

Rolf Hechler
Mayor



Ingo Hoeppepner
Commissioner

Destiny Mitchell
Mayor Pro-Tem

Chaz M. Glines
Commissioner

Amanda Forrister
Commissioner

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673
www.torcnm.gov

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, JANUARY 28, 2026; TO START AT 4:00 P.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Rolf Hechler, Mayor
Hon. Destiny Mitchell, Mayor Pro-Tem
Hon. Amanda Forrister, Commissioner
Hon. Ingo Hoeppepner Commissioner
Hon. Chaz Glines, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. COMMISSION COMMENTS

6. STAFF COMMENTS

C. CONSENT CALENDAR

1. 2nd Quarter Subrecipient Reports
2. Purchase report of requisitions between \$20,000 and \$59,999.99

D. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 33 25/26 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement agreements and Purchases. City Manager Whitehead
2. Discussion/Action: Approval of Resolution No. 34 25/26 and MOU Authorizing ongoing scheduled use of the Adobe Hills Shooting Range by Rio Vaqueros Inc. City Manager Whitehead
3. Discussion/Action: Resolution No. 35 25/26 Establishing a cash-transaction rounding policy in response to the cessation of circulating penny production, while requiring that all non-cash transactions be accepted and processed to the exact penny. City Manager Whitehead

E. NEW BUSINESS

1. Presentation/Discussion/Action: MainStreet Truth or Consequences Wayfinding Plan. Becca Eza MainStreet Truth or Consequences Director
2. Discussion/Action: Agreement letter between the Animal Shelter and Scars for Jordan's Way Event. Tara Manning, Animal Shelter Supervisor
3. Discussion/Action: Contract Agreement Amendment Proposal - Wilson & Co. Shovel Ready Project. Assistant City Manager Alvarez
4. Discussion/Action: NM Capital Outlay Grant Agreement A24-15393 Aging and Long-Term Services Dept. Assistant City Manager Alvarez
5. Discussion/Action: Conditional Use Permit at 1101 Marshall St. Assistant City Manager Alvarez
6. Discussion/Action: Conditional Use Permit 1306 Nickel Street. Assistant City Manager Alvarez
7. Discussion/Action: Conditional Use Permit at 1301 Platinum Street. Assistant City Manager Alvarez
8. Discussion/Action: Appointment of a City Representative to serve on the Sierra Vista Hospital Governing Board for a 2-year term. City Manager Whitehead
9. Discussion/Action: Discussion on the scheduling of regular meetings. Mayor Hechler

F. EXECUTIVE SESSION

1. Threatened & Pending Litigation (*Sean Barnes*) pursuant to 10-15-1(H.7).
2. Threatened & Pending Litigation (*Rachel Higgins*) pursuant to 10-15-1(H.7).
3. Threatened & Pending Litigation (*Tony Harper*) pursuant to 10-15-1(H.7).

G. 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 FEBRUARY 11, 2026 AT 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: C.1

SUBJECT: Subrecipient FY 25/26 2nd Quarter Reports

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 22, 2026

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Contract requires that recipients of Subrecipient funding submit a quarterly report to the City by the 15th of the month following the quarter.

Recommendation:

Accept the 2nd Quarter Reports

Attachments:

- Checklist
- Reports

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [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 1-28-26

SUBRECIPIENT QUARTERLY REPORTS**FISCAL YEAR:** 2025-26*Reports are due by the 15th of the month following the quarter.*

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT	
		YES	NO	YES	NO	YES	NO

(SUBRECIPIENT FUNDS)

Companion Animal Action Team/CAAT Majie Powey 740-0421	\$1,500.00		x		x		
Domestic Abuse Intervention Center Blanca Chavez 894-3557	\$3,500.00	x			x		
Matthew 25 Food Pantry laura Ploushe (480) 267-3535	\$10,000.00	x			x		
SJOA / Sierra Joint Office on Aging Lisa Mattingly 894-6641	\$25,000.00	x			x		
The Club of Sierra County Charis Baxter 505-446-0032	\$10,000.00	x			x		

GENERAL FUND

Geronimo Springs Museum Merry Jo Fahl 575-740-7723	\$6,500.00	x			x		
Geronimo Trail Scenic Byway Gina Kelley 894-2255	\$31,000.00	x			x		
MainStreet Truth or Consequences Becca Eza (575) 208-4093	\$85,000.00	x			x		

1st Quarter: JUL, AUG, SEP

2nd Quarter: OCT, NOV, DEC

3rd Quarter: JAN, FEB, MAR

4th Quarter: APR, MAY, JUN

Take to Commission 2nd meeting in October
 Take to Commission 2nd meeting in January
 Take to Commission 2nd meeting in April
 Take to Commission 2nd meeting in July

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: Sierra County Historical Society for Geronimo Springs Museum

ALLOCATION: \$6,500
(FY Allotment)

\$1,722.19
(Quarterly Draw)

QUARTER: 2nd
(1st/2nd/3rd/4th)

SUBMITTED BY: Merry Jo Fahl

Print Name

Signature

(Please detail the progress made in providing the services each quarter.)

The City of Truth or Consequences approved \$6,500 for the Geronimo Springs Museum which is represented by the Sierra County Historical Society. The funds were to be used to assist with the Museum's monthly utility bills for our buildings located at 205 Main Street and 211 Main Street. We will use the funds to pay for water, sewer, electricity, trash and gas.

The buildings at both of these locations are filled with artifact and information pertaining to the history of Sierra County.

Sierra County Historical Society
211 Main Street
Truth or Consequences, NM 87901

SUBRECIPIENT GRANT
FY 2025/2026
2nd. QUARTER INVOICE

Date of Invoice: January 15, 2026

Invoice Amount: \$1,720.89

Submit To: City of Truth or Consequences
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$6,500

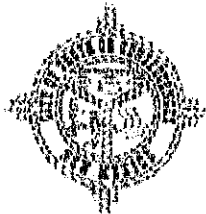
Quarter Draw: \$1,722.19

Remaining Balance: \$3,056.92

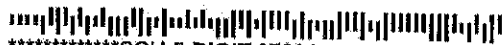
Please send payment to: Sierra County Historical Society
211 Main Street
Truth or Consequences, NM 87901

Thank you,

Merry Jo Fahl, Treasurer
Phone No. (575) 740-7723



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



*****SCH 5-DIGIT 87801

1-184

HISTORICAL SOCIETY
211 MAIN ST
TRUTH CONSQ NM 87901-2838

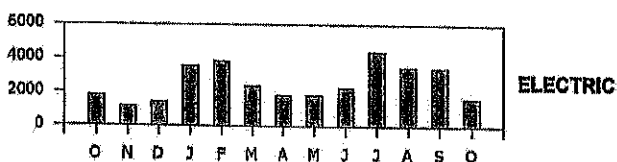
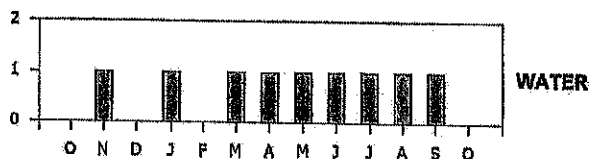
Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
11/7/2025	PAID BY DRAFT
Billing Date	Penalty Date
10/23/2025	11/8/2025
Service From	Service To
9/17/2025	10/21/2025
Service Address	
211 MAIN ST	

PREVIOUS BALANCE	\$460.00
PAYMENTS	(\$460.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

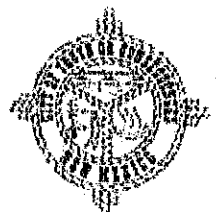
	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	9/17/2025	190	10/21/2025	190	0
Elec	9/22/2025	2,797	10/21/2025	4,452	1,655
Sew					
Ref					
Ref					

AMP SHORTAGE (\$2,049.94)

WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	102.78
EL TOTAL CHARGE	166.96
SEWER TOTAL CHARGE	14.46
TRASH CHARGE	25.10
TRASH CHARGE	50.22
Tax	\$0.00
AMP Adjustment	\$81.57
CURRENT BILL	\$460.00
AMOUNT DUE	\$460.00
PAID BY DRAFT	



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
11/7/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	

GUA72FEB0001630





TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



*****SCH 5-DIGIT 87801
1-163

HISTORICAL SOCIETY
205 MAIN ST
TRUTH CONSQ NM 87901-2838

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
11/7/2025	PAID BY DRAFT
Billing Date	Penalty Date
10/23/2025	11/8/2025
Service From	Service To
9/17/2025	10/21/2025
Service Address	
205 MAIN ST	

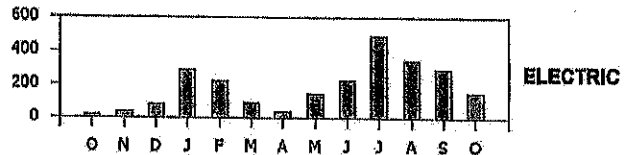
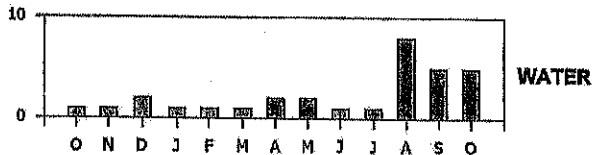
PREVIOUS BALANCE	\$80.00
PAYMENTS	(\$80.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

PREVIOUS		CURRENT		USAGE
DATE	READING	DATE	READING	
9/17/2025	31	10/21/2025	36	5
9/22/2025	4,390	10/21/2025	4,544	154

AMP SHORTAGE

(\$27.93)

WATER TOTAL CHARGE	29.71
ENERGY COST ADJ	9.56
EL TOTAL CHARGE	33.68
SEWER TOTAL CHARGE	39.86
Tax	\$0.00
AMP Adjustment	(\$32.81)
CURRENT BILL	\$80.00
AMOUNT DUE	\$80.00
PAID BY DRAFT	



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



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Truth or Consequence, NM 87901

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Please return this portion with your payment.
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Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
11/7/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	

GUA72FBB0001620*





TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



*****SCH 5-DIGIT 87801
1 - 180

HISTORICAL SOCIETY
211 MAIN ST
TRUTH CONSQ NM 87901-2838

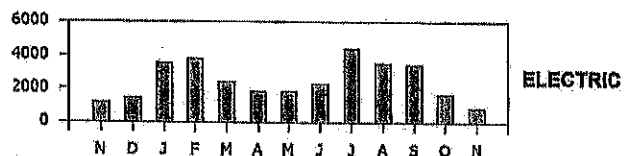
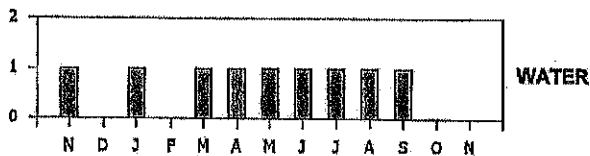
Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
12/5/2025	PAID BY DRAFT
Billing Date	Penalty Date
11/20/2025	12/6/2025
Service From	Service To
10/21/2025	11/14/2025
Service Address	
211 MAIN ST	

PREVIOUS BALANCE	\$460.00
PAYMENTS	(\$460.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	10/21/2025	190	11/14/2025	190	0
Elec					
Elec	10/21/2025	4,452	11/18/2025	5,284	832
Sew					
Ref					
Ref					

AMP SHORTAGE (\$1,968.37)

WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	51.67
EL TOTAL CHARGE	93.88
SEWER TOTAL CHARGE	14.46
TRASH CHARGE	25.10
TRASH CHARGE	50.22
Tax	\$0.00
AMP Adjustment	\$205.76
CURRENT BILL	\$460.00
AMOUNT DUE	\$460.00
PAID BY DRAFT	



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



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Truth or Consequence, NM 87901

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Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
12/5/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	

F8THN28C0001590*





TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



SCH 5-DIGIT 87801
1 - 159

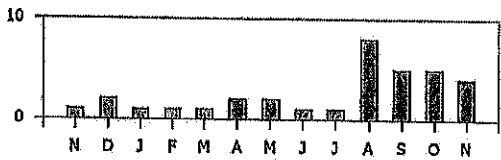
HISTORICAL SOCIETY
205 MAIN ST
TRUTH CONSQ NM 87901-2838

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
12/5/2025	PAID BY DRAFT
Billing Date	Penalty Date
11/20/2025	12/6/2025
Service From	Service To
10/21/2025	11/14/2025
Service Address	
205 MAIN ST	

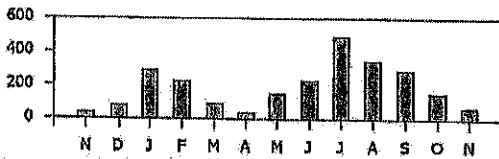
PREVIOUS BALANCE	\$80.00
PAYMENTS	(\$80.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

	PREVIOUS		CURRENT	
	DATE	READING	DATE	READING
Wat	10/21/2025	36	11/14/2025	40
Elec	10/21/2025	4,544	11/18/2025	4,615
Sew				

USAGE	4
WATER TOTAL CHARGE	26.30
ENERGY COST ADJ	4.41
EL TOTAL CHARGE	26.30
SEWER TOTAL CHARGE	34.78
Tax	\$0.00
AMP Shortage	(\$60.74)
AMP Adjustment	(\$11.79)
CURRENT BILL	\$80.00
AMOUNT DUE	\$80.00
PAID BY DRAFT	



WATER



ELECTRIC

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES
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Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
12/5/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	





TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



*****SCH 5-DIGIT 87801
1-104

HISTORICAL SOCIETY
211 MAIN ST
TRUTH CONSQ NM 87901-2838

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
1/2/2026	PAID BY DRAFT
Billing Date	Penalty Date
12/23/2025	1/3/2026
Service From	Service To
11/14/2025	12/17/2025
Service Address	
211 MAIN ST	

PREVIOUS BALANCE	\$460.00
PAYMENTS	(\$460.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

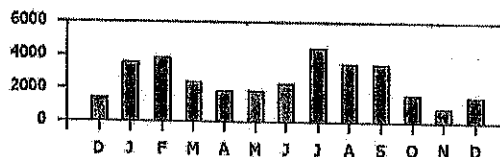
	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	11/14/2025	190	12/17/2025	191	1
Elec					
Elec	11/18/2025	5,284	12/19/2025	6,811	1,527
Sew					
Ref					
Ref					

AMP SHORTAGE (\$1,762.61)

WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	94.83
EL TOTAL CHARGE	155.60
SEWER TOTAL CHARGE	19.54
TRASH CHARGE	50.22
TRASH CHARGE	25.10
Tax	\$0.00
AMP Adjustment	\$95.80
CURRENT BILL	\$460.00
AMOUNT DUE	\$460.00
PAID BY DRAFT	

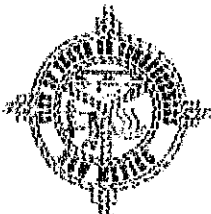


WATER



ELECTRIC

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
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Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
1/2/2026	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	

V3CCLEPD0001630





TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



*****SCH 5-DIGIT 87801
1-168

HISTORICAL SOCIETY
205 MAIN ST
TRUTH CONSQ NM 87901-2838

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
1/2/2026	PAID BY DRAFT
Billing Date	Penalty Date
12/23/2025	1/3/2026
Service From	Service To
11/14/2025	12/17/2025
Service Address	
205 MAIN ST	

PREVIOUS BALANCE	\$80.00
PAYMENTS	(\$80.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

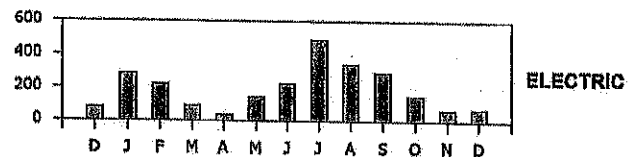
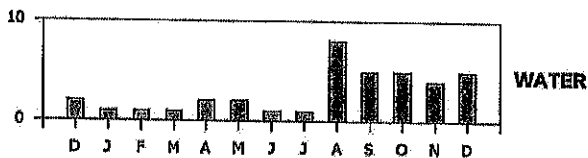
	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	11/14/2025	40	12/17/2025	45	5
Elec	11/18/2025	4,615	12/19/2025	4,690	75
Sew					

AMP SHORTAGE

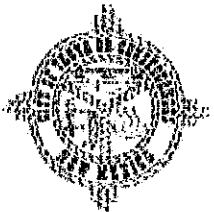
(\$72.53)

WATER TOTAL CHARGE	29.71
ENERGY COST ADJ	4.66
EL TOTAL CHARGE	26.66
SEWER TOTAL CHARGE	39.86
Tax	\$0.00
AMP Adjustment	(\$20.89)
CURRENT BILL	\$80.00
AMOUNT DUE	\$80.00

PAID BY DRAFT



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES
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Truth or Consequence, NM 87901

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Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
1/2/2026	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	

V3CGLP00001620





New Mexico
GAS COMPANY®
AN EMERA COMPANY

Billing Date	13-OCT-2025
Due Date	04-NOV-2025
Amount Due	\$34.00
Account Number	044381212-0478466-3



P: 004698 - YNNNNNNN

GERONIMO SPRINGS MUSEUM
211 MAIN ST
T or C NM 87901-2838

1301
RB



Page 1 of 6

Bill Date	Account Number	Service Address
13-OCT-2025	044381212-0478466-3	211 MAIN ST T OR C, NM

Billing Summary

Payments Received Since Last Statement (Thank You)

\$34.01

Current Charges

Gas Service
\$34.00

Total
\$34.00

Total Amount Due

\$34.00

Please pay \$34.00 no later than NOV 04, 2025

Gas Emergencies

If you smell gas-a rotten egg odor, or suspect a gas leak, leave the area immediately! From a safe distance call 1-888-664-2726 or 911.

Budget Billing

For budget-minded customers, there's a convenient way to pay your natural gas bills while leveling out high winter bills. Sign up at www.nmgco.com/en/budget_billing.

Prep your Home

Prepare for colder weather with some helpful tips to save energy and money on your gas bill. Learn more at www.nmgco.com/en/Energy_Conservation_Tips.

*Paid
10-27-2025
CK# 2238
SW*

How to Contact us

Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901
Telephone : 888-664-2726

Call Center Hours

Monday - Friday : 7:30 AM - 6:00 PM

Payment Options

Pay by Phone : 1-833-894-1004

Website: www.nmgco.com
Pay Online: www.nmgco.com



Scan to Pay



New Mexico
GAS COMPANY
AN EMERA COMPANY

Billing Date	12-NOV-2025
Due Date	08-DEC-2025
Amount Due	\$33.59
Account Number	044381212-0478466-3



P: 004879 - YNNNNNNN

GERONIMO SPRINGS MUSEUM
211 MAIN ST
T or C NM 87901-2838

1301
RB



*Paid
CHK #2266
11-24-2025
SW*

Bill Date	Account Number	Service Address	Page 1 of 2
12-NOV-2025	044381212-0478466-3	211 MAIN ST T OR C, NM	

Billing Summary	Payments Received Since Last Statement (Thank You)	\$34.00	
Current Charges	Gas Service	\$33.59	Total
Total Amount Due			\$33.59

Please pay \$33.59 no later than DEC 08, 2025

- Furnace Safety** *To protect against carbon monoxide poisoning, have your furnace inspected by a licensed contractor before the start of each heating season.*
- HEAT New Mexico** *The cold season is here. Donate to our HEAT New Mexico fund and help income-qualifying families with payment assistance. Visit www.nmgco.com/en/heat_for_help to learn more.*
- Thermostat Rebates** *We offer a \$50 rebate on qualifying smart thermostats that can help you save on your natural gas bill. Visit nmgcgetrebates.com to learn more.*

How to Contact us	Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901	
	Telephone : 888-664-2726	
Call Center Hours	Monday - Friday : 7:30 AM - 6:00 PM	Website: www.nmgco.com
Payment Options	Pay by Phone : 1-833-894-1004	Pay Online: www.nmgco.com



Scan to Pay



New Mexico
GAS COMPANY*
AN EMERA COMPANY

Billing Date	12-DEC-2025
Due Date	08-JAN-2026
Amount Due	\$34.60
Account Number	044381212-0478466-3



P: 004879 - YNNNNNNN

GERONIMO SPRINGS MUSEUM
211 MAIN ST
T or C NM 87901-2838

1301
RB



Bill Date	Account Number	Service Address	Page 1 of 2
12-DEC-2025	044381212-0478466-3	211 MAIN ST T OR C, NM	

Billing Summary

	Payments Received Since Last Statement (Thank You)	\$33.59	
Current Charges	Gas Service	\$34.60	Total
Total Amount Due			\$34.60
	Please pay \$34.60 no later than JAN 08, 2026		

- The Gift of Heat** Looking to surprise a friend or family member this holiday season? You can pay their natural gas bill or a portion of it. Just call us at 1-888-664-2726 with their full name and address.
- Home Water Safety** Hot water is the leading cause of scald burns and admissions to hospital burn units. The Department of Energy recommends 120 degrees Fahrenheit as a safe temperature that uses less natural gas and helps you save money.
- Gas Emergencies** If you smell gas, a rotten egg odor, or suspect a gas leak, leave the area immediately! From a safe distance call 911, then us at 1-888-664-2726 anytime day or night.

Paid
12/29/2025
CH#2307
EW

How to Contact us	Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901	
	Telephone : 888-664-2726	
Call Center Hours	Monday - Friday : 7:30 AM - 6:00 PM	Website: www.nmgco.com
Payment Options	Pay by Phone : 1-833-894-1004	Pay Online: www.nmgco.com



Scan to Pay

SUBRECIPIENT QUARTERLY REPORT

FY: 2024/2025

ORGANIZATION: Companion Animal Action Team

*(Report is due by the
15th of the month
following the QTR.)*

ALLOCATION: \$1,500

(FY Allotment)

\$375

(Quarterly Draw)

QUARTER: 2nd

(1st/2nd/3rd/4th)

SUBMITTED BY: Majorie E Powey

Print Name

Majorie E. Powey
Signature

We now issue vouchers for services with Dr. Allred at Arenas Valley Clinic Sierra County. Our fees remain unchanged for spay neuter and we pay for extra services for both dogs and cats. Extra services for cats include FVRCP and Rabies vaccines. For dogs extra services include DHPP and Rabies vaccines as well as pain meds and cones. Our basic fees are \$30.00 for male cats, \$40.00 for female cats, \$50.00 for male dogs and \$60.00 for female dogs.

In October we provided vouchers for 4 cats, 2 males and 2 females. We provided vouchers for 5 male dogs and 2 female dogs. In November we provided vouchers for 7 male cats, 6 female cats, 2 female dogs and 5 male dogs. In December we provided vouchers for 3 male cats, 3 female dogs and 6 male dogs.

In total for the second quarter we provided vouchers for 12 male cats, 7 female cats, 7 female dogs and 15 male dogs. In addition we did 12 young cats from a colony in Williamsburg. 11 were female and 1 male.

We provide sign up from 2 pm to 4 pm on Saturdays at 700 South Broadway in Williamsburg. We also work with others who cannot come on Saturday. We appreciate the support provided by the City or T or C.

I am including a copy of the voucher we issue to clients.



COMPANION ANIMAL ACTION TEAM

SPAY NEUTER VOUCHER

OWNER _____

Phone _____

PET NAME _____ **DOG or CAT** **AGE** _____ **WT** _____

BREED _____ **SEX** _____

DESCRIPTION _____

EXTRA SERVICES _____

CAAT AUTHORIZATION _____

**REDEEM BY SCHEDULING WITH AVAC – SC. : 575-894-6773 THEY WILL
HAVE A LIST OF ALL WHO HAVE PAID CAAT FEES AND WILL NOT
SCHEDULE UNLESS YOU HAVE PAID. THANK YOU.**

**This voucher is good for 30 days. Please schedule your pet as soon as
possible. Urgent cases such as a dog that was bred will be noted on
the application.**

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: Domestic Abuse Intervention Center

(Report is due by the
15th of the month
following the QTR.)

ALLOCATION: \$3500.00 \$875.00
(FY Allotment) (Quarterly Draw)

QUARTER: 2nd
(1st/2nd/3rd/4th)

SUBMITTED BY: Blanca Chavez
Print Name

Blanca Chavez
Signature

(Please detail the progress made in providing the services each quarter.)

Statistical Information:	Years	Victimization	Referral		
Female-12	Anglo- 14	18-21- 1	Emotional - 17	Police-2	Sherriff-
Male- 7	Hispanic-3	22-40- 7	Physical- 11	Hospital-	Self Referral-7
	Other- 2	41-59- 10	Sexual- 3	Courts-2	Friends-
		60-74- 1	Stalking-	Family-	Other-8
		Unknown-	Unknown-	CYFD-	
Type of Contact:		Volunteer Hours: Total -1728.25			
Orders of Protection – 11		Cell Phone - 1728			
Individual Support Sessions –		Administrative -			
Group – 238		Crisis-			
Victim Advocacy -26.75		Office-			
Crisis Intervention-		Direct Client Contact (Crisis) .25			
Shelter -					
Food-					
CCR -13					
Case Management - 100.5					
DVOTI Individual Sessions- 5.5					

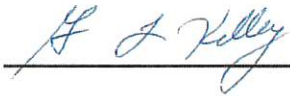
SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

*(Report is
due by the
15th of the
month
following the
QTR.)*

ORGANIZATION: Geronimo Trail Scenic Byway

ALLOCATION: \$5600. \$1524.99 QUARTER: 2nd
(Quarterly Draw) (FY Allotment) (1st/2nd/3rd/4th)

SUBMITTED BY: Gina Kelley 
Print Name Signature

In the 2nd quarter of this fiscal year, we have had 790 interactions with visitors – this includes walk-in visitors, email requests for information and telephone calls. We responded to inquiries requesting info on our hot springs, restaurants, galleries, shopping, events and attractions.

On behalf of the Sierra County Recreation & Tourism Advisory Board we shipped out 1620 brochures to visitor centers statewide. Additionally we provided another 300 brochures to local Sierra County lodging & retail businesses.

Media:

- Convention Southwest Magazine: provided info & photos
- Southwest Travel & Life: provided info & referred them to MainStreet for info on revitalization projects

Spaceport tours continue to use our Visitor Center as a pickup/dropoff location for their Saturday tours at 9am. On the days that tours occur, the Director opens the Visitor Center at 8:30am to accommodate tour participants.

In the 4th quarter our volunteers contributed 335 hours. Our volunteer Director contributed another 30 hours & our Board President another 10 hours. The total of 375 volunteer hours are valued at \$10,106 (\$26.95/hr per the IRS valued volunteer time in New Mexico).

Total Operating Expenses for the Period:

Telephone/Internet: \$ 707

Visitor Center supplies: \$ 332

Office Supplies & Expenses: \$ 364

Postage & shipping: \$ 12

Total: \$ 1415

Advertising Expenses \$208.00

Geronimo Springs Museum calendar ad & graphic design

SUBRECIPIENT QUARTERLY REPORT FY: 2025/2026

ORGANIZATION: MainStreet Truth or Consequences

ALLOCATION: \$50,000 (yearly) \$12,500 (quarterly draw)

SUBMITTED BY: Becca Eza

(Please detail the progress made in providing the services each quarter.)

This has been yet another busy quarter for MainStreet T or C!

We held our annual Trick-or-Treat Downtown event on Halloween, coordinating with the Police and Streets Departments to close Broadway and the Plaza area. Dozens of businesses handed out candy to hundreds of children from their storefronts and the Plaza, and we had over 60 entries to our costume contest.

In early November we had our annual accreditation meeting with representatives from New Mexico MainStreet. Mayor Hechler and Commissioner Mitchell took part in the meeting as representatives of our municipal partner. We received positive feedback from New Mexico MainStreet and we will be accredited as a MainStreet America program for 2026.

On the Saturday following Thanksgiving, we held our annual Small Business Saturday event and raffle. We promoted the event on social media, with flyers posted around town, and in the Sentinel, advertising that for each \$20 spent in any Sierra County small business, shoppers could receive a raffle ticket. On the day of the event we had volunteers at a table just inside the brewery exchanging receipts for raffle tickets. We recorded nearly \$10,000 in receipts turned in from that day - a substantial increase from last year's \$7,500 total. We traditionally partner with the T or C & Sierra County Chamber of Commerce for this event, and this year we also brought in MRGEDA as a partner.

In November we held a groundbreaking ceremony for the Foch Street Great Blocks project. We have been working closely with the City to facilitate communication with the affected businesses, and have started sending a weekly update email each Monday to let the businesses (and any community members who wish to be on the list) know of any important updates or developments in the project. We're looking forward to the actual start of construction at the beginning of January.

Also in November, we held our quarterly Business Breakfast, our biggest of the last two years with 20 attendees. Jones Street Secondhand was the host, and afterwards several attendees stayed for a special shopping session.

During this quarter, our Curb Appeal microgrant projects were completed. 9 downtown businesses received a microgrant for an exterior project meant to improve the "curb appeal" of town - painting, lighting, signage, etc. The projects all turned out well, and have amounted to well over \$10,000 invested in downtown revitalization!

Finally, we held our annual Old-Fashioned Christmas and Parade of Lights on Friday, December 12. We appreciate the support of many city departments in putting on this event. Downtown was full and festive with fire barrels, hot cocoa, and s'mores. Many businesses stayed open late, vendors filled the plaza, and there were food trucks across downtown. We had over 20 parade entries, and Santa made a visit to the Plaza after the parade to hear Christmas wish lists.

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: Matthew 25 Food Pantry, Inc. (Report is due by the 15th of the month following the QTR.)
ALLOCATION: \$ 10,000 \$ 2,500 **QUARTER:** 2nd
(FY Allotment) (Quarterly Draw) (1st / 2nd / 3rd / 4th)
SUBMITTED BY: Laura Ploughe
Print Name Signature

(Please detail the progress made in providing the services each quarter.)

Compliance

Matthew 25 Food Pantry, a 501(c)3, graciously appreciates the grant award from the City for the direct services we provide to benefit the community through our weekly free food distribution. Our mission is to serve the community without discrimination based on age, race, color, sex, religion, national origin, disability, or sexual orientation. Our commitment to the City is to maintain complete and accurate records of our performance and this Quarterly Report (Q2) is being submitted to the City for public record of such compliance.

This City grant assists in our ability to indirectly promote the City in the services we provide. We provide these services with a working team of all volunteers (approximately 15) and are governed by a volunteer Board of Directors. The Board Officers include a President, a Secretary/Treasurer, and Directors who have signatory and fiscal authority. We maintain an active Non-Profit good standing with the Office of the Secretary of State (SOS), the Internal Revenue Service (IRS), and the New Mexico Office of the Attorney General (AG).

Through the volunteers at Matthew 25 we work hard to operate under the highest standards and promote transparency. Not only do we open our statistics and our finances to the public, but proudly provide food safety compliance, guidelines, and our standards of conduct as we serve others.

2025/2026 Funding Purpose/Financial Performance

Matthew 25 is not affiliated with any religious organization unlike other food pantries in the community. Matthew 25 relies solely on grants and private monetary donations as well as contributions from local retailers (business-to-business (B2B)) to cover all of our operating costs and be able to provide services back to others in need. Budgeted grants total \$14,500 which includes the City grant of \$10,000, the County grant of \$2,500, and a grant award from a corporate business of \$2,000. An unexpected grant of \$5,000 in December was a welcome gift and sets us up to see nearly a 50/50 split of grants and donations for our revenues. The grants will cover nearly all of our budgeted fixed costs of \$19,700 while private contributions and local B2B contributions will be used on discretionary spend, most of which is for food. Current **Quarter 2 (Q2)** actuals show the month of December had a significant increase in funding from all sources. Almost 45% of total revenues realized in our first 6 months came in December! A true giving season!

A one-time transfer-in of \$15,000 from an investment reserve was planned in June 2025 and accrued into the FY25/26 for a July purchase of all new commercial refrigerator/freezer appliances. This is shown as a transfer in and not counted as a part of contributions, grants or B2B revenues.

Our budgeted rent and utilities make up 67% in fixed costs while insurance is 6%, totaling 73% of our expense budget. Food costs are 18% of budget this year, up again for the last two years, due to the need to purchase meat to supplement the scarce availability from Roadrunner Food Bank. With the increase seen in private contributions, both turkeys and hams plus extras were purchased during the Holidays to provide almost 130 families with both a Thanksgiving meal and a Christmas meal. A private donor, Arevon Energy, also provided large 16-20 pound turkeys for over half of our households. Some discretionary miscellaneous building improvement expenditures for signage and privacy panels were included in our December expenses.

Major operating expenditures were done to upgrade electric in June and in July a one-time major capital expenditure for appliances early in the fiscal year was done and was reported on in quarter one (Q1). Matthew 25 strives to maintain a near zero balance budget and the one-time transfer in from investment reserves for this major capital expenditure means that a transfer out of this years' budget is projected for late Q4 of \$5,000 to replace some of the reserves we used.

Appendix A provides our current Matthew 25 Budget/Actual Summary for to-date income and expenses.

Appendix B provides our detailed financial balance sheet for to-date Actuals to Budget with Net and percentages.

Scope of Work/CommunityBenefit Performance

Matthew 25 has actually seen a decrease in the numbers we distribute food to weekly/monthly for this **Quarter 2 (Q2)**. While it seems that Q1 continued to see increases, statistics show a decline, and last year numbers were higher than this year by 158. Assumptions were originally that 2024 Holidays versus 2025 Holidays fell on Thursdays more in 2025. In reality, Mathew 25 worked 50 Thursdays in 2024 as well as 50 Thursdays in 2025 resulting in the same number of distributions; subsequently the decline cannot be attributed to this assumption.

In the last 3 months, Matthew 25 fed 1,208 households totaling over 2,289 people. Seniors account for our highest percentage of food insecure and average almost 50% of those who participate. This equates to an average of 371 Seniors per week who receive free food, receiving 40-50 pounds per visit. While October was one of the largest numbers of people served this quarter and over a two year period, Quarter 2 (Q2) ended with a decline over the last two years, with December as the lowest month in a two year period.

Although Matthew 25 expanded our services with a mobile food distribution once a month in the Sierra Vista Hospital in 2025, a suspension in December citing caution for the flu season was enacted therefore the statistics show nothing for December.. Matthew 25 and the Sierra Vista Hospital staff will reassess the need at a future date.

Appendixes C, D, E and F participant statistics in detail, and in a trend chart for both Matthew 25 and Matthew 25 Mobile at Sierra Vista Hospital

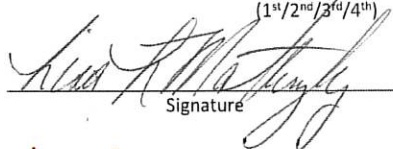
Matthew 25 strives to serve in our community while always remaining diligent in best practices and not burdening limited resources and we provide this report as proof of our performance as a benefit to the community.

SUBMITTED BY: Laura Ploughe /Phone: (480) 267-3535 **SIGNATURE/INITIALS** LP
(Typed Name)

SUBRECIPIENT QUARTERLY REPORT
FY: 2025/2026

ORGANIZATION: Sierra Joint Office on Aging

ALLOCATION: \$25,000 \$6,250 QUARTER: 2nd Qtr.
(FY Allotment) (Quarterly Draw) (1st/2nd/3rd/4th)

SUBMITTED BY: Lisa Mattingly 
Print Name Signature

*(Report is due by the
15th of the month
following the QTR.)*

Please confine on one page "narrative" for each quarter.

We provided the following service units in the current quarter through 12/31/2025:

- 8,607 Congregate meals in the dining room
- 9,697 Meals delivered to Homebound seniors
- 2,908 rides for Transportation
- 182 rides for Assisted Transportation
- 2,346 hours Homemaking services provided
- 188 hours provided for Respite

We are still working to acquire a new wheelchair van with a higher lift capacity; We are working on replacing compressor units for our walk-in refrigerator/freezers to be purchased through capital outlay funds. We would like to thank the City Manager and Assistant City Manager for all their help making these capital outlay projects a success.

Total Expenses for the Period:

- \$ 70,978.94 Congregate meals in the dining room
- \$102,626.55 Meals delivered to Homebound seniors
- \$ 45,260.65 Transportation
- \$ 3,189.40 Assisted Transportation
- \$ 86,319.90 Homemaking Services
- \$ 5,933.95 Respite

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: The Club

*(Report is due by the
15th of the month
following the QTR.)*

ALLOCATION: \$10,000
(FY Allotment)

\$2,500
(Quarterly Draw)

QUARTER: 2nd
(1st/2nd/3rd/4th)

SUBMITTED BY: Charis Baxter
Print Name


Signature

(Please detail the progress made in providing the services each quarter.)

Program Overview

During the second quarter, The Club continued to provide safe, structured out-of-school time programming for teens across Sierra County. Subrecipient funding supported staffing, enrichment materials, and operational needs that ensured consistent, high-quality services. Programming focused on academic support, enrichment, social-emotional learning, and family engagement.

