the development of an RV park. The property is in the R3 district, per our municipal code, recreational vehicle parks are permitted by special use in R3. The property currently has one mobile home on it, and then they would develop an additional 5 sites for RV's. Per the design standard, as noted in the section 11-11 A, B, and C, that's our recreational code, the applicant is requesting a Variance from the streets and access standards. The minimum road width is supposed to be 24 feet, and they're requesting 12 feet. Applicant is here to present, and if the commission is okay with it, I would like to ask Anica to come up and speak about it.

Anica Poli, Applicant: Good afternoon I'd like to introduce myself, my name is Anica Poli, and first I'll start with a little background on who I am and what I'm doing, and then go into the permits I'm applying for, my plans for the property, and then I would welcome your questions. I'm a native New Mexican, I grew up outside of Albuquerque, I love New Mexico, it's my home. I went to school in Socorro, that's when I first spent a lot of time in Truth or Consequences, it was a lovely place for me to come and unwind, and when I had the opportunity to move here and purchase property, I jumped at it. I found this property 506 Gray street, fell in love, and saw an opportunity to do something really special with it. That's why I'm in front of you today. I'm here to request a Special Use Permit for a recreational vehicle park, along with a Variance for the driveway access. I should note, this property, like Traci said, is already zoned R3 for higher-density residential. This would actually allow for multiple units at a higher density and size than what I'm asking for. I chose the RV park route because I really want to preserve as much of the

Sec. 11-5-3. Conditional Use Permit.

A permit may be authorized by the Planning and Zoning Commission for uses stipulated as conditional within specific Districts and as presented in Article IX of this Code.

A. *Provisions for conditional use.*

1. The use must be desirable or essential to the public welfare, safety, health, morals or convenience of the residents in that District.
2. The use must be compatible to the existing uses in that District.
3. The use may be important to the development of an undeveloped area.
4. The applicant shall notify all property owners of his/her intent in a manner specified in Section 11-7-2 and shall be subject to a public hearing as specified therein.

B. *Fee.* A non-refundable application as set by City Commission Resolution must accompany each application.

C. *Submission requirements.* The application for a conditional use permit shall be in the format stipulated by the City and shall contain plans and other information as required by the City. The completed application for a conditional use permit,, shall be submitted to the City Clerk for placement upon the agenda of the Planning and Zoning Commission.

D. *Review.* A conditional use permit shall be subject to review on each annual anniversary following its approval. If it is determined from the review that the current use is significantly different or larger in scale than that originally approved, the conditional use permit may be revoked by the Planning and Zoning Commission.

E. *Transferal.* Conditional use permits shall not be transferable from location to location, building owner to building owner, or applicant to other party.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.6

SUBJECT: Discussion/Action – Consider the P & Z Board recommendation of Approval for a Special Use Permit and Variance Request for 506 Gray St. – RV Park

DEPARTMENT: Community Development

DATE SUBMITTED: August 21, 2025

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

Public Hearing was heard at the P & Z Meeting on 8-11-25. No opponents, 1 Proponent – P & Z Board recommends approval. Applicant has requested a special use permit to identify 506 Gray St. as an RV park with 5 RV spaces and a Variance Request pertaining to streets and access standards – Minimum Road width 24ft with 50ft turn Radius – applicant is requesting allowance of 12ft and no turn radius. RV Park is allowed in the R-3 District by special use permit.

Recommendation:

Consider the recommendation of the P & Z Board

Attachments:

- P & Z Agenda Packet
- Draft P & Z Minutes

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8/27/25



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 8-11-2025

ITEM:

Public Hearing/Discussion/Action: Special Use Permit & Variance Request for 506 Gray St.

BACKGROUND:

Applicant is requesting a special use permit for development of an RV Park at 506 Gray St. Property is in the R-3 District. Recreational Vehicle Parks are permitted by Special Use in R-3. Property currently has 1 mobile home unit on it; property would be developed to allow for ~~11~~RV sites as per the design standards denoted in Sec. 11-11-5 A, B and C.

5

Applicant is requesting a variance pertaining to Sec. 11-11-5 D. – Streets and Access Standards – 8. Minimum road width is twenty-four (24) feet.

Applicant is requesting to develop the RV Park 12ft single lane roadway

SUPPORT INFORMATION:

Survey Plat
Site Plan
Parcel Map
Notice of Public Hearing
Applicable Section of code
Findings of Facts Checksheet

Name of Drafter: Traci Alvarez	: Assistant City Manager	Meeting date 8-11-2025
E-mail: talvarez@torcnm.org	Phone: 575-952-0565	

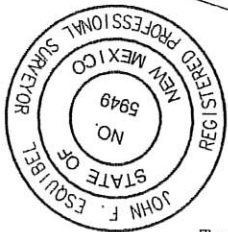
NOTES:

1. RECORD MEASUREMENTS IN ITALICS. ALL UNIDENTIFIED AND ACCEPTED MONUMENTS HAVE BEEN TAGGED WITH ANY REGISTRATION NUMBER.
2. USE DRAWING SCALE TO DETERMINE MEASUREMENTS WHEN NOT LABELED.
3. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" (BASE FLOOD ELEVATION DETERMINED) PER FEMA MAP 350073000050Q, EFFECTIVE JULY 16, 1996.
4. ORTHORECTIFIED AERIAL IMAGERY CAPTURED ON MAY 30, 2025, AND DEPICTED HEREIN IS USEFUL FOR THE LOCATION OF IMPROVEMENTS TO AN ACCURACY OF 0.5' AT GROUND LEVEL.
5. BASIS OF BEARINGS NOT LABELED ARE CONSIDERED TO BE SELF EVIDENT.
6. BASIS OF BEARINGS IS NAD83 DATUM, GRID NORTH IN GROUND DISTANCES BASED ON GPS OBSERVATIONS, NIM WEST 3003 ZONE PROJECTION WITH THE POINT OF ORIGIN AT 33° 07' 55.92" N, 107° 15' 19.98" W, GRID TO GROUND SCALE OF 1.000191408 FROM THE ORIGIN POINT. ALL COORDINATES SHOWN, IF ANY, ARE LOCAL ONLY.
6. PLAT CERTIFIED TO: CHERYL SHIPLEY

I, JOHN F. ESQUIBEL, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. THIS IS A SURVEY OF AN EXISTING TRACT OF LAND AND IS NOT A SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

SURVEYORS CERTIFICATION

GEM SURVEYING, 213 W. GRIGGS AVE. LAS CRUCES, NM 88005
TEL: 575-635-0176, FAX: 866-293-0551 WWW.GEMSURVEYING.COM

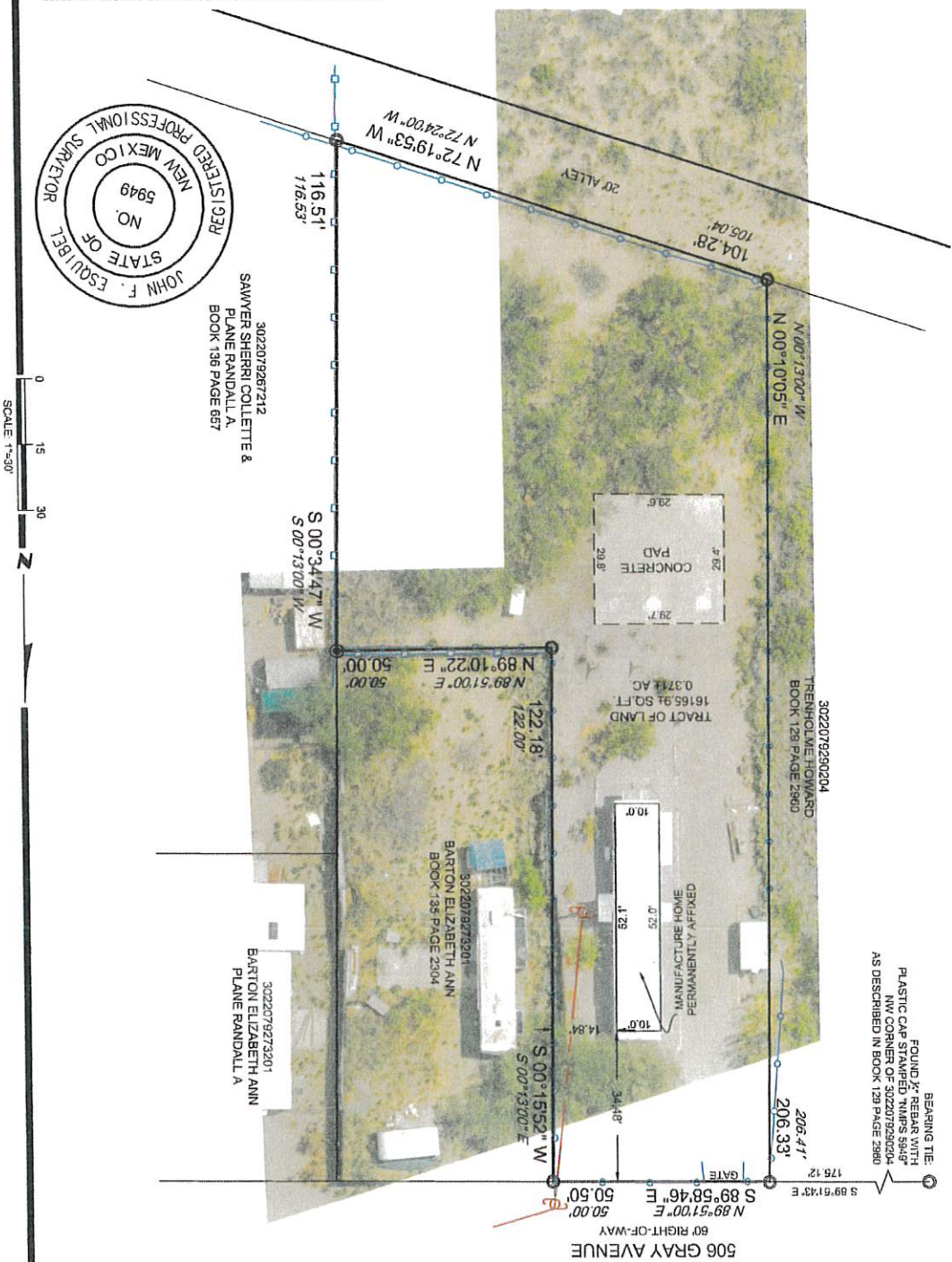


3022079267212
SAWYER SHERRI COLLETTE &
PLANE RANDALL A.
BOOK 136 PAGE 657

SCALE 1"=30'

BOUNDARY SURVEY PLAT
SHOWING IMPROVEMENTS ON PARTS OF LOTS 5, 6, 7,
BLOCK 33-A, PALOMAS HOT SPRINGS SUBDIVISION AS
SHOWN ON THE PLAT FILED IN THE OFFICE OF THE COUNTY
CLERK, SIERRA COUNTY, NEW MEXICO, ON MAY 10, 1929.
DATE OF SURVEY: MAY 30, 2025.

- INDICATES 1/2" SET REBAR W/PLASTIC CAP NADPLS 5949
- INDICATES FOUND 5/8" REBAR WITH CAP
- STAMPED "8473" OR AS NOTED
- INDICATES UTILITY POLE
- OVERHEAD LINES
- LINK FENCE LINES
- WOOD FENCE LINE
- EASEMENT LINE



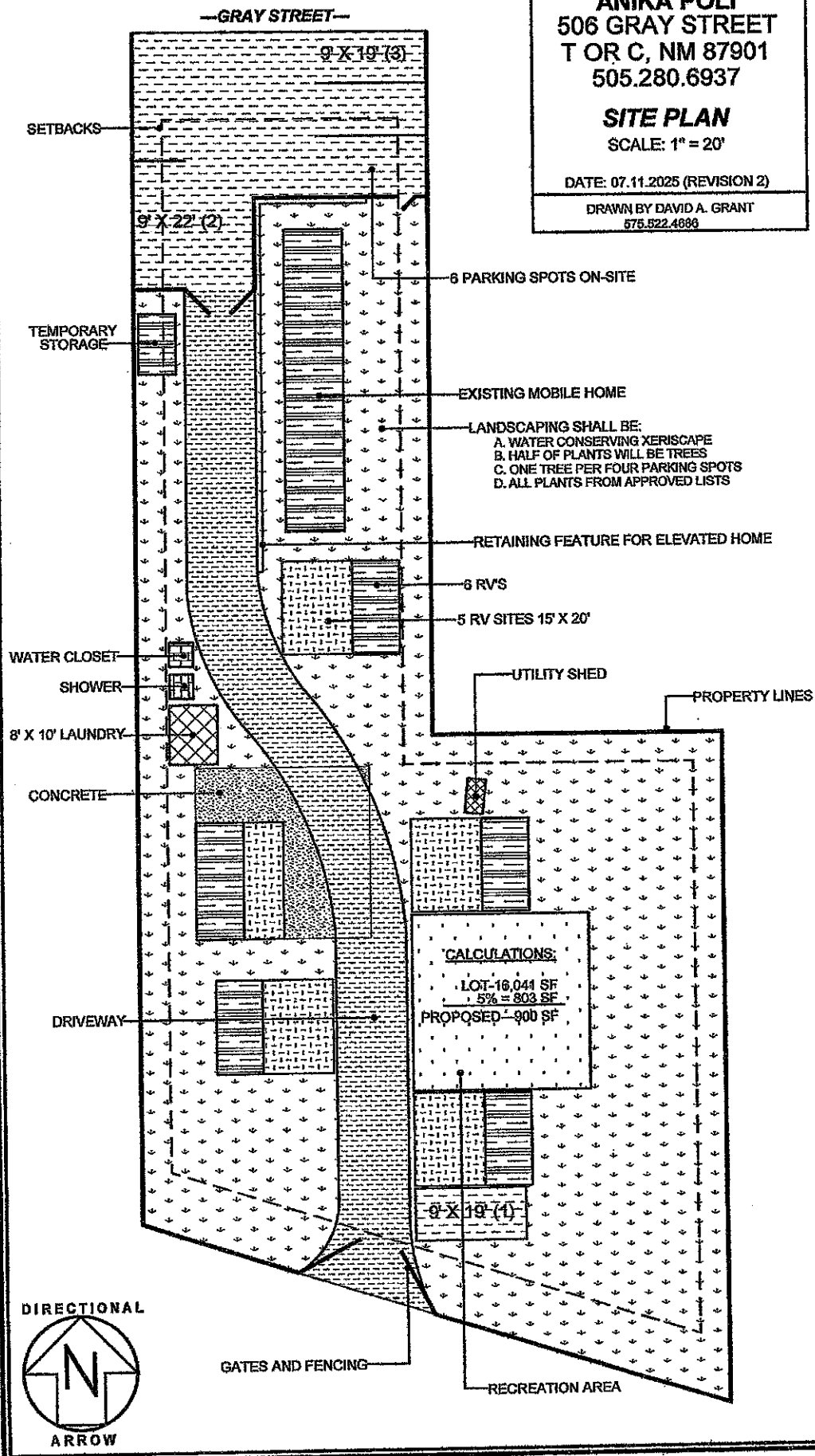
ANIKA POLI
506 GRAY STREET
T OR C, NM 87901
505.280.6937

SITE PLAN

SCALE: 1" = 20'

DATE: 07.11.2025 (REVISION 2)

DRAWN BY DAVID A. GRANT
575.522.4686





We encountered an error retrieving one or more WFS layers.

