

Rolf Hechler
Mayor



Destiny Mitchell
Commissioner

Amanda Forrister
Mayor Pro-Tem

Ingo Hoepfner
Commissioner

Merry Jo Fahl
Commissioner

505 Sims St.
Truth or Consequences, New Mexico 87901
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Gary Whitehead
City Manager

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, NOVEMBER 19, 2025; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Proclamation naming November 29, 2025, as Small Business Saturday. Mayor Hechler

D. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Public hearing and final Adoption of Ordinance No. 772 G.O. Bond. Chris Muirhead, Modrall Sperling and Mark Valenzuela, Bosque Advisors, LLC

E. PUBLIC COMMENT (3 Minute Rule Applies)

F. REPORTS

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

G. CONSENT CALENDAR

1. City Commission Regular Minutes, October 8, 2025
2. City Commission Regular Minutes, October 22, 2025
3. Acknowledge Regular Public Arts Advisory Board Minutes, July 15, 2025
4. Acknowledge Regular Library Advisory Board Minutes, October 27, 2025
5. October 2025 Accounts Payable
6. Purchase report of items between \$20,000 and \$60,000

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 22 25/26 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
2. Discussion/Action: Resolution No. 23 25/26 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
3. Discussion/Action: Resolution 24 25/26 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to NMFA for an Effluent Reuse Water System PER (Preliminary Engineering Report). Assistant City Manager Alvarez
4. Discussion/Action: Resolution No. 25 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority. City Manager Whitehead
5. Discussion/Action: Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals. Tyler Knull, Code Enforcement Officer

I. NEW BUSINESS

1. Discussion/Action: Conditional Use Permit at 303 Jones Street for the Placement of Shipping Containers. Assistant City Manager Alvarez
2. Discussion/Action: Summary Plat Amendment/Summary Plat Procedure at 412 Main Street. Assistant City Manager Alvarez
3. Discussion/Action: Appointment of a City Representative to serve on the Sierra Vista Hospital Governing Board for a 2-year term. City Manager Whitehead
4. Discussion/Action: Appointment of a City Representative to serve on the Sierra Vista Hospital Governing Board for a 3-year term. City Manager Whitehead
5. Discussion/Action: Appointment of 2 Governing Body Board Members to serve on the Sierra Vista Hospital Joint Powers Commission (JPC). City Manager Whitehead
6. Discussion/Action: Masek Golf Cart Lease Agreement extension. OJ Hechler, Community Services Director
7. Discussion/Action: Wreaths Across America program. OJ Hechler, Community Services Director
8. Discussion/Action: Capital Development Program Fund Application and Authorization for City Manager to execute Grant Agreement. City Manager Whitehead and Assistant City Manager Alvarez
9. Discussion/Action: FY 26 State Grants-in-Aid to Public Libraries Grant Agreement. Assistant City Manager Alvarez
10. Discussion/Action: Airfield Maintenance & Consumables NMDOT Aviation Grant Agreement CN 1102370. Assistant City Manager Alvarez
11. Discussion/Action: NMDOT Transportation Alternatives Program (TAP) Grant Agreement. City Manager Whitehead and Assistant City Manager Alvarez
12. Discussion/Action: Aging & Long-Term Services Department Junior Bill Appropriation Agreement. Assistant City Manager Alvarez
13. Discussion/Action: Re-classifying IT Analyst position from non-exempt to exempt. City Manager Whitehead
14. Discussion/Action: Recommendation from the Golf Course/Recreation Advisory Board to appoint Ron Pacourek to serve as a member on their board. City Clerk Torres
15. Discussion/Action: Approval of Purchase Requisitions over \$60,000. Jocelyn Holguin, Chief Financial Officer
 - a. Loves Project: Build a 3-phase line on the West Side of the Interstate – Notice of Award (Allied Electric Inc.)

J. EXECUTIVE SESSION

1. Limited Personnel Matters (*City Manager*) Pursuant to 10-15-1(H.2).
2. Threatened & Pending Litigation (*Juan Carlos Delgado*) pursuant to 10-15-1(H.7).

K. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING DECEMBER 3, 2025 AT 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: C.1

SUBJECT: Proclamation naming November 29, 2025 as Small Business Saturday.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 12, 2025
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Mayor Rolf Hechler

Summary/Background:

Saturday, November 29, 2025 is Small Business Saturday – a day to celebrate and support small businesses and all they do for their communities. This year, we know that small businesses need our support now more than ever as they navigate economic challenges. Founded by American Express in 2010 and officially cosponsored by SBA since 2011, Small Business Saturday has become an important part of small businesses' busiest shopping season. Historically, the event has generated significant sales for small businesses, with over \$200 billion in consumer spending since its inception. We will be kicking off the 2025 holiday season by encouraging consumers to support our nation's nearly 32 million independent businesses this Small Business Saturday and all holiday season long.

Recommendation:

None. Presentation only

Attachments:

- Proclamation

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-2025



Proclamation



City of Truth or Consequences, New Mexico

Whereas, the City of Truth or Consequences, New Mexico celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, there are over 34 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States; and

Whereas, 68 cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

Whereas, since the beginning of Small Business Saturday in 2010, the total reported spending at U.S. small businesses on Small Business Saturday is over \$200 billion; and

Whereas, Truth or Consequences, New Mexico supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday;

Now, Therefore, I, Rolf Hechler, Mayor of Truth or Consequences, New Mexico do hereby proclaim, November 29, 2025 as:

Small Business Saturday

Rolf Hechler, Mayor



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: D.1

SUBJECT: Public Hearing/Discussion/Action – Final Adoption of Ordinance No. 772 G.O. Bond

DEPARTMENT: Community Development

DATE SUBMITTED: November 6, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead – Modrall Sperling/Mark Valenzuela Bosque Advisors, LLC

Summary/Background: The proposed Bond Ordinance authorizes the issuance of general obligation bonds in the par amount of \$790,000. The general obligation bonds were approved at an election on November 8, 2022 in the total amount of \$3,000,000. The City previously issued the first series of general obligation bonds related to the \$3,000,000 approved amount in 2023 & 2024 in the amount of \$790,000 each. The debt service is paid through the collection of ad valorem property taxes. The bond proceeds will be used for improvements to streets and water/wastewater system. Ordinance was approved for publication at the City Commission meeting on 9-24-2025

Recommendation:

Adopt Ordinance 772 and Authorize City Manager/Mayor to execute all applicable documents

Attachments:

- Bond Ordinance 772
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-19-25

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 19th day of November, 2025, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present:

Absent:

Thereupon, there was officially filed with the Mayor, each Commissioner and the City Clerk-Treasurer a copy of a proposed bond ordinance in final form.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 772

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF \$790,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE MANNER OF SALE, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS; APPROVING FORMS OF THE BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, at a general obligation bond election duly called and held for the City of Truth or Consequences, New Mexico, (the "City") on the 8th day of November, 2022, the electors of the City authorized the City Commission (the "Commission") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing general obligation bonds of the City to secure funds for the following purpose (the "Project") in the following amount:

<u>Purposes:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Laying off, opening, constructing, repairing, and otherwise improving municipal alleys, streets, public roads and bridges, or any combination thereof	\$1,000,000	\$540,000	\$270,000
Enlarging, improving or extending the City's water and wastewater system	\$2,000,000	\$1,040,000	\$520,000

WHEREAS, the Commission has determined and does hereby determine that it is necessary and in the best interest of the City and the inhabitants thereof that the \$790,000

general obligation bonds authorized at the election (the "Bonds") be issued at this time; and

WHEREAS, the Commission has determined and hereby does determine to enter into a Bond Purchase Agreement and sell the Bonds to the New Mexico Finance Authority ("Finance Authority"); and

WHEREAS, the Commission has determined and does hereby determine that the Bonds shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the net effective interest rate on the Bonds shall not be more than ten percent (10%) a year as set forth in the Sale Certificate; and

WHEREAS, pursuant to Sections 6-14-8 through 6-14-11 NMSA 1978, as amended (the "Supplemental Public Securities Act"), the Commission is authorized to adopt an ordinance delegating to one or more of its members, City officers, or City employees the authority to sign a contract for the purchase or sale of public securities or to accept a binding bid for public securities and to determine the sale for public securities to be issued so long as such sale is within the parameters established by an authorizing ordinance adopted in conformity with the Supplemental Public Securities Act; and

WHEREAS, in order to, among other things, allow the City flexibility in setting the pricing date of the Bonds and optimize interest rates for the City, the Commission desires to grant to the Mayor, Manager, Finance Director or any other employee of the City when designated by a certificate signed by the Mayor (collectively, the "Designated Officers"), the authority (a) to determine any or all of the following terms of the Bonds: (i) the interest and principal payment dates, (ii) the principal amounts, denominations, and maturity dates, (iii) the sale prices, (iv) the interest rates, (v) the interest payment periods, (vi) the redemption and tender provisions, (vii) the procurement of municipal bond insurance and any related covenants or agreements, (viii) the creation of any capitalized interest or debt service reserve funds, including the size and funding of such funds, and (ix) the amount of underwriting discount, if any; and (b) to make any changes with respect thereto from those terms which were before the Commission at the time of adoption of this Ordinance, provided such terms do not exceed the parameters set forth for such terms in this Ordinance; and

WHEREAS, the City will approve the specific terms of the sale of the Bonds in the Sale Certificate; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Bonds heretofore taken by the Commission and the officers of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF CITY TRUTH OR CONSEQUENCES, NEW MEXICO AS FOLLOWS:

Section 1. All actions heretofore taken by the Commission and the officers and employees of the City directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the amount of \$790,000 to the New Mexico Finance Authority pursuant to the Bond Purchase Agreement which is hereby approved. The Mayor is authorized to complete and modify the Bond Purchase Agreement consistent with this Ordinance.

Section 2.

A. This Bond Ordinance has been adopted by the affirmative vote of a majority of all members of the Commission. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City, by financing the capital projects described herein, it is hereby declared necessary that the City, pursuant to the Public Securities Act, Sections 6-14-1 through 6-14-12 NMSA 1978 and Sections 6-15-1 through 6-15-28, NMSA 1978, and acts amendatory and supplemental thereto (collectively, the "Act"), issue its negotiable, fully registered, general obligation bonds to be designated "City of Truth or Consequences, New Mexico General Obligation Bonds, Series 2025," in an aggregate principal amount not to exceed \$790,000 (the "Bonds") and the issuance, sale and delivery of the Bonds is hereby authorized. The Bonds shall be sold in a negotiated sale to the purchaser. The underwriter's discount on the Bonds shall not exceed 2% of the aggregate principal amount of the Bonds. The longest maturity of the Bonds shall not be later than 20 years from the date of issuance.

B. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); the Bonds shall bear interest from the Series Date to maturity at the rates per annum set forth in the Sale Certificate, but not to exceed ten percent (10%) per annum as required by Section 6-14-3, NMSA 1978, payable to the registered owner thereof, or registered assigns, commencing on the date established in the Sale Certificate, and semi-annually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding; and shall mature on August 1 of each year set forth in the Sale Certificate, provided, however, Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

C. The exact principal amount, authorized denominations, transfer restrictions, if any, pricing, redemption terms and maturity schedule for the Bonds shall be established in the Sale Certificate, subject to the parameters and conditions contained in this Bond Ordinance.

D. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

E. Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the

redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 3. The Bonds shall constitute the general obligation debt of the City, payable from general ad valorem taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 4. The Bonds shall bear the facsimile or manual signature of the Mayor and shall be attested by the facsimile or manual signature of the City Clerk-Treasurer and shall bear the facsimile or original seal of the City. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk-Treasurer may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and City Clerk-Treasurer, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the City as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

E. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

F. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

Section 6. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that said Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 8. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED

REGISTERED

NO. R-__

\$ _____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2025

Registered Owner: _____

Principal Amount: _____ DOLLARS

Interest Rate

Maturity Date

Series Date

_____% per annum _____ 1, _____, 2025

The City Commission (the "Commission") of the City of Truth or Consequences, New Mexico (the "City"), on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2026, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of \$5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$790,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City for the purposes of providing funds to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to Ordinance No. 772 of the Commission duly adopted on November 19, 2025, as supplemented by the Sale Certificate (collectively, the "Bond Ordinance").

The Bonds maturing on and after August 1, 2036 are callable on and after December __, 2035, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the

office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Commission has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the City Commission of the City of Truth or Consequences, New Mexico, constituting the governing board of the City, has caused the seal of the City to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Mayor and subscribed and attested with the facsimile or manual signature of the City Clerk-Treasurer, all as of the Series Date.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Mayor

[City Seal]

ATTEST:

By _____
City Clerk-Treasurer

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration: _____, 2025

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Finance Director, as Registrar/Paying Agent

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 9. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this Ordinance. The funds realized from the sale of the Bonds shall be applied solely to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 10. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Commission, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and City taxes are certified, levied and collected. The taxes, when

collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 11. The Mayor, City Manager, City Clerk-Treasurer and other officers of the City be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the deposit of the proceeds of the Bonds into an acquisition fund held by the Finance Authority for payment of the costs of the Project and the costs of issuance of the Bonds, the printing of the Bonds, accounting and verification fees, and the execution of such certificates as may be required by the Finance Authority relating to the signing of the Bonds, the tenure and identity of City officials, the receipt of the purchase price of the Bonds from the purchasers and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Pursuant to the Supplemental Public Securities Act, Sections 6-14-8 through 6-14-11, NMSA 1978, the Mayor and City Manager are each hereby delegated authority to select the purchaser, to execute the Sale Certificate and purchase agreement and to determine any or all of the final terms of the Bonds, subject to the parameters and conditions contained in this Bond Ordinance. The Mayor or the City Manager shall present the Sale Certificate to the Commission in a timely manner, before or after delivery of the Bonds, at a regularly scheduled public meeting of the Commission.

"Sale Certificate" means one or more certificates executed by the Mayor or the City Manager dated on or before the date of delivery of the Bonds, setting forth the following final terms of the Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the identity of the initial purchaser of the Bonds and the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; and (ix) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Bonds, all subject to the parameters and conditions contained in this Bond Ordinance.

Section 12. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue

Code of 1986, as amended (the "Code"). The Mayor, City Clerk-Treasurer, City Manager and any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and City Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 13. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for deposit in

the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 14. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Commission and the City hereby covenant to the purchasers and the holders of the Bonds from time to time that the City will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 15. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrevocable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided.

Section 16. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 17. The title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in an Ordinance (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on November 19, 2025. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL
OBLIGATION BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT
OF \$790,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON

ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE MANNER OF SALE, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS; APPROVING FORMS OF THE BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

The Ordinance directs and authorizes the issuance of the City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2025 in the aggregate principal amount of \$790,000; approves the sale of the bonds to the New Mexico Finance Authority pursuant to a bond purchase agreement; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

[End Form of Notice]

Section 18. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS 19th DAY OF NOVEMBER,
2025.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

Commissioner _____ then moved adoption of the foregoing ordinance, duly seconded by Commissioner _____. The motion to adopt said ordinance, as amended, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Absent:

_____ () Commissioner having voted in favor of said motion, the motion to suspend the rules was thereupon declared by the Mayor to have passed.

After consideration of the matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

Dated this 19th day of November, 2025.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 19th day of November, 2025, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present:

Absent:

Thereupon, there was officially filed with the Mayor, each Commissioner and the City Clerk-Treasurer a copy of a proposed bond ordinance in final form.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 772

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF \$790,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE MANNER OF SALE, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS; APPROVING FORMS OF THE BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, at a general obligation bond election duly called and held for the City of Truth or Consequences, New Mexico, (the "City") on the 8th day of November, 2022, the electors of the City authorized the City Commission (the "Commission") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing general obligation bonds of the City to secure funds for the following purpose (the "Project") in the following amount:

<u>Purposes:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Laying off, opening, constructing, repairing, and otherwise improving municipal alleys, streets, public roads and bridges, or any combination thereof	\$1,000,000	\$540,000	\$270,000
Enlarging, improving or extending the City's water and wastewater system	\$2,000,000	\$1,040,000	\$520,000

WHEREAS, the Commission has determined and does hereby determine that it is necessary and in the best interest of the City and the inhabitants thereof that the \$790,000

general obligation bonds authorized at the election (the "Bonds") be issued at this time; and

WHEREAS, the Commission has determined and hereby does determine to enter into a Bond Purchase Agreement and sell the Bonds to the New Mexico Finance Authority ("Finance Authority"); and

WHEREAS, the Commission has determined and does hereby determine that the Bonds shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the net effective interest rate on the Bonds shall not be more than ten percent (10%) a year as set forth in the Sale Certificate; and

WHEREAS, pursuant to Sections 6-14-8 through 6-14-11 NMSA 1978, as amended (the "Supplemental Public Securities Act"), the Commission is authorized to adopt an ordinance delegating to one or more of its members, City officers, or City employees the authority to sign a contract for the purchase or sale of public securities or to accept a binding bid for public securities and to determine the sale for public securities to be issued so long as such sale is within the parameters established by an authorizing ordinance adopted in conformity with the Supplemental Public Securities Act; and

WHEREAS, in order to, among other things, allow the City flexibility in setting the pricing date of the Bonds and optimize interest rates for the City, the Commission desires to grant to the Mayor, Manager, Finance Director or any other employee of the City when designated by a certificate signed by the Mayor (collectively, the "Designated Officers"), the authority (a) to determine any or all of the following terms of the Bonds: (i) the interest and principal payment dates, (ii) the principal amounts, denominations, and maturity dates, (iii) the sale prices, (iv) the interest rates, (v) the interest payment periods, (vi) the redemption and tender provisions, (vii) the procurement of municipal bond insurance and any related covenants or agreements, (viii) the creation of any capitalized interest or debt service reserve funds, including the size and funding of such funds, and (ix) the amount of underwriting discount, if any; and (b) to make any changes with respect thereto from those terms which were before the Commission at the time of adoption of this Ordinance, provided such terms do not exceed the parameters set forth for such terms in this Ordinance; and

WHEREAS, the City will approve the specific terms of the sale of the Bonds in the Sale Certificate; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Bonds heretofore taken by the Commission and the officers of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF CITY TRUTH OR CONSEQUENCES, NEW MEXICO AS FOLLOWS:

Section 1. All actions heretofore taken by the Commission and the officers and employees of the City directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the amount of \$790,000 to the New Mexico Finance Authority pursuant to the Bond Purchase Agreement which is hereby approved. The Mayor is authorized to complete and modify the Bond Purchase Agreement consistent with this Ordinance.

Section 2.

A. This Bond Ordinance has been adopted by the affirmative vote of a majority of all members of the Commission. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City, by financing the capital projects described herein, it is hereby declared necessary that the City, pursuant to the Public Securities Act, Sections 6-14-1 through 6-14-12 NMSA 1978 and Sections 6-15-1 through 6-15-28, NMSA 1978, and acts amendatory and supplemental thereto (collectively, the "Act"), issue its negotiable, fully registered, general obligation bonds to be designated "City of Truth or Consequences, New Mexico General Obligation Bonds, Series 2025," in an aggregate principal amount not to exceed \$790,000 (the "Bonds") and the issuance, sale and delivery of the Bonds is hereby authorized. The Bonds shall be sold in a negotiated sale to the purchaser. The underwriter's discount on the Bonds shall not exceed 2% of the aggregate principal amount of the Bonds. The longest maturity of the Bonds shall not be later than 20 years from the date of issuance.

B. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); the Bonds shall bear interest from the Series Date to maturity at the rates per annum set forth in the Sale Certificate, but not to exceed ten percent (10%) per annum as required by Section 6-14-3, NMSA 1978, payable to the registered owner thereof, or registered assigns, commencing on the date established in the Sale Certificate, and semi-annually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding; and shall mature on August 1 of each year set forth in the Sale Certificate, provided, however, Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

C. The exact principal amount, authorized denominations, transfer restrictions, if any, pricing, redemption terms and maturity schedule for the Bonds shall be established in the Sale Certificate, subject to the parameters and conditions contained in this Bond Ordinance.

D. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

E. Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the

redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 3. The Bonds shall constitute the general obligation debt of the City, payable from general ad valorem taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 4. The Bonds shall bear the facsimile or manual signature of the Mayor and shall be attested by the facsimile or manual signature of the City Clerk-Treasurer and shall bear the facsimile or original seal of the City. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk-Treasurer may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and City Clerk-Treasurer, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the City as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

E. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

F. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

Section 6. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that said Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 8. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED

REGISTERED

NO. R-__

\$ _____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2025

Registered Owner: _____

Principal Amount: _____ DOLLARS

Interest Rate

Maturity Date

Series Date

_____% per annum _____ 1, _____, 2025

The City Commission (the "Commission") of the City of Truth or Consequences, New Mexico (the "City"), on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2026, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of \$5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$790,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City for the purposes of providing funds to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to Ordinance No. 772 of the Commission duly adopted on November 19, 2025, as supplemented by the Sale Certificate (collectively, the "Bond Ordinance").