Participation & Attendance

- **Total youth served:** 86 unduplicated participants
- **Average Daily Attendance (ADA):** 20
- **Age range:** 12–18

City support helped maintain stable attendance and ensured youth had access to a safe, supervised environment during critical hours.

Key Services Provided

- **Academic Support:** Daily homework help, tutoring, and targeted middle school interventions in math, reading, and executive functioning.
- **Enrichment:** STEM (robotics, coding, science labs), arts (visual arts, music, creative writing), leadership groups.
- **Social-Emotional Learning:** Weekly SEL lessons and activities promoting communication, teamwork, and conflict resolution.

Family & Community Engagement

- Halloween event
- New Years Lock-in
- Toys for Tots distribution with bilingual outreach
- Ongoing collaboration with schools, behavioral health providers, and local agencies

These efforts strengthened family connections and increased community trust in youth services.

Use of City Funds

City funding supported:

- Curriculum and enrichment materials
 - Transportation support
 - Facility operations and safety improvements
-

Outcomes & Impact

City investment contributed to:

- Safe, supervised OST programming for 86 youth
 - Improved academic engagement through daily tutoring
 - Expanded enrichment opportunities that build skills and confidence
 - Stronger family engagement and community partnerships
-



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: C.2

SUBJECT: Purchase Requisitions between \$20,000 and \$59,999.99 Thousand
DEPARTMENT: Procurement
DATE SUBMITTED: January 20, 2026
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager

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 purchase requisitions between \$20,000 and \$59,999.99 thousand were City Manager reviewed and approved prior to issuing a purchase order.

Attachments:

- Listing of Purchase Requisitions \$20,000 or More
- (3) In Packet

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 01/28/2026

**PURCHASE ORDER FROM DECEMBER 22, 2025-PRESENT-MANAGER APPROVED: \$20,000
THROUGH \$59,999.00. MANAGER APPROVED COMMISSION REPORT:**

3 records found

Issue Date	Number	Department Name	Vendor Name	Vendor Number	Total	Description	Outstanding
1/6/2026	82945	Fleet Service	4 RIVERS HOLDINGS LLC	7721	30,841.88	MAINT ON 310SL	30,841.88
1/6/2026	82942	Animal Shelter	ARENAS VALLEY ANIMAL C	8657	30,000.00	SPAY/NEUTER GRANT FUN	30,000.00
12/22/2025	82909	Electric Dept	FULL SEND LINEWORK LLC	8772	59,125.35	EAST SIDE OF INTERSTATE	59,125.35

Reviewed By City CPO On: CAM 1/20/2026

ACCEPTED:

YES:

No:

Additional Comments:

Mayor Ralph Hechler

(If required.)

City Clerk Attest:

(If required.)

*See Attached POs

**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:** 82945**Date:** 01/06/2026**Requisition #:** 95759**Vendor #:** 7721

ISSUED TO: 4 RIVERS EQUIPMENT
2975 Regent Blvd, Suite 100
Irving, TX 75063

SHIP TO: SERVICE CENTER
2700 South Broadway
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		TRANSMISSION REPLACEMENT MAINT ON 310 SL BACKHOE OUTSOURCED FROM SERVICE CENTER FOR SANITATION SOURCEWELL # 011723 SERVICE CENTER	600-7003-47420		0.00	30,841.88

SUBTOTAL:	30,841.88
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30,841.88

Chief Purchasing Office

Date:

1/6/2026

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 #: 95759

Date: 01/06/2026

Vendor #: 7721

ISSUED TO: 4 RIVERS EQUIPMENT
2975 Regent Blvd, Suite 100
Irving, TX 75063

SHIP TO: SERVICE CENTER
2700 South Broadway
Truth or Consequences, NM 87901

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	TRANSMISSION REPLACEMENT		0.00	600-7003-47420	30,841.88
PO Description: MAINT ON 310SL Detailed Description: MAINT ON 310 SL BACKHOE OUTSOURCED FROM SERVICE CENTER FOR SANITATION SOURCEWELL # 011723 SERVICE CENTER						

Authorized By: _____

SUBTOTAL:	30,841.88
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30,841.88



Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (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 Heavy Construction Equipment with Related Attachments and Technology 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **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. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. 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.

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 Sourcewell Price and Product 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.** Sourcewell'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 Sourcewell 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 Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell 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 Sourcewell 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;
- 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. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional 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, 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 construction defect, 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. *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. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

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

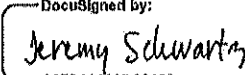
Intentionally Omitted.

22. CANCELLATION

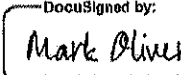
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

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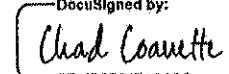
Sourcewell

DocuSigned by:

By: C0FD2A130D08489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

**John Deere Construction Retail Sales a
division of John Deere Shared Services LLC,
DBA John Deere Construction Retail Sales**

DocuSigned by:

By: 1CAF73242BB847F...
Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A84CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT



1441 Rv Drive
El Paso, TX 79928
Phone: 915-598-1133
www.4RiversEquipment.com

**Bill To:**

CITY OF TRUTH OR CONSEQUENCES

CITY CLERK / CITY HALL505 SIMS

TRUTH OR CONSEQUENCES, NM
87901 US

Email: silke@torcnm.org

Phone: 5758946675

Fax: 5758947767

Tax Exempt #: B1405755-09-0024

Deliver To:

CITY OF TRUTH OR CONSEQUENCES

CITY CLERK / CITY HALL505 SIMS

TRUTH OR CONSEQUENCES, NM
87901 US

Email: silke@torcnm.org

Phone: 5758946675

Fax: 5758947767

SERVICE QUOTE:

Quote #: QUO-01828-P1C4Z3

Quote Date: 02 Dec 2025

Work Order: 503125

Advisor: Amanda Rojas

Location: 06 - EL PASO-4 RIVERS
EQUIPMENTJob site: CITY OF TRUTH OR
CONSEQUENCES

Customer PO #:

Make/Model	Serial Number	Meter	Equipment ID	Fleet Number
JOHN DEERE 310SL	1T0310SLHHF317374	6281	317374	

Complaints:

TRAVEL TIME AND MILEAGE

Diagnostics:**Repair:****Segment Summary:**

Labor	OL&M	Misc	Parts	Subtotal
\$97.00	\$0.00	\$0.00	\$0.00	\$97.00

Complaints:

DIAGNOSE: TCU 522411.05

Diagnostics:

FOUND TCU 522411.05 WAS LAST ACTIVE 40 HOURS AGO. INSPECTED FUSES AND WERE ALL GOOD. INSPECTED TCL AND DID NOT SEE ANY HARNESS ISSUES. FOUND PARK BRAKE RELEASES BUT UNIT ONLY GOES FORWARD OR REVERSE INTERMITTENTLY. VERIFIED DE CLUTCH SWITCH WAS WORKING IN THE MONITOR AND ALL SOLENOIDS WERE RESPONDING WHEN COMMANDED. FOUND NEW VCU BUNDLE PAYLOAD. DOWNLOADED AND PROGRAMED. ISSUE REMAINED. NEED TO INSPECT DIRECTION SOLENOIDS, WIRING THEN CHECK TRANS AND CLUTCH PRESSURES. LOCATION WAS LOCKING UP FOR THE DAY. RECOMENDED TO GO THE SHOP.

10/22/25

Checked pressures to clutch packs had 0 pressure at kv clutch switched solenoid y3 still no pressure at y3 if y3 is not getting proper pressure for pump will cause forward and reverse functions to not function possible further internal failure must drop transmission to do proper quote

Repair:

Part Number	Description	Quantity	Unit Price	Extended Price
Part - AT437593	SWITCH	-1	\$560.58	(\$560.58)
Part - AT466863	OIL FILTER	1	\$78.35	\$78.35
Part - AT437593	SWITCH	1	\$560.58	\$560.58

Segment Summary:

Labor	OL&M	Misc	Parts	Subtotal
\$872.00	\$0.00	\$0.00	\$78.35	\$950.35

Complaints:

TRANSPORTATION - PICK UP AND/OR DELIVERY OF EQUIPMENT.

- ROUND TRIP FROM 601 NADYNE COURT, T OR C, NM TO 4 RIVERS EQUIPMENT 1441 RV DRIVE, EL PASO TX AND BACK TO INITIAL LOCATION

- POC: WYATT 575-740-7352 (CITY OF T OR C WASTE TREATMENT PLANT)

Diagnostics:

Repair:

TRANSPORTATION - PICK UP AND/OR DELIVERY OF EQUIPMENT.

Misc Charges	Description	Quantity	Unit Price	Extended Price
OUTSIDE LABOR & MTLs	OUTSIDE LABOR & MTLs	1	\$2,875.00	\$2,875.00

Segment Summary:

Labor	OL&M	Misc	Parts	Subtotal
\$0.00	\$0.00	\$2875.00	\$0.00	\$2875.00

Complaints:

REPLACE TRANSMISSION

Diagnostics:

Repair:

Part Number	Description	Quantity	Unit Price	Extended Price
Part - AT501974	TORQUE CON	1	\$2,118.09	\$2,118.09
Part - R29463	O-RING	1	\$4.97	\$4.97
Part - AT466863	OIL FILTER	1	\$78.35	\$78.35
Part - AT501973	HYDRAULIC	1	\$2,216.98	\$2,216.98
Part - AT501903	Transmission	1	\$15,018.29	\$15,018.29
Part - T161181	O-RING	1	\$6.85	\$6.85

Segment Summary:

Labor	OL&M	Misc	Parts	Subtotal
\$6976.00	\$0.00	\$0.00	\$19443.53	\$26419.53

Complaints:

QUOTE DISCLAIMER THE ABOVE IS AN ESTIMATE BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS AND/OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP OCCASIONALLY AFTER THE WORK HAS STARTED, DAMAGED OR BROKEN PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION. THIS QUOTATION EXPIRES IN 30 DAYS.

Diagnostics:

Repair:

THE ABOVE IS AN ESTIMATE BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS AND/OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP OCCASIONALLY AFTER THE WORK HAS STARTED, DAMAGED OR BROKEN PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION. THIS QUOTATION EXPIRES IN 30 DAYS.

Misc Charges	Description	Quantity	Unit Price	Extended Price
Environmental Fee	Environmental Fee	1	\$500.00	\$500.00

Segment Summary:

Labor	OL&M	Misc	Parts	Subtotal
\$0.00	\$0.00	\$500.00	\$0.00	\$500.00

Order Summary:

Parts:	\$19521.88
OL&M:	\$0.00
Misc:	\$3375.00
Labor:	\$7945.00
Subtotal:	\$30,841.88
Tax:	\$0.00

Total:

\$30,841.88

Terms and Conditions:

Parts and service terms are NET30 from date of invoice. Any invoice not disputed within 30 days will be considered correct and payable. Past due invoices will accrue interest at 1.5% per month. In the event of nonpayment customer agrees to pay all costs of collection, including reasonable attorney's fees. Farm Plan and Power Plan purchases are subject to the terms of the respective credit agreement. Returnable parts can be returned within 30 days of purchase with original invoice. All returns are subject to approval and a restocking fee. Received by:

..... Date:

Received By:

Date:

Standard Warranty for New OEM Off-Highway, Marine Engines and Drivetrain Products

This Standard Warranty is John Deere's warranty for new John Deere products described in this document ("Products") and is provided at no additional charge to the commercial purchaser ("Purchaser").

Warranty Duration

Unless otherwise provided in writing, John Deere¹ makes the following warranty to the first retail Purchaser of each:

- New John Deere off-highway engine marketed as part of a Product manufactured by a company other than John Deere or its affiliates and on each new John Deere engine used in an off-highway repower application
- New John Deere marine engine
- New John Deere Drivetrain Products (e.g., Transmission, Planetary Drive, Pump Drive, Axle, and E-Drive)

Coverage Term²

- New Off-Highway Engines: 24 Months or 2000 hours, or 12 Months unlimited hours (whichever occurs first)
- New Marine Engines: 24 Months or 2000 hours, or 12 Months unlimited hours (whichever occurs first)
- New John Deere Drivetrain Products (e.g., Transmission, Planetary Drive, Pump Drive, Axle, and E-Drive): 12 Months or 2000 hours (whichever occurs first).

Extended Warranty, where available, is a separate repair contract made available by John Deere for Purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers and distributors ("Dealers").

Emissions Warranty

Emissions warranty information is included in the Operator's Manual, where legally required.

¹ "John Deere" means John Deere Power Systems, a division of John Deere Shared Services LLC with respect to Purchasers in the United States, John Deere Canada ULC with respect to Purchasers in Canada and Deere & Company or its subsidiary responsible for marketing John Deere equipment in other countries where the Purchaser is located.

² In the absence of a functional hour meter, hours of use will be determined based on 12 hours of use per calendar day.



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: 82942

Date: 01/06/2026

Requisition #: 95680

Vendor #: 8657

ISSUED TO: ARENAS VALLEY ANIMAL CLINIC OF SIERRA COUNTY
1607 N DATE ST
TRUTH OR CONSEQUENCES, NM 87901-

SHIP TO: ANIMAL SHELTER
1101 N Cedar Street
Building C
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		GETTING ANIMALS FIXED GETTING ANIMALS FIXED OPEN PO DRAWDOWN FOR SPAY/NEUTER (FY 25-26) INVOICES/RECEIPTS REQUIRED FOR PROCESSING	299-7067-48598		0.00	30,000.00

SUBTOTAL:	30,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30,000.00

Chief Purchasing Office

Date:

1/6/2026

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 #: 95680

Date: 12/11/2025

Vendor #: 8657

ISSUED TO: ARENAS VALLEY ANIMAL CLINIC OF SIERRA CC
1607 N DATE ST
TRUTH OR CONSEQUENCES, NM 87901-

SHIP TO: ANIMAL SHELTER
1101 N Cedar Street
Building C
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 GETTING ANIMALS FIXED		0.00 299-7067-48598	30,000.00
PO Description: SPAY/NEUTER GRANT FUNDING Detailed Description: GETTING ANIMALS FIXED OPEN PO DRAWDOWN FOR SPAY/NEUTER (FY 25-26) INVOICES/RECEIPTS REQUIRED FOR PROCESSING ANIMAL SHELTER				

Authorized By: _____

SUBTOTAL:	30,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30,000.00

State of New Mexico
Board of Veterinary Medicine

MICHELLE LUJÁN GRISHAM
Governor



Lawrence D. Young, DVM
Chair

Deborah L. Schenk
Executive Director and CFO

Tara Manning

Truth or Consequences Animal Shelter
505 Sims St.
Truth or Consequences NM 87901

Dear Ms. Manning,

By formal motion at a meeting of the Board held on August 27, 2025, the Board of Veterinary Medicine has selected your organization for funding from the Animal Care and Facility Fund in the amount of \$40,000.00. Attached is the Spay and Neuter Services Agreement for your review and signature.

To accept the funds, you must be a State of New Mexico recognized vendor; therefore, a W-9 form must be completed according to the instructions and returned via email to martha.rivera@bvm.nm.gov. Please include a voided check for ACH or direct deposit of the funds.

Please note that the funds being awarded are from the passage of SB57. This bill will sunset (expire) in 2026, unless renewed during the 2026 legislative session. If you feel this source of funding should continue, please reach out to your representatives to voice your support.

Please give the Board office a call at the number listed below should you have questions.

Sincerely,

Deborah L. Schenk
Executive Director and CFO

7301 Jefferson Street, N.E., Suite H
Albuquerque, NM 87109-4363

Telephone 505.553.7021



www.bvm.nm.gov

MICHELLE LUJÁN GRISHAM
Governor

State of New Mexico
Board of Veterinary Medicine



Lawrence D. Young, DVM
Chair

Deborah L. Schenk
Executive Director and CFO

SPAY/NEUTER SERVICES AGREEMENT

The conditions to be met in acceptance of funds are as follows:

1. Funds are to be expended within 12 months of the date of the check.
2. Funds must be spent in accordance with the grant proposal submitted and any conditions specified in the award letter.
3. Funds not expended must be returned to the NM Board of Veterinary Medicine (NMBVM) in the form of a check within 30 days after the 12-month period has expired.
4. Reports are vital to the success of the program. Two reports are to be submitted to the NMBVM, one at 6 months post award and a final report due at the end of the 12-month period. Reports are to include project progress, number of procedures done for both dogs and cats, funds spent, and funds remaining.
5. The final report will be submitted to the NMBVM no later than 30 days after the 12-month period, setting out a detailed accounting of expenditures associated with spay/neuter programs provided using Animal Care and Facility Fund funding. The final number of procedures completed will also be included in the final report.
6. Receipts and invoices must be submitted as supporting documents for the report.
7. Recipients must comply with a state audit of funds should one occur.

Failure to comply with these terms may jeopardize future funding consideration.

The Agreement must be returned bearing the signature and emailed to catherine.hernandez@bvm.nm.gov Please make a copy of the signed agreement for your records.

Congratulations! Your hard work in providing services to homeless, unwanted, and lost domestic animals is appreciated by the Board and the citizens of New Mexico.

By accepting the funds, recipients agree to the stipulations as set forth above.

By: Rolf Hechler, Mayor City of Truth or Consequences
Printed name, title, and name of organization.

Signature: [Signature]

Date: 9/24/25

7301 Jefferson Street, N.E., Suite H
Albuquerque, NM 87109-4363

Telephone 505.553.7021



www.bvm.nm.gov

**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:** 82909**Date:** 12/22/2025**Requisition #:** 95718**Vendor #:** 8772

ISSUED TO: FULL SEND LINEWORK LLC
104 HUMMINGBIRD PLACE
CLOVIS, NM 88101-

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		INSTALL 2/0 ACSR AND REPLACE TWO POLES (63)	503-3702-47415		0.00	39,375.00
2	0		MATERIALS	503-3702-47415		0.00	15,181.26
3	0		TAX (LABOR)	503-3702-47415		0.00	4,569.09
ELECTRIC							

SUBTOTAL:	59,125.35
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	59,125.35

Chief Purchasing Office  Date: 12/22/2025

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 #: 95718

Date: 12/19/2025

Vendor #: 8772

ISSUED TO: FULL SEND LINEWORK LLC
104 HUMMINGBIRD PLACE
CLOVIS, NM 88101-

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	INSTALL 2/0 ACSR AND REPLACE TWO POLES (63)		0.00	503-3702-47415	39,375.00
2	0	MATERIALS		0.00	503-3702-47415	15,181.26
3	0	TAX (LABOR)		0.00	503-3702-47415	4,569.09

PO Description: EAST SIDE OF INTERSTATE FOR LOVE'S TRUCK STOP

Detailed Description:

ELECTRIC

Authorized By: _____

SUBTOTAL:	59,125.35
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	59,125.35

QUOTATION

Full Send Linework

882 County Road 18
Clovis, NM 86101
Phone: (575) 302-3380

Quotation for Reconduct to new Pipeline of L25

City of Truth or Consequences
Attn: Ed Easter
605 S. Main
Truth or Consequences, NM 87901
Office: (575) 891-6733
Cell: (575) 740-3824

Date: 1/28/2015
Quotation #: 003
Customer ID: 000

Column 1	Description	Column 2	Hourly Price	Taxable?	Amount
1	Labor	63	\$ 625.00	T	\$ 39,375.00
2	Material and Hardware	Itemized list attached	\$ 15,181.26	T	\$ 15,181.26
				T	
				T	
				Subtotal	\$ 54,556.26
				Tax Rate	8.375%
				Sales Tax	\$ 4,568.09
				Other	\$
				Total	\$ 59,124.35

If you have any questions concerning this quotation contact T.J.
(575)-602-3380 or tj@fullsendlinework.com

Thank you!



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: D.1

SUBJECT: Resolution No. 33 25/26 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement agreements and Purchases.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 22, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

This resolution designates authorized signatories for financial transactions and contractual agreements.

Recommendation:

Approval of Resolution No. 33 25/26.

Attachments:

- Resolution No. 33 25/26

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Yes

Yes.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-28-26



RESOLUTION NO. 33 25/26

EXECUTION OF CONTRACTS; GRANT AGREEMENTS; MEMORANDA OF UNDERSTANDING; JOINT POWERS AGREEMENTS; SETTLEMENT AGREEMENTS; PURCHASES

WHEREAS, the City Commission of the City of Truth or Consequences met in a duly noticed, regular Commission meeting on January 28, 2026, at 4:00 P.M. at Truth or Consequences, New Mexico, and

WHEREAS, the City Commission of the City Truth or Consequences is a legally and regularly created, established, organized, and existing City under the general laws of the State of New Mexico and more specifically, Section 3-45-5, NMSA 1978, as amended and supplemented; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily charged with examining and settling all accounts of receipts and expenses of the city and all accounts chargeable against the city; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily charged with making such orders concerning the property belonging to the City as it deems expedient; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily authorized to "employ and set the salary of a City Manager to conduct the business of the City, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities; and,

WHEREAS, NMSA 1978 Section 13-1-125 (2007) exempts certain small purchases from the bidding requirements the Procurement Code so long as those purchases are made in compliance with regulations set forth by the City of Truth or Consequences; and,

WHEREAS, the City Commission of the City of Truth or Consequences promulgated regulations which delineate the manner in which procurement of items of tangible personal property, services and construction are procured by the City.

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences:

1. The City Manager and/ or the Chief Financial Officer are expressly authorized to procure and execute contracts for budgeted items of tangible personal property, services and construction on behalf of the City of Truth or Consequences in the amount of Twenty Thousand Dollars (\$20,000) or less.
2. The City Commission City Manager will be authorized to enter into contracts for budgeted items of tangible personal property, services and construction on behalf of the City of Truth or Consequences in excess of Twenty Thousand Dollars (\$20,000) not to exceed Fifty-Nine Thousand Nine Hundred- Ninety-nine dollars. (\$59,999). The city manager shall present all documents utilized for procurement to the city commission for review and concurrence.
3. The City Commission retains the authority to enter into contracts, for unbudgeted items of tangible personal property, services and construction.
4. All procurements shall be made pursuant to the City's Purchasing Regulations and New Mexico Procurement Code NMSA 1978 Sections 13-1-28 et. seq., and the City's Certified Purchasing Officer (CPO) must sign off on all contracts to confirm conformance with the Procurement Code.
5. The City Manager is authorized to approve internal budget adjustments within a department fund.
6. The authority to enter into legal settlement agreements for amounts of Ten Thousand Dollars (\$10,000) or less is delegated to the City Manager. Any contract or settlement agreement entered into pursuant to this resolution shall be presented to the City Commission at its next regular meeting after the date of execution by the City Manager.
7. The City Commission retains the authority to enter into legal settlement agreements more than the City Manager's Authority.
8. The authority to pay insurance deductibles for amounts of Twenty-Five Thousand Dollars (\$25,000) or less is delegated to the City Manager.
9. The City Manager may prepare, submit applications and accept grants that are consistent with the city's capital improvement plan (ICIP) or would provide a direct benefit to the current city facilities or infrastructure. The City Commission shall retain full authority for final authorization necessary to execute a grant agreement.
10. The City Commission shall retain the authority to approve and accept all grant funding for inclusion in the budget either by the regular budget process or budget adjustment resolution.

11. The City Commission retains the authority to enter in Memoranda of Understanding, Memoranda of Agreement and Joint Powers Agreements.
12. All Contracts, Memoranda of Understanding, Memoranda of Agreement and Joint Powers Agreements must be submitted to legal counsel for review.
13. The City Manager and/or the Chief Elected Official shall be authorized to execute all grant agreements or contracts that are necessary to secure grant funding.
14. All senior staff and elected officials may utilize electronic signatures.
15. This document is not intended to supersede any other state law or city policy regarding finance, and procurement. The City Manager shall at all times, present the documents executed to the City Commission at the next available City Commission meeting as an item on the agenda.
16. This resolution will apply to all renewals subject to the terms noted.

PASSED, ADOPTED and APPROVED this 28th day of January 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



RESOLUTION NO. 33 25/26

EXECUTION OF CONTRACTS; GRANT AGREEMENTS; MEMORANDA OF UNDERSTANDING; JOINT POWERS AGREEMENTS; SETTLEMENT AGREEMENTS; PURCHASES

WHEREAS, the City Commission of the City of Truth or Consequences met in a duly noticed, regular Commission meeting on ~~May 26, 2021, at 9:00 A.M.~~ at Truth or Consequences, New Mexico, and

WHEREAS, the City Commission of the City Truth or Consequences is a legally and regularly created, established, organized, and existing City under the general laws of the State of New Mexico and more specifically, Section 3-45-5, NMSA 1978, as amended and supplemented ; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily charged with examining and settling all accounts of receipts and expenses of the City and all accounts chargeable against the City ; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily charged with making such orders concerning the property belonging to the City as it deems expedient; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily authorized to "employ and set the salary of a City Manager to conduct the business of the City, to serve as personnel officer, fiscal director , budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities ;" and,

WHEREAS, NMSA 1978 Section 13-1-125 (2007) exempts certain small purchases from the bidding requirements the Procurement Code so long as those purchase are made in compliance with regulations set forth by the City of Truth or Consequences; and,

WHEREAS, the City Commission of the City of Truth or Consequences promulgated regulations which delineate the manner in which procurement of items of tangible personal property, services and construction are procured by the City.

NOW, THEREFORE, BE IT RESOLVED THAT, by the City Commission of the City of Truth or Consequences:

1. The **City Manager and/ or the Chief Financial Officer** are expressly authorized to procure and execute contracts for *budgeted* items of tangible personal property, services and construction on behalf of the City of Truth or Consequences in the amount of Twenty Thousand Dollars (\$20,000) or less.

2. The ~~City Commission~~ City Manager will be authorized to enter into contracts for *budgeted* items of tangible personal property, services and construction on behalf of the City of Truth or Consequences in excess of Twenty Thousand Dollars (\$20,000) *not to exceed Fifty-Nine Thousand Nine Hundred- Ninety-nine dollars. (\$59,999). The city manager shall present all documents utilized for procurement to the city commission for review and concurrence.*
3. The City Commission retains the authority to enter into contracts, for *unbudgeted* items of tangible personal property, services and construction.
4. All procurements shall be made pursuant to the City's Purchasing Regulations and New Mexico Procurement Code NMSA 1978 Sections 13-1-28 et. seq., and the City's Certified Purchasing Officer (CPO) must sign off on all contracts to confirm conformance with the Procurement Code.
5. The City Manager is authorized to approve internal budget adjustments within a department fund.
6. The authority to enter into legal settlement agreements for amounts of Ten Thousand Dollars (\$10,000) or less is delegated to the City Manager. Any contract or settlement agreement entered into pursuant to this resolution shall be presented to the City Commission at its next regular meeting after the date of execution by the City Manager.
7. The City Commission retains the authority to enter into legal settlement agreements more than the City Manager's Authority.
8. The authority to pay insurance deductibles for amounts of Twenty-Five Thousand Dollars (\$25,000) or less is delegated to the City Manager.
9. *The City Manager may prepare, submit applications and accept grants, that are consistent with the city's capital improvement plan (ICIP) or would provide a direct benefit to the current city facilities or infrastructure. The City Commission shall retain full authority for final authorization necessary to execute a grant agreement.*
10. *The City Commission shall retain the authority to approve and accept all grant funding for inclusion in the budget either by the regular budget process or budget adjustment resolution.*
11. The City Commission retains the authority to enter in Memoranda of Understanding, Memoranda of Agreement and Joint Powers Agreements.
12. All Contracts, Memoranda of Understanding, Memoranda of Agreement and Joint Powers Agreements must be submitted to legal counsel for review.
13. *The City Manager and/or the Chief Elected Official shall be authorized to execute all grant agreements or contracts that are necessary to secure grant funding.*
14. *All senior staff and elected officials may utilized Electronic signatures.*
15. *This document is not intended to supersede any other state law or city policy regarding finance, and procurement. The City Manager shall at all times present the documents executed to the City Commission at the next available City Commission meeting as an item on the agenda.*

16. This resolution will apply to all renewals subject to the terms noted.

PASSED, ADOPTED and APPROVED this **28th day of January 2026**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: D.2

SUBJECT: Approval of Resolution No. 34 25/26 and MOU Authorizing ongoing scheduled use of the Adobe Hills Shooting Range by Rio Vaqueros Inc.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 22, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Rio Vaqueros, Incorporated is a nonprofit organization that supports organized shooting sports and volunteer maintenance activities at the Adobe Hills Shooting Range. The proposed resolution authorizes recurring scheduled use of the shooting range, requires all events to be posted on the public calendar maintained by the City Clerk, recognizes current board leadership, and acknowledges in-kind maintenance services provided to the City.

Recommendation:

Approve the Resolution and authorize execution of the Memorandum of Understanding.

Attachments:

- Resolution No. 34 25/26
- Memorandum of Understanding

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): Yes

Yes.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-28-2026



RESOLUTION NO. 34 25/26

A RESOLUTION AUTHORIZING ONGOING SCHEDULED USE OF THE ADOBE HILLS SHOOTING RANGE BY RIO VAQUEROS, INC.; RECOGNIZING CURRENT BOARD LEADERSHIP; ESTABLISHING PUBLIC CALENDAR REQUIREMENTS; AND ACKNOWLEDGING IN-KIND MAINTENANCE SERVICES PROVIDED FOR THE PUBLIC BENEFIT

WHEREAS, the City Commission of the City of Truth or Consequences, New Mexico, desires to support responsible public use of the Adobe Hills Shooting Range while ensuring safety, transparency, and long-term sustainability of the facility; and

WHEREAS, Rio Vaqueros, Incorporated is a federally recognized 501(c)(3) nonprofit organization supporting organized shooting sports and volunteer maintenance activities; and

WHEREAS, the City Commission recognizes the current board members of Rio Vaqueros, Incorporated, including Carl McCleskey (President), Jim Paxon (Vice President), and Carol Whitney (Secretary/Treasurer), with the understanding that board membership may change and shall be reported to the City Manager and City Clerk; and

WHEREAS, Rio Vaqueros, Incorporated provides in-kind maintenance and general upkeep services at the Adobe Hills Shooting Range that help offset City operational costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, THAT:

1. Rio Vaqueros, Incorporated is authorized to conduct recurring organized shooting matches at the Adobe Hills Shooting Range on the following general schedule unless modified by the City Commission:
 - Second Wednesday – 650-yard Rifle Range (7:30 a.m.–11:00 a.m.)
 - Second Saturday – 3rd Pistol Pit (7:30 a.m.–12:00 noon)
 - Fourth Wednesday – 50-yard Rifle Range (7:30 a.m.–11:00 a.m.)
 - Fourth Saturday – 650-yard Rifle Range (.22 Match) (8:00 a.m.–12:00 noon)
2. All events must be placed on the official public calendar maintained by the City Clerk.
3. This authorization is non-exclusive and may be modified or revoked by the City Commission.

PASSED, ADOPTED and APPROVED this 28th day of January 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

RIO VAQUEROS, INC.

&

THE CITY OF TRUTH OR CONSEQUENCES

This Memorandum of Understanding (MOU) and its provisions is entered into by and between the City of Truth or Consequences, a Municipal Corporation ("City") and Rio Vaqueros, Inc., a New Mexico Non-Profit Corporation ("Vaqueros").

RECITALS

1. The City holds a United States patent identified as NMNM 90603 2740 (03100), which contemplates that certain real property within the City shall be used as a "Shooting Range". The City has historically complied with this patent by using the subject real property as a Shooting Range.

2. The parties wish to enter into this MOU to ensure that Vaqueros will assist and cooperate with the City for the proper management and operation of the Firing Range as described below.

3. Vaqueros has enacted By Laws which sets forth the following **OBJECTIVES**:

- A. To encourage the growth of safe pistol, rifle and shotgun shooting in our community, by presenting a continuing, year-round program of shooting matches open to all shooters who may legally use and own firearms and will obey posted rules and safe shooting practices.
- B. To use appropriate Safety Range Rules for shooting disciplines being used.
- C. To promote greater gun safety in our community by sharing our knowledge of safe gun handling techniques and ethics with others through an annual series of educational courses on safe shooting open to all shooters.
- D. To encourage participants in our sport to develop those characteristics of self-control, honesty, honor, integrity and politeness.

Vaqueros agrees to implement these procedures in its efforts to assist in the management of the Shooting Range.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The facility should be accessible to the public for open use at no cost as often as possible. When the facility needs to be used for training, education, certification or private events, the facility may be utilized, and fees will be charged in connection with Resolution No. 11/24-25 or updates as approved.
2. Vaqueros agrees to assist in the management and operation of the Shooting Range.
 - a. The parties shall promulgate rules and regulations for the management and operation of the Shooting Range. The rules and regulations shall include the following:
 - b. The hours of operation shall be from sunrise to sundown; with the exception that Certified Law Enforcement Officials may use the range after hours.
 - c. No alcoholic beverages will be allowed on the premises.
 - d. The Shooting Range shall be open to the public seven (7) days per week.
 - e. Vaqueros will always maintain proper credentials for safety range management and remain in compliance with all applicable State and Federal regulations. It will comply with the **OBJECTIVES** described in the Recitals.
 - f. Vaqueros will maintain the Shooting Range and keep the premises free from trash and weeds.
 - g. The City will utilize all department necessary to cooperate with Vaqueros for the operation and management of the Shooting Range.
 - h. Both parties shall maintain all necessary Insurance in coverages and amounts to be later approved by the parties. At the present time, Vaqueros maintains NRA insurance that covers the City up to \$1,000,000.00.
 - i. Neither party shall receive monetary compensation arising out of this MOU.
 - j. Vaqueros will schedule their events through the City's Parks and Recreation Department and/or the City Clerk.

This MOU shall go into effect on February 1, 2026, and shall remain in effect as long as the underlying patent is in effect, or until it is otherwise terminated. Either party may terminate this agreement without cause with thirty (30) days' written notice to the other party.

RIO VAQUEROS, INC.

CITY OF TRUTH OR CONSEQUENCES



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: D.3

SUBJECT: Resolution No. 35 25/26 Establishing a cash-transaction rounding policy in response to the cessation of circulating penny production, while requiring that all non-cash transactions be accepted and processed to the exact penny

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 22, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

The U.S. Department of the Treasury and the U.S. Mint have discontinued production of circulating pennies, resulting in reduced availability for daily transactions. This policy establishes a formal rounding policy for cash payments in response to that change.

Recommendation:

Approval of Resolution No. 35 25/26.

Attachments:

- Resolution No. 35 25-26

-

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): Yes

Yes.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-28-2026



RESOLUTION NO. 35 25/26

A RESOLUTION ESTABLISHING A CASH-TRANSACTION ROUNDING POLICY IN RESPONSE TO THE CESSATION OF CIRCULATING PENNY PRODUCTION, WHILE REQUIRING THAT ALL NON-CASH TRANSACTIONS BE ACCEPTED AND PROCESSED TO THE EXACT PENNY.

WHEREAS, the United States Department of the Treasury and the United States Mint have ceased production of circulating pennies, resulting in diminished availability in daily commerce; and

WHEREAS, United States coins and currency remain legal tender, and the City of Truth or Consequences continues to accept cash payments for municipal services; and

WHEREAS, the city also accepts non-cash payments that are capable of being processed to the exact cent; and

WHEREAS, nationally recognized best practices permit limited rounding of cash transactions only, when performed symmetrically, transparently, and only at the final total due;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES:

1. NON-CASH TRANSACTIONS. All non-cash payments, including credit cards, debit cards, checks, ACH, and online payments, SHALL be accepted and processed to the exact penny. No rounding is permitted for non-cash transactions.

2. CASH TRANSACTIONS. When payment is made in cash and pennies are unavailable or not reasonably practicable for making change, the City may apply a rounding adjustment to the final total due.

3. ROUNDING METHOD (CASH ONLY). All charges shall first be calculated to the exact cent, including all applicable taxes and fees. Rounding shall occur once, at the final total, using the following symmetrical method:

- a. Totals ending in 1¢ or 7¢ (odd) – round DOWN to the nearest 5¢.
- b. Totals ending in 2¢ or 6¢ (even) – round DOWN to the nearest 5¢.
- c. Totals ending in 3¢ or 9¢ (odd) – round UP to the nearest 5¢.
- d. Totals ending in 4¢ or 8¢ (even) – round UP to the nearest 5¢.

4. TRANSPARENCY AND CONTROLS. Public notice shall be posted at all cashier locations, and the Finance Department shall ensure proper accounting and audit controls.

PASSED, ADOPTED and APPROVED this **28th** day of **January 2026**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: E.1

SUBJECT: Truth or Consequences Wayfinding Plan
DEPARTMENT: MainStreet Truth or Consequences
DATE SUBMITTED: January 20, 2026
SUBMITTED BY: Becca Eza, Executive Director of MainStreet T or C
WHO WILL PRESENT THE ITEM: Amy Bell, Cam and Julia Wilde - Revitalization Specialists from New Mexico MainStreet; and Becca Eza, Executive Director of MainStreet T or C

Summary/Background:

MainStreet T or C and New Mexico Revitalization Specialists will present about the development of the Truth or Consequences Wayfinding Plan, which provides recommendations for wayfinding signage designs and locations throughout the community. The plan is intended to improve navigation for residents and visitors, support local businesses, and enhance the overall image of the city.

