

*Steven Green
Mayor*

*Sandra Whitehead
Mayor Pro-Tem*

*Kathy Clark
Commissioner*



*Rolf Hechler
Commissioner*

*Paul Baca
Commissioner*

*Juan A. Fuentes
City Manager*

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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, AUGUST 22, 2018; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Steve Green, Mayor
Hon. Sandra Whitehead, Mayor Pro-Tem
Hon. Rolf Hechler, Commissioner
Hon. Kathy Clark, Commissioner
Hon. Paul Baca, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

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

D. RESPONSE TO PUBLIC COMMENTS

E. PRESENTATIONS

1. Presentation related to the Healing Waters Trails in the Rio Grande Trail Master Plan. Christy Tafoya, State Parks Director and Rosemary Romero
2. Presentation of the Film Report. Cary "Jagger" Gustin, Film Liason
3. Presentation related to the Sims/McAdoo Improvements presented by Mario Juarez-Infante, PE, Vice President Wilson & Company, Inc.
4. Presentation/Update: Police Chief report.

F. CONSENT CALENDAR

1. City Commission Regular Minutes, July 24, 2018
2. Award of ITB 18-19-002 Sale of Real Property - 613 Gold St.
3. Animal Shelter & Animal Control Agreements with Elephant Butte

CONSENT CALENDAR *(Continued)*

4. Animal Shelter & Animal Control Agreements with Sierra County.
5. Re-appointment of Cary "Jagger" Gustin as the Film Liaison.

G. PUBLIC HEARINGS

1. Public Hearing: Final Adoption of Ordinance No. 697 amending the code to allow the operation of Recreational Off-Highway Vehicles and All-Terrain Vehicles on maintained streets or roads owned and controlled by the City of Truth or Consequences. Jay Rubin, City Attorney
2. Public Hearing: Special Use Permit – Junkyard in C1 Zone at 1807 S. Broadway (Applicant is Gary Whitehead). Susanna Diller, P & Z Coordinator
3. Public Hearing: Summary Plat Amendment for lot split and Variance for development standards at 800 Hillcrest. (Applicant is Terry Taylor) Susanna Diller, P & Z Coordinator

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Final Adoption of Ordinance No. 697 amending the code to allow the operation of Recreational Off-Highway Vehicles and All-Terrain Vehicles on maintained streets or roads owned and controlled by the City of Truth or Consequences. Jay Rubin, City Attorney
2. Discussion/Action: Special Use Permit – Junkyard in C1 Zone at 1807 S. Broadway (Applicant is Gary Whitehead). Susanna Diller, P & Z Coordinator
3. Discussion/Action: Summary Plat Amendment for lot split and Variance for development standards at 800 Hillcrest. (Applicant is Terry Taylor) Susanna Diller, P & Z Coordinator

I. NEW BUSINESS

1. Discussion/Update: Municipal Pool update including Pool Cover. Tammy Gardner, Interim Pool Supervisor
2. Discussion: Sierra County Swim Team request for recent increase in fees. Jeni Neeley
3. Discussion/Action: MOU Agreement between the TCPD, and Sierra County Sheriff's Office for the Immediate Response Team (IRT). Erica Baker, Lt.
4. Discussion/Action: Approve the recommendation from the Lodger's Tax Board for a revision to the Guidelines. Renee Cantin, City Clerk
5. Discussion/Action: Chamber request for additional funding for the Film Festival event. Renee Cantin, City Clerk
6. Discussion/Action: Ralph Edwards Park Plan. Orrin Hechler, Parks Supervisor
7. Discussion/Action: Memorandum of Understanding between City of T or C, City of Elephant Butte, Village of Williamsburg, and Sierra County in support of submitting a single Capital Outlay request in support of the Sierra Vista Hospital. Juan Fuentes, City Manager

J. REPORTS

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

K. EXECUTIVE SESSION

1. Limited Personnel Matters (City Manager) *Pursuant to 10-15-1(H.2)*

L. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION, if any.

M. ADJOURNMENT

NEXT CITY COMMISSION MEETING SEPTEMBER 12, 2018



F.1

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Approve the minutes of the City Commission Regular Meeting for July 24, 2018.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

SUPPORT INFORMATION:

July 24, 2018 Minutes.

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
TUESDAY, JULY 24, 2018 at 4:00 p.m.**

A. CALL TO ORDER

The meeting was called to order by Mayor Steve Green at 4:00 p.m., who presided and Renee Cantin, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION

1. ROLL CALL

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

Hon. Steve Green
Hon. Sandra Whitehead
Hon. Kathy Clark, Commissioner (absent)
Hon. Rolf Hechler, Commissioner
Hon. Paul Baca, Commissioner

Also Present: Juan Fuentes, City Manager
Renee Cantin, City Clerk-Treasurer

Mayor Green announced he spoke to Commissioner Clark about an hour ago and she was on the road and was going to try to attend by telephone, so she may be calling in.

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

2. SILENT MEDITATION

Mayor Green called for fifteen seconds of Silent Meditation and asked us to keep our veterans in our thoughts and prayers.

3. PLEDGE OF ALLEGIANCE

Mayor Green called for Commissioner Baca to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA

Mayor Pro-Tem Whitehead moved to approve the agenda. Commissioner Hechler seconded the motion. Motion carried unanimously.

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

CITY COMMISSION JULY 24, 2018 REGULAR MEETING MINUTES

Mayor Green called for Public Comment, noting those wishing to comment would get three minutes, may only approach the podium once, and any material for the Commission was to be left in the black box by the podium.

Ron Fenn, 316 N. Foch addressed the Commission related to:

1) You have all seen the wonderful story on the front page of the Sentinel for Fuentes being named City Manager of the year. What the Sentinel didn't check are the real facts. For the rest of the story, he read the document he presented. City Manager of the year awards were given at the New Mexico City Management Association Post Budget Professional Development Workshop on the final day of the program held in Ruidoso on July 11th -13th. Two awards, one for large cities over 10,000 population and one for small cities under 10,000. The large one will likely go to the City Manager in Farmington, the only nominee of 28 cities in that category. Meanwhile, our own Juan Fuentes, recent Past President of the City Manager's Association, and nominee of Steve Green, was the only nominee of 157 cities in that category. His question, Is such an organization worth belonging to at the publics expense? One that gives an ego award to a Manager, in title at best, having consistently operated our community with a nearly \$2 million a year deficit, while covering the shortfalls by looting the enterprise utilities of their repair, upgrade, and replacement funds to the detriment of all residents. Mr. Green, Mr. Fuentes, you have diminished the value of all awards for merit by your actions. Shame on you and shame on all those who believe in you. This was all confirmed by the organization who put on this farce.

Laura Van Dyne, 409 Kopra addressed the Commission related to:

1) Commented on the Off Highway Vehicle Ordinance. She is hopeful they will pass this ordinance. She would like to get one to get to the desert so it won't be the heck out of her car. She also picks up trash while she's out there. So she is in favor of the Off Road Vehicle Ordinance.

Dean Tulk, President of UMOVA addressed the Commission related to:

1) He wanted to voice his support for the Off Highway Vehicle Ordinance as far as the original draft. But he does not support the revised ordinance that includes the permitting requirement. It's not something that any other community or area does to his knowledge. And other than the state permit you have to get he has never found anything other than that required in the communities. He may be wrong on that but that's just what he has found. The second item he would like to bring up on the permit issue is he is not entirely sure how the city can charge for a permit to use OHV's on the road when the state actually licensed these as Off Highway Vehicles, so he questions how we can charge for that. Overall, he thinks we need to do this as far as a tourism base and we can bring a lot of people in. He just got back from riding the Colorado BDR – Backcountry Discovery Route, where OHV's are welcome. And those are in the presentation he made to the Commission. You wouldn't believe the amount of money that goes through there. He talked to the Sheriff in Silverton and they have hardly any problems other than the ones going up into the Alpine Tundra and acting like idiots. And those are being prosecuted quite severely. As far as in town, everyone is happy with it and there are big signs up saying "Welcome". He just thinks we need to get rid of the permitting part of it.

D. RESPONSE TO PUBLIC COMMENTS

Mayor Green read the rest of the article that was added in the Sentinel which included the comments from Frances Luna. She talked about when she was President of Rotary and then Juan was President of Rotary, and it went on to say, "The proud moment carried on as she sat at a meeting with him this week and heard him give his credit for his award to his staff and all of their hard work and accomplishments. Not once did he say it was for anything he was responsible for. Rather the work of the city staff and their dedication to the residents of Truth or Consequences. We have heard and seen the tax on Juan throughout the past years and I have to tell you it has been amazing to watch him grow as a Manager, to be humble with his accomplishments, and share his success with his employees. It says so much about him as a person and a leader." Mayor Green reiterated that was part of the same article.

Mayor Green also thanked Ms. Van Dyne for coming, he enjoyed their conversations.

E. PRESENTATIONS

1. Special Presentation by Representative Rebecca Dow.

Representative Rebecca Dow began by saying it's an honor to come today to celebrate the good news about the Town of Truth or Consequences. Too often, you guys hear public comment about complaints and potholes, which are still important. But today we get to celebrate the accomplishments of our Manager Juan Fuentes, and the team that he has built and is still growing with the city of Truth or Consequences. She presented a special recognition to City Manager Fuentes from the New Mexico State House of Representatives Proclamation who learned of his accomplishments and wanted to send this recognition for receiving the City Manager of the Year Award from the New Mexico City Management Association. She further stated, the House of Representatives would like to congratulate you.

Mayor Green thanked Representative Dow and let her know we are very lucky to have her. Representative Dow thanked the Mayor and Commissioners for all of their volunteer work. It's a lot of work to serve in a small municipality and she knows they get a lot of phone calls, emails, and text messages and she knows you guys are all committed to the job.

City Manager Fuentes thanked Representative Dow and he certainly is honored. He thanked Mayor Green for reading that because this is truly an honor and it might be under his name or his name might be on the plaque but it's really for the staff. He thinks the city is being recognized for the things that we've done. And regardless of the criticisms we might get under public comment, some of those Managers may have seen those videos on line and said, Yep, Juan gets it. He thinks our staff, and MainStreet, the people who organized the Dog Park, and then you have the business community like the Brewery and local businesses downtown. And also Representative Dow as well, who we need to recognize that a local is having such a huge impact and influential in the State. There is a lot of positive things happening and city staff and public shouldn't let the very few in

minority to drown the good things that are happening. He thanked them very much for that and he thanked the Mayor and Commissioners. Representative Dow thanked him for that and added it's very exciting to get regular phone calls from newspapers and news channels wanting to know all about the buzz and what's happening in downtown Truth or Consequences. And it is truly a community effort.

2. Presentation of the Fiscal Year 2018/2019 Final Budget. Melissa Torres, Finance Director and Juan Fuentes, City Manager

Finance Director Torres started by walking them through the Fiscal Year 2018/2019 Budget in their presentation.

City Manager Fuentes reviewed the Equipment and Projects and the recommendations they came up with.

Commissioner Hechler began with one of the reasons we wanted to work on having all of our employees working at \$11.00 an hour is to be able to recruit and retain better people. He also mentioned you have to also look at how long they have been here, if we were to go with revision #4. Finance Director Torres added we also need to look at the vacancy savings.

Mayor Pro-Tem Whitehead commented that she is hoping when we do our vacancy savings, she is hoping we don't fall into a rut into making a match for a grant project or some other need we have. We need to make sure we are taking care of our employees so they are happy and able to do a good job and then we are lacking for other things in the community. She doesn't want to rob Peter to pay Paul, so to speak. City Manager Fuentes responded that's always the challenge to make everybody happy.

City Manager Fuentes thought maybe we should look at those allocations and make them a part of the final budget.

F. CONSENT CALENDAR

1. City Commission Regular Minutes, June 27, 2018
2. Impact Fee Board Minutes, June 18, 2018
3. Public Utility Advisory Board Minutes, June 18, 2018
4. Public Arts Advisory Board Minutes, April 17, 2018 and May 15, 2018.
5. Authorization to open separate interest bearing account with First Savings for all State Checks collected by the City of Truth or Consequences.
6. Amendment to Resolution No. 38 2017/2018 revising the surplus property Auction List (Exhibit A).

Mayor Pro-Tem Whitehead moved to approve items F.1 to F.5 on the Consent Calendar as noted. Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk because of Item No. 6. Motion carried unanimously.

Mayor Pro-Tem Whitehead moved to approve Item No. F.6 Amendment to Resolution No. 38 2017/2018 revising the surplus property Auction List (Exhibit A) as submitted. Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

G. ORDINANCES, RESOLUTION, & ZONING

1. Discussion/Action: Ordinance No. 697 for publication amending the code to allow the operation of Recreational Off-Highway Vehicles and All-Terrain Vehicles on maintained streets or roads owned and controlled by the City of Truth or Consequences. Jay Rubin, City Attorney

City Attorney Rubin said as you know this has been on for the last couple of meetings and he was asked to draft an ordinance. So he started by using the county ordinance as a model and there were some changes in a portion of the state statute he felt was appropriate to add in Section 56-3-0-11. Mr. Tulk also came to his office and offered some sections of the state statute that was very helpful. He read and gave a brief overview of the ordinance. The section 3, paragraph B.2 should be "mirrors", where the state statute reads slightly different says, "the Operator has valid driver's license or permit that is required under the Motor Vehicle Code and Off Highway Motor Vehicle Safety permits as required under Off Highway Motor Vehicle Act." So if we decide to go to publication, he will get together with the City Clerk with that change. He went on with No. 4 and No. 5 which are again from State Statute. No. 6 is also in State Statutes but was not in the County Ordinance where the Operator if he is under 18 years of age, he has to wear a helmet and shall attend an Off Highway Motor Vehicle Safety permit issued by the state. D, E, F, and G are all from state statute. He did have a change in Section G which suggested striking the mph language in Section G.1 and just going with the posted speed limit because they don't have any roads that are 45 mph. He went on to the other Sections. Section 5 is the one Mr. Tulk was concerned about, he was asked to put that in there by the direction of the Commission for the permitting like we handle it with the Golf Carts.

Commissioner Hechler thanked Mr. Tulk for bringing that to their attention because he also has some concerns in that regard. One concern is asked how we deal with out of town folks who come on the weekend and are not able to get a permit. Or how do we get a permit for our sister cities or county who want to come to our town. City Attorney Rubin understands that is a concern.

Mayor Green added to Commissioner Hechler's point, it's not like you can go to the gas station and get a fishing license. He thinks if we are going to proceed forward with this, it doesn't make sense to make T or C a walled community. He asked if Elephant Butte has adopted the County's version of this. Because for this to work, we've got to be in locked step with our other communities. He asked if we are mirroring what they have done. Mr. Tulk said Elephant Butte adopted theirs before the county. At this time they are not permitting because they realized it would be a great amount of time on staff.

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Mayor Green asked how they check that their vehicles have breaks, mirrors, and mufflers? How do we disseminate that information? Do we just put it out to all of the clubs? Or put it up on our website? Because the Chief and his team are going to enforce the rules and laws of T or C. Mr. Tulk said they are going to have to enforce state law also. City Attorney Rubin said that language came directly from state statute so it's ok. Mr. Tulk added they are required to have those per state law anyway, period.

Mayor Green thanked Mr. Tulk. He has a hard time wrapping his head around B.7 with a person under the age of 18. If you have a child who is 12 years old who takes the safety class and pass it, they still have to have a Driver's license. City Attorney Rubin said if you are under the age of 18 you have to have a Driver's License and take the safety course. But a child under 12 would not have that.

Clerk-Treasurer Cantin added she talked to her staff because they handle the Golf Cart Permits on how they could handle the permitting for this. And they came up with a couple of solutions. If they have a big event like the Desert Outlaw Racing, they discussed taking turns early in the morning to issue permits. Mr. Tulk had a concern for charging a fee to issue permits, but we don't charge for a Golf Cart fee either, so that should not be a problem. But they could work it out with staff. If they come just for the weekend on their own, maybe we could work it out to where the Police Department lets them know the process for the next time they come to town. Mayor Green said so if its included in the state permit why should we even have it. Clerk-Treasurer Cantin agreed that's a good point, but the Commission brought it up a few times so they included it. Mayor Green appreciates that but they are kind of learning as they move forward.

Mayor Green's personal opinion is we should delete that whole thing about permitting and put some information up on our website and an appropriate notice. To go through all of that and not have it create more revenue is nonsensical. He then asked about a car that was on Broadway and squealed it's tire and the sound was terrible. How do we deal with the sound of these OHV's to let them know for our residents.

Chief Aragon responded we do have a Noise Ordinance and they can be cited. They can also take the tag number and talk to them. Mayor Green said we have a responsibility to protect the citizens.

Commissioner Hechler understands the person under 18 has to have a Driver's License, so a person who is 15 would only have a permit and they would not be allowed to drive. City Attorney Rubin read that section and it was determined they can operate with a permit if they are with an adult.

Mayor Green said he is hearing we would like to move this forward and removing the permitting part.

Commissioner Hechler moved to approve Ordinance No. 697 for publication amending the code to allow the operation of Recreational Off-Highway Vehicles and All-Terrain Vehicles on maintained streets or roads owned and controlled by

the City of Truth or Consequences deleting the section 5 a and b on the permitting process. Commissioner Baca seconded the motion.

Mayor Pro-Tem Whitehead would like to see when this is enacted that we come back and visit it at a later date to see if we need to add anything to it. Mayor Green agreed and hopefully the visitor's will be respectful to the land and our community as we invite them in. **Motion carried unanimously.**

Mayor Green thanked City Attorney Rubin, Dean Tulk, Mark Bleth, and Commissioner Baca for bringing this forward and working on it.

**2. Discussion/Action: Resolution No. 02 18/19 4th Quarter Financial Report.
Melissa Torres, Finance Director**

Finance Director Torres highlighted the areas of the 4th Quarter in the presentation. Of the General Fund on the revenue they ended with 94%, expenditures at 91%. She went on with the other departments and where they were at the end of year. She showed a five year comparison of the GRT, they ended the fiscal year with a deficit of \$639,000 and last year was \$3.7 million. Lodgers Tax was higher this year, and she announced each of the other funds. They are emphasizing in the General Fund they had a difference in revenues and expenditures of \$1.4 million.

Mayor Green asked if we can find out about the GRT from Santa Fe, not by companies but by industry. To take a hit that big in GRT, he would like to know for his own piece of mind if it was the build out of the Veterans Hospital wing or what it could have been. He wonders if we are able to find out what industry may have caused this amazing bump last month and went into the tubes this year. Finance Director Torres said absolutely, if you recall Commissioner Clark requested that breakdown and it was definitely in the construction industry for that. But they can do another analysis and request that information. Mayor Green said maybe in the future, we should look at 15, 16, 17, and 18 as the model.

Mayor Pro-Tem Whitehead moved to approve Resolution No. 02 18/19 4th Quarter Financial Report. Commissioner Hechler seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

**3. Discussion/Action: Resolution No. 03 18/19 Approving the FY 2018/2019
Final Budget. Melissa Torres, Finance Director**

Finance Director Torres said as you know during the presentation they are asking if this is the direction the Commission would like them to go into or would they like to proceed with Revision #4?

Commissioner Hechler asked if there is any more room with absorbing positions that have been vacant for more than a year and then going with the 3% COLA across the board. Mayor Green said so that would put us theoretically at a negative in the General Fund. City Manager Fuentes said we do have some vacancies right now, but the main thing is

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it needs to be in the General Fund. We cannot help the numbers with a position from Water or Wastewater or Solid Waste to add it over here. But with that said, they can figure that in and close that gap with Revision 4, if it's the will of the Commission. Whether it's through extending one of the Department Heads vacancies, but of course, that would be recognizing additional duties to somebody. Recognizing the compensation for that individual whoever that may be. They will need the flexibility to make those changes as they come along in order to add and proceed forward. If the Commission approves to go forward with Revision 4, he is confident he and Melissa can zero that out to get it moved forward to DFA to be approved. Maybe at midyear, if things improve we can come back and revisit what things we need to make a priority again.

Mayor Green said we have to be very creative because we can't submit a budget with a deficit. City Manager Fuentes agreed and with the flexibility to make changes, they can close that gap.

Commissioner Hechler said that answers his question.

Mayor Pro-Tem Whitehead wants to make sure we stay focused and nothing slips away from us. She likes to see happy and prosperous employees, and she thinks this will work. And we can't lose our focus of where we are going as a city and as a community.

City Manager Fuentes again wanted to bring up that they will need the flexibility to manage it as a vacancy comes up.

Mayor Pro-Tem Whitehead hopes City Manager Fuentes uses his discretion to make sure our employees don't get overwhelmed and that he stays on top of that. City Manager Fuentes responded he understands that and he hears you, and that's why they need the flexibility.

Commissioner Hechler moved to approve Resolution No. 03 18/19 approving the FY 2018/2019 Final Budget including revision #4. Mayor Pro-Tem Whitehead seconded the motion.

Mayor Green wanted to thank Finance Director Torres and City Manager Fuentes and he knows its hard task squeezing four into three and sometimes the Commission makes your life a little harder. When they talk about "A" Players, he wants our jobs to be sought after because if you lose it, you can't get anything better. We do want you to have the flexibility and to make sure staff knows it's painful to deal with. There are a lot of things we don't know with this state, and he appreciates the effort they are asking from our staff, supervisors, and director's as we move forward. Hopefully, there will be more sunshine over the hill, but we've got to get over the hill. We are asking staff to do more and we are trying to reward that more the best that is financially feasible. Its teamwork and partnership between everyone. If one succeeds, we all succeed, and if one fails, we all fail. He appreciates Commissioner Hechler's pushing to raise the rates for the lower level to keep the good employees from leaving.

Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 04 18/19 designating signatory for USDA Rural Funding Application and related documentation. Traci Burnette, Grant/Projects Coordinator

Grant/Projects Coordinator Burnette presented USDA recently enacted a new online application and we will need to designate the City Manager as the signatory and enter the information for certification. The first one she will be processing will be for the Water Infrastructure for Cook St. and all of the downtown water lines that are mentioned in the PER which will be an \$8.9 million grant request.

Mayor Green asked if she knows if it will be one where we will ask for a 100% grant or will have to do a grant/loan. Grants Projects Coordinator Burnette said it's normally a grant/loan and we will have to do a Water Rate evaluation. As far as the amount of grant versus the amount of the loan it varies.

Mayor Green asks what happens if Juan becomes ill or on vacation, is it only the City Manager that can sign? Do we need a backup signature? Grants Projects Coordinator Burnette said it should be good for a year.

Mayor Pro-Tem Whitehead moved to approve Resolution No. 04 18/19 designating signatory for USDA Rural Funding Application and related documentation and the signatory to be Juan Fuentes. Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution No. 05 18/19 and Resolution 05-A 18/19 approving the required Community Development Block Grant (CDBG) Annual Certifications and Commitments and Fair Housing Policy. Melissa Torres, Finance Director

Finance Director Torres respectfully requests these certifications and commitments and Fair Housing Policy. They had a couple of stumbles with our CDBG so they had to request an extension until the end of this month. That was due to problems they ran into the levels of the water in the manholes because the BOR released water. They are pleased to say the project has been completed and they came in and did an audit and we were successful. These are procedures we need to pass to close out the CDBG Projects for the Manhole Projects.

Mayor Green asked for the next CDBG if we will need the SCCOG be our fiscal agent. Finance Director Torres responded since we just completed this project, we will have to sit out this year for funding. But we will not need SCCOG to be our fiscal agent for the next one with the audit findings we have cleaned up. Mayor Green clarified that we will be ineligible to apply this year because of the release of the water. Finance Director Torres confirmed that is true.

Mayor Pro-Tem Whitehead moved to approve Resolution No. 05 18/19 and Resolution 05-A 18/19 approving the required Community Development Block

Grant (CDBG) Annual Certifications and Commitments and Fair Housing Policy. Commissioner Hechler seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Resolution No. 06 18/19 amending the Finance Policies and Procedures for the City of Truth or Consequences. Melissa Torres, Finance Director

Finance Director Torres presented they are respectfully requesting changes to the Finance Policies and Procedures. As you recall, Finance is taking over Accounts Receivable. The majority is adding the Mayor Pro-Tem, Finance Director, and City Manager to the bank accounts and also that payroll will be handling the disbursement of the payroll checks.

Commissioner Hechler moved to approve Resolution No. 06 18/19 amending the Finance Policies and Procedures for the City of Truth or Consequences. Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS

1. Discussion/Action: Reappointment of Bonnye Warwick to the Library Advisory Board for a 3 year term. Renee Cantin, Clerk-Treasurer

City Clerk Cantin presented the item stating Ms. Warwick has served on the Library Board since 2001. There are currently two other vacancies on the Library Board and we will be working on additional advertising all vacant board positions.

Mayor Pro-Tem Whitehead moved to approve Reappointment of Bonnye Warwick to the Library Advisory Board for a 3 year term. Commissioner Baca seconded the motion. Motion carried unanimously.

2. Discussion/Action: Accept the City of Truth or Consequences Title VI Plan. Traci Burnette, Grant/Projects Coordinator

Grant/Projects Coordinator Burnette said within your packet you have a draft boilerplate plan that was provided for NMDOT. This year she would like to move forward with grants for streets improvements and this is part of the process of things that need to be in place.

Commissioner Hechler moved to approve accept the City of Truth or Consequences Title VI Plan. Commissioner Baca seconded the motion. Motion carried unanimously.