The Bonds maturing on and after August 1, 2036 are callable on and after December __, 2035, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the

office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Commission has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the City Commission of the City of Truth or Consequences, New Mexico, constituting the governing board of the City, has caused the seal of the City to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Mayor and subscribed and attested with the facsimile or manual signature of the City Clerk-Treasurer, all as of the Series Date.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Mayor

[City Seal]

ATTEST:

By _____
City Clerk-Treasurer

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration: _____, 2025

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Finance Director, as Registrar/Paying Agent

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 9. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this Ordinance. The funds realized from the sale of the Bonds shall be applied solely to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 10. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Commission, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and City taxes are certified, levied and collected. The taxes, when

collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 11. The Mayor, City Manager, City Clerk-Treasurer and other officers of the City be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the deposit of the proceeds of the Bonds into an acquisition fund held by the Finance Authority for payment of the costs of the Project and the costs of issuance of the Bonds, the printing of the Bonds, accounting and verification fees, and the execution of such certificates as may be required by the Finance Authority relating to the signing of the Bonds, the tenure and identity of City officials, the receipt of the purchase price of the Bonds from the purchasers and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Pursuant to the Supplemental Public Securities Act, Sections 6-14-8 through 6-14-11, NMSA 1978, the Mayor and City Manager are each hereby delegated authority to select the purchaser, to execute the Sale Certificate and purchase agreement and to determine any or all of the final terms of the Bonds, subject to the parameters and conditions contained in this Bond Ordinance. The Mayor or the City Manager shall present the Sale Certificate to the Commission in a timely manner, before or after delivery of the Bonds, at a regularly scheduled public meeting of the Commission.

"Sale Certificate" means one or more certificates executed by the Mayor or the City Manager dated on or before the date of delivery of the Bonds, setting forth the following final terms of the Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the identity of the initial purchaser of the Bonds and the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; and (ix) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Bonds, all subject to the parameters and conditions contained in this Bond Ordinance.

Section 12. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue

Code of 1986, as amended (the "Code"). The Mayor, City Clerk-Treasurer, City Manager and any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and City Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 13. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for deposit in

the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 14. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Commission and the City hereby covenant to the purchasers and the holders of the Bonds from time to time that the City will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 15. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrevocable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided.

Section 16. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 17. The title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in an Ordinance (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on November 19, 2025. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL
OBLIGATION BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT
OF \$790,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON

ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE MANNER OF SALE, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS; APPROVING FORMS OF THE BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

The Ordinance directs and authorizes the issuance of the City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2025 in the aggregate principal amount of \$790,000; approves the sale of the bonds to the New Mexico Finance Authority pursuant to a bond purchase agreement; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

[End Form of Notice]

Section 18. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS 19th DAY OF NOVEMBER,
2025.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

Commissioner _____ then moved adoption of the foregoing ordinance, duly seconded by Commissioner _____. The motion to adopt said ordinance, as amended, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Absent:

_____ () Commissioner having voted in favor of said motion, the motion to suspend the rules was thereupon declared by the Mayor to have passed.

After consideration of the matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

Dated this 19th day of November, 2025.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: G.1

SUBJECT: City Commission Regular Minutes, October 8, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 13, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 8, 2025

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PRESENTATION

1. Epilepsy Awareness Proclamation.

Mayor Hechler presented the Epilepsy Awareness Proclamation.

2. Proclaiming October 2025 to be Domestic Violence Awareness Month.

Mayor Hechler presented the October 2025 Domestic Violence Awareness Month Proclamation to the Domestic Abuse Intervention Center.

3. Water & Wastewater Cost of Service & Rate design study Presentation.

City Manager Whitehead: Our first presentation we are seeing today has been in the works for a couple of years, if I'm being fair. Obviously, dealing with all the water problems and the situations we've had, the Commission has set forth a process to take a look at our water rates to make sure they are consistent with other users, other systems, to ultimately find a way to make sure that we could cover the debt. As I've talked to you over the last six months, organizing the pot of money that you've accumulated over the last few years, it comes with a high debt. We're at about a 25% debt to grant ratio right now. This study will take a look at how we can potentially make sure that we can keep up with that debt load through the rates. Obviously, we need to be charging the rates that allow us to pay our debts, otherwise it's going to have to come from the general fund. To make sure that the process can be fair and transparent to the citizens, I know they've taken on some rates, you guys have done some increases in the past to try to solve some concerns. I have been in on the tail end, so I kind of added some time, I pushed our team a little bit hard on some items to make sure that we got to the right report, so you're going to have some good information here today. With that, I'd like to invite the team, Dave and Cari, up. I'll let them introduce themselves a little further, and then we will go over the report, and we'll have some questions. What I would also say, today this item is on the agenda for action. The action is, again, just like with the electrical study, to accept the report. This is the final step within their contract. Accepting the report allows us to finish the contractual side with our consultants, pay that contract out, and then we would like to move into the same process where we set up some public hearings in the evening, kind of let the public see what this study is, and give you guys time to digest it, before we actually make a move to implement it. What we ask the consultants to do is really look at it from an implementation standpoint of, during our next budget cycle. So, we have time to review it, time to look at it. If we are going to move to this, we would do this in our budget process where we would say, "Starting July first, these would be the new rates and the new structure going forward."

Dave Yanke and Cari Anderson, NewGen Strategies & Solutions, gave a brief presentation to the Commission regarding the Water & Wastewater Cost of Service & Rate design study. (Complete copy of presentation attached hereto and made a part hereof).

Mayor Pro-Tem Forrister: I was just looking at this bill (Slide 25 of the attached presentation), so that's a volume on six-thousand gallons, what is an average customer? Is that an average customer?

Dave Yanke, NewGen Strategies & Solutions: Yeah, we're using six thousand for a couple reasons, and thank you for the question. We're using six thousand gallons for two reasons: Number one is, there was a state survey put out within the state that was done with six thousand, so we wanted to keep it apples to apples, so you can compare and see how we are versus some of these other folks. That's one of the reasons we're using that. Typically, the average bill for a residential customer on the water side, for our clients we typically see anywhere from about five or six thousand to about eight or nine thousand, so your average water bill is usually inside that six-, seven-, or eight-thousand-gallon range. Wastewater is typically around forty-five to fifty-five hundred, so it's close.

Mayor Pro-Tem Forrister: Okay, I just wanted to make sure that when we're looking at these bills, and the comparison, that that's what the majority of our customers are using.

Dave Yanke, NewGen Strategies & Solutions: yeah, if you're looking at six thousand, that's going to be right in the sweet spot for your customers.

Dave Yanke, NewGen Strategies & Solutions continued the presentation to the Commission regarding the Water & Wastewater Cost of Service & Rate design study (Complete copy of presentation attached hereto and made a part hereof).

Commissioner Fahl: So, based on this, you're projecting out to FY29 and these rate increases, what are your recommendations, so we get to that point? We're at the high end, that 25%, say, for wastewater, then are you recommending that we stay that, like forever?

Dave Yanke, NewGen Strategies & Solutions: Once the rates go up like that, you revisit where you are, and we have a lot of our clients that do this on a five-year forecast period. I've been doing this a long time, I've had like three clients do rate decreases, and then they had to turn around and raise them back up. So, your rates will not go down because, one of the things is, you've got that debt service tied, and that's going out for an extended period of time, and then the bottom line is your system continues to age while you're fixing one piece, something else is getting old and breaking. I'm not an engineer, I don't know how many lift stations you have on the wastewater side, but those are significant when you start having to do replacements and major upgrades on those. What I would say to you is that you should, hopefully at that point then you're just going along with inflation, but that's where you have to see where you're coming in.

City Manager Whitehead: If I could answer a question on that, on the wastewater side, I presented a scenario that said we are going to need to upgrade. I've talked to you for a long time about doing some repairs on our system that would get us five to seven years, the vision that I gave them is, tell me how I can get enough revenue to get a loan for five

million dollars so that we can, in three to five years, start planning to renovate the wastewater treatment plant. That's what the 25% scenario says, in order to have enough revenue to borrow five million more dollars to renovate it, you're going to need to do this. Now, I won't steal the mayor's thunder, he will talk about water trusts, so we're trying to do a good job to find these revenues in the grant space. If we can find and generate these revenues over the next three years, then we could hypothetically come back and say, "We've found four million, we need one million, we can borrow it differently, and the rate could go to 15%." And that's what we talked about, so we know on the wastewater side, add it as we go, to see what we need for debt service. Now on the water side, with the increase, we put in the current debt of all the project we have, it's about \$400,000 a year that we have in debt service, and it's not going away, most of those loans are forty-year loans, so it's not proper for us to say, "Let's do this increase for five years and see where we're at." We owe the money, we've borrowed it, and we have to pay for it. Just a couple of numbers, it's more than just a rate study, you guys have raised a pot of money, we're at 25%/75% grant to loan, right now we've received \$43 million in grant money, that's a value of about \$7,000 per resident that you guys have brought in, I'm not going to take the credit, it was here when I got here. Those are significant dollars that we're not having to charge to fix this system, so keep that in mind. For water, it's not really going to change, we've got to find that balance and we've got to pay that debt. For wastewater, we have some room to work.

City Attorney Rubin: I guess my assumption would be, if we go forward, the city would need to amend our ordinances, I suppose.

City Manager Whitehead: I don't think that we looked into the semantics right there. Whatever the rate process is that would allow us during budget, whatever that process is, we would have to come forward with that to say, "These would be the new rates for water and wastewater." And we would take those, again back to the scenario I just gave, we would say, "Maybe this next year because we don't need to borrow, stay at 15% on the wastewater side." Or whatever the path leads us to.

City Attorney Rubin: I guess I'm thinking ahead, after we get to what you're talking about, we still have to come back and do some work here, I'm thinking.

Dave Yanke, NewGen Strategies & Solutions: If I can help answer that, so we have clients, a lot of the times what they'll do is, yeah, depending on where your rates are listed, whether it's in a resolution, ordinance, what have you, what I would envision you doing is, assuming you move forward, what I would recommend is you look at fiscal year 2027, and you're looking at the scenario two for the water rate increase, which is the 6% and 8% increases, I would definitely, 100% you've got to do that 25% on wastewater to start generating those monies, so I would recommend those rate increases for FY27, and then you look at the study again. This is why we provide a report, so Gary and Traci can pull the report out and say, "Well what did New Gen say?" Oh, fiscal year 28, this is what we're supposed to do." And it's in 2029, where again, on the wastewater side, that's where you want to see where things are coming in, like Gary said, if some of these things are moving, let's see where the dollars are coming in from

a revenue standpoint and a cost standpoint, but I will tell you, the first rate increase is always the hardest, but you've got to get that one for FY27, absolutely. Did that help answer your question?

City Attorney Rubin: Yes, I understand. I guess I was only thinking of how we implement something like this. Maybe I'm mistaken, I think we have all sorts of ordinances that set forth what the rates are. I would think we'd have to go back and revise.

Mayor Hechler: Well, we can adjust our rates if we get to that.

City Attorney Rubin: Okay, I'm just building the time frame.

Dave Yanke, NewGen Strategies & Solutions: It's a pretty straightforward process.

City Manager Whitehead: A couple of key points before I let you go, and then you can ask your questions. We talked a little bit about reserves, you might be saying, "Do we have reserves?" both water and wastewater are carrying just around \$1 million each, you've been able to accumulate dollars based on savings in personnel. These are all budget numbers, and they're not actual numbers. So, the savings that you have, and the money you're keeping in reserves have come through that process, but we do have about \$1 million each in each one of those. The last thing for the public, and for you, Traci did a really good job putting the information in about the other systems, so you can see that report that Dave spoke of that's part of the system where you can go see all the systems that look at 6,000 gallons, we can compare, and I'll just put on the table, we are in the bottom 25% of rates across 116 systems in New Mexico. We're in the bottom 25%, there are 116 systems that are higher than us. The average water rate is about \$50 across our systems. I don't know if the mayor will speak about it, but we were able to sit and listen to a water utility that was asking for money to drill new wells because their average bill was about \$275 a month. Because their wells don't produce, they have to pump, they have to bring water in, and they're paying off that system, like \$275 per month, and it was pretty sad to hear of the conditions that they're in when they're trying to ask for money. So, we're not close to that, we have a reasonable plan, we'll find the right structure.

Commissioner Fahl: I was just going to make a comment from a business sense, when you're laying it out like that, oh my gosh, well we really need to plan ahead. But for our constituents, and even for ourselves, looking at that large of an increase, we're all going to have a heart attack. So, I'm hoping, if we move forward on this, we really need to do an outstanding job on getting our community aware of the need, not like we're trying to rip them off, but we have to pay for these things.

Mayor Pro-Tem Forrister: And the wastewater, that's for 6,000. What about our small businesses that are using more? You know, that's going to hit really hard.

Commissioner Fahl: It's going to be big.

CITY COMMISSION OCTOBER 8, 2025 REGULAR MEETING MINUTES

Mayor Pro-Tem Forrister: Yes, we see what needs to be done, and we don't want to end up where our infrastructure is not getting what it needs because we have pushed off rate increases. So, we understand that it's just a hard pill to swallow.

Commissioner Fahl: It's going to be hard.

Commissioner Mitchell: I think, with the community reaching out to us about our broken water leaks and infrastructure and disrepair, you know, this is something that is determined to fix it. And they need to be aware that if we're going to fix all of this, we're going to have to have the money to do it, and some of it is on them.

Commissioner Fahl: It's going to be hard. We're going to have to work really hard to sell this. I think just showing the numbers, like, "Here's the cost." and you know, we can't just wave a wand and say, "Okay, well we've got the money." But that's going to be a hard sell.

City Attorney Rubin: That's why I brought up the issue about the ordinances, if we have to go that way, of course it could be public hearings, etc.

Commissioner Fahl: Well, I think way before that.

City Attorney Rubin: Yeah, I get it.

Commissioner Fahl: Because you had said, Gary, didn't you say that we're going to do a lot of workshops and stuff about this?

City Manager Whitehead: Absolutely, yeah, we would try to keep that process going where we bring the public in, put it on the table, so that you guys can make the best decision.

Commissioner Fahl: Show them the numbers, I mean, just look at the black and white numbers.

Mayor Hechler: When I look at this, the way I think about it is that these are the numbers that are going to be, I won't call it status quo, but if we don't do anything, if we're not aggressive. We have to be aggressive going out and finding money, we have to be aggressive in trying to retire our debt, we have to be aggressive in figuring out how we're going to fund that sewer plant, and we're doing that, and we will continue to do that. There are a couple of things that probably aren't factored into the system, for instance aren't we in the middle of a meter replacement scenario? I don't know how that's going to affect our final bills, in many cases, I don't think the bills are going to go down, I think because the efficiency of the meters, some people's bills are going to go up, and that's going to have a negligible effect, but it's going to have an effect.

Dave Yanke, NewGen Strategies & Solutions: Yep. Typically, when you do a meter change out program, when meters are old, they under report. Rarely do they over report. So, you're going to start paying for some of that water you weren't.

Mayor Hechler: So that'll have somewhat of an impact. Another impact I'm looking at is, we're just going through the process of replacing 35,000 linear feet of water lines in the Veater street area, that'll happen over the next couple of years, I know that's on the city's side, but we have to pump the water that we're losing now, so that should also have an effect on the final bill that we incur, is that correct?

Dave Yanke, NewGen Strategies & Solutions: It should, I don't know.

Mayor Hechler: We lose about 20% to 40% of our water through leakage.

Dave Yanke, NewGen Strategies & Solutions: Yeah, and that's a high number, so it should reduce your loss and unaccounted for water if that's a problem area for line breaks, that should definitely help there.

Mayor Hechler: That'll help a little bit. You know, we're starting to chip away at it a little bit. The next thing I think I'd like to propose is that when we have an opportunity at the end of this month to talk to our legislative finance committee, and we've got our five projects that we're going to talk about, but one of the things we should talk about in general in the small communities in this state that are having to deal with these infrastructure problems and when we have success, we're very successful in getting water support from the state, and we've had \$43 million come to our state, but each component comes with a grant opportunity, but it also comes with a loan or a match. It gets to the point where we're looking at, well we can't afford to ask for another grant because we don't know if we can afford the match component or the loan component because we're getting leveraged out. So, I think it behooves every one of us to talk to our legislators and say, "Let's do something for relief for our small communities." Instead of, "Let's work on some debt relief and retiring some of this debt for our small communities so we can ask for things." So that we can move forward, and that would have a huge impact on us too, and I think we'll try to do that, and we'll put something together, I think it's the end of this month we meet with the LFC, so we'll try to do that. Those are a couple of scenarios I think we can work on to try to mitigate some of those issues.

Mayor Pro-Tem Forrister: And we have been going up in our rates. In 2023, I think we went up 9% and then 3% after, and then for wastewater it was 5% or something.

Mayor Hechler: Yeah, we have. We were thinking at the time, though, that's going to keep us up, and that's why we went up in those rates, but we know that's not true. What we've also painted was the worst-case scenario. That scenario would be that we have to borrow \$5 million to upgrade our sewer plant. If we can mitigate that with funding from other sources, we don't have to borrow \$5 million, and we'll work diligently to try to do that. I think I'll save that for my report, when it's time for commission reports, I'll talk a

little bit about what efforts we are making in that regard. This paints a picture, it's an eye-opener, it should be an eye-opener for everybody, but we have to assure our public that we're going to do whatever we can to keep the rates down as much as possible, we have to be able to function as a business, so we have to move forward, we may have to make some adjustments, but we're going to do everything we can to keep those adjustments minimal, and we'll look at it very closely to ensure that we're not saving too much money, I want to try to break even as much as we can. I know we have to have some reserves, and we will work on that, but we need to save as many dollars as we can for our public to make this as efficient as possible.

Commissioner Fahl: Well said.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Ron Pacourek addressed the Commission with comments related to:

- I was listening to the NewGen presentation, and one of the things that really bothers me is we compare our city to all the other 115 or 122 communities in New Mexico. We are not them. We are different. If you compare things, our gross receipts tax is in the top three among those communities. Sierra County is in the top three poorest counties, so there is no consideration for the people in this presentation. It was all about money, money.
- The other thing is, I've found, when I was looking at it, when I pulled it up on the website, that there is a difference in the water rates that they used and what I got yesterday from the rate sheet from the utility office. There was a discrepancy there.
- On wastewater, they talk about a "15% increase minimum bill and volumetrics" where or how are they measuring the volumetrics? There are no sewer meters, there are water meters, but there are no sewer meters. There was no mention of December, January, February, and March. That's how we used to calculate the sewer rate, because that's when people were not watering their lawns or their flowerbeds or whatever. So, December, January, February, and March, those four months, you take those four months, throw out the highest one, and the three months are average, and that's how you calculate your sewer bill. I know you all know that, but that was never mentioned or brought into this presentation.
- There are no sunset laws in any of the utility ordinances, not one. Not a sunset clause on any of them, and when I looked on the website, I didn't see that this presentation was brought before the Public Utility Advisory Board during this year. Nine meetings that they had or are supposed to have. I would have thought that the PUAB would be involved with this. Anyway, thanks for letting me come and voice my opinion.

Deborah Clemente addressed the Commission with comments related to:

- This has nothing to do with the water or anything that's going on, it's more personal. I live at 37 N Canyon Rd in the canyon just off of I-25 in mud canyon. My husband and I have been there since 1996. What's happening is that since then, since we've moved here 30 years ago, there's been a lot more traffic on the road, the highway. The tractor trailers are engine breaking constantly.

Constantly, they're waking us up out of our sleep, out of my dreams, it's terrible. I called up Andrew Guerro from the state road department to see if he could get a sign, that would say, "Engine breaking prohibited" and maybe show a tractor trailer going. Because right there where I am, I'm at mile marker 76, and the road bends just a little bit right after that, and it declines, it's a little bit of a decline down. The trucks don't know that that's coming, and they quickly use their engines to break. What happened one time on Christmas eve of 2020, one of the tractor trailers couldn't stop and went right over the guard rail and right down my property. They had to use a crane to get them out. So, I was just here to ask if you can make an ordinance, because that's what Andrew said has to be in place, there has to be an ordinance before he can make a sign like that, there has to be an ordinance for engine breaking prohibited, if that's true. So, I was wondering if you guys could write up an ordinance and make the sign for the highway, because it's really for safety, too, because these trucks are coming down way too fast, right over that bridge. It's a racket, it really is, it's so loud, it's unbelievable at night, and during Christmas it gets even worse because of all the traffic and the trucks running down the road.

- One other thing, right there on the state easement, somebody threw a mattress out of their truck or car, and it's right there on the embankment, so I was wondering, I don't know who to call for that.