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, August 11, 2025, to receive input regarding the following:

Public Hearing/Discussion/Action: Special Use Permit & Variance Request for 506 Gray St.

Special Use Permit:

- *Sec. 11-9-4. R-3 High Density Residential District*
- * (D) R-3 Special Uses*

Variance Request:

- *Sec. 11-11-5. Recreational Vehicle Parks (RVP'S)*
- * D. Streets And Access Standards..*

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

Should you have any questions regarding this Public Hearing, please contact Traci Alvarez at (575) 952-0565 or by email at talvarez@torcnm.org.

The agenda may be obtained on Friday, August 8, 2025 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Friday, July 17, 2025

Sec. 11-11-5. Recreational Vehicle Parks (RVP'S).

- A. *PURPOSE.* A special use permit is required for all RVP developments and is intended to provide for the development of recreational vehicle parks at standards consistent with health, safety, and welfare of the community. **Recreational Vehicle Parks are permitted by Special Use in R-3, RR-1, C-1, M-1 and T-1 Districts.**
- B. *DEVELOPMENT REQUIREMENTS.* Development standards and other requirements are provided in Articles X, and XII through XIV. A site plan, landscaping plan and a drainage plan must be approved by the City Commission for any RVP.
- C. *DESIGN STANDARDS.*
1. Swimming pools are permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line home space boundary, and approval from all utilities is required to insure overhead safety. All gates in fences shall be self-closing and equipped with self-latching devices.
 2. A landscaping concept shall be approved by the City Commission for all areas not covered by structures or paved.
 3. Screening the perimeter of a recreational vehicle park by a wall and/or other approved landscaping material shall be required.
 4. There shall be an active, usable recreational area for tenants comprising five percent (5%) of the gross site area, which shall not include required setback areas or similar areas not usable for recreational activities.
 5. There shall be a community building or buildings, which shall provide for the recreational and service needs of occupants of the recreational vehicle park. It shall include restrooms, showers, and a laundry. No dry-cleaners shall be permitted in the RV Park. The community building or buildings may not be included as part of the required recreational area.
 6. Adequate refuse collection facilities shall be provided, constructed, and maintained in accordance with all municipal health regulations, and shall be screened and designated to bar animals from access to refuse. Refuse shall be removed from collection sites at least once a week.
 7. Lighting shall be provided to illuminate access ways and walkways from the safe movement of vehicles and pedestrians at night.
 8. A means for emptying sewage holding tanks shall be provided and approved by the health department.
- D. *STREETS AND ACCESS STANDARDS.*
1. All RVP's shall have vehicular access from an arterial or collector street.
 2. Each RV space when occupied shall have direct access to an internal street. Direct access to exterior public streets shall be prohibited.
 3. Street layout shall be designed for preservation of natural features and to follow topography to the greatest extent possible and to encourage the orientation of homes in such a manner as to permit the use of solar energy systems.
 4. No street within a recreational vehicle park shall dead end, except for cul-de-sac streets, which shall have a minimum turning radius of fifty (50) feet at the termination point.
 5. Private driveways shall be designated to increase ease of access, increase privacy, and provide safety.
 6. All spaces and streets shall be designated to insure proper drainage.

-
7. One space for automobile parking shall be provided for each RV space.
 8. Minimum road width is twenty-four (24) feet.
- E. *UTILITIES*. All utility placement shall be underground and shall be approved by the City.
- F. *DESIGNATED ZONING ADMINISTRATOR*. It shall be the right and duty of the designated Zoning Administrator of the City of Truth or Consequences to impose all design standards for Recreational Vehicle Parks in accordance with Standards for Recreational Vehicle Parks and Campgrounds, latest edition, as published by the National Fire Protection Association.

Sec. 11-11-6. Recreational Vehicles, Boats, Camping and Travel Trailers, Truck Campers and Vehicles as Dwellings.

Recreational vehicles, boats, camping and travel trailers, truck campers and vehicles shall not be used as permanent or temporary dwellings or immobile living quarters on any private or city owned property or easement, except in a lawfully operated Recreational Vehicle Parks (RVP's) as approved by special use permit per Sec. 11-11-5. Utility connections are permitted for said units only within recreational vehicle parks (RVP's). The use of said units as temporary living quarters must be approved and permitted by the designated zoning official, may not be permanently connected to sewer lines, water lines, or electrical lines and shall not exceed the timeframe as approved by the designated zoning official and be restricted to a lot upon which a permanent dwelling is being constructed pursuant to 11-3-2 Building Permits and Plans and construction is moving forward in a timely manner. Transit travelers passing through the City may be allowed temporary parking on a commercial privately owned property with property owner or management consent, but such parking shall be limited to a period of not more than 12 hours unless a vehicle emergency maintenance, roadway hazard, medical emergency or inclement weather incident exists where the parking timeframe may be extended to a reasonable time necessary to resolve the incident. Special event attendees may be allowed temporary parking on a public or privately owned property with the consent of the property owner or manager. Said parking may not exceed seven (7) consecutive days and will require written approval by City Management. Special events are defined as: pageants, fairs, carnivals and large athletic events, religious or entertainment events, or large community gatherings that typically have one or more of the following characteristics: outdoor amplified music, a stage or staging, event lighting, tents, additional parking accommodations, traffic restrictions, and other characteristics consistent with larger gatherings that are not consistent with occasional residential parties.

(Ord. No. 726, 3-9-22)

Sec. 11-14-5. Manufactured Home Parks (MHP's), Manufactured Home Subdivision (MHS's) and Recreational Vehicle Parks (RVP's): Additional Provisions and Exceptions.

The following provisions shall apply to all MHP's, MHS's, and RVP's:

A. *STANDARDS.*

	Minimum Development Area	Minimum Space or Lot Area	Maximum Density/Acre	Maximum Height
MHP	1 acre*	3,000 s. f.	12	26'
MHS R-2 District	5 acres	5,000 s. f.	8	26'
Other Districts	5 acres*	4,000 s. f.	11	35'
RVP	1 acre*	1,250 s. f.	20	26'

* Minimum Distances.

	Lots or Spaces Minimum Width	MH to MH	MH to Primary Building	MH to Secondary Building
MHP	30'	15'	15'	10'
MHS R-2 District	60'	20'	20'	10'
Other Districts	50'	15'	15'	10'
RVP	20'	15'	15'	10'

SETBACKS

	Yards: Minimum Front Depth	Yards: Minimum Rear Depth	Yards: Minimum Side Width**
MHP	15'	10'	10' (main entrance side) 5' (non-entrance side)
MHS R-2 District	25'	20'	5'
Other Districts	20'	15'	5'
RVP	15'	10'	5'

* Unless otherwise approved by Special Use Permit

**Whichever is greater of minimum distance between MH and other structure or minimum side width shall govern.

- B. *MANUFACTURED HOME PARK (MHP'S): MINIMUM DWELLING SIZE.* Dwellings within HMP's may be manufactured homes (MH's), trailers, or recreational vehicles. There are no minimum dwelling area requirements for dwellings within MHP's.
- C. *MANUFACTURED HOME SUBDIVISIONS (MHS'S): MINIMUM DWELLING SIZE.* Dwellings within MHS's must meet or exceed the minimum area for Manufactured Housing (MH) units within the District in which the subdivision is located as stipulated in Article 11-14-2. Minimums for R-3 MH shall apply for manufactured homes located in MHS's in Districts for which no minimums are otherwise stated.
- D. *PRIVATE STREETS.* Non-dedicated streets or private drives within a MHP, MHS, or RVP shall be a minimum of twenty-four (24) feet in surface width not including curb and gutter if installed. Streets

shall be surfaced with asphalt, double penetration chip seal, or other appropriate surface as approved by the City.

- E. *EASEMENT ENCROACHMENTS*. Structures, home spaces, or recreational vehicle spaces shall not be located within easements without written approval of the City Commission.

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date 8-11-2025 Address 506 Gray St.

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

Member Hammer made a motion to recommend approval to the City Commission for a Conditional Use Permit for 412 Coleman Street for the placement of Shipping Containers as per Section 11-10-4, contingent upon the applicant moving it to the backyard, based on the finding of fact #5 (possibly impacting nearby property values) Member Kent seconded the motion. Roll call vote was taken. Motion carried unanimously.

Vice Chairman Buhler closed the public hearing.

d) Public Hearing/Discussion/Action: Special Use Permit & Variance Request for 506 Gray St.

Vice Chairman Buhler opened the public hearing.

Proponents: Jimmy Plane

Opponents: None

Assistant City Manager Alvarez: The first thing I'd like to do is make a quick correction on my agenda request form, I noted that the property is being requested to develop to allow for 11 RV sites, it's actually 5. I've had multiple conversations with this not only this applicant, but various applicants. Upon reviewing my site plan here where it showed, it looked like it was showing 5 RV and then 6 sites total. The reference within that site plan is actually 6 sites, 5 of those being RV's and one of them is an existing mobile home on the site. So I would like to make that correction first. They are requesting a Special Use Permit for the development of an RV park. The property is in the R3 district, per our municipal code, recreational vehicle parks are permitted by special use in R3. The property currently has one mobile home on it, and then they would develop an additional 5 sites for RV's. Per the design standard, as noted in the section 11-11 A, B, and C, that's our recreational code, the applicant is requesting a Variance from the streets and access standards. The minimum road width is supposed to be 24 feet, and they're requesting 12 feet. Applicant is here to present, and if the commission is okay with it, I would like to ask Anica to come up and speak about it.

Anica Poli, Applicant: Good afternoon I'd like to introduce myself, my name is Anica Poli, and first I'll start with a little background on who I am and what I'm doing, and then go into the permits I'm applying for, my plans for the property, and then I would welcome your questions. I'm a native New Mexican, I grew up outside of Albuquerque, I love New Mexico, it's my home. I went to school in Socorro, that's when I first spent a lot of time in Truth or Consequences, it was a lovely place for me to come and unwind, and when I had the opportunity to move here and purchase property, I jumped at it. I found this property 506 Gray street, fell in love, and saw an opportunity to do something really special with it. That's why I'm in front of you today. I'm here to request a Special Use Permit for a recreational vehicle park, along with a Variance for the driveway access. I should note, this property, like Traci said, is already zoned R3 for higher-density residential. This would actually allow for multiple units at a higher density and size than what I'm asking for. I chose the RV park route because I really want to preserve as much of the

natural character of the property as possible. So as you can see on the site plan, this approach allows us to maintain a large recreational area and lots of existing tree coverage. The property has these really beautiful native screwbean mesquite trees, I want to save those and keep as many as possible. When I purchased this property, it already had a mobile home and a small recreational trailer on the property. The small one is kind of off to the side now, and we're fixing up a new mobile home. My proposal is to add an additional 5 RV sites, again, for a total of 6 units, there is that correction that Traci said. There was a mistake made on the initial packets but it's 6 units total. I have worked closely with the city to ensure compliance, I'd like to thank Traci and Gary for their guidance throughout this process. I also hired a professional landscape designer to create a thoughtful site plan that carefully follows your code, and our plan meets all the RV park requirements, including proper setbacks and spacing, utility access, and underground placement, a recreational area that's 5% of the gross site area, ours actually goes beyond this, community facilities, restroom, shower, and laundry, adequate refuse collection with weekly removal, we already have this service in place, and if I need to upgrade it I'll coordinate with the city to make sure that's done. We'll include proper lighting for vehicle and pedestrian safety, we'll do perimeter screening and landscaping, there'll be full hookups for all sites, that's water, sewer, and electric. There's that one code requirement we cannot meet, which is the driveway requirement, that's numbers 4 and 8 under section D. So, the code calls for a 24 foot wide driveway with a 50 foot turn radius. With the way this property is shaped, and the existing placement of the mobile home, the entire property would be a driveway. So we did come up with a solution, which is to have a one-way 12 foot wide driveway, and there's an alley at the back boundary of the property that would allow for this one-way access through the property. We are requesting a Variance to install a gate connecting the property to this alley, so this will be pull-through access for the RV movement. This provides superior access to the cul-de-sac turn around, no one is trying to turn around on the property, and it's just a one-way street through. This maintains safety and functionality while working with the property's natural constraints, that allows me to save a lot of those trees, while maintaining a driveway that's functional. I would like to note, I am committed to working with the city to develop this property responsibly and in accordance with your standards. I'd like to thank Traci for her valuable help and insight throughout this process, and I'd also like to thank all of you. I know you're volunteers who want what's best for the city. I'm happy to answer any additional questions about this, I would be very grateful if you could recommend approval of both the Special Use Permit, and the driveway Variance. Thank you.

Member Kent: So I do have a question about the driveway, so it'll be one-way?

Anica Poli, Applicant: It will be one-way.