3. Discussion/Update: Notification of all current Board Member Vacancies. Renee Cantin, Clerk-Treasurer

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City Clerk Cantin notified them the City Manager has been interested in getting the vacancies taken care of. So they are thinking outside the box and wanted to encourage anyone who is itching to volunteer their time for one of these boards to please contact the City Clerk's Office. She read each of the vacancies at this time which include:

Golf Course Advisory Board - Meets on the first Wednesday of each month at 5:00 p.m.
(1 – Vacancy, 2 year term)

Library Advisory Board – Meets on the last Monday of each month at 5:30 p.m.
(2 – Vacancies, 3 year terms)

Lodger's Tax Advisory Board – Meets Quarterly on the 4th Thursday of the month at 5:30 p.m. (2 – Vacancies for members in the Tourism Service; 1 for a 3 year term & 1 for a 4 year term.) She added with the Lodger's Tax Board they have all new members including her and Kristin Saavedra and they are learning as they go. But it's a great group of people.

Planning & Zoning Commission – Meets Monthly, no dates scheduled at this time.
(5 – Vacancies, board has not been active since October 2013)

NOTE: All terms that expire on June 30 states: any member of the Board shall continue to hold his office until his successor is appointed and qualified.

Commissioner Hechler asked if this can be published in the paper as well. City Clerk Cantin said they have published it quite a few times and they have added more information and would get it published and posted on the website.

Mayor Green thought it would be great to add it with the utility bills. He also added he made a comment about the Planning and Zoning and the reason they disbanded. He discovered there were four remaining members of the P & Z and he spoke to the chair and asked her why this Commission disbanded. She said they had done a lot of work an energy on the signs and they felt the Commission didn't vote the way they wanted them to vote so they decided why bother to serve on it. He spoke to City Manager Fuentes yesterday and mentioned if we get three people for that P & Z, would they have to change the ordinance that creates that board. City Manager Fuentes mentioned he has spoken to Susanna about looking into change it by ordinance to a three man board. Because we provide money to certain boards like MainStreet or the Chamber of Commerce, they would be good members to appoint who could help us out in those position, then one at-large. That was his idea to fill those positions. Mayor Green made some comments. City Manager Fuentes did mention if there is a consensus, he will work on drafting an ordinance. Mayor Green feels that might be an interesting ways to fill these positions.

I. REPORTS

a. City Manager

- 1) Commissioner Baca received a lot of calls about the water pressure near Ralph Edwards Park. The Parks and Water Department Staff are trying to figure out what the problem is. They do have some valves on the system in the area that may be

CITY COMMISSION JULY 24, 2018 REGULAR MEETING MINUTES

open. The park having an impact on an area that is a mile away is a very big concern to him. He has asked Susanna Diller to work a map they can use with the system and they will plan to get the new Director involved to look into it.

b. City Attorney

None.

c. City Commission

Mayor Pro-Tem Whitehead commented that there might be a few contracts that are up for renewal and she wants to make sure they are on top of those so they are submitted in a timely manner. 2) She is also proud to say she just got back from the Senior Olympics held July 18th – 21st where she won Gold in bowling doubles. She named our other outstanding seniors who were involved. Their Group Coordinator was Jackie McDaniel; President is Robbie McFarland; and Treasurer is Elena DeLaTorre. She also named all of the people and the events they brought home medals for. They also qualified to bowl in Nationals next year which is in Albuquerque.

Mayor Green said it was well earned. He also asked Chief Aragon to give a brief introduction.

Chief Aragon is honored to be here. He's been here three weeks now. He asked if they noticed his Officer is up on the pedestal. He said it's a proven deterrent to have an Officer higher than the audience. He's retired military and has been in Law Enforcement for 38 years and 28 years as a Police Chief and this is a record 6 states, and his last one. He's talked to all Commissioners, except one and he will get with her soon. He's talked to dozen of stakeholders including the Sheriff and will be working on relationships with all of them. He has 4 phases he likes to use. Phase 1 is introduction to his staff; which he did before he officially was hired; Phase 2 is an Assessment of Operations; once the City Manager has approved what he comes up with; Phase 3 will be implementation; then the last Phase is refinement. His overall Mission is to "Provide the leadership for the delivery of Law Enforcement services to our community, in such a manner that it positively satisfies their needs and priorities". He feels it's their job to enhance the quality of life of T or C by providing Law Enforcement services and reducing crime. He and Mr. Fuentes talked and he wanted to get some goals in where we wanted to go. His goals are logical such as developing Community Based Policing, through long range community based problem solving. In other words, not just making arrests, we want to prevent those crimes from happening in the first place other than make an arrest. Another goal is developing proactive partnerships with the community to determine what their needs and priorities are. Third is to enhance Code Enforcement activities. Believe it or not with the Broken Windows solution, you address minor problems and it reduces urban blight. Things start falling in place. And the last is Animal Control. We need to get it in the right direction and make sure we stay there. If you want to describe Randall Aragon, he said he's Fair, he's Firm, and he's Friendly.

Mayor Green wondered if we should make the Chief as one we here under reports so the public will have a sense of what's going on. He thinks he heard City Manager Fuentes during his presentation that you were willing to give up one position to make the budget. City Manager Fuentes asked the Chief shared the idea he mentioned to Frances on the radio program.

Chief Aragon has talked to Commissioner Luna and he's done a radio program in other communities and she has agreed to allow him to start a program on August 6th and will plan to interview others during his program.

Mayor Green asked Mayor Pro-Tem Whitehead to stand up and put on her great T-Shirt and her medals for special pictures for the Newspaper.

J. EXECUTIVE SESSION

1. Threatened or Pending Litigation (City vs. Ron Fenn) *Pursuant to 10-15-1(H.7)*
2. Threatened or Pending Litigation (City vs. McGeachy) *Pursuant to 10-15-1(H.7)*
3. Threatened or Pending Litigation (City vs. Ashbaugh) *Pursuant to 10-15-1(H.7)*

Mayor Pro-Tem Whitehead moved to approve going into executive session at 6:22 p.m. to discuss Threatened or Pending Litigation (City vs. Ron Fenn) *Pursuant to 10-15-1(H.7)*; Threatened or Pending Litigation (City vs. McGeachy) *Pursuant to 10-15-1(H.7)*; and Threatened or Pending Litigation (City vs. Ashbaugh) *Pursuant to 10-15-1(H.7)*. Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Green reconvened the meeting in open session at 6:47 p.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Threatened or Pending Litigation (City vs. Ron Fenn) *Pursuant to 10-15-1(H.7)*; Threatened or Pending Litigation (City vs. McGeachy) *Pursuant to 10-15-1(H.7)* were discussed in Executive Session and no action was taken.

K. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION, if any. ADJOURNMENT

Mayor Green moved to approve on City vs. McGeachy and authorize staff to proceed with this case in court. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

Mayor Pro-Tem Whitehead moved to approve going into executive session at 6:49 p.m. to discuss Threatened or Pending Litigation (City vs. Ashbaugh) *Pursuant to 10-15-1(H.7)*. Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Green reconvened the meeting in open session at 7:00 p.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Threatened or Pending Litigation (City vs. Ashbaugh) *Pursuant to 10-15-1(H.7)* was discussed in Executive Session and no action was taken.

Mayor Green announced for the record Commissioner Baca recused himself because a conflict of interest and was not in attendance for this portion of the Executive Session.

L. ADJOURNMENT

Meeting was adjourned at 7:01 p.m.

Passed and Approved this ____ day of _____, 2018.

Steven Green, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk



F.2

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Award ITB: 18-19-002 SALE OF REAL PROPERTY – 613 GOLD STREET

BACKGROUND:

Bid Opening was held on Tuesday, August 14, 2018 at 2:00 p.m. We received 2 bids for this property.

1. Robert & Dolores Hrabak - \$12,501.00
2. John L. Kein - \$12,251.00

STAFF RECOMMENDATION:

Recommendation is being made to award bid (property) to Robert & Dolores Hrabak for the sale amount of \$12,501.00.

SUPPORT INFORMATION:

None



F.3

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Approve the Joint Powers Agreements (JPA's) for Animal Control and Animal Shelter Services with Elephant Butte.

BACKGROUND:

Approval of JPA for Animal Control and Animal Shelter Services with Elephant Butte

STAFF RECOMMENDATION:

Approve the agreements.

SUPPORT INFORMATION:

Revised Contracts

Name of Drafter: Erica Baker	Department: Police	Meeting date: August 22, 2018
Email: ebaker@torcnm.org	Phone: 894-1204 Ext. 422	

AGREEMENT FOR SERVICES FOR THE HOUSING, FEEDING, CARE AND DISPOSITION OF IMPOUNDED ANIMALS

THIS AGREEMENT (hereinafter, the "Agreement") is made and entered into by and between the City of Truth or Consequences ("Truth or Consequences") and the City of Elephant Butte ("Elephant Butte") (collectively, the "Parties"), for the purposes hereinafter set forth.

I. Recitals

WHEREAS, Truth or Consequences has established and is operating an animal shelter (the "Animal Shelter") for the housing, feeding, care, adoption and final disposition of animals impounded in Truth or Consequences and other areas nearby; and

WHEREAS, the Parties have previously been parties to an agreement for the services described herein by a private contractor under contract to Truth or Consequences; and

WHEREAS, the Parties wish to continue their mutual relationship for the housing, feeding, care, adoption and final disposition of animals impounded in their respective jurisdictions, with such services to be performed by Truth or Consequences at the Animal Shelter or other suitable location, in accordance with the terms of this Agreement.

II. Agreement

1. Services. Truth or Consequences agrees to provide the following services (the "Services") for all impounded animals brought to the Animal Shelter or otherwise delivered to Truth or Consequences by Elephant Butte:

- A. Housing and feeding of the impounded animals;
- B. Any necessary medical care or treatment of impounded animals, as deemed necessary by Truth or Consequences animal control officers, attending or consulting veterinarians, or other appropriate authority;
- C. Adoption or other final disposition of impounded animals, as provided herein and in accordance with applicable ordinances and regulations of the Parties and the provisions of this Agreement.

2. Compensation. Truth or Consequences will provide the Services set forth above for a fixed monthly fee of \$1,100, with Elephant Butte's payment for each month of services being due and payable on the fifteenth (15th) day of the month.

In addition, if it is necessary for Truth or Consequences to house and care for any animal for longer than ten (10) calendar days as a consequence of civil or criminal proceedings or any other requirement to hold the animal that is beyond the control of Truth or Consequences, then an additional amount of \$15.00 per day for each day after the initial

ten-day holding period will be due to Truth or Consequences and will be payable by Elephant Butte along with the regular monthly payment due during the next month after the additional charge was incurred. Truth or Consequences will timely deliver to Elephant Butte a statement reflecting any such additional charges incurred.

3. Term. This Agreement shall be effective upon its execution by the authorized officers of each of the Parties, and shall remain in effect through June 30, 2022, unless earlier terminated in accordance with the provisions hereof. This Agreement may be extended for an additional term of up to four (4) years upon the mutual consent of the Parties.
4. Termination. This Agreement may be terminated by either party by giving sixty (60) days written notice of such termination to the other party. In the event of termination, all animals being housed under this Agreement shall be returned to Elephant Butte no later than the termination date, unless otherwise agreed between the Parties.
5. Management and Disposition of Animals.
 - A. Animals delivered to Truth or Consequences for housing and care under this Agreement will be released to the animal's owner or to any other person or entity upon the authorization of Elephant Butte through instruction of the officer delivering the animal or any other Elephant Butte animal control officer or police officer designated by Elephant Butte as having such authority. If there is any question regarding the release of an animal, Truth or Consequences may require that the authorization for such release be made in writing.
 - B. If the owner of the animal cannot be identified or cannot be located, or if Elephant Butte determines that the animal should not be released to its owner, then Elephant Butte through its authorized officers may instruct Truth or Consequences to place the animal for adoption or other disposition as determined by Elephant Butte. If the animal is determined to be adoptable, Elephant Butte will cooperate with Truth or Consequences in placing the animal for adoption through programs available to and in use by Truth or Consequences. If the animal is determined not to be adoptable, it will be disposed of in accordance with the animal control ordinances and regulations of Elephant Butte and at Elephant Butte's expense.
6. Mutual Waiver of Liability; Immunities. Each of the Parties hereto expressly waives any claim for liability or damages of any sort as against the other party in connection with the housing, care, treatment, adoption and disposition of animals pursuant to this Agreement. This waiver of liability shall not be deemed to affect in any way the immunities and limitations of liability of the Parties under the New Mexico Tort Claims Act, Section 41-4-1 *et seq.*, NMSA 1978, which shall remain in full force and effect and shall not be deemed to be altered by any provision of this Agreement.
7. Governing Law. This Agreement is entered into in the State of New Mexico for governmental services to be performed in the State, and shall be governed by the laws of the State of New Mexico.

8. Cooperation in the Event of Claim. If any third-party claim is alleged against either of the Parties hereto in connection with the impoundment, housing, care, treatment or disposition of any animal under this Agreement, the Parties agree to cooperate fully with each other to share documents, records, and other information needed for defense against and resolution of such claim.
9. Amendment. This Agreement may be amended by the mutual written agreement of the Parties hereto, executed with the same formalities as this Agreement.
10. Notice. Any notice required or authorized under this Agreement may be made by delivery to the Parties or either of them at the following addresses:

Truth or Consequences: City of Truth or Consequences
Attn.: City Manager
505 Sims Street
Truth or Consequences, New Mexico 87901

Elephant Butte: City of Elephant Butte
Attn.: City Manager
P.O. Box 1080
Elephant Butte, New Mexico 87935-1080

IN WITNESS WHEREOF the Parties through their authorized officers have executed this Agreement effective as of the date executed on behalf of both of the Parties.

CITY OF TRUTH OR CONSEQUENCES

CITY OF ELEPHANT BUTTE

Juan A. Fuentes
City Manager

David Duvall
City Manager

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRUTH OR CONSEQUENCES AND
THE CITY OF ELEPHANT BUTTE
FOR ANIMAL CONTROL SERVICES**

THIS Memorandum of Understanding, or "MOU", entered into by and between the City of Truth or Consequences, hereinafter referred to as "T or C", and the City of Elephant Butte, hereinafter referred to as "EB" governs the provision of animal control services to EB by T or C Animal Control Officers, and payment for such services by EB.

ARTICLE 1. SCOPE OF WORK: This MOU is to implement the City of Elephant Butte Ordinance No. 134 providing for the control of animals within the incorporated boundaries through the joint exercise of the City of T or C Animal Control Officers and its impounding facilities.

Service Hours: Accomplishment of the foregoing purpose shall be as follows:

1. T or C shall provide, through the Animal Control Officer, control of Dangerous Animals and enforcement of the EB Ordinance No. 134.
2. On-call Animal Control services shall be initiated by the appropriate Elephant Butte designee contacting SCRDA, who in turn, may contact the City's Animal Control Officer. Direct constituent contact with SCRDA should also be directed to the appropriate Elephant Butte designee contacting SCRDA, who in turn, may contact the City's Animal Control Officer. If, in either case or after hours, the Elephant Butte designee cannot be reached, the Sheriff's Office will be called to evaluate the situation and will be the assigned Elephant Butte designee, and may in turn contact SCRDA, who in turn, will contact the City's Animal Control Officer.

ARTICLE 2. PERIOD OF PERFORMANCE: This MOU becomes effective upon signature by all parties hereto and shall remain in effect for one (1) year. This contract may be renewed annually for up to two (2) additional years upon the mutual written consent of the parties.

ARTICLE 3. PLACE OF PERFORMANCE: The services shall be performed within the boundaries of the City of Elephant Butte.

ARTICLE 4. ORDINANCE: EB shall maintain in full force and affect an animal control ordinance, which empowers T or C Animal Control Officers to provide services contemplated by this Agreement, and to enforce T or C terms on behalf of EB.

ARTICLE 5: COMPENSATION: The amount of payment shall be \$50.00 per response and/or patrol, plus an additional \$25.00 per hour after the first hour.

EB shall compensate T or C for any necessary court appearances at the rate of \$25.00 per court appearance.

ARTICLE 6. RIGHT OF CANCELLATION: At any time either party shall have the right to terminate this agreement with or without cause by giving the other party thirty (30) days written notice. Termination of this agreement pursuant to the provisions of this paragraph shall not release or discharge either of the parties from any rights or obligations accrued hereunder prior to such termination.

ARTICLE 7. ASSIGNMENT: The parties shall not assign or transfer this agreement or any interest in this agreement.

ARTICLE 8. NEW MEXICO TORT CLAIMS ACT: The parties recognize that each party is liable only to the extent provided by New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978 for the negligence or commissions of that party's employees acting within the scope of their employment while acting in the furtherance of this agreement. By entering into this agreement each party and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity defense, or any other limitation of liability pursuant to law. No provisions of this agreement are intended to modify or waive any provision of the New Mexico Tort Claims Act.

ARTICLE 9. WAIVER: No failure on the part of either party to exercise, nor delay of that party in exercising any right, power or privilege hereunder shall preclude other or future exercise thereof, or the exercise by that party of any other right, power or privilege. The rights and remedies of the parties herein provided are cumulative and not exclusive of any rights and remedies otherwise provided by law.

ARTICLE 10. INDEPENDENT CONTRACTOR: Nothing in the MOU is intended to or shall be deemed to constitute a partnership or joint venture between the parties. EB is and shall remain an independent entity under this MOU. Neither party, nor their respective employees, are or shall be deemed to be employees of the other, nor may they bind the other in any respect. Neither party's employees shall accrue leave, retirement. Insurance, bonding, nor any other benefit afforded to the employees of the other.

ARTICLE 11. GOVERNING LAWS: The parties shall comply with all applicable Federal, State, and local laws and ordinances.

ARTICLE 12. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Agreement that it is not intended by any of the parties to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

ARTICLE 13. SEVERABILITY: Any covenant, term, agreement, or condition contained herein that may be held to be invalid by any court of competent jurisdiction shall be considered deleted from the MOU, but such deletion shall in no way affect any other covenant, term, agreement, and or condition herein contained, so long as such deletion does not materially prejudice T or C or EB in their respective rights under the MOU.

ARTICLE 14. PARAGRAPH HEADINGS: Paragraph headings are for convenient reference and are not intended to limit the scope of any provision of the MOU.

ARTICLE 15. RECORDS AND AUDITS: T or C will maintain detailed records that indicate the date, time, and nature of services rendered. EB upon written request may inspect these records.

ARTICLE 16. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of T or C or EB shall be held personally liable under this MOU or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

ARTICLE 17. RELEASE: EB agrees that upon termination of animal control services, it releases T or C, its officers, and employees from all claims, liabilities, and obligations whether based on contract, tort, or any other type of claim arising from or under the MOU. EB further agrees not to bind T or C to any obligation not assumed herein, unless the obligation is contained in a written amendment.

ARTICLE 18. ADDRESS FOR NOTICES: Notices or other correspondence required under this Agreement shall be made at the following addresses, except as changed by written notice to the other party.

City of Truth or Consequences
Attn: Juan Fuentes, City Manager
505 Sims Street
Truth or Consequences, New Mexico 87901

City of Elephant Butte
Attn: Yovanne Lucero
103 Water Ave.
Elephant Butte, New Mexico 87935

ARTICLE 19. AMENDMENTS: This MOU shall not be altered, modified, or amended except by written instrument signed by both parties.

ARTICLE 20. ENTIRE AGREEMENT: All of the agreements, covenants, and understandings between the parties concerning the subject matter of the MOU, have been merged into this written MOU. No prior agreement, covenant, or understanding, oral or written, of the parties or their agents shall be valid or enforceable unless specifically embodied or incorporated by reference herein.

ARTICLE 21. DUPLICATE ORIGINALS: This document shall be executed in no less than two counterparts, each of which shall be deemed an original.

CITY OF TRUTH OR CONSEQUENCES

CITY OF ELEPHANT BUTTE

Juan Fuentes, T or C City Manager

Yovanne Lucero, Elephant Butte City Manager

Date

Date



F.4

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Approve the Joint Powers Agreements (JPA's) for Animal Control and Animal Shelter Services with Sierra County.

BACKGROUND:

Requesting approval of the JPA for Animal Control and Animal Shelter Services with Sierra County.

STAFF RECOMMENDATION:

Approve the agreements.

SUPPORT INFORMATION:

Revised Contracts.

Name of Drafter: Erica Baker	Department: Police	Meeting date: August 13, 2018
Email: ebaker@torcnm.org	Phone: 894-1204 Ext. 422	

AGREEMENT FOR SERVICES FOR THE HOUSING, FEEDING, CARE AND DISPOSITION OF IMPOUNDED ANIMALS

THIS AGREEMENT (hereinafter, the "Agreement") is made and entered into by and between the City of Truth or Consequences (the "City") and Sierra County (the "County") (collectively, the "Parties"), for the purposes hereinafter set forth.

I. Recitals

WHEREAS, the City has established and is operating an animal shelter (the "Animal Shelter") for the housing, feeding, care, adoption and final disposition of animals impounded in the City and other areas nearby; and

WHEREAS, the Parties have previously been parties to an agreement for the services described herein by a private contractor under contract to the City; and

WHEREAS, the Parties wish to continue their mutual relationship for the housing, feeding, care, adoption and final disposition of animals impounded in their respective jurisdictions, with such services to be performed by the City at the Animal Shelter or other suitable location, in accordance with the terms of this Agreement.

II. Agreement

1. Services. The City agrees to provide the following services (the "Services") for all impounded animals brought to the Animal Shelter or otherwise delivered to the City by the County:
 - A. Housing and feeding of the impounded animals;
 - B. Any necessary medical care or treatment of impounded animals, as deemed necessary by City animal control officers, attending or consulting veterinarians, or other appropriate authority;
 - C. Adoption or other final disposition of impounded animals, as provided herein and in accordance with applicable ordinances and regulations of the Parties and the provisions of this Agreement.
2. Compensation. The City will provide the Services set forth above for a fixed monthly fee of \$3,000, with the County's payment for each month of services being due and payable on the fifteenth (15th) day of the month.

In addition, if it is necessary for the City to house and care for any animal for longer than ten (10) calendar days as a consequence of civil or criminal proceedings or any other requirement to hold the animal that is beyond the control of the City, then an additional amount of \$15.00 per day for each day after the initial ten-day holding period will be due

to the City and will be payable by the County along with the regular monthly payment due during the next month after the additional charge was incurred. The City will timely deliver to the County a statement reflecting any such additional charges incurred.

3. Term. This Agreement shall be effective upon its execution by the authorized officers of each of the Parties, and shall remain in effect through June 30, 2022, unless earlier terminated in accordance with the provisions hereof. This Agreement may be extended for an additional term of up to four (4) years upon the mutual consent of the Parties.
4. Termination. This Agreement may be terminated by either party by giving sixty (60) days written notice of such termination to the other party. In the event of termination, all animals being housed under this Agreement shall be returned to the County no later than the termination date, unless otherwise agreed between the Parties.
5. Management and Disposition of Animals.
 - A. Animals delivered to the City for housing and care under this Agreement will be released to the animal's owner or to any other person or entity upon the authorization of the County through instruction of the officer delivering the animal or any other County animal control officer, sheriff's deputy or other officer designated by the County as having such authority. If there is any question regarding the release of an animal, the City may require that the authorization for such release be made in writing.
 - B. If the owner of the animal cannot be identified or cannot be located, or if the County determines that the animal should not be released to its owner, then the County through its authorized officers may instruct the City to place the animal for adoption or other disposition as determined by the County. If the animal is determined to be adoptable, the County will cooperate with the City in placing the animal for adoption through programs available to and in use by the City. If the animal is determined not to be adoptable, it will be disposed of in accordance with the animal control ordinances and regulations of the County and at the County's expense.
6. Mutual Waiver of Liability; Immunities. Each of the Parties hereto expressly waives any claim for liability or damages of any sort as against the other party in connection with the housing, care, treatment, adoption and disposition of animals pursuant to this Agreement. This waiver of liability shall not be deemed to affect in any way the immunities and limitations of liability of the Parties under the New Mexico Tort Claims Act, Section 41-4-1 *et seq.*, NMSA 1978, which shall remain in full force and effect and shall not be deemed to be altered by any provision of this Agreement.
7. Governing Law. This Agreement is entered into in the State of New Mexico for governmental services to be performed in the State, and shall be governed by the laws of the State of New Mexico.
8. Cooperation in the Event of Claim. If any third-party claim is alleged against either of the Parties hereto in connection with the impoundment, housing, care, treatment or disposition

of any animal under this Agreement, the Parties agree to cooperate fully with each other to share documents, records, and other information needed for defense against and resolution of such claim.

9. Amendment. This Agreement may be amended by the mutual written agreement of the Parties hereto, executed with the same formalities as this Agreement.
10. Notice. Any notice required or authorized under this Agreement may be made by delivery to the Parties or either of them at the following addresses:

Truth or Consequences: City of Truth or Consequences
Attn.: City Manager
505 Sims Street
Truth or Consequences, New Mexico 87901

Sierra County: Sierra County
Attn.: County Manager
855 Van Patten
Truth or Consequences, New Mexico 87901

IN WITNESS WHEREOF the Parties through their authorized officers have executed this Agreement effective as of the date executed on behalf of both of the Parties.

CITY OF TRUTH OR CONSEQUENCES

SIERRA COUNTY

Juan A. Fuentes
City Manager

Kenneth Lyon
County Commission Chairman

Date: _____

Date: _____

JOINT POWERS AGREEMENT
TO PROVIDE ANIMAL CONTROL WITHIN THE BOUNDARIES OF
THE COUNTY OF SIERRA

BETWEEN

THE COUNTY OF SIERRA
AND
THE CITY OF TRUTH OR CONSEQUENCES

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

I. RECITALS

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

WHEREAS, stray dogs, cats and other animals running at large in Sierra County pose a danger to the health safety and welfare of the citizens of the County; and,

WHEREAS, THE City employs and equips animal control officers and,

WHEREAS, the County currently does not have an animal control program; and,

WHEREAS, the County and City have agreed to share resources in order to protect the citizens of the County and to humanely treat the stray animals in the County through the joint exercise of the City's Animal Control Officers,

NOW THEREFORE, the parties hereby agree as follows:

II. COMMON POWER

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

III. SCOPE OF DUTIES
THE CITY SHALL

1. Proved, through Animal Control Officers, control of dogs and other animals and enforce of the County's Animal Control regulations.
2. Respond to service calls for animal control within the county from only the County Manager, County Clerk's Office or a County Law Enforcement Officer.
3. Upon receipt of a call for service the ACO will respond in a timely manner. Said response shall be for no longer than one (1) hour time. If pursuit/search of the animal will go beyond the first authorized hour, the ACO must seek approval for one or more additional hour(s) is/are not authorized in the manner prescribed by this agreement, the pursuit/search will be discontinued.
4. Upon capture of an animal, the ACO will transport said animal to the "animal shelter" unless the owner can be located before the animal is transported.
5. Submit to the County a monthly statement showing amount due and dates which the City ACO responded to calls from the County.