Becca Eza, MainStreet Truth or Consequences addressed the Commission with comments related to:

- I'm here with some quick updates, last month I was here asking you all to vote for our Levitt music grant proposal, thank you for your support, we had really great community support, and we ended up in the top 50 of over 100 people, or communities in the public voting round, which put us in the final finalist round, they're assessing all of the applications one last time and we'll find out in November if we get the grant, which would be three years of free outdoor concerts in Ralph Edwards Park. In the meantime, we've been practicing putting on concerts by doing these little miniseries downtown, we had a concert in August and one in September, called Dancing in the Streetlight, and we had good turnout for both of them, good feedback from the community on how those went. We did that in partnership with the city, hopefully next year we can continue that as maybe a little bit longer of a concert series.
- I want to invite you all to our next MainStreet business breakfast, that will be November 10th at 8am at Jones Street Secondhand. We do these quarterly and have them in a different business downtown each time. We invite any Sierra County business owners and community leaders, and it's basically just a socialization networking time, and then everyone has a chance to give updates and announcements about their business. So, if you're available that morning, please join us.
- Right after that, November 10th, we can walk a block down to Foch Street and see the construction that's supposed to begin that day, hopefully. I don't want to jinx anything, knock on wood, but we're really excited for that project to take shape. MainStreet T or C is working with New Mexico MainStreet on developing

some resources for the businesses that are affected, and for the community in general to help explain the project a little bit more, timeline, funding sources, and all of that.

- We awarded grants for our curb appeal microgrant program to nine businesses downtown that are each doing a small project that somehow improves the exterior appearance of their building, everything from a very tiny grant to just repaint some peeling paint, to a really cool mural that will be going up at a business. So, keep your eyes open in the next couple of months, those grants are starting to take place, and they should be finished by the end of November.
- Finally, I emailed you all yesterday the updated MainStreet at a glance. In that email, I included a link to a survey, if you could please, please, take 10 minutes, this is part of our annual accreditation process for MainStreet America and New Mexico MainStreet, they ask us to have feedback from our community partners, so if you could take a few minutes and fill that survey out for us to give us feedback on how we're doing, we would appreciate it. Thank you.

June Russett addressed the Commission with comments related to:

- I live here in T or C, and I am with Tree New Mexico as a Regional Planting Coordinator. We've supplied 250 free trees to Sierra County's tree canopy, I'm really happy to say that. Half of which were planted by our incredible citizen volunteer workforce.
- I would like to let the public and the local government know of our upcoming events: This Saturday, October 11th, we have a mini-planting event at the Veteran's Memorial Park, we are replacing 6 trees that have died along the Healing Waters Trail. That event starts at 10am and it's open to the public, we would like to have as many people come out as possible. Not only that event, but on November 15th, we will be planting 75 trees in the neighborhood just North of Ralph Edwards Park, East of Date, which Commissioner Mitchell and her GSAPP students have graciously agreed to cater again. With those 75 trees, we will also be having a tree care class and a giveaway, not on the same date. Formerly, we've had 2 large events, and the giveaway events were on the same day as the planting day, but the giveaway event will be on November 23rd. We will be giving away 80 trees, so planting 75, giving away another 80. On December 6th, we will have another planting event where we will plant another 75 trees in the neighborhood just East of Gold. On December 14th, we are having another tree care class and 80 tree giveaway event. We will be moving to the Williamsburg area next Spring, as that was the next most densely requested area. So, that's a lot of trees being added to our canopy, so we need that citizen volunteer work force to come out and assist us in those plantings. I have all of that information on our website at bit.ly/treeorc.
- On the waterfront, we are getting a lot of people declining our free trees based off of their concerns of their water bills, so I would love to see some conservation promotion for rainwater harvesting and graywater usage, and I cannot think of a better use for those two tools than trees. We are providing free trees, and I would love to see more of that. Thank you so much.

Ariel Dougherty addressed the Commission with comments related to: (Comments attached hereto and made a part hereof).

- Wyoming has 275 registered voters, giving them a representative and two senators who vote in congress. The District of Columbia, with almost twice as many registered voters, has no voting representation in congress. Republicans in the house put forth two laws governing solely the district, prior to their September 19th recess. One is to charge 14-year-olds committing crimes as adults. More draconian laws are planned for the district when the house goes back into session. Reconvening, postponed twice, is now scheduled for October 13th. It is really the Epstein shutdown.
- The president on October 3rd headed his truth social posting, "The party of hate, evil, and Satan." It is his long drumbeat demonizing democrats for "hateful political speech". There are almost 7 million more registered democrats across the United States than republicans.
- Last month, the supreme court sanctioned racial profiling, going against decades of work to stop such blatant discrimination. Almost 49% of New Mexico's population is Hispanic.
- Waving the flag and the 2nd amendment, many have fought against gun control – even though our children's school experiences are now seeped with gun violence drills. Are these people standing up as vehemently for the 1st amendment?
- You who swear an oath of office to the constitution, have you read it recently? Try the 4th amendment. It starts, "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures..." and it goes on, "...to guarantee warrants."
- I have sought permission to make a formal presentation before this commission. It is your right to refuse. I do, however, question the mayor's stated reason – that he is "in disagreement" with the resolution. As an elected leader, I would want community engagement, not the squelching of discussion due to personal opinions. Some tens of thousands of local elections are taking place this November, including here. Many of those who foster community dialogue and live up to their constitutional obligations be the winners. Thank you.

E. REPORTS:

City Manager Reports.

City Manager Whitehead reported the following:

- It would be unwarranted of me not to talk about the water leak situation in our city. We have experienced a tick up since the beginning of July. An interesting phenomenon that we are finding is that a lot of our leaks we are finding are the service lines. They are not the main lines, again we are working on that, we've not made any changes, but we are finding most of the leaks are the lines that lead from the trunk to the meter. They're small leaks, and we assess them, we put them on a list. We've met this week with our staff, we're re-evaluating our process to make sure we're dealing with them first in, first out. It would appear that we have been bouncing around a little bit; we get, "Hey I got a call and

they've called 4 or 5 times, so we're going here." And then another one pops up, so I've asked the staff to be diligent to find a way to deal with them in chronological order, let's stay with it. And then of course if we find one that is significant, that they are attacking those, if you will.

- We are excited to be upgrading the Daupler system. I've been fortunate, because I've had a few calls to fix some problems, so I've used Daupler so that I can get in and see what's happening. We seem to have a condition to were, for some reason they're not providing us the information to contact back. So, we're going to change that, we've put that in place. I did make a call on Saturday, the person asked for my information, didn't ask if I wanted a call back, said, "Someone will be calling you back." And I liked that, I did get a call back from the staff at the end of the day that indicated they had gone to the site, they had taken care of it, and they did that. We're going to try to do a better job to make sure that we get it, either we can text, call, or email the person that called in the leak, so that we can do a better job communicating on that particular system.
- If you look over the next three months, starting today, we will not have department heads report to you. We had to go up to the water trust board the first week on Wednesday, so I had to move the department head meeting. What we've done for this quarter is, I'm going to continue to meet with the department heads, but we won't be having them come and report to you, that will start back in the first quarter of next year. We kind of feel like we're a little up to speed, but we're going to take that off the agenda for the next three meetings.
- We will be attending the infrastructure conference on November 7th. We just came back from a very good municipal league meeting. It was very productive for us. Very humbling for us to be in the town of Ruidoso, obviously, finding out that it was there was really a draw to help with some revenue for that community. But to be there and see their city manager and their staff, the work that they've had to do, and the challenges that they face, they make things make sense. We were there and we had 2 flash flood warnings that day with them, so we had to stay, and then actually one happened, and you could see the devastation. It didn't hurt a lot, it just went through the runs, and there was more debris, the crew was out, and they got the roads opened back up within a few hours, so I mean, we all have problems, that's what I came back with is recognizing that we have challenges here, but everybody does and sometimes they're really more than what we're facing. So, kudos to those folks and staff in Ruidoso.
- You approved us putting in a payroll process. This is the first week that the staff should be seeing their paychecks increase. Clearly, we expect that we might have some challenges, we haven't seen that. Alona has just worked diligently to make sure that this is put in, and the finance staff work hand-in-hand to make sure that it's in. So, congratulations to you, and the staff thanks you for that process.
- To finish up, the street department has really made a big effort to try to get these potholes fixed, we've patched a lot of water cuts, they've been diligent, they're cleaning up banks, they've just been working as hard as they possibly can. We're getting ready to start some new repairs, so they're going to be busy.

- Across the system, I just can't thank the department heads enough, they're all working hard, trying to stay ahead, it's just a bunch of things.
- I will close by saying that we are continuing to find a way to try to get a street sweeper. We thought we had one rented. We tried to put in a process where we could rent one, and we were going to try it for July and August to see, but the rental company just couldn't get us one. They wanted us to rent it for 6 months rather than 2 months. I received some quotes yesterday on a potential lease, and Jocelyn has taken the lead to try and help find different ways that we might be able to buy or come up with a different process. The streets just aren't where they need to be, I get it, and we will continue to try to find a solution for that.

City Commission Reports.

Commissioner Fahl reported the following:

- I just wanted to report on the Sierra County Recreation and Tourism Advisory Board that I represent you on, we had a meeting just yesterday. I wanted to mention a couple of the highlights.
- I don't know how often you guys go, so we help fund them, the \$12,000 that we give them, that helps to put that website on, the sierracounty.info website. Anyway, Ruanna is our webmaster and gives a very detailed report. The report even talks about where they think people came to look at our site from, what different parts of the site they want to look at, it's very detailed. Our group only meets once a quarter, so for the quarter they had 90,000 visitors to the page, so that's a substantial amount of people that look at those. Did any of you go to the Spaceport open house? I didn't get to go because of the issues in our home, but I'll say one thing that I thought was rather funny. Kim and Gina went and there were a lot of people there, you were supposed to get tickets, they didn't check you to see if you had tickets, and they had everybody park in that dirt parking lot there.

Mayor Hechler: Did they shuttle them in?

Commissioner Fahl: No, you had to walk. And it was hard for handicapped people to get through. Whoever was parking them didn't do a very good job. I don't know if you guys have been out to Engle very much, but it gets really bad out there when it rains. They said that they had a huge turnout at Spaceport, and they had lots of vendors. They said there were a lot of sciency type of people there. So that should be good, right, because that's what you're looking for, but unfortunately, there was nothing there that really told people what is going on at the Spaceport. It would have been nice, and I don't know if you have contacts, Rolf, or you, Gary, but they were hoping that if they do this again next year, because they haven't done it for a while, that maybe they have, because the tenant center there, maybe they should have a booth and talk about what they do because if you went there to learn about the Spaceport, that's not what you got to learn up there, so that was too bad. The Spaceport tours that come from our visitor's center, they haven't been going on for a long time because there was some discrepancy between the guy that takes people on the tours, and how they get tickets, and that was

just a fiasco, but now you can get tickets online, so for the first time in a long time, they got to do some tours. They used to do 2 tours a month from the visitor's center, and they were full, but for the last 6-8 months, they really haven't been on the way you would hope, because [Commissioner Mitchell] volunteers down there, almost non-existent. But they're finally going to start booking them online, so they think that will be a good thing and should increase that, get people out there.

- The trail system and the grant that we're getting for Jornada, we're finalizing the verbiage for signs, so we meet next week, and we should have that finalized, and then we're going to get them over to Mo so he can do the graphics and get them submitted. So, we're moving forward on that.
- I just wanted to give a brief little update on our helicopter from my Veteran's Museum hat that I'm wearing, and the city. Gary, Maggie, and I met a few days ago, we talked about how we're going to move forward with getting it installed. The platform estimates are a lot higher than any of us had thought they would be. So now we're going to have to be ingenious about how to find ways to get it moving. It's still sitting out there, but we had hoped we could have it installed by Veteran's Day and all of the celebrations, and we're not going to be able to.

Commissioner Mitchell: It's still there, though?

Commissioner Fahl: Yeah, we still have it, we have hopes for next year.

Commissioner Hoepfner reported the following:

- Voting time is here. Early voting has started for multiple positions for Sierra County, including the school board, which I believe is very important for securing a good education for the children who are our future. We also see that the federal government is giving more and more power to the state when it comes to education, that is why it is very important to choose carefully, to have a good school board, we have a lot of qualified people who are running and can make a difference. We have the opportunity to get good people on our school board, and I would like to encourage everyone to go out and vote. This is the power that we, as citizens, have, to voice our opinions.
- On a good note, Art Hop is coming up this Saturday. We are doing something new, which is our Glow Fest 2.0 at the Healing Waters Plaza, you should be able to hear the performance. The galleries will all be open, you can come to meet the local artists and everything. So come to join us, we have this celebration once a month, and we, as business owners, are very welcoming to everybody because our community is very important, and we should get together and celebrate. It's good to slow down and enjoy the moment and celebrate life.

Commissioner Mitchell reported the following:

- I wanted to report that I attended the Municipal League training in Ruidoso with Gary and the staff, and it was great to be in a room with pretty much every

mayor, commissioner, trustee, chief of police, and judge, in the entire state of New Mexico. The conversations that I had with individuals and groups gave me an understanding that all of us, regardless of our sizes, and all these cities, we're kind of in the same boat, and we're all kind of facing the same problems. If I was playing bingo at that event, the number of times that affordable housing came up from every single district, every single corner of the state, it kind of drove home that that is a huge issue that everyone is facing, it's not just us. The infrastructure needs of the different cities and communities, some people consider us lucky with our streets, the way they are, and that's sad, but you know, it was really eye-opening to see that we are all kind of facing the same problems and we learned from each other's approaches. One of the last trainings we went to, someone gave a presentation on our animal ordinances, I got a copy of that and sent it to our city staff and said, "Hey is there any way we can copy this or pull from this, or use it as an example?" so I just think that attending those conferences is really important for us, as commissioners, and city staff as well. One of the parting gifts was this bear, Smokey Bear, it is a card holder, and I walked into the city, I saw that in 3 people's offices, and I just thought it was awesome.

- I also wanted to give a huge kudos and congratulations to the 18 graduating students from GSAPP. These kids started in January and worked extremely hard and have earned their high school diplomas. It is a high school equivalency diploma from the NM Department of Higher Education. I thought that at the end of their journey, they would get their diploma and go get a job, no, now I have 7 of them that are going to college starting in January. I just think it was an amazing journey through that program, and I just wanted to offer them congratulations on their graduation.
- One more thing, on the community. This is the season for events, for Trick-or-Treat Downtown, Old Fashioned Christmas, Luminaria beach walk, holiday singalong, we're just moving into all these wonderful events, and the weather's been great. I just encourage the community to get out and enjoy them. All the events that we've been doing, from the music concerts to the Fall Fiesta, seeing people out in the community, downtown, supporting businesses, it has just been really fantastic. I just want to encourage everyone to keep coming out and continue to celebrate Truth or Consequences.

Mayor Pro-Tem Forrister reported the following:

- I know I have been MIA for a couple of meetings, but I wear multiple hats within our community, I am one of our 4H leaders. So that's where I've been at the last couple meetings, supporting our 4H kids at state fair, southern fair, and then I'm sure most of you know that we just wrapped up our county fair. Sale night, we gain about \$350,000 and that goes directly into those kids' pockets, and then add-ons come in, which I think now are totaling at about \$450,000 that goes directly to those kids. Such a supportive community, love being a part of it, and that's what pulls on my heartstrings a lot.
- I'm going to go to our school board meet and greet tonight at the high school cafeteria at 6:00pm, so for anybody that would like to go, I think they are going to offer up a box where you guys can ask questions to any of the candidates. Again,

one of our biggest powers we hold is being able to vote, so go out there and get educated on who you're going to be voting for.

Mayor Hechler reported the following:

- I want to thank you commissioners for being so engaged in our community, for doing the things that you do, it's important to represent the people that put you here, so thank you for your engagement.
- I also want to give a special shout out to Destiny. When she mentions the GSAPP program, she didn't mention that she's the one that coordinated it, and she's responsible for these kids. These kids have a future because somebody cared. So, thank you.
- Last week, manager Whitehead and I travelled to Albuquerque to the Water Trust Board. I'll make this story short, but we didn't know whether we should apply for Water Trust Board money because we're not far enough in our previous project to be able to apply without a waiver. We have a \$17.6 million project going up to our community for 35,000 linear feet of water for the Veater Street area, and all the metal streets. We're only 5% expended on that, but we didn't get the information until January, so we're in that process. We've got about 30% of our engineering done. We had a discussion about whether we should even go for it because we had to get a waiver, and we didn't know if we would be successful, but I think the general consensus was, you've got to swing for the fence. We need to do stuff for our community. The first thing is water. We got a lot of funding for water. The next thing is wastewater. Traci did a nice job putting our package together, I really appreciate those efforts, the paper was concise and clear. We presented our waiver request, it's in the form of – we're only 5% there, 30% of engineering is done, but we're going to have all of our engineering done by next April, and then shortly after that, within about a month and a half or so, we can go out to bid for the project, and then it takes about 18 months to get that completed, so by the end of 2027, we should have the metal streets done, which is beyond the grant limit, but we'll ask for a waiver for that. We put that all together in a request, there were 39 different communities that requested the waiver, so I didn't feel guilty or bad, and we also requested the waiver because we had an administrative order for our sewer plant. Basically, the EPA came down and said, "You have a violation here, here, and here." We were concerned for our community, and we were concerned for our sewer plant. We were granted our waiver, not everybody was, but what they do is they go through the process and rate each one, and the higher you rate, the better off you will be. I feel confident that we had some pretty compelling issues. Just in general, there was \$300 million available, and \$500 million in requests. We were granted the waiver, so we stuck around, I think Gary and I sat in the chair for about 7 hours straight, to do a 3 or 4-minute presentation. It was educational because we got to hear all the other communities and the issues they were having. I will tell you right now, we are head and shoulders above a lot of other communities and what they're doing. Administratively, we're sound, we're responsive, we do the things we're supposed to do. I always have this little saying wherever I work, that it's not on my desk, so when we get things here, we turn it around, we get it back, and we

do a great job of that. That's partly why the people at the Water Trust Board know us, they ask questions like they are familiar with us, so that was kind of cool. We asked for a \$2.522 million project to upgrade our sewer plant, that includes replacement of the secondary clarifiers, the weirs, and the launderers. It also includes the aerator replacement and oxidation ditch improvements. It also includes the effluent lift station and headworks upgrades. We still have guys going 14 feet underground to clean the headworks, which is dangerous, they have to wear aerators, and we need to get out of that. That was compelling. We also made the argument that it affects not only our city, but it affects the Village of Williamsburg, which is a very important component of what we do. We made that presentation, and I feel fairly confident that by the time we are rated, I think we are going to get an affirmative down the road, it felt pretty good, they asked the appropriate questions, so I was able to present, Gary came up and helped answer the questions that I couldn't answer, and I think it worked out pretty well, so I'm hoping that this will work. But that's part of the \$5 million, if we get it, that we won't have to borrow down the road. That's why it was an important ask, and I'm hoping that we will be successful. I think we will be, but we will find out in a couple of months, and we will move on from there.

City Attorney Reports:

City Attorney Rubin had no reports.

F. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, September 10, 2025**
- 2. City Commission Regular Minutes, September 24, 2025**
- 3. City Commission Workshop Minutes, September 24, 2025**
- 4. Acknowledge Regular Recreation/Golf Course Advisory Board Minutes, June 2, 2025**
- 5. September 2025 Accounts Payable**
- 6. Take Home Vehicle Form: Police Department**

Commissioner Mitchell moved to approve the Consent Calendar as submitted. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 16 25/26 Budget Adjustment Request.**

Jocelyn Holguin, Finance Director: We have 2 on our docket today, we are increasing the debt service for the Bank of the Southwest for the water system improvements. We are doing that \$60,000 but we don't think it's going to be \$60,000. We initially budgeted \$20,000 and we've already exceeded that cap. This is just to get us through until completion, and then we'll modify it as we get to the ending point of it, but this is just so we don't have to keep coming back to request it. Item 2 is for the wastewater treatment plant improvement grant. We got a notice for it, so we're putting it on the docket for approval, and once Traci gets the final documents, we will move it forward to the state for their approval. I stand for any questions.

City Manager Whitehead: I always want to kind of keep us on track, so on the first item, that is an interest-only payment that we have to make to Bank of the Southwest on the USDA loan portion, and we will be receiving that interest back once we close out the loan, USDA will reimburse us for the interest that we have to pay, so we are utilizing the 315 account, which is our savings account, to pay those, and then we'll pay those back. That is kind of a revolving funds, and we weren't sure exactly, we weren't clear on that number when we estimated for budget, so it's not money that's going away, it's just a process that we had to put in, so that's the way Jocelyn wanted to handle that. The second part is the first step toward our wastewater plant, which we'll talk about a little bit more later, it was supposed to be \$1 million, but it's \$990,000. Somebody borrowed \$10,000 from us. Anyways, we'll talk more about that in a minute.