Member Kent: So they'll come in off the street and they would have to exit out the alley. Currently that alley is not exactly existing.

Anica Poli, Applicant: It's sort of functional.

Member Kent: You get about halfway down, you can barely get to your property, and then you back out, at least, coming from the road. So what are your plans to make that more accessible if there are going to be RV's driving through?

Anica Poli, Applicant: There's not going to be a lot of RV's driving through, I don't know if any of you drove by the property.

Member Kent: Yes.

Anica Poli, Applicant: I have a little recreational vehicle called the Gypsy Wagon, that's mine, I keep that there. I have a few others I'd like to add to the property so I'll be the one moving them. It'll be a more permanent thing, they'll be set. I don't have plans to rent them out.

Member Kent: But you're looking to purchase the RV's and put them on the property and rent them?

Anica Poli, Applicant: Exactly.

Member Kent: So this would be like an Airbnb situation? Are you going to do long-term rentals?

Anica Poli, Applicant: Just to rent them.

Member Kent: Long-term, short-term, which?

Anica Poli, Applicant: It's to rent them.

Member Kent: So people would not be coming in for a night, 2 nights, a week, and then pulling through –

Anica Poli, Applicant: No, people would not be pulling through, I would be the one, or my crew. I'd have drivers that would be pulling through, and it would be very infrequent.

Vice Chairman Buhler: Would these be permanent RV's or...

Anica Poli, Applicant: I'd follow whatever the codes are for the RV.

Member Kent: Well no RV is permanent, it's on wheels.

Anica Poli, Applicant: They're on wheels, yeah, so I'd follow the RV park code requirements with them. But I don't expect a lot of movement in and out of the property.

Member Kent: Well I think that was a significant fact that was not presented, is that this is not something where people are going to be rolling in and out all the time.

Anica Poli, Applicant: No, and it's not going to be random people of the public. And I will help make sure we have good signage on it, where the entrance is. If you look at the site plan, a lot of the parking for personal vehicles is at the front of the property.

Vice Chairman Buhler: This property is clearly in the flood plane.

Anica Poli, Applicant: It's in the 100-year flood plane.

Vice Chairman Buhler: Well, it's by the river, it's very close to the river, and it is in the flood plane. Now, there are base elevations for any permanent structures. Traci, you want to expand on that?

Assistant City Manager Alvarez: I'm going to defer to the City Manager on this.

City Manager Whitehead: The property does not fall within the FEMA flood plane map.

Member Kent: How is that possible?

City Manager Whitehead: I don't know how it's possible if you're asking me. The FEMA flood plane map was changed many years ago, with the addition of the Morgan Street project, and the project that you see run from behind the old Monet building all the way down, so this property did not appear in the FEMA flood plane map.

Vice Chairman Buhler: Well the properties on the river, they have to build 4 feet up.

City Manager Whitehead: If they're within the flood plane map, they would. This particular property is not. It doesn't mean that they shouldn't build and it doesn't mean that they shouldn't address potential drainage problems, but again, it did not appear in the flood plane management. That would require you to have flood insurance, if you were taking out a loan or any of those conditions.

Member Kent: Do we have a flood plane map?

City Manager Whitehead: I didn't bring one.

Member Hammer: I have a couple of questions. Thanks for your presentation and your well thought out map. Where's the community center on this map?

Anica Poli, Applicant: This is a recreational vehicle park, so we have the recreation area, you'll see the calculations there, where it shows the lot square footage. So that's the recreation area, and then we have the laundry, shower, and bathrooms on the far left side if you're looking at it with North facing up.

Member Hammer: And just so I'm understanding, there's not a legend on here, so the kind of lined objects, like the trailer, those would represent the RV's, and then what's in front?

Anica Poli, Applicant: That's the site. So the site is bigger than the RV.

Member Kent: Like a concrete path?

Member Hammer: Like a concrete pad or gravel –

Anica Poli, Applicant: It'll be gravel.

Vice Chairman Buhler: Now this was a homesite, correct?

Anica Poli, Applicant: This is zoned R3, so I guess I'm confused by that question.

Vice Chairman Buhler: It was a homesite.

Anica Poli, Applicant: There was a mobile home on it, and there was also an RV on it when I purchased it, that came with the property.

Member Kent: It's just the mobile home that's still there.

Member Hammer: So you are prepared to invest 5 additional 30 or 50 amp poles for these RV's?

Anica Poli, Applicant: Oh yeah, I've been working with the electrician and talking to the city about that, putting together a good plan to pull the correct permits to do that.

Member Hammer: And water, and then tie into the city sewers, all that?

Anica Poli, Applicant: Yes, I met with plumbers this week.

Member Hammer: It's a big investment.

Anica Poli, Applicant: It's a big investment, yeah. It'll be worth it, though.

Member Kent: So each of these sites, where the RV's will be, will have the sewer –

Anica Poli, Applicant: Full hookups.

Member Luchini: About what size are these units?

Anica Poli, Applicant: They vary, so I'll again, refer to the code for the RV park. But the one I have on there now is 8x20, and it's not hooked up it's just parked there. Until we get our permits, I'm not doing anything with it other than just the construction and infrastructure.

Vice Chairman Buhler: What size is this lot, too?

Anica Poli, Applicant: It's .37 acres, it's approximately 3 city lots.

Member Hammer: So I thought the minimum was an acre.

Anica Poli, Applicant: It is, that's why we're asking for the Special Use Permit. Traci, can I defer to you on this, isn't there a line in the code that says in R3 if it's less than an acre, you can do a Special Use Permit?

Assistant City Manager Alvarez: Correct.

Member Hammer: And obviously, you sent out mailers, otherwise you wouldn't be here? Did you talk to any of your neighbors?

Anica Poli, Applicant: I talked to 2 neighbors, one was concerned because on the mailers that went out, it said 11 sites and he was worried about that, because he was concerned about the trees, he wants to keep those, and I said absolutely, these are beautiful, this is part of why I purchased this property, we're maintaining that, and I'm asking for 6 sites, I don't have plans to develop all of them right now. I'll run the utilities but I don't have plans to put structures or RV's on them right now.

Member Kent: I mean, you will have to take some trees down.

Anica Poli, Applicant: We've had to take one down for the driveway access.

Member Kent: Yeah, that, and some of these paths, at least, when I try to line up these two drawings, there's trees.

Anica Poli, Applicant: The landscape designer did his best to figure out where we can do them, that's why the spacing is the way it is. We might have to lose a few, but we'll keep as many as we can.

Member Luchini: So the parking for the renters is not at the unit?

Anica Poli, Applicant: No, it's at the front.

Member Kent: So they'll never be driving in?

Anica Poli, Applicant: No. There's one parking spot you'll see because we couldn't fit all 6 at the front and we are required to have one parking spot per RV site, and the one at the back would be mine.

Member Kent: Way back here, you're saying?

Anica Poli, Applicant: We were calling it VIP or Princess Parking.

Vice Chairman Buhler: Is there any handicap requirement for this type of a park?

Assistant City Manager Alvarez: Not that I've noticed in the municipal code.

Member Kent: And you'll be living on this property?

Anica Poli, Applicant: We'll see. I want to get it fixed up and set up. Right now I'm back and forth between here and Phoenix, I split my time.

Member Kent: I mean, will there be any kind of like, if you're not here there's going to be a manager or somebody?

Anica Poli, Applicant: Yes, right now I have a handyman who's staying on the property, he's there full-time.

Member Kent: So, keeping the bathrooms clean, if there are plumbing issues, whatever kind of things come up?

Anica Poli, Applicant: Yes absolutely, we'll make sure there's really good management.

Member Luchini: And the rentals that you'll be renting will be new?

Anica Poli, Applicant: It'll be recreational vehicles.

Member Luchini: You're providing them?

Anica Poli, Applicant: The plan is that I will provide them and maintain them, so I would be the one moving them onto the property.

Member Luchini: Do they need to be within a certain year manufactured?

Assistant City Manager Alvarez: The city doesn't regulate inside private property, similar to mobile homes. So, we have a regulation within our code that says if you're going to put a mobile home on a city lot, it has to be less than 20 years old, unless it is in a mobile home park. We do not regulate within the private property or within the park itself, per our code.

Anica Poli, Applicant: I promise they'll look nice. I'm big into aesthetics, preserving the neighborhood. As I talked to my neighbors, I said that we're going to do a good job. We're also putting up a privacy fence, but my goal is to make it a really beautiful, nice place. That's part of why I purchased the property, I fell in love with the views, the nature, I want to preserve that, and I'm not going to plop something ugly on there.

Vice Chairman Buhler: Well this is cropping up, we've had other people come before us, not as large as yours, but to do a similar type of investment with their property.

Member Hammer: There's also a gray area here because they're going to be permanently, well they're not permanent because they're on wheels, but you know, we were talking about the tiny homes also, so I feel like there's some overlap here with tiny homes and RV parks. I guess one of my concerns, I like your vision, but one of my concerns is if we provide a Variance for this property on 1/3 of an acre, when there's a minimum of an acre for an RV park, that's pretty small, then we're opening the door to other property owners in the area, we would have to agree and approve their Variances as well, and is that what we want to do on an overall planning vision, I guess?

Anica Poli, Applicant: Can I speak to that?

Member Hammer: Sure.

Member Hammer: So the code, I poured through the code, I feel like I'm a code geek at this point, I could actually develop it, put 8 apartments on there, big apartments, without coming to you guys. And I'm asking to put 6 very small units on there and keep a lot of my tree coverage.

Member Kent: Yeah, I just, I'm curious why you went down this road, you know, we have a ton of hotels here, we have other RV parks, we have Airbnb's, I mean, why do you want to get into, what appears to me, the short-term rental market of T or C?

Anica Poli, Applicant: I'm just going to be renting them out, I have a business plan for it.

Member Kent: But you're not saying short or long term?

Anica Poli, Applicant: I'm really committed to hospitality and housing, so I don't know how much you want me to speak on my background, but I've done both long and short term rentals, I've been a landlord before, and I know that there's a housing issue in this community, and I actually have a different property that I've invested in that's a Section 8 complex. My thing is, for every Airbnb unit that I have, I will make sure I maintain a long-term affordable housing unit too. And I don't know the exact plan because I don't even have all the units for this yet. But I may have someone living there longer term on-site, maybe even a couple people living there longer term on-site, and then Airbnb out a few units, I like the flexibility, that's why I'm keeping it vague, saying I'm going to rent it.

Member Luchini: So will the units be skirted for pipe protection, water freezing?

Anica Poli, Applicant: I'm looking into that, we're going to figure out what makes the most sense, I've talked to my contractors. For aesthetics, I would like them to be skirted, but then I also like the flexibility, that they are on wheels and I can move them if I need to. I'm open if you have a preference on that, I'm all ears.

Member Hammer: I think you should just be more concerned about frozen pipes more than moving. I've lived in a trailer here, my travel trailer, for a temporary time, and in the winter it was a big concern.

Anica Poli, Applicant: Okay, so skirting's probably a good idea.

Member Kent: Yeah, well that or make sure you've got heated tape underneath your trailers, or you will have frozen pipes.

Anica Poli, Applicant: Okay thank you.

Member Luchini: Skirting's removable.

Anica Poli, Applicant: Skirting it is.

Vice Chairman Buhler: The rule is, too, that you can't live in a motor home on your lot.

Anica Poli, Applicant: Unless it's in a designated RV park.

Vice Chairman Buhler: Right. So I can see more of these type of facilities cropping up, maybe across the street from you.

Member Kent: Yeah, we're going to have a lot of RV parks in town.

Member Luchini: Do you have hot water rights on the property?

Anica Poli, Applicant: That's a whole other can of worms, and I am in talks with the state, also the engineer, on that, since they regulate that part of it. Right now there's city water, sewer, trash service, and electric service, so that's what I'm working on.

Member Hammer: Is your plan to drill a hot water well?

Anica Poli, Applicant: There's an old well on the property, and that's a down the line process. I'm working on just getting the utilities and getting the units in right now, and I'll go through the proper permits and everything if I do pursue that.

Member Luchini: Does a hot water right, does it go to the city first?

Anica Poli, Applicant: State office of the engineers is who regulates them, so I would apply for water permits and then if I needed to drill a new well, I would apply for a permit for that.

Vice Chairman Buhler: You'd have to go to Las Cruces.

Anica Poli, Applicant: Yep, I've already been there once.

Vice Chairman Buhler: Okay, any other questions?

Assistant City Manager Alvarez: Vice Chair, if the board doesn't have any more questions for the applicant, you can open it up for any opponents or proponents.

Vice Chairman Buhler: Is there anyone else who would like to speak here today about this subject?

Jimmy Plane, Proponent: My name's Jimmy Plane, and I'm the son of the neighbor she talked to this morning. We were really impressed with what she told us this morning. I will say that her lot is one of the largest in that area, ours is probably the next largest. So as far as other people coming to you for this kind of thing in that area, probably not going to happen that much because, like I said, her's is the largest, probably in the area. That's all I've got to say.

City Manager Whitehead: I would also add, for the record, in reference to the Planes and their property, I did speak with that particular landowner, I know Jimmy's here representing, but he brought two concerns: the flood plane map; so he was concerned about flooding and he wanted to make sure that if they did address flooding, that obviously it didn't move onto their property, they didn't create a trespass, which we know, that movement of water in New Mexico requires that you not dump water on your neighbors and those items, so that's certainly covered under state statute; and then his concern was the trees, so in that alleyway, there are some old trees that have been there for a long period of time, but it sounds like the property owner is committed to maintaining those. So as we look at that alley, if we have to work with that, I've not been in a situation or seen where, because it is a public right of way, as I expressed to Mr. Plane, if we needed to use it, it is a public right of way, the trees might have to go because it is a public right of way and we'd have to deal with it, but we would work diligently to see if we could open access, just to what would be to the west. So I would just add those two comments to the record.

Member Kent: Which part are you referring to as a public right of way?

City Manager Whitehead: The alley, the alleyway in the back.

Member Hammer: Which is totally overgrown, by the way.