We have been developing this plan since Fall 2024, with support of a steering committee of local representatives and input from community meetings and surveys.

The City Commission is requested to consider and vote to express support for the Wayfinding Plan. This action does not require any financial commitment from the City. A formal statement of support will assist MainStreet T or C in pursuing grant funding and other external resources to implement the plan.

Recommendation:

Support of the Wayfinding Plan

Attachments:

- Wayfinding Presentation
- Truth or Consequences Wayfinding Plan

Fiscal Impact (Finance):

Legal Review (City Attorney):

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 1-28-2026



WAYFINDING

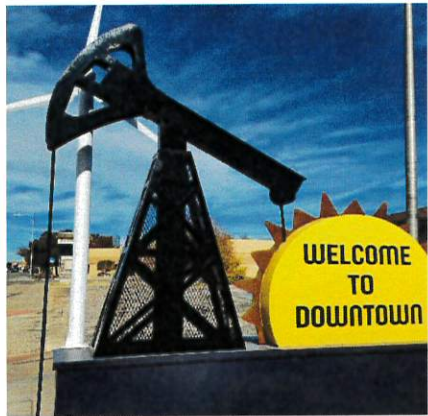
Connecting People with Places



PREVIOUSLY...

Let's catch you up!

ON-SITE INVENTORY
PUBLIC MEETING
PUBLIC SURVEY
SIGN DESIGN
PUBLIC MEETING
PUBLIC SURVEY
COMMISSIONER MEETINGS
FINALIZED SIGN DESIGN
SIGN PLACEMENT PLAN
PUBLIC MEETING
DESIGN INTENT
CONTENT MAPPING
WAYFINDING PLAN



A SUCCESSFUL WAYFINDING SYSTEM:

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

Why We Need Wayfinding:

Wayfinding improves and **better distributes traffic.**

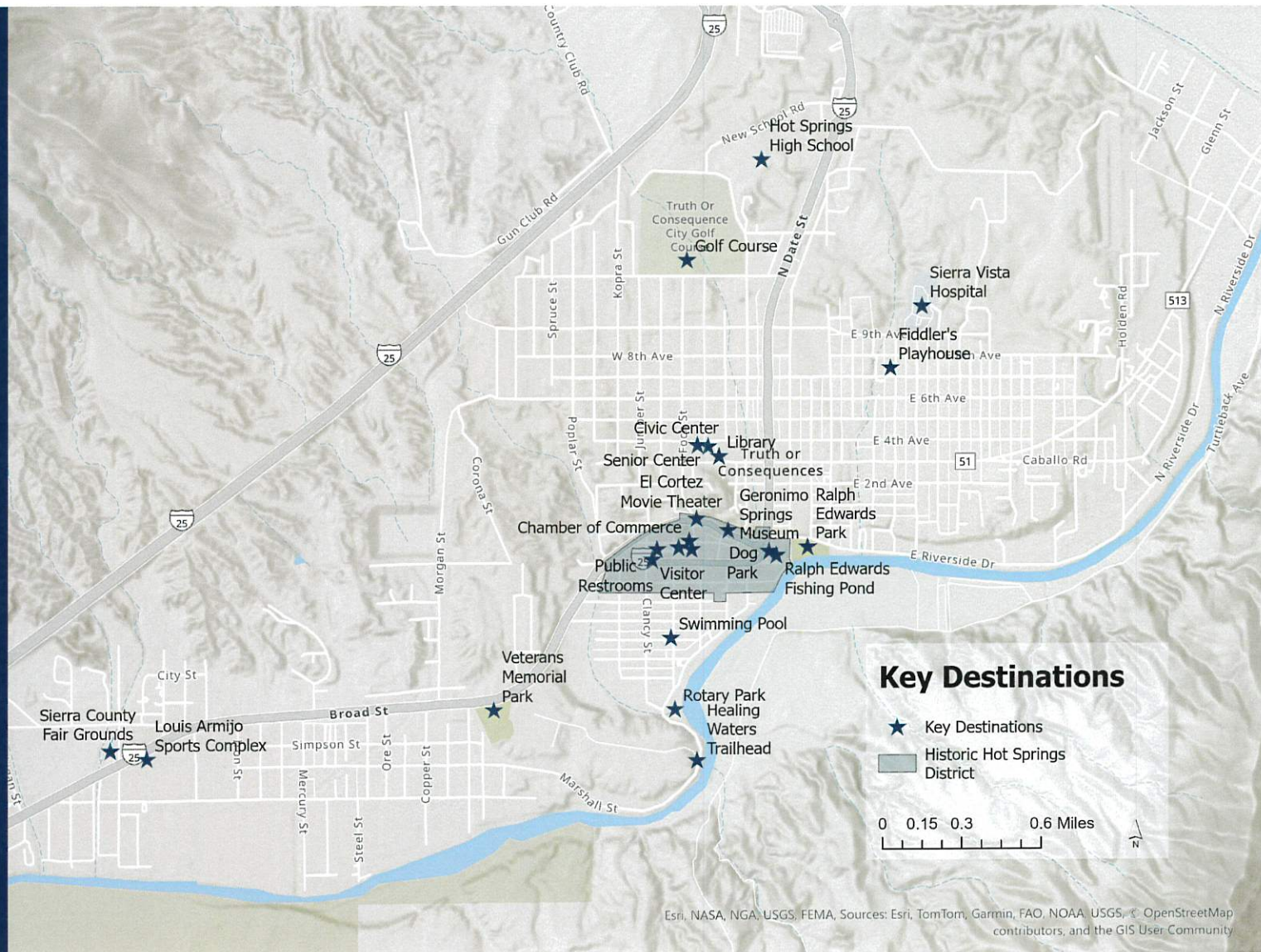
Wayfinding helps facilitate **multi-modal transportation.**

Wayfinding helps provide a **sense of place.**

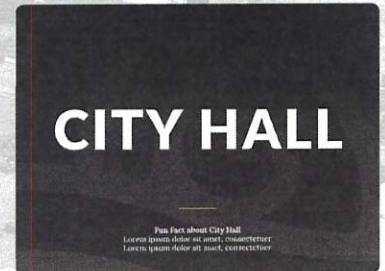
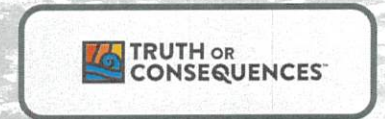
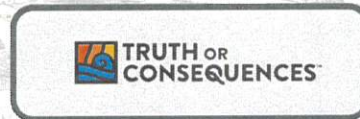
Wayfinding helps creates **unifying branding.**

Wayfinding improves **CONNECTIVITY.**

KEY DESTINATIONS



SIGN
DESIGNS
VEHICULAR



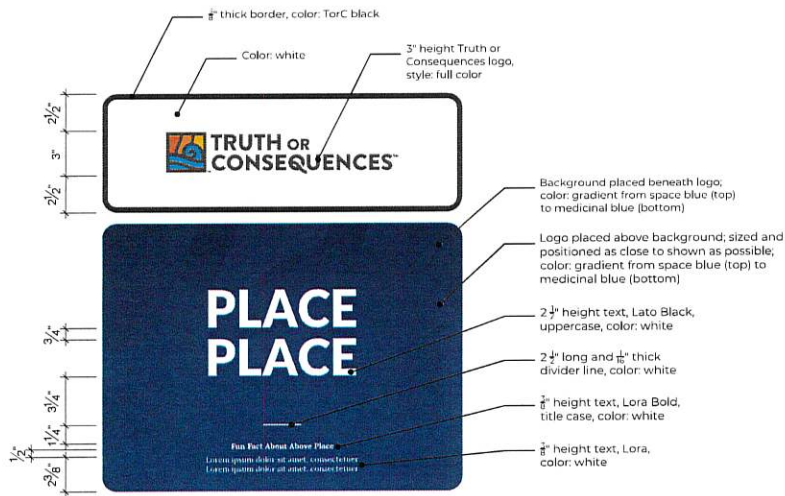
SIGN
DESIGNS
MONUMENT



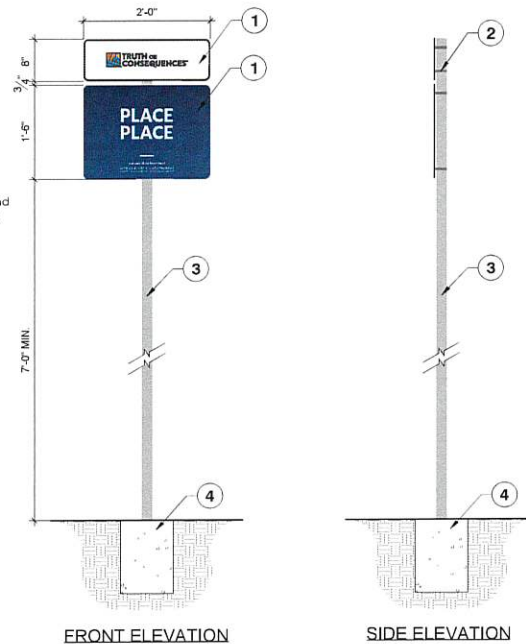
WAYFINDING
SYSTEM
EXPLORATORY



Design Intent Drawings



**TOWN ARRIVAL SIGN LAYOUT
WITH TWO LABEL LINES**



- 1 PANEL
MATERIAL: 1/4" thick anodized aluminum
FABRICATION PROCESS: Router-cut
EDGES: Routed, finished smooth
GRAPHICS: Screen-printed
COATING: Anti-graffiti, UV protection
MOUNTING: Bolted to square tube post or bracketed to light pole
- 2 MOUNTING HARDWARE
If mounting on new or existing square tube post, use tamper-proof bolts. Bolt through square with carriage bolt.

FINISH: Bolt tops to be painted color of sign or match finish
MATERIAL: Anodized aluminum
EDGES: Bolt, washer, nut

If mounting on existing light pole, use sign mounting brackets, 4" to 12" round, strap-on, stainless steel, unfinished, silver. Use tamper-proof bolts. Field verify pole diameter.
- 3 POST
Field verify if there is existing post or light pole. For all new posts.

SIZE: 2" x 2" square tube with welded cap
MATERIAL: Anodized aluminum
EDGES: Bolt, washer, nut
- 4 POST FOOTING
Footings shall be sized to meet local design standards.

NOTES
Details illustrate possible mounting and/or mounting hardware details and are for reference only. All hardware to be sized by fabricator. Shop drawing submittals shall detail the actual hardware and connections. All connections must be designed for all applicable loads. Shop drawings shall not compromise the visual appearance of the sign shown.

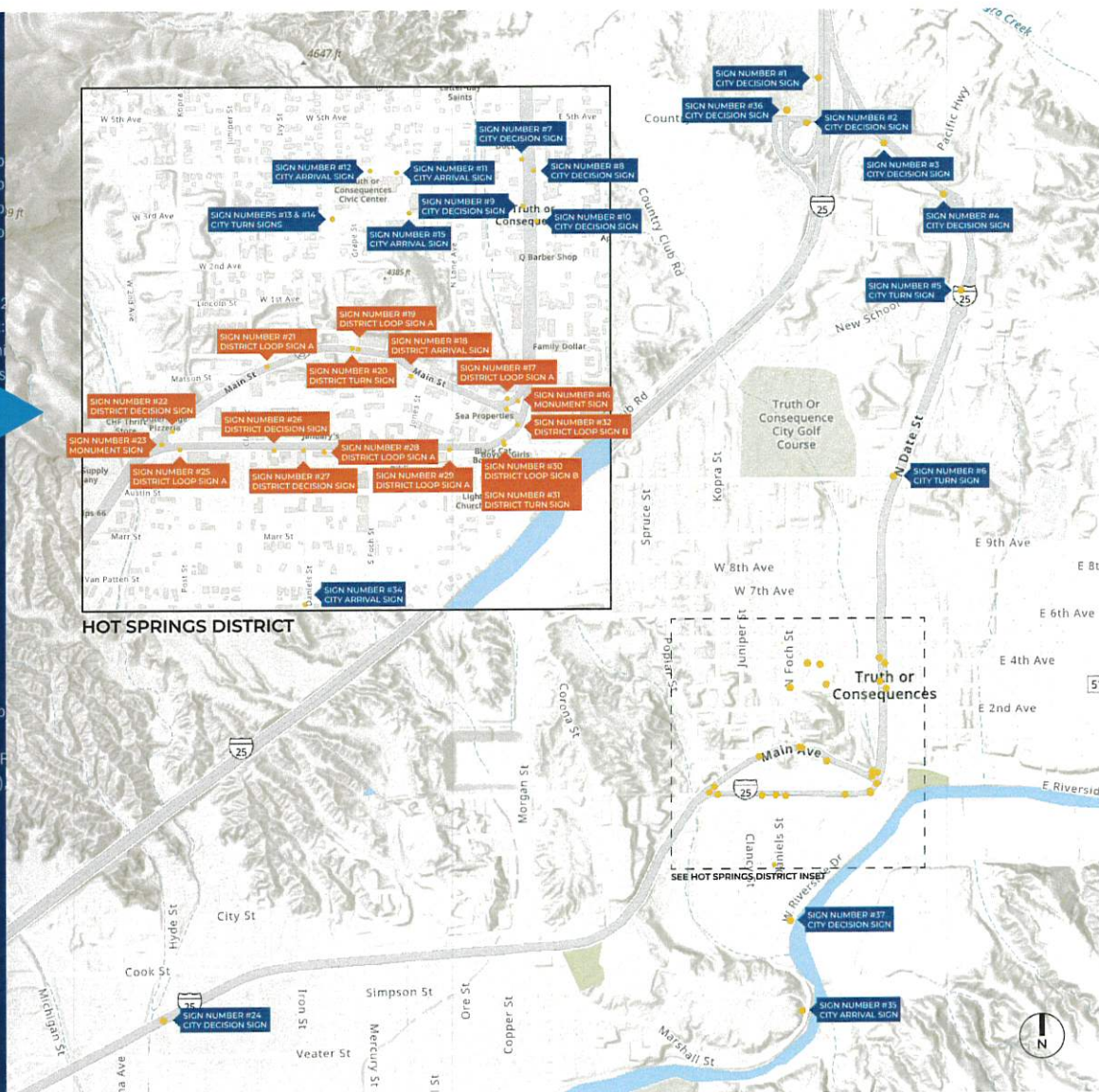
 DESIGN+PLANNING 3612 Campus Blvd NE Albuquerque, NM 87110	
- These drawings are intended to illustrate design intent only and are not for construction. All final engineering and construction of the project are the responsibility of the fabricator. Shop drawings from the fabricator must be submitted for approval prior to fabrication. - The quality of fit and finish on the final product must meet or exceed the requirements of these design intent drawings. Any variations to design, materials, or fabrication methods must be approved by the Owner or representative. - All welds shall be ground smooth and all seams painted. - All exposed hardware shall be tamper-proof fasteners. - All exposed edges shall be painted to match adjacent face. - Colors shown are for reference only and are subject to limitations of the printing process. Refer to referenced color systems contained within these drawings for actual specifications. - Scaled examples shown are for reference only and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation. - Messages shown in these drawings are for general reference only. Refer to message schedule for actual required messages.	
PROJECT LOCATION	CITY OF TRUTH OR CONSEQUENCES
PROJECT TITLE	TRUTH OR CONSEQUENCES WAYFINDING
ISSUE DATE	DECEMBER 2025
SHEET TITLE	ARRIVAL SIGN

Sign Scheduling + Content Mapping

Sign Number	Location/Description	Sign/Type	Post/Mount	Content	OBJECT ID	Latitude	Longitude
	West side of I-25 South about 50 feet before Exit 79	City Decision Sign	Install on new post	Rider: 7 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow)	36	-107.252560097	33.158786004
	Exit 79 on-ramp before overpass above I-25	City Decision Sign	Install on existing light post	Rider: 6 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	37	-107.254201739	33.158491309
	I-25 near Holiday Inn Express	City Decision Sign	Install on existing light post	Rider: 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	6	-107.250347433	33.156088672
	I-25 near Wal-Mart	City Decision Sign	Install on existing light post	Rider: 4 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	7	-107.247357303	33.156308790
	Median on New School Rd north of Shell gas station	City Turn Sign with Right Arrow	Replace existing sign on post in median	Schools	33	-107.24647685	33.149812545
	6 Date St and Marie St, NW corner	City Turn Sign with Right Arrow	Remove existing sign and install new sign on nearby light post	Municipal Golf Course	9	-107.244909903	33.141925155
	7 Date St and 4th Ave, NW corner	City Decision Sign with No Top Rider	Replace existing signs on light post	Line 1: Senior Center (right arrow), Line 2: Civic Center (right arrow), Line 3: NM Public Health (left arrow)	10	-107.25062255	33.14291711
	8 Date St and 4th Ave, SE corner	City Decision Sign with No Top Rider	Replace existing signs on light post	Line 1: Senior Center (left arrow), Line 2: Civic Center (left arrow), Line 3: NM Public Health (right arrow)	11	-107.250347733	33.140631815
	9 Date St and 3rd Ave, NW corner	City Decision Sign with No Top Rider	Install new sign on existing light post	Line 1: Library (right arrow), Line 2: Commission Chambers (right arrow)	12	-107.25058961	33.133049550
	10 Date St and 3rd Ave, SE corner	City Decision Sign with No Top Rider	Install new sign on existing light post	Line 1: Library (left arrow), Line 2: Commission Chambers (left arrow)	13	-107.25027827	33.133044589
	11 4th Ave and Grape St	City Arrival Sign	Install on new post on lawn on east side of senior center entrance perpendicular to road	Kenneth W. James Senior Center	34	-107.25057623	33.130295460
	12 4th Ave and Grape St	City Arrival Sign	Install on new post on lawn on east side of senior center entrance perpendicular to road	Civic Center	14	-107.254201503	33.14067645
	13 Foch St and 3rd Ave, SE corner	City Turn Sign with Left Arrow	Replace existing north-facing sign on post	Library	15	-107.255009473	33.133118880
	14 Foch St and 3rd Ave, SE corner	City Turn Sign with Right Arrow	Replace existing south-facing sign on post	Library	38	-107.255009491	33.133096263
	15 3rd Ave and Library Lane, NE corner	City Arrival Sign	Install on new post	Library	16	-107.255009473	33.133118880
	16 Date St median facing north	Monument	Install on gabion structure	As shown in design intent drawings	17	-107.250278263	33.133216019
	17 Date St near Serenity Clothing Store	District Loop Sign A	Install on existing light post	As shown in design intent drawings	17	-107.250278263	33.133216019
	18 Main St at Post Office	District Arrival Sign A	Install on new post in gravel walk area west of post office entrance	Post Office	18	-107.250975029	33.129432982
	19 Main St and Foch St, NE corner	District Loop Sign A	Install on existing light post above pedestrian crossing signs	As shown in design intent drawings	19	-107.252345433	33.129945933
	20 Main St and Foch St, NW corner	District Turn Sign with Right Arrow	Replace existing sign on square post	Library	20	-107.254448879	33.130483338
	21 Main St and Garst St, NE corner	District Loop Sign A	Install on existing light post	Line 1: 254-8338353 (33.130509288)	21	-107.254448879	33.130483338
	22 Main St across the road from Outer Edge Pizza	District Decision Sign	Install on existing light pole before turn	Line 1: More Shops (left arrow), Line 2: Veterans Memorial Park (up arrow), Line 3: Courty Fairgrounds (up arrow)	22	-107.25663883	33.130174427
	23 Median between Main St and Broadway St facing southbound	Monument	Install on gabion structure	As shown in design intent drawings	24	-107.25887601	33.128863255
	24 Widest part of S Broadway St median between E Val Verde Ave and Hyde Ave	City Decision Sign	Install on new post	As shown in design intent drawings	23	-107.259134433	33.128604555
	25 Broadway St and Post St, SW corner	District Loop Sign A	Install on existing light post above pedestrian crossing signs	Rider: 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	39	-107.26643263	33.119119758
	26 South side of Broadway St between Clancy St and Daniels St	District Decision Sign	Install on new post	Line 1: Free Parking (left arrow), Line 2: Restaurants (left arrow)	25	-107.268197	33.128501458
	27 Broadway St and Daniels St, SW corner	District Decision Sign	Install on existing light post above pedestrian crossing signs	Line 1: Healing Waters Plaza (left arrow), Line 2: Pool (right arrow), Line 3: Rotary Park (right arrow), Line 4: (Hiking icon) Healing Waters (right arrow)	26	-107.25649054	33.128470161
	28 Broadway St outside of Ingo's Art Cafe	District Loop Sign A	Install on existing light post	As shown in design intent drawings	27	-107.25578942	33.128474859
	29 Broadway St outside of First Baptist Church	District Loop Sign A	Install on existing light post	As shown in design intent drawings	28	-107.25503485	33.128493767
	30 Median between N Broadway St and S Broadway St, behind and to the left of existing I-25 sign	District Loop Sign B	Install on new post	As shown in design intent drawings	29	-107.252345463	33.128476186
	31 Median between N Broadway St and S Broadway St, behind and to the right of existing I-25 sign	District Loop Sign with Right Arrow	Install on new post	As shown in design intent drawings	30	-107.251107325	33.128623723
	32 Date St and Main St, SW corner	District Loop Sign B	Install on existing light post	Ralph Edwards Park	35	-107.251108303	33.128562432
	33 Main St at southern end of Date St median	District Loop Sign A	Install on new post	As shown in design intent drawings	31	-107.25074233	33.128593326
	34 Daniels St about 2 feet to the left of one-way alley	City Arrival Sign	Install on new post	As shown in design intent drawings	32	-107.250989473	33.128277422
	35 Entrance to parking area for Healing Waters trailhead	City Decision Sign	Install on new post	Public Pool	40	-107.25568664	33.125404984
	36 North side of Country Club Rd, across from Exit 79 on-ramp	City Decision Sign	Install on new post	Healing Waters Trailhead	41	-107.25428653	33.119463559
	37 About 5 feet before left turn into Rotary Park	City Decision Sign with No Top Rider	Install on new post	Rider: 5 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow)	42	-107.255278935	33.157217870
				Line 1: Rotary Park (left arrow), Line 2: (Hiking icon) Healing Waters (up arrow)	43	-107.25524984	33.129362862

Line 1: Library (right arrow), Line 2: Com
Line 1: Library (left arrow), Line 2: Comis
Kenneth Senior Ce
Civic
Libr
Libr

Rider: 7 mins / Main Sign - Line 1: Hot Sp
Rider: 6 mins / Main Sign - Line 1: Hot Sp
Rider: 5 mins / Main Sign - Line 1: Hot Sp
Rider: 4 mins / Main Sign - Line 1: Hot Sp
Schools
Municipal Golf Course
Line 1: Senior Center (right arrow), Line 2
Line 1: Senior Center (left arrow), Line 2:
Line 1: Library (right arrow), Line 2: Com
Line 1: Library (left arrow), Line 2: Emis
Kennedy Senior Center
Civic
Library
Library
Library
As shown in design intent drawings
As shown on design intent drawings
Post Office
As shown on design intent drawings
Library
As shown on design intent drawings
As shown on design intent drawings
As shown on design intent drawings
Rider: 5 mins / Main Sign - Line 1: Hot Sp
As shown on design intent drawings
Line 1: Free Parking (left arrow), Line 2: F
Line 1: Healing Waters Plaza (left arrow)
As shown on design intent drawings
As shown on design intent drawings
As shown on design intent drawings
Ralph Edward's Park
As shown on design intent drawings
As shown on design intent drawings



37 SIGNS

- 5 City Decision Signs
- 4 City Decision Signs with No Top Rider
- 3 City Arrival Signs
- 4 City Turn Signs
- 7 District Loop Sign A – Signs
- 3 District Loop Sign B – Signs
- 3 District Decision Signs
- 2 District Arrival Signs
- 2 District Turn Signs
- 2 Monuments

COMPLETED STEPS

- ☒ Sign Inventory
- ☒ Surveys
- ☒ Steering Committee Meetings
- ☒ Initial Community Meetings
- ☒ Sign Design
- ☒ Ongoing Public Engagement & Transparency
- ☒ Finalize Routes
- ☒ Design Intent Drawings
- ☒ Signage Placement Plan

WHAT'S NEXT?

- ☐ Wayfinding Plan Adoption
- ☐ Fabrication & Installation
- ☐ Ongoing Public Engagement & Transparency



Wayfinding Story Map
bit.ly/TorCStoryMap

Thank You!

Amy Bell + Maren Neldam
+ Daniel Lim
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amy@anthropop.com

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

Becca Eza
[MainStreet Truth or Consequences](#)
director@torcmainstreet.org



nmmainstreet.org



TRUTH OR CONSEQUENCES WAYFINDING PLAN

PUBLISHED 2026

TRUTH OR CONSEQUENCES WAYFINDING PLAN

ACKNOWLEDGEMENTS

The planning process was guided by a Steering Committee made up of elected officials, City staff, local partners, landscape architects, planners, and graphic designers. The Steering Committee included:

Elected Official: Destiny Mitchell, *City Commissioner*

City of Truth or Consequences: Buster Smith, *Streets Manager*; O.J. Hechler, *Community Services Director*

MainStreet Truth or Consequences: Becca Eza, *Executive Director*;
Linda DeMarino, *Board President*

Sierra County Arts Council: Rebecca Speakes

New Mexico MainStreet Revitalization Specialists: Amy Bell, Maren Neldam, and Daniel Lim, *Anthropopolus Design + Planning*; Cam and Julia Wilde, *Leighton Moon*

Thank you to the Truth or Consequences community
for participating in public surveys, open houses, and
City Commission meetings to help guide the wayfinding
system development.



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- Plan Area

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- Public Engagement
- Important Destinations

4. IMPROVED WAYFINDING SYSTEM

- Wayfinding Priorities
- Wayfinding Goals
- Wayfinding Audience
- Wayfinding System Summary
- Visual Brand and Style Design
- Sign Design

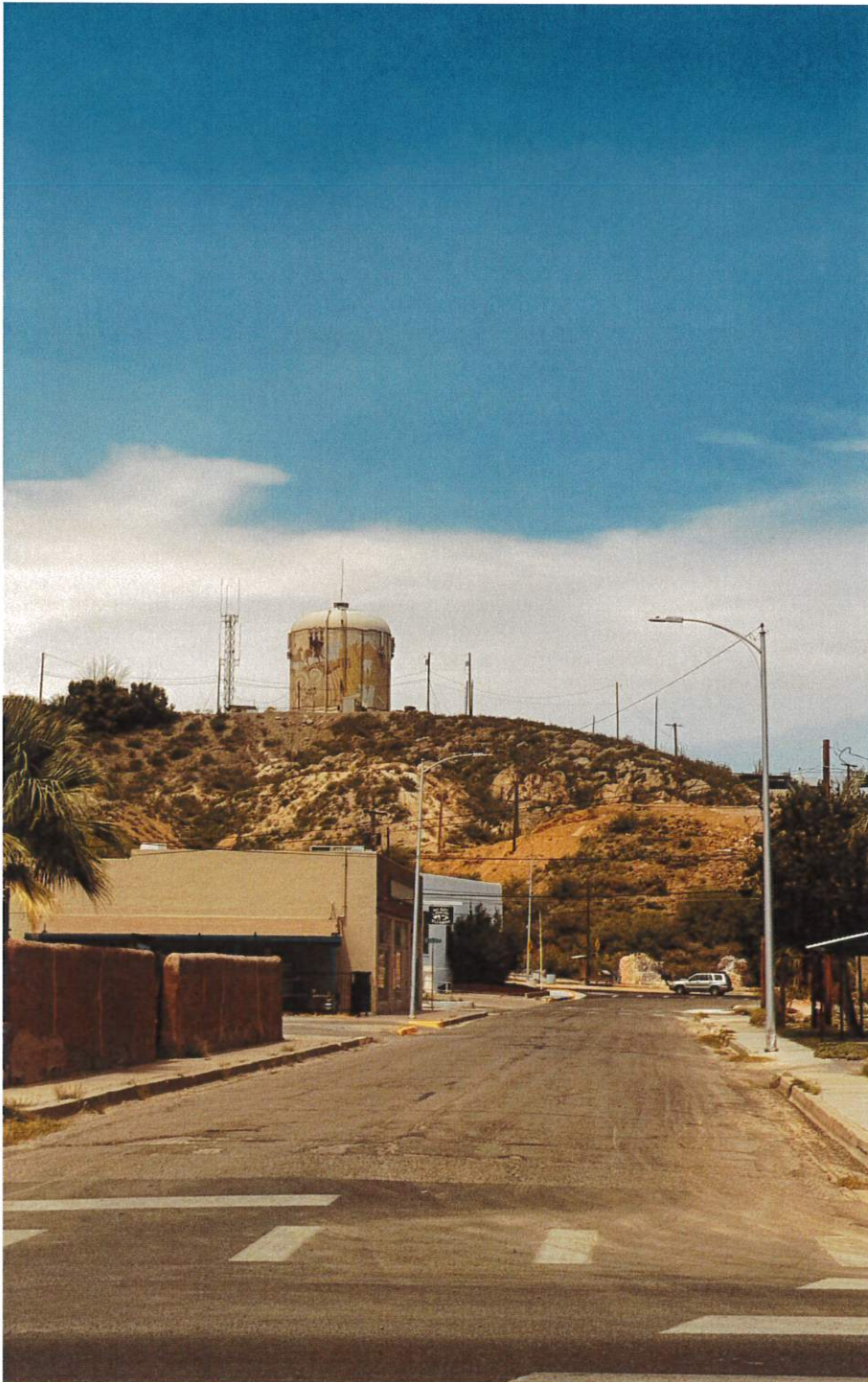
5. IMPLEMENTATION

- Sign Location Plans
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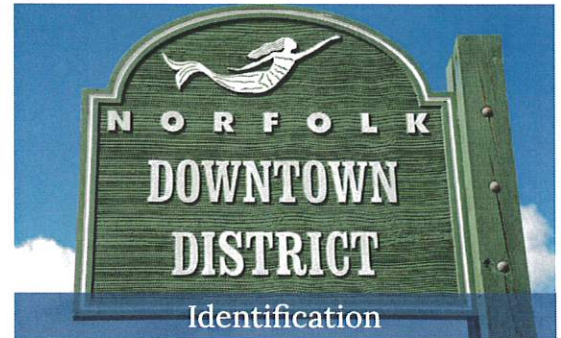
6. APPENDIX

- Design Intent Drawings
- Sign Schedule

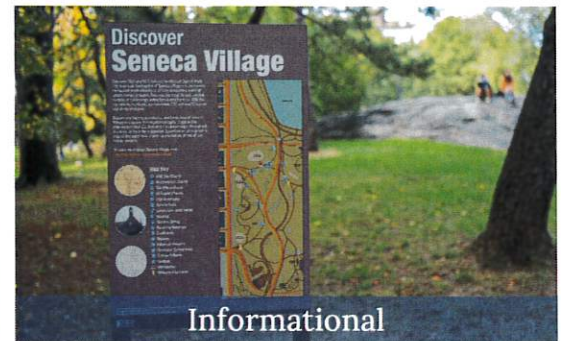
1. INTRODUCTION



Directional



Identification



Informational



Regulatory

About Wayfinding

Wayfinding helps people to navigate from one place to another by providing information through a system of signs, symbols, color-coding, and other environmental cues. A wayfinding system can be customized for a community to reflect its unique local identity and create a cohesive sense of place. A successful wayfinding system makes connections between key destinations, encourages walking and biking, and is simple, predictable, and inclusive.

Wayfinding Sign Types

There are four main types of wayfinding signage:

Directional — supports navigation, guiding people to different destinations, and often features arrows to show the correct path. (*Example: Library to the left, Park to the right*)

Identification — confirms a person is heading in the right direction or has arrived at their intended destination. (*Example: sign with destination distances, landmark/destination sign*)

Informational — provides general information on navigation, locations, public amenities, and essential facilities (*Example: Downtown map, Public Restrooms*)

Regulatory — dictates the rules and safety standards (*Example: One Way, Pedestrians Only, No Parking*)

2. PROJECT BACKGROUND

History & Context

This plan provides a vision and strategy for creating cohesive vehicular and pedestrian signage across the City of Truth or Consequences (TorC) to guide residents and travelers to key public destinations. A wayfinding plan was initially recommended in the Truth or Consequences Downtown Master Plan in 2014. The City of TorC has also already undertaken significant effort in rebranding; this project is key to making the most out of that previous investment. Funding for this plan comes from technical assistance through New Mexico MainStreet.

TorC has many unique and engaging resources and destinations, and this plan will better connect residents and visitors to everything the City has to offer. The Wayfinding Plan will establish universal and cohesive design standards for wayfinding while celebrating the City's rich history and identity.

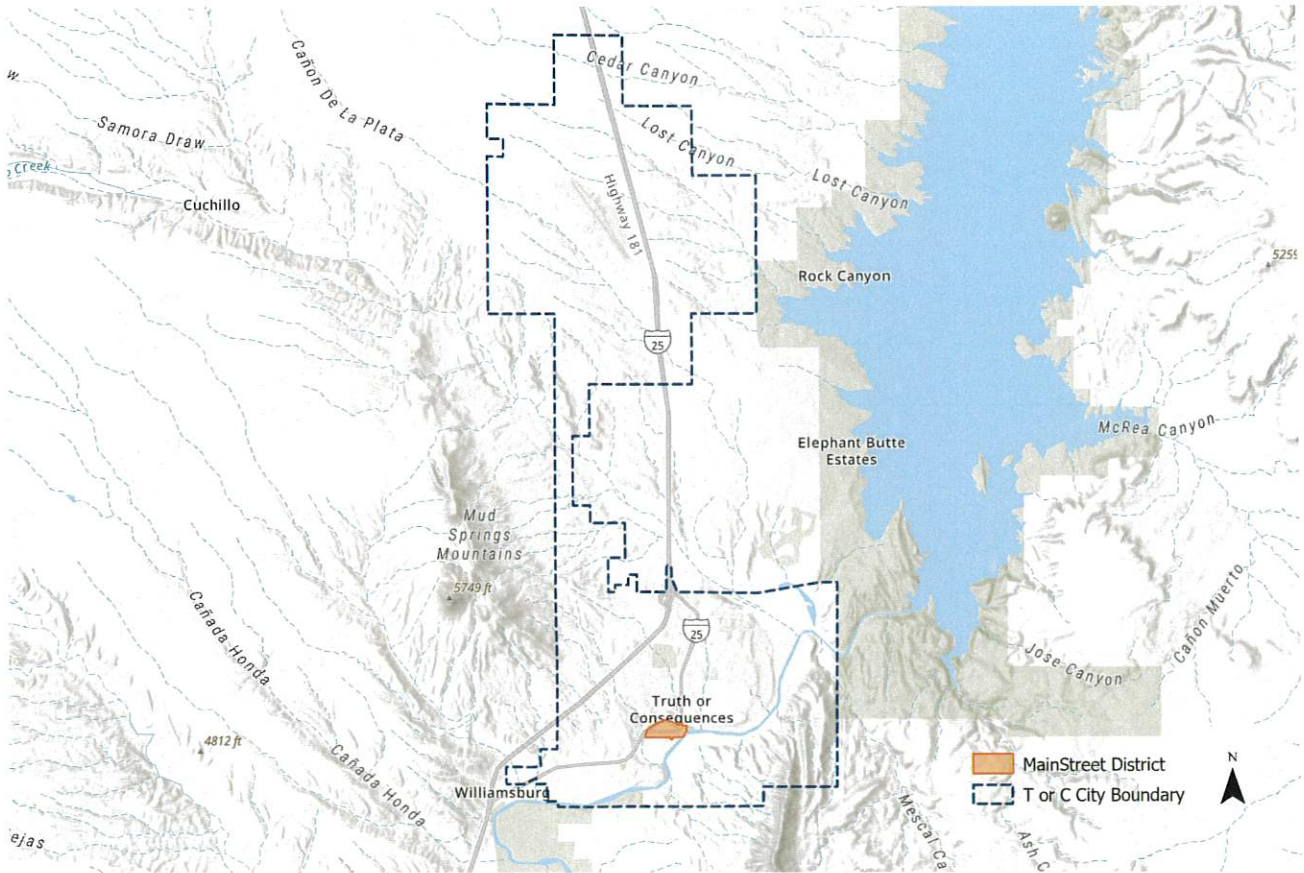
Project Sequence

The project began in the fall of 2024 after MainStreet Truth or Consequences requested technical assistance through New Mexico MainStreet (NMMS). Revitalization Specialists Anthropopolus and Leighton Moon were contracted through NMMS to assist with planning and graphic design for a citywide wayfinding system. The project team met regularly on Zoom and during in-person site visits to conduct an existing conditions study, facilitate Steering Committee meetings, present at City Commission meetings, and engage with the public.