Commissioner Fahl moved to approve Resolution No. 16 25/26 Budget Adjustment Request. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 17 25/26 Supporting the Submission of the Grant Application to NMDOT for FY25 EV Infrastructure Grant Funds.

Assistant City Manager Alvarez: This is just paperwork processing. You guys know about the grant and the award that Bo worked hard and received for the EV charging station, so in order to proceed forward with construction of those funds, we just have to have the resolution approved by commission supporting that application and accepting that award, so that we can do the notice of application and get started on it. With that, I will turn it over to Bo.

Bo Easley, Electric Division Director: This is the same contract that I presented to you last month for DOT. I'd like to go back to the very last couple pages of the rendering of the car charging station of what it will look like, just to give you guys an idea. Other than the palm tree in the picture. There's a version of it during the day, and then at nighttime, we are planning on putting solar panels on top of the roof of it, so we'll be generating power also. I think this is a good design, it looks pretty sharp. Gary, Jocelyn, and I have

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all gone together and talked about putting a washer in, so while you're charging, you could wash your windshield there, and maybe a picnic table also. I think it's going to be nice.

Commissioner Mitchell: They can go across the street to the Healing Waters Plaza.

Bo Easley, Electric Division Director: They can go downtown to the restaurants too.

City Manager Whitehead: I'll just steal a little bit of his thunder, the crew agreed that the aesthetics need to match the Healing Waters Plaza. Bo has given that information to the design team to say, "However this looks, we want it to match the area." They did a good job.

Bo Easley, Electric Division Director: Also, when Traci designed Foch Street, too. So, whenever they do Foch Street, it'll kind of be the same style too.

Mayor Hechler: That'll be a nice addition for the downtown area.

Commissioner Fahl: It's exciting.

City Attorney Rubin: We agreed yesterday, just to slightly revise the left paragraph of the resolution. Does everybody have the revision?

Mayor Pro-Tem Forrister: Yes.

City Clerk Torres: It's in the packet.

City Attorney Rubin: Okay, everybody did get it, okay. Just wanted to make sure you're aware.

Commissioner Fahl: After we do all the paperwork, then what's our timeline? When are you thinking it's going to be ready for use?

Bo Easley, Electric Division Director: DOT came up with the rule that it must be done within a year. So as soon as we sign the contract with Somos Solar, we'll start moving forward with it.

Jocelyn Holguin, Finance Director: When I spoke with someone from Somos, they said they're expecting it to be done tentatively in March or April, but they know we have to have it completed by June.

Commissioner Fahl: That'd be great. And to have it done before Fiesta, if we could possibly get that done, that'd be awesome.

Mayor Hechler: Bo, I notice that there's a network management fee of \$13,000 is that reoccurring or is that for the whole project, do you know?

Bo Easley, Electric Division Director: I believe that's going to be for the whole project, I'm not sure on that.

Mayor Hechler: And then if it had any issues, it's under warranty or guarantee, right?

Bo Easley, Electric Division Director: Yes, sir.

Mayor Hechler: So, would you call somebody to come down and there would be no additional charges for that?

Bo Easley, Electric Division Director: Yes, no charges.

Mayor Hechler: Do you know what the longevity of this thing will be, generally?

Bo Easley, Electric Division Director: According to DOT, we have to have it operational for 5 years.

City Manager Whitehead: The system comes with a 5-year warranty on the system.

Mayor Pro-Tem Forrister moved to approve Resolution No. 17 25/26 Supporting the Submission of the Grant Application to NMDOT for FY25 EV Infrastructure Grant Funds. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 18 25/26 Authorizing Submission of an Application to the NMDOT for FY26 EV Infrastructure Grant Funds.

Bo Easley, Electric Division Director: DOT is going out with another lump some of money for EV car charging stations, so with your permission, we would like to go forward to get another grant from DOT, we could put this right next to the one we have now.

Commissioner Fahl: You had said that initially, that you were hoping to get up to 4 cars, right? You had room for 4?

Bo Easley, Electric Division Director: Yes.

Commissioner Fahl: That would be cool to get.

City Manager Whitehead: Just to give you the process, Bo and the team were successful at getting the first grant. The team concept with Bo's project, he's managing it, Traci's taking care of the paperwork side, recognized that it asked for a resolution in the document, so that was step 1. Then recognizing that Bo wanted to get a second one, so we would have the ability to have 4 car charging stations under the same, so

we're just getting ahead of it in this case, we're getting the resolution out. They'll make the application, so we'd get the second grant, then we'd have 4 car charging stations. When we had this meeting to talk about it, the team came up with the idea to just take the entire area and make it into a whole parking lot where we could shade structure it and add solar, where we could feed plenty of solar into our car charging stations. So, we will be working along those lines, so that's the path forward. You'll be potentially approving the first contract, to get that done, and then if we get the second one, we could potentially just move right into closure. So, we kind of developed a really cool process with everybody working together and supporting Bo on this project, so we're pretty excited at what's going to happen now.

Mayor Hechler: For the fluidity of this project, is that transformer that you pointed out, is that going to service the addition as well?

Bo Easley, Electric Division Director: Yes, sir.

Mayor Hechler: So, you don't have any more upfront costs if the core is there?

Bo Easley, Electric Division Director: No, sir.

Mayor Hechler: If we are successful in the second grant, you're not going to be able to build them both at the same time, right? We will have to wait for the second addition. Or do you think the timeliness of it could work?

Bo Easley, Electric Division Director: We'll probably have to wait to do the second one.

Mayor Hechler: Alright.

Commissioner Fahl: What's the scoop on the palm tree? Were you able to save it?

Mayor Hechler: We had 2 resident experts, one from NMSU, one from a Nevada University that came down and helped us out. We discussed the palm tree, and that palm tree has several relatives right next door so it's not unique. We think it's probably going to be cost-prohibitive to move it, moving a mature tree like that in that condition would be very expensive. The tree is getting ready to go to seed, so what we will do is harvest those seeds, and we will make those seeds available to the public, along with instructions on how to plant the seeds, and then maybe we can have some palm tree offsprings in our community and other places. We're one of the few places where those trees actually thrive and that thermal waters don't kill. People thought, "Oh my gosh we're planting palm trees in the plaza, they're going to die." But look at them, they're doing pretty well. So, we will be able to save some of the offspring, but I think we're going to have to take that tree down to be cost-efficient. But we sure tried to figure out a way to move it.

Commissioner Fahl: Thank you for trying.

Commissioner Fahl moved to approve Resolution No. 18 25/26 Authorizing Submission of an Application to the NMDOT for FY26 EV Infrastructure Grant Funds. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 19 25/26 Authorizing Project SAP 25-J2460-GF Wastewater Plant Improvements.

Assistant City Manager Alvarez: I will lump my explanation of G-4 and H-1 together, you will have to take separate actions, but I will give you the background on both. This pertains to the New Mexico Capital Outlay Grant Agreement for the Wastewater treatment plant upgrades. We received \$1 million, and of that, \$10,000 was allocated to art in public places. As part of the grant agreement, there's a resolution that is included within the agreement, I separated it out, so you have to execute the resolution for item G-4, and then H-1 is executing the grant agreement itself. With that, I will turn it over to the city manager to talk a little bit about the project and process.

City Manager Whitehead: Thank you, Traci. The first thing I would say, as I have said, I'm disappointed I lost \$10,000, but it's going to the police department, just to remind you, we're getting ready to get that project started, we're really close to being able to present. We have to do art in public places, and the chief's idea is to take the center of that building and make it really an art gallery. It would be open to future Art Hops, and it would be welcoming and inviting as you walk in. The \$10,000 and the other projects we received in capital we're allocating, and we've already been given permission to move those to those places. The chief and the mayor will have almost \$18,000, really to work together to come up with a strategy to make that an art gallery, so we're excited about that piece there. As it relates to the water treatment plant, we did make a request last year to the governor for \$4 million to upgrade the plant, the governor granted us \$1 million, it has taken a minute to get that here, but this all falls into our overall plan of that \$5 million ask. Currently, we have \$400,000 that we're going to use to try to work on the vac station, we're close to getting an RFP out so we can get that project started. We have just under \$500,000 for the headworks, not enough to do everything we want, but it's there, and this \$1 million will help us replace the weirs that need to be done. Then, if we can get that \$2.6 million that the mayor spoke about, we can bring all that together and really set our system up well. That's what this project is, we hope to be able to move quickly, we have spoken with the environment department about being able to take this \$1 million, put the weirs off of the 2018 design, they were supposed to be stainless steel, they put fiberglass, which is the problem. So, this \$1 million is going to be put to work just as soon as Traci can get all the documents put in, we can get the engineering stuff, and then Jocelyn would help us get it either out to bid or off of a CES contract and get step 1 done. This is a part of that \$5 million we just talked about in the sewer discussion. If we get all this done, we might not have to raise rates to that level. With that, we all stand for questions.

Commissioner Fahl: I have a question, Gary, on the vac station. Is that on riverside, are we fixing riverside?

City Manager Whitehead: It would be the entire system, so the project that we will try to do, is to take all 51 pits, and part of the problem is that they don't have any sealant from exterior, so when it rains or they get excess water, they fill up, and then that creates a problem. So, step 1 would be to take all 51 pits, rebuild them, get them so that doesn't happen, and then we think Hagen Street, which is the upper end by the rodeo arena, is the cause of the problem, that line. That's what the crew and the engineer believes, so when we have downstream problems, it's because the vacuum is not working properly at the highest point, so it can't suck anybody else's pits out, you know, take the vacuum and work. So that's our strategy on the Vac Station, is to replace the line on Hagen and replace all 51 pits so we don't have that problem. Again, we think we have the money to do that, using GO bonds and the grant. As soon as we get the engineer, Jocelyn has been working hard on the RFP, so as soon as we get that, we're ready to get that going. We recommend approval.

Mayor Hechler: We should have started with this before this morning's presentation. This is why we do fee studies, one of the reasons. It kind of sets the table, if we have no actions, this is what is going to happen to us, and we've been pretty aggressive in actions, and as a result, we get \$1 million there, we apply for another \$2.5 million for the water trust board, and we start mitigating some of those fees that are going to come down the road. I'm hoping that's what's going to happen for us. It gives us the information we need to be aggressive with what we're doing and figure out where we're going to find it. It also gives us the information we need so we know what we're asking for and why, and how to make that presentation. I think that's why it's money well-spent when we do these fee studies, I think it's important for us.

Commissioner Fahl: It is.

Commissioner Mitchell moved to approve Resolution No. 19 25/26 Authorizing Project SAP 25-J2460-GF Wastewater Plant Improvements. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

1. Discussion/Action: NM Capital Outlay Grant Agreement for Wastewater Treatment Plant Upgrades.

Assistant City Manager Alvarez: This ties in with the previous item, this is for the full grant agreement.

Commissioner Mitchell moved to approve NM Capital Outlay Grant Agreement for Wastewater Treatment Plant Upgrades. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Acceptance of the Water & Wastewater Cost of Service & Rate Design Study Presentation and recommendation of Implementation Process.

Mayor Hechler: We're just accepting, we're not approving. Keep that in mind. This will give us some information that we need, if we choose to do so. I will open it up for discussion and questions.

City Attorney Rubin: Actually what we're saying is we're accepting the study, but we're not actually approving the rates is what you're talking about. Gotcha.

Mayor Hechler: Yes, sir.

Commissioner Fahl: So, he said that the presentation was just a presentation, that there's further information that he gave you that's not finished yet. Correct?

City Manager Whitehead: The presentation is finished, that's where the presentation came from, so they'll go back and just finish the actual final document. Again, you would just be accepting the final document when it comes in. If you don't want to accept the final document, your choice would be to say, "We want to look at it further." Or "We want to add additional information." Or "We want to study, potentially, a new rate." You could do that today as well. Or accept the presentation and then he'll finalize it out the way he presented it today. And/or we could wait until you get the final presentation.

Commissioner Fahl: My thoughts are we should wait until we have the whole thing, I mean the presentation was great and it tells us bare bones, but shouldn't we wait until we have all the documents on our report that we're approving?

Mayor Hechler: Certainly, we can do that. Do you anticipate any changes to the document between what we've received and what we're going to get?

City Manager Whitehead: No. We have worked on the document since I came on board, it's been a couple times a week. So, we don't anticipate any additional information, we think this is the final scenario that is the best to get us to where we need to be.

Commissioner Fahl: But he said, the final report isn't done, this is just the presentation. So that's what I would say we need to wait until the final report. I mean it's not like it's going to change, but then we'd have the full document.

City Manager Whitehead: Mayor, it's a proper point and there are no issues. If there are no changes from the commission, and you want to see the final report, it would be proper to table or just move on from it, and we'll add it back when that final document is in our hands.

Mayor Hechler: The action would be tabling until we get the final.

Commissioner Fahl made a motion to table the acceptance of the Water & Wastewater Cost of Service & Rate Design Study Presentation and recommendation of Implementation Process until receiving the final report. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Best Friends Medical Grant Addendum.

Tara Manning, Animal Shelter Supervisor: I came to you back in March of 2025 because Best Friends was giving us a medical grant to be able to save parvo puppies and upper respiratory kittens, and it was set to expire on September 30th, a few days ago. The shocker of it all is that I had no parvo puppies come in up until about 2 and a half weeks ago. We still have quite a bit of money left. As of September 30th, we had only spent \$2,780 of this grant, the original grant was \$12,500. So that left \$9,720 and change. We have been able to save many animals already, we do have our parvo puppy, he has made a full recovery, and he is officially parvo-free, which we are excited to say, but we are currently treating him for tick fever. It is exciting to say that today he was actually playing for the first time in 3 weeks almost, so that's really exciting. We have been able to take in another dog a few months ago that we thought had parvo because it was parvo-positive, at least on the test we did, but the vet was able to do additional bloodwork, and found out it wasn't parvo, it was just stress colitis, so we were able to treat him for that. Another example is, we had a kitten come in, it was pretty grumpy the whole time it was with us, turned out it had some severe nerve damage done to its tail, and the vet wouldn't do anything at the time because she was about 3-4 weeks old, so we had to deal with a very grumpy kitten in a kennel, and there were gloves involved and towels, and luckily no one got hurt, but she was able to have her tail amputated once she got fixed, which, the day after, she was a totally different kitten. This medical grant has really, really helped. Now, with the medical grant expiring, we were really concerned. I did reach out to Best Friends, I told them how much was left in the grant, which is why we have this amendment here that we're presenting to you. This is going to extend it until September 30th of 2026, so it will extend it to another full year. This is about the time parvo puppies don't come into the building, so that's why they want to extend it a little longer, and give us a full extra year, just in case those parvo puppies come back in. It will give us the chance to save more animals and not have our hearts broken when we can't, because we had that once a few weeks ago.

City Attorney Rubin: I assume that Best Friends already agreed to the extension?

Tara Manning, Animal Shelter Supervisor: Yes. They've already agreed to it, they're all ready to go and continue moving forward with everything, as far as the stories I've been presenting to them every month and the detailed reports on vet bills and everything that I send them every month. That is why they want to continue moving forward.

Commissioner Fahl: I was just wondering, Tara, so if you're extending this grant, is that going to preclude you from being eligible for other grants that they offer for other medical opportunities, or any other kind of grant from them?

Tara Manning, Animal Shelter Supervisor: As far as medical grants are concerned, it will take away from that because we already have it in place. As far as other grants going forward, it does not stop any of that from happening.

Commissioner Fahl moved to approve the Best Friends Medical Grant Addendum. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: November and December 2025 City Commission Meeting Schedule.

City Clerk Torres: Annually, we request to have one meeting in November and one meeting in December, due to the holiday season. This year we are doing it a little differently, we want to request one meeting in November, which will be November 12th at 9am, that will be a regular meeting with public comment and no staff reports. In December, we decided to have two meetings, just because we have five Wednesdays in December. We will be able to do the two meetings without interrupting holiday schedules for anybody. We would like to request December 3rd at 9am, that will be a business meeting as well, and then December 17th which will be a full regular meeting, like we have today, with public comments and staff reports. With that, I'll stand for any questions.

Mayor Pro-Tem Forrister: Is there any way we can move our November meeting to the 19th?

City Manager Whitehead: We looked at that. There was a reason we couldn't do the 19th.

City Clerk Torres: Jay, were you out on the 19th?

City Attorney Rubin: No, I'm trying to remember if we talked about it, I know we talked about this yesterday, I can't remember now.

City Clerk Torres: I know there was a conflict with somebody.

Commissioner Fahl: When is Thanksgiving?

City Clerk Torres: Thanksgiving will be on the 27th

Mayor Hechler: I don't have an issue with it, but does anybody else have any conflicts?

CITY COMMISSION OCTOBER 8, 2025 REGULAR MEETING MINUTES

Commissioner Mitchell: I don't have a conflict, but if there's someone else in the city staff that does, then we need to address that.

Mayor Pro-Tem Forrister: Well, we're all right here that needs to be at the meetings, so speak up.

City Clerk Torres: I don't think so, I don't really remember why we didn't want the 19th.

City Manager Whitehead: I think we just kept it on that day because that was the normal, the 12th was just the normal meeting date. I think we looked at the 19th.

Mayor Pro-Tem Forrister: The 19th seems like a good mesh between the second and fourth Wednesday of the month, and I won't be here on the 12th.

City Clerk Torres: It gives us longer to prepare too. That works out better too because the 12th is after Veteran's Day, so that will work.

Mayor Hechler: And we're having two meetings in December, there's a lot of stuff still going on, and we were a little bit worried that we would have too much on one meeting. So, spread it out and shorten the meetings up a little bit, get our business done.

Mayor Pro-Tem Forrister: So, we're going to do a commission meeting the 19th at 9am. And then December is regular schedule.

City Clerk Torres: All of them are 9am, so we're not going to do the 4pm in December, they will both be 9am.

Mayor Pro-Tem Forrister: So we're doing the 3rd and the 17th though, for December.

Mayor Hechler: That avoids all the holidays.

City Clerk Torres: Yes. And then we're going to swap it, so the regular meeting, instead of being the first meeting, it'll be the second meeting, and then the business meeting.

Mayor Pro-Tem Forrister: But they're both going to be at 9am?

City Clerk Torres: Yes.

Commissioner Mitchell moved to approve the November and December 2025 City Commission Meeting Schedule with one meeting in November on November 19, 2025 and to meetings in December on December 3rd and December 17th. Commissioner Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Approval of the 2026 City Holiday Schedule.

City Clerk Torres: In your packet is our 2026 Holiday schedule. I did want to touch on some things, so we have the day after Thanksgiving here to be off on Friday, November 27th. Why we do that is because Spring day and Fiesta day essentially should be 8 hours, so we're taking 4 hours from each of those to give us the day after Thanksgiving.

Commissioner Fahl: Oh, those are half days.

City Clerk Torres: Yes.

Mayor Hechler: Ms. Torres, last year we went through this, and we had to make a quick amendment. Did you look at the history from last year? Did we catch that? Because I remember we had it twice on our agenda and I think we had a typo or a mistake but I'm sure you've probably caught it.

City Clerk Torres: Yeah, I can't remember what it was, but I did thoroughly go through this. The only thing that we took off when I first started the packet is that we had New Year's Eve on it from this year, and since it was already approved last year, it was approved so we didn't need it on there. That's the only thing we took off of this one.

Commissioner Fahl moved to approve the 2026 City Holiday Schedule. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Approval of Purchases \$60,000 and over. Jocelyn Holguin, Finance Director

- a. Statewide Purchase Agreement #30-00000-23-00078- with Somos Solar Inc. for the NMDOT Electric Car Charging Agreement. Contingent of approved agreement and NOO.**

Jocelyn Holguin, Finance Director: We're going to use the statewide purchasing agreement for that project with Somos for the electric car charging station. This is going to cost us \$641,341. The way this program works is that you incur the cost, and then at completion of the project, it's 100% reimbursed. That was part of the BAR that we had done before, to pull the funds from the electric company to cover the expenses. So that part's already been taken care of, and then the resolutions and other requirements. Once this is approved, Jason's going to be submitting for the NOO, the notice of obligation, and once that's approved, we can start the process. This is already a requisition. Once the NOO comes in, then we'll flip it to a PO. I stand for any questions.

Mayor Pro-Tem Forrister moved to approve Purchases \$60,000 and over as presented. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 11:27 a.m.

Passed and Approved this 19th day of November 19, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

VOLUNTEER With TREE NEW MEXICO

PLANT LOCAL TREES, EXPAND OUR CANOPY.



Tree New Mexico needs support from volunteers like you who are dedicated to improving our community's health and well-being by increasing our urban tree canopy. We'll teach you how to plant the trees properly-no previous experience is required!