Anica Poli, Applicant: I walked the property with the gentleman that submitted this, and the trees that he's concerned about are nowhere near where I would be pulling through, and nowhere near where I would need to exit the alley, they're on the totally opposite side, so for my purposes, they could be left untouched.

Member Kent: Yeah, the trees weren't so much in the alley, but on your property.

Anica Poli, Applicant: The trees on my property, we're keeping as many as we can.

Vice Chairman Buhler: Well through the permit process, she'll have to also speak with the fire chief, is that not correct?

Assistant City Manager Alvarez: For development of the property, yes.

Vice Chairman Buhler: For her egress, for her one-way egress, basically.

Assistant City Manager Alvarez: That information goes through Planning & Zoning which goes through all utilities including flood and fire.

Vice Chairman Buhler: Okay good, thank you.

Member Hammer: And how long is this Special Use Permit valid for? One year?

Assistant City Manager Alvarez: The Special Use Permit is permanent, I guess.

Member Hammer: Until she sells, and if the new owner, they would have to re-apply? Or is it –

Assistant City Manager Alvarez: Special Use stays with the property, so it's similar to the previous one where it would have transferred with the property owner, had they not split their lot.

Member Kent: Well we have a Special Use *and* a Variance request. So the Variance request, what happens with that?

Assistant City Manager Alvarez: That's a good question, let me see if that's designated. I believe the Variance also goes with them as well, I don't think it's an annual renewal, it's only a Conditional Use and our Kennel Permitting that's annual renewal. It doesn't state in the municipal code. I would gather that in this situation it would transfer with the Special Use, because if the property is developed and then it's sold after development, you wouldn't necessarily request of a new property owner that they would have to then totally re-develop their property.

Member Hammer: Right.

Vice Chairman Buhler: I have one question. Who prepared this, your site plan?

Anica Poli, Applicant: His information is on there, David A Grant, he's a professional landscape designer with 26 years of experience, he's out of Las Cruces, I tried to hire someone local, couldn't find someone to do it, he came and walked the property with me, we went through multiple iterations of this, it's all to scale, submitted it with Traci, if you have any concerns about it I'm happy to address those.

Vice Chairman Buhler: Well I would like to see a better site plan because a landscaper is not a qualified, someone like Kieth Whitney...

Anica Poli, Applicant: I was told I could submit a hand-drawn site plan for this. So, is there something specific that you're concerned about?

Assistant City Manager Alvarez: Our municipal code does allow for a hand-drawn site plan. When it comes to, even, our zoning approval for brand new builds, we don't necessarily get engineered plans, I get hand-drawn plans for building because we're only doing a zoning approval and so as long as the dimensions are identified and the setbacks, it doesn't have to be to scale other than identifying all the dimensions of existing structures, lot line, lot size. Once it gets past me, and it has to go to the state, I don't know what their requirements are.

Vice Chairman Buhler: Well it'll be an engineer I'm sure.

Anica Poli, Applicant: Did you have a concern about the site plan? Is there something I can address?

Vice Chairman Buhler: Well not really other than it's just, you know, I didn't think it was an engineer who had designed it. You know, a landscaping person is not an engineer.

Anica Poli, Applicant: Totally understand, I was working with who I could find that would do it for me.

Member Hammer: I have one, I guess, one concern. So, I know your intention with an RV park is to place RV's semi-permanently, and have people come and stay with them, they're not going to be going in and out. Therefore, the 12-foot access makes sense. But in a real RV park, if you did change hands, if we lose that width of a road, I don't know how much you've driven trailers or RV's but that is really tight to be moving in and out of.

Anica Poli, Applicant: Yeah, it's really tight.

Member Hammer: So, I feel like if this changed hands, we would need to revisit how the RV park is being used, because if it's a normal function of having RV's in and out, either on a daily or weekly basis, this wouldn't work. This would be really hard.

Anica Poli, Applicant: I understand that.

Member Hammer: So I guess that's one of my concerns, if you sold the property, the new applicant wouldn't need to re-apply for the Variance, that would concern me.

Anica Poli, Applicant: We could probably put a stipulation on the permit, or something to that effect?

Assistant City Manager Alvarez: I don't know if there's anything within our code that allows that.

Anica Poli, Applicant: I don't have any plans on selling this. I fell in love with this property.

Member Hammer: Things happen, life happens. So, you know, I have to think about the future and how this is being used. That would just be one concern, and I know we don't have anything in the ordinance, unless we do, that that Variance would be reviewed at that time. Plus, the park is already developed at that point, they're not going to want to come in and re-design the park, I think that would be too expensive. So, that would be one concern. I also feel like we really need to look at our tiny homes and RV park ordinances for little "villages" like this, this is becoming more popular, even nationwide, I do want to support more dense housing, I think it's important, but we've got to build something in our code that has some requirements. We've talked about this a few times in this meeting, I think we need a comprehensive view, because this is going into kind of a tiny home village in my eyes, even though it's on wheels. So, you probably don't know this, but we're having a separate conversation about, how do we change our ordinance to allow tiny homes and what does that look like.

Anica Poli, Applicant: I worked a lot with Traci to figure out how to work within your code, and I want to follow the code, I really want to be in compliance with your code, I want to work with you guys.

Member Hammer: I like supporting innovation, I like supporting business, but I also feel like, I'm addressing Traci and Gary, I would really love to look at the ordinance, and with the Commission, to look at how we can look at this comprehensively and wholistically, to make sure we can support these requests moving forward. Because I feel like these one-offs are getting, someone mentioned, shooting holes in our ordinances, you know? We can allow this applicant to build, and then if somebody else comes and wants to do the same thing, but it doesn't make sense, we could get in trouble, you know, with allowing one and not allowing the other. Is there, do you want to comment? You're shaking your head. Amanda.

Amanda Forrister, Mayor Pro-Tem: That's why they come for Variances, because you can say yes or no.

Member Hammer: I understand, but if you get into many, many, many Variances, you really need to look at your ordinance comprehensively and update it so it makes sense, otherwise why are you having an ordinance, you know? Yeah, I guess that's my concern.

Member Kent: Have you at all considered doing something where the structures would be on a foundation and permanent, not easily towed in and out and moved?

Anica Poli, Applicant: I looked at a couple different options, and what I submitted to you was the best option.

Member Hammer: Is that from a financial point of view? Logistics?

Anica Poli, Applicant: I talked to some builders and some developers, logistics, and again, with your code, because your minimum square footage is 450 square feet per unit, and that's a little bit bigger than I'd need for the units, and this is what made the most sense for what I wanted to do.

Vice Chairman Buhler: Any other questions today?

Member Luchini: How big to you anticipate your units be?

Anica Poli, Applicant: The one that I've purchased now is 8 feet by 20 feet, so about 160 square feet.

Member Luchini: Is that about the size you're looking for?

Anica Poli, Applicant: Yeah, probably about. They're considered recreational vehicles and then that's regulated, MVD has them registered and titled and all that.

Vice Chairman Buhler: So the whole size of the vehicle is 100 and how many square feet?

Anica Poli, Applicant: 120 square feet, that's just the one that I, it's an RV, so they're not large.

Vice Chairman Buhler: People could be living in them. You did state that, you hadn't really decided yet. If you were going to Airbnb them or have people live in them.

Anica Poli, Applicant: Yeah, I will be renting them out.

Member Hammer: But if it's an RV park, they are allowed to live in them, right?

Anica Poli, Applicant: Or I might live in one. It's an RV park, that's why I'm here in front of you.

Member Hammer: Yeah, no understood. We've had a lot of talk about the tiny home situation.

Member Kent: I think for me, when I look at this my biggest concern is just the access of this one-way road. You're saying all the cars will stay parked up front, like no one's going to want to drive their car back to park next to their RV when they have things to unload and for convenience, if they have a kid...

Anica Poli, Applicant: It's not a far walk.

Member Kent: You say that...

Anica Poli, Applicant: Yeah, I understand. Have you seen the property? It's very tight if you do try to drive back into it. I don't even like bringing my car back there.

Member Kent: That's why I still can't even envision this plan. So you'll be able to ensure that there's not traffic going through, then, even if it's just the cars and not RV's?

Anica Poli, Applicant: Yeah, there's going to be a gate at the front, there's two gates at the front of it, and one of those is the driveway one, that's going to be closed, and then there's a pedestrian access on the far side.

Member Kent: So when you say closed, closed or locked?

Anica Poli, Applicant: Closed and locked.

Member Kent: How does that work in the event of a fire or any other emergency?

Anica Poli, Applicant: We can set it up so it can be emergency unlocked very easily, maybe something where it opens from the inside.

Member Hammer: I think glamp camp has a similar policy, they don't allow people to park, or they used to I'm not sure about the new owners, they don't allow people to park their cars next to their trailers, and they can bring their own, they have a combination of fixed and mobile, and you have to walk into your spot. They might provide carts and stuff.

Anica Poli, Applicant: Wagons or something like that.

Member Luchini: I really like your idea.

Anica Poli, Applicant: Thank you, I appreciate it. A lot of thought and effort went in.

Member Luchini: I'm just concerned about the size and access.

Anica Poli, Applicant: I understand. Yeah, 12-foot wide, for one-way, it works. Two-way wouldn't happen, but again, we will have signage and I would be the one that would be moving things in and out.

Member Hammer: How many RV's have you procured?

Anica Poli, Applicant: I've procured three. Two are in Phoenix waiting until I get my permits to come out, and then the one that's here now.

Member Hammer: The Gypsy Wagon? That's the one I saw.

Anica Poli, Applicant: The Gypsy Wagon.

Member Hammer: Are they all like that?

Anica Poli, Applicant: They're all very nice like that. Yeah, one is a little bit different, it's more Frank Lloyd Wright style, a bit more modern, and then the other one, we're calling the fairy cottage, is small and cute.

Vice Chairman Buhler: I do have one last question, could a fire truck get in there if there were a fire? With a 12-foot easement?

City Manager Whitehead: So it's a tough question, because a fire on any home on that street, the fire department wouldn't drive onto the property, they would stage in the street, so the street would be adequate for staging of the firetruck.

Member Hammer: What about an RV park?

City Manager Whitehead: Same situation, they technically would stage in the street, they wouldn't drive into the property that I'm aware of. Obviously, the fire chief would probably make decisions based on the situation at hand, but I think their general concern is being able to stage in the street, having adequate water.

Vice Chairman Buhler: Anyone want to make a motion here? Thank you very much.

Member Kent: Well I do appreciate you putting a lot of thought into this, not everyone does, so that does help. I don't know that we need more RV parks, but that's my personal opinion. However, based on rules and regulations and ordinances, and what is allowed in the city, assuming there's no concern with the one-way, I do worry about this sale down the road, because they may not want to keep them staged in there, you know? It could be a problem later, and that honestly is my one big hangup on this plan because when I first saw this I assumed it was going to be an RV park where I just come rolling into town for the weekend and I'm going to be like, "Oh, hey, there's this cute RV park, I'm going to bring my RV in." and the way it's accessed in the alley and the single lane, I was like, no way. So I look at this and think this is great the way you're presenting it now, because you're going to bring your own RV's, they're going to be as fixed as an RV ever is, and people will come to live and rent, but then what happens down the road? That is my biggest hangup when I look at this because the alley's

not accessible, if I lived there, I would not want the exit traffic of an RV park going down my back alley all day long, which is what's going to happen to the people who live there, there's no avoiding it, so I'm really stuck on that one, I don't know.

Member Luchini: Well I think calling it an RV park is misleading, it's basically a tiny home village. We're having issues and wants to create a more followable tiny home code. I think we're moving ahead without getting that code and policy in place. I love your idea, I think it's great but I think, I don't know, and you have spent a lot of time.

Member Hammer: Gary, what is the timeline on the tiny home discussion, and village, I know this has come up a few times in the last few meetings, is this on the priority list for the commission?

City Manager Whitehead: I would say as it relates to this issue, it's irrelevant.

Member Luchini: The timing or...

City Manager Whitehead: The timing of when the code could change is irrelevant to this particular decision. You need to make your decision based on the current code that you have in front of you, and your recommendation needs to be such. I think, to be fair to you, because you're working hard, as I said earlier, January or February is the timeline I'd like to present some changes to the code for the Commission for the beginning of a new ordinance. It'll take 60 days to go through the process, to get those heard, make sure we don't have any concerns with that. That would be my shortest answer to when it could happen, but in this particular case, when the code's going to change is irrelevant to the decision in front of you.

Member Hammer: Understood.

Member Kent: This is an RV park, this is not a tiny home village, these are RV's.

Member Hammer: Totally, it's just bringing up lots of topics that are hot right now. I'm sorry, I just have one more question for clarity, so we cannot put a condition on this approval, that if it changes hands, well, it's already developed, I share the same concern that we are approving a Variance based on the expectation that these RV's are fixed and not going in and out and I, personally, don't believe that 12 feet is wide enough for a regular RV park that functions as a regular RV park with in and out traffic, that's my concern. Again, I love the idea as well, I really do, and I like how much thought you put into this, I think that's kind of my one hinging concern.

Member Luchini: Why can't you put a contingency or a condition on it?

Assistant City Manager Alvarez: I don't see anywhere in the code where it allows for that, but I will, I guess, I'll defer to the city manager.

City Manager Whitehead: I would echo the same, one of the things that seems to get lost, and certainly the code has some issues, but the code represents a right, a property right, each side is entitled to rights, they're entitled to the rights that we've identified in the code, that we want to implement. If the particular land owner is meeting all the conditions that we have set forth, we wouldn't be allowed, and the code really does not say in a Variance that the Variance can be conditioned, it's just clear. You would make a recommendation, the City Commission ultimately decides whether or not they want to move forward and allow for that.

Anica Poli, Applicant: I think, functionality-wise, if down the line I did sell the property, that whoever bought it would quickly realize that you can't move super large things down this 12-foot wide driveway, it's fine for moving small things in and placing them, but not for everyday traffic, so I think that kind of would take care of it.

Member Kent: One would hope.

Member Hammer: If they do their due diligence.

Member Kent: I mean, ultimately, if RV's were coming in and out of this, there'd have to be a size limit.