The existing conditions study and preliminary outreach helped to identify the goals for the wayfinding system, identify key destinations and priority routes, and document an inventory of existing signage. From there, the project team identified proposed sign locations and developed three sign design options which were presented to the public and City Commission. Feedback was integrated into the final sign designs and supported the development of a phased implementation plan, prioritizing signs in the most important locations first. This plan documents this process and a plan for implementation.

Plan Area

This wayfinding plan provides guidance for a wayfinding system for the entire City of TorC and provides two “sign families”, one for the TorC Historic Hot Springs district, and one for the rest of the City.



3. PLANNING APPROACH

Existing Sign Inventory

The existing sign inventory was conducted using online mapping and verification in the field. The type of signs inventoried included directional, identification, informational, and gateway signs. Regulatory signs and privately-owned signs were not inventoried. The majority of existing signs were installed by the NM Department of Transportation or by the City of TorC. The sign inventory used the mobile GIS Field Maps app to record the location of each existing sign and document additional details such as sign content, signpost type, and sign condition. The project team traveled between various key destinations and evaluated the effectiveness of the existing signs in directing vehicles and pedestrians around the City.





Existing Sign Challenges & Issues

The current sign and wayfinding landscape within Truth or Consequences presents several challenges and potential confusion for visitors and community members.

Overall Navigation and Connectivity Issues

Existing wayfinding signs direct drivers to specific destinations such as the hospital, but don't operate as a cohesive wayfinding system. The signs don't provide an overall sense of the types of destinations available in TorC and are insufficient to guide traffic from the freeway to the downtown Historic Hot Springs district, limiting visitor exploration.

Lack of Consistency

There are multiple different/conflicting styles of wayfinding signage throughout the City, including many different sign formats, sign sizes, color palettes, and signposts. The lack of consistency limits familiarity and predictability, requiring visitors to constantly re-evaluate the signage clues. This creates confusion and limits a cohesive sense of place.

Lack of Distinctive Placemaking

Existing signage lacks cohesive branding and doesn't reflect the design elements unique to the City of TorC. Many of the current identification and monument signs feature jumbled iconography, colors, styles, and don't use the established TorC logo which represents very important pillars of the community and the lifestyle of its residents. The current state of signage and the lack of a placemaking-minded system misses out on the opportunity to symbolically represent TorC and the Historic Hot Springs District.

Legibility Problems

Many existing signs are showing age and overall wear including significant sun damage that is impeding legibility. Several of the existing wayfinding signs include long lists of destinations, small font size, and lack optimal legibility for vehicular traffic.

Public Engagement

Truth or Consequences residents were engaged through two online surveys, three public meetings, and two City Commission presentations. Information was also shared with the public on the TorC Wayfinding website (bit.ly/TorCStoryMap) which was updated regularly.

Community and Commission Meetings:

November 19th, 2024: Community Meeting #1

December 18th, 2024: City Commission Presentation #1

April 14th, 2024: Community Meeting #2

August 12th, 2025: Community Meeting #3

August 13th, 2025: City Commission Presentation #2

December 9th, 2025: Community Meeting #4

Public Survey:

There were two public surveys conducted for the TorC Wayfinding plan. The survey links were shared on the project website, on the TorC MainStreet website and social media accounts, and through various email lists.

Public Survey #1: October 1–November 31, 2024

The survey contained 8 questions to help guide the key destinations and sign design. A total of 72 responses were received.

Public Survey #2: March 20–April 30, 2025

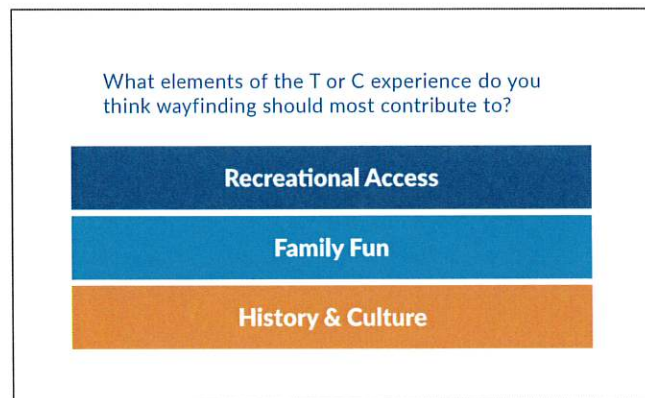
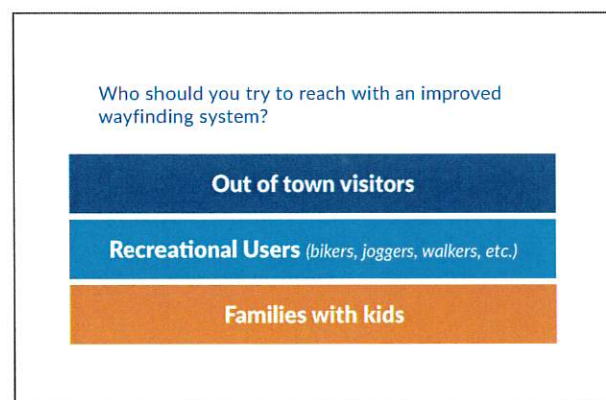
The survey contained 7 questions to help identify which of the design options best represents the TorC brand and is most effective at rapidly communicating information. A total of 71 responses were received.

Community Input Summary:

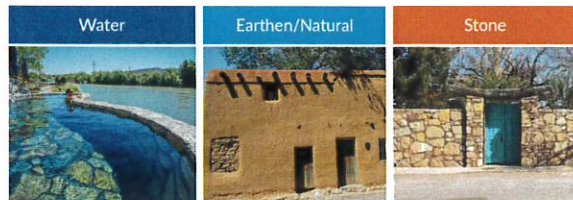
Survey input as well as input from the first open house meeting helped to identify key destinations, goals for community wayfinding, and how the Wayfinding project will fit into the TorC of today. Based on community input and the Manual on Uniform Traffic Control Devices (MUTCD) requirements for wayfinding design, three design options were

developed and presented in the 2nd Community Survey and 2nd Open House. Community input from the 2nd survey and open house helped to refine the wayfinding sign design.

The following graphics summarize the community input that informed this plan:



What is T or C made of? What materials are beloved and meaningful to the community?



If the wayfinding system was a chair, what kind of chair would it be?



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



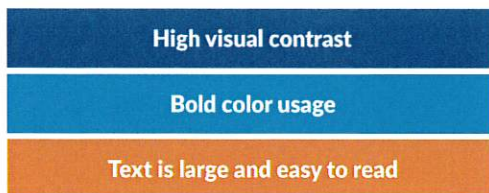
Successful wayfinding signage should be simple, clear, and effective at rapidly communicating information.

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

OPTION B - 80%



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



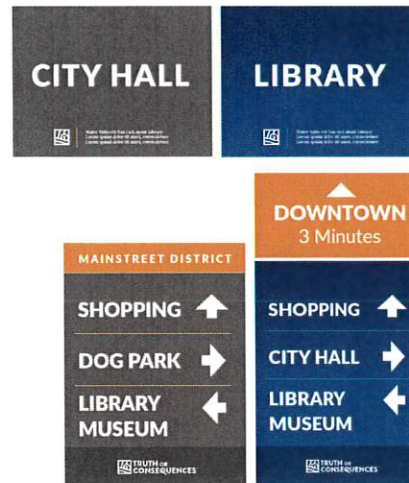
Additional Survey Input:

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

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

OPTION B - 58%

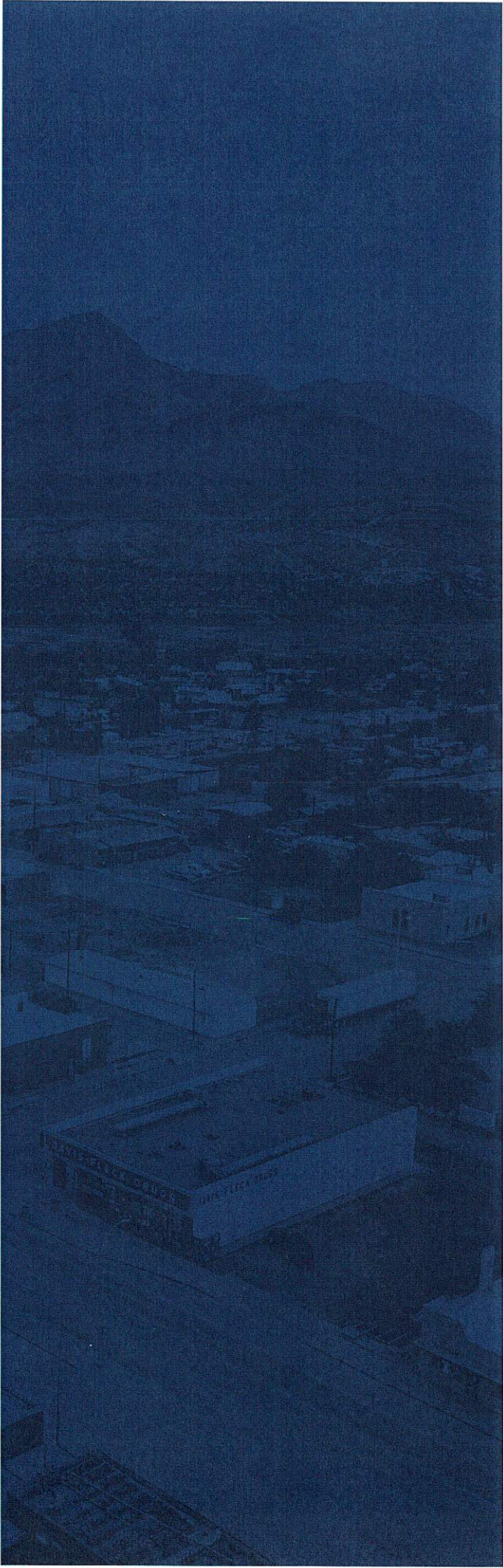
OPTION A - 38%



OPTION B - 58%



OPTION A - 38%



Important Destinations

Initial destinations in the City of TorC were identified by the Steering Committee and based on findings from the existing signage inventory. Priority destinations and routes were refined based on results from the public survey and input from community meetings. Over 20 key destinations were identified in the City of TorC.

Destinations:

Museums and Visitor Centers

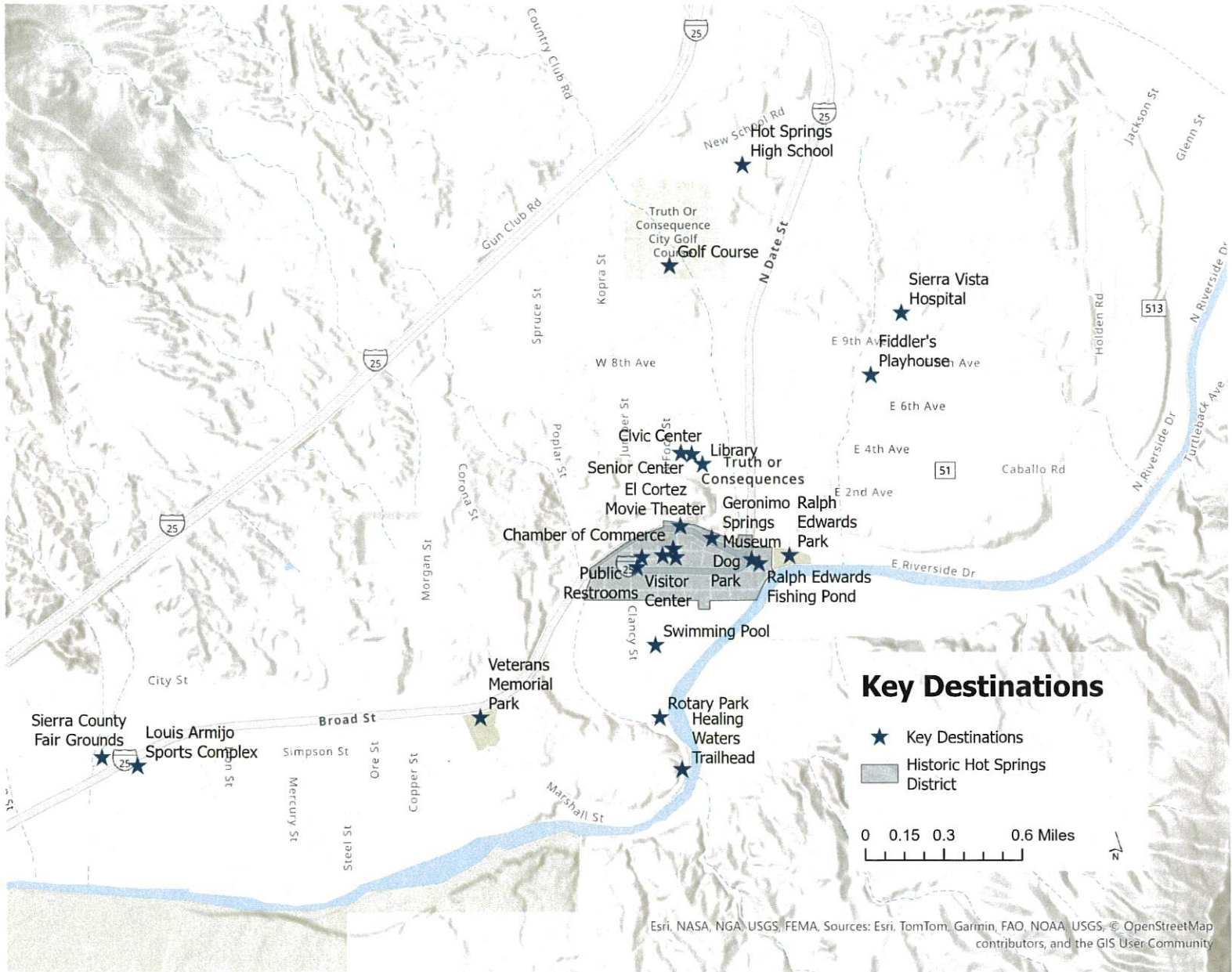
- Geronimo Springs Museum
- Geronimo Trail National Scenic Byway Visitor Center

Recreation and Entertainment

- Historic Hot Springs District
- Healing Waters Plaza
- Ralph Edwards Park
- Ralph Edwards Fishing Pond
- Dog Park
- Swimming Pool
- Rotary Park
- Municipal Golf Course
- Louis Armijo Sports Complex
- Healing Waters Trailhead
- Sierra County Fair Grounds

Civic/Institutional

- Truth or Consequences Civic Center
- Senior Center
- Public Library
- Chamber of Commerce
- Truth or Consequences Elementary School
- Sierra Vista Hospital
- City Pool
- Veteran's Memorial Park



Truth or Consequences Wayfinding Key Destinations Map

4. IMPROVED WAYFINDING SYSTEM

“ ... well-designed signage and environmental graphic programs not only fulfill their communication function of informing, directing, and identifying but also serve to enhance the aesthetic and psychological qualities of an environment.”

– Chris Calori, *Signage and Wayfinding Design*

Wayfinding Priorities

The new wayfinding system aims to connect people to places through the use of signage and other environmental cues that are cohesive, intuitive, and that celebrate local identity. Together, the signs work to orient, educate, and inspire—anchoring people in the landscape and identity of Truth or Consequences while making navigation simple and welcoming.

Cohesive and Predictable

Recognizable and easily understood signage is created through consistent design, which should extend to all aspects of the wayfinding system (sign materials, dimensions, colors, etc.) The TorC wayfinding system will use consistent and predictable sign design to boost users' confidence when navigating through the community.

Celebrate Local Identity

Branded wayfinding celebrates a location's unique identity through the use of color, materials, and local art. The TorC wayfinding system focuses on supporting placemaking, using the TorC brand to provide additional opportunities to symbolically represent the Truth or Consequences community and the MainStreet District.

Intuitive and Easy to Navigate

An intuitive wayfinding system should be clear, simple, legible, and located in the right place. TorC wayfinding signage will include the use of large fonts and bold text styles, color contrast and visual hierarchy, and symbols or icons. The signs will be placed along important vehicular and pedestrian corridors, at important intersections, and at destinations to support navigation, decision-making, and confirmation of arrival.

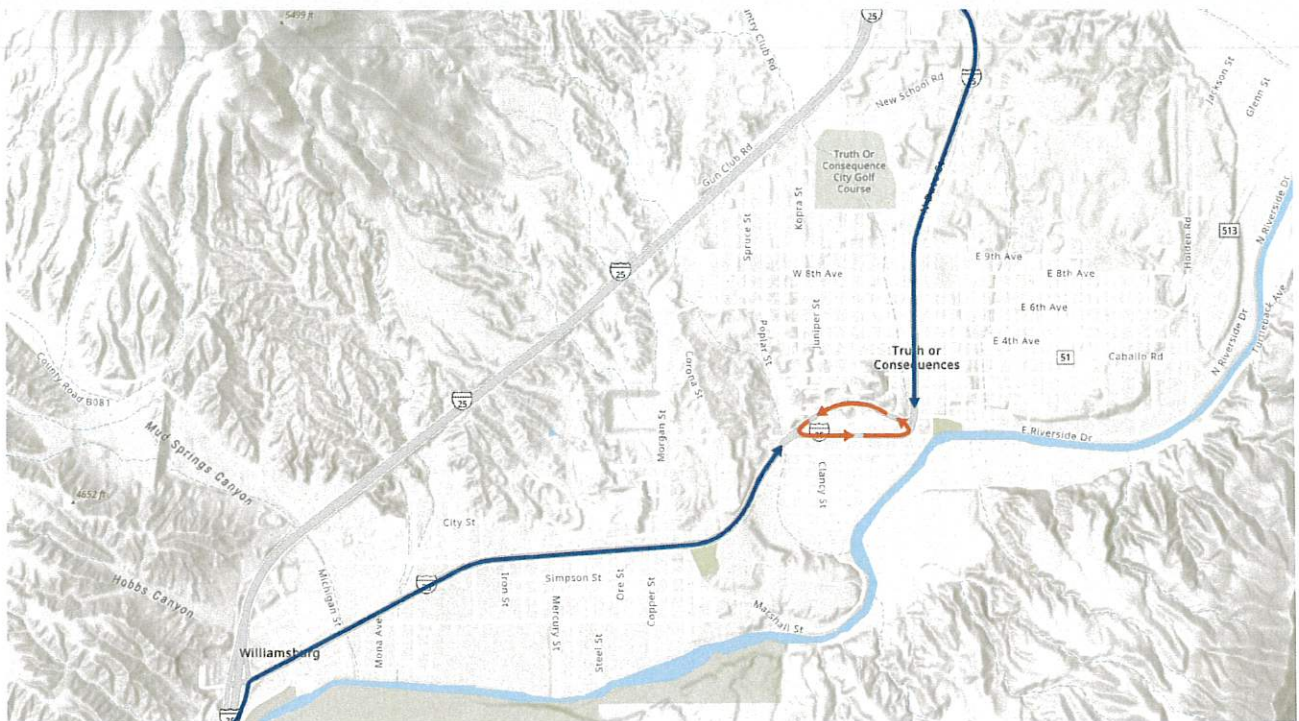
Wayfinding Goals

Encourage Downtown Exploration

The TorC Wayfinding system is designed to encourage exploration. Once cars get off the highway, directional signage directs drivers to continue the short distance to the Historic Hot Springs District. Once in the District, signage directs drivers to the location of parking, encouraging exploration on foot.

Highlight Key Civic Destinations

The TorC Wayfinding system will highlight key civic destinations such as the Civic Center and Public Library making it easier for residents and visitors to access government services and public facilities, strengthening a sense of community.



Wayfinding Audience

The wayfinding system is designed to support navigation to key destinations around Truth or Consequences by out-of-town visitors, recreational users (bikers, joggers, walkers, etc.), and families with kids. While many wayfinding systems are intended to support first-time visitors who need guidance to navigate the city and discover its attractions, in TorC, the community stressed the importance of also providing support to new and unfamiliar residents to reach key civic destinations such as the senior center or the public pool. The wayfinding system was designed to balance these different wayfinding priorities.

Wayfinding System Summary

The TorC Wayfinding System includes gateway, directional, identification, and informational signage designed to encourage travel from both I-25 offramps into and around the heart of TorC.

Directional:

- **Decision** – Signs located at an intersection or other location where route options need to be clarified
- **Turn** – Signs that indicate the route to a particular destination changes direction, typically placed just before the intersection where the route turns to the left or the right.

Identification:

- **Gateway** – Gateway signs mark the entrance to a community or district
- **Confirmation** – A sign that confirms a person is heading in the right direction, often indicated by a destination name and a straight arrow.
- **Arrival** – A sign that indicates that a person has arrived at their intended destination.

Informational:

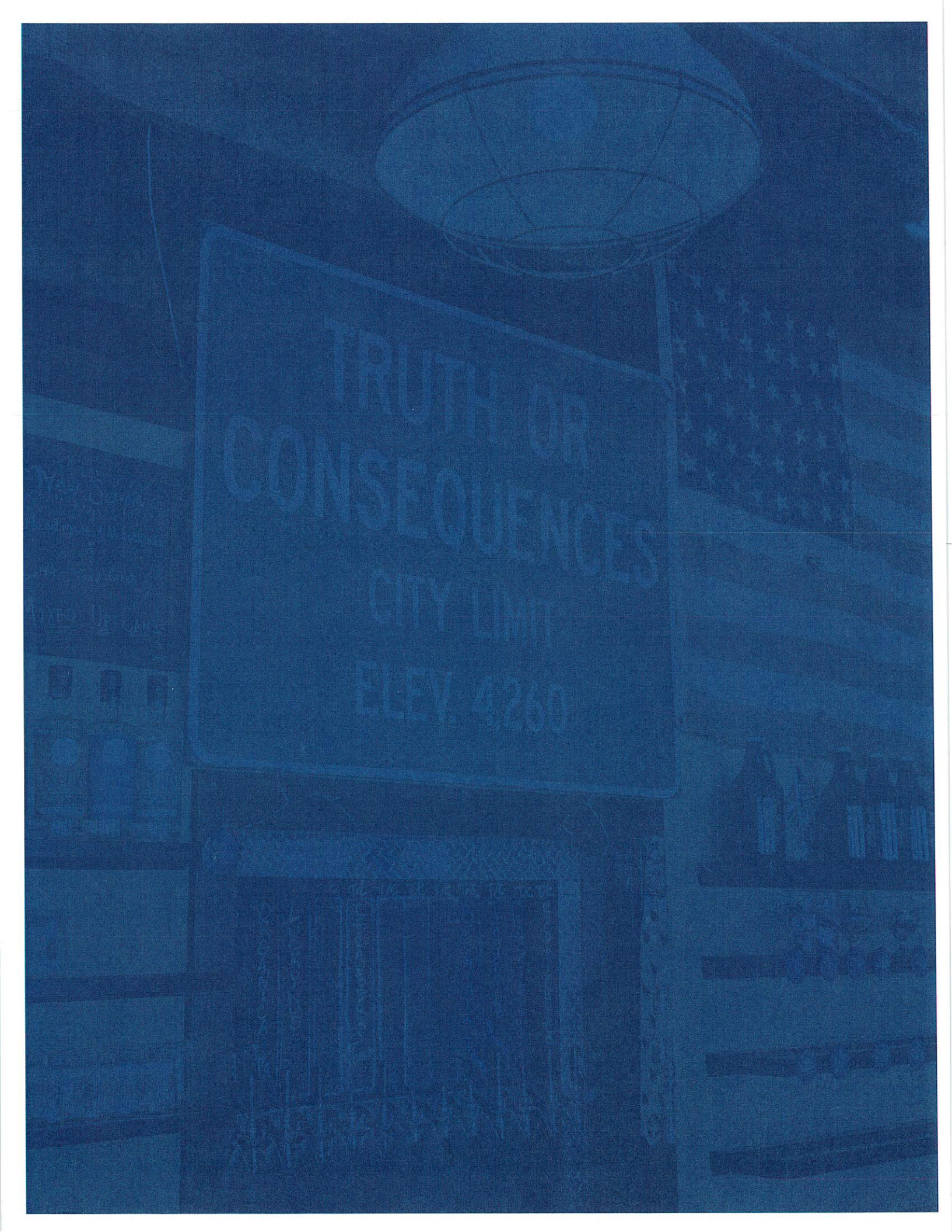
- **Maps** – Maps located in key areas help provide a visual overview of an area that enables pedestrians to plan a route to their chosen destination. (Example: *Healing Waters Trail Maps*)
- **Facility & Amenity Signs** – These signs provide an overview of the types of facilities and amenities available in an area. (Example: *Public restrooms*)
- **Interpretive Signage** – Interpretive signs tell a story, providing information about the unique history, culture, and ecology of a place. (Example: *Hot Springs Historic District interpretive signage*)

Exploratory:

- **Pavement markings** – paint or stamps on sidewalk that indicate a specific area
- **Murals** – murals can help serve as landmarks, creating a unique visual cue that a person has arrived



Examples of potential pavement markings for exploratory wayfinding



TRUTH OR
CONSEQUENCES
CITY LIMIT
ELEV. 4260

Visual Brand/Style Design

In 2020–2021, an extensive Truth or Consequences visual branding project took place which resulted in the current City of Truth or Consequences visual branding.

The Process:

Once information from city stakeholders and the New Mexico MainStreet Revitalization Specialist in Promotion were gathered, the Leighton Moon team (Lm.) met with the appointed community and professional team to learn more about the residents, amenities, and future goals of Truth or Consequences and what they felt was important to market to travelers. From there, Lm. developed a digital moodboard based on previous discussions to spark conversation (and provide visual insight) on what looks and feels like Truth or Consequences.

What It Means:

The Truth or Consequences brand identity draws inspiration from the town's rich blend of cultures, natural elements, and unique rhythm of life. The primary graphic element—featuring overlapping, abstracted forms—represents the fusion of rancher grit and artist spirit, a community grounded in both hard work and creative energy. This duality is essential to the character of TorC, where tradition meets transformation.

The movement within the logo reflects the natural forces that have shaped this place: the flow of wind across the desert, the ripple of water from the iconic hot

springs, and the sense of rejuvenation that defines the town's healing heritage. These waves and curves are not just decorative, they symbolize the journey of wellness that draws visitors to TorC year after year.

Color plays a central role in expressing this story. The warm color palette—Desert Rose, Oasis Orange, and Fresh Brew—evokes the golden-hour glow of the New Mexico landscape and the warmth of community. In contrast, the cool palette—Spa Blue, Medicinal Blue, and Space Blue—represents the serene, soothing experience of the town's natural springs and the quiet magic of its desert nights. The grounding neutrals—Espresso, Charcoal, and TorC Black—provide visual balance while nodding to the earthy tones of the surrounding terrain.

Together, these elements highlight the contrast and coexistence that make TorC special: rural yet vibrant, historic yet progressive, tranquil yet surprising. The identity system supports a wayfinding experience that helps visitors feel not only oriented but also connected—anchored in a place where nature, wellness, and creativity converge.

**TRUTH OR
CONSEQUENCES**
NEW MEXICO

Desert Rose

Oasis Orange

Fresh Brew

Spa Blue

Medicinal Blue

Space Blue

Espresso

Charcoal

TorC Black

LATO

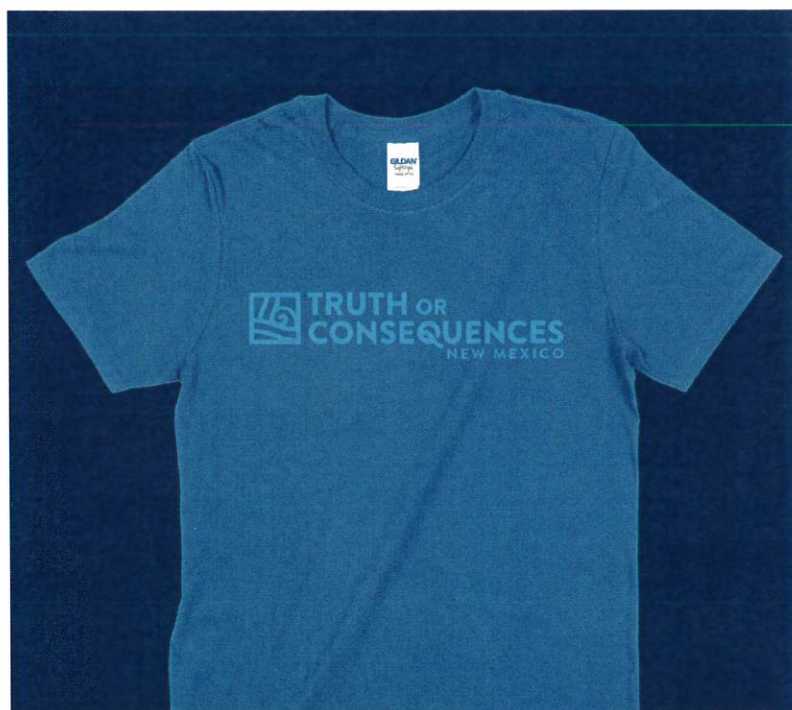
LORA

Brand Essence Statement:

Truth or Consequences is an eclectic hot springs town. A hidden gem—a cultural melting pot—where we blend the serene pace and community-forward values of small town life with big city vibes. Located directly off of a major interstate, Truth or Consequences is surrounded by indescribable natural beauty. Tucked against the backdrop of Turtleback Mountain, hugged by the winding Rio Grande, and nestled between two of New Mexico's largest lakes, Truth or Consequences sits atop a hot springs aquifer rooted in historic healing.

Our world-class, odorless hot springs offer a ph-balanced blend of mineral rich healing waters. Accessible with spas and lodging to fit a wide range of styles, personalities, and budgets for residents and visitors alike, our historic hot springs district continues to be a place where people come to rejuvenate. Medicinal waters are not the only thing bubbling in this frontier of wellness and culture. Experience everything from ancient artifacts to the cutting edge technology of Spaceport America - all in one day. Discover backcountry adventures and then relax in incomparable spas. Truth or Consequences is an arts-forward locale bursting with creativity from both emerging and well-known resident artists and musicians. Fusing together the pastoral and innovational, Truth or Consequences is a place where ranchers/cowboys and artists come together to enjoy a meal at one of the many distinctive restaurants or a pint at our award-winning brewery.

Slow down and soak in all that Truth or Consequences has to offer. Experience a place that encourages you to be yourself. You may end up discovering why so many visitors never leave.



Sign Design

The wayfinding signage system is intentionally designed in the established visual brand language of the City of Truth or Consequences. By aligning with the city's broader identity system, the signs reinforce brand recognition, civic trust, and a unified sense of place throughout the visitor journey.

Each sign integrates subtle background graphics directly utilizing the Truth or Consequences logomark. This choice gives subtle visual texture while remaining understated to maintain optimal legibility and keep navigation clear and intuitive.

Arrival signs are designed to do more than direct—they help tell the story of Truth or Consequences. A dedicated area of the signs provide space for short local facts or stories, tapping into the rich well of community oral history. These can be sourced from local historians, writers, or long-time residents, offering a personal connection to place.

In addition, there's room within the system for artistic expression. Local artists may contribute custom decorative enhancements to designated signs—either through surface treatments, sculptural toppers, or color accents—bringing localized flavor without compromising the wayfinding system's core functionality.

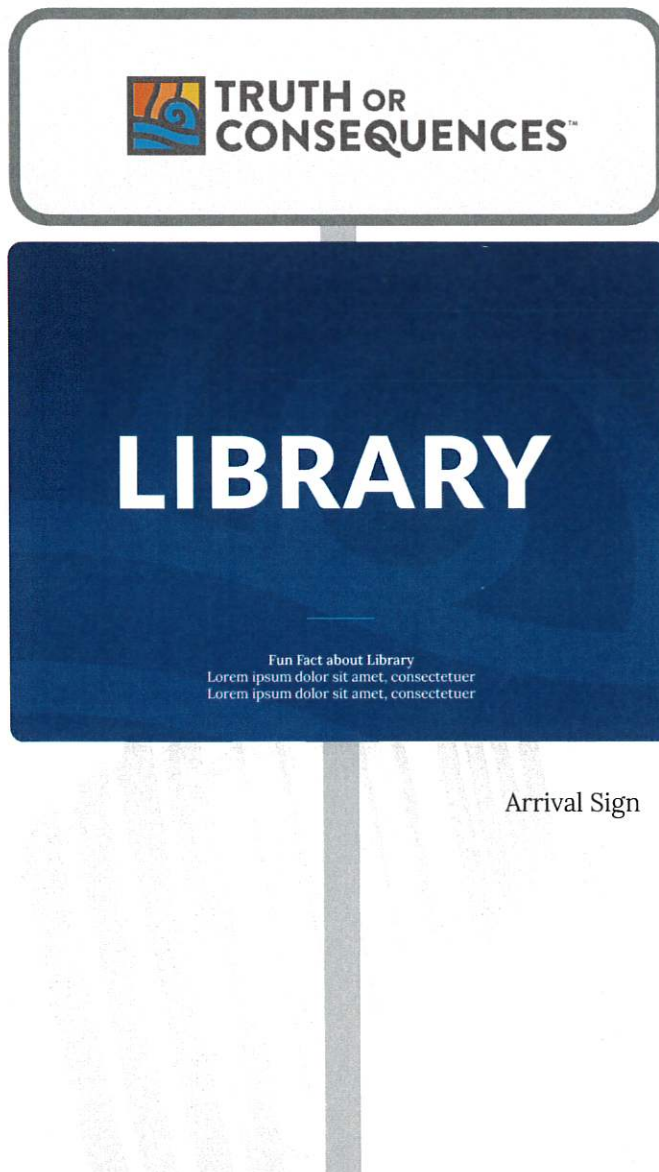
Sign Families

The system is designed as flexible families of signs, with thoughtful variations that respond to context. There are two sign families, one for the broader TorC community, and another for the Historic Hot Springs District. Within the Historic Hot Springs district, for example, signage color shifts to a distinctive palette to subtly communicate that visitors have entered a unique and concentrated zone—a “place within a place.” This design choice supports orientation while also expressing the layered identity of TorC as both a tranquil small town and a vibrant creative hub.

TorC City Signage

The primary TorC sign family is designed to orient visitors who have just exited the highway as well as unfamiliar residents to find civic destinations such as the public library. These signs are primarily designed to orient drivers and will be located primarily along N. Date St. and S. Broadway St. and at key destinations throughout the community.

Consistently using Space Blue, Medicinal Blue, and Spa Blue from the color palette for these signs is representative of the open skies and healing waters. The Oasis orange riders signal the short distance to the downtown district where local businesses and galleries can be found.



Arrival Sign



Turn Sign



DOWNTOWN
3 Minutes

SHOPPING 

CITY HALL 

LIBRARY 
MUSEUM

 **TRUTH OR
CONSEQUENCES™**

Decision Sign
with Downtown Driving Time Rider



Loop Sign



Arrival Sign
with Artistic
Add-On Rider (no
artwork)



Decision Sign

Historic Hot Springs District Signage

Within the downtown, signs change to highlight MainStreet Truth or Consequences as a vibrant destination within Truth or Consequences. The signs also communicate that this area is the historic Hot Springs district. The design emphasizes the local loop—a one-way

route lined with shops, dining, and art galleries—helping visitors understand that there's more to discover just around the corner. Directional cues and iconography guide foot traffic while reinforcing the area's identity as both a historic and creative core of the city.



Turn Sign



Loop Sign



Monument Sign

Artistic Add-Ons

Artistic Add-Ons allow local artists to enhance wayfinding signs with creative elements like riders, printed back panels, or sculptural toppers. These additions bring community character and artistic expression into the public realm.

Strongly supported in the community survey, this program celebrates the voices of TorC's creative community while keeping signage functional and on-brand. Potentially managed

by MainStreet Truth or Consequences with technical support from New Mexico MainStreet, the program would include artist guidelines, specs, and a selection process to ensure quality and cohesion.



Rider (when no artwork is on display)



Sign Back Print w. example artwork



Rider w. example artwork



Sculptural Slip w. example artwork

5. IMPLEMENTATION

After the approval of the Truth or Consequences Wayfinding Plan by City Commission, signs to be fabricated will be detailed with Design Intent Drawings. These will go to the sign manufacturer who create shop drawings, which are approved by designers before fabrication. Once signs are approved and fabricated, they will be delivered to and installed by a City-approved contractor at designated locations, according to the Sign Removal & Replacement Plan.