III. SCOPE OF DUTIES (Cont'd)

THE COUNTY SHALL

1. Pay to the City the sum of Thirty Dollars (\$30.00), for each response by the time by the City Animal Control Officers as requested by the County.
2. Be responsible for any charges arising from the "animal shelter" related to care, feeding, and disposal.
3. Be responsible for any enforcement action against the responsible County resident.
4. Pay the hourly rate for any Court time resulting from enforcement action.
5. Make payment to the City within Thirty (30) days after receipt of each monthly statement.

IV. TERM

This JPS becomes effective upon signature by all parties hereto and approval by DFA pursuant to NMSA 1978, Section 11-1-3 (1961) and shall remain in effect for three (3) years until it is terminated pursuant to the terms of this JPA.

V. PROPERTY

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

VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS

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

VII. AMENDMENT

This JPA shall not be altered, modified, or amended except by an instrument in writing executed by both parties hereto and approved by the New Mexico Department of Finance and Administration ("DFA")

VIII. ASSIGNMENT

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

IX. GOVERNING LAW

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

X. SEVERABILITY

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

XI. INTEGRATION OF JPA

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

XII. NEW MEXICO TORT CLAIMS ACT

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

XIII. PRIVILEGES, EXEMPTIONS, and IMMUNITIES

Pursuant to the provisions of the Joint Powers Act, NMSA 1978, Sections 11-1-1 et seq., all privileges and immunities from liability, exemptions from laws, ordinances, and rules, which apply to the activity of officers, agents, or employees of any signatory public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties under the provisions of the JPA.

XIV. TERMINATION OF JPA

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

XV. CONTACT and NOTICES

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

Sierra County contact person name and mailing address:

Bruce Swingle
Sierra County Manager
855 Van Patten
T or C, NM 87901
Telephone: (575) 894-6215
Fax: (575) 894-9548

Truth or Consequences contact person name and mailing address:

Juan Fuentes
City Manager
505 Sims Street
T or C, NM 87901
Telephone: (575) 894-6673
Fax: (575) 894-7767

XVI. SUBCONTRACTING

Each party is responsible for fulfillment of this JPA and shall not subcontract any of its responsibilities.

XVII. SURPLUS FUNDS

This agreement does not contemplate the advancement of funds from the County to the City, therefore the document does not contain a clause specifying that excess funds will be returned to the County.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

APPROVED, ADOPTED, and PASSED on this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SIERRA:

Kenneth Lyon, CHAIR

Frances Luna, VICE-CHAIR

ATTEST BY:

Sherry Fletcher, MEMBER

Shelly Trujillo, COUNTY CLERK

APPROVED, ADOPTED, and PASSED on this _____ day of _____, 2018

CITY OF TRUTH OR CONSEQUENCES

ATTEST BY:

Juan Fuentes, CITY MANAGER

Renee Cantin, CITY CLERK

APPROVED

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Cabinet Secretary

Date: _____



F.S

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Re-appointment of Cary "Jagger" Gustin as the Film Liaison

BACKGROUND:

Mr. Cary "Jagger" Gustin has served as the Film Liaison for many years and is requesting the Commission to consider re-appointing him to serve in this position. He is requesting to be appointed again for a two year term.

STAFF RECOMMENDATION:

Approve the reappointment for a two year term.

SUPPORT INFORMATION:

Draft letter of re-appointment.

Steven L. Green
Mayor

Sandra K. Whitehead
Mayor Pro-Tem

Kathleen Clark
Commissioner



Rolf Hechler
Commissioner

Paul Baca
Commissioner

Juan A. Fuentes
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-0363
www.torcnum.org

August 23, 2018

New Mexico Film Office
1100 Saint Francis Drive, Suite 1213
First Floor Joseph Montoya Building
Santa Fe, New Mexico 87505

To the New Mexico State Film Office:

Re: Endorsement for Cary "Jagger" Gustin, Film Liaison

Mr. Nick Maniatis,

The City Commission of the City of Truth or Consequences, New Mexico at their Regular meeting held August 22, 2018, voted unanimously to re-appoint Cary "Jagger" Gustin as the City of Truth or Consequences Film Liaison Representative.

Mr. Gustin has served as the City of Truth or Consequences Film Liaison, and is well acquainted with City and County Locations which have been used for films; he also has extensive Community knowledge, through leadership roles on Boards of Director. Mr. Gustin is very familiar with the City of Truth or Consequences and the surrounding areas. We are fortunate to have Mr. Gustin's knowledge and experience.

We wish to encourage the New Mexico Film Office to work closely with Mr. Gustin; as the home to Spaceport America, our Historic District's cluster of 1950's store fronts, the areas water ways encompassing the Rio Grande River, Elephant Butte Lake, Caballo Lake and the Hot Mineral Springs area; not to mention Ghost towns and outlying County regions to include major cattle and Bison ranch operations, we are the premiere site for film locations. Exciting things are happening here in Truth or Consequences.

This endorsement stays in effect approximately two (2) years and expires at the end of the following fiscal year, which is June 30, 2020.

Sincerely,

Reneé L. Cantin, City Clerk-Treasurer

CC: Cary "Jagger" Gustin



G.1

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Public Hearing - Ordinance No. 697 for amending the code to allow the operation of recreational Off-Highway Vehicles (OHV's) and All-Terrain Vehicles (ATV's) on maintained streets or roads owned and controlled by the City of Truth or Consequences.

BACKGROUND:

The City Commission has expressed an interest in adopting an Ordinance that permits the operation of Off-Highway Vehicles (OHV's) and All-Terrain Vehicles (ATV's), subject to restrictions contained in the Ordinance.

The proposed Ordinance is similar to the recently-adopted County Ordinance with changes taken from a recent State Senate Bill.

The section that deals with permits was removed at the direction of the City Commission.

STAFF RECOMMENDATION:

None. Presentation only.

SUPPORT INFORMATION:

Ordinance No. 697

Name of Presenter: Jay Rubin, City Attorney	Department:	Meeting date: 08/22/2018
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CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 697

ORDINANCE AUTHORIZING THE OPERATION OF RECREATIONAL OFF-HIGHWAY VEHICLES AND ALL-TERRAIN VEHICLES ON MAINTAINED STREETS OR ROADS OWNED AND CONTROLLED BY THE CITY OF TRUTH OR CONSEQUENCES AS SET FORTH IN THIS ORDINANCE.

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

That this ordinance is hereby added to the Code of Ordinances of the City of Truth or Consequences, and such section shall read as follows:

SECTION ___ OPERATION OF RECREATIONAL OFF-HIGHWAY VEHICLES AND ALL-TERRAIN VEHICLES ON MAINTAINED STREETS OR ROADS

Section 1: OPERATION OF RECREATIONAL OFF-HIGHWAY VEHICLES AND ALL-TERRAIN VEHICLES ON MAINTAINED STREETS OR ROADS

WHEREAS, the New Mexico Legislature amended Section 66-3-1011 NMSA 1978 to allow the operation of recreational off-highway and all-terrain vehicles on maintained streets or roads owned and controlled by the authorizing entity, subject to certain conditions;

WHEREAS, the Governing Body of the City of Truth or Consequences has adopted by reference the 2016 Compilation of the New Mexico Uniform Traffic Ordinance, which allows the operation of recreational off-highway and all-terrain vehicles on maintained streets or roads owned and controlled by the authorizing authority, subject to certain conditions;

WHEREAS, the Governing Body of the City of Truth or Consequences now deems it desirable to allow the operation of recreational off-highway and all-terrain vehicles on maintained streets or roads owned and controlled by the City of Truth or Consequences, subject to certain conditions:

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

SECTION 1. PURPOSE.

The purpose of this ordinance is to allow the operation of recreational off-highway and all-terrain vehicles on maintained streets, roads, or highway owned and controlled by the City of Truth or Consequences, as authorized in this Ordinance.

SECTION 2. DEFINITIONS.

As used in this Ordinance:

- A.** "All-Terrain Vehicle" (ATV) is a type of off-highway motor. An all-terrain vehicle means a vehicle fifty inches or less in width, having an unladen dry weight of one thousand pounds or less, traveling on three or more low-pressure tires and having a seat designed to be straddled by the operator and handlebar-type steering control, or as otherwise defined in Section 66-3-1001.1(E)(1) of the Off-Highway Motor Vehicle Act.
- B.** "Recreational Off-Highway Vehicle" (OHV) is a type of off-highway motor vehicle. A recreational off-highway vehicle means:
 - (1) A recreational off-highway vehicle is a motor vehicle designed for travel on four or more non-highway tires, for recreational use by one or more persons, and having:
 - (a) a steering wheel for steering control;
 - (b) non-straddle seating;
 - (c) maximum speed capability greater than thirty-five miles per hour;
 - (d) gross vehicle weight rating no greater than one thousand seven hundred fifty pounds;
 - (e) less than eighty inches in overall width, exclusive of accessories;
 - (f) engine displacement of less than one thousand cubic centimeters; and
 - (g) Identification by means of seventeen-character vehicle identification number; or
 - (2) By rule of Department of Game and Fish, any other vehicles that may enter the market that fit the general profile of vehicles operated off the highway for recreational purposes.

SECTION 3. OPERATION OF RECREATIONAL OFF-HIGHWAY VEHICLE OR ALL-TERRAIN VEHICLE ON MAINTAINED STREETS OR ROADS OWNED AND CONTROLLED BY THE CITY OF TRUTH OR CONSEQUENCES.

A. A person shall not operate an off-highway motor vehicle on:

- (1) Limited access highway or freeway at any time; or

- (2) Paved street except as provided in Subsections B, C, D, E, F and G below.
- B.** A recreational off-highway vehicle or all-terrain vehicle may be operated on a maintained street or road owned and controlled by the City of Truth or Consequences, if:
- (1) The vehicle has one or more headlights and one or more tail-lights that comply with the Off-Highways Motor Vehicle Act, Chapter 66, Article 3, NMSA 1978;
 - (2) The vehicle has brakes, mirrors, and mufflers;
 - (3) The operator has valid driver's licenses or permits as required under the Motor Vehicle Code and off-highway motor vehicle safety permits as required under the Off-Highway Motor Vehicle Act;
 - (4) The operator is insured in compliance with provisions of the Mandatory Financial Responsibility Act, Chapter 55, Article 5, NMSA 1978; and
 - (5) The operator of the vehicle is wearing eye protection.
 - (6) If the operator is under eighteen (18) years of age, the operator is wearing a safety helmet that complies with the Off-Highway Motor Vehicle Act.
 - (7) A person under the age of eighteen (18) shall be required to successfully complete an off-highway motor vehicle safety training course for which the person shall have parental permission. The course shall be conducted by an off-highway motor vehicle safety training organization that is approved and certified by the department. Upon successful completion of the course, the person shall receive an off-highway motor vehicle safety permit issued by the organization.
- C.** Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossing is made after coming to a complete stop prior to entering the street. Off-highway motor vehicle shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then crossing in the most direct manner, as close to a perpendicular angle as possible.
- D.** A person shall not operate an off-highway motor vehicle on state game commission-owned, state game commission-controlled or state game commission-administered land, except as specifically allowed pursuant to the Habitat Protection Act, Chapter 17, Article 1, NMSA 1978.
- E.** A person shall not operate an off-highway motor vehicle on land owned, controlled or administered by the State Parks Division of the energy, minerals and natural resources department, pursuant to the State Parks Division statute, Chapter 16, Article 2, NMSA

1978, except in areas designated by and permitted by rules adopted by the secretary of energy, minerals and natural resources.

F. Unless authorized, a person shall not:

- (1) Remove, deface or destroy any official sign installed by a state, federal, local or private land management agency; or
- (2) Install any off-highway motor vehicle-related sign.

G. The speed limits shall be as defined below:

- (1) The speed limit for all-terrain vehicles operated within the City shall be the posted speed limit. If the posted speed limit is higher than 35 miles per hour, the operator shall operate the all-terrain vehicle on the extreme right hand side of the roadway.
- (2) The speed limit for recreational off-highway vehicles, ATV's, operated within the City shall be the posted speed limit. Pursuant to NMSA 1978, Section 66-3-1003.1 (2017), an off-highway motor vehicle owner who wishes to indicate an intent to operate off-highway motor vehicle on paved streets or highways in accordance with this Ordinance and the Off-Highway Motor Vehicle Act may apply for the issuance of a standardized special off-highway motor vehicle paved road use vehicle plate.

SECTION 4. EXEMPTIONS.

Pursuant to NMSA 1978, Section 66-3-105 (2006), the provisions of this Ordinance shall not apply to persons who operate off-highway motor vehicles on privately held lands or to off-highway motor vehicles that are:

- A.** Owned and operated by an agency or department of the United States, this state or a political subdivision of this state;
- B.** Operated exclusively on lands privately held; provided that the appropriate tax or fee has been paid in lieu of the motor vehicle registration fees;
- C.** Owned by nonresidents and used in this state only for organized and endorsed competition purposes; provided that the use is not on a rental basis;
- D.** Brought into this state by manufacturers or distributors for wholesale purposes and not used for demonstrations;
- E.** In the possession of dealers as stock-in-trade and not used for demonstration purposes;

- F. Farm tractors, as defined in Section 66-1-4.6 NMSA 1978, special mobile equipment, as defined in Section 66-1-4.16 NMSA 1978, or off-highway motor vehicles being used for agricultural operations; or
- G. Used exclusively on private closed courses, whether owned by the rider or another person; provided that, if applicable, the excise tax and registration fees have been paid and are current.

SECTION 5. SEVERABILITY.

In the event that any clause, sentence, paragraph, section, or other portion of this Ordinance is found by any Court of competent jurisdiction to be invalid, it is the intent of the Governing Body that the remaining portions of the ordinance be given full force and effect. It is the expressed intent of the City Commission to adopt each section, phrase, paragraph, and word of this Ordinance separately.

SECTION 6. REPEAL.

All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent they conflict with this Ordinance.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty (30) days after the Ordinance has been recorded.

Section two. All other provisions of the aforementioned codes not specifically amended by this ordinance, shall remain unchanged and in full force and effect as written.

Section three. Effective date. The provisions of this Ordinance shall become effective five (5) days upon the publishing of its adoption.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this ____ day of _____, 2018.

Steve Green, Mayor

ATTEST:

Renee L. Cantin, City Clerk



G.2

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Public Hearing: Special Use Permit for Junkyard at 1807 S. Broadway. Applicant is Gary Whitehead.

BACKGROUND:

Mr. Whitehead is applying for a Special Use Permit to create a junkyard at 1807 S. Broadway that will serve as vehicle storage for Hot Springs Towing. The property does not face Broadway directly and will be fenced from public view.

STAFF RECOMMENDATION:

None. Public Hearing.

SUPPORT INFORMATION:

Special Use Permit application,
C-1 and M-1 Zone Descriptions,
Aerial image of the property,
Staff commentary

Materials provided by staff for Commission Review:

Provisions for Special Use Permit from the code

C-1 Zone Description from the code

M-1 Zone Description

The provisions for special use permit have been provided for the Commission to consider in making this determination. Below the provisions, staff has provided a brief commentary on this application

A. Provisions for special use permit.

1. In making a decision on a Special Use Permit, the Planning and Zoning Commission and the City Commission shall review the following factors and accord each factor the necessary weight on a case-by-case basis.

- a. The increase in congestion of streets and other rights-of-way;
- b. Diminishment of safety from fire, panic and other dangers;
- c. Diminishment to the health and general welfare of the public;
- d. Degradation of light and air for all properties in the immediate area of the proposed Permit; increases of overcrowding of land and undue concentrations of populations;
- e. Adverse effects on provisions for transportation, water, sewer, schools, parks and other public facilities or increases in the effects of natural hazards;
- f. Increases or facilitation of the unlawful use of structures, buildings or land; and
- g. Promote the use or waste of energy in the use of structures, buildings, and land.

2. Special Use Permits **shall not be granted** in such cases where the use will result in negative impacts, which substantially outweigh the positive impacts of the purposed use.

Staff Commentary:

The description of the C-1 Zone has been provided with permitted, conditional, and special uses related to automotive repair and storage highlighted. You may note that there is a requirement under point 22 of conditional uses that any exterior storage of wrecked vehicles must be at least 100 feet from any residential district. Though there are residences near this property, it is surrounded by the C-1 Zone and is not with 100 feet of a residential zone.

The description of the M-1 Zone has been provided because it is the only mention in the code of a "junkyard."

As noted on the Commission Action Form, staff recommends approval of this Special Use Permit.



BUILDING/PLANNING DEPARTMENT
Voice - (575) 894-6673 x 110 Fax - (575) 894-0363
E-mail Rtravis@torcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

Related Case(s)

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED:

- | | | |
|--|--|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input checked="" type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input type="checkbox"/> Variance (\$25) | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input type="checkbox"/> Summary Plat (\$50) |
| | | <input type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any): Whitehead Partners LLC

Project Description (add extra page(s) if needed):

Construct a private long term vehicle storage facility

Property Address/Location: 1807 S Broadway

Assessor's Parcel Number(s): _____

Total Gross Lot Area: 70,000 sq ft

Total Net Lot Area: _____

Existing Master Plan/Comprehensive Plan Designation: _____

Existing Zoning Designation: _____

Proposed Master Plan Designation (if applicable): _____

Proposed Zoning Designation: _____

Existing Uses and or Structures on Site: _____

Surrounding Uses: North: Vacant land

South: Vacant land

East: Road

West: Residential

APPLICANT/ REPRESENTATIVE Name:		REPRESENTATIVE(S):	
Address: <u>PO Box 846</u>		Telephone No.:	
City: <u>TORC</u>		Fax No.:	
State: <u>NM</u>		Zip Code: <u>87901</u>	
Contact Person: <u>Gary Whitehead</u>		E-mail Address: <u>gwhitehead028@gmail.com</u>	
I certify under penalty of perjury that all the application information is true and correct:			
Applicant's Signature: <u>[Signature]</u>		Date: <u>7.10.15</u>	
PROPERTY OWNER/ AGENT Name: <u>Whitehead Partners LLC</u>		Telephone No.: <u>(575) 740-2040</u>	
Address: <u>PO Box 846</u>		Fax No.:	
City: <u>TORC</u>		State: <u>NM</u>	
Contact Person:		Zip Code: <u>87901</u>	
E-mail Address:			
The City will provide the applicant with hearing notices and staff reports unless another party is identified.			
Date/Time Received: <u>7/10/15 10:54am</u>		Receipt Note: <u>107037</u>	
Received By: <u>[Signature]</u>		Amount Received: \$ <u>2500</u>	

PLANNING APPLICATION FORM -page 2

I, Whitchard Partners LLC am the owner of the property described in this application and hereby authorize

Gary Whitehead
Print Name

Name of applicant or representative

to act on my behalf on matters pertaining to this application.

Property Owner's Signature: [Signature]

Date: 7.10.15

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

ENGINEER Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

APPLICANT'S AGREEMENT:

Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof.

Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

Applicants) agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED:

[Signature]
Applicant's Signature

7.10.15
Date

Gary Whitehead
Name of Applicant (Print)

July 10, 2018

Whitehead Partners LLC
PO Box 846
T or C, NM 87901

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

Re: Special use permit for 1807 S. Broadway

To whom it may concern,

At this time we are requesting a special use permit for the above listed property. The property is located in a C-1 zone. There is approximately 1.6 acres or 70,000 square feet. The property is located well off the frontage road (S. Broadway). We have been using the property primarily for storage of vehicle and personal property since our move from 2501 S. Broadway to 901 N. Date (Whitehead Chevrolet). Our plan is to add a 7000 square foot enclosed vehicle storage area (80x80).

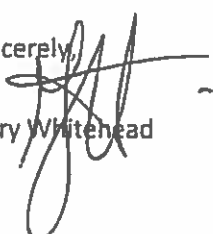
One of our business operations is Hot Springs Towing. The main office is located at 510 S. Broadway. When the storage yard is complete, we will be allowed to hold up to 5 vehicles at this location for a short period of time (5 days). At the end of the time period we will need a place to take the vehicle(s) for longer storage time. This place needs to be safe, secure and out of sight. The property at 1807 S. Broadway offers this. We will construct a 6 foot high metal privacy fence around the 80'x 80' area on the property. The top of the fence will have security wire. We will add electric to the area to power a small office, lighting and security cameras.

C-1 allows for many different uses in the automotive field. There is no provision for long term storage of wrecked or abandoned vehicles. We believe that your approval of this special use will not have a negative effect on the area. There is a vehicle storage yard (Sierra Collision) just 5 blocks to the east. They have built a very nice, private, secure facility. There are three automotive repair shops in the area that have outside storage of vehicles. Finally, our facility will be constructed on the backside of the property and will be secure and private to keep these vehicles out of the public view.

We have spoke with 3 of our adjacent land owners, and they have no concerns with our planned use of this property. We look forward to the opportunity to discuss this request with staff and the planning committee. Thank you in advance for your consideration.

Sincerely,

Gary Whitehead



Area Map of 1807 South Broadway:
Subject Property Outlined in Orange



Sec. 11-9-7. - C-1 General Commercial District.

- A. **PURPOSE.** The intent of the C-1 District is to provide for certain commercial/retail uses which serve both transient and local trade. The District is intended for areas surrounding major arterial or collector streets where a wide range of automobile-related service facilities, convenience goods and personal services are desirable and appropriate as a land use.
- B. **DEVELOPMENT STANDARDS.** Development standards and other requirements are provided in Articles X through XIV of this Code.
- C. **C-1 PERMITTED USES.**

• Accountant Office	• Arts and Crafts Studio
• Advertising Services	• Auditoriums
• Animal Hospital and Clinic	• Automobile Parking Lot
• Auto and Camper Sales, Service and Rental	• Gasoline Pumps
• Automotive Equipment	• Gasoline Stations
• Bakery	• Gift Shop
• Banking and Financial Institution	• Glass Cutting and Finishing
• Barber Shop and Beauty Parlor	• Golf Course
• Bathhouse or Spa	• Grocery Store
• Bicycle Sales and Service	• Gymnasium
• Boat and RV Storage	• Hardware Store
• Bookstores and Stationery Shops	• Heavy Equipment Sales
• Building and Other Construction-Contractor: office only	• Hobby Shop
• Business Service Establishment	• Hospital or Overnight Clinic

• Butcher Shop and Meat Sales	• Hotel and Motel
• Catering	• Household Appliance Sales and Service and Repair
• Cigarette and Cigar Shop	• Insurance Services
• Clinic	• Institutions, Public and Quasi-Public
• Clothing Store and Apparel Shop	• Jewelry Store
• Coffee Shop	• Kennel, Commercial
• Columbarium	• Laboratory (medical, dental or engineering)
• Community Center or Public Office Building	• Liquor Store - Taverns and Package Stores
• Convenience Store	• Pet Shop or Grooming Parlor
• Convention or Exhibition Hall	• Photographic Studio and Supply Store
• Country Club	• Plant Nursery
• Dance Hall or Music Academy	• Plumbing and Heating Shop
• Dentist Office	• Pool and Billiard Room
• Department Store	• Post Office
• Dressmaking Shop	• Private Club or Lounge
• Drugstore	• Public Park, Playground and Recreational
• Dry-cleaning and Steam cleaning Establishment	• Radio, Television Broadcasting Studios, Music Store
• Electrical Shop and Electricians	• Real Estate Services

• Farm Machinery	• Restaurant
• Farm and Ranch Products and Supplies	• Retail Sales
• Fast Food Sales including Drive-In Sales	• Roofing and Sheet Metal Shop
• Firewood Sales	• Shoe Repair
• Florist Shop	• Show and Sales Room for Business Products
• Food Store	• Skating Rink
• Frozen Food Locker	• Sporting Goods Store
• Funeral Home, Mortuary (including crematorium)	• Tailoring
• Furniture and Home Furnishings	• Taverns and Cocktail Lounges
• Taxicab Transportation	• Travel Agency
• Telephone Exchange Station	• Upholstery
• Telegraph and Messenger Service	• Variety Store
• Tire Sales and Service	• Warehousing and Storage
• Title and Abstracting Services	• Watch and Clock Sales and Service

D. **PERMITTED USES—WITH CONDITIONS.** The following C-1 uses are permitted in accordance with stated conditions and upon approval by the Planning and Zoning Commission.

1. Adult Entertainment Uses: Uses such as adult bookstores, adult movie theaters, and adult news racks, as defined in Article 8 of this Code, shall be permitted provided such use is located a minimum of three hundred (300) feet from a property line of any:

- a. School;

- b. Church;
- c. Public park or recreational facility;
- d. Residential District;
- e. Another adult entertainment facility.

There shall be no public display visible outside of the building. In addition, display of adult pictures of other materials within a grocery store, bookstore, or other retail or wholesale store shall be concealed from public view.