UPCOMING PLANTINGS:

Nov. 15th @ 9 AM

Dec. 06th @ 9 AM



Sign up at bit.ly/treeorc or
email treeorc@treenm.org



Funding is provided by the USDA
Forest Service's Inflation Reduction
Act Urban and Community Forestry
Grant Program.





Urgent Message from Recent DOJ Alumni Decrying Attacks on Justice Department

October 6, 2025

We are 282 former career employees who proudly served our country at the Department of Justice. From prosecutors, special agents, and intelligence analysts to immigration judges, grant managers, civil rights attorneys and more, **we all** carried out our duties faithfully, regardless of who occupied the White House. Until we no longer could.

Each of us left the Department, either voluntarily or involuntarily, because of actions taken by this administration.

Our fidelity to the Constitution and our dedication to our country did not end when our jobs did. Now that we've left the Department, we believe it's our duty to sound the alarm about this administration's degradation of DOJ's vital work, and its assault on the public servants who do it.

It is incumbent on all of us to fight for the Justice Department before it's too late.

DOJ's mission is to "to uphold the rule of law, to keep our country safe, and to protect civil rights." It's failing on all three fronts:

- The Justice Department cannot **uphold the rule of law** when it carries out the President's retribution campaign and protects his allies; violates court orders and evades due process requirements; directs attorneys to violate their ethical responsibilities; and fires its employees without notice or cause in violation of civil service laws.
- It also cannot **keep our country safe** when it ousts FBI employees, prosecutors, national security experts, and ATF officials; shuts offices that prevent community violence and dismantle drug trafficking operations; purges the attorneys who enforce laws that protect the environment; and shifts highly trained special agents away from counterintelligence and counterterrorism.
- And it cannot **protect civil rights** when it drives out 75% of attorneys from the Civil Rights Division and refuses to enforce the nation's civil rights laws as Congress intended, using them instead as a cudgel against marginalized groups.

The administration is taking a sledgehammer to other longstanding work the Department has done to protect communities and the rule of law, too. Its plans to eliminate the Tax Division, which saves the country billions of dollars by pursuing tax evaders, will leave us poorer. Gutting the Public Integrity Section and FBI public corruption squads has paved the way for government

graft. Cancelling hundreds of millions of dollars in grants has left at-risk communities less protected and crime victims less supported. The list could go on.

As for its treatment of its employees, the current leadership's behavior has been appalling. This administration's lies about the "deep state" and exaggerations about government inefficiency have eroded the respect our country once held for public servants. And demonizing, firing, demoting, involuntarily transferring, and directing employees to violate their ethical duties has already caused an exodus of over 5,000 of us – draining the Department of priceless institutional knowledge and expertise, and impairing its historical success in recruiting top talent. We may feel the effects of this for generations.

The Justice Department's backbone has always been its career workforce, and those who were part of it are best positioned to explain why the current leaders' actions are catastrophic for the nation.



We call on these leaders to reverse course – to remember the oath **we all** took to uphold the Constitution – and adhere to the legal guardrails and institutional norms on which our justice system relies.

We call on our fellow alumni to join us in sounding the alarm, and in mobilizing to support our colleagues still there. They deserve respect and gratitude, neither of which they're getting from this administration.

We call on Congress to exercise its oversight responsibilities far more vigorously. Members in both chambers and on both sides of the aisle must provide a meaningful check on the abuses we're witnessing.

And we call on all Americans – whose safety, prosperity, and rights depend on a strong DOJ – to speak out against its destruction.

Our democracy is only as strong as the rule of law, and the rule of law can't survive without the principal institution that enforces it.

JANUARY 2025 DEPARTURES

Jill Anderson, General Counsel, Executive Office for Immigration Review, Terminated, DOJ 2006–2025

Leonard Bailey, Special Counsel for National Security, Criminal Division, Retired, DOJ 1991–2025

Brendan Ballou, Special Counsel, Antitrust Division, Resigned, DOJ 2016–2017, 2020–2025

Jay Bratt, Chief, National Security Division, Counterintelligence and Export Control Section, Retired, DOJ 1990–2025

Kar Dobinski, Attorney-Adviser, Civil Rights Division, Criminal Section, Retired, DOJ 1985–2025

The document goes on another 13 pages listing all 282 people who were either terminated, resigned or retired from January to October of 2025.

One Person, One Vote

Wyoming has 275,000 registered voters, giving them a representative and two Senators who vote in Congress. The District of Columbia with almost twice as many registered voters has no voting representation in Congress. Republicans in the House put forth and passed two laws governing solely the District prior to their recess September 19th. One is to charge 14-year-olds committing crimes as adults. More draconian laws are planned for the District when the house goes back into session. Reconvening, postponed twice, is now scheduled for October 13. It is really the Epstein shutdown.

The President on October 3rd headed his truth social posting: "THE PARTY OF HATE, EVIL, AND SATAN." It is his long drumbeat demonizing Democrats for "hateful political speech". There are almost 7 million more registered Democrats across the US than Republicans.

Last month the Supreme Court sanctioned racial profiling, going against decades of work to stop such blatant discrimination. Almost 49% of the New Mexico population is Hispanic.

Waiving the flag and 2nd Amendment, many have fought against gun control – even though our children's school experience are now seeped with gun violence drills. Are these people standing up as vehemently for the 1st Amendment?

You who swear an oath of office to the Constitution, have you read it recently? Try the 4th Amendment. It starts: *The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures.* And goes on.....to guarantee warrants.

I have sought permission to make a formal presentation before this Commission. It is your right to refuse. I do, however, question the Mayor's stated reason – that he is "*in disagreement*" with the resolution. As an elected leader I would want community engagement, not the squelching of discussion due to personal opinion. Some tens of thousands of local elections are taking place this November, including here. May those who foster community dialogue and live up to their Constitutional obligations be the winners.

City Commission Meeting 10/8/25

Hello, my name is June Russett, a Regional Planting Coordinator for Tree NM. I've co-founded our local program, Tree or C. We have supplied 250 ^{free} trees to the Sierra Co. tree canopy, half of which was planted by our incredible citizen volunteer workforce. I wanted to let the city know as well as the public of a couple of upcoming events. This Saturday, Oct. 11th, we will be holding a mini-planting event where we will be replacing 6 dead trees along Healing Waters Trail. Then, on Nov. 15th, we will be planting 75 trees in the neighborhood just North of Ralph Edwards Park, which Commissioner Destiny Mitchell & her GSAPP students have graciously agreed to cater again. Nov. 23rd we will hold a tree Care class & 80 tree giveaway. Dec. 6th we will be planting another 75 trees in the neighborhood East of Gold. & Dec. 14th having another tree care class & 80 tree giveaway event. We will be moving to Williamsburg area next Spring as that was the next most densely requested area. All of this information is on our website bit.ly/treeorc

On the water front, we are having people declining free trees due to water bills.

TREE NEW MEXICO

Tree Care Class &

80 TREE GIVEAWAY!

Sun. Nov. 23rd &

Sun. Dec. 14th

303 First Ave., T or C, NM

1:30PM- 40 trees for volunteers,

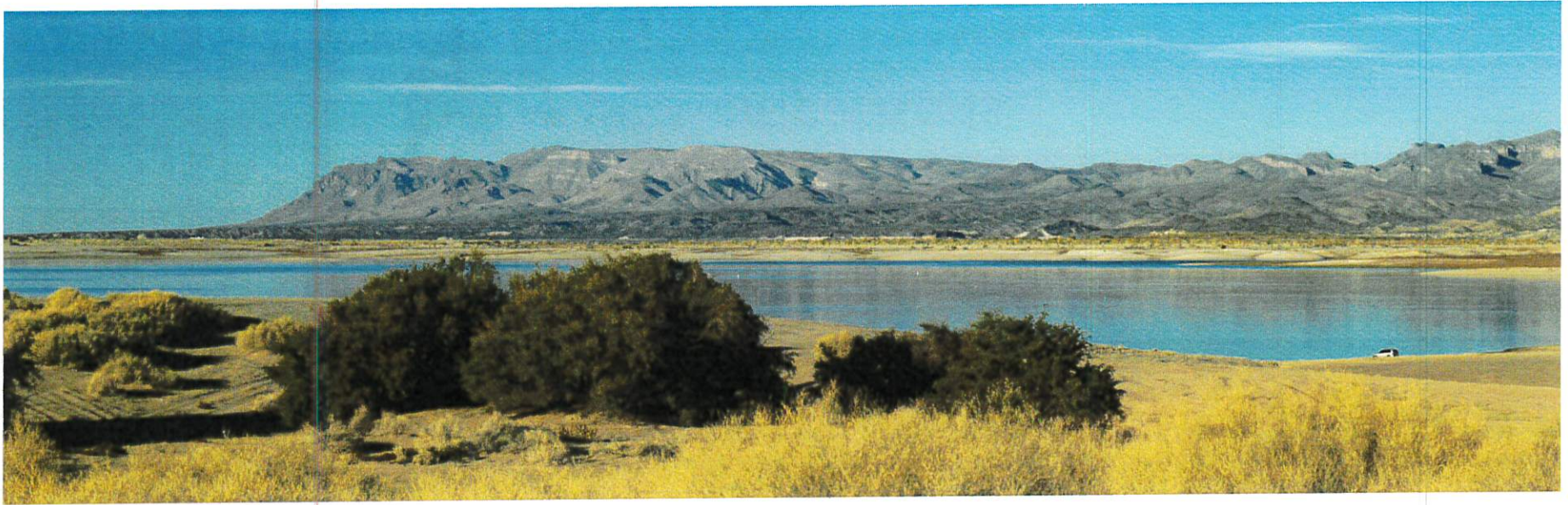
2:00PM- brief tree care class

followed by 40 tree giveaway

for general public

Q&A table for those wanting to know more

First come, First served.



October 8, 2025 | City of Truth or Consequences, NM

WATER & WASTEWATER COST OF SERVICE & RATE DESIGN STUDY

Presented by:
Dave Yanke, President
Cari Anderson, Senior Consultant

NewGen
Strategies & Solutions

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AGENDA

- 1 • Purpose
- 2 • Revenue Requirement
- 3 • Test-Year & Capital Funding
- 4 • Water Rates
- 5 • Wastewater Rates
- 6 • Revenue Recovery from Proposed Rates
- 7 • Bill Comparisons

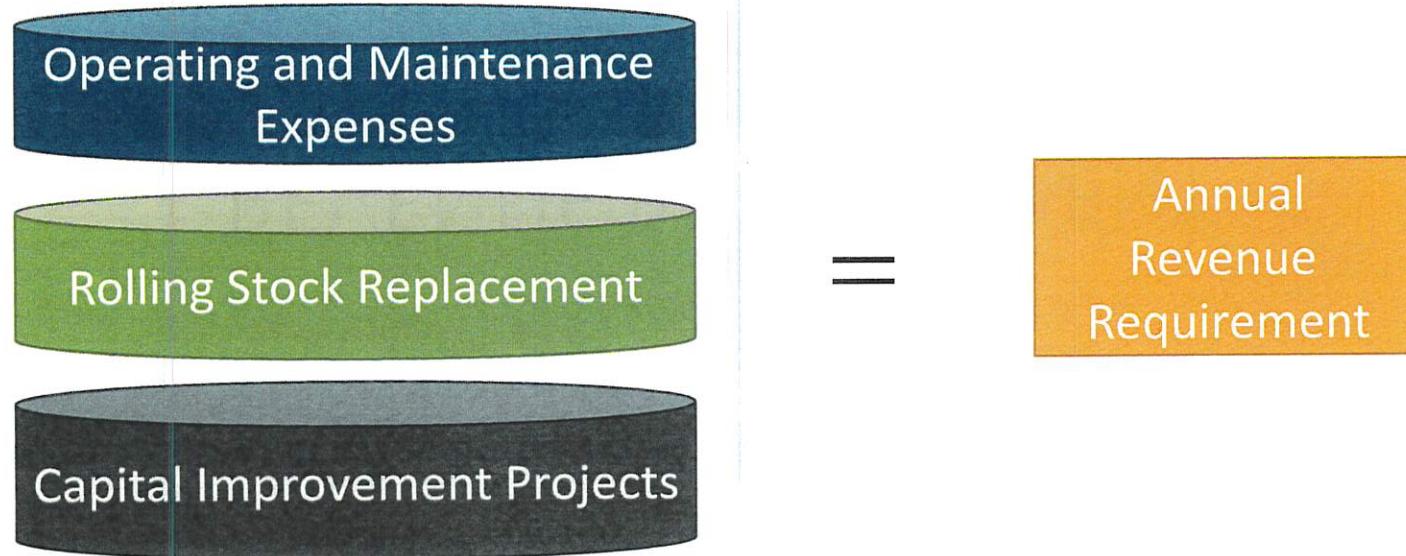
PURPOSE

PURPOSE OF ANALYSIS

- Develop a four-year forecast of the operating and capital costs.
- Determine revenue sufficiency under the current rates.
- Develop rates that ensure the financial integrity of the Utility.

REVENUE REQUIREMENT

WHAT IS THE REVENUE REQUIREMENT



TEST YEAR & CAPITAL FUNDING

TEST YEAR - WATER

Description	FY 2026 Budget	Adjustments	Test Year - Water
Water Expenses	\$1,953,442	\$(372,650) ¹	\$1,580,792
Existing Debt - Water	-	372,650	372,650
Pay As You Go	-	50,000	50,000
Total Expenditures	\$1,953,442	\$50,000	\$2,003,442
Revenues	\$1,884,600	\$(1,700,000) ²	\$184,600
Water Net Revenue Requirement	\$68,842	\$1,750,000	\$1,818,842

Notes:

1. Existing Debt broken out from transfer to general fund
2. Service revenue to be calculated in revenue reconciliation

TEST YEAR - WASTEWATER

Description	FY 2026 Budget	Adjustments	Test Year - Wastewater
Wastewater Expenses	1,500,247	(78,239) ¹	1,422,008
Existing Debt - Wastewater	-	78,239	78,239
Pay As You Go	-	50,000	50,000
Total Expenditures	\$1,500,247	\$50,000	\$1,550,247
Revenues	\$1,404,000	\$(1,300,000) ²	\$104,000
Wastewater Net Revenue Requirement	\$96,247	\$1,350,000	\$1,446,247

Notes:

1. Existing Debt broken out from transfer to general fund
2. Service revenue to be calculated in revenue reconciliation

WATER RATES

CURRENT RATES - WATER

Minimum Bill

Customer Class	Rate ¹
Residential	\$19.48
Commercial	\$19.48
Industrial	\$109.56
WMBG Residential	\$19.48
WMBG Commercial	\$19.48
City Water	\$19.48
City - Landscaping	-
Effluent Water	\$26.52

Volumetric Rates

Tier	Rate ²
Residential & Commercial	
Tier 1 – 2,001-7,000	\$3.41
Tier 2 – 7,001-15,000	\$3.86
Tier 3 – 15,001-29,000	\$4.34
Tier 4 – 29,001-50,000	\$4.87
Tier 5 – 50,000+	\$5.30
City - Landscaping	\$0.74
Effluent Water	\$1.43

1. Minimum bill includes 2,000 gallons

2. Rate per 1,000 gallons

WASTEWATER RATES

CURRENT WASTEWATER RATES

Base Rate Structure

Customer Class	Rate
Commercial	\$14.46
SW Residential Averaged	\$14.46
SW WMBG Commercial	\$23.98
SW WMBG – Residential Average	\$23.98
SW Residential Bathhouse	\$16.30
SW Bathhouse Commercial	\$50.09

Volumetric Rate Structure

Customer Class	Rate ¹
Commercial	\$5.08
SW Residential Averaged	\$5.08
SW WMBG Commercial	\$5.08
SW WMBG – Residential Average	\$5.08
SW Residential Bathhouse	\$-
SW Bathhouse Commercial	\$-

1. Rate per 1,000 gallons

REVENUE RECOVERY FROM PROPOSED RATES

PROPOSED RATE SCENARIOS - WATER

Under Current

- “Status Quo”
- Annual CPI adjustment (3%) at the beginning of the fiscal year (July 1)

Scenario 1

Beginning in FY 2027 through FY 2029 (Effective July 1 each year),

- 3% Residential and City, 5% Commercial and Industrial
- Phase-in of meter equivalent rates
- Phase-out of 2,000 gallons included in minimum bill
- 1.25x multiplier on outside customer rates
- Standardize all minimum bills

Scenario 2

Beginning in FY 2027 through FY 2029 (Effective July 1 each year),

- 6% Residential and City, 8% Commercial and Industrial
- Phase-in of meter equivalent rates
- Phase-out of 2,000 gallons included in minimum bill
- 1.25x multiplier on outside customer rates
- Standardize all minimum bills

METER EQUIVALENTS

Meter Size	Meter Equivalent
3/4"	1
1"	2.5
1.5"	5
2"	8
3"	16
4"	25

WATER REVENUE RECOVERY – UNDER CURRENT

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	\$ 1,639,003	\$ 1,688,173	\$ 1,738,818	\$ 1,790,983
Revenue Requirement	\$ 1,818,842	\$ 1,976,799	\$ 2,036,180	\$ 2,097,862
Over/(Under)	\$ (179,839)	\$ (288,626)	\$ (297,362)	\$ (306,879)
Cumulative Over/(Under)	\$ (179,839)	\$ (468,465)	\$ (765,827)	\$ (1,072,706)

WATER REVENUE RECOVERY – SCENARIO 1

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	\$ 1,639,003	\$ 1,818,023	\$ 2,008,400	\$ 2,085,827
Revenue Requirement	\$ 1,818,842	\$ 1,976,799	\$ 2,036,180	\$ 2,097,862
Over/(Under)	\$ (179,839)	\$ (158,775)	\$ (27,781)	\$ (12,035)
Cumulative Over/(Under)	\$ (179,839)	\$ (338,615)	\$ (366,395)	\$ (378,431)

WATER REVENUE RECOVERY – SCENARIO 2

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	\$ 1,639,003	\$ 1,870,809	\$ 2,126,190	\$ 2,271,410
Revenue Requirement	\$ 1,818,842	\$ 1,976,799	\$ 2,036,180	\$ 2,097,862
Over/(Under)	\$ (179,839)	\$ (105,989)	\$ 90,009	\$ 173,548
Cumulative Over/(Under)	\$ (179,839)	\$ (285,829)	\$ (195,819)	\$ (22,271)

PROPOSED RATE SCENARIOS - WASTEWATER

Under Current

- “Status Quo”
- Annual 5% Rate Increase
- Increase takes effect January 1 of each year

Scenario 1

Beginning in FY 2027 through FY 2029,

- 15% increase on minimum bill and volumetric rates
- Increases take effect at the beginning of the fiscal year (July 1)

Scenario 2

Beginning in FY 2027 through FY 2029,

- 25% increase on minimum bill and volumetric rates
- Increases take effect at the beginning of the fiscal year (July 1)

WASTEWATER REVENUE RECOVERY – UNDER CURRENT

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	\$ 1,133,031	\$ 1,189,682	\$ 1,249,167	\$ 1,311,625
Revenue Requirement	\$ 1,446,247	\$ 1,526,548	\$ 1,579,517	\$ 1,951,250
Over/(Under)	\$ (313,216)	\$ (336,865)	\$ (330,350)	\$ (639,625)
Cumulative Over/(Under)	\$ (313,216)	\$ (650,082)	\$ (980,432)	\$ (1,620,056)

WASTEWATER REVENUE RECOVERY – SCENARIO 1

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	\$ 1,133,031	\$ 1,334,766	\$ 1,534,981	\$ 1,765,228
Revenue Requirement	\$ 1,446,247	\$ 1,526,548	\$ 1,579,517	\$ 1,951,250
Over/(Under)	\$ (313,216)	\$ (191,782)	\$ (44,536)	\$ (186,022)
Cumulative Over/(Under)	\$ (313,216)	\$ (504,998)	\$ (549,534)	\$ (735,557)

WASTEWATER REVENUE RECOVERY – SCENARIO 2

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	\$ 1,133,031	\$ 1,450,832	\$ 1,813,540	\$ 2,266,925
Revenue Requirement	\$ 1,446,247	\$ 1,526,548	\$ 1,579,517	\$ 1,951,250
Over/(Under)	\$ (313,216)	\$ (75,716)	\$ 234,024	\$ 315,676
Cumulative Over/(Under)	\$ (313,216)	\$ (388,932)	\$ (154,908)	\$ 160,768

BILL COMPARISON

SAMPLE BILL (WATER)

		FY 2026	FY 2027	FY 2028	FY 2029
Residential 3/4"					
Volume (gallons)	6,000				
<u>Under Current</u>					
Minimum Bill		\$ 19.48	\$ 20.06	\$ 20.66	\$ 21.28
Volumetric Charge		\$ 13.64	\$ 14.05	\$ 14.47	\$ 14.90
Total Monthly Bill		\$ 33.11	\$ 34.11	\$ 35.13	\$ 36.19
% Change in Monthly Bill			3.0%	3.0%	3.0%
<u>Scenario 1</u>					
Minimum Bill		\$ 19.48	\$ 20.06	\$ 20.66	\$ 21.28
Volumetric Charge		\$ 13.64	\$ 17.56	\$ 21.70	\$ 22.35
Total Monthly Bill		\$ 33.11	\$ 37.62	\$ 42.37	\$ 43.64
% Change in Monthly Bill¹			13.6%	12.6%	3.0%
<u>Scenario 2</u>					
Minimum Bill		\$ 19.48	\$ 20.65	\$ 21.88	\$ 23.20
Volumetric Charge		\$ 13.64	\$ 18.07	\$ 22.98	\$ 24.36
Total Monthly Bill		\$ 33.11	\$ 38.72	\$ 44.87	\$ 47.56
% Change in Monthly Bill¹			16.9%	15.9%	6.0%

1. % Changes in FY 2027 and FY 2028 are higher than annual percent increases due to phasing out of gallons included in minimum bill.