Anica Poli, Applicant: I'd be open to putting a size limit on what comes in.

Member Hammer: Well we can't enforce that.

Anica Poli, Applicant: But if there's anything I can do to help address this, please let me know.

City Manager Whitehead: I would add, not to sway your decision, but if an individual takes a property and develops it in a manner that's consistent with the code, if they plan on selling it, they will do a quality job on such product, so the buyer of that product is probably going to be more interested in how it's functioning, than what they would want to do to change it to be different. I think that's a consideration that you should look at too. If this is a great property, it works well, it's doing well, if it had to be sold, the chances of it remaining as you granted it today, if you did, would be consistent, I wouldn't change it. That's as much of a consideration as, if someone bought it, would they want to change it, it's a 50/50 proposition.

Member Kent: Sure, but are you selling it with the fixed RV's on the property or not because if you're not, then they'd think, "Great I just bought an RV park. Come bring your RV's."

City Manager Whitehead: I'm not deciding whether or not you would, I'm just saying that if my product that I developed is a good product and it was quality, and somebody wanted to buy it, they would want to buy it based on its revenue generation, its ability to function, what it did, what they liked about it. That's as much of an opportunity as not, that's all I'm pointing out.

Member Hammer: We're also setting a precedent if we approve this, that we can build RV parks in this zone with 1/3 of an acre, basically, is what we're saying.

Anica Poli, Applicant: That's already in the code.

Member Hammer: Anyway, that's just something to think about because if all the other conditions were right, we would be required to approve RV parks on 1/3 of an acre in the future, you know?

Vice Chairman Buhler: Okay, so now we have to vote to either recommend or not. So we need somebody to make a motion one way or the other.

Member Kent: I make a motion to approve this, because, you have put a lot of time and effort in, and I really hope you're truthful with everything you're saying, with the aesthetics and what you're planning to do with this because I would much rather see this than some other things I see in town. So with that said...

Member Luchini: I do see the point of, if the property changed, and the business changed owners, that obviously it's not functional for full-size in and out RV's, and I wish you well.

Member Hammer: Are you seconding?

Member Luchini: I guess so, I was thinking of that motion.

Vice Chairman Buhler closed the public hearing.

Member Kent made a motion to recommend approval to the City Commission for a Special Use Permit & Variance Request for 506 Gray St. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

- e) Public Hearing/Discussion/Action: Conditional Use Permit at 303 Jones St. The applicant is in the C-1, M-1 and T-1 Districts.

This item was removed from the agenda.

5. OLD BUSINESS:

- a) Discussion/Update: Robert's Rules of Order

Tabled

- b) Discussion/Update: Kennel Permit 412 W Elm Street

Code Compliance Officer Knull: It is still currently compliant with all of our codes, the applicant has moved the kennel as you guys had requested, we are just awaiting an inspection date to go do a follow up inspection, make sure it still follows code. However, nothing in the code says that he needs another inspection, that the Kennel Permit or Multi-Animal Site Permit has

already been approved, there's nothing that says it has to come back for renewal until it expires. The applicant has requested that we just go do another inspection, we are just waiting to schedule it with him and see where we're at with that.

Member Hammer: So the kennel was physically moved towards the rear of the property, by volunteer?

Code Compliance Officer Knull: The previous opponent to the permit has since moved away from the location, they are no longer there. But the kennel has been completely moved to a different location in the yard.

Member Hammer: Did he sell the house?

Code Compliance Officer Knull: As far as I'm aware, it's vacant, yes.

Member Hammer: Well he still owns it? What happened with the appeal?

Code Compliance Officer Knull: I'm not sure.

Member Hammer: He appealed, so what's the process now?

City Manager Whitehead: There really is no process for an appeal. The question was brought forth, as we said before, one area that was potentially missed in this, was that you had the opportunity to table it, make sure the applicant moved, then you would have been looking at it and it would have been compliant. In this particular case, I would say the applicant did what was asked even though it wasn't required. So there wasn't really a formal appeal process, there was a step where the Commission could have decided to withdraw that, however, when we look through the code, I called in the police chief and Tyler, we went through the code, we read through it completely. The only way that any permittee with a kennel could lose their permit would be if they were found guilty of some violation within the code. In this particular case, or in any other ones, they're not. So just a simple complaint from the neighbor is not enough within the structure we have for us to withdraw the permit.

Vice Chairman Buhler: So now it's between the two parties, basically?

City Manager Whitehead: That would be correct.

Member Hammer: So, sorry, the appeal that I was talking about was the neighbor who was opposing, he filed an appeal when he learned that the permit had been issued.

City Manager Whitehead: Correct.

Member Hammer: So what happened to that appeal? Nothing happens?

City Manager Whitehead: Nothing happens, there's no opportunity within the code, there's no process, and there's no violation of the code. The individual that asked for the permit has, again, performed within the code, has done all that they were supposed to, and they actually went a step further, which was to comply with what they had agreed to, which was to move the kennel, so there's no violation. If during the inspection, we were to find a violation, if he was to be cited, he would then go to court. If he went to court and was found guilty of the violation, then the Commission could decide to revoke that permit, but that's the only requirement of the code.

Member Hammer: Understood. So your understanding was that the opposing neighbor moved away?

Code Compliance Officer Knull: That's my understanding of the current situation.

Deputy Clerk Martinez: So if I may, he stated that at the meeting, he stated, and it's reflected in the minutes, that he does leave in August.

Member Hammer: Temporarily because he works somewhere else, but I was wondering if he actually moved.

Deputy Clerk Martinez: Right, but then he also stated that he was fixing the property to turn around and sell it.

Member Hammer: Okay. That's irrelevant to this conversation, but I just wanted to, sorry...

City Manager Whitehead: None of that is relevant to the conversation, what's relevant is, the applicant applied for his permit, he's beyond compliant, he's also accepted the conditions that you placed on him even though there was a misunderstanding between the Planning & Zoning board and the Commission. That's our update. Thank you.

6. REPORTS FROM THE BOARD:

7. REPORTS FROM STAFF:

Deputy Clerk Martinez: I just have one, we've discussed it, so if you guys would like to appoint somebody from the board, or have somebody represented at the commission meetings to speak during, because of course the public hearings will go back.

Member Hammer: If there's a P&Z topic being discussed at the meeting. We did talk about that.

Deputy Clerk Martinez: Correct.

Member Kent: On an ongoing basis?

Member Hammer: Yeah.

Deputy Clerk Martinez: If it's something you want to discuss in the future.

Vice Chairman Buhler: It wouldn't have to be every meeting.

Member Hammer: Maybe we can kind of rotate instead of just one representative, whoever's available. And again, it's only if a Planning & Zoning topic is being discussed at the commission meeting. It just came up as a suggestion so that we could speak to it.

Deputy Clerk Martinez: So if you guys would like, we can put it on the next agenda.

Member hammer: Can we?

Deputy Clerk Martinez: Yes.

Member Hammer: Thank you, thanks for bringing that up.

8. ADJOURNMENT:

Vice Chairman Buhler **adjourned the meeting at 5:32 p.m.**

PASSED AND APPROVED ON THIS 8th DAY OF AUGUST, 2025.

Chris Sisney, Chairman
Planning & Zoning Board



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.7

SUBJECT: School Resource Officer Service Agreement

DEPARTMENT: TCPD

DATE SUBMITTED: August 14, 2025

SUBMITTED BY: Deanna Knull

WHO WILL PRESENT THE ITEM: Chief Luis Tavizon

Summary/Background:

To review and approve the service agreement between TCPD and T or C Municipal Schools for a certified officer to perform agreed upon duties of School Resource Officer

Recommendation:

[Click here to enter text.](#)

Attachments:

- SRO Service Agreement
- [Click here to enter text.](#)

Fiscal Impact (Finance): Choose an item.

TCMS agrees to reimburse City of T or C \$59,000.00 per school twelve-month period

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 8/27/25

THIS SERVICE AGREEMENT dated this 1, day of July, 2025

BETWEEN AND BY:

Truth or Consequences Municipal Schools (TCMS)
910 N. Date Street
Truth or Consequences, N.M. 87901

AND

City of Truth or Consequences Police Department (TCPD)
507 McAdoo St.
Truth or Consequences, N.M. 87901

WHEREAS, the TCMS requires the services of a School Resource Officer (SRO) and the TCPD agrees to provide and manage for the TCMS an SRO in the TCMS consisting of one full-time SRO, their vehicle, supplies and equipment and the TCMS agrees to reimburse the TCPD for its expenses in providing the said SRO program; and

WHEREAS the TCMS and TCPD desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the TCMS;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section I: Goals and Objectives

It is understood and agreed that the TCMS and TCPD officials share the following goals and objectives with regard to the SRO in the schools:

Foster a positive community relationship with students, school officials, and parents to include participating in educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;

Attend extra-curricular activities held at schools, when possible, such as school board meetings, athletic events, and other school functions;

Act swiftly and cooperatively when responding to reports of criminal offenses at school;

Report crimes that occur on campus to school officials, and investigate any crime reported that occurred within TCPD jurisdiction. Assist with home visits for truancy, attendance, or student welfare issues at residences within the city. If the crime did not occur or a residence is not located within TCPD jurisdiction, the SRO shall cooperate and refer such case to a law enforcement agency that has jurisdiction to investigate the matter.

Provide traffic control at schools for the safety and protection of students and the general public.

Section II: Employment and Assignment of School Resource Officers

TCPD agrees to employ one SRO during the term of this agreement. The SRO shall be an employee of the TCPD and shall be subject to the administration, supervision, and control of the TCPD and City of Truth or Consequences, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement.

The SRO shall be subject to all other personnel policies and practices of the TCPD and the City of Truth or Consequences. TCPD and the City of Truth or Consequences, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO. The TCPD shall hold the TCMS free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO.

In the event an SRO is absent from work for less than one school day, the SRO shall notify their supervisor in the TCPD and TCMS agrees that on-duty patrol officers will handle calls for services arising from TCMS while the SRO is absent. TCPD agrees to assign another police officer to substitute as an SRO only when the SRO is absent from the school for more than one school day. TCPD agrees to notify the superintendent when an SRO is absent from the school for a period exceeding one school day.

SRO will provide each school principal and superintendent with his or her working schedule and phone number contact information. TCMS agrees that the SRO may have occasions during a school work day where he or she may be not physically present at the schools such as but not limited to: attendance at court-ordered hearings, attendance at department meetings and/or training, attendance at prosecution meetings, assistance to on-duty patrol officers/detective, or conducting traffic safety enforcement operations near or around school zones.

Section III: Compensation

For and in consideration of the TCPD providing the SRO Program as described herein, the TCMS agrees to reimburse the City of Truth or Consequences fifty-nine thousand dollars (\$59,000) per school twelve-month period, subject to approval by the Truth or Consequences City Commission and the Truth or Consequences Municipal Schools School Board. The said compensation shall occur in twelve equal monthly installments on or about the first day of each calendar month by the TCMS to the City of Truth or Consequences. Any SRO incurred overtime compensation (any hours after the 84th hour per city pay period) related to TCMS SRO duties shall be billed to TCMS at the end of the month and due payable to the City of Truth or Consequences by the 10th day of the following month.

Section IV: Duty Hours

The maximum number of hours that an SRO officer shall be on duty in a workweek shall be 42 hours and the minimum shall be 40 hours. Specific SRO duty hours are 7:30 a.m. to 3:30 p.m. during school-in-session days. Prior SRO schedule change arrangements can be made when there is an agreement between TCMS and the assigned SRO to include allowing the SRO to change the above specific duty hours on particular days (i.e., flex Fridays) to other days/times so that the SRO can attend extracurricular activities to include any school-sponsored meetings, events, functions including athletic events on regular work time opposed to overtime.

TCMS agrees to provide TCPD a schedule or reasonable notice of extracurricular activities to include any school-sponsored meetings, events, or functions including athletic events, for which the SRO presence is requested. TCMS agrees to compensate TCPD for any overtime hours (any hours after the 84th hour per city pay period) worked by the SRO at their request. When school is not in session, the SRO shall perform regular law enforcement duties within the city at the direction of TCPD.

It is understood and agreed that time spent by SRO attending court juvenile, criminal cases, and/or any other official matter arising from and/or out of their assignment as an SRO shall be considered as hours worked under this Agreement. TCMS agrees that in the event of an emergency, the SRO is ordered by the TCPD to leave their school duty station during normal duty hours as described above and to perform other services for the TCPD, the time spent shall not be considered hours worked under this Agreement, but the SRO shall make-up those hours in the current or upcoming pay period.

Section V: Basic Qualifications of School Resource Officers (SROs)

To be an SRO, an officer must first meet all of the following basic qualifications:

Shall be a commissioned law enforcement officer;

Shall possess sufficient knowledge of the applicable Federal and State laws, City Ordinances, and Board of Education policies and regulations;

Shall be capable of conducting criminal investigations;

Shall possess even temperament and set a good example for the students; and

Shall possess communication skills that would enable the officer to function effectively within the school environment.

Section VI: Duties of School Resource Officers (SROs)

To protect the lives and property of community residents, school employees, students, and visitors;

To provide traffic control at schools for the safety and protection of students and the general public;

To enforce Federal, State, and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations;

To investigate criminal activity committed on or adjacent to school property or in school facilities or transportation vehicles within city limits;

To answer questions that students may have about State, Federal, or Local laws;

To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

To provide security for special school events or functions, such as school meetings, at the request of the principal.

Section VII: Chain of Command

As employees of the TCPD, the SRO shall follow the chain of command as set forth by TCPD leadership. In the performance of their duties, the SRO shall coordinate and communicate with the principal or the principal's designee.

Section VIII: Training/Briefing

The SRO shall be required by the TCPD to attend training and/or briefing sessions. These sessions will be held at the direction of the TCPD and any time spent in these sessions shall be considered time worked under this Agreement.

Training sessions will be conducted to provide the SRO with appropriate in-service training as required by law. The TCMS also may provide training to the SRO on Board of Education policies, regulations, and procedures.