- 2. Amusement Park or Enterprise: Subject to any other provisions and requirements of the Municipal Code. Temporary amusement enterprises are prohibited within three hundred (300) feet of any residential zoning District. Permanent amusement enterprises are prohibited within five hundred (500) feet of any residential zoning District.
- 3. Automobile Body and Repair Shop: Not permitted within one hundred (100) feet of any residential District.
- 4. Bank Drive-up Windows: Stacking lane(s) of one hundred eighty (180) feet by ten (10) feet for each drive-up must be provided and designed to insure that no bank traffic backs onto the street giving access. Banks must be located on a collector or arterial streets as shown on the City Street Plan.
- 5. Bowling Alley: Subject to approval of site and related plans. Bowling alleys are prohibited within three hundred (300) feet of any residential zoning District.
- 6. Bus or Motor Freight Terminal: Only when located on an arterial street as designated on the City Street Plan.
- 7. Car Washes: There shall be no run-off onto neighboring properties or streets resulting from the use. Any discharge into public liquid waste disposal systems shall be approved by the administrator of the system prior to approval of the business. If the subject property is not served by a public waste disposal system, approval from the New Mexico Environmental Department shall be required.
- 8. Child Care Center, Nursery or Similar Use: Play areas shall be in accord with State licensing requirements and enclosed by a solid wall or fence five (5) feet in height.
- 9. Christmas Tree Sales: Temporary, not prior to November 15, provided lots are cleaned and removed by December 31.
- 10. Church: Only when located on an arterial or collector street as designated on the City Street Plan.
- 11. Construction or Contractor's Yard: Yard shall be maintained in a neat and orderly fashion and enclosed by a fence at least six (6) feet in height except that the height shall be limited to three (3) feet above street curb within a clear site triangle as defined in this Code.

12. Drive-In Theater: Subject to approval of site and related plans.
13. Firewood Sales: No more than twenty (20) cords stored on site.
14. Flea Market: Subject to any other requirements of the Municipal Code.
15. Furniture Assembly (Accessory Use): Permitted only as an incidental or accessory use to retail sales. Maximum floor area for assembly shall not exceed three thousand (3,000) square feet, not exceed thirty percent (30%) of the total business floor area, and shall be within the same building.
16. Gas Pressure Control Stations: (Public or Private Utility.)
17. Heavy Equipment Repair (Accessory Use): Permitted only as an incidental or accessory use to heavy equipment sales. Floor area for repair shall not exceed three thousand (3,000) square feet and not exceed thirty percent (30%) of the total gross floor area. Welding is permitted only in conjunction with repair and shall not be used for the purpose of heavy equipment assembly.
18. Miniature Golf Course: Subject to approval of site and related plans. Not permitted within one hundred (100) feet of any residential District.
19. Mini Storage Units: Units shall not be used for commercial sales of products, merchandise, service or repair. (This does not preclude a business from using storage units solely for storage of commercial or business related items provide that the actual commercial operation or business is conducted elsewhere, and there is no external evidence of the business at the storage unit.)
20. School, Public, Private or Trade: Sites shall be located on an arterial or collector street as shown on the City Street Plan.
21. Shopping Center: Providing site, drainage, and related plans for the entire development are approved.
22. **Storage of Wrecked or Dismantled Vehicles and Parts (Accessory Use):** The storage of wrecked and dismantled vehicles and parts thereof shall be permitted only as an incidental accessory use to a vehicle repair establishment or a body shop:
 - a. Storage shall be within an enclosed building or within a sight-obscuring fence at least six (6) feet in height;
 - b. Vehicles and parts stored at the exterior of the building shall be owned by customers of the business and such storage shall be only for the purpose of repair and return to customer;
 - c. Exterior storage of vehicles shall not remain on the premises for a period exceeding three (3) months;
 - d. A maximum of five (5) wrecked vehicles may be stored at the building exterior during any one time;
 - e. Exterior storage shall be a minimum of one hundred (100) feet from a residential

District.

23. Swimming Pools: Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line, and approval from all utilities is required to insure overhead safety.
24. Television and Radio Towers and all Other Free Standing Towers (Public and Private Uses): Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code standards.
25. Welding (Accessory Use): Welding shall be permitted only as an incidental or accessory use necessary for the repair of vehicles or equipment permitted in the C-1 District. Welding uses shall be approved by the Fire Department and shall be in accord with any other provisions of the Municipal Code.
26. Wrecker Service: In accord with storage of wrecked vehicle provisions of Item D.22 of this Section.

E. *SPECIAL USES FOR C-1 DISTRICT.* The following uses require approval of the City Commission. Specific conditions and provisions for special use may be referred to in Article V.

1. Dwelling Unit: Special Use Permits are required for dwellings within the C-1 District upon lots or other parcels located directly adjacent to Broadway Avenue, Main Street or Date Street. Dwellings elsewhere within the C-1 District are permitted by right. Manufactured Homes (MH's) are permitted within the C-1 District subject to the provisions stated herein and in Articles 11 and 14.
2. Apartments ten (10) unit minimum)
3. Concrete Sales and Ready Mix
4. Correctional Facilities and Institutions
5. Heavy Equipment Repair and Service
6. Kennel (Commercial)
7. Manufactured Home Park or Subdivision: Subject to the provisions of Articles 11 and 14.
8. Propane or Liquefied Petroleum Gas Distribution Point: Up to two thousand (2,000) gallons, not be located within three hundred thirty (330) feet of any residential zoning district, or within the area bounded by Date, Main and Austin Streets.
9. Racetrack
10. Residential Vehicle Park
11. Recycle Purchase Center
12. Stadium: Baseball, Football, Soccer or Track.
13. Townhouses (R-2 Development Standards apply)
14. Welding Shop

Sec. 11-9-8. - M-1 Light Manufacturing District.

- A. **PURPOSE.** The M-1 District is intended to accommodate a wide variety of light packaging, compounding, wholesaling and distribution operations with no limitations on size. Such uses shall be constructed and operated to insure that there is no excessive noise, vibration, smoke, dust or other particulate matter, toxic or noxious matter, humidity, heat or glare, at or beyond any lot line of the parcel on which it is located. Excessive is defined as a degree exceeding that caused in their customary manner of operation by uses permitted in the M-1 District, a degree injurious to the public health, safety, welfare or to a degree in which it is a nuisance by reason of excessiveness. Residential uses shall not be permitted except for a resident watchman, caretaker or proprietor of a commercial use.
- B. **DEVELOPMENT REQUIREMENTS.** Development standards are provided in Articles 12, 13 and 14.
- C. **M-1 PERMITTED USES.** The following uses are permitted by right in the M-1 District:

• Animal Hospital and Clinic	• Auto and Camper Sales, Service and Rental
• Arts and Crafts Studio	
• Auditoriums	• Automotive Equipment
• Automobile Repair or Body Shop	• Banking and Financial Institution
• Barber Shop and Beauty Parlor	
• Bathhouse	• Laboratory (medical, dental or engineering)
• Bicycle Sales and Storage	
• Boat Storage, Sales and Service	• Law Office
• Bowling Alley	• Lessons (art, music, dance and the like)
• Business Service Establishment	
• Butcher Shop and Meat Sale	• Liquor Store - Taverns and Package
• Child Care Center Sales	• Clothing Store and Apparel Shop • Lumber and Construction Materials

• Coffee Shop	• Medical Center
• Commercial or Trade School	• Metalwork and Machine Shop
• Community or Public Office Building	• Microwave Radio Relay Structure
• Concrete Sales and Ready Mix	• Miniature Golf Course
• Convention or Exhibition Hall	• Mining and Mineral Excavation
• Department Store Office	
• Drugstore	• Motion Picture Theater
• Dry Cleaning and Steam Cleaning	• Motorcycle Sales, Service and Repair Establishment
• Motor Freight Terminals	
• Electrical Shop and electricians	• Newspaper Establishment
• Fabrication Shop	• Paint Sales
• Farm Machinery	• Printing Shops
• Farm and Ranch Products and Supplies	• Pet Shop
• Firewood Sales and Storage	• Photographic Studio and Supply Store
• Food Store	• Plant Nursery
• Freight House or Truck Terminal	• Plumbing and Heating Shop
• Freight Warehouse and Dock	• Pool and Billiard Room
• Frozen Food Locker	• Printing and Publishing

• Funeral Home, Mortuary (including Crematorium)	• Public Park, Playground and Recreational
• Furniture and Home Furnishings	• Radio and Television Broadcasting Studios
• Gasoline Pumps	• Restaurant
• Gasoline Station	• Retail Sales
• Glass Cutting and Finishing	• Roofing and Sheet Metal Shop
• Golf Course	• Shoe Repair
• Grocery Store	• Schools: Public and Private
• Gymnasium	• Show and Sales Room for Business Products
• Hardware Store	• Skating Rink
• Heavy Equipment Sales, Service and Repair	• Taverns and Cocktail Lounges
• Hotel and Motel	• Taxicab Transportation
• Household Appliance Sales, Service and Repair	• Telephone Exchange Station
• Laboratory	• Telegraph and Messenger Service
• Warehousing or Wholesale Distribution of Goods	• Upholstery Shop
• Warehousing and Storage	• Tires, Blocks and similar products
• Watch and Clock Repair	• Packaging of: Food Products, Cosmetics
• Welding Shop	• Pharmaceuticals, Toiletries

• Assembly of: Electronic or Mechanical Parts and Equipment	• Processing and Compounding of: Bakery Goods, Candy or Food Products
• Manufacturing of: Consumer goods such as: Appliances, Batteries, Furniture, Garments, (including distribution office)	• Storage of products: Merchandise, Domestic Goods, and Raw Materials

D. **CONDITIONAL USE.** The following M-1 uses are permitted in accordance with stated conditions and approval of the Planning and Zoning Commission.

1. **Adult Entertainment Uses:** Uses such as adult bookstores, adult movie theaters, and adult news racks, as defined in Article 8 of this Code, shall be permitted provided such use is located a minimum of three hundred (300) feet from a property line of any: a) school; b) church; c) public park or recreational facility; d) residential District and e) another adult entertainment facility. There shall be no public display visible outside of the building. In addition, display of adult pictures of other materials within a grocery store, bookstore, or other retail or wholesale store shall be concealed from public view.
2. **Amusement Park or Enterprise:** Subject to other provisions and requirements of the Municipal Code. Permanent amusement enterprises are prohibited within three hundred (300) feet of a residential District.
3. **Automobile Washing Establishments:** A waiting aisle of forty (40) feet in length shall be provided for each stall. All related traffic shall be contained off-street.
4. **Bank Drive-Up Window:** Stacking Lane(s) one hundred eighty (180) feet long and ten (10) feet wide for each drive-up window must be designed to insure that no bank traffic backs onto the street giving access. Banks must be located on a collector or arterial street as shown on the City Street Plan.
5. **Body Shop:** Buildings shall be located a minimum of three hundred (300) feet from a residential District boundary and shall have Fire Department approval.
6. **Construction or Contractor's Yard:** Yard shall be maintained in a neat and orderly fashion and enclosed by a sight obscuring fence a minimum of six (6) feet in height. However, there shall be no fence or wall more than three (3) feet in height within the clear sight triangle of a street intersection as defined in Article 8 of this Code.
7. **Drive-In Theater.**
8. **Dwellings (Accessory Use) - Proprietor, Resident Watchman or Caretaker Only:** Provided such use shall be a single-family dwelling located on the same property as the business.
9. **Flea Market:** Subject to other requirements of the Municipal Code.

10. Open or Exterior Storage and Display (Merchandise, Materials): Storage or display of materials on the exterior of a building shall be completely enclosed by a fence or wall of solid construction, no less than six (6) feet in height, except for manufactured homes, cars, trucks or motorcycles.
11. Paint Shop (Mixing, Treatment and Spraying): Buildings shall be located one hundred (100) feet from any residential zoning District and shall have Fire Department approval.
12. Storage of Wrecked or Dismantled Vehicles and Parts Thereof: The storage of wrecked and dismantled vehicles and parts thereof shall be permitted only as an incidental or accessory use to a vehicle repair establishment or body shop, permitted in the M-1 District. Such use shall be in accordance with the following requirements.
 - a. Storage shall be within an enclosed building or within a sight obscuring fence at least six (6) feet in height.
 - b. Vehicles and parts stored at the exterior of a building shall be owned by customers of the business and such storage shall be only for the purpose of repair and return to customers.
 - c. Exterior storage of vehicles shall not remain on the premises for a period exceeding three (3) months.
 - d. There shall be a maximum of twenty (20) wrecked vehicles stored at the building exterior during any one time.
 - e. Exterior storage shall be a minimum of one hundred (100) feet from a residential zoning District.
13. Swimming Pools: Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be five (5) feet from any property line, and approval from all utilities is required to insure overhead safety.
14. Wrecker Services: Provided vehicle storage conforms to Item 2 (1) of this paragraph.

E. M-1 SPECIAL USES. The following uses require approval of the City Commission. Specific conditions and provisions for special uses are included in Section 11-5-6.

1. Asphalt Materials Production Plant.
2. Kennel: Commercial.
3. Junk Yard.
4. Metal or other used materials, Sales, Recycling, or Purchase Center.
5. Racetrack.
6. Recreational Vehicle Park.
7. Sand and Gravel Pit.
8. Stables: Commercial.
9. Slaughter or Packing House.

10. Television and Radio Towers and all other Free Standing Towers or Private Uses).



G.3

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Public Hearing - Summary Plat Amendment for lot split and Variance for development standards at 800 Hillcrest. Applicant is Terry Taylor.

BACKGROUND:

Mr. Taylor is applying for a Summary Plat Amendment to split his property at 800 Hillcrest, and at the same time is applying for a Variance from the Municipal Code Chapter 15, section 15-15, A2 requiring subdivided lots directly access City streets with curb, gutter, and sidewalk. The Variance is requested because no streets in the neighborhood have sidewalk, and some do not have curb and gutter. Mr. Taylor would like to be able to meet the development standard of the area.

STAFF RECOMMENDATION:

None. Public Hearing.

SUPPORT INFORMATION:

Staff commentary
Summary Plat Amendment and Variance applications
Area Map of the property

Materials provided by staff for Commission Review:

Provisions for Summary Plat Amendment from the code

Provisions for Variance from the code

The provisions for summary plat amendment and variance have been provided for the commission to consider in making this determination. Below the provisions, staff has provided a brief commentary on this application

Provisions for Summary Plat Amendment:

Approvals by Planning and Zoning Commission: The Planning and Zoning Commission may approve or deny the following types of subdivisions:

2. The subdivision of previously unsubdivided land when:

a. No more than two lots are created;

b. Both lots to be created have direct, legal, unobstructed access to an existing City maintained and paved street with curb gutter and sidewalk;

c. Both lots to be created have direct, unobstructed legal access to existing City water and wastewater lines;

d. The subdivider files with the City a Letter of Credit for funds adequate to pay to connect both lots to the City's water and wastewater lines, or, pays to the City funds for connecting both lots to the City's water and wastewater lines;

e. The new lots comply in all ways with the standards for lots contained within the City's Comprehensive Planning and Zoning Code;

f. The new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots; and,

g. No vacation of street dedications or utility easements is proposed.

A. Provisions for variance

1. The subject property must be irregular, narrow, shallow, or steep or otherwise, have physical conditions where **application of the requirements of this Code would result in practical difficulty or unnecessary hardship to the owner in the use of his land or building.**
2. The applicant shall notify all property owners of his/her intent in a manner specified in Section 11-7-2 and shall be subject to a public hearing as specified therein.
3. Variance shall not be granted in such cases where it would adversely affect adjoining properties, impair established property values, or endanger public safety.
4. Variances shall not be granted where spot zoning would occur.

Staff Commentary:

Terry Taylor is requesting a Summary Plat Amendment for his lot at 800 Hillcrest, to split it into two parcels of 28.9 and 18.5 acres. These lots meet all requirements for lot size in the district.

Point "B" of the Summary Plat Amendment Provisions has been highlighted because it is this point on which Mr. Taylor is requesting a variance. There is a deeded road easement between Radium Street and the southern border of Mr. Taylor's property providing direct legal access to a City maintained street, but Radium Street is not curb & gutter, and does not have sidewalks. Mr. Taylor is asking for a variance to allow a Summary Plat Amendment with access to a City maintained street developed to the standard of the area.

As written, the Summary Plat Amendment language would prohibit any citizen anywhere in the City from splitting a lot that does not face a paved City road that has curb & gutter and sidewalks. Staff feels this is a situation where point 1 of the provisions for variance applies.

As noted in the Commission Action Form, staff recommends approval of the Variance, and approval of the Summary Plat Amendment.



COMMUNITY DEVELOPMENT DEPARTMENT
Voice - (575) 894-6673 x 316 Fax - (575) 894-0363
E-mail sdiller@lorcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

Related Case(s)

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED:

- | | | |
|--|---|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input checked="" type="checkbox"/> Variance (\$25) <i>Sec. 25-15</i> | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input type="checkbox"/> Summary Plat (\$50) |
| | | <input type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any):

Project Description (add extra page(s) if needed):

Property Address/Location:

Assessor's Parcel Number(s): *3023099461068*

Total Gross Lot Area: *46 Acres + or -*

Total Net Lot Area: *46.4005*

Existing Master Plan/Comprehensive Plan Designation: *n/a*

Existing Zoning Designation: *n/a*

Proposed Master Plan Designation (if applicable): *n/a*

Proposed Zoning Designation:

Existing Uses and/or Structures on Site: *Residence*

Surrounding Uses: North: *R1M*

South: *Donquichotte and Residence*

East: *Burton road + Gravel*

West: *City of TAC*

APPLICANT/ REPRESENTATIVE Name:		REPRESENTATIVE(S):	
Address:		Telephone No.:	
City:		Fax No.:	
Contact Person:		State:	
I certify under penalty of perjury that all the application information is true and correct:		Zip Code:	
Applicant's Signature: <i>[Signature]</i>		Date: <i>6-25-18</i>	
PROPERTY OWNER/ AGENT Name: <i>Terry Taylor</i>		Telephone No.: <i>575-740-4884</i>	
Address: <i>800 Hillcrest</i>		Fax No.: <i>None</i>	
City: <i>TACNM</i>		State: <i>NM</i>	
Contact Person: <i>Terry Taylor</i>		Zip Code: <i>7901</i>	
E-mail Address:			
The City will provide the applicant with hearing notices and staff reports unless another party is identified.			
Date/Time Received:		Receipt No(s):	
Received By:		Amount Received: \$	

PLANNING APPLICATION FORM -page 2

I, Terry Taylor am the owner of the property described in this application and hereby authorize
Print Name
nh to act on my behalf on matters pertaining to this application.
Name of applicant or representative

Property Owner's Signature: [Signature] Date: _____

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: _____ Telephone No.: _____
Address: _____ Fax No.: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ E-mail Address: _____

ENGINEER Name: _____ Telephone No.: _____
Address: _____ Fax No.: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ E-mail Address: _____

APPLICANT'S AGREEMENT:

Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

Applicants agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED

[Signature]
Applicant's Signature

6-25-18
Date

Terry Taylor
Name of Applicant (Print)



COMMUNITY DEVELOPMENT DEPARTMENT
Voice - (575) 894-6673 x 316 Fax - (575) 894-0363
E-mail sdiller@torcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

Related Case(s)

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED:

- | | | |
|--|--|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input type="checkbox"/> Variance (\$25) | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input type="checkbox"/> Summary Plat (\$50) |
| | | <input checked="" type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any): N/A

Project Description (add extra page(s) if needed):

Property Address/Location:

Assessor's Parcel Number(s): 3023079461068

Total Gross Lot Area: 4.5 Acres

Total Net Lot Area: 4.5 Acres

Existing Master Plan/Comprehensive Plan Designation: N/A

Existing Zoning Designation:

Proposed Master Plan Designation (if applicable): N/A

Proposed Zoning Designation:

Existing Uses and/or Structures on Site: House, Mobile, Bams, Pens

Surrounding Uses: North: RM

South: Doug W. Lehead

East: BARTO - Vacant Land

West: CITY of TAC Vacant Land

APPLICANT/ REPRESENTATIVE Name: <u>N/A</u>		REPRESENTATIVE(S):	
Address:		Telephone No.:	
City:		Fax No.:	
State:		Zip Code:	
Contact Person:		E-mail Address:	
I certify under penalty of perjury that all the application information is true and correct.			
Applicant's Signature:		Date:	
PROPERTY OWNER/ AGENT Name: <u>TERRY & SUGAN TAYLOR</u>		Telephone No.: <u>575-740-4844</u>	
Address: <u>P.O. Box 1770</u>		Fax No.: <u>N/A</u>	
City: <u>TAC NM 87901</u>		State: <u>NM</u>	
Contact Person: <u>Terry</u>		Zip Code: <u>87901</u>	
E-mail Address: <u>terrytaylor@taco.com</u>		E-mail Address: <u>terrytaylor@taco.com</u>	
The City will provide the applicant with hearing notices and staff reports unless another party is identified.			
Date/Time Received:		Receipt No(s):	
Received By:		Amount Received: \$	

PLANNING APPLICATION FORM -page 2

I, _____ am the owner of the property described in this application and hereby authorize
Print Name

_____ to act on my behalf on matters pertaining to this application.
Name of applicant or representative

Property Owner's Signature: _____ Date: _____

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

ENGINEER Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

APPLICANT'S AGREEMENT:

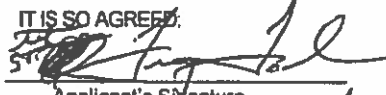
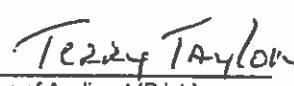

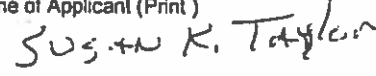
Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

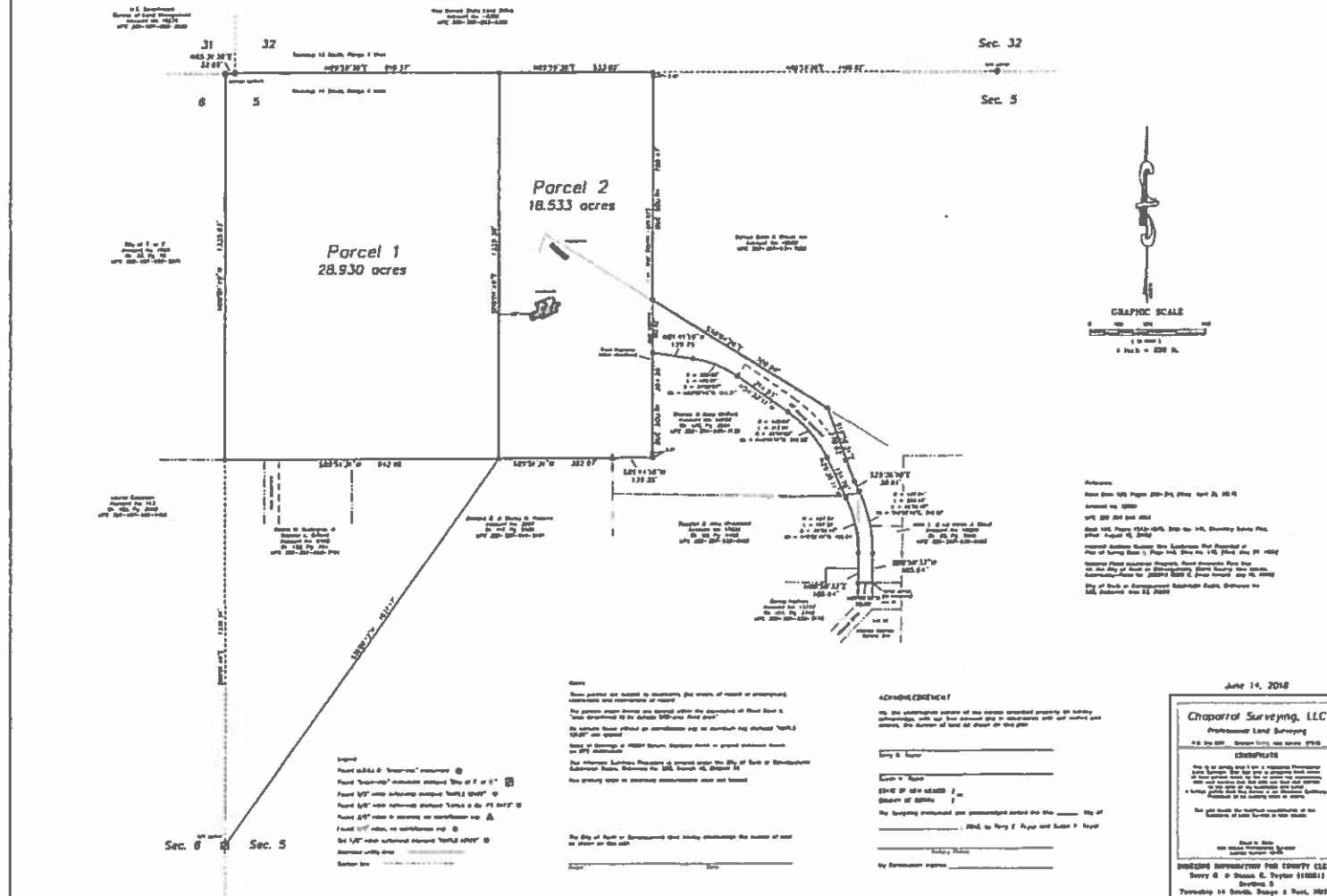
Applicants) agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED:

 7-1-18 
Applicant's Signature Date Name of Applicant (Print)
 7-1-18 
Susan K. Taylor Susan K. Taylor

ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT

of two parcels of land
in the NW1/4 of Section 5, Township 14 South, Range 4 West, NMPM,
in the City of Truth or Consequences, Santa County,
New Mexico



Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 744-5773

June 18, 2018

LEGAL DESCRIPTION-PARCEL 1 (28.930 ACRES)

A parcel of land situate in the NW1/4 NW1/4 of Section 5, Township 14 South, Range 4 West, N.M.P.M., in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, a U.S.G.L.O. "brass-cap" monument, said corner being the NW corner of Section 5, Township 14 South, Range 4 West;

Thence, continuing along the north boundary of said Section 5, N85°31'38"E, a distance of 32.69 feet to an angle point in this tract, a U.S.G.L.O. "brass-cap" monument, said corner being the SW corner of Section 32, Township 13 South, Range 4 West;

Thence, continuing along said boundary, N89°59'30"E, a distance of 910.37 feet to the NE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S00°01'49"E, a distance of 1335.38 feet to the SE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S89°51'31"W, a distance of 942.96 feet to the SW corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129", a point on the west boundary of Section 5, Township 14 South, Range 4 West, whence the west 1/4 corner of said Section 5, a "brass-cap" monument stamped "City of T. or C." bears S00°01'49"E, a distance of 1336.51 feet;

Thence, continuing along said boundary, N00°01'49"W, a distance of 1335.03 feet to the point of beginning of the parcel hereon described, containing 28.930 acres of land, more or less..