SAMPLE BILL (WASTEWATER)

		FY 2026	FY 2027	FY 2028	FY 2029
Residential 3/4"					
Volume (gallons)	6,000				
<u>Under Current</u>					
Minimum Bill		\$ 14.46	\$ 15.18	\$ 15.94	\$ 16.74
Volumetric Charge		\$ 30.49	\$ 32.02	\$ 33.62	\$ 35.30
Total Monthly Bill		\$ 44.95	\$ 47.20	\$ 49.56	\$ 52.04
% Change in Monthly Bill			5.0%	5.0%	5.0%
<u>Scenario 1</u>					
Minimum Bill		\$ 14.46	\$ 16.63	\$ 19.12	\$ 21.99
Volumetric Charge		\$ 30.49	\$ 35.07	\$ 40.33	\$ 46.37
Total Monthly Bill		\$ 44.95	\$ 51.69	\$ 59.45	\$ 68.36
% Change in Monthly Bill			15.0%	15.0%	15.0%
<u>Scenario 2</u>					
Minimum Bill		\$ 14.46	\$ 18.07	\$ 22.59	\$ 28.24
Volumetric Charge		\$ 30.49	\$ 38.12	\$ 47.64	\$ 59.55
Total Monthly Bill		\$ 44.95	\$ 56.19	\$ 70.24	\$ 87.79
% Change in Monthly Bill			25.0%	25.0%	25.0%

FURTHER RECOMMENDATIONS

- Identify Unknown Meter Sizes
- Consider Consolidating Tiers
 - 3-4 tiers and bigger block increases. We typically recommend 20-30% (1.2-1.3 block differential)





DISCUSSION

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NewGen
Strategies & Solutions



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: G.2

SUBJECT: City Commission Regular Minutes, October 22, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 13, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 22, 2025

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

MR. MAYOR, WE HAVE A QUORUM

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Forrister moved to approve the agenda with the removal of item D1 as it is not ready at this time. It will be brought back at the November 19th meeting. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. COMMISSION COMMENTS

Mayor Hechler: Copper Flats Mine I called Steven Crosby earlier today, I believe he's the vice president of operations. They're still going through the permitting process with the state. There is some opposition, but not as much as there was before, so they're moving forward. For instance, I think I can say this, the Ladder Ranch will no longer oppose the mine coming in, EBID is opposed, and they'll probably continue to be opposed, that's their history, and we understand that everybody has to look out for themselves. The company itself is going private, instead of publicly traded, which has opened the door to a lot more investors. Obviously, with the price of copper and precious minerals nowadays, you can see why the private sector is ready to invest and doing so. Mr. Crosby seems very optimistic that the construction will start mid next year, which is a lot quicker than we thought. They've solved the water issue, evidently. I know they're going to dry stack, but they needed a couple hundred-acre feet more than what they had, but I think they've solved that problem. I didn't get into the nuts and bolts of what they did to solve those problems. However, I did invite him to speak to our Commission, and I think we will wait until right after the 1st of the year, mainly because I'm hoping we reach the next milestone and he has some good news for us, or he has news for us. If that's the case, I'll give a call Commissioner Fahl. So that's just kind of in a nutshell of what's going on. Things are moving pretty fast in that regard.

Commissioner Fahl: Thank you for checking. It was concerning when they were updating and having problems with the water lines, I'd hoped they would stay on schedule, so it sounds good.

6. STAFF COMMENTS

City Manager Whitehead: First, just to remind everybody and just to talk a little bit, we've had a tough challenge with water leaks. We get it, we're trying to get a process, it works for a minute and then it doesn't, we're kind of lucky because they're really small leaks but we did a mathematical assessment, and even these small leaks, they're a big problem. If you drive around, you can see we're marking them, we're trying to get them located. The vac truck has been down, so we don't have a vac truck, so it's just a challenge. The crew's working hard, really proud of the team. But just to let you know, it doesn't go a day without us having a conversation about where we are with leaks and how we can fix them. We're definitely not ignoring them, they're just winning right now. I just want to keep that fresh. Just a couple of things, we are paying attention to

Facebook when we get relevant information. I would point out that we had a citizen concerned about the lower end of Veater Street, we did a lot of recon and found out that that particular road was our road, we have done a complete repair/restoration on that road, you should drive down and take a look at it. The road crews and Buster did a fabulous job. We've redirected it to channel the water, so the water should flow clearly to our drainage. We had a drainage in that area, we had an easement to clean, they have fixed all of it. Really good repair, and I'm really proud of the team for recognizing good information on Facebook that led us to fixing it. There was another one about the golf course and the weeds, we've mowed those down, and again, we'll try to do a better job on the streets. Just a lot of moving pieces, but good request for assistance, we're paying attention and trying to be responsive.

C. CONSENT CALENDAR:

- 1. 1st Quarter Subrecipient Reports**
- 2. Purchase report of items between \$20,000 and \$60,000**

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

D. PUBLIC HEARINGS (5 Minute Rule Applies)

- 1. Public Hearing/Discussion/Action: Public hearing and final Adoption of Ordinance No. 772 G.O. Bond.**

Item was tabled until the November 19th meeting.

E. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 20 25/26 Budget Adjustment Request.**

City Manager Whitehead: In your packet today, you'll see a budget adjustment resolution for \$26,000. These are capital outlay funds to SJOA, so this would be the addition of those revenues into the budget and then setting them up for expenditure. These funds will be going to renovate their refrigeration system. Truly for our budget, just an in and an out, and adding them to our budget for DFA.

Commissioner Mitchell moved to approve Resolution No. 20 25/26 Budget Adjustment Request. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 21 25/26 Sale of Surplus Property to be sold at the November 22, 2025, Willard Hall Auction.

City Clerk Torres: In your packet, we have two side loaders and some poles that we want to sell in the November 22nd Willard Hall Auction. On May 14th, you approved a bunch of items to go up for sale at the JJ Kane Auction, six of those items did not sell, so we're also going to add those to the Willard Hall Auction. It's not listed here because it's already been approved, but we are going to try to get rid of those.

Mayor Pro-Tem Forrister: Do we remember what they are?

City Clerk Torres: I'll list them right now, and I'll also have it in the advertisement, and then Carrie will have it online as well. I will also get pictures, so that will help everybody. We have a 2011 Ford F250, a 2011 Ford Ranger, 2001 Ford Crew Cab 4x4, 2006 GMC Truck, and two 2003 Firetrucks.

Mayor Pro-Tem Forrister: I don't know about getting rid of a fire.

Mayor Hechler: Sounds like yard art to me.

City Clerk Torres: Well, Willard said he can get rid of it.

Mayor Pro-Tem Forrister: Willard says it, I believe it.

Commissioner Fahl: The county fire departments didn't want them?

City Clerk Torres: No. We tried to donate them, we've tried everything.

City Attorney Rubin: I'll just mention, the resolution is word for word from the state statute, calls for a publication.

Mayor Pro-Tem Forrister moved to approve Resolution No. 21 25/26 Sale of Surplus Property to be sold at the November 22, 2025, Willard Hall Auction. Commissioner Hoeppe seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. NEW BUSINESS:

1. Discussion/Action: Memorandum of Understanding between the City of Truth or Consequences and the Village of Williamsburg for road maintenance.

City Manager Whitehead: In front of you is a Memorandum of Understanding. For years, the City of Truth or Consequences has served in support of Williamsburg in multiple areas: road improvements, we provide water, we also process their wastewater. They handle the collection system, but the water system is ours. We also provide solid waste

through our trucks, and animal control. Off and on throughout the years, we've either been the Police Department for them or not, currently the Sheriff is. For me, being a partner with Williamsburg is important to me, I want to make sure, you know we had an understanding when I came on board, this particular agreement was already expired, and then there were just some vague issues on how we handle things, when we should go. If you'll look at this agreement, we've cleaned it up to basically say, "The city road department would respond when Williamsburg – the mayor or the clerk – contact us." The biggest part of it is taking a look at the inventory costs, so we identified what each item would cost if we needed to do repairs, they wanted to see what the cost of signs would be. So again, in this particular agreement, you could buy a stop sign, it would cost us \$90, that's what they would pay, and then they would pay us \$75 to go install that. Something that we've added to the agreement is in the beginning of the budget process, for the mayor to be able to present to our road department a list of items they want done. They should be able to go say, "Hey we have \$5,000 we want to change these signs, here's a list of what we want to do." And execute a purchase order to us. So, it'll be really clear, so we'll hopefully get that. And furthermore, when they find potholes, and those kinds of things. The agreement was a one-year contract, so it always expired. It's an MOU, it's a government-to-government contract, we don't have certain limitations like we would with a contractor, so what I did is made this contract a four-year, that's pretty standard, even if we were doing it with the private sector, so it's a four-year agreement, we would be able to change the inventory cost annually. So, if we had a price escalator and the signs, we would then just present that, and then just every four years, it would come back for renewal. I cleaned up the language to take the name of the city manager out and the name of the mayor, so each party could sign it. Council Jay noticed that we had listed our staff by name in the inventory, so we'll clean that up. What we'd ask is approval of the agreement, we will clean that up and take out the names, it would just be: supervisor, laborer, and those kinds of things. Again, how this would work is, everything is by the hour, so if they said, "Hey, we need the road repaired." Buster would be able to say, "I'm going to send three guys, the loader, the dump truck, it'll take us two hours, this is what your cost will be." And that's what the mayor really wanted, was just to be able to know what their costs would be, and to be able to direct the work that they wanted done. The road department has reviewed this, Brenden has helped put this together, staff like it, so we would ask for adoption. The mayor of Williamsburg has already approved the agreement.

Mayor Pro-Tem Forrister: I think this is great, I like that we have it laid out on what's getting paid where. My only concern is our manpower and when we are busy and they need something done right away, how is that going to flow?

City Manager Whitehead: I think it's just going to have to be, we would let our department head handle that. This gives Buster the tools, it's not ambiguous in what he has to do, what he's capable of. He would just have to say, "I can't get there until this time." I think we just let him solve that problem.

Mayor Pro-Tem Forrister: I just want him to know that it's fine for him to say those things when we have our own stuff going on, and our own potholes to deal with, as opposed to going and dealing with somebody else's.

City Manager Whitehead: Absolutely. I would say, in fairness, the mayor of Williamsburg never indicated that there was a problem of timing. The question always was, "How do we get billed for this?" and then the bill might have come in and it was really high, and there was a question of, "Well how did that happen?" so hopefully we don't have that problem, but Buster is fully capable of managing the staff and getting them out there.

Mayor Pro-Tem Forrister: Right, and I know that we currently provide those services anyway.

Mayor Hechler: Manager Whitehead, at what level is the final decision made of whether we will provide this service or not? Is it the department head or is it your level?

City Manager Whitehead: It's at the department head level. At this point, I call Buster out by name as our department head, they would just, Amanda actually, the clerk, would be able to contact Buster and say, "Hey, here's a list of the signs." Or "There's a pothole." Or "There's a pile of some flooding cane, could you bring a loader?" so that's where it would happen, it would happen between the staff.

Mayor Hechler: Will they agree on the cost before the action is taken, or is that something that we find afterwards?

City Manager Whitehead: It's going to be field afterwards in some cases, but again, with the signs, the mayor and clerk could take a look at this and budget, and say, "We want to replace ten signs at \$75, and these are the signs, and here's the cost of those signs." So, they are going to know what their costs are upfront. Let's say we have a flooding issue, and the street is full of dirt, and we have to go send a loader and a dump truck, that is just going to be the time and material, but they will know what the per-hour cost is, if that makes any sense.

Mayor Hechler: That makes sense.

City Manager Whitehead: And I would protect the Village, you know, we wouldn't send the whole road crew, we aren't going to bill for everybody that's on there. It should be a couple of staff, this piece of equipment, that piece of equipment.

Mayor Hechler: Sometimes you incur other issues, for instance, you could break a water line, or you find there's bedrock where you're digging instead of something else, and all of a sudden, that \$200 fix is a \$700 or \$800 fix. What's the contingency for that, or is there one?

City Manager Whitehead: Well in a water line leak, it would be kind of a different situation, because we own the water line. So, if a water line breaks, currently we have

two there and we fixed one last night, that's on us. We have to dig and get to it, we have to cover it, we have to patch it. So that's not on them.

Mayor Hechler: But there will be that level of communication if you go and say, "Hey it's going to cost a little bit more because we ran into this or that."

City Manager Whitehead: I would think so.

Mayor Hechler: I remember being involved in this contract before, and there were some billing issues in the past that we had to get past, so I wanted to make sure that it was a clear path.

City Manager Whitehead: My vision is that by putting these numbers clearly in the contract that there will be some practical application to it. I think what's happened in the past, what I've heard is, "We thought they were there two hours, and then we got a bill for \$10,000." I'm just making that up, but it didn't seem like that was fair, and I wasn't here, so I don't know, I just wanted to fix it. I have to hope that actually having these numbers, it should balance itself out where it's pretty clear. And they can argue over an hour, right now they're arguing over a unit. "Were you really there for five hours, if you billed me for five hours?" "Were there really ten people there? When we drove by, there were two people." I think they could discuss that.

Mayor Hechler: I think some of that was the rhetoric in the past, and I'm hopeful we're past all that.

City Manager Whitehead: I think so. My intention while I'm here is to have a good relationship with Williamsburg and be a good partner. Their citizens depend on us and we should take care of them.

Mayor Hechler: I agree 100%.

Commissioner Fahl: It's just good to have it all laid out right there, so there's no surprises. Thank you for doing that.

Commissioner Hoeppner moved to approve Memorandum of Understanding between the City of Truth or Consequences and the Village of Williamsburg for road maintenance with the amendment of the removal of names from the department staff. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: NM Capital Outlay Grant Agreement A25-J2035 Aging and Long-Term Services Department.

Assistant City Manager Alvarez: This is the capital outlay grant agreement for the Ken James Senior Center; this is for \$26,000 for them to purchase the walk-in freezers and refrigerators. We're the fiscal agents, it's 100% grant, no match required, nothing required on the city's side, front the money up, and submit for reimbursement.

Mayor Hechler: Thank you, that's pretty cut and dry.

Mayor Pro-Tem Forrister moved to approve NM Capital Outlay Grant Agreement A25-J2035 Aging and Long-Term Services Department. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approval of Purchase Requisitions over \$60,000.
a. ITB #2025-09-007 Shovel Ready Project 1-Notice of Award- J & H Services Inc.

Assistant City Manager Alvarez: We are finally ready to start one of our large water projects. A really quick background – this is our shovel-ready water project, so it's all the various projects that were designed other funding sources, but we didn't have enough funding to cover it, so we went out for shovel-ready, we got the \$4.8 million from Colonius, and the \$4.4 million in capital outlay, the project has been designed and it's gone out to bid, we had four responsive bidders. The lowest bidder was J&H Services for a total contract price of \$5,765,435.12. We are requesting the Commission to accept the notice of award, award the contract to J&H Services, and authorize the City Manager to execute the project documents that are applicable so we can proceed with the project. That's going to include our extra water tank over there at Cook Street, as well as almost 17,000 linear feet of pipeline going in the ground.

Commissioner Fahl: This contract, they are allowed 370 days to complete that, and that seems like an excessively long amount of time. Why do they think, or why do we think it's going to take that long?

Assistant City Manager Alvarez: Some of the lead time, even just for the water tank itself, I'm sure there's an excessive lead time on the water tank and 17,000 feet of water line throughout the city is a lot of water line to put in the ground, as well.

Commissioner Fahl: Over a year is a long time too. So, I was concerned about that.

City Manager Whitehead: Let me try to answer, because I didn't ask that specific question, I didn't get too much, what I've been concerned about is what the pot of money is, and how well the engineers estimate, because if you think back in time, that's

been a problem. The engineer's estimate to do this job was \$6.5 million, or \$6.3 million. The bids came in right on \$6.3 million, actually the lowest bid is \$800,000 below. We have \$1.8 million in surplus on this project. I'm going to trust the engineer, as I said when I came on, I understood that Wilson & Company, Mark Nassey, has a good understanding of our water system, he really does, and I think his estimate is probably based on some calculation of that many linear feet of line for the number of days that would happen. It does seem like a long time, but I think they'll probably use all of it.

Commissioner Fahl: Okay.

City Manager Whitehead: I feel like I'm just advocating for the engineer's estimate is that, and he's been pretty spot-on and it feels pretty good. These would be his numbers. This would be what was estimated within the contract bid. That's what they bid on, based on that, and the number of days they had to complete the project.

Commissioner Fahl: Okay, question two was about the selection of the contractor. I know invitation, was it RFP or invitation to bid?

Assistant City Manager Alvarez: Invitation to bid, it's based on low bid.

Commissioner Fahl: So that's what I had thought, but my concern, just for awareness, based on some problems that the county just recently experienced, did they provide references on how well they get things done on time? Because we don't want to be caught like the county was.

Assistant City Manager Alvarez: Our engineer did reach out for references as well, and they came back with great references, with some other municipalities that they've done work with, as well as another engineer that they worked for with the municipalities, so they did have favorable references.

Commissioner Fahl: Good. Yeah, invitation to bid is a good way, but sometimes not depending on how the results end up.

Assistant City Manager Alvarez: It is sometimes dictated by our funding sources.

Commissioner Fahl: It's just that you never know. One other thing I think would be helpful for me, I don't know about the other Commissioners, and also for the public, at some point, Traci, you've probably done this in the past, but for this project, can we post on our website a map of where all these are going?

Assistant City Manager Alvarez: It's actually all posted on our city website under [city blueprint](#), under water projects, there's [shovel ready](#), it gives a really good description of what the project is, and if you scroll down, Carrie has done an amazing job putting maps. You click on the map and it shows each area.

CITY COMMISSION OCTOBER 22, 2025 REGULAR MEETING MINUTES

Commissioner Fahl: I think that'll be good for everyone. And I'll look on there, so I know when people ask me.

Mayor Pro-Tem Forrister: And she'll push that out, probably the link on Facebook, just so people can be aware of it? Put an ad on social media so that the public will be aware of where that construction is happening.

Assistant City Manager Alvarez: Yeah, this will definitely be on social media. Carrie will be back tomorrow and I think she'll be updating.

Commissioner Fahl: That'd be great.

Assistant City Manager Alvarez: Pursuant to the Commission approving.

City Manager Whitehead: I would also add, I'll push one step further, we will make a point to notify every resident of every street.

Mayor Pro-Tem Forrister: That would be nice.

City Manager Whitehead: We've done that on Foch street, we've walked the street, we have one more set for tomorrow where we knock one very door, I don't know that we'll get to that level, but we should be able to send a letter to everybody that's on that street that says what's happening, the time frame, and where they can find information on our website. We will make sure that we're doing what we can, we hear you on that. We need to do a better job.

Commissioner Fahl: Awesome. Okay those were my questions.

Mayor Pro-Tem Forrister: Mine was kind of the same as Commissioner Fahl's, just concerning the company. I was wondering if they had references because the other one that came in was not so far off from them, and it is a company we all well know around here. They know our water lines, our citizens, and we know they do good work for us, so that was just my concern. Would it be beneficial to maybe spend a little bit more money and get somebody that is well known here that also knows our water lines and has worked on them as well. But if the other company has been vetted and they're going to come, I just don't want to get caught in the situation that we're in with the county right now.

Assistant City Manager Alvarez: Under our funding sources, we don't have as much of a choice. We'd have to have a very good reason not to award the lowest bidder.

Commissioner Fahl: And the reason would be if they didn't have good references.

Mayor Pro-Tem Forrister: Right, that was my concern. So, if they're vetted, then let's roll.