Section IX: Dress Code, Supplies and Equipment

TCPD shall provide the SRO uniforms/equipment/department-assigned vehicle. In addition, the TCPD agrees to:

Maintain the vehicles assigned to SROs; pay for gasoline, oil replacement tires, and other expenses associated with the operation of the said vehicles; and purchase and maintain comprehensive general auto liability insurance on the said vehicles.

TCPD agrees to provide the standard-issued pistol and round of ammunition for each SRO. TCMS agrees to provide the SRO with the usual and customary office supplies at each school site as needed in the performance of their duties.

Section X: Transporting Students

It is agreed that the SRO shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist; and when students are suspended/expelled and sent home from school pursuant to school disciplinary action s if the student's parent or guardian has refused to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

In cases where the parents refuse to pick up the student, the SRO shall contact the Children, Youth, and Families Department (CYFD) to inform them of the situation and arrange proper care for the student. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive the TCMS school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

If feasible and when able to, the SRO shall notify the school principal or appropriate school official about a student needing to or being removed from campus.

Section XI: Investigation, Interrogation, Search and Arrest Procedures

The SRO shall adhere to the standard operating procedures (SOP) for the investigation of crimes and interrogation, search, and arrest of students as written by TCPD policies, procedures, and state law.

Section XII: Search Procedures

If the school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student, and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. If the search uncovers evidence of criminal misconduct, the evidence shall be turned over to the SRO. SRO may search a student or the student's possession including a vehicle only when probable cause to apply and obtain a search warrant, obtaining owner consent, and/or other exceptions to the search warrant rule such as but not limited to plain view doctrine, search incident to arrest, or exigent circumstances.

Section XIII: Controlled Substances

School officials shall notify the SRO in all cases involving the possession, sale, or distribution of controlled substances at school or school activities. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for further investigation and custody.

Section XIV: Access to Education Records

School officials shall allow SROs to inspect and copy demographic records (i.e.; name, date of birth, address, phone number, parental information, grade, and school photograph) as maintained by the school. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.

If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

Section XV: Term of Agreement

The term of this agreement is one year from the day and year first written above. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of nonrenewal is given by either party, in writing, with at least a sixty (60) day notice.

Section XVI: Insurance and Indemnification

Each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (NMSA 1978, Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, and do not waive any defense or limitations of liability pursuant to law. No provision in this Agreement modified and/or waives any provision of the New Mexico Tort Claims Act.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date noted below:

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:

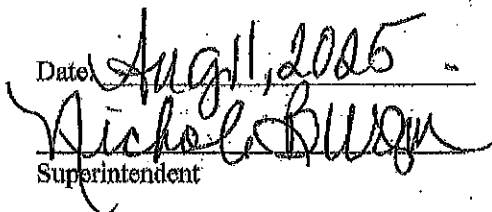
School Attorney

ATTEST:

TRUTH OR CONSEQUENCES
MUNICIPAL SCHOOLS BOARD



School Board President

Date: August 11, 2005


Superintendent

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:

City Attorney

ATTEST:

City Clerk

TRUTH OR CONSEQUENCES
CITY COMMISSION

Mayor

Date: _____

City Manager



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.8

SUBJECT: CONSENT TO WORKING WITH DOG IS MY COPILOT

DEPARTMENT: ANIMAL SHELTER

DATE SUBMITTED: August 21, 2025

SUBMITTED BY: TARA MANNING

WHO WILL PRESENT THE ITEM: TARA MANNING, ANIMAL SHELTER SUPERVISOR

Summary/Background:

DOG IS MY COPILOT IS A COMPANY THAT TRAVELS THE COUNTRY, FLYING OVER 1,000 ANIMALS A MONTH FROM SHELTERS TO BRING THEM TO OTHER RESCUES. THEY ARE WANTING TO TAKE AT LEAST 5 ANIMALS FROM OUR SHELTER ON SATURDAY, SEPTEMBER 6TH. VOLUNTEERS WILL BE TRANSPORTING THEM TO THE BELEN AIRPORT.

Recommendation:

TO CONSET TO THE PARTNERSHIP AND MOU FOR DOG IS MY COPILOT

Attachments:

- PARTNERSHIP AGREEMENT FOR DOG IS MY COPILOT
- MOU FOR DOG IS MY COPILOT

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

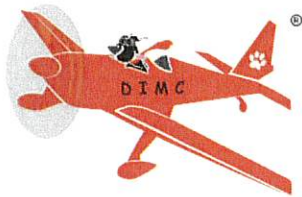
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8/27/25



Dog Is My CoPilot

PARTNER APPLICATION

Applicant Information	Destination Organizations	References	Partner Agreement
0% Complete 1 of 4			

Applicant Information

Are you applying to be a source or destination partner? *

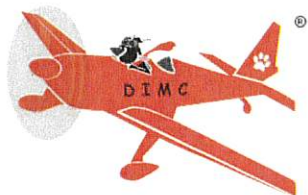
- ☐ Source Partner
- ☐ Destination Partner

Name of Organization *

EIN # *

EIN # for private organizations or Tax ID # for municipal Shelters. (Ex: 12-1234567)

Address *



Dog Is My CoPilot

City

State/Province

Zip/Postal

Country

Phone Number ***Website *****Main Contact Name *****Main Contact Email ***

Are you a Petco Love partner? *

☐ **Yes**☐ **No**[Next](#)

DOG IS MY COPILOT

ABOUT

SUPPORT OUR WORK

JOIN OUR FLIGHT TEAM

flightupdates@dogcopilot.org Story

PO Box 3399

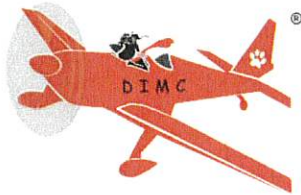
Meet the Team

Donate Online

Dedicate a Gift

Sign up for our
Newsletter

Jackson, WY 83001



Dog Is My CoPilot



Copyright ©2025 Dog Is My CoPilot,
Inc. All Rights Reserved. Professional
Photos By Laura Verhaeghe.

[Privacy Policy](#)

This site uses cookies. By continuing to browse the site, you are agreeing to our use of cookies.

[OK](#) [LEARN MORE](#)

[Cookie and Privacy Settings](#)

How we use cookies

We may request cookies to be set on your device. We use cookies to let us know when you visit our websites, how you interact with us, to enrich your user experience, and to customize your relationship with our website.

Click on the different category headings to find out more. You can also change some of your preferences. Note that blocking some types of cookies may impact your experience on our websites and the services we are able to offer.



Dog Is My CoPilot

website, refusing them will have impact how our site functions. You always can block or delete cookies by changing your browser settings and force blocking all cookies on this website. But this will always prompt you to accept/refuse cookies when revisiting our site.

We fully respect if you want to refuse cookies but to avoid asking you again and again kindly allow us to store a cookie for that. You are free to opt out any time or opt in for other cookies to get a better experience. If you refuse cookies we will remove all set cookies in our domain.

We provide you with a list of stored cookies on your computer in our domain so you can check what we stored. Due to security reasons we are not able to show or modify cookies from other domains. You can check these in your browser security settings.

Other external services

We also use different external services like Google Webfonts, Google Maps, and external Video providers. Since these providers may collect personal data like your IP address we allow you to block them here. Please be aware that this might heavily reduce the functionality and appearance of our site. Changes will take effect once you reload the page.

Google Webfont Settings:



Dog Is My CoPilot

Vimeo and Youtube video embeds:



Privacy Policy

You can read about our cookies and privacy settings in detail on our Privacy Policy Page.

[Privacy Policy](#)

[Accept settings](#)

[Hide notification only](#)

Memorandum of Understanding Source Partner

This Memorandum of Understanding (MOU) is made as of the date indicated with signatures herein by and between Dog Is My CoPilot, Inc., P.O. Box 3399, Jackson, WY 83001, and **T or C Animal Shelter**. The purpose of this MOU is to establish a clear understanding of the protocols in place for all parties involved in the transfer of animals.

Organization Roles

Dog Is My CoPilot Mission: Dog Is My CoPilot is a 501(c)(3) organization providing communities struggling with pet overpopulation a fully funded service to transport adoptable animals to areas where demand for pets is greater. Our services are offered at no cost to our partners. We are based in Jackson, Wyoming, and operate in the Western United States.

Group Mission:

Transporting shelter animals in a effort to provide an opportunity for a forever home

Purpose of Program

The objective of this program is to provide air transport services at no cost to our partners, fostering meaningful collaboration to increase lifesaving efforts.

Guidelines

The following guidelines are agreed upon by Dog Is My CoPilot and **T or C Animal Shelter** :

Dog Is My CoPilot Responsibilities:

- Communicate regularly to coordinate capacity, intake schedules, transportation, and animals.
- Cover all transport costs.
- Work with source shelters to adhere to prescribed transfer protocols (Appendix A). Protocols may be modified as needed during the partnership and adjusted on a case-by-case basis.
- Discuss and plan each transport, including date, time, and the approximate number of animals.
- Meet any additional state importation requirements.
- Secure proper paperwork from source communities while recognizing the need to elevate procedures as necessary.
- Assign a dedicated point of contact for the relationship.
- Use positive language when referring to the partnership and the source community partners.
- Collaborate with partners to celebrate the program through communications and media.

Group Responsibilities:

- Ensure a solid working relationship between source and destination agencies, focusing on philosophical alignment and ongoing communication.
- Communicate directly with the receiving organization for any additional partnership requirements between source and destination partners.
- Accept Dog Is My CoPilot transfer protocols (Appendix A) and advise of specific state requirements for animal transport.
- Use positive language when referring to the partnership, the source community, and Dog Is My CoPilot.
- Assign a dedicated point of contact for the relationship.
- Collaborate with Dog Is My CoPilot to celebrate the program through communications and media.



Dog Is My CoPilot

307.359.5452
flightupdates@dogcopilot.org
POB 3399 Jackson, WY 83001
dogcopilot.org

Initial

Group Attests:

- The agency is a registered 501(c)(3) or a municipal agency managing animal control.
- All participants commit to adhering to local, state, and federal regulations.
- The organization is in good standing with the community, the animal rescue community, and government agencies.
- The organization will work with the destination partner to discuss individual procedures and protocols.
- Animals transported by Dog Is My CoPilot, along with their crates, become the property of the destination organization upon boarding the plane. Dog Is My CoPilot does not take ownership of the animals or crates at any time.
- The flying schedule is weather-dependent, and changes may be necessary for safety reasons.

Signatures

By signing below, the parties acknowledge they have read and understand the terms of this agreement.

Group Representative:

Date: 8/24/25



Dog Is My CoPilot Representative:

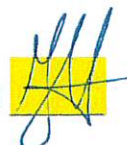
Date:



Dog Is My CoPilot

307.359.5452
flightupdates@dogcopilot.org
POB 3399 Jackson, WY 83001
dogcopilot.org

Initial



Appendix A: Dog Is My CoPilot (DIMC) Transport Protocol for Source and Destination Partners

Dog Is My CoPilot (DIMC) operates as an independent organization specializing in transport services. We are not a sheltering agency. DIMC collaborates with both source and destination agencies to facilitate animal transports (by air) but does not select the animals for transport. DIMC does not take ownership of animals; they become the property of the destination agency upon boarding the aircraft.

General Guidelines

- All partners must adhere to animal transport best practices to ensure the safety of animals, pilots, and ground personnel.
- Reference materials:
 - [SAWA Companion Animal Transport Best Practices](#)
 - [AVMA Transport Best Practices](#)

Administrative Requirements

1. **Designated Coordinators:** Each transport must have a designated coordinator at both the source and destination. Their responsibilities include:
 - Organizing timing, number, and types of animals for transport.
 - Evaluating health and behavioral considerations.
 - Maintaining communication between agencies.
 - Providing required paperwork to DIMC promptly.
2. **Inter-Agency Collaboration:** Source and destination agencies should establish a solid working relationship, ensuring philosophical alignment and clear communication. Both agencies must agree on medical and behavioral evaluation standards.
3. **Regulatory Compliance:** All participating groups must adhere to applicable local, state, and federal regulations for companion animal transport.
4. **Community Impact:** Partnerships should have a positive impact on both communities and animals in the short and long term.

Required Paperwork

1. Both source and destination groups must complete the DIMC Memorandum of Understanding (MOU) and have a current partnership form submitted.
2. Animal records must accompany the transport and include:
 - Health certificates signed by a licensed veterinarian (also sent to DIMC before transport).
 - Intake forms, including vaccination records (for the receiving partner); option to send electronically.
 - All medical and behavioral records (for the receiving partner); option to send electronically.

Medical Standards for Transported Animals

1. **Vaccinations:**
 - Rabies vaccinations administered by a licensed veterinarian for animals 12 weeks or older, unless contraindicated.
 - Follow [The Association for Animal Welfare Advancement vaccination guidelines](#).
2. **Health Evaluation:**
 - Conduct visual exams to rule out conditions such as bite wounds, open sores, kennel cough, diarrhea, or lethargy.
 - Animals recovering from surgery or medical treatment must have at least 48 hours of recovery before transport.



Dog Is My CoPilot

307.359.5452
flightupdates@dogcopilot.org
POB 3399 Jackson, WY 83001
dogcopilot.org

Initial

- Animals with known contagious or communicable disease are not eligible for transport
- Test all dogs greater than 6 months of age for microfilariae and heartworm antigen d. Heartworm positive dogs accepted for transport must comply with the American Heartworm Society and Association of Shelter Veterinarians' and must comply with state regulations. Current recommendations for Minimizing Heartworm Transmission in Relocated Dogs available [here](#).
- 3. **Sterilization:** All animals must be sterilized either before transport (preferred) or by the destination agency.
- 4. **Transport Readiness:**
 - Animals under 16 weeks old must receive a small meal or snack on the day of transport.
 - Animals 16 weeks or older should not be fed after midnight before transport.
 - Young animals should be at least eight weeks old at time of transport unless they are being sent with their mother.
 - Animals should be transported in separate enclosures (except in the case of litters or kennel mates)
 - No more than 2 puppies per crate, 8 weeks of age and older, that are comparable size, may be transported in same kennel (exceptions can be discussed on a case-by-case basis).
 - No more than 4 kittens per crate, 8 weeks of age or older, that are comparable size, may be transported in same kennel (exceptions can be discussed on a case-by-case basis).