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (Chaparral Surveying, LLC, Boundary Survey Plat dated June 14, 2018).

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 744-5773

June 18, 2018

LEGAL DESCRIPTION-PARCEL 2 (18.533 ACRES)

A parcel of land situate in the NW1/4 of Section 5, Township 14 South, Range 4 West, N.M.P.M., in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129, whence the west 1/4 corner of Section 5, Township 14 South, Range 4 West, a "brass-cap" monument stamped "City of T. or C." bears S35°08'13"W. a distance of 1637.17 feet;

Thence, N00°01'49"W, a distance of 1335.38 feet to the NW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", said corner being on the north boundary of said Section 5;

Thence, continuing along said boundary, N89°59'30"E, a distance of 533.02 feet to the NE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", whence the north 1/4 corner of said Section 5, a U.S.G.L.O. "brass-cap" monument, bears N89°59'30"E, a distance of 1186.82 feet;

Thence, DUE SOUTH, a distance of 786.47 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S58°04'26"E, a distance of 709.89 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S19°56'31"E, a distance of 270.82 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S25°36'10"E, a distance of 38.61 feet to a point of curvature in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along the arc of a curve to the right having an arc length of 220.47 feet, a central angle of 26°26'47", a radius of 477.64 feet and a long chord which bears S12°22'49"E, a distance of 218.52 feet to a point of tangency in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S00°50'32"W, a distance of 105.64 feet to an angle point in this tract, a fence corner in concrete, a point on Hillcrest Drive;

Thence, continuing along Hillcrest Drive, N89°09'28"W, a distance of 50.00 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, N00°50'32"E, a distance of 105.64 feet to a point of curvature in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

LEGAL DESCRIPTION-PARCEL 2
(18.533 ACRES)

Page 2

Thence, continuing along the arc of a curve to the left having an arc length of 197.39 feet, a central angle of $26^{\circ}26'47''$, a radius of 427.64 feet and a long chord which bears $N12^{\circ}22'49''W$, a distance of 195.64 feet to a point of tangency in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, $N25^{\circ}36'11''W$, a distance of 151.76 feet to a point of curvature in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along the arc of a curve to the left having an arc length of 212.09 feet, a central angle of $28^{\circ}56'00''$, a radius of 420.00 feet and a long chord which bears $N40^{\circ}04'11''W$, a distance of 209.85 feet to a point of tangency in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, $N54^{\circ}32'11''W$, a distance of 214.93 feet to a point of curvature in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along the arc of a curve to the left having an arc length of 165.86 feet, a central angle of $27^{\circ}09'07''$, a radius of 350.00 feet and a long chord which bears $N68^{\circ}06'45''W$, a distance of 164.31 feet to a point of tangency in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, $N81^{\circ}41'19''W$, a distance of 139.75 feet to an angle point in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, DUE SOUTH, a distance of 364.56 feet to an angle point in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, $S89^{\circ}44'16''W$, a distance of 139.35 feet to an angle point in this tract, a $\frac{3}{8}$ " rebar in a concrete monument w/aluminum tag stamped "NMPLS 12129";

Thence, $S89^{\circ}51'31''W$, a distance of 392.97 feet to the point of beginning of the parcel hereon described, containing 18.533 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129. (Chaparral Surveying, LLC, Boundary Survey Plat dated June 14, 2018).

TERRI J COPSIN
SIERRA COUNTY TREASURER
100 N DATE ST
T OR C, NM 87701
(575) 894-3324
TCOFSINGSIERRACO.ORG
WWW.SIERRACO.ORG

CUSTOMER Receipt 2018-0000141P
Tax Bill # 2018-2000141
TAX-ALLOCATIONS Dist-6 IN
1666.19 Res-Advalorem
831.11 M/R-Advalorem
0.00 Livestock
265.59 Other Taxes
1381.45 First Half Tax
Delinquent after DEC 10, 2016
1381.44 Second Half Tax
Delinquent after MAY 10, 2017
2762.89 Total 2018 Taxes
Property Assessed to Owner # 0012851
Property # 3 023 079 461 062
TAYLOR TERRY G & SUSAN K

PO BOX 1770
T OR C NM 87701
SECTION-05 TOWNSHIP-14S RANGE-04W
47.463 ACRES IN 42N04, SEAN04
900 HILLCREST DR

County Treasurer Received *\$2762.55
From TERRY G TAYLOR

CK 2467 2762.89
Cash 0.00

Payment Distribution:

0.00 Change

2762.89 Taxes

0.00 Interest

0.00 Penalty

0.00 Cost

Received on JUL 5, 2018 9:56:11

Received by : CRISTINA

2762.89 Total in TRSR4

No balance due on this tax bill

T A X R E L E A S E

KEITH W WHITNEY
SIERRA COUNTY ASSESSOR
100 N DATE STREET
T OR C NM 87901
TELEPHONE (575) 894-2589

Notification of No Tax Liability
from the County Treasurer for the purpose of Transferring Title

Property Assessed to Owner# 0012851 Property # 3 023 079 461 068
TAYLOR TERRY G & SUSAN K SECTION-05 TOWNSHIP-14S RANGE-04W
47.463 ACRES IN N2NW4, SE4NW4
900 HILLCREST DR

PO BOX 1770
T OR C 87901
DISTRICT- 6 IN
TAXABLE VALUE 106234

TOTAL 2018 TAX 2762.89

The undersigned certifies, being the legal County Official having custody of the tax records, and attests that no liability for property taxes exists on property stipulated above for the current tax year or any past tax years.

I certify that this is the correct value as it DOES NOT appear on the 2018 Tax Schedule as of JUL 5, 2018


Office of the County Assessor

I certify the above amount has been paid to SIERRA COUNTY TREASURER

Received by Terry G. Taylor
Dated 05 July 2018
Tax Receipt Number 2018-14LP


Office of the County Treasurer

NOT VALID UNLESS SIGNED BY BOTH THE COUNTY ASSESSOR AND THE COUNTY TREASURER

Purpose of Release:

Title Transfer	Adding Lien
Moving Mfg.Hm	Reservation
Refinance	Other
Removing Lien	
Destination	
Prior Location	



WARRANTY DEED

THOMAS J. POTTER, JR., and ELEANOR POTTER, his wife

(for themselves and heirs)

do hereby certify that

the above named parties are the owners of the following described land

in the County of Santa Fe, New Mexico

to wit: A certain parcel of land situated in the County of Santa Fe, New Mexico

containing the following described portion to-wit:

Section 17

County, New Mexico

A certain parcel of land out of the Southwest corner of the Northwest quarter (SW 1/4) of Section Five (5), Township Fourteen (14) North, Range Four (4) West, T. 14N., R. 4W., better described as follows, to-wit:

Beginning at the Northwest corner of the SW 1/4 of Section Five (5), Township Fourteen (14) North, Range Four (4) West, T. 14N., R. 4W., thence East, 1/2 mile to the place of beginning, containing a parcel of land 1/2 mile by 1/2 mile.

Thence East, 1/2 mile to the place of beginning, containing a parcel of land 1/2 mile by 1/2 mile.

Thence North, 1/2 mile to the place of beginning, containing a parcel of land 1/2 mile by 1/2 mile.

BEARING to a road running on the eastern side of the above described land from North to South.

Witness my hand and seal this 15th day of January, 1912.

THOMAS J. POTTER, JR. (Seal) ELEANOR POTTER (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

Before me, the undersigned authority, on this 15th day of January, 1912, personally appeared THOMAS J. POTTER, JR. and ELEANOR POTTER, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

My Commission Expires August 15, 1912.

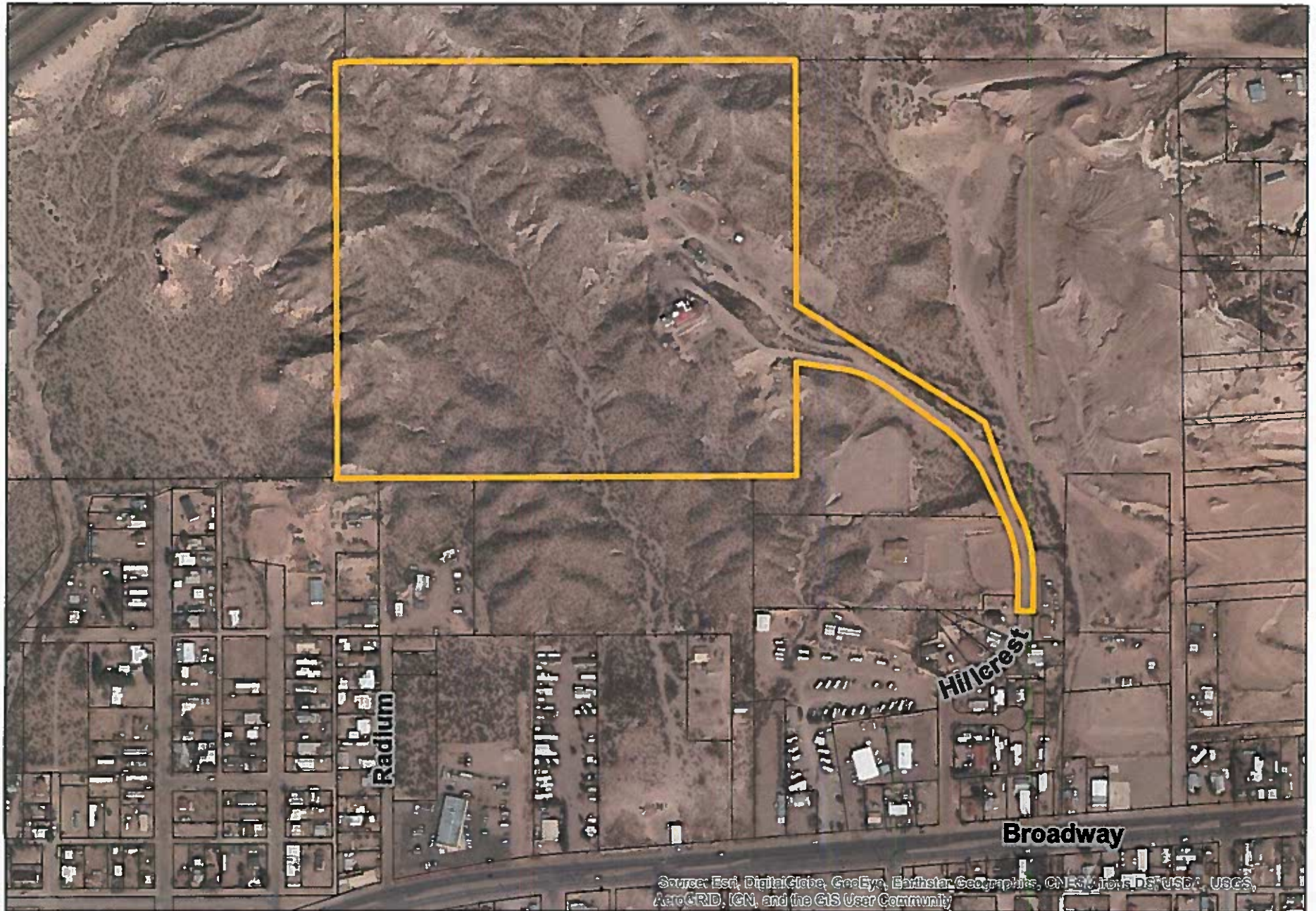
NOTARY PUBLIC

STATE OF NEW MEXICO

COMMISSION EXPIRES

My Commission Expires August 15, 1912.

Area Map of 800 Hillcrest:
Subject Property Outlined in Orange





H.1

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Ordinance No. 697 for amending the code to allow the operation of recreational Off-Highway Vehicles (OHV's) and All-Terrain Vehicles (ATV's) on maintained streets or roads owned and controlled by the City of Truth or Consequences.

BACKGROUND:

The City Commission has expressed an interest in adopting an Ordinance that permits the operation of Off-Highway Vehicles (OHV's) and All-Terrain Vehicles (ATV's), subject to restrictions contained in the Ordinance.

The proposed Ordinance is similar to the recently-adopted County Ordinance with changes taken from a recent State Senate Bill.

The section that deals with permits was removed at the direction of the City Commission.

STAFF RECOMMENDATION:

Approve the Final Adoption of Ordinance No. 697.

SUPPORT INFORMATION:

Name of Presenter: Jay Rubin, City Attorney	Department:	Meeting date: 08/22/2018
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CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 697

ORDINANCE AUTHORIZING THE OPERATION OF RECREATIONAL OFF-HIGHWAY VEHICLES AND ALL-TERRAIN VEHICLES ON MAINTAINED STREETS OR ROADS OWNED AND CONTROLLED BY THE CITY OF TRUTH OR CONSEQUENCES AS SET FORTH IN THIS ORDINANCE.

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

That this ordinance is hereby added to the Code of Ordinances of the City of Truth or Consequences, and such section shall read as follows:

SECTION ____ OPERATION OF RECREATIONAL OFF-HIGHWAY VEHICLES AND ALL-TERRAIN VEHICLES ON MAINTAINED STREETS OR ROADS

Section 1: OPERATION OF RECREATIONAL OFF-HIGHWAY VEHICLES AND ALL-TERRAIN VEHICLES ON MAINTAINED STREETS OR ROADS

WHEREAS, the New Mexico Legislature amended Section 66-3-1011 NMSA 1978 to allow the operation of recreational off-highway and all-terrain vehicles on maintained streets or roads owned and controlled by the authorizing entity, subject to certain conditions;

WHEREAS, the Governing Body of the City of Truth or Consequences has adopted by reference the 2016 Compilation of the New Mexico Uniform Traffic Ordinance, which allows the operation of recreational off-highway and all-terrain vehicles on maintained streets or roads owned and controlled by the authorizing authority, subject to certain conditions;

WHEREAS, the Governing Body of the City of Truth or Consequences now deems it desirable to allow the operation of recreational off-highway and all-terrain vehicles on maintained streets or roads owned and controlled by the City of Truth or Consequences, subject to certain conditions:

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

SECTION 1. PURPOSE.

The purpose of this ordinance is to allow the operation of recreational off-highway and all-terrain vehicles on maintained streets, roads, or highway owned and controlled by the City of Truth or Consequences, as authorized in this Ordinance.

SECTION 2. DEFINITIONS.

As used in this Ordinance:

- A.** "All-Terrain Vehicle" (ATV) is a type of off-highway motor. An all-terrain vehicle means a vehicle fifty inches or less in width, having an unladen dry weight of one thousand pounds or less, traveling on three or more low-pressure tires and having a seat designed to be straddled by the operator and handlebar-type steering control, or as otherwise defined in Section 66-3-1001.1(E)(1) of the Off-Highway Motor Vehicle Act.
- B.** "Recreational Off-Highway Vehicle" (OHV) is a type of off-highway motor vehicle. A recreational off-highway vehicle means:
 - (1) A recreational off-highway vehicle is a motor vehicle designed for travel on four or more non-highway tires, for recreational use by one or more persons, and having:
 - (a) a steering wheel for steering control;
 - (b) non-straddle seating;
 - (c) maximum speed capability greater than thirty-five miles per hour;
 - (d) gross vehicle weight rating no greater than one thousand seven hundred fifty pounds;
 - (e) less than eighty inches in overall width, exclusive of accessories;
 - (f) engine displacement of less than one thousand cubic centimeters; and
 - (g) Identification by means of seventeen-character vehicle identification number; or
 - (2) By rule of Department of Game and Fish, any other vehicles that may enter the market that fit the general profile of vehicles operated off the highway for recreational purposes.

SECTION 3. OPERATION OF RECREATIONAL OFF-HIGHWAY VEHICLE OR ALL-TERRAIN VEHICLE ON MAINTAINED STREETS OR ROADS OWNED AND CONTROLLED BY THE CITY OF TRUTH OR CONSEQUENCES.

A. A person shall not operate an off-highway motor vehicle on:

- (1) Limited access highway or freeway at any time; or

- (2) Paved street except as provided in Subsections B, C, D, E, F and G below.
- B.** A recreational off-highway vehicle or all-terrain vehicle may be operated on a maintained street or road owned and controlled by the City of Truth or Consequences, if:
 - (1) The vehicle has one or more headlights and one or more tail-lights that comply with the Off-Highways Motor Vehicle Act, Chapter 66, Article 3, NMSA 1978;
 - (2) The vehicle has brakes, mirrors, and mufflers;
 - (3) The operator has valid driver's licenses or permits as required under the Motor Vehicle Code and off-highway motor vehicle safety permits as required under the Off-Highway Motor Vehicle Act;
 - (4) The operator is insured in compliance with provisions of the Mandatory Financial Responsibility Act, Chapter 55, Article 5, NMSA 1978; and
 - (5) The operator of the vehicle is wearing eye protection.
 - (6) If the operator is under eighteen (18) years of age, the operator is wearing a safety helmet that complies with the Off-Highway Motor Vehicle Act.
 - (7) A person under the age of eighteen (18) shall be required to successfully complete an off-highway motor vehicle safety training course for which the person shall have parental permission. The course shall be conducted by an off-highway motor vehicle safety training organization that is approved and certified by the department. Upon successful completion of the course, the person shall receive an off-highway motor vehicle safety permit issued by the organization.
- C.** Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossing is made after coming to a complete stop prior to entering the street. Off-highway motor vehicle shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then crossing in the most direct manner, as close to a perpendicular angle as possible.
- D.** A person shall not operate an off-highway motor vehicle on state game commission-owned, state game commission-controlled or state game commission-administered land, except as specifically allowed pursuant to the Habitat Protection Act, Chapter 17, Article 1, NMSA 1978.
- E.** A person shall not operate an off-highway motor vehicle on land owned, controlled or administered by the State Parks Division of the energy, minerals and natural resources department, pursuant to the State Parks Division statute, Chapter 16, Article 2, NMSA

1978, except in areas designated by and permitted by rules adopted by the secretary of energy, minerals and natural resources.

F. Unless authorized, a person shall not:

- (1) Remove, deface or destroy any official sign installed by a state, federal, local or private land management agency; or
- (2) Install any off-highway motor vehicle-related sign.

G. The speed limits shall be as defined below:

- (1) The speed limit for all-terrain vehicles operated within the City shall be the posted speed limit. If the posted speed limit is higher than 35 miles per hour, the operator shall operate the all-terrain vehicle on the extreme right hand side of the roadway.
- (2) The speed limit for recreational off-highway vehicles, ATV's, operated within the City shall be the posted speed limit. Pursuant to NMSA 1978, Section 66-3-1003.1 (2017), an off-highway motor vehicle owner who wishes to indicate an intent to operate off-highway motor vehicle on paved streets or highways in accordance with this Ordinance and the Off-Highway Motor Vehicle Act may apply for the issuance of a standardized special off-highway motor vehicle paved road use vehicle plate.

SECTION 4. EXEMPTIONS.

Pursuant to NMSA 1978, Section 66-3-105 (2006), the provisions of this Ordinance shall not apply to persons who operate off-highway motor vehicles on privately held lands or to off-highway motor vehicles that are:

- A.** Owned and operated by an agency or department of the United States, this state or a political subdivision of this state;
- B.** Operated exclusively on lands privately held; provided that the appropriate tax or fee has been paid in lieu of the motor vehicle registration fees;
- C.** Owned by nonresidents and used in this state only for organized and endorsed competition purposes; provided that the use is not on a rental basis;
- D.** Brought into this state by manufacturers or distributors for wholesale purposes and not used for demonstrations;
- E.** In the possession of dealers as stock-in-trade and not used for demonstration purposes;

- F. Farm tractors, as defined in Section 66-1-4.6 NMSA 1978, special mobile equipment, as defined in Section 66-1-4.16 NMSA 1978, or off-highway motor vehicles being used for agricultural operations; or
- G. Used exclusively on private closed courses, whether owned by the rider or another person; provided that, if applicable, the excise tax and registration fees have been paid and are current.

SECTION 5. SEVERABILITY.

In the event that any clause, sentence, paragraph, section, or other portion of this Ordinance is found by any Court of competent jurisdiction to be invalid, it is the intent of the Governing Body that the remaining portions of the ordinance be given full force and effect. It is the expressed intent of the City Commission to adopt each section, phrase, paragraph, and word of this Ordinance separately.

SECTION 6. REPEAL.

All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent they conflict with this Ordinance.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty (30) days after the Ordinance has been recorded.

Section two. All other provisions of the aforementioned codes not specifically amended by this ordinance, shall remain unchanged and in full force and effect as written.

Section three. Effective date. The provisions of this Ordinance shall become effective five (5) days upon the publishing of its adoption.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this ____ day of _____, 2018.

Steve Green, Mayor

ATTEST:

Renee L. Cantin, City Clerk



H.2

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Special Use Permit for Junkyard at 1807 S. Broadway. Applicant is Gary Whitehead.

BACKGROUND:

Mr. Whitehead is applying for a Special Use Permit to create a junkyard at 1807 S. Broadway that will serve as vehicle storage for Hot Springs Towing. The property does not face Broadway directly and will be fenced from public view.

STAFF RECOMMENDATION:

Approve Special Use Permit

SUPPORT INFORMATION:

Special Use Permit application,
C-1 and M-1 Zone Descriptions,
Aerial image of the property,
Staff commentary

Materials provided by staff for Commission Review:

Provisions for Special Use Permit from the code

C-1 Zone Description from the code

M-1 Zone Description

The provisions for special use permit have been provided for the Commission to consider in making this determination. Below the provisions, staff has provided a brief commentary on this application

A. Provisions for special use permit.

1. In making a decision on a Special Use Permit, the Planning and Zoning Commission and the City Commission shall review the following factors and accord each factor the necessary weight on a case-by-case basis.

- a. The increase in congestion of streets and other rights-of-way;
- b. Diminishment of safety from fire, panic and other dangers;
- c. Diminishment to the health and general welfare of the public;
- d. Degradation of light and air for all properties in the immediate area of the proposed Permit; increases of overcrowding of land and undue concentrations of populations;
- e. Adverse effects on provisions for transportation, water, sewer, schools, parks and other public facilities or increases in the effects of natural hazards;
- f. Increases or facilitation of the unlawful use of structures, buildings or land; and
- g. Promote the use or waste of energy in the use of structures, buildings, and land.

2. Special Use Permits **shall not be granted** in such cases where the use will result in negative impacts, which substantially outweigh the positive impacts of the purposed use.

Staff Commentary:

The description of the C-1 Zone has been provided with permitted, conditional, and special uses related to automotive repair and storage highlighted. You may note that there is a requirement under point 22 of conditional uses that any exterior storage of wrecked vehicles must be at least 100 feet from any residential district. Though there are residences near this property, it is surrounded by the C-1 Zone and is not within 100 feet of a residential zone.

The description of the M-1 Zone has been provided because it is the only mention in the code of a "junkyard."

As noted on the Commission Action Form, staff recommends approval of this Special Use Permit.



BUILDING/PLANNING DEPARTMENT
Voice - (575) 894-6673 x 110 Fax - (575) 894-0363
E-mail Rtravis@torcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

Related Case(s)

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED:

- | | | |
|--|--|--|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input checked="" type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Pre'l'm. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input type="checkbox"/> Variance (\$25) | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input type="checkbox"/> Summary Plat (\$50) |
| | | <input type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any): Whitehead Partners LLC

Project Description (add extra page(s) if needed):

Construct a private long-term vehicle storage facility

Property Address/Location: 1807 S Brundage

Assessor's Parcel Number(s):

Total Gross Lot Area: 70,000 sq ft

Total Net Lot Area:

Existing Master Plan Comprehensive Plan Designation:

Existing Zoning Designation:

Proposed Master Plan Designation (if applicable):

Proposed Zoning Designation:

Existing Uses and or Structures on Site:

Surrounding Uses: North: Vacant land

South: Vacant land

East: Road

West: Residential

APPLICANT/ REPRESENTATIVE Name:		REPRESENTATIVE(S):	
Address: <u>PO Box 846</u>		Telephone No.:	
City: <u>Tooele</u>		Fax No.:	
State: <u>UT</u>		Zip Code: <u>84601</u>	
Contact Person: <u>Gary Whitehead</u>		E-mail Address: <u>gwhitehead@28@gmail.com</u>	
I certify under penalty of perjury that all the application information is true and correct:			
Applicant's Signature: <u>[Signature]</u>		Date: <u>7.10.15</u>	
PROPERTY OWNER/ AGENT Name: <u>Whitehead Partners LLC</u>		Telephone No. <u>(575) 790-2611</u>	
Address: <u>PO Box 846</u>		Fax No.:	
City: <u>Tooele</u>		State: <u>UT</u>	
Contact Person:		Zip Code: <u>84601</u>	
E-mail Address:			
The City will provide the applicant with hearing notices and staff reports unless another party is identified.			
Date/Time Received: <u>7/10/15 10:54am</u>		Receipt No.: <u>107037</u>	
Received By: <u>[Signature]</u>		Amount Received: \$ <u>2500</u>	

PLANNING APPLICATION FORM -page 2

I, Whitchead Partners LLC am the owner of the property described in this application and hereby authorize

Gary Whitchead Print Name

Name of applicant or representative

to act on my behalf on matters pertaining to this application.