Assistant City Manager Alvarez: The good thing is, one of the things I updated to Our Utility Board on Monday was, given the government shutdown, we are waiting on government shutdown for USDA, but we're getting ready time-wise, we're going to be going out for WSPI-1 and WSPI-2 around the same time, that's going to be around \$40 million – well a little bit less because you have engineering in there – but roughly \$40 million that we've been awarded that's been engineered, designed, and going to be going in the ground. So, we have two more very large projects that'll be going out for bid, that's lot for one contractor to have that much manpower.

Mayor Pro-Tem Forrister: Very true.

Mayor Hechler: You answered my question, Gary, about the engineering bid. It's very refreshing that the engineering bid actually comes up a little bit higher than what our actual bids are, it hasn't been that way in the past, they'd be we're in a trend, I'm hoping. Especially when it comes to future projects, so I'll have my fingers crossed. Good job, I'm looking forward to getting this done.

City Manager Whitehead: And I would just comment that the engineer who did the review of all of them said that everybody came back good. There are four good, competitive bids. Smithco and this company, I get that we know both of them, but they were close enough to each other that it gives me a little comfort, that this is a good bid. Smithco would have been hungry to get this job, they would have bid it as close to the vest as they could, so for J&H to beat them a little bit and be that competitive. The outlier put a big number on. So, I feel really good, and the other projects are coming in where the engineer's estimate is a little bit below the funding we have, so that feels really good too. Maybe costs are getting in line, and products are available.

Mayor Pro-Tem Forrister: Where is J&H out of?

City Manager Whitehead: Albuquerque, I think.

Commissioner Fahl moved to approve Purchase Requisitions over \$60,000 as presented, accept the notice of award, award the contract, and authorize the city manager to execute applicable documents. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 4:30 p.m.

Passed and Approved this 19th day of November, 2025.

CITY COMMISSION OCTOBER 22, 2025 REGULAR MEETING MINUTES

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: G.3

SUBJECT: Acknowledge Regular Public Arts Advisory Board Minutes, July 15, 2025

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: November 13, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Approval of Consent Item

Attachments:

- Minutes

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC ARTS ADVISORY BOARD
MINUTES
Tuesday, July 15, 2025**

REGULAR MEETING

Regular meeting of the Public Arts Advisory Board of the City of Truth or Consequences, New Mexico to be held on Tuesday, July 15, 2025 at 4:00 p.m. in the City Commission Chambers, 405 W. 3rd St, Truth or Consequences, NM 87901.

ROLL CALL:

Sid Bryan, Tourism - Chairman
Cary "Jagger" Gustin, Sierra County Arts Council – Vice-Chairman
Eduardo Alicea, Art Representative
Andy Underwood, Business Community – Arrived at 4:05 pm
Suzanne Carlstedt, Member

ALSO PRESENT:

Gary Whithead – City Manager
Katy Martinez – Deputy Clerk

1. APPROVAL OF THE AGENDA:

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

2. APPROVAL OF MINUTES:

a. April 15, 2025

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

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

There were no public comments at this time.

4. NEW BUSINESS:

a. Discussion/Action: Geronimo Springs Museum Fountain

Manager Whitehead: I have struggled to find an engineering firm that will come in and assess the piece of art from a perspective of whether it is condemned or not. I met with a firm. They came to examine it. They took pictures we crawled inside of it. We have seen damage. The inside is completely rusted. I spoke with Andy about 10 days ago and my thought would be instead of trying to get an engineer to look at it. Maybe we take a look at it from the perspective of how can we fix it. Should we put out a request for proposal and maybe get a contractor that would come in and look at it to say what could we do to repair it. I think the

point would be potentially we should come at from a different angle which is let's try to find a contractor that can come in and tell us how we can repair it versus weather or not its condemned. I think that is where we are is what would a contractor say if I did this we can repair it. Could we fill the cavity with some kind of a fill so kind of flowable fill that would eliminate the space and protect it in its structure. Would the artist come back and look at it consult us, help us take it down and potentially rebuild it. It feels like we should make one of those 2 choices because the rest of the park appears to be in good order. The flagstone is great, the benches could easily be repaired with some new stucco work. It's just deciding what to do inside those cavities. I would like to hear some dialog or thoughts on that process.

Member Carlstedt: If you put out a request for proposal are you asking the answer to be this is what you would do or this is what it would cost or both?

Manager Whitehead: I think all of the above. Somebody with the technical skills of a contractor to come in. Andy has some of that he has given some of his opinion but he is cautious he serves on the board as well. A contractor can come in and say if we did this. This would be the result something like that and the cost associated with it.

Chairman Sidney: Andy do you have any recommendations?

Member Underwood: I'm on the same page as Manager Whitehead, I think it could be repaired. I have also talked to my tile people a little bit about it. We have 2 problems we have the inside structure which I think the line of thought that Manager Whitehead is perfect for that. We could fill it and take away the problem if structural integrity and then the outside I look at it like a big tile job. I haven't heard from tile guy but I asked him to go by and take a look at it as far as regrouting it and sealing it and giving us a product that the city can use on it yearly to seal it. Also of course the water that is in the spring box we know that will work if we get the right pump together and we know we have a local guy that can do that for us. Eddy Irwin was there with us last year and he said he could work with his pump people and put together a pump system that would draw the right amount of water instead of too much or too little. I think if the city gave us permission to pursue that I think it would be doable. I agree with Manager Whitehead also that the rest of the park is magnificent. The flagstone is beautiful worth a lot of money maybe we can figure out a way when we are repairing it to put up some kind of a shade over it so it could be a little more useful to the rest of the city. I don't know where we go from here but the next time we meet I'll have quotes from my tile guy. I don't know if that is appropriate for me to do without the city's permission or not.

Manager Whitehead: I can't necessarily hire them but I think if we begin to discuss what those cost would be.

Member Underwood: The one I talk to has a GB98 in the state of New Mexico so he can easily become a vendor for the city.

Manager Whitehead: We would prepare a request for proposal and do it qualifications based. We would say we are looking for someone to come in and propose repairs to this structure, making it permanent and doing some of these things. Then we go look at everyone that applies and then pick one and potentially negotiate. There are some rules with in procurement and construction that we could do.

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Member Underwood: If you hire a contractor to suggest to you how to repair it are you going to ask for some kind of extra ordinary warranty from them? The state of New Mexico requires contractors to warranty work for one year.

Manager Whitehead: In my mind I wouldn't pursue it to be any different then a construction project how do we do it. I even though I know the artist isn't capable but the artist can consult and say if you guys did these things it would be better and then we would find that. I think it would be not less then the year warranty but we have to be cautious. Andy cant help me come up with all the concepts to do and then bid on it. I would have to figure it out on my own and we would want to keep it very open and vague so that everyone can participate. That is where we would get into trouble is you design the repair and then you bid on it and you win the bid. That's not open procurement. I don't see those being problems.

Member Underwood: I cant bid cause im on the board right?

Manager Whitehead: Right, I would rather have our consulting expertise. I think that is the better way to go then again trying to get an engineer and spend the money there. I requested an engineer to help me with a sewer problem and I just got the quote its been 2 months that I have been waiting and those quotes are like 6 to 8 thousand dollars. That is a simple sewer. I think we can spend \$10,000 to get an opinion and I bet we can spend 30 or 40 thousand dollars and probably fix the piece of art.

Member Carlstedt: What is underneath the structure? What kind of material are we talking about possibly filling? Would there be any danger?

Manager Whitehead: It looks like they built it with a rebar. They must have pour concrete and they stuck rebar up where they could bind it and mold it into the shape that they have and they put rebar across.

Member Carlstedt: I'm talking about below ground level.

Manager Whitehead: I don't know what is below ground level.

Member Underwood: I don't believe there is any kind of a structural footing or anything like that. Its very lightweight. That's a good point though because if you filled it with concrete you might not have enough foundation to hold it up.

Manager Whitehead: It would be a pretty big rock then.

Member Underwood: But at the same time they make lightweight concrete it would just be up to somebody that could make it flow into that hole.

Manager Whitehead: It could be sand, I suggested we make a hole in the top and fill it and now its just sitting on a permanent structure and foundation. One of the things the engineer said is its rusting which means its falling. The rust is deteriorating the metal. How long is that going to take?

Member Underwood: It could be 2 years it could be 20 years.

Manager Whitehead: that is correct.

Member Carlstedt: The fill would then essentially take the place of the rebar in terms of supporting the structure?

Manager Whitehead: Exactly, It would technically hold it up. It would be concrete or something that would become hard would then take the form of the space and then it would just be solid. It would be a big rock you could crawl on it. Even if it did rust now the tile is just going to fail and you could actually fix that.

Member Underwood: Its also a matter of maintenance the reason we are here is because of maintenance. The pumps where inside the water that's why it rusted so we need to address that also.

Manager Whitehead: We can put some kind of piping. The right plumber can figure how to put a channel in the concrete so now its in there and a water line that goes to the art piece is protected its always on you can change. I think that can be done.

Member Underwood: Will you figure out a scope of work?

Manager Whitehead: Yes.

Member Underwood: I think that's good.

Manager Whitehead: I don't think there is anything at this point if you are ok with me changing direction and lets not decide weather or not its condemned. Lets just decide its broken lets put an RFP out and see if we cant get somebody that will come back and tell us if we did this we could fix the structure. Then we can tile it and doing thing in pieces. We could then see what the cost are and decide how we could pay for it.

We did carry forward your lodgers tax from last year. You had about \$6,000 left we add \$14,000 this years so your budget is \$20,000. As I said before Im going to make a recommendation with in lodgers tax that we find a way to let you guys build that money going forward. So that you can save money and do a larger art project in the future.

Member Underwood: Do we need to have a motion and a vote?

Manager Whithead: I would say no. Let me go back and figure out with an RFP and that's when you guys would vote. You guys would decide if that sounds like the right proposal and we move forward.

Chairman Stoney: That would be good.

No action taken

b. Discussion/Action: Re-Appointment of Member Sid Bryan

Vice-Chairman Gustin made a motion to approve the Re-Appointment of Sid Bryan. Member Carlstedt seconded the motion. Motion carried unanimously.

c. Discussion/Action: Re-Appointment of Member Cary Gustin

Member Carlstedt made a motion to approve the Re-Appointment of Cary Gustin. Member Underwood seconded the motion. Motion carried unanimously.

d. Discussion/Action: Re-Appointment of Member Eduardo Alicea

Vice-Chairman Gustin made a motion to approve the Re-Appointment of Eduardo Alicea. Member Carlstedt seconded the motion. Motion carried unanimously.

e. Discussion/Action: Re-Appointment of Member Andy Underwood

Member Alicea made a motion to approve the Re-Appointment of Andy Underwood. Member Carlstedt seconded the motion. Motion carried unanimously.

5. REPORTS FROM THE BOARD

Chairman Sidney: We just wanted to know if there was any updates on the Reed Rocket.

City Manager Whitehead: All I can tell you is that the Reed Rocket situation is still in litigation. It has been sent back to the District Court and we are waiting.

6. REPORTS FROM STAFF

Deputy Clerk Martinez: We are doing the re organizations of the chairman and vice-chairman of the boards.

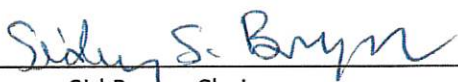
7. SET TIME, PLACE AND DATE FOR NEXT MEETING:

Deputy Clerk Martinez advised the board that the next meeting is scheduled for Tuesday, October 21, 2025 at 4pm.

8. ADJOURN

Member Underwood made a motion to adjourn the meeting at 4:20pm. Member Carlstedt seconded the motion. Motion carried unanimously.

PASSED AND APPROVED this 21st day of OCTOBER 2025.


Sid Bryan, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: G.4

SUBJECT: Acknowledge Regular Library Advisory Board Minutes, October 27, 2025

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: November 13, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Approval of Consent Item

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25

Minutes of the Library Advisory Board Meeting, Monday, October 27, 2025

The meeting was called to order at 5:30 p.m. by Vice Chairman Michael Bankson. A quorum being present, it was decided that the meeting should proceed.

Present were: Vice Chairman Michael Bankson, Board members Priscilla Spitler and Kathleen Martinez, and Library Director Pat O'Hanlon. Board Chair Angie Torres and Member Brendan Tolley were both unable to attend and are excused. The agenda for the meeting was approved; the motion to approve was made by Priscilla Spitler and seconded by Kathleen Martinez. The minutes of the last meeting (April 28., 2025) were approved as read, the motion to approve was made by Kathleen Martinez and seconded by Priscilla Spitler. The affirmative votes on both motions were unanimous.

COMMENTS FROM THE PUBLIC:

- None.

REPORTS:

- Library Foundation: According to the September statement, the Foundation shows a value of \$29,071.30.
- Director's report: **1).** The State of New Mexico Cultural Affairs Department's mobile museum, Wonders on Wheels, will set up for a public exhibit in front of the main library on Wednesday, October 29, from 12:00 noon until 3:00 p.m. **2).** This year's State Grant-in-Aid, as well as our eligibility for the State's GO Bond for libraries, has been approved by the State. **3).** The State Library's agreement with the Palace Project is no longer available to provide eBooks for our library patrons; however, we still have eBook access through the New Mexico Reads project. **4).** This year the library will help provide a "mailbox" for children (of any age) to post their letters to Santa Claus. **5).** The visitor count at the Branch Library for the first quarter of the current fiscal year was 316. Branch use is growing, and we are proud of it. **6).** Unfortunately, Baker & Taylor, our main source of books for over 35 years, is closing permanently. We have contacted Ingram Book Services to see whether they can provide us with these services.

OLD/UNFINISHED BUSINESS:

- None.

NEW BUSINESS:

- None

There being no further business to come before the Board, the motion to adjourn was made by Kathleen Martinez and seconded by Priscilla Spitler. The vote to approve the motion was unanimous, and the meeting was adjourned at 5:58 p.m. The next regular meeting is scheduled for Monday, January 26, 2026.

Respectfully submitted,

Michael Bankson, Vice Chairman
Pat O'Hanlon, Library Director



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: *G.5*

SUBJECT: October 2025 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: November 4, 2025
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for October 2025

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 2,141,716.79

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 11-19-2025

Accounts Payable Transfer Sheet - 2025 - 2026 FY
Post Date Ending: 10/3, 10/10, 10/17, 10/24, 10/31

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>					<u>GRAND TOTAL</u>	<u>Fund Numbers</u>
		10/3/2025	10/10/2025	10/17/2025	10/24/2025	10/31/2025	TRANSFERS	
101	General	\$57,243.17	\$20,967.88	\$70,464.08	\$75,353.12	\$109,863.60	\$333,891.85	101
201	Local Government Corrections		\$2,612.70				\$2,612.70	201
209	State Fire	\$2,472.58	\$251.62		\$3,435.75	\$6,710.00	\$12,869.95	209
211	Law Enforcement Protection	\$969.43	\$4,290.54	\$312.34	\$1,603.71	\$1,321.70	\$8,497.72	211
214	Lodger's Tax	\$25,124.22	\$6,819.89	\$10,467.03	\$2,106.30	\$430.82	\$44,948.26	214
216	Street Renovation	\$17,612.54	\$2,451.28	\$5,736.07	\$6,326.61	\$167,492.28	\$199,618.78	216
217	Municipal Recreation						\$0.00	217
260	Fiscal Recovery Funds						\$0.00	260
294	State Library				\$469.53		\$469.53	294
295	Municipal Pool		\$30.40		\$117.82	\$8.53	\$156.75	295
296	PD-GRT Fund	\$495.00			\$1,518.03		\$2,013.03	296
298	PD-Donations						\$0.00	298
299	Special Revenue Funds		\$519.41				\$519.41	299
302	Electrical Construction						\$0.00	302
303	Veterans Memorial				\$247.22		\$247.22	303
304	SJOA - Grants						\$0.00	304
305	Capital Improvement General						\$0.00	305
306	Capital Improvement Joint Utility						\$0.00	306
307	Golf Course Improvements						\$0.00	307
308	USDA -Sweeper						\$0.00	308
309	USDA-Wastewater						\$0.00	309
310	R&R-Emergency						\$0.00	310
311	R&R-Sewer						\$0.00	311
312	R&R-Airport						\$0.00	312
313	R&R-Water						\$0.00	313
314	CDBG - Grant						\$0.00	314
315	CI Reserve- Non Capital Equipment	\$49,976.05			\$124,712.94		\$174,688.99	315
316	Emergency Reserve						\$0.00	316
320	USDA Water System Improvements				\$71,605.37		\$71,605.37	320
321	Water System Improvements						\$0.00	321
340	ROAD/STREET PROJECTS			\$4,172.62			\$4,172.62	340
360	NMFA Projects	\$229.71				\$309.37	\$539.08	360
370	Water Trust Board Projects						\$0.00	370
380	Community Development				\$466,382.43		\$466,382.43	380
403	Pledge State Tax	\$28,245.32			\$2,172.50	\$5,214.50	\$35,632.32	403
501	Cemetery	\$1,000.00		\$200.00			\$1,200.00	501
502	Utility Office	\$704.62	\$3,547.59	\$11.59	\$720.42	\$21,179.12	\$26,163.34	502
503	Electric Dept	\$22,382.11	\$323,179.80	\$64,008.77	\$4,749.85	\$45,779.33	\$460,099.86	503
504	Water Dept	\$5,606.63	\$17,259.22	\$4,700.67	\$6,161.91	\$2,029.95	\$35,758.38	504
505	Solid Waste	\$33,268.00	\$62,826.42	\$5,000.46	\$395.00	\$83,661.91	\$185,151.79	505
506	WasteWater	\$3,154.25	\$2,221.21	\$8,856.60	\$5,670.72	\$7,168.84	\$27,071.62	506
508	Golf Course		\$997.49	\$1,958.56	\$2,084.65	\$145.48	\$5,186.18	508
509	Municipal Airport	\$18,808.14	\$31.58	\$300.00	\$607.91		\$19,747.63	509
600	Internal Service Fund	\$2,123.45	\$9,694.66	\$7,492.40	\$308.90	\$2,852.57	\$22,471.98	600
	Grand Total-Accounts Payable	\$269,415.22	\$457,701.69	\$183,681.19	\$776,750.69	\$454,168.00	\$2,141,716.79	