Rescue Flight Details

1. Familiarize yourself with airport and Fixed Base Operator (FBO) details provided by DIMC.
2. Designate a contact person with a cell phone for day-of-transport updates.
3. Arrive on time as indicated on the flight itinerary.
4. Source and destination organizations should provide adequate personnel for crate loading/unloading as directed by the flight coordinator with DIMC
5. Ensure proper animal identification on crates (see crate labeling requirements below).

Crates

1. Animals must arrive at the airport already in secure plastic vari kennels (no wire crates).
2. Crates must:
 - Have solid, leak-proof bottoms with absorbent bedding.
 - Be secured with zip ties.
 - Allow animals to stand, lie down, and turn around comfortably.
 - All crates should have a "Live Animals" sticker with arrows to indicate upright position of enclosures.
3. Frozen cups of water can be placed in the back of kennels for hydration.
4. Receiving organizations are responsible for food and water upon animal arrival.
5. Receiving organizations must bring clean, broken-down kennels for future transports. The crates the animals arrive stay with the receiving destination group
6. Source shelter coordinator should bring extra, smaller sized crates in the chance of downsizing at the airport if needed

Crate Labeling

Crates must have labels securely attached to the front, including:

- Animal name and/or identification number.
- Destination airport code.
- Destination group name.

For multi-destination transports, [use color-coded tags as directed by DIMC](#).



Dog Is My CoPilot

307.359.5452
flightupdates@dogcopilot.org
POB 3399 Jackson, WY 83001
dogcopilot.org

Initial 

By signing below, I confirm that I have read and agree to comply with the transport protocol outlined above.

Group Representative:

Date:

8/21/25



Dog Is My CoPilot

307.359.5452
flightupdates@dogcopilot.org
POB 3399 Jackson, WY 83001
dogcopilot.org

Initial

[Handwritten signature]



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.9

SUBJECT: Emergency Response Report
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: August 6, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

This presentation integrates the rundown report, police report, weather storm disaster attachment and photographic evidence to provide a comprehensive overview of the storm damages and response.

Recommendation:

Update only.

Attachments:

- Storm disaster report

Fiscal Impact (Finance): Yes

See attached memo for reference.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-27-25

Storm Disaster in Truth or Consequences, NM (July 2, 2025)

This presentation integrates the Rundown Report, Police Department report, Weather Storm Disaster attachment, and photographic evidence to provide a comprehensive overview of the storm event, damages, and response.

Overview of the Storm

- **Event Type:** Mini tornado/microburst
- **Date:** July 2, 2025
- **Time:** Between 5:30 PM and 7:00 PM
- **Impact:** Severe property damage, power outages, and infrastructure disruption.



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

Key Locations and Damages

1. Date Street Apartments (801 N. Date Street):

- Roof torn off, landed in AutoZone parking lot.
- Damaged nearby properties, including Kingdom Hall of Jehovah's Church.

2. Pershing Street:

- Snapped power poles.
- Metal roof structure damaged a blue Ford F-150 and a residence at 906 Pershing Street.

3. Additional Locations (Weather Storm Report):

- **901 Myrtle:** Downed tree.
- **522 Van Patten:** Uprooted tree near swimming pool.
- **904 ½ Date:** Roof flew backward toward Pershing Street.
- **1400 N. Date (Los Arcos):** Property damage.
- **1301 N. Pershing:** Fallen tree and air conditioner blown off.
- **712 N. Date:** Fence knocked over at Jetson's Garage.





Emergency Response

- **Declaration:** State of emergency declared on July 9, 2025.
- **Actions Taken:**
 - Power restored within 5.5 hours.
 - Debris cleanup contracted to Bartoo Sand & Gravel (\$1,600.31).
 - Streets Department and Electric Department worked on repairs.
- **Challenges:**
 - Communication failures due to dispatch outage.
 - Insufficient interagency coordination.



Financial Impact

1. **Cleanup Costs:**
 - Bartoo Sand & Gravel: \$1,600.31.
2. **Electric Department Repairs:**
 - Labor, equipment, materials: \$5,391.35.
3. **Streets Department Overtime:**
 - Estimated at \$200.
4. **Other:**
 - City was provided with estimates from private citizens. They were not included in this report.

Lessons Learned

1. **Emergency Response Debrief**
 - On July 21, 2025, the following attendees reviewed and conducted a comprehensive overview of the incident involving significant debris and electrical damage:
 1. Chief of Fire – Paul Tooley
 2. Chief of Police – Luis Tavizon
 3. City Manager – Gary Whitehead
 4. Electric Department Director – Bo Easley

5. Emergency Services Administrator – Ryan Williams
 6. Executive Administrative Assistant – Johanna Muñoz
 7. Financial Director – Jocelyn Holguin
 8. Mayor – Rolf Hechler
 9. Streets Manager – Buster Smith
 10. Streets Second in Charge – Brenden Anglin
2. **Communication Improvements:**
 - Need for redundant communication systems (e.g., radios, WhatsApp).
 - Better coordination between departments.
 3. **Preparedness:**
 - Training for emergency scenarios.
 - Tabletop exercises to identify gaps.
 4. **Resource Allocation:**
 - Clear protocols for activating interagency support.
 - Emergency management budget line item proposed.

Recommendations

1. **Enhanced Communication Systems:**
 - Equip leadership with radios for direct communication.
 - Implement WhatsApp for real-time updates.
2. **Emergency Preparedness:**
 - Conduct tabletop exercises focusing on scenarios like flooding or infrastructure failure.
 - Include department heads and key employees in training.
3. **Policy Updates:**
 - Formalize notification trees for emergencies.
 - Ensure compliance with anti-donation clauses while prioritizing life safety.

Conclusion

- **Summary:**
 - The storm disaster highlighted strengths in rapid response but revealed gaps in communication and preparedness.
 - Implementing lessons learned will enhance resilience for future emergencies.
- **Next Steps:**
 - Finalize hazard mitigation plans.
 - Schedule tabletop exercises.
 - Improve interagency coordination and communication systems.

This updated presentation incorporates detailed data from the Weather Storm Disaster attachment, highlighting additional affected locations and damages. It provides a comprehensive overview of the storm event, response, and recommendations for future improvements.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.10

SUBJECT: 30-day Amendment for Seasonal Program Casual Employee Position
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: August 6, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Recommendation and benefits of extending the employment of seasonal workers in City Parks, Swimming Pools, and Golf Courses for an additional four weeks. The recommendation is based on the need to maintain operations and prepare facilities for the upcoming winter season.

Recommendation:

Approval of extension

Attachments:

- Memo

Fiscal Impact (Finance): Yes

See attached memo for reference.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-27-25

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoeppner
Commissioner*

*Gary Whitehead
City Manager*

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

Memo: Seasonal Employee Proposal Synopsis

Date: August 21, 2025

To: Mayor, Pro-Tem & City Commissioners

This memo outlines the recommendation and benefits of extending the employment of seasonal workers in City Parks, Swimming Pools, and Golf Courses for an additional four weeks. The recommendation is based on the need to maintain operations and prepare facilities for the upcoming winter season.

Current Financial Summary:

- **Earnings:** \$64,688.82
- **Benefit Pay:** \$0.00
- **Deductions:** \$1,200.62
- **Taxes:** \$9,694.13
- **Net Pay:** \$53,794.07

Proposed Expense for Extension:

- **Hourly Wage:** \$15.50/hour
- **Weekly Cost:** \$6,200 (10 employees, 40 hours/week)
- **Total Cost for 26 Weeks:** \$185,380 (including 15% tax rate)
- **Additional Cost for 4 Weeks:**
 - **Hourly Wage:** \$14,880 (\$15.50 x 40 hours x 4 weeks)
 - **Taxes:** \$2,235 (15% tax rate)
 - **Total:** \$17,112

Recommendation: Extend the employment of six (6) seasonal employees for four (4) additional weeks to support the following:

1. **Swimming Pool Operations:** Keep the pool open longer to maximize seasonal usage.
2. **Park and Ballfield Preparation:** Assist in preparing parks and ballfields for winter conditions.
3. **Golf Course Maintenance:** Provide support for winter preparation activities at the golf course.

Conclusion: The proposed extension will cost \$17,112, which includes wages and taxes. This investment will ensure the city's facilities are better prepared for winter while enhancing community services during the late season. Approval is recommended to proceed with this plan.

Payment Number: 81278
Payment Date: 8/14/2025

Earnings

Pay Code	Rate	Units	Amount
Part-Time w/No Benef - Part-Time ...	15.19	60.00	911.40
Total Earnings:			911.40

Taxes

Tax Code	Employee Amount	Employer Amount
Unemployment - Unemployment	0.00	0.00
Federal W/H - Federal Income Tax Wit...	33.45	0.00
MC - Medicare	13.22	13.22
State W/H - State Income Tax Withhold...	16.34	0.00
SS - Social Security	56.51	56.51
Total Taxes:	119.52	69.73

Payment Summary

Earnings	911.40
Benefit Pay	0.00
Deductions	0.00
Taxes	119.52
Net Pay	791.88

Report Summary

Earnings	64,688.82
Benefit Pay	0.00
Deductions	1,200.62
Taxes	9,694.13
Net Pay	53,794.07

SECTION II:

EMPLOYMENT STATUS

2.1 Position Specification: The City shall establish position specifications for all positions. Position specifications shall include title, tasks, duties, responsibilities and minimum qualifications. They will also specify knowledge, skills, education, and abilities required of applicants. See Definitions for description of employee position. An employee may qualify for one or more of the following position descriptions:

- A. Probationary Employee: A full-time or part-time employee hired to fill a regular position that has not yet completed the one (1) year probationary period of employment, or (twelve (12) months for police officers) during which time the employee is terminable-at-will. During this probationary period, the supervisor is required to evaluate the employee every three (3) months.
- B. Temporary Employee: A temporarily employee, hired to fill a vacancy due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: *E.11*

SUBJECT: \$30,000 LT Facility Improvements for the Skate Park

DEPARTMENT:

DATE SUBMITTED: August 6, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

This is a request is to utilize \$32,000 from 40% side of lodgers tax to cover the shortfall for this project.

Recommendation:

Approval of request.

Attachments:

- Four Rivers Estimate
- LT Report
- Quality of Life Gap Funding Information Request Email

Fiscal Impact (Finance): Yes

\$32,000

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-27-25

FY 2025-2026
LODGERS TAX

Carry forward Cash	\$	1,049,000.00	
Projected Revenue - Lodgers Tax	\$	600,000.00	
Projected Revenue - Conversion Fee	\$	90,000.00	
Utilize 10% Carry Frwd Cash	\$	100,000.00	
Budget Revenue Value	\$	700,000.00	(-10% Adm -1% Art-60%/40% Split)

	Marketing/Promotion 60%	Facilities 40%	Admin Fee 10%	Arts 1% + Carry Forward	Convention Center Fee 1%
Available Funds:	\$ 350,000.00	\$ 280,000.00	\$ 70,000.00		\$ 90,000.00
Organization					
Geronimo Museum	\$ 2,000.00	\$ 4,500.00			
Geronimo Trails Scenic Byway	\$ 500.00	\$ 5,500.00			
	\$ -				
	\$ -				
	\$ -				
Building Rent:		\$ 25,000.00			
MainStreet T or C	\$ 15,000.00	\$ 45,000.00			
T or C Desert Ultra:	\$ -				
Fiesta:	\$ 25,000.00	\$ 25,000.00			
Sierra County Arts Council 1%				\$ 20,000.00	
Sierra County Rock & Gem Society	\$ -				
Sierra County Sheriff's Posse	\$ 5,000.00	\$ 2,500.00			
Veterans Memorial Park & Museum	\$ -	\$ 5,000.00			

Sunny 505 - NM True Campaign	\$	135,000.00								
Sierra County Tourism	\$	17,000.00								
Summer Shuttle			\$	25,000.00						
Summer Concerts	\$	5,000.00	\$	15,000.00						
Golf Course - Field Supplies			\$	55,000.00						
Clerk's Office Support			\$	-	\$	15,000.00				
PIO-Conven Ctr Mgt - Tourism			\$	25,000.00	\$	45,000.00				
Convention Center Improvements						\$ 90,000.00				
Audit				\$	10,000.00					
Total Committed Funds:	\$	204,500.00	\$	232,500.00	\$	70,000.00	\$	20,000.00	\$	90,000.00
Lodgers Tax Board Remaining Funds	\$	(145,500.00)	\$	(47,500.00)	\$	-	\$	20,000.00	\$	-

From Cash

Convention Center Signs (2) \$ 175,000.00

Price Proposal - General Construction

This proposal was prepared exclusively for Kris Leck

Job Number: 250805-S
 Job Name: T or C Skatepark
 Contractor: Four Rivers Inc
 Date Created: 08/05/2025
 Last Update: 08/06/2025
 Proposal Value: \$246,700.51
 Construction Procurement Catalog: 2025 Annual - LAS CRUCES, NM

Summary By Division

Division	Line Total
01 General Requirements	\$64,848.68
01 General Requirements	\$24,713.00
03 Concrete	\$108,035.64
05 Metals	\$11,574.03
09 Finishes	\$1,888.00
31 Earthwork	\$4,967.06
32 Exterior Improvements	\$30,674.10

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
Payment and performance bond User Notes: Payment and performance bond at 2.25%	01 General Requirements	5428.000000	\$1.00	1.0000	\$5,428.00
Gross Receipts Tax User Notes:	01 General Requirements	19285.000000	\$1.00	1.0000	\$19,285.00

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	013113200160		Week	Field personnel, general purpose laborer, average General purpose laborer, average User Notes: All base prep work, rolling, compacting, surveying, staking, and digging for specialty forms	\$16,095.20