Sign Location Plans

5 City Decision Signs

4 City Decision Signs with No Top Rider

3 City Arrival Signs

4 City Turn Signs

7 District Loop Sign A – Signs

3 District Loop Sign B – Signs

3 District Decision Signs

2 District Arrival Signs

2 District Turn Signs

2 Monuments

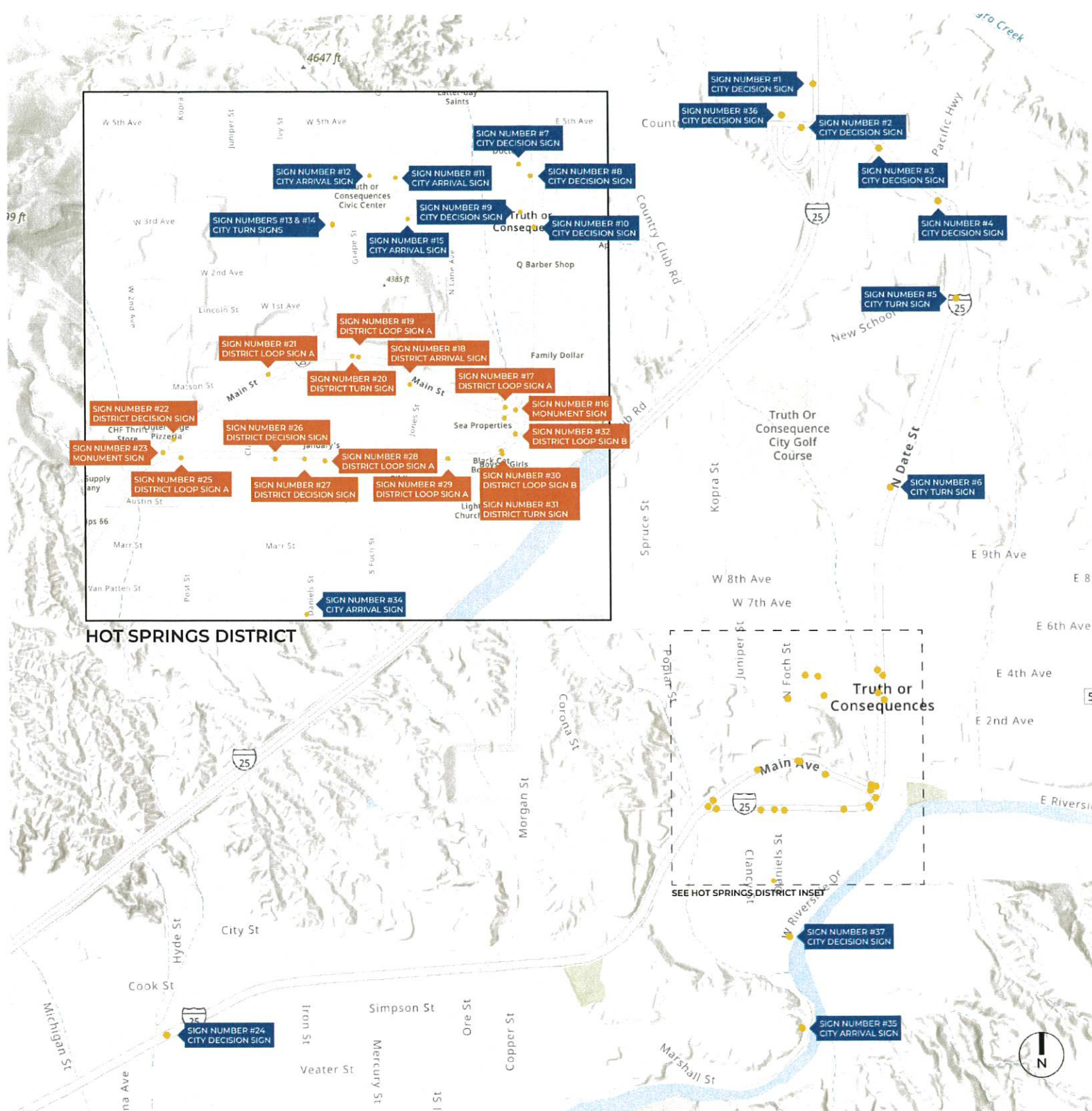
37 Total Proposed Signs

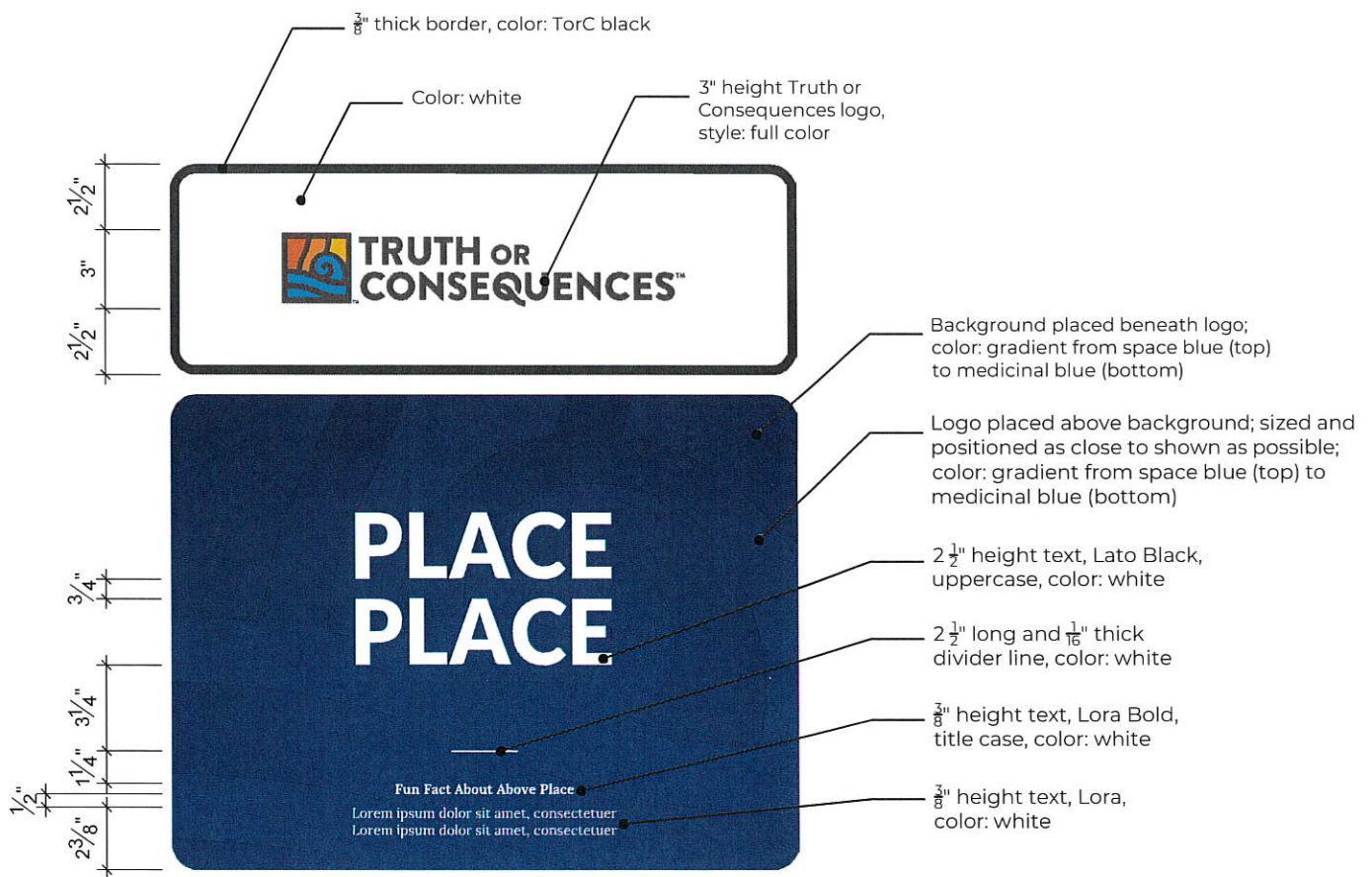
Phasing/Prioritization

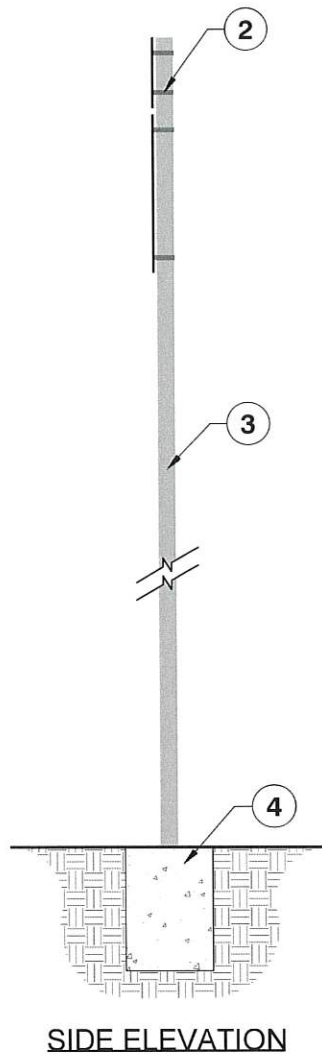
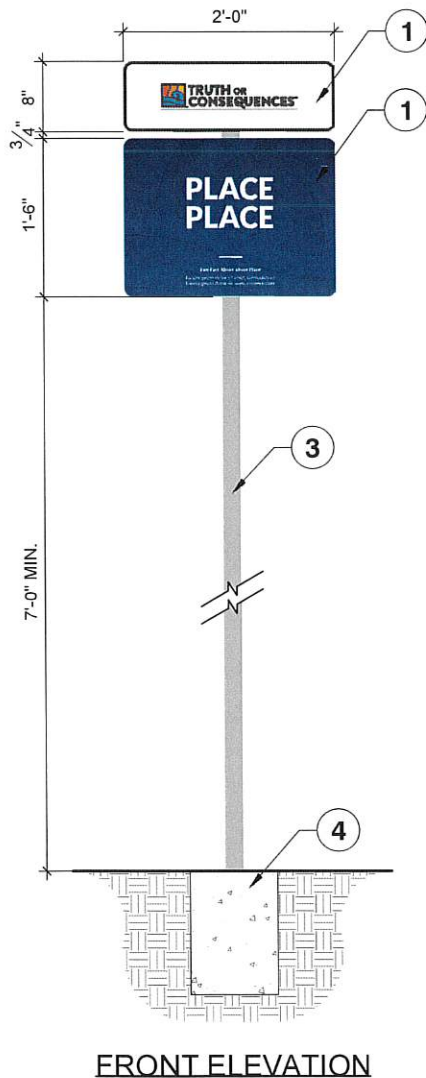
Priority 1 – Directional & Confirmation Signage: Signage that directs vehicles from the freeway to the Historic Hot Springs District and other key destinations

Priority 2 – Arrival Signage

Priority 3 – Gateway & Monument Signage







- ① **PANEL**
 MATERIAL: 1/4" thick anodized aluminum
 FABRICATION PROCESS: Router-cut
 EDGES: Routed; finished smooth
 GRAPHICS: Screen-printed
 COATING: Anti-graffiti; UV protection
 MOUNTING: Bolted to square tube post or bracketed to light pole

- ② **MOUNTING HARDWARE**
 If mounting on new or existing square tube post, use tamper-proof bolts. Bolt through square with carriage bolt.

FINISH: Bolt tops to be painted color of sign or match finish
 MATERIAL: Anodized aluminum
 EDGES: Bolt, washer, nut

If mounting on existing light pole, use sign mounting brackets, 4" to 12" round, strap-on, stainless steel, unfinished, silver. Use tamper-proof bolts. Field verify pole diameter.

- ③ **POST**
 Field verify if there is existing post or light pole. For all new posts:
 SIZE: 2" x 2" square tube with welded cap
 MATERIAL: Anodized aluminum
 EDGES: Bolt, washer, nut

- ④ **POST FOOTING**
 Footings shall be sized to meet local design standards.

NOTES

Details illustrate possible mounting and/or mounting hardware details and are for reference only. All hardware to be sized by fabricator. Shop drawing submittals shall detail the actual hardware and connections. All connections must be designed for all applicable loads. Shop drawings shall not compromise the visual appearance of the sign shown.

Sign Schedule

Sign Number	Location Description	Sign Type	Post/Mount	Content	OBJECTID	Latitude	Longitude
1	West side of I-25 South about 50 feet before Exit 79	City Decision Sign	Install on new post	Rider: 7 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow)	36	-107.253601	33.15878608
2	Exit 79 off-ramp before overpass above I-25	City Decision Sign	Install on existing light post	Rider: 6 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	37	-107.2542018	33.15694571
3	I-25 near Holiday Inn Express	City Decision Sign	Install on existing light post	Rider: 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	6	-107.2503474	33.15608879
4	I-25 near Walmart	City Decision Sign	Install on existing light post	Rider: 4 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	7	-107.2473573	33.15386617
5	Median on New School Rd north of Shell gas station	City Turn Sign with Right Arrow	Replace existing sign on post in median	Schools	33	-107.2464769	33.14981255
6	Date St and Marie St, NW corner	City Turn Sign with Right Arrow	Remove existing sign and install new sign on nearby light post	Municipal Golf Course	9	-107.2499095	33.14192516
7	Date St and 4th Ave, NW corner	City Decision Sign with No Top Rider	Replace existing signs on light post	Line 1: Senior Center (right arrow), Line 2: Civic Center (right arrow), Line 3: NM Public Health (left arrow)	10	-107.2506226	33.13429172
8	Date St and 4th Ave, SE corner	City Decision Sign with No Top Rider	Replace existing signs on light post	Line 1: Senior Center (left arrow), Line 2: Civic Center (left arrow), Line 3: NM Public Health (right arrow)	12	-107.2503478	33.13406319
9	Date St and 3rd Ave, NW corner	City Decision Sign with No Top Rider	Install new sign on existing light post	Line 1: Library (right arrow), Line 2: Comission Chambers (right arrow)	11	-107.2505896	33.13334955
10	Date St and 3rd Ave, SE corner	City Decision Sign with No Top Rider	Install new sign on existing light post	Line 1: Library (left arrow), Line 2: Comission Chambers (left arrow)	34	-107.2502783	33.13304859
11	4th Ave and Grape St	City Arrival Sign	Install on new post on lawn on east side of senior center entrance perpendicular to road	Kenneth W. James Senior Center	13	-107.2535752	33.13402546
12	4th Ave and Grape St	City Arrival Sign	Install on new post on lawn on east side of civic center entrance perpendicular to road	Civic Center	14	-107.2542015	33.13406765
13	Foch St and 3rd Ave, SE corner	City Turn Sign with Left Arrow	Replace existing north-facing sign on post	Library	15	-107.2550947	33.13311888
14	Foch St and 3rd Ave, SE corner	City Turn Sign with Right Arrow	Replace existing south-facing sign on post	Library	38	-107.2550949	33.13309683
15	3rd Ave and Library Lane, NE corner	City Arrival Sign	Install on new post	Library	16	-107.2532847	33.13321662
16	Date St median facing north	Monument	Install on gabion structure	As shown in design intent drawings	17	-107.2507285	33.12943944
17	Date St near Serenity Clothing Store	District Loop Sign A	Install on existing light post	As shown on design intent drawings	18	-107.2509751	33.12949228
18	Main St at Post Office	District Arrival Sign	Install on new post in gravel mulch area west of post office entrance	Post Office	19	-107.2532454	33.12994593
19	Main St and Foch St, NE corner	District Loop Sign A	Install on existing light post above pedestrian crossing signs	As shown on design intent drawings	20	-107.2544888	33.13048634
20	Main St and Foch St, NW corner	District Turn Sign with Right Arrow	Replace existing sign on square post	Library	21	-107.2546339	33.13050088
21	Main St and Garst St, NE corner	District Loop Sign A	Install on existing light post	As shown on design intent drawings	22	-107.2566388	33.13014427
22	Main St across the road from Outer Edge Pizza	Distrcet Decision Sign	Install on existing light pole before turn	Line 1: More Shops (left arrow), Line 2: Veterans Memorial Park (up arrow), Line 3: County Fairgrounds (up arrow)	24	-107.258876	33.12886326

Sign Number	Location Description	Sign Type	Post/Mount	Content	OBJECTID	Latitude	Longitude
23	Median between Main St and Broadway St facing southwest	Monument	Install on gabion structure	As shown on design intent drawings	23	-107.2591345	33.12860456
24	Widest part of S Broadway St median between E Val Verde Ave and Hyde Ave	City Decision Sign	Install on new post	Rider: 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	39	-107.2864326	33.11911976
25	Broadway St and Post St, SW corner	District Loop Sign A	Install on existing light post above pedestrian crossing signs	As shown on design intent drawings	25	-107.258715	33.12850146
26	South side of Broadway St between Clancy St and Daniels St	District Decision Sign	Install on new post	Line 1: Free Parking (left arrow), Line 2: Restrooms (left arrow)	26	-107.2564905	33.12847016
27	Broadway St and Daniels St, SW corner	District Decision Sign	Install on existing light post above pedestrian crossing signs	Line 1: Healing Waters Plaza (left arrow), Line 2: Pool (right arrow), Line 3: Rotary Park (right arrow), Line 4: (Hiking icon) Healing Waters (right arrow)	27	-107.2557895	33.12847486
28	Broadway St outside of Ingo's Art Cafe	District Loop Sign A	Install on existing light post	As shown on design intent drawings	28	-107.2553049	33.12843977
29	Broadway St outside of First Baptist Church	District Loop Sign A	Install on existing light post	As shown on design intent drawings	29	-107.2523466	33.12847619
30	Median between N Broadway St and S Broadway St, behind and to the left of existing I-25 sign	District Loop Sign B	Install on new post	As shown on design intent drawings	30	-107.2510733	33.12862937
31	Median between N Broadway St and S Broadway St, behind and to the right of existing I-25 sign	District Turn Sign with Right Arrow	Install on new post	Ralph Edward's Park	35	-107.2510483	33.12856243
32	Date St and Main St, SW corner	District Loop Sign B	Install on existing light post	As shown on design intent drawings	31	-107.2507423	33.12895933
33	Main St at southern end of Date St median	District Loop Sign A	Install on new post	As shown on design intent drawings	32	-107.2509948	33.12927742
34	Daniels St about 2 feet to the left of one-way alley	City Arrival Sign	Install on new post	Public Pool	40	-107.2556866	33.12540499
35	Entrance to parking area for Healing Waters trailhead	City Arrival Sign	Install on new post	Healing Waters Trailhead	41	-107.2542865	33.11946336
36	North side of Country Club Rd. across from Exit 79 offramp	City Decision Sign	Install on new post	Rider: 5 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow)	42	-107.255279	33.15721787
37	About 5 feet before left turn into Rotary Park	City Decision Sign with No Top Rider	Install on new post	Line 1: Rotary Park (left arrow); Line 2: (Hiking icon) Healing Waters (up arrow)	43	-107.2552494	33.12306208

TRUTH OR CONSEQUENCES WAYFINDING PLAN

PUBLISHED 2026





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: E.2

SUBJECT: Agreement letter between the Animal Shelter and Scars for Jordan's Way Event

DEPARTMENT: ANIMAL SHELTER

DATE SUBMITTED: January 20, 2026

SUBMITTED BY: TARA MANNING

WHO WILL PRESENT THE ITEM: TARA MANNING

Summary/Background:

JORDAN'S WAY IS RETURNING FEBRUARY 25, 2026 FROM 10AM-1PM. THIS IS AN AGREEMENT BETWEEN THE SHELTER AND SCARS FOR THE USE OF USING SCARS PAYPAL AND HOW THE FUNDS WILL BE DIVIDED.

Recommendation:

APPROVAL

Attachments:

- AGREEMENT LETTER BETWEEN THE SHELTER AND SCARS
- JORDAN'S WAY PACKET

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 1-28-26



First and foremost, let me introduce myself!



I'm Kris Rotonda, and I founded Jordan's Way after my best friend, Jordan, passed away. Jordan was a shelter dog who spent the first 3.5 years of her life being overlooked in a shelter. We spent 11 wonderful years together before she died from cancer of the heart. After she passed, I made it my life's mission to honor her legacy by helping overlooked shelter animals get the attention they deserve.

Since beginning our nationwide tour in January 2021, Jordan's Way has helped over 1,700 shelters and rescues raised close to \$14 million in much-needed funding. We've also helped thousands of animals get adopted.

I am so excited to partner with you and your rescue on the next round of our tour! Now, let's go over things you need to know:

Kris Rotonda

Let's Talk About How the Fundraiser Works

1. **Before the Fundraiser:** We will arrive at your facility 90 minutes before the start of the event. This gives us time to prepare, tour your facility, and learn about the animals before we start. It also gives me and my team the opportunity to meet the animals who will be featured so they can get to know us before we go on camera, and go over the plan for the event with all volunteers and participants.
2. **Live Streaming:** I will live stream our fundraiser on Facebook Live on your Facebook page for 3-hours on the allotted date and time (10AM – 1PM or 6PM – 9PM). It is a good idea to have someone stream the event on other social platforms. This can be a shared responsibility between members of your team. Your potential reach will be dramatically increased as some people do not use Facebook. We have had great results suggesting this.
3. **Challenges:** During the fundraiser, your team will participate in many fun games and challenges. For the fundraiser to be successful, we are going to need to have willing participants and a little preparation. Get ready for a fun, yet messy day!



Here are some of things we often do:

- **Puppy Love:** We cover a willing participant's face with Whipped Cream and one of the dogs will lick it off.
- **Make Out Mania:** This is the same as Puppy Love, only we use Peanut Butter.
- **Puppuccinos:** These are little squirts of whipped cream that we give dogs when donations are given.
- **Slap Fight/Tortilla Slap:** Willing participants get pies (whipped cream on Styrofoam plates) thrown in their faces and/or the Tortilla Slap. This is where 2 volunteers fill their cheeks with water and slap each other with tortillas. Whoever spits the water out first is the loser.
- **Weiner/Burger Mania:** Dogs get a hot dog (or burger) when a specific goal is reached.
- **Camera Time:** I get into the kennel with a few dogs of your choosing to talk about the dogs and give them treats. The more donations we get during camera time, the longer they get to stay on camera.
- **Bail Out Game:** We divide your participants into teams and put them in the kennels with the dogs. Each team gets a 30-minute time frame to raise as much as they can. Whichever team raised the most, will pie the losing team in the face.
- **Treat Mania:** If a specified amount is raised within the required timeframe, we give the dogs (or cats) treats. If not, we skip them.

IMPORTANT: You are not limited to these challenges! We encourage you to get creative and come up with your own as well! See *"Goal Boards"* in your *Final Packet*.

Some of our most successful fundraisers involved additional challenges that the shelters or rescues made up themselves. Here are some additional ideas, and we encourage you to come up with your own.

- **Ice Bucket & Slime Bucket Challenges**
- **Shaving Challenge:** Set your own goal and when that amount is met, we've had volunteers (both women & men) shave their heads, beards, mustaches, eyebrows and legs; we've even had the guys wax their legs & chests. Other have dyed their hair – both real hair dye and spray dye.
- **Tattoos:** Volunteers have arranged to get tattoos when goals were met; both on and off camera.
- **Egg Roulette:** Participants pick an egg to smash against their head. Some are hard boiled, but some are not.
- **Beanboozled Challenge:** This is where you have some yummy jelly beans and some disgusting jelly beans, but they all look the same. You never know what you're going to get.
- **Edible Bugs:** If donations aren't made, volunteers may have to eat edible bugs.
- **Puffy Puff:** Plate full of flour/powder blown into volunteer's face.



- Toss Back: 6 or more people sitting in chairs, directly behind each other, blind folded. They each have a bowl/bucket of substance (example: water, noodles, flour, jello, etc.) and they must toss it back over their head into the bucket of the person sitting behind them. Sometimes it makes it in the bucket, sometimes it doesn't.
- Chubby Bunny: Volunteers try to stick as many marshmallows as possible in their mouth while still being able to say Chubby Bunny. The person who can get the most, wins.
- Face Smash: Volunteers smash each other's faces into a pillow (covered by a garbage bag) covered by yucky substances (example: whipped cream, chocolate sauce, oatmeal, mustard, ketchup, nacho cheese, etc.) when a donation isn't received.
- Hot Sauce, Baby Food, Dog Treats, Cat Food: Willing participants agree to eat these or other things unless a certain amount of money is raised to prevent the participants from having to do it. You can even add a spinning wheel with yucky food options for more fun.
- Overnighter: The Director, Executive Director or Shelter Manager agrees to stay in a kennel overnight if a certain amount is raised.

What We Need from You for a Successful Event

1. **Publicity:** The more you get the word out there, the better your fundraiser will go! While we can create a fun and exciting fundraiser, we have to have eyes on the LIVE event to maximize its success. That is up to you! Here are some simple things you can do to ensure a good showing:
 - Let us launch the event and fundraiser for you immediately! The sooner we get it up, the sooner we all can start promoting it.
 - **Post about the fundraiser regularly – at least 2-3 times per day prior to the event.**
 - Invite all your Facebook followers to participate. Send them messages through Facebook. You will also need to be ready to invite them to participate during the feed. You will want to try to get at least 2,000+ invites out to your event.
 - Get your volunteers and staff involved. Have all your volunteers and staff invite their friends and family to participate.
 - Email your past donors, fosters and adopters. Let them know how and when to participate.
 - Contact local businesses. Reach out to area veterinarians, pet stores, realtors, insurance agents, accountants, lawyers, etc., to let them know you will be hosting the event and invite them to participate. We recommend having at least 3 volunteers dedicated for this, as well as having others reach out to any business owners they know personally. If the businesses donate during the event, we will make sure to give them a shout out. Or even better, they can come down and make their donations in person while we're live.



- Contact the local media. We can create a sample press release for you to personalize and send out to the media in your area. We've had multiple news sources send people to cover our events, and sometimes even take a pie to the face for the cause!
2. Participants: The more people you have involved, the more successful your event will likely be! Here are some things you need to know:
- **REQUIRED:** You will need to have a **MINIMUM of 25-30 volunteers** or staff who can commit to staying involved throughout the entire event. We highly recommend that you have 40+ participants to allow for people who can't stay for the entire three hours. If your staff will have to be doing other things, you need to find additional people to participate. The event can be canceled IF the minimum requirement amount of participants are not at the event.
 - We recommend also having someone on hand to help take photos/videos of the event. This is a good opportunity to see if a professional or hobbyist photographer would be willing to volunteer their time. If not, a person with a phone will do as well.
 - This is a family-friendly event, and children and teens are welcome to participate, however, are not included in the minimum volunteer count.
 - Prep your participants so they understand they will likely get dirty, messy, and possibly wet. While we understand not all participants are willing to do this, it's important to at least have several who will.
 - Encourage participants to bring a change of clothes so they can be more comfortable if they do get wet or dirty.
 - Discuss ahead of time if anyone is willing to have his or her head (or chest for men) shaved if we reach a specific goal. This is often a big incentive to bring in donations.
 - Make sure participants understand the "Bail Out Game." This is one of the most successful ways for these fundraisers to bring in money. Ideally, they should talk to their friends and family ahead of time so that they know to donate.
 - Encourage your participants to watch one of our prior fundraisers so they know what to expect. We have all of our past events shared on the Jordan's Way Facebook page and even share reels of the challenges.



3. Preparation:

- Location: We realize that many rescues are foster-based and do not have a physical shelter. You will need to find a location to host the event where people and the animals can be involved. While we have done several events outdoors, it needs to be somewhere that offers protection from inclement weather, including cold & sun. We have had to cancel events because of this.
- Facebook Access: We will need Partial Access to the Facebook page. This allows Kris and team to help you build momentum and help explain the event to your community.
- Internet: We have had occasions where the service just was not strong enough for the feed and we had to cancel. Be sure to check this before we come. **If you have WiFi, be sure that the signal strength is strong in the kennel areas.** You'd need at least 3 bars in the kennel areas.
- SUPPLIES: You will need the following supplies based on the games/challenges you are doing.
 - Reddi-Whip Whipped Cream: 10-15 small cans or 8-10 big cans
 - Peanut Butter: Just need 1 jar
 - Hot Dogs
 - 'Special Treat' for dogs (burgers/meatballs, busy bones, pig ears, etc.)
 - Dog Treats - LOTS OF THEM!!!
 - Cat Treats
 - Large Flour Tortillas: 2-3 packs of the largest ones you can find!
 - Marshmallows: 2 bags
 - Eggs: Do not boil any!
 - Paper Plates
 - Ice/Ice Buckets
 - Slime: We order PartyGoat Slime on Amazon, here's the link: <https://a.co/d/5dIlmiw>
 - Buckets to make the slime

Any other items that you would need for any other challenge, such as the Toss Back, Face Smash, Puffy-Puff

- Access to Animals: We are going to want to put animals on camera, especially during camera time. You will need to select which dogs you'd like us to include for different challenges like Camera Time and Puppy Love ahead of time. For camera time, we recommend some of your harder-to-adopt animals, but we want to make sure they feel comfortable with Kris. **Please ensure each kennel includes the Kennel Card with information pertaining to the animal.**
- Special Concerns: If any of the animals have health issues that would be impacted by giving Treats, Puppuccinos, Peanut Butter, Hot Dogs, etc., please make us aware of this before the event begins.
- Your total number of past adoptions. This gives us a better idea of what to expect.
- Your past adopters list to use with your teams during the bail out games. Once your event and fundraiser are launched on your Facebook page, you will receive an email with the event flyer and the text message script to share with your team. Use this script to text your past adopters, fosters and donors during the Bail Out Games.



Understanding the Financial Side

1. Deposit: You will need to secure your event date with a \$250 deposit. This is non-refundable unless your event is canceled through no fault of your own. You will receive a QuickBooks invoice for the deposit amount.
2. Invoicing: Your fundraiser is set up to work with a 25/75% split; 25% to Jordan's Way and 75% remains with YOU!

Once the Facebook fundraiser is launched, billing begins for all donations until 48-hours after your event ends. However, your fundraiser will still be live for an additional 5 days. Any additional funds you receive during those 5 days will remain with you at 100%.

At that point, Facebook will remit payment to you for funds raised, minus their fees. Once all donations have been tallied, the Jordan's Way portion is 25%, including the private donations, as they were part of the fundraiser.

Your shelter or rescue will only receive an invoice from us for the total to be remitted to Jordan's Way. Please note that the initial deposit is separate and not included in this split.

Our Final Thoughts...

You are going to have the absolute best time during this event! Not only is this an awesome team building event, but it also brings your community together. I'm sure you will agree, it's the most fun you'll ever have while you raise much needed funds!

The entire Jordan's Way team is here to shine light on the awesome things you do. Let's do that together! We can't wait to see you!

The Jordan's Way Team!

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673
www.torcnm.gov

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

January 28, 2026

Truth or Consequences Animal Shelter
1101 N Cedar St, Building C
Truth or Consequences, NM 87901

Sierra County Animal Rescue Society (SCARS)
P.O. Box 435
Williamsburg, NM 87942

Re: Letter of Agreement

Dear Robbin Brodsky,

This correspondence will serve as a Letter of Agreement between the City of Truth or Consequences Animal Shelter (Shelter) and Sierra County Animal Rescue Society (SCARS).

In the agreement "SCARS" will assist in conducting a fundraising event at the "Shelter" On February 25, 2026 from 10:00AM to 1:00PM. SCARS will pay the initial \$250.00 deposit to Jordan's Way, in addition to thirty percent (30%) of all proceeds collected as required in the attached Jordan's Way packet.

Funds raised from this event will be collected through a PayPal account managed by SCARS and will be distributed as follows: reimbursement for the \$250.00 deposit to SCARS and the remaining seventy-five percent (75%) of the fund collected will be split seventy percent (70%) to the "Shelter" and thirty percent (30%) to "SCARS".

This agreement is entered into the 28th day of January, 2026 between the City of Truth or Consequences Animal Shelter and Sierra County Animal Rescue Society.

Gary Whitehead
Truth or Consequences City Manager

Date: _____

Robbin Brodsky
Director, Sierra County Animal Rescue

Date: _____

BEST FRIENDS ANIMAL SOCIETY GRANT AGREEMENT

BACKGROUND

Best Friends Animals Society ("BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. BFAS feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs.

Recipient (defined below) is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to BFAS requesting to be awarded a grant pursuant to the scope of the program below.

This grant agreement ("Agreement") will govern the terms of the grant (the "Grant"). The parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both parties (the "Effective Date"). Each party shall be referred to herein individually as a "Party," and collectively as the "Parties."

AGREEMENT

Section 1. Project Description, Grant Amount and Term

Full Legal Name of the Recipient Organization: ("Recipient"):

Truth Or Consequences Animal Shelter

EIN #: 85-6000144

Grant Amount: \$ 5000

Best Friends Animal Society's data and analytics tool, Shelter Pet Data Alliance, and Best Friends Network Partners: 2025 annual data reporting

Grant awards must be directly tied to saving the lives of cats and dogs that would be at-risk in shelters.

The Term of this Agreement, unless terminated pursuant to the language below will be from the "Grant Period" 1.21.2026 through 1.21.2027

Grant funds will be disbursed pursuant to the terms of this Agreement, upon (a) the execution of this Agreement by both Parties, (b) receipt by BFAS of this executed Agreement, and (c) receipt by BFAS of Recipient's [IRS Form W9](#).

Section 2. Commitment from Recipient to BFAS

- A. The earlier of (a) six months of receipt of the Grant, Recipient agrees to provide a written report to BFAS describing the use of the Grant. Such report must include specific data, and a minimum of the "Publicity Materials" (defined below). These grant reports can include details on grant outcomes, shelter statistics of the municipal shelter(s) impacted by the grants (if applicable), accounting of how fund have been spent, the number of cats of dogs positively impacted and examples of successes. Submit monthly data reporting through the Shelter Pet Data Alliance platform through the Term of this Agreement.

- B. BFAS reserves the right to request detailed documentation on how the Grant funds were spent (including receipts if requested).

Section 3. Grant Branding Terms and Promotion

Recipient shall coordinate with BFAS regarding the promotion of the Grant. The Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identify Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. The Recipient shall reasonably cooperate with BFAS network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

Section 4. Grant Recipient Representations and Warranties Recipient represents and warrants as follows:

- A. Recipient is a qualified 501(c)(3) entity or government organization and is and will continue to be a BFAS Network Partner during the Term of this Agreement.
- B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- C. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 5. Grant Restrictions

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 6. Termination

Recipient may terminate this Agreement upon providing ten (10) business days written notice to BFAS in the event of the following events of default:

- (i) By its actions or statements, BFAS materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) BFAS files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

BFAS may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms BFAS as determined by BFAS in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement.

Section 7. Photo, Video, Digital and Audio Release

Recipient grants to BFAS (including its employees, contractors and agents), the nonexclusive, perpetual, royalty-free right, license, and permission to photograph, video, and audio record any of Recipient's programs or events, associated with the Grant for the duration of this Agreement and to use such materials in any manner including for identification purposes, to promote or report about BFAS events, activities and mission; to raise donations, or for other purposes. Recipient warrants to BFAS that it has received any permissions needed to grant such rights and will indemnify, defend, and hold harmless BFAS from any claim that its use of such materials as permitted in this Agreement infringes any third-party rights.

Recipient agrees to provide to BFAS, via email to **BFNetwork@bestfriends.org** provided by BFAS, with a minimum of 2 unique still photo/s and/or 2 video clip/s of no less than 30 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the Grant (the "Publicity Materials"). Recipient grants BFAS the nonexclusive, perpetual, royalty-free right, license and permission to use the Publicity Materials in any manner BFAS deems appropriate and warrants to BFAS that it has received any permissions needed to grant such right and will, to the full extent permitted by law, indemnify, defend and hold harmless BFAS from any claim that BFAS use of such Publicity Materials pursuant to this Agreement infringes any third-party rights.

Section 8. Non-Disparagement

During the Term of this Agreement and for three years after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring BFAS into disrepute.

Section 9. Release

To the full extent permitted by applicable law, Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the Grant and its receipt of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors, and assigns (the "Releasees" are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from its programs. Recipient releases the Releasees from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges the Releasees from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant. To the full extent permitted by applicable law, Recipient releases the Releasees for BFAS' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect,

known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant.

Section 10. Indemnity Agreement

To the full extent permitted by law, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Recipient's programs or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

Section 11. Proprietary Information

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to BFAS business, including, but not limited to, any network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of BFAS. It is not anticipated that Recipient will have access to BFAS proprietary information because of this Agreement. Nonetheless, Recipient acknowledges and agrees in the event Recipient learns of or comes into possession of any BFAS proprietary information, Recipient will notify BFAS and return said information. Recipient agrees that it will not sue, supply or disclose any Proprietary Information it happens to learn of to any third party.

Section 12. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this Agreement are perpetual. The releases and indemnification obligations are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for three years following the last disbursement of funds from BFAS to Recipient.