Property Owner's Signature: [Signature]

Date: 7.10.15

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

ENGINEER Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

APPLICANT'S AGREEMENT:

Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

Applicants) agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED:

[Signature]
Applicant's Signature

7.10.15
Date

Gary Whitchead
Name of Applicant (Print)

July 10, 2018

Whitehead Partners LLC
PO Box 846
T or C, NM 87901

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

Re: Special use permit for 1807 S. Broadway

To whom it may concern,

At this time we are requesting a special use permit for the above listed property. The property is located in a C-1 zone. There is approximately 1.6 acres or 70,000 square feet. The property is located well off the frontage road (S. Broadway). We have been using the property primarily for storage of vehicle and personal property since our move from 2501 S. Broadway to 901 N. Date (Whitehead Chevrolet). Our plan is to add a 7000 square foot enclosed vehicle storage area (80x80).

One of our business operations is Hot Springs Towing. The main office is located at 510 S. Broadway. When the storage yard is complete, we will be allowed to hold up to 5 vehicles at this location for a short period of time (5 days). At the end of the time period we will need a place to take the vehicle(s) for longer storage time. This place needs to be safe, secure and out of sight. The property at 1807 S. Broadway offers this. We will construct a 6 foot high metal privacy fence around the 80'x 80' area on the property. The top of the fence will have security wire. We will add electric to the area to power a small office, lighting and security cameras.

C-1 allows for many different uses in the automotive field. There is no provision for long term storage of wrecked or abandoned vehicles. We believe that your approval of this special use will not have a negative effect on the area. There is a vehicle storage yard (Sierra Collision) just 5 blocks to the east. They have built a very nice, private, secure facility. There are three automotive repair shops in the area that have outside storage of vehicles. Finally, our facility will be constructed on the backside of the property and will be secure and private to keep these vehicles out of the public view.

We have spoke with 3 of our adjacent land owners, and they have no concerns with our planned use of this property. We look forward to the opportunity to discuss this request with staff and the planning committee. Thank you in advance for your consideration.

Sincerely,


Gary Whitehead

Area Map of 1807 South Broadway:
Subject Property Outlined in Orange

N



Created by: Susanna Diller
8/15/2018

0 125 250 500 Feet

Sec. 11-9-7. - C-1 General Commercial District.

- A. **PURPOSE.** The intent of the C-1 District is to provide for certain commercial/retail uses which serve both transient and local trade. The District is intended for areas surrounding major arterial or collector streets where a wide range of automobile-related service facilities, convenience goods and personal services are desirable and appropriate as a land use.
- B. **DEVELOPMENT STANDARDS.** Development standards and other requirements are provided in Articles X through XIV of this Code.
- C. **C-1 PERMITTED USES.**

• Accountant Office	• Arts and Crafts Studio
• Advertising Services	• Auditoriums
• Animal Hospital and Clinic	• Automobile Parking Lot
• Auto and Camper Sales, Service and Rental	• Gasoline Pumps
• Automotive Equipment	• Gasoline Stations
• Bakery	• Gift Shop
• Banking and Financial Institution	• Glass Cutting and Finishing
• Barber Shop and Beauty Parlor	• Golf Course
• Bathhouse or Spa	• Grocery Store
• Bicycle Sales and Service	• Gymnasium
• Boat and RV Storage	• Hardware Store
• Bookstores and Stationery Shops	• Heavy Equipment Sales
• Building and Other Construction-Contractor: office only	• Hobby Shop
• Business Service Establishment	• Hospital or Overnight Clinic

• Butcher Shop and Meat Sales	• Hotel and Motel
• Catering	• Household Appliance Sales and Service and Repair
• Cigarette and Cigar Shop	• Insurance Services
• Clinic	• Institutions, Public and Quasi-Public
• Clothing Store and Apparel Shop	• Jewelry Store
• Coffee Shop	• Kennel, Commercial
• Columbarium	• Laboratory (medical, dental or engineering)
• Community Center or Public Office Building	• Liquor Store - Taverns and Package Stores
• Convenience Store	• Pet Shop or Grooming Parlor
• Convention or Exhibition Hall	• Photographic Studio and Supply Store
• Country Club	• Plant Nursery
• Dance Hall or Music Academy	• Plumbing and Heating Shop
• Dentist Office	• Pool and Billiard Room
• Department Store	• Post Office
• Dressmaking Shop	• Private Club or Lounge
• Drugstore	• Public Park, Playground and Recreational
• Dry-cleaning and Steam cleaning Establishment	• Radio, Television Broadcasting Studios, Music Store
• Electrical Shop and Electricians	• Real Estate Services

• Farm Machinery	• Restaurant
• Farm and Ranch Products and Supplies	• Retail Sales
• Fast Food Sales including Drive-In Sales	• Roofing and Sheet Metal Shop
• Firewood Sales	• Shoe Repair
• Florist Shop	• Show and Sales Room for Business Products
• Food Store	• Skating Rink
• Frozen Food Locker	• Sporting Goods Store
• Funeral Home, Mortuary (including crematorium)	• Tailoring
• Furniture and Home Furnishings	• Taverns and Cocktail Lounges
• Taxicab Transportation	• Travel Agency
• Telephone Exchange Station	• Upholstery
• Telegraph and Messenger Service	• Variety Store
• Tire Sales and Service	• Warehousing and Storage
• Title and Abstracting Services	• Watch and Clock Sales and Service

D. **PERMITTED USES—WITH CONDITIONS.** The following C-1 uses are permitted in accordance with stated conditions and upon approval by the Planning and Zoning Commission.

1. **Adult Entertainment Uses:** Uses such as adult bookstores, adult movie theaters, and adult news racks, as defined in Article 8 of this Code, shall be permitted provided such use is located a minimum of three hundred (300) feet from a property line of any:
 - a. School;

- b. Church;
- c. Public park or recreational facility;
- d. Residential District;
- e. Another adult entertainment facility.

There shall be no public display visible outside of the building. In addition, display of adult pictures of other materials within a grocery store, bookstore, or other retail or wholesale store shall be concealed from public view.

2. Amusement Park or Enterprise: Subject to any other provisions and requirements of the Municipal Code. Temporary amusement enterprises are prohibited within three hundred (300) feet of any residential zoning District. Permanent amusement enterprises are prohibited within five hundred (500) feet of any residential zoning District.
3. Automobile Body and Repair Shop: Not permitted within one hundred (100) feet of any residential District.
4. Bank Drive-up Windows: Stacking lane(s) of one hundred eighty (180) feet by ten (10) feet for each drive-up must be provided and designed to insure that no bank traffic backs onto the street giving access. Banks must be located on a collector or arterial streets as shown on the City Street Plan.
5. Bowling Alley: Subject to approval of site and related plans. Bowling alleys are prohibited within three hundred (300) feet of any residential zoning District.
6. Bus or Motor Freight Terminal: Only when located on an arterial street as designated on the City Street Plan.
7. Car Washes: There shall be no run-off onto neighboring properties or streets resulting from the use. Any discharge into public liquid waste disposal systems shall be approved by the administrator of the system prior to approval of the business. If the subject property is not served by a public waste disposal system, approval from the New Mexico Environmental Department shall be required.
8. Child Care Center, Nursery or Similar Use: Play areas shall be in accord with State licensing requirements and enclosed by a solid wall or fence five (5) feet in height.
9. Christmas Tree Sales: Temporary, not prior to November 15, provided lots are cleaned and removed by December 31.
10. Church: Only when located on an arterial or collector street as designated on the City Street Plan.
11. Construction or Contractor's Yard: Yard shall be maintained in a neat and orderly fashion and enclosed by a fence at least six (6) feet in height except that the height shall be limited to three (3) feet above street curb within a clear site triangle as defined in this Code.

12. Drive-In Theater: Subject to approval of site and related plans.
13. Firewood Sales: No more than twenty (20) cords stored on site.
14. Flea Market: Subject to any other requirements of the Municipal Code.
15. Furniture Assembly (Accessory Use): Permitted only as an incidental or accessory use to retail sales. Maximum floor area for assembly shall not exceed three thousand (3,000) square feet, not exceed thirty percent (30%) of the total business floor area, and shall be within the same building.
16. Gas Pressure Control Stations: (Public or Private Utility.)
17. Heavy Equipment Repair (Accessory Use): Permitted only as an incidental or accessory use to heavy equipment sales. Floor area for repair shall not exceed three thousand (3,000) square feet and not exceed thirty percent (30%) of the total gross floor area. Welding is permitted only in conjunction with repair and shall not be used for the purpose of heavy equipment assembly.
18. Miniature Golf Course: Subject to approval of site and related plans. Not permitted within one hundred (100) feet of any residential District.
19. Mini Storage Units: Units shall not be used for commercial sales of products, merchandise, service or repair. (This does not preclude a business from using storage units solely for storage of commercial or business related items provide that the actual commercial operation or business is conducted elsewhere, and there is no external evidence of the business at the storage unit.)
20. School, Public, Private or Trade: Sites shall be located on an arterial or collector street as shown on the City Street Plan.
21. Shopping Center: Providing site, drainage, and related plans for the entire development are approved.
22. Storage of Wrecked or Dismantled Vehicles and Parts (Accessory Use): The storage of wrecked and dismantled vehicles and parts thereof shall be permitted only as an incidental accessory use to a vehicle repair establishment or a body shop:
 - a. Storage shall be within an enclosed building or within a sight-obscuring fence at least six (6) feet in height;
 - b. Vehicles and parts stored at the exterior of the building shall be owned by customers of the business and such storage shall be only for the purpose of repair and return to customer;
 - c. Exterior storage of vehicles shall not remain on the premises for a period exceeding three (3) months;
 - d. A maximum of five (5) wrecked vehicles may be stored at the building exterior during any one time;
 - e. Exterior storage shall be a minimum of one hundred (100) feet from a residential

District.

23. Swimming Pools: Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line, and approval from all utilities is required to insure overhead safety.
 24. Television and Radio Towers and all Other Free Standing Towers (Public and Private Uses): Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code standards.
 25. Welding (Accessory Use): Welding shall be permitted only as an incidental or accessory use necessary for the repair of vehicles or equipment permitted in the C-1 District. Welding uses shall be approved by the Fire Department and shall be in accord with any other provisions of the Municipal Code.
 26. Wrecker Service: In accord with storage of wrecked vehicle provisions of Item D.22 of this Section.
- E. *SPECIAL USES FOR C-1 DISTRICT.* The following uses require approval of the City Commission. Specific conditions and provisions for special use may be referred to in Article V.
1. Dwelling Unit: Special Use Permits are required for dwellings within the C-1 District upon lots or other parcels located directly adjacent to Broadway Avenue, Main Street or Date Street. Dwellings elsewhere within the C-1 District are permitted by right. Manufactured Homes (MH's) are permitted within the C-1 District subject to the provisions stated herein and in Articles 11 and 14.
 2. Apartments ten (10) unit minimum)
 3. Concrete Sales and Ready Mix
 4. Correctional Facilities and Institutions
 5. Heavy Equipment Repair and Service
 6. Kennel (Commercial)
 7. Manufactured Home Park or Subdivision: Subject to the provisions of Articles 11 and 14.
 8. Propane or Liquefied Petroleum Gas Distribution Point: Up to two thousand (2,000) gallons, not be located within three hundred thirty (330) feet of any residential zoning district, or within the area bounded by Date, Main and Austin Streets.
 9. Racetrack
 10. Residential Vehicle Park
 11. Recycle Purchase Center
 12. Stadium: Baseball, Football, Soccer or Track.
 13. Townhouses (R-2 Development Standards apply)
 14. Welding Shop

Sec. 11-9-8. - M-1 Light Manufacturing District.

- A. **PURPOSE.** The M-1 District is intended to accommodate a wide variety of light packaging, compounding, wholesaling and distribution operations with no limitations on size. Such uses shall be constructed and operated to insure that there is no excessive noise, vibration, smoke, dust or other particulate matter, toxic or noxious matter, humidity, heat or glare, at or beyond any lot line of the parcel on which it is located. Excessive is defined as a degree exceeding that caused in their customary manner of operation by uses permitted in the M-1 District, a degree injurious to the public health, safety, welfare or to a degree in which it is a nuisance by reason of excessiveness. Residential uses shall not be permitted except for a resident watchman, caretaker or proprietor of a commercial use.
- B. **DEVELOPMENT REQUIREMENTS.** Development standards are provided in Articles 12, 13 and 14.
- C. **M-1 PERMITTED USES.** The following uses are permitted by right in the M-1 District:

• Animal Hospital and Clinic	• Auto and Camper Sales, Service and Rental
• Arts and Crafts Studio	
• Auditoriums	• Automotive Equipment
• Automobile Repair or Body Shop	• Banking and Financial Institution
• Barber Shop and Beauty Parlor	
• Bathhouse	• Laboratory (medical, dental or engineering)
• Bicycle Sales and Storage	
• Boat Storage, Sales and Service	• Law Office
• Bowling Alley	• Lessons (art, music, dance and the like)
• Business Service Establishment	
• Butcher Shop and Meat Sale	• Liquor Store - Taverns and Package
• Child Care Center Sales	• Clothing Store and Apparel Shop • Lumber and Construction Materials

• Coffee Shop	• Medical Center
• Commercial or Trade School	• Metalwork and Machine Shop
• Community or Public Office Building	• Microwave Radio Relay Structure
• Concrete Sales and Ready Mix	• Miniature Golf Course
• Convention or Exhibition Hall	• Mining and Mineral Excavation
• Department Store Office	
• Drugstore	• Motion Picture Theater
• Dry Cleaning and Steam Cleaning	• Motorcycle Sales, Service and Repair Establishment
• Motor Freight Terminals	
• Electrical Shop and electricians	• Newspaper Establishment
• Fabrication Shop	• Paint Sales
• Farm Machinery	• Printing Shops
• Farm and Ranch Products and Supplies	• Pet Shop
• Firewood Sales and Storage	• Photographic Studio and Supply Store
• Food Store	• Plant Nursery
• Freight House or Truck Terminal	• Plumbing and Heating Shop
• Freight Warehouse and Dock	• Pool and Billiard Room
• Frozen Food Locker	• Printing and Publishing

• Funeral Home, Mortuary (including Crematorium)	• Public Park, Playground and Recreational
• Furniture and Home Furnishings	• Radio and Television Broadcasting Studios
• Gasoline Pumps	• Restaurant
• Gasoline Station	• Retail Sales
• Glass Cutting and Finishing	• Roofing and Sheet Metal Shop
• Golf Course	• Shoe Repair
• Grocery Store	• Schools: Public and Private
• Gymnasium	• Show and Sales Room for Business Products
• Hardware Store	• Skating Rink
• Heavy Equipment Sales, Service and Repair	• Taverns and Cocktail Lounges
• Hotel and Motel	• Taxicab Transportation
• Household Appliance Sales, Service and Repair	• Telephone Exchange Station
• Laboratory	• Telegraph and Messenger Service
• Warehousing or Wholesale Distribution of Goods	• Upholstery Shop
• Warehousing and Storage	• Tires, Blocks and similar products
• Watch and Clock Repair	• Packaging of: Food Products, Cosmetics
• Welding Shop	• Pharmaceuticals, Toiletries

• Assembly of: Electronic or Mechanical Parts and Equipment	• Processing and Compounding of: Bakery Goods, Candy or Food Products
• Manufacturing of: Consumer goods such as: Appliances, Batteries, Furniture, Garments, (including distribution office)	• Storage of products: Merchandise, Domestic Goods, and Raw Materials

D. **CONDITIONAL USE.** The following M-1 uses are permitted in accordance with stated conditions and approval of the Planning and Zoning Commission.

1. **Adult Entertainment Uses:** Uses such as adult bookstores, adult movie theaters, and adult news racks, as defined in Article 8 of this Code, shall be permitted provided such use is located a minimum of three hundred (300) feet from a property line of any: a) school; b) church; c) public park or recreational facility; d) residential District and e) another adult entertainment facility. There shall be no public display visible outside of the building. In addition, display of adult pictures of other materials within a grocery store, bookstore, or other retail or wholesale store shall be concealed from public view.
2. **Amusement Park or Enterprise:** Subject to other provisions and requirements of the Municipal Code. Permanent amusement enterprises are prohibited within three hundred (300) feet of a residential District.
3. **Automobile Washing Establishments:** A waiting aisle of forty (40) feet in length shall be provided for each stall. All related traffic shall be contained off-street.
4. **Bank Drive-Up Window: Stacking Lane(s)** one hundred eighty (180) feet long and ten (10) feet wide for each drive-up window must be designed to insure that no bank traffic backs onto the street giving access. Banks must be located on a collector or arterial street as shown on the City Street Plan.
5. **Body Shop:** Buildings shall be located a minimum of three hundred (300) feet from a residential District boundary and shall have Fire Department approval.
6. **Construction or Contractor's Yard:** Yard shall be maintained in a neat and orderly fashion and enclosed by a sight obscuring fence a minimum of six (6) feet in height. However, there shall be no fence or wall more than three (3) feet in height within the clear sight triangle of a street intersection as defined in Article 8 of this Code.
7. **Drive-In Theater.**
8. **Dwellings (Accessory Use) - Proprietor, Resident Watchman or Caretaker Only:** Provided such use shall be a single-family dwelling located on the same property as the business.
9. **Flea Market:** Subject to other requirements of the Municipal Code.

10. Open or Exterior Storage and Display (Merchandise, Materials): Storage or display of materials on the exterior or a building shall be completely enclosed by a fence or wall of solid construction, no less than six (6) feet in height, except for manufactured homes, cars, trucks or motorcycles.
11. Paint Shop (Mixing, Treatment and Spraying): Buildings shall be located one hundred (100) feet from any residential zoning District and shall have Fire Department approval.
12. Storage of Wrecked or Dismantled Vehicles and Parts Thereof: The storage of wrecked and dismantled vehicles and parts thereof shall be permitted only as an incidental or accessory use to a vehicle repair establishment or body shop, permitted in the M-1 District. Such use shall be in accordance with the following requirements.
 - a. Storage shall be within an enclosed building or within a sight obscuring fence at least six (6) feet in height.
 - b. Vehicles and parts stored at the exterior of a building shall be owned by customers of the business and such storage shall be only for the purpose of repair and return to customers.
 - c. Exterior storage of vehicles shall not remain on the premises for a period exceeding three (3) months.
 - d. There shall be a maximum of twenty (20) wrecked vehicles stored at the building exterior during any one time.
 - e. Exterior storage shall be a minimum of one hundred (100) feet from a residential zoning District.
13. Swimming Pools: Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be five (5) feet from any property line, and approval from all utilities is required to insure overhead safety.
14. Wrecker Services: Provided vehicle storage conforms to Item 2 (1) of this paragraph.

E. **M-1 SPECIAL USES.** The following uses require approval of the City Commission. Specific conditions and provisions for special uses are included in Section 11-5-6.

1. Asphalt Materials Production Plant.
2. Kennel: Commercial.
3. **Junk Yard.**
4. Metal or other used materials, Sales, Recycling, or Purchase Center.
5. Racetrack.
6. Recreational Vehicle Park.
7. Sand and Gravel Pit.
8. Stables: Commercial.
9. Slaughter or Packing House.

10. Television and Radio Towers and all other Free Standing Towers or Private Uses).



H.3

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Summary Plat Amendment for lot split and Variance for development standards at 800 Hillcrest. Applicant is Terry Taylor.

BACKGROUND:

Mr. Taylor is applying for a Summary Plat Amendment to split his property at 800 Hillcrest, and at the same time is applying for a Variance from the Municipal Code Chapter 15, section 15-15, A2 requiring subdivided lots directly access City streets with curb, gutter, and sidewalk. The Variance is requested because no streets in the neighborhood have sidewalk, and some do not have curb and gutter. Mr. Taylor would like to be able to meet the development standard of the area.

STAFF RECOMMENDATION:

Approve Variance and grant Summary Plat Amendment

SUPPORT INFORMATION:

Staff commentary
Summary Plat Amendment and Variance applications
Area Map of the property

Materials provided by staff for Commission Review:

Provisions for Summary Plat Amendment from the code

Provisions for Variance from the code

The provisions for summary plat amendment and variance have been provided for the commission to consider in making this determination. Below the provisions, staff has provided a brief commentary on this application

Provisions for Summary Plat Amendment:

Approvals by Planning and Zoning Commission: The Planning and Zoning Commission may approve or deny the following types of subdivisions:

2. The subdivision of previously unsubdivided land when:
 - a. No more than two lots are created;
 - b. Both lots to be created have direct, legal, unobstructed access to an existing City maintained and paved street with curb gutter and sidewalk;**
 - c. Both lots to be created have direct, unobstructed legal access to existing City water and wastewater lines;
 - d. The subdivider files with the City a Letter of Credit for funds adequate to pay to connect both lots to the City's water and wastewater lines, or, pays to the City funds for connecting both lots to the City's water and wastewater lines;
 - e. The new lots comply in all ways with the standards for lots contained within the City's Comprehensive Planning and Zoning Code;
 - f. The new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots; and,
 - g. No vacation of street dedications or utility easements is proposed.

A. Provisions for variance

1. The subject property must be irregular, narrow, shallow, or steep or otherwise, have physical conditions where application of the requirements of this Code would result in practical difficulty or unnecessary hardship to the owner in the use of his land or building.
2. The applicant shall notify all property owners of his/her intent in a manner specified in Section 11-7-2 and shall be subject to a public hearing as specified therein.
3. Variance shall not be granted in such cases where it would adversely affect adjoining properties, impair established property values, or endanger public safety.
4. Variances shall not be granted where spot zoning would occur.

Staff Commentary:

Terry Taylor is requesting a Summary Plat Amendment for his lot at 800 Hillcrest, to split it into two parcels of 28.9 and 18.5 acres. These lots meet all requirements for lot size in the district.

Point "B" of the Summary Plat Amendment Provisions has been highlighted because it is this point on which Mr. Taylor is requesting a variance. There is a deeded road easement between Radium Street and the southern border of Mr. Taylor's property providing direct legal access to a City maintained street, but Radium Street is not curb & gutter, and does not have sidewalks. Mr. Taylor is asking for a variance to allow a Summary Plat Amendment with access to a City maintained street developed to the standard of the area.

As written, the Summary Plat Amendment language would prohibit any citizen anywhere in the City from splitting a lot that does not face a paved City road that has curb & gutter and sidewalks. Staff feels this is a situation where point 1 of the provisions for variance applies.

As noted in the Commission Action Form, staff recommends approval of the Variance, and approval of the Summary Plat Amendment.



COMMUNITY DEVELOPMENT DEPARTMENT
Voice - (575) 894-6673 x 316 Fax - (575) 894-0363
E-mail sdiller@torcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

Related Case(s)

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED:

- | | | |
|--|---|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input checked="" type="checkbox"/> Variance (\$25) <i>Sec. 25-15</i> | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input type="checkbox"/> Summary Plat (\$50) |
| | | <input type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any):

Project Description (add extra page(s) if needed):

Property Address/Location:

Assessor's Parcel Number(s): 3023099461068

Total Gross Lot Area: 4.6 Acres + or -

Total Net Lot Area: 4.6 - ACRES

Existing Master Plan/Comprehensive Plan Designation: N/A

Existing Zoning Designation:

Proposed Master Plan Designation (if applicable): N/A

Proposed Zoning Designation:

Existing Uses and/or Structures on Site: Residence

Surrounding Uses North: R1M

South: Doug Whitchead Residence

East: Barlow sand + gravel

West: City of TAC

APPLICANT/ REPRESENTATIVE Name:		REPRESENTATIVE(S):	
Address:		Telephone No.:	
City:		Fax No.:	
Contact Person:		State:	
I certify under penalty of perjury that all the application information is true and correct.		Zip Code:	
Applicant's Signature: <u>[Signature]</u>		E-mail Address:	
Date: <u>6-25-18</u>			
PROPERTY OWNER/ AGENT Name: <u>Terry Taylor</u>		Telephone No.:	
Address: <u>500 Hillcrest</u>		Fax No.:	
City: <u>TAC NM</u>		State: <u>NM</u>	
Contact Person: <u>Terry Taylor</u>		Zip Code: <u>7901</u>	
E-mail Address:			
The City will provide the applicant with hearing notices and staff reports unless another party is identified.			
Date/Time Received:		Receipt No(s):	
Received By:		Amount Received: \$	

PLANNING APPLICATION FORM -page 2

I, Terry Taylor am the owner of the property described in this application and hereby authorize
Print Name
to to act on my behalf on matters pertaining to this application.
Name of applicant or representative

Property Owner's Signature: Terry Taylor Date: _____

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: _____ Telephone No.: _____
Address: _____ Fax No.: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ E-mail Address: _____

ENGINEER Name: _____ Telephone No.: _____
Address: _____ Fax No.: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ E-mail Address: _____

APPLICANT'S AGREEMENT:

Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

Applicants) agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED.