QTY	Unit Price	Factor	Total
-----	------------	--------	-------

Price Proposal Report

				8.000000	\$1,364.00	1.4750	\$16,095.20	
2	013113200160	Week	Field personnel, general purpose laborer, average General purpose laborer, average User Notes: Metal work for handrails, skate rails, custom fabrication on 2" pipe					\$12,071.40
				QTY	Unit Price	Factor	Total	
				6.000000	\$1,364.00	1.4750	\$12,071.40	
3	013113200160	Week	Field personnel, general purpose laborer, average General purpose laborer, average User Notes: All shaping and grading of base course to form obstacles, compacting in 4" lifts, and adding required moisture					\$19,616.03
				QTY	Unit Price	Factor	Total	
				9.750000	\$1,364.00	1.4750	\$19,616.03	
4	General Requirements	Non-Prepriced	UNT	Payment and performance bond User Notes: Payment and performance bond at 2.25%				\$5,428.00
				QTY	Unit Price	Factor	Total	
				5428.000000	\$1.00	1.0000	\$5,428.00	
5		Non-Prepriced	UNT	Gross Receipts Tax User Notes:				\$19,285.00
				QTY	Unit Price	Factor	Total	
				19285.000000	\$1.00	1.0000	\$19,285.00	
6	General Requirements	015433201350	Ea.	Rent vibratory plate compactor 21" plate 5000 lb blow 21" plate, 5000 lb. blow User Notes:				\$3,253.50
				Weeks	QTY	Unit Price	Factor	Total
				4.00	1.000000	\$551.44	1.4750	\$3,253.50
7		015433204890	Ea.	Rent loader, skid steer, wheeled, 1 CY 78 HP, diesel 1 C.Y., 78 H.P., diesel User Notes: Shaping obstacles and mixing soil with added moisture				\$13,812.55
				Weeks	QTY	Unit Price	Factor	Total
				6.00	1.000000	\$1,560.74	1.4750	\$13,812.55
8	Concrete	033713601040	S.F.	Shotcrete, wet mix, fiber reinforced, 3000 psi, 4" thick 4" thick User Notes: We added addition sq feet to adjust for ramp obstacles that are different thicknesses. Some obstacles will be 6" thick, some walls and obstacles will be 8" or thicker. Actual square footage will vary. Some concrete will be cut out, some will be new pours, some flatwork will remain existing. All work will be done for the benefit of T or C to give the greatest value and quality possible. All obstacles will be new.				\$89,480.14
				QTY	Unit Price	Factor	Total	
				7650.000000	\$7.93	1.4750	\$89,480.14	
9		032105750100	Ea.	Splice rebar, standard, self-aligning type, taper threaded, #4 bars, includes holding rebar in place while splicing Standard, self-aligning type, taper threaded, #4 bars User Notes:				\$2,351.15

				QTY	Unit Price	Factor	Total	
				50.000000	\$31.88	1.4750	\$2,351.15	
10		031119100130	S.F.	ICF insulating forms left in place, straight blocks or panels, molded, walls up to 4' high, 8" core wall, includes layout, excludes rebar, embedments, bucks for openings, scaffolding, wall bracing, concrete, and concrete placing 8" core wall User Notes:				\$6,000.30
				QTY	Unit Price	Factor	Total	
				600.000000	\$6.78	1.4750	\$6,000.30	
11		038116500820	L.F.	Concrete sawing, concrete walls, rod reinforcing, per inch of depth Rod reinforcing, per inch of depth User Notes:				\$10,204.05
				QTY	Unit Price	Factor	Total	
				600.000000	\$11.53	1.4750	\$10,204.05	
12	Metals	055213500520	L.F.	Railing, pipe, steel, primed, 2 rails, 3'-6" high, posts @ 5' OC, 1-1/2" diameter, shop fabricated 1-1/2" diameter User Notes: Grind rails, coping, and hand rails on ramps over 3' tall. No handrails on ramps under 3' tall.				\$11,162.80
				QTY	Unit Price	Factor	Total	
				180.000000	\$47.30	1.4750	\$11,162.80	
		055213500520 055213504100	L.F.	Railing, shop fabricated, for sloped rails for stairs, add Railing, pipe, steel, primed, 2 rails, 3'-6" high, posts @ 5' OC, 1-1/2" diameter, shop fabricated 1-1/2" diameter User Notes:				\$411.23
				QTY	Unit Price	Factor	Total	
				20.000000	\$13.94	1.4750	\$411.23	
13	Finishes	090505205104	S.F.	Flooring demolition Flooring demo, concrete finish User Notes: Demolition of concrete areas to allow for ramp footings				\$1,888.00
				QTY	Unit Price	Factor	Total	
				2000.000000	\$64	1.4750	\$1,888.00	
14	Earthwork	310516100360	L.C.Y.	Aggregate for earthwork, crushed stone, 1.40 tons per C.Y., 3/8", spread with 200 HP dozer, includes load at pit and haul, 2 miles round trip, excludes compaction 3/8" User Notes: Soil underneath new ramp obstacles and flat work				\$3,285.12
				QTY	Unit Price	Factor	Total	
				48.000000	\$46.40	1.4750	\$3,285.12	
15		312213200140	Ea.	Rough grading sites, 3,100-5,000 S.F., skid steer & labor 3,100-5,000 S.F. User Notes:				\$1,681.94
				QTY	Unit Price	Factor	Total	
				1.000000	\$1,140.30	1.4750	\$1,681.94	
16	Exterior Improvements	321123231510	B.C.Y.	Base course drainage layers, aggregate base course for roadways and large paved areas, sand, washed and graded, compacted, 3/4", 3" deep Crushed stone, 3/4", compacted, 3" deep				\$26,390.70

Price Proposal Report

User Notes: Base course to shape and form skatepark obstacles

				QTY	Unit Price	Factor	Total
				400.000000	\$44.73	1.4750	\$26,390.70
321123231510	321123236900	B.C.Y.	Base course drainage layers, aggregate base course for small and irregular areas, add Base course drainage layers, aggregate base course for roadways and large paved areas, sand, washed and graded, compacted, 3/4", 3" deep Crushed stone, 3/4", compacted, 3" deep				\$4,283.40
				User Notes:			
				QTY	Unit Price	Factor	Total
				400.000000	\$7.26	1.4750	\$4,283.40

Torres, Angela

From: Whitehead, Gary
Sent: Thursday, August 21, 2025 4:53 PM
To: Torres, Angela
Subject: FW: 2025 Regional Recreation Centers/Quality of Life Gap Funding Information Request

Categories: Agenda Items

Include this with skate park.

From: Hechler, Orrin <orrin.hechler@torcnm.org>
Sent: Thursday, August 21, 2025 4:46 PM
To: Whitehead, Gary <gwhitehead@torcnm.org>
Subject: FW: 2025 Regional Recreation Centers/Quality of Life Gap Funding Information Request

From: Hechler, Orrin <orrin.hechler@torcnm.org>
Sent: Wednesday, July 30, 2025 9:03 AM
To: CarmenB.Morin@dfa.nm.gov
Subject: FW: 2025 Regional Recreation Centers/Quality of Life Gap Funding Information Request

Good Morning Carmen,

Hope you are doing well. Please find answers to questions 1 – 5 below.

1. **Do you have a funding shortfall that is preventing the completion of your project?** Yes.
2. **Can you provide a current project budget** outlining total project cost, secured funding, and the amount of gap funding still needed?

The City was awarded Capital Appropriation Fund 89200, 22-G3024, for \$213,000 in FY23. This appropriation has either been expended or obligated towards improvements at our Ralph Edwards Park. Completed improvements from this fund include a new gazebo and remodeled public restrooms. Additionally, we just received our final approved NOO from this fund that will go towards our new skate park at Ralph Edwards Park in the amount of \$21,832.12.

Also, the City was awarded a Quality-of-Life Grant, 22-ZG1023-7, for \$449,019 in FY23. This grant went towards a playground, exercise equipment, and a new security fence around the exercise equipment. Final NOO from the remainder of the funds from this grant has been submitted and is waiting on approval. The remaining amount of \$192,889.27 for this final NOO will go towards the new skate park at Ralph Edwards Park.

The remaining funds from the above-mentioned grants in the amount of \$21,832.12 and 192,889.27 will leave us short on our skate park project. The total of the remaining funds equals \$214,721.39 and our total estimates for design and construction equal \$245,956.25 leaving us \$31,234.86 short for the skate park.

Additionally, the City was awarded a grant from The NM Economic Development Department(Trails+) in the amount of \$322,874.04 with a cash match of \$162,640.46. Funds from grant have been spent on new shade structures over the picnic tables, a shade structure over the playground, and engineering and design for a boat ramp and dock. The remainder of the funds for this grant will be used for construction of the boat ramp. Our bid for boat ramp construction came in at \$250,229.17 and the remaining fund for this grant is \$164,554.60 leaving us \$85,674.57 short for boat ramp and dock construction.

Currently, the City is short a total of \$116,909.43 for our remaining projects for the Ralph Edwards Park improvements. We would like to apply for a total of \$160,000 for the completion of these projects which includes a contingency for any short falls and perimeter fencing for the new skate park.

3. What is your updated timeline for project completion?

Skate Park – Contractor for this project is aware of the deadline and as soon as we have the contractor procured will start construction. We anticipate construction will be completed no later than the end of April 2026.

Boat Ramp and Dock – The City has already put out an RFP for this project and received bids. Construction timeline is based on river flow for the Rio Grande during the winter months. Projected deadline for this project will be by the end of April 2026.

4. Did you receive funding through the 2025 Legislative Capital Outlay or other funding source(s) for this project? Yes

5. What is your expenditure plan for any additional funds received?

The City has received official bids for the above projects and the timelines have been discussed with contractors who are aware of the deadlines. We anticipate construction will be completed by the end of April 2026 to allow for reimbursement, etc. before the grant deadline of June 2026.

Please let me know if you need any additional information or have any questions and thank you for considering the City of T or C for this opportunity.

Sincerely,

O.J. Hechler
Director of Community Services
City of Truth or Consequences
575-740-6716
orin.hechler@torcnm.org



From: Alvarez, Traci <talvarez@torcnm.org>
Sent: Monday, July 28, 2025 12:35 PM
To: Hechler, Orrin <orrin.hechler@torcnm.org>
Subject: Fw: 2025 Regional Recreation Centers/Quality of Life Gap Funding Information Request

Get [Outlook for iOS](#)

From: Morin, Carmen B, DFA <CarmenB.Morin@dfa.nm.gov>
Sent: Monday, July 28, 2025 11:12:30 AM
To: Hechler, Rolf <rhechler@torcnm.org>; Alvarez, Traci <talvarez@torcnm.org>
Subject: 2025 Regional Recreation Centers/Quality of Life Gap Funding Information Request

Good Morning!

We are excited to share an important opportunity for entities that received funding through the 2022 and 2023 Regional Recreation Centers/Quality of Life (Rec Grant) initiative.

As the administrator for the 2025 Rec Grant funding, the New Mexico Department of Finance and Administration (NMDFA), Local Government Division is managing a new allocation of **\$50 million** approved by the 2025 New Mexico Legislative Session. As part of our commitment to supporting the successful completion of previously funded projects, we are seeking information from past Rec Grant recipients who may still have a financial need to bring their projects to completion. Please note, **all funds from the 2025 Rec Grant appropriation must be fully expended by the reversion date of June 30, 2026.**

Please note: The original 2022 and 2023 Rec Grant awards were funded through State and Local Fiscal Recovery Funds (SLFRF), which must be fully expended by June 30, 2026. This deadline cannot be extended. These SLFRF funds MUST be used prior to any new funding consideration.

To assess potential supplemental funding needs, we kindly ask you to provide responses to the following questions:

1. **Do you have a funding shortfall that is preventing the completion of your project?**
2. **Can you provide a current project budget** outlining total project cost, secured funding, and the amount of gap funding still needed?
3. **What is your updated timeline for project completion?**
4. **Did you receive funding through the 2025 Legislative Capital Outlay or other funding source(s) for this project?**

5. **What is your expenditure plan** for any additional funds received?

This is **not a formal application or commitment of additional funding** at this time. We are simply gathering information to evaluate the extent of potential needs from prior recipients. Submitting a response does not guarantee funding, but it will help inform any future decisions regarding the allocation of available funds. **If funding is awarded the time available to expend funds is limited. These funds require a realistic approach in your ability to spend down these additional funds quickly.**

Please submit your responses no later than **close of business on July 30, 2025**. Questions or submissions can be directed to Carmen Morin, LGD Legislative Grant Management Bureau Chief at CarmenB.Morin@dfa.nm.gov.

Respectfully,

Carmen Morin
Bureau Chief, LGD - Legislative Grant Management Bureau
o/c. 505.470.8979
CarmenB.Morin@dfa.nm.gov

[Did I help today? Please take a short survey!](#)



<https://www.nmdfa.state.nm.us/local-government/community-development-bureau/>



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.12

SUBJECT: Re-appointment of Victoria Harrington to the Lodgers Tax Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: August 22, 2025

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Victoria Harrington is a current member of the Lodgers Tax Advisory Board and she has served her initial 3 year term. Since her initial term has expired, the Lodgers Tax Advisory Board has recommended the re-appointment of Ms. Harrington to now serve a 4 year term on the board.

Recommendation:

Re-appointment to the board for a 4 year term.

Attachments:

- City Board Application
- -

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-27-25



City of Truth or Consequences

City Boards Application

Name: Victoria Harrington Address: 707 Poplar Trl, RM 87901
Phone: 575-740-4341 Email: rebelroadrunner302@gmail.com

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

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

My qualifications are:

I am heavily involved in our community as
a whole. I am a local small business
owner. I also have served on the
board already, and I love being involved.

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

Signature: Victoria Harrington Date: 6/5/25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 27, 2025

Agenda Item #: E.13

SUBJECT: NMDOT Project CN1102340 - Road Diet Modification and enhancements to T or C downtown

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 6, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Andreas Linnan, NMDOT-D1Engineer

Summary/Background:

Update regarding the new road diet striping plan for downtown.

Recommendation:

Presentation Only.

Attachments:

-

Fiscal Impact (Finance): Choose an item.

[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. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-27-25