Section 13. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 14. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between BFAS and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

By signing below, Recipient and BFAS acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Organization:

Signature:

[electronic signature of authorized representative]

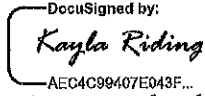
Printed Name:

Title:

Date:

Mailing Address for Grant Funds:

Best Friends Animal Society

Signature:  *Kayla Riding*
DocuSigned by:
AEC4C99407E043F...
[electronic signature of authorized representative]

Printed Name: Kayla Riding

Title: Senior Specialist, Network & SPDA Relations

Date: January 21, 2026



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: E.3

SUBJECT: Discussion/Action: Contract Agreement Amendment Proposal – Wilson & Co. Shovel Ready Project

DEPARTMENT: Community Development

DATE SUBMITTED: January 23, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Proposal to amend the existing contract agreement with Wilson & Co. in the amount of \$203,345.10. Original engineering services agreement was presented and approved by commission on 2-12-2025 in the amount of \$456,137.18 and procured from SAP 24-I2460-Grant Funds.

The increased cost will provide the additional 4-months of Construction Administration and Construction Inspection to complete the 14-months construction duration and will be covered under the CIF-6441 grant. The construction duration increased since the initial project conception due to the inclusion of additional waterlines. The additional scope was from the WSPI 1 USDA project along 8th and 9th street from Pershing to Silver.

Recommendation:

Approve amendment to the contract for additional construction administration.

Attachments:

- Proposal Amendment
- Original Eng Services Agreement (available to review at https://www.torcnm.gov/your_government/agendas_and_minutes.php 2-12-2025 Agenda Packet)

Fiscal Impact (Finance): Yes

Increase PO 81535-R1 by \$203,345.10

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 1-28-26

January 23, 2026

Ms. Traci Alvarez
Assistant City Manager
505 Sims Street
Truth or Consequences, NM 87901

Re: Colonias CIF-6441-Shovel Ready Water Projects1 (4-months) Construction & Inspection Services
Proposal-Commission Justification Description

Ms. Alvarez,

The scope of services that Wilson & Company proposes to provide the additional 4-months of Construction Administration and Construction Inspection to complete the 14-months construction duration. Ten (10) months of these services were covered by the Capital Appropriation Project funding SAP 24-I2460-GF under a previous contract. This construction duration increased since the initial project conception, was mainly due to the addition of shovel ready improvements under the project to the construction scope. This additional scope was from the WSPI 1 USDA project along 8th and 9th street from Persing to Silver.

Should you have any questions or require additional information on this proposal, please contact Mark Nasi directly, (505) 379-5406 or Mark.nasi@wilsonco.com.

Sincerely,

WILSON & COMPANY



Mark A, Nasi, PE
Senior Water/Wastewater Project Manger

November 25, 2025

Ms. Traci Alvarez
Assistant City Manager
505 Sims Street
Truth or Consequences, NM 87901

Re: Colonias CIF-6441-Shovel Ready Water Projects1 (4-months) Construction & Inspection Services Proposal

Ms. Alvarez,

Thank you for reaching out to Wilson & Company, Inc., Engineers & Architects (Wilson & Company) for interest in Construction Administration (CA) Inspection Services of the Shovel Ready Water Projects 1, for the City's Colonias Infrastructure Project Funding CIF-6441 of \$4,400,000.00. We have prepared the attached scope of service and fee proposal for your consideration. This scope of service includes Construction Administration and Construction Inspection services as requested.

If this proposal is acceptable, we will work with you to issue Task Order 08 to the existing 2024 On-Call contract that is in place.

Should you have any questions or require additional information on this proposal, please contact Mark Nasi directly, (505) 379-5406 or Mark.nasi@wilsonco.com.

Sincerely,

WILSON & COMPANY



Brian McBride, PE
Vice President, Water/Wastewater

WILSON & COMPANY



Mark A. Nasi, PE
Senior Water/Wastewater Project Manager



City of Truth or Consequences

Shovel Ready Water Projects 1, Construction Administration & Inspection Services (4-months)

Scope and Fee Proposal

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City of Truth or Consequences

Shovel Ready Water Projects 1, Construction Administration & Inspection Services (4-months)

Scope and Fee Proposal

INTRODUCTION

The City of Truth or Consequences (City) completed portions of the construction on the Main Street District Water Improvements (MSD) and the DWSRF Water System Improvements (DWSRF) projects and encountered a funding shortfall to complete the entire scope of these projects. Additionally, the City needs to move forward with the construction of the Water System Performance Improvements 1 (WSPI-1) project, which they do not have enough funding to complete. The City plans to utilize the Capital Appropriation Project funding SAP 24-I2460-GF of \$4.4 million and the Colonias Infrastructure Project Funding CIF-6441 of \$4.4 million to complete these projects. The project will utilize the total funding amount of \$8,800,000 for engineering, inspection services, and construction of as much of the near shovel ready projects as the funding will allow.

The MSD, DWSRF, and WSPI-1 projects are currently established as separate City projects. The re-packaging scope of the near shovel ready sections of the "WSPI-1", "MSD", and "DWSRF" projects into a standalone package was funded by Capital Appropriation Project funding SAP 24-I2460-GF under a separate contract. This proposal provides a detailed table of the anticipated fees and preliminary milestone schedule of the consulting effort to include an additional 4-months of Construction Administration and construction inspection, resulting in a 14-month construction duration.

SCOPE OF SERVICES

BACKGROUND

The scope of services and schedule that Wilson & Company proposes to provide the additional 4-months of Construction Administration and Construction Inspection to complete the 14-months construction duration. 10-months of these services were covered by the Capital Appropriation Project funding SAP 24-I2460-GF under a previous contract. This scope and fee of service will be through the Colonias Infrastructure Project Funding CIF-6441 through the City's 2024 On-Call task order #08.

TASK 100 – PROJECT MANAGEMENT

For this task Wilson & Company will provide the project coordination with the City, which will include the following sub-tasks.

Subtask 101 – Project Administration

Project Administration includes services of general correspondence, which are not limited to progress reports, project emails, schedule coordination, and other regular coordination specifically pertaining to the overall project.

TASK 200 – CONSTRUCTION ADMINISTRATION ASSISTANCE

Under this task Wilson & Company will provide Construction Administration services to the City in support of the installation of the designed improvements. This will include the following subtasks:

Subtask 201 – Construction Progress Meetings

In this subtask, Wilson & Company personnel will attend the monthly construction meetings held by the contractor, will keep and organize field notes for observation periods, and will develop inspection reports for required inspections and testing. This proposal assumes no more than 10 monthly progress meetings. If additional meetings are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 202 – Review of RFI's

Wilson & Company engineers will be available for the contractor to contact during construction to answer questions and provide solutions to issues that may arise during construction. This proposal assumes no more than 6 RFI requests. If additional RFIs are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 203 – Review of Change Order Proposals

Wilson & Company engineers will evaluate the contractors change order proposals that may be required due to construction complications or unforeseen field conditions. The engineer will compile the change order and coordinate with the city, funding agencies, contractor, and regulatory agencies. This proposal assumes no more than 3 Change Order Proposals (COPs). If additional COPs are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 204 – Review of Pay Applications and Schedules

Under this subtask, Wilson & Company will review and monitor the contractor's construction schedule, including the 2-week and overall schedule. It will also include reviewing the Contractor's monthly pay applications and providing the Owner with recommendations for payment.

Subtask 205 – Site Visits

This subtask includes Wilson & Company personnel conducting monthly site visits in addition to the monthly construction meeting, which may include a mid-month progress meetings. This proposal assumes no more than 4 site visits. If additional site visits are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 206 – Final Inspection Walk Through

This subtask includes Wilson & Company personnel coordinating and conducting a Final Completion Walk Through with the contractor and the City to ensure all punch list items have been corrected prior to recommending final payment to the contractor.

Subtask 207 – As-Built Record Drawings

The development of the Record Drawings will require monitoring and reviewing the Contractor's markups during construction and then using the completed Contractor markups to develop the final Record Drawings for the construction.

TASK 300 – CONSTRUCTION OBSERVATION

Under this task, Wilson & Company will provide construction observation services to the City in support of the installation of the designed improvements. This will include the following subtasks:

Subtask 301 – On-site Construction Observation

Wilson & Company will provide a qualified inspector to be on site during construction, full time to observe activities, perform site inspections, and monitor Contractor compliance with the construction specifications. The effort allocated under this subtask assumes the period of construction duration and identified milestone schedule for the project provided below. Site observation and inspection services are estimated for 4-months construction period. If a longer period of time is required, Wilson & Company will advise the City and request a change to this scope of services and fee.

Subtask 302 – NACE Tank Inspection (Sub-Contract)

Wilson & Company will provide a qualified NACE tank inspector through a sub-contract to provide observation activities, perform site inspections, and monitor contractor compliance with the construction specifications.

SCOPE-LIMITING ASSUMPTIONS

The scope of services detailed above is based on the following assumptions:

- Any items not specifically included within the scope of this proposal are excluded.

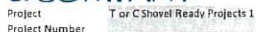
PRELIMINARY PROJECT MILESTONE SCHEDULE

For this project, the following milestone schedule is proposed:

Notice-to-Proceed:	December 4, 2025
Construction Start	December 17, 2025
Construction End	February 17, 2027

FEE PROPOSAL

Wilson & Company proposes to complete the services described above for a Lump Sum contract amount of **\$187,631.00 excluding NMGR, \$203,345.10 after NMGR is applied**. The fee estimate table below is provided for informational purposes only and is not intended to set budget limits for individual tasks or hour budgets for specific personnel on the project. However, the rates shown will be the rate allocated to each individual on the project in accordance with the rate category.



This Manhour Worksheet is based upon our approved 2024-2025 Wilson & Company Rate Schedule and is provided as an estimate of overall project effort. It is not intended to

Submission Date: 25-Nov-25

[illegible]



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: E.4

SUBJECT: Discussion/Action: NM Capital Outlay Grant Agreement A24-15393 Aging and Long-Term Services Dept

DEPARTMENT: Community Development

DATE SUBMITTED: January 22, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

SJOA Ken James Senior Center received Capital Outlay funding in the amount of \$88,000.00 to purchase and equip vehicles. City acts as Fiscal Agent for SJOA funds. No match – reimbursement grant

Recommendation:

Accept the Grant Agreement

Attachments:

- Grant Agreement
-

Fiscal Impact (Finance): Yes

Reimbursement Grant – City is the Fiscal Agent for the SJOA

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 1-28-26

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, ("**Department**") and CITY OF TRUTH OR CONSEQUENCES, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 94, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. A24-I5393 ("**Project**") 06/30/2028 ("**Reversion Date**"). Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 94, eighty-eight thousand dollars, \$88,000, to purchase and equip vehicles for the Ken James Senior Center in the City of Truth or Consequences in Sierra County.

B. Grantee's total reimbursements shall not exceed eighty-eight thousand dollars, \$88,000 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, zero dollars, \$0, which equals eighty-eight thousand dollars, \$88,000 ("**Adjusted Appropriation Amount**").

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

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third-Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third-Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

- a. Grantee:
 - i. Name: Traci Alvarez
 - ii. Title: Assistant City Manager
 - iii. Address: 505 Sims Street Truth or Consequences NM 87901
 - iv. Email: talvarez@torcnm.org
 - v. Telephone: 575-952-0565

B. **[OPTIONAL]** The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Crystal Walton
 - ii. Title: Executive Director
 - iii. Address: 360 W. 4th Ave Truth or Consequences NM 87901
 - iv. Email: cwalton@seniorcenter-sjoa.org
 - v. Telephone: 575-894-6641

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

- a. Department:
 - i. Name: Tasha Martinez | Mehdi Pourali
 - ii. Title: Bureau Chief | Project Coordinator
 - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
 - iv. Email: tasha.martinez@altsd.nm.gov | mehdi.pourali@altsd.nm.gov
 - v. Telephone: 505.316.8900 | 505-946-8855

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third-party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
- b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.

- iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- f. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any

disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.

- g. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
- h. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- i. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

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

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

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

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

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

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

XVII. REQUIRED TERMINATION CLAUSE

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

- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with City of Truth or Consequences, City of Truth or Consequences may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, City of Truth or Consequences' only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principles to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. **Assignment:** Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. **Subcontractors:** Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. **Binding Effect:** Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. **Authority:** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. **Captions and References:** The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. **Counterparts:** This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. **Digital Signatures:** If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. **Modification:** Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. **Statutes, Regulations, Fiscal Rules, and Other Authority:** Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third-Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting

understanding and favorable relations with the community or public at large or any segment of the public.

- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY AGING AND LONG-TERM DIVISION (ALTSD):

SPONSOR:
or Designee

By: _____

Title: _____

Date: _____

Office of Secretary:
or Designee

By: _____

Title: _____

Date: _____

Chief Financial Officer:
or Designee

By: _____

Title: _____

Date: _____

Chief Procurement Officer:
or Designee

By: _____

Title: _____

Date: _____

AS TO LEGAL FORM AND SUFFICIENCY (ALTSD)

General Counsel's Office:
or Designee

By: _____

Title: _____

Date: _____

APPROVED BY GRANTEE:

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Legal Counsel Title: _____ Date: _____

EXHIBIT A
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

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

FROM: Grantee: _____ Grantee Official Representative: _____

Grantee Address: _____

Name of Senior Center: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): \$ _____

The Amount of this Notice of Obligation: \$ _____

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

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

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

Department Rep. Approver: _____ Title: _____

Signature: _____ Date: _____

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NOO Revised: 10-14-2025 PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

EXHIBIT B
Request for Payment Form and Certification

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Senior Center (Name): _____

C. Street Address: _____

(Complete Mailing, including Suite, if applicable)

City State Zip

D. Phone No: _____

E. Grant No: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E.	Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant

Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

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

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

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

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor: _____ Fund No.: _____ Loc No.: _____

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

ALTSD Capital Outlay Bureau Chief

Date

ALTSD Capital Outlay Fiscal Coordinator

Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

RFPs MUST be submitted as soon as grantee payment has cleared.

- _____ RFP # _____ (Verify that you are submitting the correct RFP #)
- _____ A-Code _____ (Verify that you are requesting payment for the correct grant #)
- _____ Verify \$ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?
- _____ Did you include the grant expiration date, and is it a valid date?
- _____ Has CPMS been updated within the current quarter of RFP submittal?

1st Quarter	July 1 – September 30
2 nd Quarter	October 1 – December 31
3rd Quarter	January 1 – March 31
4 th Quarter	April 1 – June 30

_____ Verify that "Amount of invoice" and "Amount applicable to this Grant" are correct. (For example, if an invoice is for \$100.00 but only \$50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant
6/10/2025	ABC construction	\$100.00	\$50.00
E	X	A	M
P	L	E	
Amount Requested this Payment:			\$50.00

Are the following required documents included?

RFPs for equipment, construction, and vehicles

- _____ Invoice (All PRs)
- _____ Proof of payment (canceled check/ACH payment) (All PRs)
- _____ Grantee PO (All PRs)
- _____ Approved NOO

Additional supporting documents for Vehicles (all the above and the following):

- _____ Certificate of Origin (all the above and PRs for Vehicles)
- _____ Odometer Disclosure
- _____ Buyers' Agreement

Please ensure VINs on all supporting documents match.

NOTE: Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.

This is for your use only DO NOT submit with RFP

EXHIBIT C
Quarterly Reports Form and Certification

EXHIBIT D
Special Conditions

EXHIBIT E
Data Sharing Provisions



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: E.5

SUBJECT: Discussion/Action: Conditional Use Permit 1101 Marshall St.

DEPARTMENT: Community Development

DATE SUBMITTED: January 22, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

See P & Z Meeting Packet

Public Hearing was held at the Planning and Zoning Meeting on 1-12-2026. No opponents or proponents

Recommendation:

Board recommended approval.

Attachments:

- P & Z Meeting Packet
- Draft Minutes

Fiscal Impact (Finance): Choose an item.

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 1-28-26



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 1-12-2026

ITEM: Public Hearing/Discussion/Action – Conditional Use Permit 1101 Marshall Street

BACKGROUND:

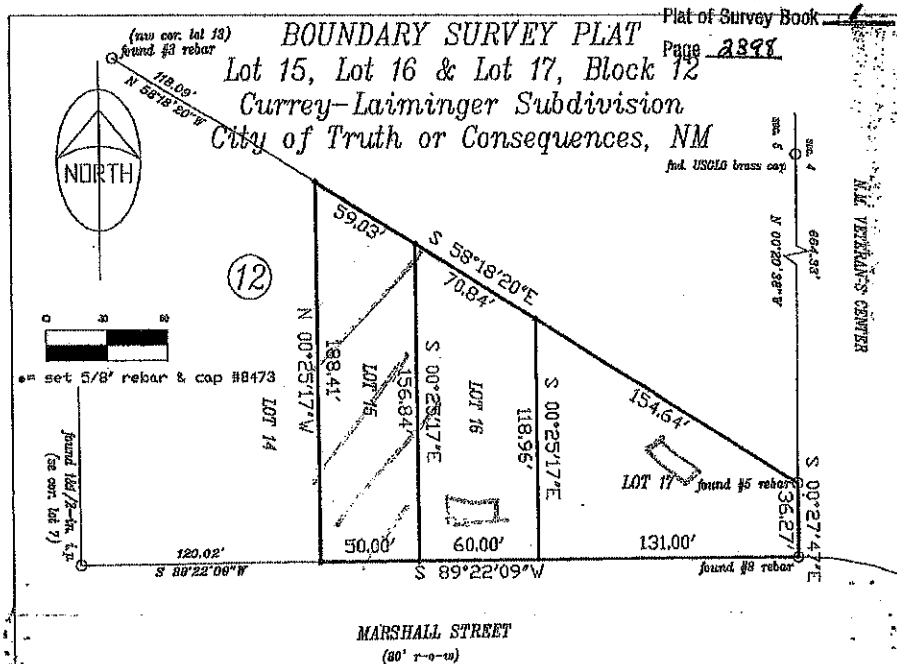
Applicant is requesting a conditional use permit for shipping containers. Property is located in the R-3 District. Ordinance did not take effect until 2022/2023. Conditional Use Permit will bring property into current compliance.

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.

SUPPORT INFORMATION:

Site Plan
Parcel Map
Public Hearing Notice
Applicable Code

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	



LEGAL DESCRIPTIONS

LOT 15 - A certain tract of land situate within Section 5, Township 14 South, Range 4 West, NMPM, City of Truth or Consequences, Sierra County, New Mexico and being more particularly described as follows:

Lot 15, Block 12, Currey-Laiminger Subdivision, as shown on the plat filed in the Office of the County Clerk, Sierra County, New Mexico, on May 15, 1944. The above described property is subject to easements and restrictions of record.

LOT 16 - A certain tract of land situate within Section 5, Township 14 South, Range 4 West, NMPM, City of Truth or Consequences, Sierra County, New Mexico and being more particularly described as follows:

Lot 16, Block 12, Currey-Laiminger Subdivision, as shown on the plat filed in the Office of the County Clerk, Sierra County, New Mexico, on May 15, 1944. The above described property is subject to easements and restrictions of record.

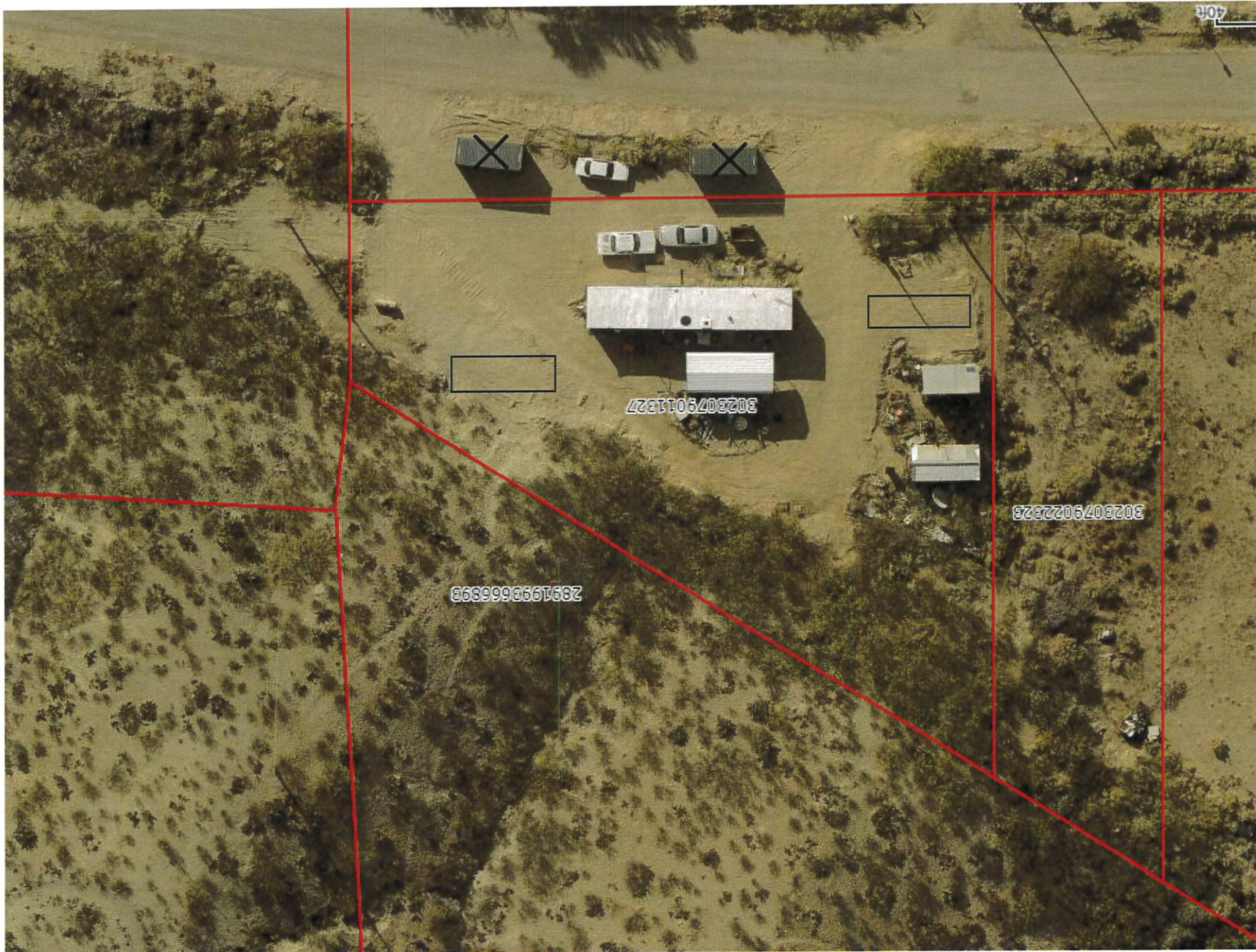
LOT 17 - A certain tract of land situate within Section 5, Township 14 South, Range 4 West, NMPM, City of Truth or Consequences, Sierra County, New Mexico and being more particularly described as follows:

Lot 17, Block 12, Currey-Laiminger Subdivision, as shown on the plat filed in the Office of the County Clerk, Sierra County, New Mexico, on May 15, 1944. The above described property is subject to easements and restrictions of record.



STATE OF NEW MEXICO

LOFTUS & CO.
LAND SURVEYORS
 309 EAST 3rd
 TRUTH OR CONSEQUENCES,
 NEW MEXICO
 (505) 894-2824





1101 Marshall St, Truth Or
Show search results for 1101 M



GOOGLE EARTH VIEW 2022

0ft
9 Degrees

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Com

1101 Marshall St, Truth

Show search results for 110



200ft
1 Degrees

*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.gov*

*Destiny Mitchell
Commissioner*

*Ingo Hoeppner
Commissioner*

*Gary Whitehead
City Manager*

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, January 12, 2026, to receive input regarding the following:

Public Hearing/Discussion/Action: Conditional Use Permit at 1101 Marshall St.

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.

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

The agenda may be obtained on Friday, January 9, 2026 on the city website calendar at www.torcnm.gov; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.gov.

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

Publish on the following date:

- Sentinel– Thursday, December 18, 2025

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date_____ Address_____

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

a) Public Hearing/Discussion/Action: Conditional Use Permit at 1101 Marshall St.
Chairman Sisney opened the public hearing.

Proponents: No Proponents

Opponents: No Opponents

Assistant City Manager Alvarez: As you know, we're going to be working on transitioning a little bit from some of the Planning & Zoning stuff out of my office and over to Code Enforcement's office. Since these are properties that he is very familiar with, I'm going to let Officer Knull present all three of these items. I will say, for all three of these, all certified letters were mailed out to the surrounding properties, all application fees and everything were submitted and they're good to go. With that, I will turn it over to him and he can present the first one.

Code Enforcement Officer Knull: The property at 1101 Marshall Street has had a shipping container on their property for quite a while at this point. The property was originally brought to my attention via an anonymous complaint. When I followed up at the property, I observed the shipping containers on the property. I immediately followed up by mailing out a certified letter for a notice of violation, advising the applicant of the violations on the property, of section 11-10-4 which is our storage and shipping container section of the code. Per R-3, which is where the property is located, you can have a shipping container on the property with a Conditional Use Permit. The applicant, at the time, did not have a Conditional Use Permit, which led to my notice of violation. The applicant immediately started following up and started the process for the application for the permit, and I've received no further complaints.

Assistant City manager Alvarez: I will add that Tyler did reach out to me as well, I did pull the file and you'll see a Google Earth picture, the applicant had the shipping containers there, it wasn't on the Google Earth from 2022, but please keep in mind that our shipping container ordinance took effect late 2022, early 2023. So, the shipping container was placed on the property prior to us having any regulations for it. Therefore, it is potential, or possible, that they could have received permission or allowance, or they didn't have to receive permission or allowance through the previous ordinance, because we didn't have anything stipulating codes or requirements for shipping containers. The applicant is here in attendance if you have any questions.

Member Luchini: Is that not a grandfather clause?

Assistant City Manager Alvarez: It potentially could be, but unfortunately when we did the shipping container ordinance, we did not add that in. In our other building sections, it does say

that there might be non-conforming properties, or properties that maybe were allowed, like our setbacks, if you look at a lot of older homes in the downtown area, they obviously don't meet our setbacks because that was not a thing. So, we don't have to make them tear down and rebuild. In the sense of a shipping container, because it's a Conditional Use Permit, it was our thought process, until we amend the code to say, "Maybe we can do this as an administrative order" that it would be better for these people just to get a Conditional Use Permit on-hand, unless there's some glaring reason that the board feels they shouldn't have that shipping container. For that, again, you'll have to refer to your 7 findings of facts. For all three of these, they were anonymous complaints that came in, I think somebody was out doing a drive-by for some stuff, they hit a few different properties, and that's why they're being brought to you at this time.

Vice Chairman Buhler: Are the shipping containers in front of the building now?

Chairman Sisney: They've been moved.

Assistant City Manager Alvarez: If you look at the first map, I drew little black squares, that's the approximate location of the shipping containers now, and I'll show that to the applicant so he is aware of where I placed them they are more at an angle, I wasn't paying attention.

Chairman Sisney: This is on my way home, and he's done a lot to improve the property, it looks really good now.

Member Hammer: Are there other complaints against this or the other properties besides just shipping containers? That was the complaint?

Code Enforcement Officer Knull: No. That was pretty much the complaint, and they came in within the same weeks. As Traci stated, I think someone was driving around, they might have received a notice for something and started looking for some stuff. It is something that now, I've been going around, myself, and looking for, simply to let people know that we are requiring Conditional Use Permits simply because we don't have the grandfather clause. Just for future reference, you should expect more of these coming your direction.

Vice Chairman Buhler: I think it's a good thing that people are coming forward.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Conditional Use Permit at 1101 Marshall St . Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

Chairman Sisney: We recommend to approve your request, it'll go onto City Council now.

Assistant City Manager Alvarez: It'll be on the City Commission meeting for January 28th, they'll do the final determination.

Member Hammer: Sorry, when was the date of the Commission meeting?

Assistant City Manager Alvarez: Is it the 28th or 29th?

Deputy Clerk Martinez: January 28th at 4pm.

b) Public Hearing/Discussion/Action: Conditional Use Permit at 1306 Nickle St.

Chairman Sisney opened the public hearing.

Proponents: No Proponents

Opponents: No Opponents

Code Enforcement Officer Knull: As with the previous property, this was brought to my attention from an anonymous complaint. Upon driving by the property, I did observe the shipping container, I followed up with Traci to see if there was prior permission given or a prior Conditional Use Permit. None existed at the time, which prompted my notice of violation to the applicant, advising them on the need for a Conditional Use Permit. Applicant immediately began complying with our request, and applying for the Conditional Use Permit. The Google Earth photo that you see is from 2017, showing that they did have the shipping container prior to our 2022 introduction of the section of the code that we're referring to here.

Assistant City Manager Alvarez: A review of this applicant's file did show that any improvements that he's made to the property have all gone through previous building inspectors, so they had a nice file showing applications for building permits.

Member Hammer: I have a question about setbacks. Are shipping containers subject to setbacks?



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: E.6

SUBJECT: Discussion/Action: Conditional Use Permit 1306 Nickel St.

DEPARTMENT: Community Development

DATE SUBMITTED: January 22, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

See P & Z Meeting Packet

Public Hearing was held at the Planning and Zoning Meeting on 1-12-2026. No opponents or proponents

Recommendation:

Board recommended approval.

Attachments:

- P & Z Meeting Packet
- Draft Minutes

Fiscal Impact (Finance): Choose an item.

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 1-28-26



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 1-12-2026

ITEM: Public Hearing/Discussion/Action – Conditional Use Permit 1306 Nickle Street

BACKGROUND:

Applicant is requesting a conditional use permit for shipping container. Property is located in the R-3 District. Shipping container has been on the property since at least 2017. Ordinance did not take effect until 2022. Conditional Use Permit will bring property into current compliance.

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.

SUPPORT INFORMATION:

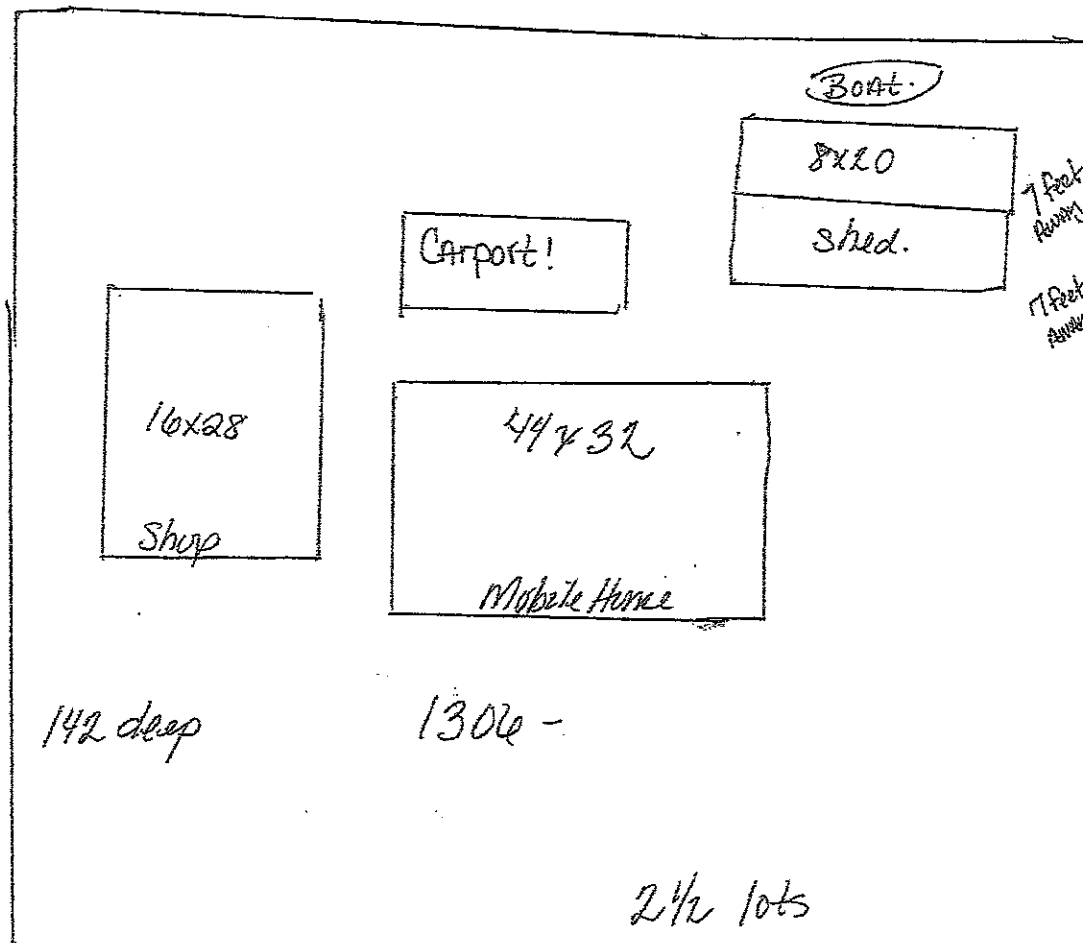
Site Plan
Parcel Map
Public Hearing Notice
Applicable Code

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

Robert L. Brown

1306 Nickel

Titanium Street.



Simpson St.

13
Address
Residence

1310.
Address
Residence.

Marshall St.

Nickel St.



1306 Nickel St, Truth Or C

Show search results for 1306 I



100ft

20 Degrees

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Con



*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.gov*

*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, January 12, 2026, to receive input regarding the following:

Public Hearing/Discussion/Action: Conditional Use Permit at 1306 Nickle St.

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.

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

The agenda may be obtained on Friday, January 9, 2026 on the city website calendar at www.torcnm.gov; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.gov.

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

Publish on the following date:

- Sentinel— Thursday, December 18, 2025

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date_____ Address_____

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

Chairman Sisney made a motion to recommend approval to the City Commission for a Conditional Use Permit at 1101 Marshall St . Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

Chairman Sisney: We recommend to approve your request, it'll go onto City Council now.

Assistant City Manager Alvarez: It'll be on the City Commission meeting for January 28th, they'll do the final determination.

Member Hammer: Sorry, when was the date of the Commission meeting?

Assistant City Manager Alvarez: Is it the 28th or 29th?

Deputy Clerk Martinez: January 28th at 4pm.

b) Public Hearing/Discussion/Action: Conditional Use Permit at 1306 Nickle St.

Chairman Sisney opened the public hearing.

Proponents: No Proponents

Opponents: No Opponents

Code Enforcement Officer Knoll: As with the previous property, this was brought to my attention from an anonymous complaint. Upon driving by the property, I did observe the shipping container, I followed up with Traci to see if there was prior permission given or a prior Conditional Use Permit. None existed at the time, which prompted my notice of violation to the applicant, advising them on the need for a Conditional Use Permit. Applicant immediately began complying with our request, and applying for the Conditional Use Permit. The Google Earth photo that you see is from 2017, showing that they did have the shipping container prior to our 2022 introduction of the section of the code that we're referring to here.

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Member Hammer: I have a question about setbacks. Are shipping containers subject to setbacks?

Assistant City Manager Alvarez: They're subject to the accessory building setback, which is 5 feet.

Member Hammer: Is this within the setbacks? I drove by but I couldn't tell.

Chairman Sisney: 7 feet, on the drawing.

Member Hammer: Oh, thank you. That's from the side, right? And then, is there a setback for the back as well?

Assistant City Manager Alvarez: 5. It's considered a temporary accessory building because it's moveable, so it's just a 5.

Member Hammer: I drove by this property, it's very clean, it's very inconspicuous on the back of the property, so I have no problem with this.

Assistant City Manager Alvarez: And I will say, we've not received any calls on any of these properties; any calls, questions, or concerns from anybody that was mailed certified mailings.

Chairman Sisney closed the public hearing.

Member Hammer made a motion to recommend approval to the City Commission for a Conditional Use Permit at 1306 Nickle St. Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

c) Public Hearing/Discussion/Action: Conditional Use Permit at 1301 Platinum St.

Code Enforcement Officer Knull: Again, this property was brought to my attention by an anonymous complaint. Driving by the property, I didn't see any further violations that would stipulate any cause for concern with this shipping container. Notice of violation for failing to have a Conditional Use Permit was sent to the applicant, they immediately began trying to comply, and applying for the Conditional Use Permit. If you go through your packet, you will see the Google Earth photo from 2017, you can see that this shipping container was also placed prior to our implementation of the code pertaining to this section. They are located in the R-3 district, which allows for them to have this with a Conditional Use Permit. They do have 5 foot setbacks on the front and side of the shipping container, meeting our setback requirements. The applicant is also present for any questions.

Assistant City Manager Alvarez: And I couldn't get Google Earth to give me anything that was readable prior to 2017, so I do believe the applicant said this one had been there longer. The



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: E.7

SUBJECT: Discussion/Action: Conditional Use Permit 1301 Platinum St.