Terry Taylor
Applicant's Signature

6-25-18
Date

Terry Taylor
Name of Applicant (Print)



COMMUNITY DEVELOPMENT DEPARTMENT
Voice - (575) 894-6673 x 316 Fax - (575) 894-0363
E-mail sdiller@torcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

Related Case(s)

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED

- | | | |
|--|--|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input type="checkbox"/> Variance (\$25) | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input type="checkbox"/> Summary Plat (\$50) |
| | | <input checked="" type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any): N/A

Project Description (add extra page(s) if needed):

Property Address/Location:

Assessor's Parcel Number(s): 3023079461068

Total Gross Lot Area: 4.5 Acres

Total Net Lot Area: 4.5 Acres

Existing Master Plan/Comprehensive Plan Designation: N/A

Existing Zoning Designation:

Proposed Master Plan Designation (if applicable): N/A

Proposed Zoning Designation:

Existing Uses and/or Structures on Site: House, Mobile, Bunkies, Pools

Surrounding Uses: North: BLM

South: Doug W. L. Fehnd

East: BARTCO - Vacant Land

West: CITY of Torrance Vacant Land

APPLICANT/ REPRESENTATIVE Name: <u>N/A</u>		REPRESENTATIVE(S):	
Address:		Telephone No:	
City:		Fax No:	
State:		Zip Code:	
Contact Person:		E-mail Address:	
I certify under penalty of perjury that all the application information is true and correct.			
Applicant's Signature:		Date:	
PROPERTY OWNER/ AGENT Name: <u>ICRR - Susan Taylor</u>		Telephone No: <u>525-740-4894</u>	
Address: <u>P.O. Box 1270</u>		Fax No: <u>N/A</u>	
City: <u>TAC NM 87901</u>		State: <u>NM</u>	
Contact Person: <u>ICRR</u>		Zip Code: <u>87901</u>	
E-mail Address: <u>staylor@icrr.com</u>		E-mail Address: <u>staylor@icrr.com</u>	
The City will provide the applicant with hearing notices and staff reports unless another party is identified.			
Date/Time Received:		Receipt No(s):	
Received By:		Amount Received: \$	

PLANNING APPLICATION FORM -page 2

I, _____ am the owner of the property described in this application and hereby authorize
Print Name
_____ to act on my behalf on matters pertaining to this application.
Name of applicant or representative

Property Owner's Signature: _____ Date: _____

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: _____ Telephone No.: _____
Address: _____ Fax No.: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ E-mail Address: _____

ENGINEER Name: _____ Telephone No.: _____
Address: _____ Fax No.: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ E-mail Address: _____

APPLICANT'S AGREEMENT:

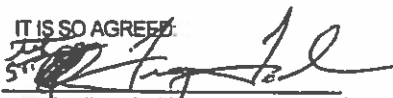
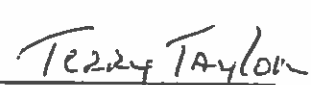


Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

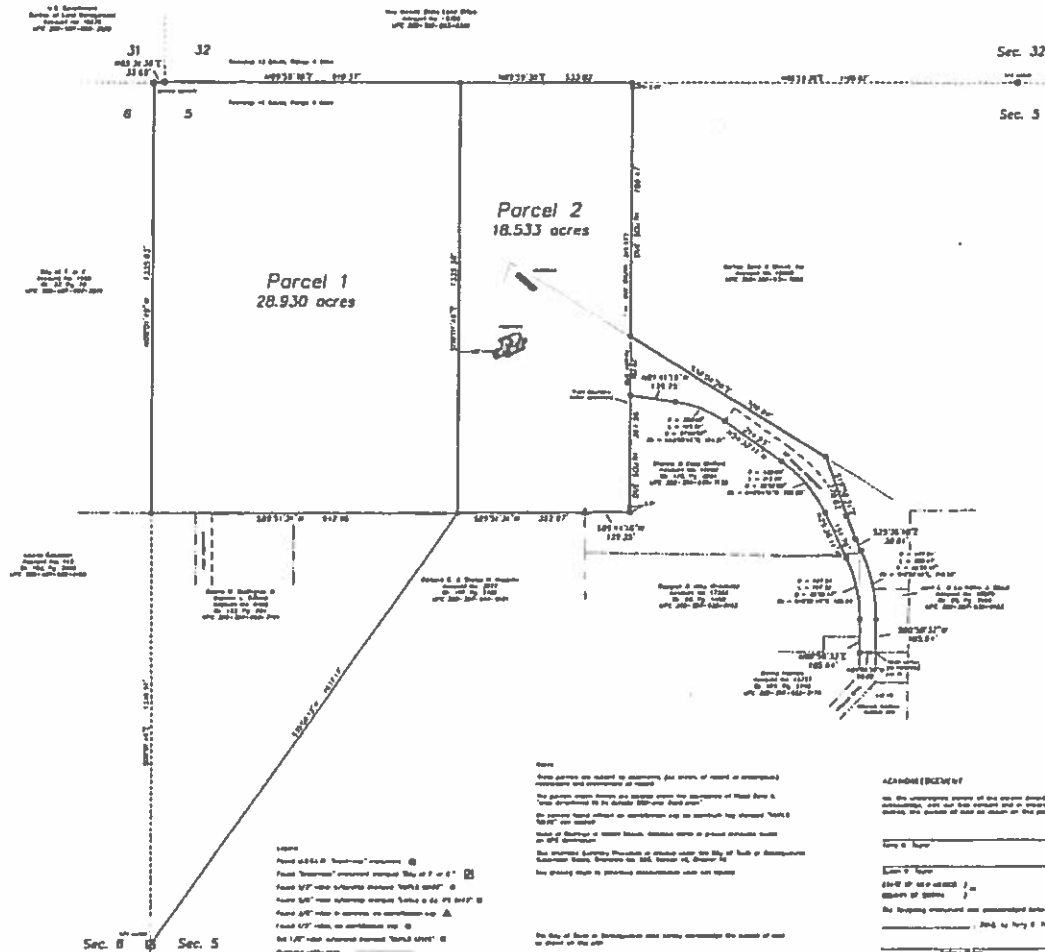
Applicant(s) agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED:

 7-1-18 
Applicant's Signature Date Name of Applicant (Print)
 7-1-18 
Susan K. Taylor Susan K. Taylor

ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT

of two parcels of land
in the NW 1/4 of Section 5, Township 14 South, Range 3 East, N 1/2 P.M.,
in the City of South of Confluence, Santa Clara County,
New Mexico



Assessment
After 2018 100 Percent 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035, 2035-2036, 2036-2037, 2037-2038, 2038-2039, 2039-2040, 2040-2041, 2041-2042, 2042-2043, 2043-2044, 2044-2045, 2045-2046, 2046-2047, 2047-2048, 2048-2049, 2049-2050, 2050-2051, 2051-2052, 2052-2053, 2053-2054, 2054-2055, 2055-2056, 2056-2057, 2057-2058, 2058-2059, 2059-2060, 2060-2061, 2061-2062, 2062-2063, 2063-2064, 2064-2065, 2065-2066, 2066-2067, 2067-2068, 2068-2069, 2069-2070, 2070-2071, 2071-2072, 2072-2073, 2073-2074, 2074-2075, 2075-2076, 2076-2077, 2077-2078, 2078-2079, 2079-2080, 2080-2081, 2081-2082, 2082-2083, 2083-2084, 2084-2085, 2085-2086, 2086-2087, 2087-2088, 2088-2089, 2089-2090, 2090-2091, 2091-2092, 2092-2093, 2093-2094, 2094-2095, 2095-2096, 2096-2097, 2097-2098, 2098-2099, 2099-2100, 2100-2101, 2101-2102, 2102-2103, 2103-2104, 2104-2105, 2105-2106, 2106-2107, 2107-2108, 2108-2109, 2109-2110, 2110-2111, 2111-2112, 2112-2113, 2113-2114, 2114-2115, 2115-2116, 2116-2117, 2117-2118, 2118-2119, 2119-2120, 2120-2121, 2121-2122, 2122-2123, 2123-2124, 2124-2125, 2125-2126, 2126-2127, 2127-2128, 2128-2129, 2129-2130, 2130-2131, 2131-2132, 2132-2133, 2133-2134, 2134-2135, 2135-2136, 2136-2137, 2137-2138, 2138-2139, 2139-2140, 2140-2141, 2141-2142, 2142-2143, 2143-2144, 2144-2145, 2145-2146, 2146-2147, 2147-2148, 2148-2149, 2149-2150, 2150-2151, 2151-2152, 2152-2153, 2153-2154, 2154-2155, 2155-2156, 2156-2157, 2157-2158, 2158-2159, 2159-2160, 2160-2161, 2161-2162, 2162-2163, 2163-2164, 2164-2165, 2165-2166, 2166-2167, 2167-2168, 2168-2169, 2169-2170, 2170-2171, 2171-2172, 2172-2173, 2173-2174, 2174-2175, 2175-2176, 2176-2177, 2177-2178, 2178-2179, 2179-2180, 2180-2181, 2181-2182, 2182-2183, 2183-2184, 2184-2185, 2185-2186, 2186-2187, 2187-2188, 2188-2189, 2189-2190, 2190-2191, 2191-2192, 2192-2193, 2193-2194, 2194-2195, 2195-2196, 2196-2197, 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3016-3017, 3017-3018, 3018-3019, 3019-3020, 3020-3021, 3021-3022, 3022-3023, 3023-3024, 3024-3025, 3025-3026, 3026-3027, 3027-3028, 3028-3029, 3029-3030, 3030-3031, 3031-3032, 3032-3033, 3033-3034, 3034-3035, 3035-3036, 3036-3037, 3037-3038, 3038-3039, 3039-3040, 3040-3041, 3041-3042, 3042-3043, 3043-3044, 3044-3045, 3045-3046, 3046-3047, 3047-3048, 3048-3049, 3049-3050, 3050-3051, 3051-3052, 3052-3053, 3053-3054, 3054-3055, 3055-3056, 3056-3057, 3057-3058, 3058-3059, 3059-3060, 3060-3061, 3061-3062, 3062-3063, 3063-3064, 3064-3065, 3065-3066, 3066-3067, 3067-3068, 3068-3069, 3069-3070, 3070-3071, 3071-3072, 3072-3073, 3073-3074, 3074-3075, 3075-3076, 3076-3077, 3077-3078, 3078-3079, 3079-3080, 3080-3081, 3081-3082, 3082-3083, 3083-3084, 3084-3085, 3085-3086, 3086-3087, 3087-3088, 3088-3089, 3089-3090, 3090-3091, 3091-3092, 3092-3093, 3093-3094, 3094-30

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 744-5773

June 18, 2018

LEGAL DESCRIPTION-PARCEL 1 (28.930 ACRES)

A parcel of land situate in the NW1/4 NW1/4 of Section 5, Township 14 South, Range 4 West N.M.P.M., in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, a U.S.G.L.O. "brass-cap" monument, said corner being the NW corner of Section 5, Township 14 South, Range 4 West;

Thence, continuing along the north boundary of said Section 5, N85°31'38"E, a distance of 32.69 feet to an angle point in this tract, a U.S.G.L.O. "brass-cap" monument, said corner being the SW corner of Section 32, Township 13 South, Range 4 West;

Thence, continuing along said boundary, N89°59'30"E, a distance of 910.37 feet to the NE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S00°01'49"E, a distance of 1335.38 feet to the SE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S89°51'31"W, a distance of 942.96 feet to the SW corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129", a point on the west boundary of Section 5, Township 14 South, Range 4 West, whence the west 1/4 corner of said Section 5, a "brass-cap" monument stamped "City of T. or C." bears S00°01'49"E, a distance of 1336.51 feet;

Thence, continuing along said boundary, N00°01'49"W, a distance of 1335.03 feet to the point of beginning of the parcel hereon described, containing 28.930 acres of land, more or less..

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (Chaparral Surveying, LLC, Boundary Survey Plat dated June 14, 2018).

Chaparral Surveying, LLC

P.O. Box 629

Elephant Butte, New Mexico 87935

(575) 744-5773

June 18, 2018

LEGAL DESCRIPTION-PARCEL 2 (18.533 ACRES)

A parcel of land situate in the NW1/4 of Section 5, Township 14 South, Range 4 West, N.M.P.M., in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129, whence the west 1/4 corner of Section 5, Township 14 South, Range 4 West, a "brass-cap" monument stamped "City of T. or C." bears S35°08'13"W, a distance of 1637.17 feet;

Thence, N00°01'49"W, a distance of 1335.38 feet to the NW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", said corner being on the north boundary of said Section 5;

Thence, continuing along said boundary, N89°59'30"E, a distance of 533.02 feet to the NE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", whence the north 1/4 corner of said Section 5, a U.S.G.L.O. "brass-cap" monument, bears N89°59'30"E, a distance of 1186.82 feet;

Thence, DUE SOUTH, a distance of 786.47 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S58°04'26"E, a distance of 709.89 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S19°56'31"E, a distance of 270.82 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S25°36'10"E, a distance of 38.61 feet to a point of curvature in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along the arc of a curve to the right having an arc length of 220.47 feet, a central angle of 26°26'47", a radius of 477.64 feet and a long chord which bears S12°22'49"E, a distance of 218.52 feet to a point of tangency in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S00°50'32"W, a distance of 105.64 feet to an angle point in this tract, a fence corner in concrete, a point on Hillcrest Drive;

Thence, continuing along Hillcrest Drive, N89°09'28"W, a distance of 50.00 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, N00°50'32"E, a distance of 105.64 feet to a point of curvature in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

LEGAL DESCRIPTION-PARCEL 2
(18.533 ACRES)

Page 2

Thence, continuing along the arc of a curve to the left having an arc length of 197.39 feet, a central angle of $26^{\circ}26'47''$, a radius of 427.64 feet and a long chord which bears $N12^{\circ}22'49''W$, a distance of 195.64 feet to a point of tangency in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, $N25^{\circ}36'11''W$, a distance of 151.76 feet to a point of curvature in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along the arc of a curve to the left having an arc length of 212.09 feet, a central angle of $28^{\circ}56'00''$, a radius of 420.00 feet and a long chord which bears $N40^{\circ}04'11''W$, a distance of 209.85 feet to a point of tangency in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, $N54^{\circ}32'11''W$, a distance of 214.93 feet to a point of curvature in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along the arc of a curve to the left having an arc length of 165.86 feet, a central angle of $27^{\circ}09'07''$, a radius of 350.00 feet and a long chord which bears $N68^{\circ}06'45''W$, a distance of 164.31 feet to a point of tangency in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, $N81^{\circ}41'19''W$, a distance of 139.75 feet to an angle point in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, DUE SOUTH, a distance of 364.56 feet to an angle point in this tract, a $\frac{1}{2}$ " rebar w/survcap stamped "NMPLS 12129";

Thence, $S89^{\circ}44'16''W$, a distance of 139.35 feet to an angle point in this tract, a $\frac{3}{8}$ " rebar in a concrete monument w/aluminum tag stamped "NMPLS 12129";

Thence, $S89^{\circ}51'31''W$, a distance of 392.97 feet to the point of beginning of the parcel hereon described, containing 18.533 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (Chaparral Surveying, LLC, Boundary Survey Plat dated June 14, 2018).

 TERRI J COFSIN
 SIERRA COUNTY TREASURER
 100 N DATE ST
 T OR C, MS 87701
 (875) 894-3324
 TCDFSIN@SIERRACO.ORG
 WWW.SIERRACO.ORG

CUSTOMER Receipt 2016-00001410
 Tax Bill # 5018-9000141
 TAX-ALLOCATIONS Dist-4 In
 1666.17 Res-Advalorem
 631.11 N/R-Advalorem
 0.00 Livestock
 265.59 Other Taxes
 1361.45 First Half Tax
 Delinquent after DEC 10, 2016
 1361.44 Second Half Tax
 Delinquent after MAY 10, 2017
 2762.89 Total 2016 Taxes
 Property Assessed to Owner H 0012851
 Property H 3 023 079 461 063
 TAYLOR TERRI G & SUSAN K

PO BOX 1770
 T OR C MS 87701
 SECTION-05 TOWNSHIP-14S RANGE-04E
 47.463 ACRES IN AREA, SE40NW4
 900 HILLCREST LN

County Treasurer Received \$2762.89
 From TERRI G TAYLOR
 CH 2467 2762.89
 Cash 0.00
 Payment Distribution:
 0.00 Change
 2762.89 Taxes
 0.00 Interest
 0.00 Penalties
 0.00 Cash
 Received on JUL 5, 2016 4:56:16
 Received by: CRISTINA
 2762.89 Total for Taxes
 No balance due on this tax bill

TAX RELEASE

KEITH W WHITNEY
SIERRA COUNTY ASSESSOR
100 N DATE STREET
T OR C NM 87901
TELEPHONE (575) 894-2589

Notification of No Tax Liability
from the County Treasurer for the purpose of Transferring Title

Property Assessed to Owner# 0012851	Property # 3 023 079 461 068
TAYLOR TERRY G & SUSAN K	SECTION-05 TOWNSHIP-14S RANGE-04W
	47.463 ACRES IN N2NW4, SE4NW4
	900 HILLCREST DR
PO BOX 1770	
T OR C 87901	
DISTRICT- 6 IN	
TAXABLE VALUE 106234	TOTAL 2018 TAX 2762.89

The undersigned certifies, being the legal County Official having custody of the tax records, and attests that no liability for property taxes exists on property stipulated above for the current tax year or any past tax years.

I certify that this is the correct value as it DOES NOT appear on the 2018 Tax Schedule as of JUL 5, 2018


Office of the County Assessor

I certify the above amount has been paid to SIERRA COUNTY TREASURER

Received by Terry G. Taylor
Dated 05 July 2018
Tax Receipt Number 2018-141P


Office of the County Treasurer

NOT VALID UNLESS SIGNED BY BOTH THE COUNTY ASSESSOR AND THE COUNTY TREASURER

Purpose of Release:

Title Transfer
Moving Mfg Hm
Refinance
Removing Lien
Destination
Prior Location

Adding Lein
Reservation
Other



WARRANTY DODGE DODGETOWN

WILLIAM J. DUNN, JR., AND ELEANOR POTTER, NID 1017

For immediate release only, please

10. SANTA FE, NEW MEXICO

U.S. GPO: 1964 O - 348-291

THE HOUSE OF REPRESENTATIVES

where there is F.O. Box 465, North on Congresses, New Mexico, 87501

analogous to the following directed graph in

5487

County, New Mexico

A record of the last of the Northwest Quarter of the Northwest Quarter
of Section 27, T1N, R1E, S1W, Township 1N, Range 1E, Section 27,
County 1, State 1, after recording as follows, to-wit:

digging at the southwest corner of the 34th or 40th Ave. (N),
towards the 74th South, large lot (4) West, N.H.P.R. there,
East, 1/2 feet for the place of Berkeley for the description of this
school.

Friday, Sept. 26, 1925

Source: Smith, "1962-63" file.

Shirley Wooty 254 2803

Tenon, with, 25.25 feet, to the place of Fuchang, containing a parcel of land 24 feet by 25 feet.

adjacent to a road entrance on the extreme left side running from North to South.

RECEIVED - Mr. S. H. Arnold - July 2nd 1907 - January 1812




THOMAS J. POTTER

_____ (Name) _____ (Signature)

7501 HANCOCK ST. ACTION DOCUMENT FOR NATURAL RESOURCES

DATE OF BIRTH: 1914

The following information was obtained from letters by the And day at St. Louis
and the U.S. Bureau and the U.S. Bureau, his wife

[Signature]



STATE OF NEW YORK

CONFIDENTIAL

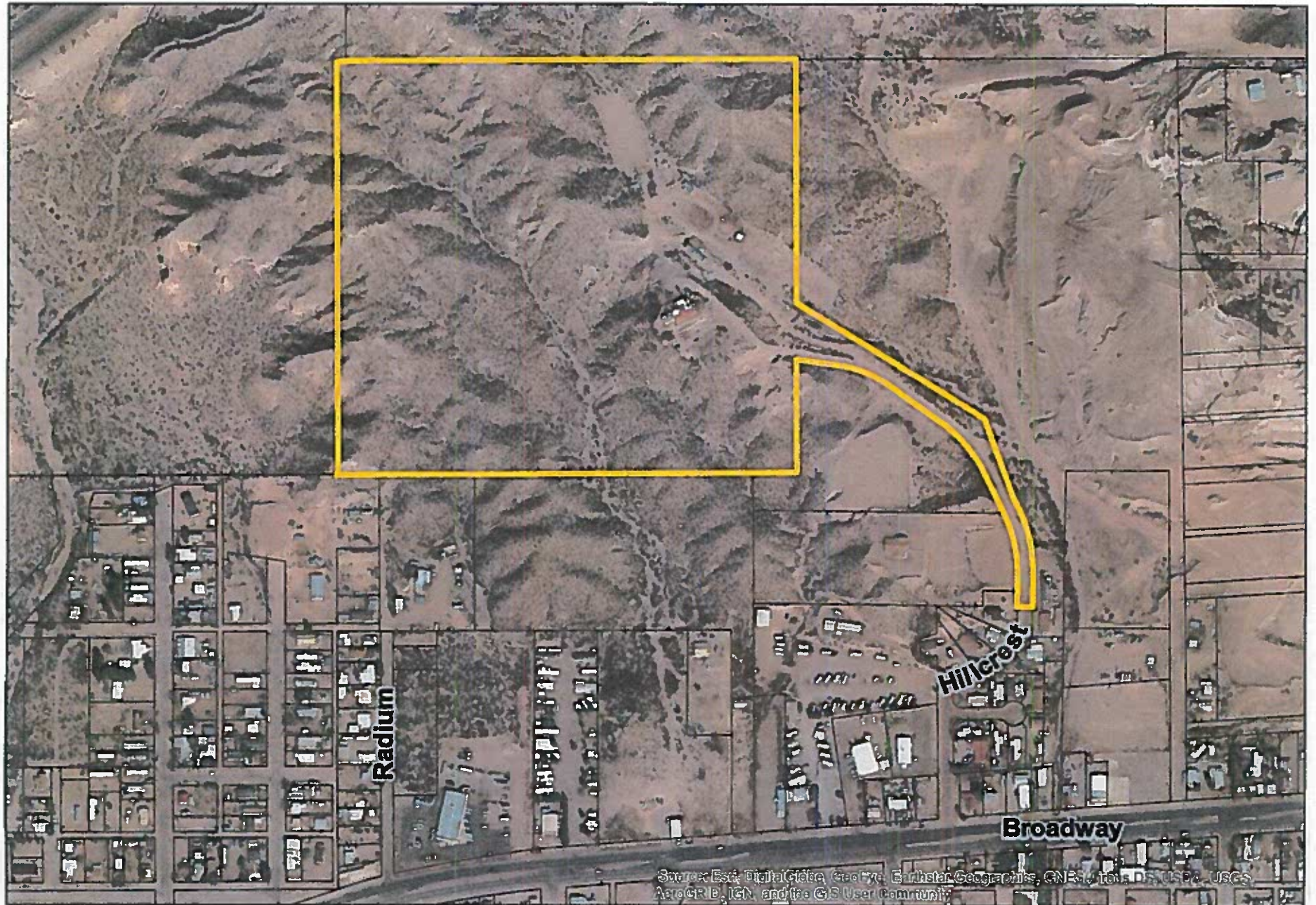
1997

Chen et al.

1990

RESEARCH

Area Map of 800 Hillcrest: Subject Property Outlined in Orange



Created by: Susanna Diller
8/15/2018

0 375 750 1,500 Feet



I.1

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Municipal Pool Update including pool cover.

BACKGROUND:

To update the commission and community about the status of the pool. Present modified summer schedule in place.

STAFF RECOMMENDATION:

Staff to update the Pool's Facebook group and swimming pool page on the City website with this information to keep the community informed of the current pool status.

SUPPORT INFORMATION:

Presentation

The background of the slide features a vertical blue gradient, transitioning from a lighter blue at the top to a deeper blue at the bottom. Scattered across the image are several water droplets and bubbles of varying sizes, some with highlights, giving the impression of water. The text is centered in the upper half of the image.

J.A. HODGES MUNICIPAL POOL

MODIFIED SUMMER SCHEDULE

- WENT INTO AFFECT ON AUGUST 12TH.
- THIS MAY ONLY BE TEMPORARY.
- DEPENDING ON THE HIRING OF MORE STAFF WE CAN POTENTIALLY OPEN UP TO A REGULAR FULL SCHEDULE.

	Sunda y	Monday	Tuesday	Wednesd ay	Thursday	Friday	Saturday
Lap Swim	-----	4pm- 5pm	-----	4pm-5pm	-----	4pm-5pm	8am-9am
Therapy Swim/Aerobi cs	-----	5pm- 6pm	-----	5pm-6pm	-----	5pm-6pm	9am- 10am
Group Swim	-----	-----	-----	-----	-----	-----	-----
Open Swim	-----	-----	4pm-6pm	-----	4pm-6pm	-----	1pm-4pm

STILL HIRING!

- WE INTERVIEWED ONE APPLICANT FOR HEAD LIFEGUARD AND 4 FOR LIFEGUARD/CASHIER.
- MOVING FORWARD WITH THE BACKGROUND CHECKS AND SWIM TESTS.
- WITH THE HIRING OF HEAD LIFEGUARD WE'LL ALSO BE HIRING ONE ADDITIONAL FT AND POSSIBLY 2 PT.
- AS OF NOW THE LIFEGUARD/CASHIER POSITION IS STILL OPEN.

POOL COVER UPDATE

- AS OF RIGHT NOW WE FORESEE THE POOL COVER GOING UP SOME TIME TOWARDS THE END OF OCTOBER AS IT HAS IN THE PAST.
- IN CONTACT WITH ARIZON TO COME DO AN ASSESSMENT OF THE STRUCTURE, HARDWARE, AND OVERALL SYSTEM CHECK (GENERATORS, BLOWER, HEATER, BACK-UP UNIT, ETC.).
- AT THAT TIME WE WILL ALSO HAVE THEM DO ANY REPAIRS AND SERVICE OF EQUIPMENT AS NECESSARY.
- DO A TRAINING WITH ALL RECOMMENDED EMPLOYEES TO INSURE PROPER SET-UP AND TAKE-DOWN IN THE FUTURE AS TO MINIMIZE DAMAGE OR CONFUSION.
- IN THE PAST WE HAVE RECRUITED FROM OTHER DEPARTMENTS AS WELL AS MANY VOLUNTEERS THROUGHOUT THE COMMUNITY AND SCHOOL. WE WILL CONTINUE WITH THAT TRADITION THIS YEAR AS WELL AS IT DOES TAKE A GREAT DEAL OF MANPOWER TO GET THE JOB DONE.