DEPARTMENT: Community Development

DATE SUBMITTED: January 22, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

See P & Z Meeting Packet

Public Hearing was held at the Planning and Zoning Meeting on 1-12-2026. No opponents or proponents

Recommendation:

Board recommended approval.

Attachments:

- P & Z Meeting Packet
- Draft Minutes

Fiscal Impact (Finance): Choose an item.

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 1-28-26



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 1-12-2026

ITEM: Public Hearing/Discussion/Action – Conditional Use Permit 1301 Platinum Street

BACKGROUND:

Applicant is requesting a conditional use permit for shipping container. Property is located in the R-3 District. Shipping container has been on the property since at least 2017. Ordinance did not take effect until 2022. Conditional Use Permit will bring property into current compliance.

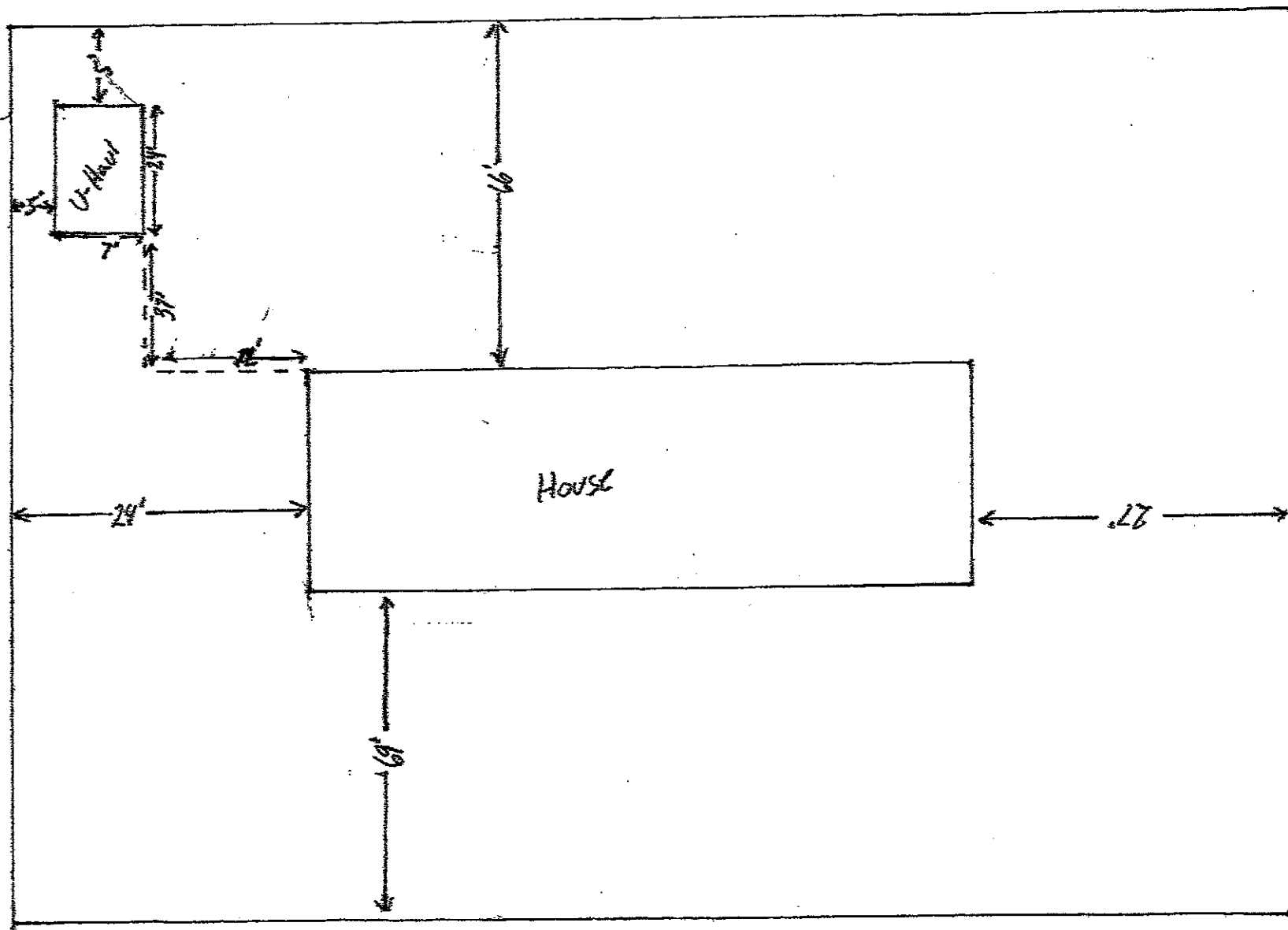
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SUPPORT INFORMATION:

Site Plan
Parcel Map
Public Hearing Notice
Applicable Code

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

Conce Height
7'3"



Simpson st

Platinum st



1301 Platinum St, Truth Or

Show search results for 1301 Pla



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Com



*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.gov*

*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, January 12, 2026, to receive input regarding the following:

Public Hearing/Discussion/Action: Conditional Use Permit at 1301 Platinum St.

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The agenda may be obtained on Friday, January 9, 2026 on the city website calendar at www.torcnm.gov; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.gov.

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

Publish on the following date:

- Sentinel– Thursday, December 18, 2025

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date_____ Address_____

Findings of facts for recommendations and decisions.

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3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
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6. In any other respect impair the public health, safety and general welfare of the City; or
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**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, JANUARY 12, 2026**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, December 12, 2026 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy Clerk
Gary Whitehead, City Manager – arrived at 4:23pm

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

a) December 8, 2025.

Member Hammer made a motion to approve the minutes. Member Kent seconded the motion. Motion carried unanimously.

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

There were no comments from the public.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

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

a) Public Hearing/Discussion/Action: Conditional Use Permit at 1101 Marshall St.
Chairman Sisney opened the public hearing.

Proponents: No Proponents

Opponents: No Opponents

Assistant City Manager Alvarez: As you know, we're going to be working on transitioning a little bit from some of the Planning & Zoning stuff out of my office and over to Code Enforcement's office. Since these are properties that he is very familiar with, I'm going to let Officer Knull present all three of these items. I will say, for all three of these, all certified letters were mailed out to the surrounding properties, all application fees and everything were submitted and they're good to go. With that, I will turn it over to him and he can present the first one.

Code Enforcement Officer Knull: The property at 1101 Marshall Street has had a shipping container on their property for quite a while at this point. The property was originally brought to my attention via an anonymous complaint. When I followed up at the property, I observed the shipping containers on the property. I immediately followed up by mailing out a certified letter for a notice of violation, advising the applicant of the violations on the property, of section 11-10-4 which is our storage and shipping container section of the code. Per R-3, which is where the property is located, you can have a shipping container on the property with a Conditional Use Permit. The applicant, at the time, did not have a Conditional Use Permit, which led to my notice of violation. The applicant immediately started following up and started the process for the application for the permit, and I've received no further complaints.

Assistant City manager Alvarez: I will add that Tyler did reach out to me as well, I did pull the file and you'll see a Google Earth picture, the applicant had the shipping containers there, it wasn't on the Google Earth from 2022, but please keep in mind that our shipping container ordinance took effect late 2022, early 2023. So, the shipping container was placed on the property prior to us having any regulations for it. Therefore, it is potential, or possible, that they could have received permission or allowance, or they didn't have to receive permission or allowance through the previous ordinance, because we didn't have anything stipulating codes or requirements for shipping containers. The applicant is here in attendance if you have any questions.

Member Luchini: Is that not a grandfather clause?

Assistant City Manager Alvarez: It potentially could be, but unfortunately when we did the shipping container ordinance, we did not add that in. In our other building sections, it does say

that there might be non-conforming properties, or properties that maybe were allowed, like our setbacks, if you look at a lot of older homes in the downtown area, they obviously don't meet our setbacks because that was not a thing. So, we don't have to make them tear down and rebuild. In the sense of a shipping container, because it's a Conditional Use Permit, it was our thought process, until we amend the code to say, "Maybe we can do this as an administrative order" that it would be better for these people just to get a Conditional Use Permit on-hand, unless there's some glaring reason that the board feels they shouldn't have that shipping container. For that, again, you'll have to refer to your 7 findings of facts. For all three of these, they were anonymous complaints that came in, I think somebody was out doing a drive-by for some stuff, they hit a few different properties, and that's why they're being brought to you at this time.

Vice Chairman Buhler: Are the shipping containers in front of the building now?

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Chairman Sisney: This is on my way home, and he's done a lot to improve the property, it looks really good now.

Member Hammer: Are there other complaints against this or the other properties besides just shipping containers? That was the complaint?

Code Enforcement Officer Knull: No. That was pretty much the complaint, and they came in within the same weeks. As Traci stated, I think someone was driving around, they might have received a notice for something and started looking for some stuff. It is something that now, I've been going around, myself, and looking for, simply to let people know that we are requiring Conditional Use Permits simply because we don't have the grandfather clause. Just for future reference, you should expect more of these coming your direction.

Vice Chairman Buhler: I think it's a good thing that people are coming forward.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Conditional Use Permit at 1101 Marshall St . Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

Chairman Sisney: We recommend to approve your request, it'll go onto City Council now.

Assistant City Manager Alvarez: It'll be on the City Commission meeting for January 28th, they'll do the final determination.

Member Hammer: Sorry, when was the date of the Commission meeting?

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Member Hammer: Oh, thank you. That's from the side, right? And then, is there a setback for the back as well?

Assistant City Manager Alvarez: 5. It's considered a temporary accessory building because it's moveable, so it's just a 5.

Member Hammer: I drove by this property, it's very clean, it's very inconspicuous on the back of the property, so I have no problem with this.

Assistant City Manager Alvarez: And I will say, we've not received any calls on any of these properties; any calls, questions, or concerns from anybody that was mailed certified mailings.

Chairman Sisney closed the public hearing.

Member Hammer made a motion to recommend approval to the City Commission for a Conditional Use Permit at 1306 Nickle St. Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

c) Public Hearing/Discussion/Action: Conditional Use Permit at 1301 Platinum St.

Code Enforcement Officer Knull: Again, this property was brought to my attention by an anonymous complaint. Driving by the property, I didn't see any further violations that would stipulate any cause for concern with this shipping container. Notice of violation for failing to have a Conditional Use Permit was sent to the applicant, they immediately began trying to comply, and applying for the Conditional Use Permit. If you go through your packet, you will see the Google Earth photo from 2017, you can see that this shipping container was also placed prior to our implementation of the code pertaining to this section. They are located in the R-3 district, which allows for them to have this with a Conditional Use Permit. They do have 5 foot setbacks on the front and side of the shipping container, meeting our setback requirements. The applicant is also present for any questions.

Assistant City Manager Alvarez: And I couldn't get Google Earth to give me anything that was readable prior to 2017, so I do believe the applicant said this one had been there longer. The

applicant just handed me a letter from a previous owner, it looks like it was placed there sometime between 2012 and 2017.

Member Hammer: Are there any complaints with the letters or anything, besides the call?

Assistant City Manager Alvarez: No, nobody's contacted us on any of the certified mailers.

Member Luchini: I have a question, so Tyler, regarding the "complaint", is it a complaint or just a notification?

Code Enforcement Officer Knull: I technically consider anything like that a complaint of violation of code. Depending on how you take it, it could just be notifying me of it.

Assistant City Manager Alvarez: So I received a voicemail on these, and I emailed Tyler, and the complaint was specific that they had a shipping container, and in reviewing minutes to the Planning & Zoning meeting, there had been no time that they had come before the P&Z Commission. The person did their homework.

Code Enforcement Officer Knull: I'd like to note, for all applicants including this one, I received nothing further after this initial call.

Member Hammer: I appreciate everybody coming into compliance, and I have no issue with this container.

Member Luchini: I agree. These are renewable, right? They have to be renewed every year?

Assistant City Manager Alvarez: Yeah, annually. We'll look at that section of the code so that we can, potentially, be doing that administratively and not having it come to the P&Z Commission every time, unless there's a question or concern. But if the property remains in the same condition, nothing has moved, and nothing's changed, it seems a little redundant and costly to have public meetings for the applicant and for the city as well.

Member Hammer: How much is it to apply for a Conditional Use Permit?

Assistant City Manager Alvarez: The application fee is \$25, and then we're right close to \$10 per certified letter that gets sent out. So if you're in a congested area, that could add up. What I usually tell my applicants, and what I abide by is, if I have one property owner and they're listed

on the assessor's website with the same mailing address, and they own multiple properties, I'm going to mail them one letter, I'm not going to mail them 7 and charge for 7.

Member Hammer: I know this is a little off-topic, but related, is there a way we could extend the renewal to like 3 years or something? A year seems excessive.

Assistant City Manager Alvarez: You could potentially make the decision to do that, and that's something we'll talk about in the workshop, because it specifically states in our code it must be an annual renewal.

Member Hammer: Right, it just seems excessive.

Assistant City Manager Alvarez: Just remember that the Conditional Use Permits aren't necessarily only specific to shipping containers. Right now, in our code, there are other things that require a Conditional Use, so if you make that blanket statement, you may be making that blanket statement for something other than a shipping container.

Member Hammer: Well maybe we could just make it for shipping containers or something that we felt like didn't need to be renewed, unless the property changed hands, and then the new applicant would need to come in.

Assistant City Manager Alvarez: So Conditional Use Permits technically should not, and this is something we will discuss, like I said, in the workshop, on a Conditional Use Permit, they are specific to the property owner only. That's what's different than a Special Use Permit, that goes with the property. So technically, if any of our applicants decided to move, then yes the new applicant would have to come in and do the whole thing over again, even if they didn't move the shipping container, they would have to go through the process.

Member Hammer: Okay thanks for clarifying.

Member Luchini: Is it per container? If they had multiple container on one property is that fee per container?

Assistant City Manager Alvarez: No, it's a \$25 application fee. So every time they have to do a public hearing, it's \$25. It doesn't matter if they're doing it for 5 shipping containers or 1, as long as they're doing it at the same meeting.

Member Luchini: So what if they add a container?

Assistant City Manager Alvarez: Then they would have to go through the process again.

Chairman Sisney opened the public hearing.

Proponents: No Proponents

Opponents: No Opponents

Matthew Hill, Applicant: For the yearly renewal, do we have to go through the whole same process? What does that look like?

Assistant City Manager Alvarez: Right now, it would have to come in front of the Planning & Zoning Commission, I believe, on a Conditional Use. I don't think we have to send out the certified mailings, and it might be something where you don't even have to be in attendance, I'll have to review the code on that, it might just be something simple where [Code Enforcement] goes out and does a property inspection, we bring it to the Commission, maybe we do it every few months, and we bring a whole bunch of them and say, "These are annual renewals, property looks good, no changes." And go through that. But as far as the application fee and certified mailings, that is not part of the annual process. If it is, we'll change it.

Matthew Hill, Applicant: Okay, thank you so much.

Chairman Sisney closed the public hearing.

Member Luchini made a motion to recommend approval to the City Commission for a Conditional Use Permit at 1301 Platinum St . Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.

5. NEW BUSINESS:

a. Discussion/Action: Future Workshop Planning Items

Assistant City Manager Alvarez: I'm going to address a couple of them, and hopefully by the time I get done speaking our City Manager will be here, because he has items. The first section has to do with manufactured housing, if you could put that aside right now, I'd like to wait for the City Manager on that. The next section I have in there is the code for Conditional Use Permit, Variance, and Special Use Permit. Those are items you guys have spoken about that we wanted to do some clarification on, so I included those. The idea behind this item is for you guys to maybe come up with your next set of sections of the code that you may want to start looking at, reviewing, and making some recommendations. The only thing I would say, when it comes to the Special Use, the Variance, and the Conditional Use Permit, is, don't just go by

what I included in here, if you guys could get online to the actual municipal code, and in the search bar, make sure you type in the word "Special Use Permit" or "Variance" or "Conditional Use Permit" so that you make sure you're hitting all areas of the code that might require something like this. I just didn't want to overwhelm everybody with a whole bunch of paperwork at this time. With that, I guess we can take a look at the Conditional Use Permit requirements. I think, for the review portion, it's actually spelled out decently right there. It's subject to review on its annual anniversary following approval. If it's current use is significantly different or larger in scale than originally approved, then the P&Z board could revoke it. With that, I think that gives us a little bit of administrative ability to review something, and if it's the same as what you approved it, I think we could administratively continue the approval, and maybe just bring them as an update during the staff comments or something that we've reviewed and approved the following. That way, if you had questions or concerns about it, you would be able to ask at that time. The Variance request, that's been a topic I know you guys would really like to dive into, kind of figuring out what the Variance – and you know what, I think on the Variance information, Tyler and I had a really good discussion, he went to a really good zoning meeting, and Variance is something that came up with a lot of municipalities, so I'll let Tyler chime in.

Code Enforcement Officer Knull: So as you guys know, annually, I attend the New Mexico League of Zoning Officials Conference through the municipal league. At this year's conference, these topic that you guys are covering, that we're talking about changing in our code, these are things that came up with almost every single municipality. Everybody is having the same issues we are. The big thing to remember with our Variances, and actually the way that our code write it, it kind of lays it out for you. Variances are supposed to be for hardships with the plot. So if you have a non-conforming lot that's not a proper size, or maybe you can't meet the setback requirements because you have a weird triangle shaped lot, that's what a Variance is supposed to be. They were calling everything else a "Procedural Variance". Basically, I don't want to put a site-obstructing fence because I think I just want to put a chain link fence, so I'm going to request a Variance. That would be what everyone else calls a Procedural Variance, and they don't allow it. Variances should be, what they agreed on, specific to how the lot size and lot shape is, nothing else. If you don't want to do something just because you don't want to take the extra time or spend the extra money, then that's not how we are supposed to be doing things, we're allowing Variances only for non-conforming lot sizes. Our current code actually lays that out, "The subject property must be irregular, narrow, shallow, or steep or otherwise, have physical conditions where application of the requirements of this Code would result in practical difficulty or unnecessary hardship to the owner in the use of his land or building." That's how our Variance currently reads, and I don't see an issue with it, I think that we've kind

of just misinterpreted that, and allowed people to not put a façade on a building, requesting Variances. So however you guys want to take that and run with that anecdote, I guess.

Chairman Sisney: Alright Officer Knull, so if that's the case, what would be the proper approach?

Code Enforcement Officer Knull: So basically, we should wait for an applicant to bring forward why this is an unnecessary hardship, why their plot doesn't allow them to meet a setback requirement or some other provision of the code. We shouldn't be hearing Variance requests that are, "I don't want to put a site-obstructing fence, I just want to put chain link."

Assistant City Manager Alvarez: I want to expand on that a little bit, so right now the way our code reads, it really gives authority to a building inspector only, which is part of the problem with our code. Now that we don't have a building inspector, and we will have a zoning approval only, we need to restructure our code so that, whether it's me, Tyler, or anybody else in this position, we have more authority to be able to make those decisions and tell an applicant, "No, this does not meet the requirements of a Variance, you cannot bring this to Planning & Zoning." Right now, we don't have that authority. We have to rely solely on you as a Commission, and then our City Commission. So it's a matter of restructuring our code to give us the proper authority that we don't have right now in the code.

Member Hammer: Can you summarize the other items, other scenarios, that would fall under a Variance request, besides setbacks? What other categories? I'm just not thinking of them off the top of my head, I'm sorry.

Code Enforcement Officer Knull: Yeah, and it's a little difficult to think of anything off the top of my head other than setbacks. Maybe you can't put a façade on one side because you physically can't get to that side of the building because of a steep incline on one side of the property, or something like that.

Assistant City Manager Alvarez: If the property is a non-conforming lot, you may not be able to meet the size requirements, the minimum lot size requirements, or the minimum dwelling unit size. Those could be potential options.

Member Kent: I just have a random question, because it kind of came up recently and you mentioned the fences. So say you own a corner lot, I know corner lots are supposed to adhere to a site triangle, if someone didn't want to do that and they wanted to build a site-obstructing fence all the way up and in the corner, is that something that would need a Variance?

Code Enforcement Officer Knull: We can still deny it. So it says "unnecessary hardship" where site triangles are very necessary because it's the safety of traffic and pedestrians.

Member Kent: Okay, well there's a violation, just so you know.

Code Enforcement Officer Knull: We do have quite a few properties that are grandfathered in, with a site triangle situation.

Member Kent: This was built in the last 4 weeks.

Code Enforcement Officer Knull: It's possible that I'm probably not aware of it, then.

Member Kent: I'm just wondering how it got built without ever having a request to be allowed to do that.

Assistant City Manager Alvarez: Because, potentially, they didn't submit to P&Z, and that's where I really urge you guys, as board members, and getting out to the public, if you see something like that, turn it in so that we can take a look at the files, see if something went through or didn't go through, and then proceed from there.

Member Kent: It was one of our local builders, so I'll follow through.

Assistant City Manager Alvarez: The only other thing I'll say regarding the Variance, so you guys have been seeing Variances for anything and everything. So if somebody comes in and they want to do something, I give them what the code states. I encourage them, and tell them, this is how they should do it. Every once in a while you get somebody that says, "Well why can't I ask for a Variance? What about a Variance?" that's when my hands become locked, once they bring it up. I don't tell somebody, "You know, if you don't want to do it this way, you can come to P&Z and get a Variance." It's when they really start pushing the argument, "Who do I talk to? I want to speak with the City Manager." Then that's when we tell them, you know, because again, I don't have that authority within our code to make that determination, so that's when it comes to you guys. That's the section of the code for Variance that we probably need to look at, and then of course we talked a little bit about the Conditional Use Permit, and there along the lines of the Special Use Permit, looking those over, and see what potential changes you guys want to make. Or, this might not be something you guys want to dive into right now, that's part of this item on here is deciding what you guys want to tackle. I pulled the manufactured homes stuff aside and said we'd wait for the City Manager to get here to discuss that one.

City Manager Whitehead: Oh, great.

Chairman Sisney: Can you give this to me again? So somebody comes to you, wants to put up a carport. You tell them –

Assistant City Manager Alvarez: I find out what zone they're in, I provide them what their required setbacks are, for how many feet for the port in the front, the rear, and the side, that they have to meet. Sometimes, like in the case with the one that came to you guys not too long ago, they didn't have the spacing, they couldn't meet that setback, they said, "What can I do? I can't do that. I need to talk to the City Manager, do I go to the City Commission? Who do I go to?" and I said, "Your only recourse at this time would be to request a Variance through the Planning & Zoning Commission and get their recommendation or denial, then it goes to City Commission for final determination."

Chairman Sisney: So do we have that authority now? I guess I'm confused, do we have the authority or do we not have the authority?

Assistant City Manager Alvarez: I don't have the authority to tell somebody, "Yes, you can have that Variance." You guys, as a Planning & Zoning Commission, have the authority to recommend to approve or deny it. That recommendation would go to the City Commission and the City Commission ultimately has the authority to override, realistically, anything within our municipal code.

City Manager Whitehead: And in discussions with the attorney, because I read the code when I came on board, similar in the way Tyler is, and we haven't discussed this, Tyler is entitled to his opinions, but we have work to do on this, which is the city attorney and the City Commission have been in a liberal position where they feel like if somebody makes a reasonable request for a Variance, they want to hear it and consider it. That's what our attorney has said to me is, over the course of history, there's not been a Commission that's taken a strict position, "Those are the 4 items, that's the way it's going to be." They wanted to say, "If somebody comes and makes a reasonable request, we want Planning & Zoning to hear it, have a hearing, discuss it, give their concerns, their reasons yes and no, and then let the Commission ultimately decide." My position on a Variance is, if that's the way we're going to, which that's okay, there's no rule that says that's not okay, but the code should be clear in saying, "A Variance is going to be considered for these reasons." And it's black and white an the process is clearer, where you get that consistency. Or, is it going to be more restrictive? That's what we kind of have to decide and clean up this language, because it feels like the language in the code is kind of ambiguous,

and it allows the attorney to say to me, when I say, "It doesn't look like it says we can do that." Well then he can show me where he feels like it does, so it's not clear. Moreso, Variance feels pretty easy to me, it could be a lot of things to do, but the Special Use and the Conditional Use are things that I think we really need to talk about. If we're going to let a barber shop go in a residence, and we're going to say, "We want people to have business and we want to do economic development." I'm using that as an example, that's a Special Use, it has to be renewed on an annual basis, and when it's gone, it's gone. Those kinds of things need to be black and white where everybody knows that if I sell a property, it can't be a barber shop again, it's over. And we get it, because nobody complained, right, so I think you have to be clear on what the reason is for doing this.

Member Hammer: Are you guys working with the county as well? Because sales go through the county, right, and then they get assessed. If there's a transfer of hands with the property, I'll use the barber shop for an example, let's say I'm going to buy a house and there's a barber shop in it, and that's why I want to buy it, because I want to cut hair. How do I find out if that's even okay in that zone? Because I think there's an education problem, a lot of people just don't understand, there's zoning, and you can have businesses in commercial but you've got to get a Variance, and I think there's some ambiguity and lack of knowledge. After they bought the property, and then I would be really disappointed if I couldn't do that, you know.

Assistant City Manager Alvarez: I will say, I get inquiries, people that are doing their due diligence, I get a lot of inquiries where people say, "I'm looking at purchasing this property, one was an RV park not too long ago, it had been an RV park since way back before a lot of our times, and they just wanted to know if they purchased that property, if it could still operate as an RV park, and per our code, yes it can still operate as an RV park. It was an active RV park, it still had RV's in it. So there are people that do their due diligence, they do contact me and say, "This is what's going on with the property, can it still operate?" but like you said, there are people that maybe don't know and don't do that.

Member Hammer: Are you seeing issues retroactively? I'm glad people are being proactive and doing their due diligence, but are you also getting complaints like, "Hey I bought this and I assumed that it would fall under this zone." Or whatever, maybe this is a non-issue, that's what I'm trying to understand from your experience.

Assistant City Manager Alvarez: Yes I had one recently and I just can't recall.

Code Enforcement Officer Knull: We had one off of Pershing with an RV actually, the person believed that they could utilize it as an RV park, thinking that they had previous permission to

do so, and they never had any permission, we did weeks of searching for it, and couldn't find anything saying they did, so ultimately we had no choice but to pull the RV off of the lot, they were not allowed to be doing what they were doing. So that was a retroactive issue for that.

Member Hammer: Okay, I think I know the property. Thank you.

City Manager Whitehead: I think in some instances, we should be fair. In some instances, people get compliant, I'll give another example which was Carrie and the folks that came in for the car storage, they felt like it was commercial property so they could open their business, and they were preparing to open their business, but when we started getting complaints about cars, we reached out and they got really active, came in and looked at the code, and went through the process and recognized it. I think when you can get people, and again, we can find out and communicate with people that want to do the right thing, it can work. Back to the Variance, for me, that's what makes it tough to say, "We're just going to be black and white." If it's only these items, because I think it's a small community that wants to do things, you need the ability to say, "That's a fair and reasonable consideration, it doesn't affect the neighbors, it's probably a little bit off, and we should be able to consider it at least." So I think you have to kind of tilt the code to allow it. The last piece, back to communication, I've always kind of struggled with this one, which is, how much should we be leaning and depending on the real estate community to also be a voice for us as well? If I'm buying a home through a realtor, they show me that house with the barber shop, does the realtor have an obligation under their errors and omissions to say, "This piece of property, even though the barber shop is here, will still require that you go back to Planning & Zoning." I think there's an education piece that we have to do to make sure that we're partnering, if you will, with real estate. But then, that doesn't change the fact that if I own the house and I sold it to you on a real estate contract, we met at a restaurant and you said, "I always wanted to own that." That opportunity wouldn't exist, so potentially you may be right, where we have to work harder with the county to make sure that those opportunities are available. It always really comes down to communication.

Member Hammer: It feels like it should be in a disclosure or something, "These are the permits that have been on this property." I don't know, but that's me, I like data.

City Manager Whitehead: I think we can work on that. Do you want to discuss the mobile home opportunity? That sounds like an interesting one. So we have a particular piece of property, it's a mobile home park, it's over in the Coleman/Caballo Road area, but let's just say we have mobile home parks throughout the community. The request that's been made, and obviously manufactured housing and mobile home parks are kind of a thing of the past, there are a few good ones in our community that are senior living, and the people that live there have been

there a long time, but as people move out, they're not refilling. The one in the middle of downtown is a great example, B&K, even though they've cleaned the property and it looks really good, there's not really anybody they're bringing in. So the request has been made, "Could we come up with a structure that would allow us to change the lot size within a mobile home park and find a way, then, to deed pieces of that so that people could buy those lots, and then put manufactured housing on them, or permanent structures?" and what they're using and they're citing is the lines of affordable housing, there is a tremendous amount of dollars available through the State of New Mexico through the housing that would allow brand new manufactured housing to go on the lot, and they would almost pay for most of it if you meet certain requirements and thresholds, but you can't do it in a mobile home park, you have to own the lot. So the request is, is there something that we can do? We've met multiple times with different people to ask about it, and we can't find anything in the code other than a Variance, and it feels like in this case it doesn't do us any good just to give a Variance for this, we have to put it in this potential code exploration, really discuss it, and see if there is a way to do that. Just thoughts.

Member Kent: So this would be, I don't know how to say it, so it's not a mobile home park anymore, it would be –

City Manager Whitehead: It *is* a mobile home park. It has 20 spaces, I'll be a little bit off, and it has 4 manufactured homes in it. Those 4 homes, because they can't figure out what to do, are kind of blighted, poor structure, so they can't get new people to move in because the old ones are bad, and they're just kind of stuck.

Member Kent: So they're trying to figure out a way to take these 4 spots, or all spots maybe someday down the road, where they can sell the little square of land, and someone can come put their smaller manufactured home on it. But it would still be in a community, so maybe now it's not a mobile home park, it's like a manufactured home community? I don't know.

Member Hammer: Like an HOA, right?

City Manager Whitehead: It could be a subdivision, it could be anything like that.

Member Kent: Well HOA is just the governing body.

City Manager Whitehead: Now I have 20 spots, and if you know anything about mobile home parks, they're pretty narrow. They'd probably be 25 by 100, or 25 by 50. No win order to kind of make it work, we have to not have 20 spots, you'd have to have potentially 10 lots, which

would be twice the size, because you'd want to be able to have some setbacks, so you'd have to come up with some rules, you know the size would be different. And it wouldn't quite be, in this particular case, there's no way for us to make it fit exactly to the zoning, give you 20 foot in the front, 15 in the back, and 5 on each side, it wouldn't work. It wouldn't fit.

Member Kent: I think ultimately this is a decent idea, we have to take an old concept and modernize it. I think having it, I don't personally want to see it just plopping around the town in these random little spaces, but having a community of lots that have been designated the proper size to allow for this type of housing does feel like something that would be smart to do. It would be like a little subdivision, and they would have their own – I don't even know all the rules for a subdivision, but that's not really the point right now.

City Manager Whitehead: In this particular case, here's this mobile home park, and the owners really need to sell it, they really need to liquidate it, no one's going to buy it as a mobile home park, no investor's going to come in and go, "Yeah, let me take on this headache."

Vice Chairman Buhler: They can never get their money back.

City Manager Whitehead: No, right. So then, as an investor, I would say, "If there was something in the code that would allow me to, based on the size and the scope, change it's use, is there a number to break even? Am I going to get a return on investment if I pay X for it? Because now I could sell the lots or I could divide them, put homes on them, and sell them." so now there would be an investment tool to it, that would allow you or I to buy it in its entirety. I wouldn't say, "Oh I'm going to take that one and make it a lot and sell it." no, it's got to be an all or nothing.

Member Kent: See that's where it gets a little, I mean there's things to discuss, but currently in a mobile home park, I assume that water and electricity comes onto the property, and it gets fed around to all the lots.

City Manager Whitehead: That's correct.

Member Kent: So, now there's not 20, there's only 15 because they have to be bigger, but how do you do it? If it's all still shared electric and plumbing, and the sewer and the water, it still has to have like an HOA or be some kind of designated subdivision neighborhood, I don't know what the right word is. So even though people own their little plot, there are still shared amenities, and it still has to operate as a –

Member Luchini: As a unit.

Vice Chairman Buhler: Well not necessarily.

Member Kent: Or are we saying that they have to change it so each one of these plots has their own sewer, water, electric, their own meters, and they are truly individual, and not sharing amenities – services, I should say.

City Manager Whitehead: I think if you were to do that, that would be what ultimately comes out, which is, I would agree with you, to say, we would have to put in a new water infrastructure into the center and then have to be able to provide everyone with their own meter, their own electric, and their own sewer. Sewer is not as important. But that could run down the back, I know this particular property. I think there's a way, but I think that's got to be what the conversation is. And I like what you said, let's take an old concept and make it new. This is the right thing that opens the doors to more affordable housing, and it's a reasonable decision, but then how do we do it to make sure that it can be duplicated? We'd have to come up with those conditions, you'd want to make sure that those are met, and then Tyler and Traci could say, "Here's the rules." And whether you even sold it, it wouldn't even matter, if I owned it, it would be better to say, "Can I do this and now I can take my property and turn it into something too." So we shouldn't just think of it as – but mobile home parks, I have a feeling are going to become more and more of a challenge in this modern era of people not really looking to do that anymore.

Vice Chairman Buhler: Well they'll be smaller.

Assistant City Manager Alvarez: That's something to consider.

Vice Chairman Buhler: Like we've had people come in that want to put 2. They want 2 people to be able to come in. Remember, we had that case where it was going to be a home that you could put in and take out. We did approve that because they had improved the area and made it better. They might be able to do half of their property, as you stated, and then leave the other half the way it is. I don't know, it's kind of one of those things, it's a case by case thing in a way.

Member Kent: Well I think if we're taking a mobile home park, it's case by case, you're talking about 1 smaller property, this is like a whole mobile home park, and we're saying let's change what it is.

Vice Chairman Buhler: Maybe it could be both for a while.

Member Kent: Or maybe half of it is still mobile home spots and the other half is re-platted and sold, and people have their smaller homes on there.

Assistant City Manager Alvarez: Something to consider, currently within our code for mobile home parks, we don't regulate the age of a mobile home that goes into a private mobile home park. We regulate the age of a mobile home that goes on a city lot, but within the private property of a mobile home park, that's regulated by the park owner. This can only potentially be an improvement to a mobile home park right now.

Vice Chairman Buhler: I think it's a good thing. It would be impossible for that person to ever sell what they'd want to sell it for, especially in the hot water district. It would be very hard to sell it as a mobile home, I would think.

Member Hammer: So as far as utilities go, every house that has electric has to have their own trash. So just something to consider. Would a park have a commercial trash can where everybody contributed, or would each house –

Assistant City Manager Alvarez: It would depend on the access, we do that already right now. Most mobile home parks, and even any of our long-term RV parks, each space, a lot of them pay for their own electric, and then they either pay trash individually, because that's what the mobile home park determines, they make them pay their own trash, or the mobile home park owner pays the trash with the water and sewer. And then our solid waste department determines, can they access that area with a dumpster or with polycarts? So that's kind of determined internally on how to best service. The charge itself is based on the ability to access and how many they're servicing. They could all pay their own electric and trash very easily, and then the solid waste department just makes sure that they provide them the access to get rid of their trash.

Vice Chairman Buhler: Now they would have an option, too, to build a home. They could build a home.

Member Hammer: A stick home.

City Manager Whitehead: I think so. Depending on what zone it's in. I didn't go look at that, that's a good point, are they in R-3, or are they in R-2? I don't think there's a mobile home park in R-1, there could be. But I think you would look at it from that, you could build a stick built

home, you could put in a modular, you could really do anything, provided we found a way to get the lot size to some minimum. It would have to be, I think 5,000 square feet is what opened the door to allow a 700 square foot build on it, if I remember right. In R-3, you have to have 5,000 and then you have to build a minimum of 7. In this particular case, if we went with something smaller, if we went to 500, could that work? We're in R-3, you could make a 4,800 square foot lot, which would do it, and then you could build anything that's 500 square foot and up, I'm not advocating one way or another, but that would be the concept, is do we set up a minimum that's probably a little bit smaller, and because of the conditions at the mobile home park built to have a mobile home park. I would just say, that's one topic to put on your radar and begin to think about, and we can potentially say we will consider this as well, as we start moving through this year to get this ordinance put together, and the changes we're going to make. We want to get started on that as soon as possible. We think the animal control is pretty close, we'll try to get that done, and then Tyler, Traci, and I will begin working on drafting the changes based on your dialogue to see if we can get some changes made.

Member Hammer: So you'd basically implement a different section and then call it something different, like let's say, tiny home village, or something, just to have a category that would differentiate itself from mobile home parks, or RV parks would be a third.

Vice Chairman Buhler: Or it could say private. Just privately owned.

City Manager Whitehead: I think something like that.

Member Hammer: But we'd need a zone.