MISSING HARDWARE



POOL HEATER

- AS PREVIOUSLY REPORTED THE HEATER WILL NEED TO BE REPLACED.
- COST IS APPROX. BETWEEN \$18,000 AND \$35,000.



I2

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Swim Team request for recent increase in fees. Jeni Neeley

BACKGROUND:

Jeni Neeley submitted the attached application to be included on the agenda.

STAFF RECOMMENDATION:

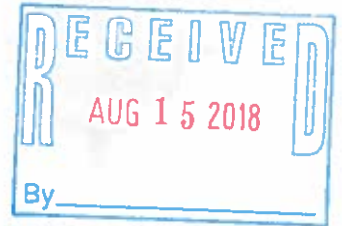
None.

SUPPORT INFORMATION:

Application for listing on Commission Agenda



CITY OF TRUTH OR CONSEQUENCES
CITY CLERK'S OFFICE
505 SIMS STREET
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
PHONE: (575) 894-6673 EXT#1301 FAX: (575) 894-7767



APPLICATION FOR LISTING ON CITY COMMISSION AGENDA

DATE: 8/15/18

DATE OF MEETING YOU ARE REQUESTING TO BE LISTED UNDER: Aug. 22

NAME OF APPLICANT/ORGANIZATION: Sierra County Swim Team (Seni Neeley)

ADDRESS: _____

PHONE: 491-3858 E-MAIL: jneeley@nmsu.edu

REQUEST: (ATTACH WRITTEN REQUEST AND/OR DOCUMENTS IF AVAILABLE)

We would like to discuss the recent increase
in pool rental fees for the 2019 summer

WHAT RESOURCES DO YOU REQUIRE: _____

ESTIMATED TIME FOR PRESENTATION: 10 min. SIGNATURE: [Signature]

CITY MANAGER ACTION

APPROVED FOR COMMISSION AGENDA OF: Aug. 22, 2018

DENY - REASON FOR DENIAL: _____

IF YOUR REQUEST WAS DENIED AND YOU WISH TO APPEAL, YOU MAY:

- appear personally before the City Commission on the day of the meeting and during the "Comments from the Public" ask that the Commission place your item on the next available agenda (usually in 2 weeks); or,
- appeal directly to any one of the City Commissioner by contacting them (see reverse side for contact information). Any Commissioner may place your item on the agenda by notifying the City Clerk at least **7 days** prior to the Commission meeting.



I.3

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

MOU Agreement between the Truth or Consequences Police Department, and The Sierra County Sheriff's Office for the Immediate Response Team (IRT).

BACKGROUND:

Presentation on MOU and what it entails.

STAFF RECOMMENDATION:

Approve the MOU.

SUPPORT INFORMATION:

MOU agreement which is attached.

Name of Drafter: Erica Baker	Department: Police	Meeting date: August
Email: ebaker@torcnm.org	Phone: 894-1204 Ext. 422	

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SIERRA
THE SIERRA COUNTY SHERIFF'S DEPARTMENT
AND
THE CITY OF TRUTH OR CONSEQUENCES
THE TRUTH OR CONSEQUENCES POLICE DEPARTMENT
FOR
PARTICIPATION IN THE SIERRA COUNTY IMMEDIATE RESPONSE TEAM

This **MEMORANDUM OF UNDERSTANDING (AGREEMENT)** is entered into by and between the County of Sierra, Sierra County Sheriff's Department, a public body created and functioning under the laws of the State of New Mexico (hereinafter referred to as Sierra County Sheriff's Department) and the City of Truth or Consequences, Truth or Consequences Police Department, a public body created and functioning under the laws of the State of New Mexico (hereinafter referred to as the Tor C Police Department);

Whereas, the Sierra County Sheriff's Department and the T or C Police Department desire to enter into an agreement which facilitates the mutual participation in the Sierra County Immediate Response Team by certain officer(s) employed through the T or C Police Department.

Whereas, it is necessary and in the sound interest of the residents of Sierra County and the City of Truth or Consequences, and is otherwise beneficial and advantageous for the parties of the agreement to provide for the participation of certain, full time, commissioned T or C Police Officer(s), to the Sierra County Immediate Response Team.

Now, Therefore, in consideration of the covenants and restrictions set forth below, and in consideration of the benefits to residents, the Sierra County Sheriff's Department and the T or C Police Department do agree as follows:

I. TERM

This agreement is intended to be open-ended, either party hereto may withdraw from this agreement upon 30 days written notification to the other party.

II. SELECTION OF OFFICERS FOR THE TEAM AND REMOVAL OF OFFICERS FROM THE TEAM

A. When there is a vacant position within the Sierra County Immediate Response Team, the Immediate Response Team Commander will notify the T or C Chief of Police. The T or C Chief of Police will approve the full time, commissioned Police Officers that will be considered for participation within the Sierra County Immediate Response Team. The Sierra County Immediate Response Team Commander, with a majority vote of the existing Team Members, will then select the Officer(s) to be assigned to the Sierra County Immediate Response Team.

B. Sierra County Sheriff's Department Deputies and T or C Police Department Officers assigned to the Sierra County Immediate Response Team may be removed from the Team for a variety of reasons, including but not limited to; unsafe behavior, insubordination, failure to respond to callouts or operations, failure to meet training requirements, and individual departmental discipline.

III. ACTIVITIES AND AUTHORITY

A. CALLOUTS AND OPERATIONS

1. All Sierra County Deputies and T or C Police Officers assigned to the Sierra County Immediate Response Team will be subject to callout at any time. In situations where the Sierra County Immediate Response Team is called out or undertakes an operation, each individual agency will be responsible for overtime, salary and wages incurred by their respective Deputies and Officers.
2. The Sierra County Sheriff's Department and T or C Police Department will make all Deputies and Officers assigned to the Sierra County Immediate Response Team available for all training, callouts, and operations, wherever feasible.
3. All Sierra County Sheriff's Deputies and T or C Police Officers while performing their duties as part of the Sierra County Immediate Response Team will operate under the direct supervision of the Sierra County Immediate Response Team Commander and Team Leader.
4. All Sierra County Sheriff's Department Deputies and T or C Police Officers will be responsible for notifying their individual chain of command of any training, callouts, or operations.

B. MUTUAL AID

1. When situations or operations arise outside of Sierra County, where the Sierra County Immediate Response Team would be necessary or of benefit, the supervisor for the respective agency will contact the Sierra County Immediate Response Team Commander. The Sierra County Immediate Response Team Commander will review the situation with the facts present at the time, and upon finding the situation falls within the guidelines of the Sierra County Immediate Response Team policies for deployment, the Commander will deploy the Sierra County Immediate Response Team.
2. All T or C Police Officers approved and assigned to the Sierra County Immediate Response Team will be given a Special Deputy Commission by the Sierra County Sheriff.

C. POLICY AND PROCEDURE

A policy and procedure will be developed by the Sierra County Sheriff's Department. This policy and procedure will be adopted by both agencies to govern the Sierra County Immediate Response Team.

IV. WEAPONS, AMMUNITION, AND EQUIPMENT

A. LETHAL FORCE WEAPONS

1. The Sierra County Sheriff's Department will be responsible for providing all Sheriff's Department Deputies with Department Approved firearms and ammunition, according to Sierra County Sheriff's Department Policies and Procedures.
2. The T or C Police Department will be responsible for providing all T or C Police Department Officers with Department Approved firearms and ammunition, according to T or C Police Department Policies and Procedures.
3. The Sierra County Sheriff's Department Deputies and T or C Police Department Officers will only carry and utilize weapons and ammunition which they have been trained and qualified to utilize according to the New Mexico Department of Public Safety Standards, and each respective Departments policies and procedures.

B. LESS LETHAL WEAPONS, MUNITIONS, AND DISTRACTION DEVICES

1. The Sierra County Sheriff's Department Deputies and T or C Police Department Officers may share less lethal weapons, less lethal munitions, and distraction devices when necessary.
2. The Sierra County Sheriff's Department Deputies and T or C Police Department Officers will only utilize less lethal weapons, munitions, and distraction devices which they have been trained, qualified, and certified to utilize.

C. SAFETY AND OPERATIONAL EQUIPMENT

1. The Sierra County Sheriff's Department and T or C Police Department may share any and all safety equipment necessary.
2. Each individual Sierra County Sheriff's Department Deputy and T or C Police Department Officer will be responsible for any and all equipment issued to them.
3. The Sierra County Immediate Response Team Commander will be responsible for keeping an inventory of any and all equipment obtained through grants and issued to each individual Deputy or Officer.

V. ALLOCATION OF LIABILITIES

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

VI. INSURANCE

Each party shall provide evidence of the following types of insurance coverage:

- a. Law Enforcement Liability, property, and casualty coverage's in amounts not less than those set forth in the New Mexico Tort Claims Act; and
- b. Workman's Compensation.

VII. SEVERANCE

Should any provision of this agreement be held to be void, invalid, or for any reasons whatsoever, have no force and effect, such provision shall be construed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of the Agreement which shall remain in full force and effect. The remainder of the Agreement will continue unless the provision held as invalid is such as to make the fulfillment of the majority of the purpose of the Agreement unenforceable.

VIII. AMENDMENTS

This Agreement shall not be altered, modified, or amended except by written instrument, signed and attested to by individuals so authorized by their position for the entities identified within this Agreement.

IX. NOTIFICATION

Notices required under this Agreement shall be made to the following addresses, except as changed by written notice to the other party:

Sierra County Sheriff's Department
1502 N. Date St
Truth or Consequences, NM 87901

T or C Police Department
507 McAdoo St
Truth or Consequences, NM 87901

X. HEADINGS

Paragraph Headings are for convenience and reference and are not intended to limit the scope of any provisions of this Agreement.

XI. THIRD-PARTY BENEFICIARY

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions or any part of this agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), injurie(s), to person(s), damage(s), to propert(ies), and/or other cause(s) of actions whatsoever pursuant to the provisions of this agreement.

XII. PERSONAL LIABILITY

Except as provided by law for misconduct outside the course and scope of employment, no elected official, appointed official, employee, servant, or law enforcement officer of the parties shall be held personally liable under this agreement because of its enforcement or attempted enforcement.

XIII. COUNTERPARTS

This document shall be executed in (2) counterparts, each of which shall be deemed an original.

IN WITNESS THEREOF, the Sierra County Sheriff's Department and the T or C Police Department have caused this Agreement to be duly executed in and on their behalf and have each hereunto affixed their seal this _____ day of _____, 20_____.

SIERRA COUNTY SHERIFF'S DEPARTMENT

TRUTH OR CONSEQUENCES POLICE DEPARTMENT

Glenn Hamilton, Sheriff Date

Randall Aragon, Chief of Police Date

SIERRA COUNTY

CITY OF TRUTH OR CONSEQUENCES

Manager, County of Sierra Date

Manager, City of T or C Date

ATTEST:

ATTEST:

Clerk, Sierra County Date

Clerk, City of T or C Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney, Sierra County Date

Attorney, City of T or C Date



I.4

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Approve the recommendation from the Lodger's Tax Board for a revision to the Guidelines.

BACKGROUND:

The Lodger's Tax Board met on August 2nd, 2018. On the agenda was a request from the Chamber of Commerce to increase the fees to their budget in order to add the film festival that was discussed under Public Comment at the August 8th City Commission meeting. The item was previously denied for the agenda because the Guidelines specifically states they "cannot request an increase in budget".

The Lodger's Tax Board is recommending to delete that wording on page 19 of the Guidelines to allow agencies who are funding to request additional funding if it's available.

STAFF RECOMMENDATION:

Approve the revision to the Guidelines.

SUPPORT INFORMATION:

Guidelines with page 19 revised.

Amendments

CAN

- Budget Categories*
 - Funds may be moved from one category to another category.
- Scope of Work*

*** Must have prior approval from the Lodgers' Tax Advisory Board and/or City Manager's Office.**

CANNOT

- Request extension of time.
- ~~Request increase in budget.~~
- Request transfer of funds to another organization.



I.5

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Request from the Chamber of Commerce for additional Lodger's Tax funding for the Film Festival.

BACKGROUND:

Application for listing on agenda is attached. As stated in the previous agenda item, they were denied for the reason that it was not allowed per page 19 of the guidelines. If the Commission approved the change to the Guidelines, this request can be considered.

For your convenience, the Lodger's Tax allocations page has been included. If you refer to the Budget Balance, there is a total of \$843 left which can be allocated for events. Please keep in mind, if you allocate the entire amount, no other organizations can come to request funding for the rest of the year.

STAFF RECOMMENDATION:

Normally we would request this to go back to the Lodger's Tax Advisory Board, but due to time constraints for the event they are fine with the Commission making the decision without their recommendation.

SUPPORT INFORMATION:

Application to be on the agenda.
Lodger's Tax allocations page.



CITY OF TRUTH OR CONSEQUENCES

CITY CLERK'S OFFICE

505 SIMS STREET

TRUTH OR CONSEQUENCES, NEW MEXICO 87901

PHONE: (575) 894-6673 EXT#1301 FAX: (575) 894-7767



APPLICATION FOR LISTING ON CITY COMMISSION AGENDA

DATE: 7/17/18 AND ON LODGERS TAX BOARD MEETING (7/26/18)

DATE OF MEETING YOU ARE REQUESTING TO BE LISTED UNDER: _____

NAME OF APPLICANT/ORGANIZATION: CHAMBER of COMMERCE of TORO & SIERRA County

ADDRESS: 207 S. Focht St.

PHONE: 894 3536 / 894 2239 E-MAIL: info@torcchamber.org

REQUEST: (ATTACH WRITTEN REQUEST AND/OR DOCUMENTS IF AVAILABLE)

Document attached

WHAT RESOURCES DO YOU REQUIRE: none

ESTIMATED TIME FOR PRESENTATION: 10 min. SIGNATURE: [Signature]

CITY MANAGER ACTION

APPROVED FOR COMMISSION AGENDA OF: _____

DENY - REASON FOR DENIAL: Per Lodgers Tax Guidelines

pg. 19 of 22 under 'cannot' #2

IF YOUR REQUEST WAS DENIED AND YOU WISH TO APPEAL, YOU MAY:

- appear personally before the City Commission on the day of the meeting and during the "Comments from the Public" ask that the Commission place your item on the next available agenda (usually in 2 weeks); or,
- appeal directly to any one of the City Commissioner by contacting them (see reverse side for contact information). Any Commissioner may place your item on the agenda by notifying the City Clerk at least 7 days prior to the Commission meeting.

"Hops and Hollywood" is brought to you by Friends of New Mexico Film, the non-profit who brought you the T or C Film Fiesta. This year, they are teaming up with T or C Brewing Company to bring together the best of locally brewed beers with the best of local filmmakers and a touch of Hollywood. The event is planned for October the 19th thru the 21 alongside T or C's first annual "Soakin' the Blues" festival, sponsored by MainStreet T or C, which features live blues music and our culture of soaking in downtown hot springs. The two events together showcase Truth or Consequences's unique culture of hot springs, live music, film making, celebrities, and craft beer made in T or C. Ralph Edwards would be proud.

Our tried and true format is simple and appropriate: A Friday night opening movie and reception, an action packed day of blues, brews, and movies at different venues around town, and a Sunday brunch featuring live music entertainment. Passes provide access to movies, brunch, entertainment, and featured discounts at various downtown establishments. The cost will be \$30 for the weekend with a \$20 early-bird pass for locals making it quite possibly the most affordable film festival in the country.

Our goal is simple: bring people to town, maximize hotel rentals, tourist spending, and media exposure for Truth or Consequences unique tourism culture while providing locals with an affordable opportunity to see movies and music they might have not yet seen.

Based on previous years, we will get a minimum of 200 people to come into town for the film festival not including local attendance. The previous two film festivals funded by our non profit packed the town and cost \$12000 and \$9000 respectively. We will raise most of that through sponsorships and pass sales. We are aiming to make this year extra special by bringing a showing of the movie "Rose", which was filmed in downtown Truth or Consequences. Key expenses to make the event a success will be movie licensing and marketing. We are respectfully asking for \$2500 assistance from the Cities lodgers tax to help with the licensing and marketing expenses that will be critical to making this event a success.

2018/19 LODGERS TAX ALLOCATION RECOMMENDATIONS

From the Lodgers Tax Advisory Board

May 14, 2018

BUDGET: \$46,843

ORGANIZATION	FUNDS		FUND'S REQUESTED FYE 19	LODGER'S TAX BD RECOMMEND'N	
	ALLOCATED FYE 18			FOR FYE 2019	Allocated FYE 2018
ELIGIBLE					
Chamber of Commerce of T or C & S.C.	\$11,000.00		\$14,650.00	\$10,000.00	\$10,000.00
Friends of Elephant Butte LK ST PK	\$700.00	N/A - did not submit			N/A
Geronimo Springs Museum	\$10,000.00		\$12,000.00	\$10,000.00	\$10,000.00
MainStreet Truth or Consequences	\$12,000.00		\$15,500.00	\$14,000.00	\$14,000.00
NM Off Road Hwy Vehicle Alliance <i>(1st Time App.)</i>	N/A		\$2,625.00	\$1,500.00	\$1,500.00
NMSRDA/Sierra Twirlers of T or C	\$2,000.00	N/A - did not submit			N/A
Sierra Arts Council (Noncompliant in Past)	\$3,000.00		\$6,467.89	\$3,000.00	\$3,000.00
T or C Fiesta	\$4,000.00		\$8,000.00	\$4,000.00	\$4,000.00
Veterans Memorial Park & Museum (late submission)	\$3,300.00		\$7,600.00	\$2,500.00	\$3,500.00
INELIGIBLE					
TOTALS	\$46,000.00		\$66,842.89	\$45,000.00	\$46,000.00
BUDGET BALANCE	\$46,000.00		\$37,474.40	\$1,843.00	\$843.00
COOP GRANT PARTICIPANTS				\$ 46,843.00	\$46,843.00
Geronimo Trail Scenic Byway	\$6,000.00		\$8,000.00	\$6,000.00	\$6,000.00
S.C. Recreation & Tourism Advisory BD	\$16,000.00		\$22,895.00	\$16,000.00	\$16,000.00
TOTALS	\$22,000.00		\$30,895.00	\$22,000.00	\$22,000.00
COMBINED TOTALS	\$68,000.00		\$97,187.89	\$68,843.00	\$68,000.00



I.6

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Ralph Edwards Park Plan.

BACKGROUND:

Orrin Hechler, Parks Supervisor will give the attached presentation.

STAFF RECOMMENDATION:

Provide direction.

SUPPORT INFORMATION:

Presentation.



Challenges

41 Sprinklers on one system

- Single valve turns on/off entire system
- Manual system causes erratic watering hours
- Negatively affects water pressure to residents

Multi-use throughout the year

- Fiesta – heavy use of vehicles and people
- Farmer's Market – weekly damage to grass
- Special use permits and regular foot traffic



Central Christian Church

Ralph
Edwards Park

First Baptist Church

Google





DESIGNATED PARKING

Possible Solutions

Reconfigure irrigation system

- Establish three watering zones
- Install a valve in each zone
- Each zone will be controlled by the same timer

Divide park into three sections

- Close off one section at a time to regenerate that section
- Seed, aerate, and groom until that section has recovered
- Repeat for each section until entire park has recovered



- 1 - I-20
- 2 - I-20
- 3 - I-20 no top
- 4 - I-20
- 5 - I-20
- 6 - PGP
- 7 - I-20 or I-25
- 8 - I-20
- 9 - I-25
- 10 - I-25
- 11 - I-25
- 12 - I-25
- 13 - I-20 or I-25 no top
- 14 - I-25
- 15 - I-25
- 16 - Impact
- 17 - I-20 or I-25 no top
- 18 - I-20? no top
- 19 - I-20
- 20 - I-25
- 21 - I-25
- 22 - I-25
- 23 - I-20
- 24 - PGP
- 25 - Impact
- 26 - I-20
- 27 - I-25? top missing
- 28 - I-25
- 29 - I-25?
- 30 - I-25
- 31 - I-20
- 32 - I-25
- 33 - I-25
- 34 - I-20
- 35 - PGP
- 36 - PGP
- 37 - I-20
- 38 - Impact
- 39 - Impact
- 40 - Impact
- 41 - I-20 or I-25?
- 42 - I-25



RAIN BIRD®

ESP-Me Controller



LNK Ready
Expandable up to
22 Stations

Compatible con LNK
Expandible hasta
22 estaciones

Change Use Patterns

- Allow Farmers Market, but designate parking
- Restrict vehicles from driving on grass
- Place signs “No Driving on Grass” in key locations and ask Police Department to enforce



CITY OF TRUTH OR CONSEQUENCES
CITY MANAGER'S OFFICE
505 SIMS STREET
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
PHONE: (575) 894-6673 EXT 320 FAX: (575) 894-0363

I.7

COMMISSION ACTION FORM

ITEM:

DISCUSSION/ACTION: MEMORANDUM OF AGREEMENT BETWEEN CITY OF TRUTH OR CONSEQUENCES, CITY OF ELEPHANT BUTTE, VILLAGE OF WILLIAMSBURG AND COUNTY OF SIERRA IN SUPPORT OF SUBMITTING A SINGLE CAPITAL OUTLAY REQUEST IN SUPPORT OF THE SIERRA VISTA HOSPITAL.

BACKGROUND:

During the Regular Meeting of August 8th, the City Commission approved the Infrastructure Capital Improvement Plan for FY 2020-2024. The number one priority project for 2019 was deemed to be the Sierra Vista Hospital construction project and for legislative appropriation during the 2019 NM Legislative Session.

The Memorandum of Understanding (MOU) memorializes the county wide effort among the governmental entities to submit a single capital outlay request in support of Sierra Vista Hospital, and designate that the County of Sierra shall be the fiscal agent for any such appropriation should such fiscal agency be determined to be required.

SUPPORT INFORMATION:

- MOU.

Name of Drafter: Juan A. Fuentes	Department: City Manager's Office	Meeting: 8/22/18
E-mail: jafuentes@lorcnm.org	Phone: 575-894-6673 Ext. 320	

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF TRUTH OR CONSEQUENCES, CITY OF ELEPHANT BUTTE,
VILLAGE OF WILLIAMSBURG AND COUNTY OF SIERRA
IN SUPPORT OF SUBMITTING A SINGLE CAPITAL OUTLAY REQUEST IN
SUPPORT OF THE SIERRA VISTA HOSPITAL**

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into on the 22nd day of August, 2018, by and between the City of Truth or Consequences (“City”), the City of Elephant Butte (“Elephant Butte”), the Village of Williamsburg (“Williamsburg”), and the County of Sierra (“County”). Individually, the City, Elephant Butte, Williamsburg, and County may be referred to individually as a “Party” and collectively as the “Parties” under this MOA.

WHEREAS, the Parties are legal subdivisions of the State of New Mexico (“the State”) and are public agencies, all located within Sierra County; and

WHEREAS, pursuant to the provisions of Sections 3-44-1 and 4-48B-1 NMSA 1978, the above-referenced entities entered into a Joint Powers Agreement to operate and maintain Sierra Vista Hospital; and,

WHEREAS, Sierra Vista Hospital is a rural community-owned hospital, which is dedicated to providing a broad continuum of compassionate medical care services for Sierra County residents and visitors; and

WHEREAS, Sierra Vista Hospital is a 15-bed critical access hospital, is a member of the New Mexico Hospitals and Health Systems Association, and is the only hospital located within Sierra County, New Mexico;

WHEREAS, Sierra Vista Hospital has recently commenced a substantial renovation to improve the community’s access to medical care and medical services; and,

WHEREAS, each of the above-referenced entities recognizes how very critical the services offered by Sierra Vista Hospital are to the general health, safety and well-being of the community and its' visitors; and

WHEREAS, in recognition of that fact, each of the above-referenced entities seek to forego any additional or separate capital outlay requests, electing instead to submit a single capital outlay request in support of Sierra Vista Hospital; and,

WHEREAS, the County of Sierra has agreed to serve as fiscal agent for a capital outlay appropriation in support of Sierra Vista Hospital, should such a fiscal agent be determined to be required.

NOW THEREFORE, IT IS MUTUALLY AGREED AND COVENANTED AMONG THE PARTIES that, in lieu of submitting individual capital outlay requests, the above-listed entities, constituting all political subdivisions within the County of Sierra, do hereby commit to submitting a single capital outlay request in support of Sierra Vista Hospital, and do hereby designate that the County of Sierra shall be the fiscal agent for any such appropriation, should such fiscal agency be determined to be required.

**CITY OF TRUTH OR CONSEQUENCES
CITY COMMISSION**

Steve Green, Mayor

Sandra K. Whitehead, Mayor Pro Tem

Kathleen Clark, Commissioner

Rolf Hechler, Commissioner

Paul Baca, Commissioner

ATTEST BY:

RENEE CANTIN, CITY CLERK

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF TRUTH OR CONSEQUENCES, CITY OF ELEPHANT BUTTE,
VILLAGE OF WILLIAMSBURG AND COUNTY OF SIERRA
IN SUPPORT OF SUBMITTING A SINGLE CAPITAL OUTLAY REQUEST IN
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**CITY OF TRUTH OR CONSEQUENCES
CITY COMMISSION**

Steve Green, Mayor

Sandra K. Whitehead, Mayor Pro Tem

Kathleen Clark, Commissioner

Rolf Hechler, Commissioner

Paul Baca, Commissioner

ATTEST BY:

RENEE CANTIN, CITY CLERK