City Manager Whitehead: But you're right, it would need a section, you have or want to buy a mobile home park, and you don't want to keep it a mobile home park, here's this option to allow you to do that under the auspice of creating affordable housing. Because again, I would think, in that space, it's going to be something that's in the \$100,000 to \$200,000 range, which is technically, today, what affordable housing is.

Member Luchini: So does the mobile home park, the word "park" get deleted?

City Manager Whitehead: It would be deleted, exactly. It would no longer be a park.

Member Luchini: Privately owned lots and homes.

City Manager Whitehead: It would be whatever this subdivision term is. It would be, yeah, a privately owned.

Vice Chairman Buhler: Development.

Chairman Sisney: Estates.

Assistant City Manager Alvarez: Housing.

City Manager Whitehead: Yeah, it would be something like that, and I would be now representing and selling these lots.

Member Luchini: Intending for mobile homes?

City Manager Whitehead: Intending for mobile homes, or a stick build.

Vice Chairman Buhler: Or a stick site build.

Member Luchini: Oh I see.

City Manager Whitehead: It would be intended for something that you guys felt was the right size. We're going to look at dropping the size down on R-3, and that's it. Or, if it's 700 square feet, it would say, "You can get 5,000 square feet in your mobile home park, you could sell that, we'd let you do that." And I'm sure we're going to want to get feedback from surveyor, feedback from the county to know how they would assess it, how it could be subdivided, because we wouldn't want to let Gary just go in there and go, "Here's my plan." It really needs to be surveyed, a deed needs to be generated, it needs to convey title, it has several legal sides of it that would have to be met. We wouldn't want to create – from my county days, I know that there are several places throughout the county where there are subdivisions that never went through the county, they were all sold on real estate contracts, and it's a challenge for some of those homeowners now to get deeds, even though they paid for it, it was never done correctly so now there's a challenge. So we'd want to be sure that we had it done correctly.

Member Kent: So with this, too, we could decide, potentially, in a project like this, maybe the minimum house size *could* be 500 square feet, but that doesn't mean all of R-3 has to allow 500 square feet. So we could never change the minimum on R-3, but we could allow it in these special areas.

City Manager Whitehead: Yes, I would think so. If you're thinking, again, what's R-3? If R-3 is going to be the standard, and all the mobile home parks are in R-3, then you're going to change that, but you're not wrong in that you could have another option in R-3. I think we would need to do the research, though, to see how many mobile home parks are in R-2 or R-1 and what that availability is. I don't think I thought about that as an option.

Vice Chairman Buhler: Would there be a height requirement too?

Member Kent: Well there already is a maximum height on any building.

Assistant City Manager Alvarez: Yeah, it's right around 36 or 34 feet, I think, in all zones.

Member Kent: Although, if you're building a 500 square foot house, I don't really think we want to see it being 35 feet tall.

City Manager Whitehead: Maybe 25 feet tall.

Member Kent: And I say this because I've seen very narrow, extremely tall houses being built in some of these small city lots, not here, but in other towns.

Member Hammer: Here, too.

Member Kent: Well, here, too, but not quite as small. So that is something we might want to consider in some of these. If we're allowing 500, maybe the maximum height is a little less, so they don't build these huge, tall, super skinny oddly-looking homes.

City Manager Whitehead: I could see that. If the code was a standard, let's make sure no one builds higher than 36, it really wasn't considered on lot size and scope, and I think maybe that could be an easy fix, to go look at other zoning areas where they say, "You have this much square feet for land, and you can only build this much square feet for a home, so you get setbacks, you get those things, and in those cases, it should only be X number of feet high, too." I don't know. It may be where we tighten that up and make those, you know.

Vice Chairman Buhler: I think that's a good idea.

Member Luchini: Would we allow Conex boxes in there?

City Manager Whitehead: Yes.

Member Kent: If there's room, I don't think there would be.

Member Luchini: As a residence, as a living unit.

Member Kent: Not as a living unit.

Vice Chairman Buhler: Well if one was allowed, it would have to meet all the restrictions and guidelines for having a permit.

Member Luchini: What if they want to have a carport?

Member Kent: If there's room.

Member Hammer: So this applies only to current mobile home or RV park properties, right? I can't just go into R-3 and go, "I want to make a mobile home park and then convert it to these small little subdivisions." Right?

City Manager Whitehead: Good point, I think you'd have that.

Member Hammer: Because I wouldn't want my neighbor to go, "Oh, that sounds like a great idea, I'm going to subdivide my acre into a bunch of tiny home plots." which would probably devalue my property in some way.

City Manager Whitehead: But on a twist conversation where that would be the condition, where you would say, "In R-3 you can have a tiny home village and these are the requirements to do so and your lot size, you can develop it." It could be, so it would have to be not covered under the mobile home change, it would have to be in on its own.

Member Hammer: Yeah, we need to include that in the ordinance, because that's going to be a possibility, if someone goes, "Hey, you're doing that with mobile home parks, why can't I create my little tiny home village? I've got 2 acres, or an acre." We've been talking about tiny home villages for a while, so it might be a good opportunity to tackle both scenarios.

Code Enforcement Officer Knull: And I'll say, as well, working with the animal control ordinance, part of what we're doing is trying to future-proof and prepare for things that are coming up, things that are trending, things that people may want to do in the future. Looking at these things, this may be something you guys want to attack and say, "You know what, this is a very

real possibility that people want to start building houses out of shipping containers, that's a very popular thing now, and some of them look really nice." Maybe that's something you guys want to start allowing and say, "This district will allow it, maybe here we won't, maybe we want to allow tiny home villages." Whatever you want to do, this would probably be a good time to start looking into those things.

Member Kent: Yeah, we'd love to look at where and how many. There might even be a percentage number or something, so it doesn't saturate a whole area.

Vice Chairman Buhler: Yeah, you'd have to have a certain sized property for something like that.

Member Kent: Yeah, and if there's already so many in that area, it's like, well, we have too many, but we could put one over there because there's none over there. I don't know, just to not have it –

City Manager Whitehead: As a committee and a group, you have to come to a consensus. We're going to allow, tiny homes, if you will, when we go down that road, we're talking about something less than 400 square feet, are we going to allow it anywhere? Are we going to allow it nowhere? Or are we going to allow it in specific areas? That's really, ultimately, what you guys have to come to terms with and then present to the Commission. Because those really are the only 3 options. I've heard you guys speak about it, we've talked about it, it feels like doing it in a subdivision type setting where it's an area and you can promote it and build it, where everybody in that area knows what they're getting and they want to be there for those reasons, and that's good. I would advocate, like Tyler just said, that you open it to the shipping containers and say, "That's where you can build it in there, but you've got to meet the standards and the goals."

Member Hammer: That really brings up the topic of urban planning in general. Our board doesn't really plan, you know, that's not really in our purview, although it could be, but do we have an urban plan of what the city should look like? Where do we want to focus development? Where do we want these tiny home villages to go? I feel like we start piece mailing, doing Variances, Special Use Permits, we kind of talked about this before, but if we had an overarching plan that we could drive towards, I think that would make our decisions a little bit more, maybe simpler? I don't know, but if we had a goal instead of just patchworking it together, I guess.

Vice Chairman Buhler: Do we have a planner that works within the city?

City Manager Whitehead: Traci. Unfortunately, in fairness to Traci, she does wear a lot of hats, I've been here a year now, so I've really gotten comfortable with what Traci does. She touches a lot of things that need to be touched, but really not in any significant way. She does do planning, but we really don't have a planning department. It just doesn't exist. If we needed to update, like we just recently went back to do the impact fees, and it has a component that requires we look at all the zones and decide where we're going to grow, it's just done with an engineering firm, we just have to hire someone because the law requires that you have that document in order to have impact fees. That's kind of the way we've done it. I would think it's not in our basket at this point. At some point, what we're trying to do, certainly in bringing Tyler on to help, to give Traci another support here with zoning, because it will be tough for her to deal with this, we have a lot of water projects. We got the first one done, and you see the stuff, it's here. What's more important? Figuring out if we want Conex boxes or getting water in the ground? So in fairness to defend her a little bit, no we really don't, we really haven't thought about it, but that doesn't mean that we can't begin to make that part of what we're doing here as well. We kind of get the code right, we give Tyler an opportunity to take us to another level, which I think he can. He's going to be limited, we've got to get him help, we've got to get him educated, get him the space to do more than what he's doing, but I think we can get some stuff done.

Code Enforcement Officer Knull: And I would like to point out, too, that's why, if you look at your codes right above manufactured homes, you'll see the section for purpose and intent. The reason that city ordinances, city codes, have a title and/or purpose section is to, basically, like Molly said, lay out the goal for what you guys want. That's how you interpret the code. So that's what people are going to look back to and say, "You know what, this says this and I feel like it says this but it clarifies it when I look back at the title and intent of the code of why they're actually saying no you can't do that here, because the title and intent says this." So you guys can completely change the title and intent of the goal to outline what your goal is to see how the city grows and improves. So that could potentially be something to look at and discuss with each other about what our goals are overall.

Member Hammer: Right. And that needs to come from you guys and the Commission, and it needs to be done a little bit by committee of like what is our 10-year urban plan? What is our goal? Because otherwise, we're shooting in the dark a little bit.

City Manager Whitehead: I'd like to finish by saying that unfortunately private development pushes us, that's just where we're at, we've never had a sewer line come all the way down Kopra until now that Love's is here, which has now opened that whole area for some kind of development. But we don't have the tools to go out there and push, somebody has to buy that

land and some developer has to decide, "Let's go make sure the zoning's right here and we're going to build some nice houses there." So we end up kind of chasing a lot of times. Take, for example, if the mine does happen, I'm hopeful for them, it's a private business, they've been working their tails off for 10 years, if it happens we're going to be really behind, if they're going to bring in 700 employees. We're going to get 10% of them, I've always believed that from the Spaceport to anything we do, we're probably going to get a 10% slice of that pie, but 10% of 700 people is still 70 families. That's a big deal, and we're behind the curve on where we would put them and how we would do it. It's a challenge, for sure.

Vice Chairman Buhler: I think any way we can work with the county, too, is important because they have money.

City Manager Whitehead: Well that was my presentation on the manufactured housing.

Assistant City Manager Alvarez: So the action item on the agenda is for you guys to decide which items, whether it be the ones that we presented today, or if there are other things you want to tackle, maybe come up with the subject for your next workshop. Then you will be able to work through it like you did with the other items, discussing it and then doing the position papers.

Member Kent: I still think one that we need to look at is the actual zoning throughout the city, is it an R-3, an R-1, etc. There are possibly areas that maybe need some updating of their zoning. Now that the city is growing and things are changing, that's one I wouldn't mind looking at.

Assistant City Manager Alvarez: As far as how everything is zoned?

Member Kent: Yeah, like should the hot water district have an overlay and not be in R-3, like Riverside is. There's T-1 –

Assistant City Manager Alvarez: So maybe we can put that on between now and the next meeting. Rezoning, from what I understand, and I'd have to double check with the attorney, but it sounds like it's maybe a little bit of a bigger thing than just an internal or Commission thing. Maybe what we can have is find out what it would take to do a rezoning. I could bring that information to you guys for the next meeting, and you could have some other topics.

Member Hammer: So besides the hot water district, Main Street, historic district, what other districts would we want to – I'm hearing that you might just want to layer over almost a sub-

zone, I don't even know what the term would be, but just like special conditions for an area that's not just R-3 or R-4.

Member Kent: Something along those lines, or – I'd have to look at a map – but there are areas that are like the M whatever and T. Does that still feel like the right zoning? Do we want to take some of those areas and make it where it could be residential or be something more than what it's currently zoned as, because the city is going to grow, so that would be an opportunity to kind of redefine things, protect certain areas, open up other areas, I don't know.

Member Luchini: That seems logical. Wouldn't you want your zoning areas to be zoned before you start changing mobile home parks into private lots? Does that make sense?

Member Hammer: I think it all has to be considered in the discussion, for sure.

Member Luchini: But does one supersede the other?

Member Kent: Maybe.

Member Luchini: Otherwise, they're going to be asking for a Variance.

Member Kent: Unless those, what we were talking about with turning the mobile home parks into these sort of smaller home communities, unless that is sort of a special type of development that is allowed in these areas, but yeah, that's all stuff that has to be considered.

Vice Chairman Buhler: I think we should, definitely look at the areas around town and discuss those.

Member Luchini: Would it be a thing that if somebody had a mobile park basically open mobile home park and wanted to delete the mobile home park, and build regular sized homes. Not small homes, not tiny homes, not smaller homes.

Member Hammer: Subdivide into larger lots, basically?

Member Luchini: Yes.

Member Hammer: Are people doing that?

Code Enforcement Officer Knull: I haven't seen it.

Vice Chairman Buhler: They will.

Assistant City Manager Alvarez: If somebody wanted to do that right now, I would think that they would just potentially go through the summary plat, the alternate summary procedure. If they've got a very large lot, one large parcel that's been a mobile home park, and they decided that they just wanted to get rid of the mobile home park and then sell it off into smaller lots, they could go through that alternate summary procedure, if it hasn't gone through that process, and then divide up the lots to meet the current standards and sell it that way.

Member Kent: Because then it's just being sold as a lot. It's not anything special, it's a lot. Is it big enough to build a house on?

Member Luchini: Would it be a different zoning?

Member Kent: No, it would just be a lot again.

Vice Chairman Buhler: Well if it were going to be like a subdivision, there are subdivision rules within the state of New Mexico.

Assistant City Manager Alvarez: A subdivision within our code, too.

City Manager Whitehead: It may be, again, we've not really found anything to help this particular ask, but it may be really a simple process, where if I have a mobile home park that's 2 acres, like it or not, it's 2 acres of land, is there a way to go through our summary plat and create private lots, that would meet access, and all those codes? Maybe there's no reason not to say that's as far as we want to go, either. I think that's a valid point that would be considered.

Member Hammer: Step 1.

City manager Whitehead: It feels like, when I look at this particular ask, which is on that mobile home park on Coleman, is that it's too narrow. There's no way to access it, it's got limited access, so you're going to have to do something to create better access, a drive-through, and then as I look around, maybe those other parks are that way, but I think we could certainly take the time to look through the city. We could spend some time just looking and seeing where all the mobile home parks are, because I really think it's worth our time to say, "Really, how much more land in downtown is changeable?" That's a question I'd like to know the answer to. How

many lots down there could we change and by the code, what could they be changed to? And now, what would we want to do to be different with that? Or do we really want to do anything? So I think the mobile home parks would be something we could present to you . I have some questions about, as you talk about zones, T-1. It looks like we have a lot of T-1 land around, and how do we start working within that? I've had some requests for different uses that are on T-1, so if they want to do that, now they've got to come and get a Variance, so should we open T-1 to be 4? I don't know. We have a lot of T-1 land.

Assistant City Manager Alvarez: T-1 is very identified, it's considered the transition district. It really just wasn't on the radar when they did the whole zoning map, it was so rural that they said, "Okay this is out there, and at some point in time, we'll take a look at the transition area, maybe incorporate it into R-1, R-2, R-3, commercial, manufactured, or industrial, as things start to develop." Nothing's been done there.

Member Hammer: So what do you guys want to do for our next workshop, then? Can we just focus on a couple topics? I think we kind of jumped around a bunch. We know what our homework is.

Assistant City Manager Alvarez: I will find out, with the City Manager, what it would take to rezone. I'll bring you guys that information, whether it's something that is simple, that the city can do on their own, or if it becomes something that's much bigger.

Member Luchini: Do the zones need to be defined more? Maybe I don't know enough about the zoning.

Assistant City Manager Alvarez: As far as what each area means?

Member Luchini: That's my question. Are we allowing Variances in zoning? Like R-1, R-2, R-3?

Code Enforcement Officer Knull: I guess, are you asking if we are allowing people to change their zone per lot?

Member Luchini: I think so.

Assistant City Manager Alvarez: That's spot zoning. If they can't meet the requirements that are set by code in their specific zone, then they come to you and request a Variance. Each zone, R-1, R-2, R-3, and transition, commercial, they all have set requirements on maybe building size, lot size, setbacks, all of that. They're all different. Right off the top, I can tell you in R-1, which is

more of the finer housing, or more strict housing area, they have to have a 25-foot setback from the front, whereas I think all the others just require 20.

Member Luchini: How about what's going on Riverside? The tiny lot wanting the extra tiny home. Was that just a Variance?

Assistant City Manager Alvarez: Yes, that was a Variance that came through the Planning & Zoning Commission.

Vice Chairman Buhler: Yeah he hasn't done anything, it's still empty.

Assistant City Manager Alvarez: Yeah, he can't do anything at this point. That time frame has expired. His Variance is no longer in effect, he's already been notified of that.

Code Enforcement Officer Knull: I believe he's actually selling the lot.

Member Luchini: Okay, so that and your point, which I thought about when they were applying for the Conex boxes, and per owner, that seems to be like it should be really – the realtors really need to let people know that they're –

Assistant City Manager Alvarez: Some of the realtors are really – I get calls from the realtors, but we can't regulate the realtors.

Member Luchini: I know.

Assistant City Manager Alvarez: But they do, there's a couple of the realtors that are, somehow or another, they even have my personal cell phone number, not sure where they got that, but I get calls on the weekends. I will get calls on the weekends, saying, "Hey I'm taking somebody out to look at this house and they want to know, could they potentially do this?" so we do have some, but not all.

Member Luchini: Yeah, some kind of communication, especially if there's no realtor involved.

Member Kent: Really, that's the due diligence of the buyer, sorry.

Assistant City Manager Alvarez: I agree. I've even reached out to our real estate, they all have the link to our codes, when we have updated codes, I've sent them information. I'm very much readily available when they email or call me, but we can only do so much.

Member Hammer: So Traci, back to this workshop ask, because you've put this before us as an ask, right? The staff would like for us to look at things and the sections of the code, the first bullet point here is the sections of the code applicable to Special Use Permit, Variance requests, and Conditional Use Permit. You would like for us to take a moment and review that, and bring back ideas and suggestions based on –

Assistant City Manager Alvarez: If that's what you guys, as a board want, those were my recommendations. If you guys have something else you want to look at, you can make that recommendation, but yes.

Member Hammer: I feel like if this is being raised, and you're looking at editing and revising the ordinance, it might be a good time to review it. Is that something we want to bring to the next meeting?

Member Kent: I mean we should probably finish getting through this, go off the list, something else can pop on the bottom, and

Member Hammer: I don't have a strong hit on the manufactured homes at this point. Is this more urgent, that we need to review this? Is it just something that's coming up?

City Manager Whitehead: I think it's just something that did come up.

Member Hammer: So it's on the road map. So we'll concentrate on these sections of the code for next meeting, a position paper, or feedback, etc.

Member Kent: So we can like finish that one off. Feel like we did it.

Member Hammer: Yeah. I think it's a good exercise for us to really understand that part of the code, too.

Assistant City Manager Alvarez: like I said, just hop on there and cross-search, because it's crazy how much everything interacts and touches each other.

Member Hammer: Okay, we can identify any anomalies or something.

Member Luchini: So what are we doing?

Vice Chairman Buhler: What section are we tackling first?

Member Hammer: All 3 of them.

Member Kent: Special Use, Variance, Conditional, we're just staying on that topic.

Member Hammer: We're reviewing the code for those 3 sections. But she wants us to use those search terms on the code online because they appear in many, many different areas, not just what's printed here. I think it's a good exercise, good.

Chairman Sisney: Are we ready to move on? The next item is reports from the board.

6. REPORTS FROM THE BOARD:

Member Luchini: I have a couple of things. First, the good news is I love those new electronic signs the city put up. They're very nice, easy to put messages on.

Assistant City Manager Alvarez: Oh, our marquees?

Member Luchini: Yeah, the one right here and the one in Williamsburg. And then I was just concerned about the city, I guess, having an address number on each property, just for ease of emergency situations, pretty top priority, and just general public knowledge of trying to find an address without google maps or such. Emergency, I say, because there's been a few stories in the news in other cities, where emergency services have gone to the wrong addresses and bad things have happened, or bad things happened because they didn't go. That's it.

City Manager Whitehead: A situation turned worse.

Member Luchini: Yes.

Assistant City Manager Alvarez: We do have a section in our code that does require people place their addresses out, so it is something, actually, that was brought to my attention by one of our other departments, because they were trying to locate a house for their work. I actually had just mentioned it to Gary the other day about it.

Chairman Sisney: What about street signs?

Assistant City Manager Alvarez: It's one of those things to get with Code Enforcement, I mean, if there are some that you notice, areas that you notice, you can let us know and we can reach out to the property owners and give them that section.

Member Luchini: Street signs, also.

Member Hammer: I had a challenging time finding these addresses for the Conex applications.

Assistant City Manager Alvarez: And I'll tell you, that's one of the things with our Public Information Officer, one of the things I can start with is just having her blast it out on social media, you know, the section of the code, reminding people of the importance of getting their addresses posted out there. But we also just received word, I think 2 weeks ago, we haven't gotten the official grant agreement yet, but it looks like the city may have been awarded some funding for a street sign plan – if I'm remembering properly off the top of my head – so that will also help because one of my frustrations has been when I go out and try to find a property, and I have to drive 5 blocks over to find out what road I'm on to come 5 blocks back. So our streets department tries, but people definitely like to walk away with signs, and I think over the years they've disappeared. If we get a really good sign inventory on what's out there and what's not, we can maybe get those all back in place, and it'll be easier to keep up on it.

Vice Chairman Buhler: I would like to also see where the city ends and where the county begins. I would like to see that on some type of a map if we have such a map.

Assistant City Manager Alvarez: We do, my zoning map shows the zone areas. The city parcel map, I could see about getting one of those, but you can go onto the Sierra County Assessor's website and they have their parcel map that identifies the city's limits, the county limits, the Village of Williamsburg, and Elephant Butte.

Vice Chairman Buhler: If I went by there, could they give me a copy of it maybe?

Assistant City Manager Alvarez: At the county?

Vice Chairman Buhler: Yeah.

Assistant City Manager Alvarez: Potentially, I don't know what they print out so I don't want to speak for the county.

Code Enforcement Officer Knull: It is also available online. You just click it and it'll highlight all of the separate incorporated areas. I recently used it to show the member of the public.

Vice Chairman Buhler: And that's through Mike's office?

Code Enforcement Officer Knull: Yes.

Assistant City Manager Alvarez: And you're welcome, any time, to come down to the office and I can show you how to access it online, too, because it can be a little cumbersome if you don't know.

City Manager Whitehead: You've got to get a copy of each map of the zoning. I was surprised at the zones when I saw them, so we should get a copy of that and give it to you electronically so you can see.

Member Hammer: Could I make a request on the zoning map, that we have clear delineations of where one zone starts and where one zone stops?

Assistant City Manager Alvarez: I don't have the ability to give really clear – I'm working off of a map that was generated, I don't know how many years ago, so my GIS system is a very old, antiquated system. So I can print out, but even myself, when I have to get close to the zoning, I have to get into that old system and really zoom in, and then kind of guess where the little black dots are in comparison to –

Member Hammer: As an example, that Pershing property that we've been talking about, that was really on the border, so I couldn't tell if it was, was it M-1, and C-1 or something? It was on the border of a commercial, and it was really hard to determine, what zone is this in?

Assistant City Manager Alvarez: I would say reach out to me, because I can, at the very least, pull it up on the GIS system.

Code Enforcement Officer Knull: And just to loop back around and help close out your question, as far as the addresses go, that is something I'm looking at actually figuring out how I'm going to approach that. I don't feel like starting to issue citations for that is something that is really necessary, but of course I'll be working with the PIO and Traci to figure out how we can get it out there that you need to make sure that your addresses are up to date. We even have issues at the Police Department, trying to locate certain addresses because there are just no numbers, and we make a solid guess and say, "Alright here we go." So that is something that we're

looking at, and it is unfortunate that we have properties like that, because like you said, it's a public safety issue, and it's a service issue as well. I'll be looking at how we can approach that.

Member Luchini: Thank you. That would be a good way to take advantage of the electric signs, just a quick message, whatever, "Put your address on your home" in better terms.

Assistant City Manager Alvarez: We are partnering with the county in doing some 911 address updates, so we have some properties in the city that have had to change their address because they were not addressed correctly. It'll just all tie into that, we can get a good public announcement out.

Member Luchini: I know you guys work hard, and I feel like when I come, I'm just like "You need to do this and this." But I really like the signs, and I appreciate the work you do.

Assistant City Manager Alvarez: And you know, you guys are our eyes out there. You guys are out there and you might see something or you're out there talking with the public, and they might see something. Please provide us that information. We follow up on that information.

Member Kent: I would like to say one quick thing on a positive note, the airport's looking great, the service has been really great. We were out there using it this last weekend, and my brother loved it, everybody was really nice.

Assistant City Manager Alvarez: That's great to hear, thank you.

Member Hammer: Happy Birthday to one of our members, Vice Chairman.

Assistant City Manager Alvarez: Happy Birthday.

Vice Chairman Buhler: Thank you all. Glad to be here.

7. REPORTS FROM STAFF:

Assistant City Manager Alvarez: I have a couple reports, but they're really quick. As you guys all know, and you've probably seen, Foch street is underway. They are working hard. If anybody is interested in getting a weekly update on the progress of that project, you can let me know or you can let Becca with MainStreet know, she's sending out weekly emails to the property owners that are right there, I think there are a few others that have also signed up. We have gone to bid and hired a contractor, and they are staging for our first big water project, what we call the shovel-ready project. They are going to be closing the road on Silver Street between 8th

and 9th, Wednesday, Thursday, and Friday, while they do some potholing. It'll be closed between 7am and 5:30pm. They will open it back up in the evenings. They are going to be hitting different water lines all over the city, so I can't tell you just one specific area, it is on our website. We're getting ready to meet internally to establish the same process we're doing with Foch, which is being able to provide weekly updates for anybody that wants to get on the email updates just to see the progress on stuff going on. We are getting ready to go to bid for our CDBG water meter replacement project, that'll replace approximately 900 meters, and take them from the read meters up to an AMI meter. Then, as we do these different water projects, any of them that have a meter associated would also be updated to AMI, so we will bring that up, which will eliminate some of the walking and water meter reading, it'll be automated. Going to bid very shortly on our WSPI-1 USDA project, which is another large water project. Right behind that is WSPI-2 to follow. Of course, DOT will also be coming through restriping downtown, so we will be going through orange construction cone fatigue very soon. As the public reaches out to you, just remind them, it stinks, but it'll all be better in the end. We'll get there.

Vice Chairman Buhler: Is there any news on the Lee Belle Johnson building?

City Manager Whitehead: We have an application in to the legislature for a Capital Outlay. I've met with a contractor to do potentially a re-stabilization of the building, that's what we're trying to get done. So we have that ask, and we'll see if we can get some funds to get that going.

Vice Chairman Buhler: Great, thank you guys.

City Manager Whitehead: It takes a long time, but we think that's the right process, to get the building's foundation stable, because the inside of the building is not in bad shape, we don't need an \$8 million project to renovate it, and it looks like the outside structures that were added later are the ones that are falling, the concrete is falling, so there's a process by which we could fix that up, the joists look great, and the building is really in pretty good shape, so we'll get something resolved there.

Vice Chairman Buhler: Good news.

Member Hammer: Yeah, that is good news.

Member Luchini: You mentioned Foch Street. Any really quick info on this diagonal parking, are the drivers going to raise a fuss about the change in traffic on Foch like they did on Broadway?

City Manager Whitehead: Yes.

Member Hammer: Watch your social media, it'll be blowing up.

Member Kent: Diagonal parking is wonderful so if they put it in, I hope people will embrace it.

Assistant City Manager Alvarez: Diagonal parking on one side of the street, and then parallel parking on the other side of the street, and it's traffic going both directions, not one-way.

City Manager Whitehead: A little tighter, a little slower, but it's going to be – you know, I came in on the end of it, but it's been in planning for 5 years – they've got nice lights that will be on the street, there's a set of speakers and sounds so there'll be music, it's really going to be pretty nice when it's all done, and it'll tie into doing celebrations downtown where Foch could be closed and McAdoo and Sims could be closed, and you'll have a nice corridor, then if we get Lee Belle going, you could have inside concerts, outside stuff, all right in the middle, it's going to be really nice. We've just got to get there.

Vice Chairman Buhler: We will together.

Member Hammer: When is the Police Station tour or open house?

Assistant City Manager Alvarez: We have an open house on the 20th at the new PNC building, for anybody to walk through and talk to the staff, the chief, to see what the conceptual design and everything is going to be. That's at 5:30pm. You guys should have received the public notification, I did ask for the Clerk's office to send it out.

Member Hammer: Yes, and they updated, I think, an address too.

Assistant City Manager Alvarez: That was my error, I don't know what happened with the assessor's website, but I punched it in and it brought it up and it gave me an address, and I was rushing. Bottom line, I was rushing through, there's a lot going on, and when I sent it out, I think it had 411 Main, but it's 210 Main. We did get that corrected thanks to our PIO, she was able to get it out when I was in a meeting when we realized the wrong one, so she made the adjustment and we've gotten the correct one out. It'll be in the newspaper on Thursday, the correct version with the correct address.

Code Enforcement Officer Knull: And it will be, like Traci said, January 20th at 5:30pm-6:30pm.

City Manager Whitehead: I'm most excited about the center, we're going to turn that into an art gallery, that's the piece that's going to be really cool. So, you'll have admin on one side, and the Police Department on the other, the vision looks really good, and then that center piece. The Capital Outlay requires that you spend money on art in public places, so we made the commitment that we're going to make that an art gallery that will fit nicely in the downtown, so during Art Hop, the Police Department will be a part of Art Hop. You'll be able to come through and see art that we've purchased, or local art, or school art, veteran art, we're really going to come up with some cool ideas to make that space public access and feel good. I'm excited about that, it needs to be done.

Vice Chairman Buhler: My dad, a little history here, that was his bank. He started that original bank and chartered it, and they bought all the buildings that were there and they built that building. He's happy that it's going to be the new Police Station. He thinks it's great.

8. ADJOURNMENT:

Chairman Sisney made a motion to adjourn the meeting at 5:34 PM. Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

PASSED AND APPROVED ON THIS 13th DAY OF MAY, 2024.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: E.8

SUBJECT: Appointment of a City Representative to serve on the Sierra Vista Hospital Governing Board for a 2-year term.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 22, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

At the January 16, 2026, meeting, the governing body directed staff to solicit applications for the vacant City representative position on the Sierra Vista Hospital Governing Board. Two applications were received. We are requesting that the governing body select one applicant to serve a two-year term on the board.

Recommendation:

Appointment of a representative to serve a 2-year term on the Sierra Vista Hospital Governing Board.

Attachments:

- Board Member applications

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

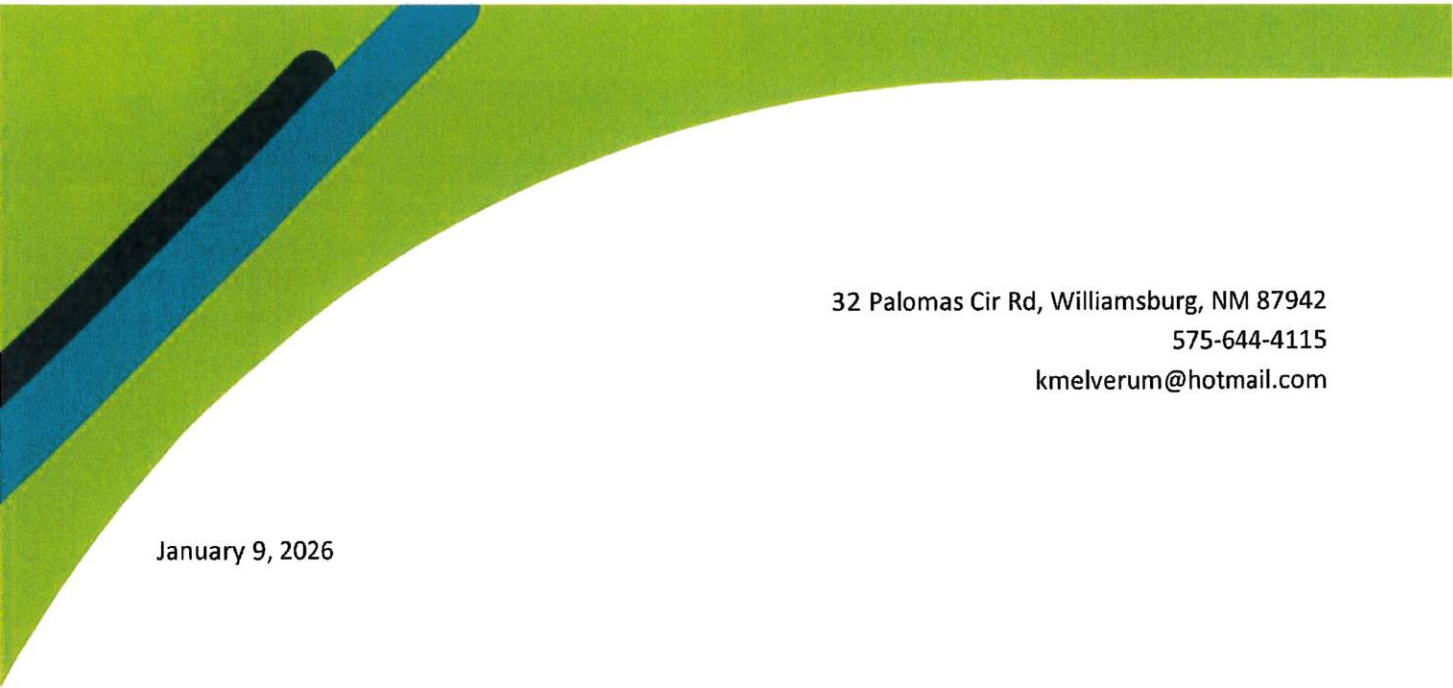
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Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-28-2026



32 Palomas Cir Rd, Williamsburg, NM 87942

575-644-4115

kmelverum@hotmail.com

January 9, 2026

505 Sims Street
T or C, NM 87901

Dear City Manager Whitehead,

I am writing this letter with a request to show my interest in the open positions on your Governing Board for the Hospital for The City of T or C. It is my understanding that the current appointee is ill and cannot continue at this time.

My Governing Board position was with Elephant Butte, which I have held since 2021. It was dissolved with the completion of the JPA amendment.

I respectfully submit that I was on the Finance committee and was the Chair of the Bylaw committee. I have historical information about the hospital having worked there from 2012 to 2017 as the Executive Assistant to the CEO.

I am currently employed with the OliveTree and work in Behavioral Health, and I am a member of the Sierra County Health Council, as well as Middle Rio Grande Economic Development (MRGEDA). I am very attuned to the needs of the community and feel that I have much to offer to ensure the hospital remains fiscally sound and a fixture in our community.

I have the support of several members of the community should you need references.

Warm regards,



Katharine Elverum , CCSS, CCHW, Court Liaison



January 19, 2026

Mr. Gary Whitehead

City Manager

City of Truth or Consequences, NM

Dear Mr. Whitehead,

I am writing to express my interest in the open position on the Sierra Vista Hospital Governing Board. As a resident of Elephant Butte and Sierra County, I value the important role the hospital plays in our community. I would be honored to be considered and to contribute to the success and strength of the hospital as a responsible Board member.

I served on the JPC from 2019 through 2023 both as a mayor and as a councilor, so I do have related experience. After leaving the Elephant Butte Council in December of 2023 I was voted in as President of the Hospital Development Board. We raise funds for SVH via the annual Denim and Diamonds event and the annual October 5k promoting Breast Cancer Awareness. These efforts support the hospital and will not in any way conflict with the responsibilities of the Governing Board.

I will approach this potential appointment with an open mind and just enough familiarity to get off to a good start.

Personally, my husband Russ Trager and I have owned our home here since 2007. We also own Zia Kayak Outfitters in Elephant Butte. We love living here and welcome others to join our community.

Thank you for your time. Please do not hesitate to reach out if you would like to meet and/or ask me for additional information. I look forward to hearing from you.

Warmest regards,

Edna Trager

Ednatrager@gmail.com

310.993.2809

Cc: Mayor Rolf Hechler



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 28, 2026

Agenda Item #: **E.9**

SUBJECT: Discussion on the scheduling of regular meetings.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: January 22, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

On February 26, 2025, the governing body voted to change the time City Commission Meetings are held. The vote was to hold the first meeting of the month at 9:00 a.m. and hold the second meeting of the month at 4:00 p.m. It was mentioned at the meeting that this item would be revisited once our newly elected officials take office.

This item provides an opportunity for the Commission to determine whether to maintain the current schedule, revert both meetings to 9:00 a.m., or select alternative times. If changes are approved, the Open Meetings Act Resolution will be updated accordingly at our next meeting.

Recommendation:

Vote to maintain current schedule, or direct staff to bring back the amended Open Meetings Act Resolution with the suggested changes.

Attachments:

- None.

Fiscal Impact (Finance): No

\$0.00

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 1-28-26