Truth or Consequences

AP EOM REPORT OCTOBER 2025

By Fund

Payment Dates 10/1/2025 - 10/31/2025

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
NEW MEXICO GAS COMPANY ...	9/24/2025	10/02/2025	100600-0100002	101-1018-43780	986.34
AUGUSTA GIBSON	09262025	10/03/2025	DEPOSIT REFUND FOR CIVIC C...	101-1099-34348	250.00
POLICARPIO V BUSTAMANTE ...	109.25	10/03/2025	OPEN PO - LANDSCAPE SERVI...	101-1009-47415	1,000.00
CITY CLERK BANK OF AMERICA	2450 9/25/2025	10/03/2025	GODADDY DOMAIN RENEWALS	101-1001-43770	187.06
UNIFIRST HOLDINGS INC DBA ...	28802931.11	10/03/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880295560	10/03/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880298158	10/03/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	590.34
POLICE DEPARTMENT BANK O...	3228 9/25/2025	10/03/2025	NACA CHARGES FOR CODES	101-1008-43740	50.00
SIERRA COUNTY SENTINEL	4225 - CLERK	10/03/2025	FY 25/26 PUBLICATIONS	101-1001-43740	290.66
CITY UTILITIES	9/23 & 10/1/2025	10/03/2025	GENERAL FUND CYCLE C & D	101-1018-43780	49,238.89
JAIME F RUBIN ATTORNEY AT ...	9/30/2025	10/03/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	4,231.28
LASTING PAWS PET MEMORIA...	LC10391-I-0067	10/03/2025	ANIMAL CREAMTION	101-1006-48598	342.74
XEROX CORP OLD	024357193	10/10/2025	POLICE DEPT XEROX EQUIPM...	101-1007-43465	216.81
XEROX CORP OLD	024357202	10/10/2025	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
BANK OF AMERICA	0713 21554204	10/10/2025	UNFINISHED OAK WALL CABI...	101-1014-43403	342.47
BANK OF AMERICA	0713 77942	10/10/2025	OAK BROOK UNFINISHED CAB...	101-1014-43403	567.00
BANK OF AMERICA	0713 77942	10/10/2025	SALES TAX	101-1014-43403	64.27
BANK OF AMERICA	0713 77942	10/10/2025	WILSON ART 10 FOOT COUNT...	101-1014-43403	199.00
DAVID M LANG	10062025	10/10/2025	DEPOSIT REFUND CIVIC CENT...	101-1099-34348	250.00
ARENAS VALLEY ANIMAL CLIN...	10451	10/10/2025	VET SERVICES	101-1006-48598	324.53
ARENAS VALLEY ANIMAL CLIN...	104739	10/10/2025	VET SERVICES	101-1006-48598	308.31
ARENAS VALLEY ANIMAL CLIN...	104925	10/10/2025	VET SERVICES	101-1006-48598	743.39
ARENAS VALLEY ANIMAL CLIN...	105078	10/10/2025	VET SERVICES	101-1006-48598	179.12
SUN VALLEY INC	182297/6	10/10/2025	OPEN PO FOR SEPTEMBER 20...	101-1009-44607	14.24
SUN VALLEY INC	182358/6	10/10/2025	OPEN P.O. FOR SUN VALLEY F...	101-1014-44607	15.85
SUN VALLEY INC	182408/6	10/10/2025	OPEN PO FOR SEPTEMBER 20...	101-1009-44607	16.20
SUN VALLEY INC	182635/6	10/10/2025	OPEN P.O. FOR SUN VALLEY F...	101-1014-44607	44.16
SUN VALLEY INC	182938/6	10/10/2025	OPEN PO FOR SEPTEMBER 20...	101-1009-44607	20.10
SUN VALLEY INC	182944/6	10/10/2025	OPEN PO FOR SEPTEMBER 20...	101-1009-44607	40.02
SUN VALLEY INC	182956/6	10/10/2025	OPEN P.O. FOR SUN VALLEY F...	101-1014-44607	21.73
SUN VALLEY INC	183016/6	10/10/2025	OPEN P.O. FOR SUN VALLEY F...	101-1014-44607	62.67
SUN VALLEY INC	183038/6	10/10/2025	OPEN P.O. FOR SUN VALLEY F...	101-1014-44607	18.99
SUN VALLEY INC	183042/6	10/10/2025	OPEN P.O. FOR SUN VALLEY F...	101-1014-44607	196.63
SUN VALLEY INC	183046/6	10/10/2025	OPEN P.O. FOR SUN VALLEY F...	101-1014-44607	9.06
SUN VALLEY INC	183082/6	10/10/2025	OPEN P.O. FOR SUN VALLEY F...	101-1014-44607	169.99
SUN VALLEY INC	183086/6	10/10/2025	OPEN P.O. FOR SUN VALLEY F...	101-1014-44607	3.02
SUN VALLEY INC	183096/6	10/10/2025	OPEN P.O. FOR SUN VALLEY F...	101-1014-44607	22.78
SUN VALLEY INC	183127/6	10/10/2025	OPEN PO FOR SEPTEMBER 20...	101-1009-44607	31.61
SUN VALLEY INC	183147/6	10/10/2025	OPEN PO FOR SEPTEMBER 20...	101-1009-44607	5.48
KATHRYN ELLIOTT DBA CIVILIT...	188	10/10/2025	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
KATHRYN ELLIOTT DBA CIVILIT...	196	10/10/2025	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
COMMUNITY SERVICE BANK ...	1985	10/10/2025	LODGING	101-1009-42720	269.08
COMMUNITY SERVICE BANK ...	1985	10/10/2025	LODGING	101-1009-42720	269.08
COMMUNITY SERVICE BANK ...	1985	10/10/2025	PER DIEM MEALS	101-1009-42720	49.99
COMMUNITY SERVICE BANK ...	1985	10/10/2025	PER DIEM MEALS	101-1009-42720	49.99
AMAZON CAPITAL SERVICES L...	1HRH-CWCN-4KRX	10/10/2025	OFFICE SUPPLIES	101-1010-44606	144.08

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AMAZON CAPITAL SERVICES I...	1Y7D-VKTT-TP77	10/10/2025	OFFICE SUPPLIES	101-1003-44606	165.24
SIERRA ELECTRIC CO-OP INC	2154 10/2/2025	10/10/2025	AIRPORT - ELECTRIC	101-1018-43780	1,011.17
POLICE DEPARTMENT BANK O...	2492 FR	10/10/2025	FRAME FOR JEFFERS CERTIFIC...	101-1007-44606	102.96
POLICE DEPARTMENT BANK O...	2492 NMLZO	10/10/2025	REGISTRATION & LODGING N...	101-1008-42720	733.43
POLICE DEPARTMENT BANK O...	2492 UNI	10/10/2025	UNIFORM SHIRT FOR CODES ...	101-1008-42620	65.01
ALARM CONTROL TECHNOLOG...	40373	10/10/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	40374	10/10/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
NU WAY LAUNDRY & CLEANE...	40530	10/10/2025	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
SIERRA VISTA HOSPITAL SIERR...	41000371	10/10/2025	COLLECTION DRUG TEST FEE ...	101-1004-48599	50.00
SIERRA COUNTY SENTINEL	4275	10/10/2025	HELP WANTED ADS - FY23-24 -..	101-1004-43740	442.17
SIERRA COUNTY SENTINEL	4286 AMENDED	10/10/2025	FY 25/26 PUBLICATIONS	101-1001-43740	47.17
FINANCE BANK OF AMERICA	5596	10/10/2025	PER DIEM/MEALS-TA	101-1003-42310	20.67
FINANCE BANK OF AMERICA	5596	10/10/2025	PER DIEM/MEALS-JH	101-1004-42310	20.67
CITY MANAGER BANK OF AM...	5596	10/10/2025	LODGING	101-1000-42310	411.96
CITY MANAGER BANK OF AM...	5596	10/10/2025	PER DIEM MEALS ESTIMATE	101-1000-42310	162.04
CITY MANAGER BANK OF AM...	5596	10/10/2025	REGISTRATION	101-1000-42720	400.00
CITY MANAGER BANK OF AM...	5596	10/10/2025	LODGING	101-1003-42310	411.96
CITY MANAGER BANK OF AM...	5596	10/10/2025	REGISTRATION	101-1003-42720	400.00
FINANCE BANK OF AMERICA	5596 2048833	10/10/2025	BACKGROUND CHECKS - NH A...	101-1004-48599	331.95
FINANCE BANK OF AMERICA	5596 6030	10/10/2025	NMPPA REGISTRATION	101-1004-43770	500.00
FINANCE BANK OF AMERICA	5596 NMML	10/10/2025	Estimate Per Diem Meals	101-1004-42310	54.20
FINANCE BANK OF AMERICA	5596 NMML	10/10/2025	Lodging- Elevate Hotel	101-1004-42310	562.96
FINANCE BANK OF AMERICA	5596 NMML	10/10/2025	Estimate Per Diem Meals	101-1004-42310	52.43
SIERRA ELECTRIC CO-OP INC	5764 10/2/2025	10/10/2025	MIMS AREA - ELECTRIC	101-1018-43780	578.45
FINANCE BANK OF AMERICA	6030	10/10/2025	NMPPA MEMBERSHIP	101-1004-43770	75.00
VERIZON WIRELESS	6124439409	10/10/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43775	193.55
VERIZON WIRELESS	6124439409	10/10/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.84
ANIMAL SHELTER BANK OF A...	6722	10/10/2025	ANIMAL SHELTER CLEANING ...	101-1006-44607	214.46
ANIMAL SHELTER BANK OF A...	6722 NMHUM	10/10/2025	NM HUMANE CONFERENCE T...	101-1006-42720	592.68
JOHANNA MUNOZ	82596909677806212204	10/10/2025	REIMBURSEMENT FOR COFFEE...	101-1003-44606	85.62
QUEST DIAGNOSTICS INC	9217457032	10/10/2025	SCREENING & MRO FEE FY 25-...	101-1004-48599	118.20
TALON SEPTIC & POTTY SERVI...	I3022	10/10/2025	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,100.00
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	CITY MANAGER'S OFFICE	101-1003-41226	181.56
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	FINANCE / ADMIN SERVICES	101-1004-41226	575.26
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	ANIMAL SHELTER	101-1006-41226	171.94
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	POLICE DEPT	101-1007-41226	1,362.42
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	ANIMAL CONTROL	101-1008-41226	121.34
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	PARKS & RECREATION	101-1009-41226	99.43
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	STREET DEPT	101-1011-41226	308.66
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	FACILITY MANAGEMENT	101-1014-41226	257.54
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	LIBRARY	101-1016-41226	237.16
TYLER TECHNOLOGIES INC	025-531300	10/17/2025	TYLER TUTORING FINANCE, PR...	101-1004-42720	346.80
MARINE CORPS LEAGUE DEPT...	10142025	10/17/2025	DEPOSIT REFUND CIVIC CENT...	101-1099-34348	250.00
FRANCES LUNA	10142025	10/17/2025	DEPOSIT REFUND CIVIC CENT...	101-1099-34348	400.00
BRADY INDUSTRIES LLC	10747207	10/17/2025	FUEL CHARGE	101-1014-44607	4.00
BRADY INDUSTRIES LLC	10747207	10/17/2025	CENTER PULL HAND TOWELS/...	101-1014-44607	765.00
BRADY INDUSTRIES LLC	10747207	10/17/2025	2PLY TOILET TISSUE/CASE	101-1014-44607	675.70
WEX BANK	107681127 - CMO	10/17/2025	OPEN PO FOR FUEL FY 25/26	101-1003-43316	61.40
WEX BANK	107681127 - CODE	10/17/2025	OEPN PO FOR CODES/ACO FU...	101-1008-43316	378.21
WEX BANK	107681127 - COM	10/17/2025	OPEN PO FUEL PURCHASES FY...	101-1013-43316	105.88
WEX BANK	107681127 - FI	10/17/2025	FINANCE WEX FUEL OPEN PO ...	101-1004-43316	65.59
WEX BANK	107681127 - FM	10/17/2025	WEX BANK FUEL CARD OPEN P...	101-1014-43316	817.98
WEX BANK	107681127 - PD	10/17/2025	PD FUEL USAGE FOR FY 25-26	101-1007-43316	8,702.53
AMAZON CAPITAL SERVICES I...	11XV-9MN9-HW31	10/17/2025	COPY PAPER	101-1003-44606	55.73
ANIMAL CARE EQUIPMENT & ...	137389	10/17/2025	FIELD SUPPLIES FOR CODES A...	101-1008-44607	314.25
AMAZON CAPITAL SERVICES I...	1JWC-QLPC-JYCK	10/17/2025	GRUNDFOSS SHALLOW WELL J...	101-1009-44607	845.29
SCRDA	2 QTR - 10/6/2025	10/17/2025	DISPATCH SERVICES FOR FY 25...	101-1007-48599	55,101.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST HOLDINGS INC DBA ...	2880300359	10/17/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880302536	10/17/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
FOXWORTH GALBRAITH	3630773	10/17/2025	PAINT FOR CLERKS BREAK RO...	101-1014-43403	229.99
VILLAGE HARDWARE	365279/1	10/17/2025	LABOR - KM91R WEED EATER	101-1009-47420	50.00
VILLAGE HARDWARE	365279/1	10/17/2025	KIT	101-1009-47420	20.99
VILLAGE HARDWARE	365279/1	10/17/2025	LABOR MS291	101-1009-47420	50.00
VILLAGE HARDWARE	365279/1	10/17/2025	GAS-N-OIL	101-1009-47420	20.00
VILLAGE HARDWARE	365279/1	10/17/2025	MS 45 GAS N OIL	101-1009-47420	15.00
VILLAGE HARDWARE	365279/1	10/17/2025	GAS -N-OIL	101-1009-47420	15.00
VILLAGE HARDWARE	365279/1	10/17/2025	MS291 - WORM GEAR	101-1009-47420	11.49
VILLAGE HARDWARE	365279/1	10/17/2025	MS291 HEX NUT	101-1009-47420	3.98
VILLAGE HARDWARE	365279/1	10/17/2025	MS291- OIL PUMP	101-1009-47420	57.99
VILLAGE HARDWARE	365279/1	10/17/2025	HS 45 LABOR	101-1009-47420	50.00
CARROT TOP INDUSTRIES INC	INV144715	10/17/2025	5X9.5' POLYESTER US FLAG	101-1009-44607	323.97
CARROT TOP INDUSTRIES INC	INV144715	10/17/2025	3X5 POLYESTER US FLAG	101-1009-44607	301.80
CARROT TOP INDUSTRIES INC	INV144715	10/17/2025	3X5 POLYESTER NM FLAG	101-1009-44607	242.97
CARROT TOP INDUSTRIES INC	INV144715	10/17/2025	SHIPPING	101-1009-44607	54.99
WORKQUEST DBA HORIZONS ...	SINV047910	10/17/2025	DOCUMENTS DESTRUCTION &...	101-1004-43999	45.75
WORKQUEST DBA HORIZONS ...	SINV047910	10/17/2025	RENTAL FEE	101-1004-43999	4.94
CITY UTILITIES	10/9 & 10/17/2025	10/24/2025	GENERAL FUND CYCLE A & B	101-1018-43780	10,807.95
CITY UTILITIES	10/9/2025	10/24/2025	GENERAL FUND LANDFILL	101-1018-43780	44,577.59
WINDSTREAM CORPORATION	101131348 10/20/2025	10/24/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	92.04
DAVID DAWDY	10202025	10/24/2025	EVENT CANCELLATION FOR 11...	101-1099-34348	200.00
AMAZON CAPITAL SERVICES I...	13WD-CHF9-HD3W	10/24/2025	OFFICE SUPPLIES	101-1006-44606	109.69
AMAZON CAPITAL SERVICES I...	13WD-CHF9-HD3W	10/24/2025	APRON AND ORAGINZER & SH...	101-1006-44607	29.97
WILSON & COMPANY INC ENG...	141832	10/24/2025	ON CALL GRANT MANAGEME...	101-1010-48598	5,230.58
WILSON & COMPANY INC ENG...	142046	10/24/2025	WATER SYSTEM SERVICES INF...	101-1010-48598	278.99
NM SELF INSURERS FUND	1890 - 9/30/2025	10/24/2025	LIABILITY DEDUCTIBLE CLAIM ...	101-1018-46732	3,592.80
BELSON OUTDOORS LLC	377596	10/24/2025	IN-GROUND MOUNT KIT	101-1009-44607	43.00
BELSON OUTDOORS LLC	377596	10/24/2025	IN-GROUND MOUNT KIT	101-1009-44607	86.00
MARLIN LEASING CORPORATI...	41064409	10/24/2025	CLERKS OFFICE OPEN PO FY25...	101-1001-43465	246.78
MARLIN LEASING CORPORATI...	41064409	10/24/2025	CITY MANAGER OPEN PO FY2...	101-1003-43465	356.58
MARLIN LEASING CORPORATI...	41064409	10/24/2025	FINANCE OFFICE OPEN PO FY...	101-1004-43465	296.14
MARLIN LEASING CORPORATI...	41064409	10/24/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43465	592.28
MARLIN LEASING CORPORATI...	41064409	10/24/2025	PARKS DEPT OPEN PO FY25/26	101-1009-43465	246.78
MARLIN LEASING CORPORATI...	41064409	10/24/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.04
QUILL CORPORATION	46084553	10/24/2025	OFFICE SUPPLIES	101-1001-44606	746.23
QUILL CORPORATION	46088646	10/24/2025	OFFICE SUPPLIES	101-1001-44606	66.12
SILVERSKY INC	534403-SI	10/24/2025	GENERAL FUND OPEN PO FY2...	101-1018-43815	1,440.38
VERIZON WIRELESS	6126058145	10/24/2025	CITY CLERK OPEN PO FY25/26	101-1001-43775	258.70
VERIZON WIRELESS	6126058145	10/24/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	252.36
VERIZON WIRELESS	6126058145	10/24/2025	FINANCE OPEN PO FY25/26	101-1004-43775	313.67
VERIZON WIRELESS	6126058145	10/24/2025	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	109.53
VERIZON WIRELESS	6126058145	10/24/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43775	997.98
VERIZON WIRELESS	6126058145	10/24/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	59.48
VERIZON WIRELESS	6126058145	10/24/2025	PARKS DEPT OPEN PO FY25/26	101-1009-43775	133.81
VERIZON WIRELESS	6126058145	10/24/2025	COMMUNITY DEVELOPEMENT...	101-1010-43775	49.86
VERIZON WIRELESS	6126058145	10/24/2025	STREETS DEPT OPEN PO FY25/...	101-1011-43775	169.10
VERIZON WIRELESS	6126058145	10/24/2025	FACILITIES MAINT OPEN PO F...	101-1014-43775	108.22
TESTONS FREEWAY CHEVRON	6553	10/24/2025	OPEN PO FUEL PURCHASES FY...	101-1013-43316	198.75
TESTONS FREEWAY CHEVRON	6554	10/24/2025	ANIMAL SHELTER FUEL	101-1006-43316	68.95
TESTONS FREEWAY CHEVRON	6556	10/24/2025	OPEN PO - UNLEADED/DIESEL ...	101-1009-43316	1,118.77
LINDY'S INTEL GROUP LLC	LIGLLC#002	10/24/2025	INTERNAL AFFAIRS INVESTIGA...	101-1007-48598	2,400.00
CITY UTILITIES	10/23 & 10/30/2025	10/31/2025	GENERAL FUND CYCLE C & D	101-1018-43780	43,834.05
NEW MEXICO GAS COMPANY ...	10/24/2025	10/31/2025	100600-0100002	101-1018-43780	1,144.82
TDS	10/25/2025	10/31/2025	014-044-1371	101-1018-43780	440.14
TDS	10/25/2025	10/31/2025	014-044-1828	101-1018-43780	1,350.14
TDS	10/25/2025	10/31/2025	014-044-1406	101-1018-43780	600.00
TDS	10/25/2025	10/31/2025	014-044-1369	101-1018-43780	149.00
TDS	10/25/2025	10/31/2025	014-044-1351	101-1018-43780	440.14

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TDS	10/25/2025	10/31/2025	014-044-1537	101-1018-43780	155.18
TDS	10/25/2025	10/31/2025	014-044-1353	101-1018-43780	440.14
TDS	10/25/2025	10/31/2025	014-044-1553	101-1018-43780	221.10
TDS	10/25/2025	10/31/2025	014-044-1402	101-1018-43780	440.14
TDS	10/25/2025	10/31/2025	014-044-1373	101-1018-43780	440.14
TDS	10/25/2025	10/31/2025	014-044-1348	101-1018-43780	440.14
TDS	10/25/2025	10/31/2025	014-044-1352	101-1018-43780	440.14
TDS	10/25/2025	10/31/2025	014-044-1618	101-1018-43780	189.87
TDS	10/25/2025	10/31/2025	014-044-1372	101-1018-43780	440.14
TDS	10/25/2025	10/31/2025	014-044-1526	101-1018-43780	129.95
SIERRA VISTA HOSPITAL SIERR...	10/28/2025	10/31/2025	OPEN PO HOSPITAL GRT DISTR..	101-1017-48599	37,374.64
ALEJANDRO RIVERO	10272025	10/31/2025	DEPOSIT REFUND CIVIC CENT...	101-1099-34348	600.00
SUSAN TODD	10272025	10/31/2025	RALPH EDWARDS PARK EVENT...	101-1099-34348	25.00
TURTLEBACK PEST CONTROL I...	110515	10/31/2025	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,074.00
TERRALOGIC DOCUMENT SYS...	138237	10/31/2025	LASERFICHE SERVICES 1-20-26...	101-1001-47410	3,031.37
AMAZON CAPITAL SERVICES I...	13WD-CHF9-GPGX	10/31/2025	OFFICE SUPPLIES	101-1010-44606	22.32
AMAZON CAPITAL SERVICES I...	1NT9-CLPC-YR9R	10/31/2025	COPY PAPER	101-1003-44606	167.19
AMAZON CAPITAL SERVICES I...	1WXX-CNMD-WDD3	10/31/2025	Alona Phone Headset	101-1004-44606	120.60
STANTEC CONSULTING SERVI...	2472366 - 81367R1	10/31/2025	LOVES ADDITIONAL REVIEW S...	101-1010-48598	649.74
STANTEC CONSULTING SERVI...	2472366 - 82475	10/31/2025	901 N SILVER ST. 2 DEV REVI...	101-1010-48598	3,317.28
STANTEC CONSULTING SERVI...	2472366 - 82491	10/31/2025	DEVELOPMENT REVIEW LOVES..	101-1010-48598	2,241.62
STANTEC CONSULTING SERVI...	2472366 82474	10/31/2025	1408 TIN ST.	101-1010-48598	5,185.92
UNIFIRST HOLDINGS INC DBA ...	2880304740	10/31/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880307432	10/31/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
TALON SEPTIC & POTTY SERVI...	12936	10/31/2025	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,100.00
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	CITY MANAGER'S OFFICE	101-1003-41226	183.84
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	FINANCE / ADMIN SERVICES	101-1004-41226	501.89
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	ANIMAL SHELTER	101-1006-41226	171.94
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	POLICE DEPT	101-1007-41226	1,359.10
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	ANIMAL CONTROL	101-1008-41226	121.34
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	PARKS & RECREATION	101-1009-41226	85.01
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	STREET DEPT	101-1011-41226	308.66
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	FACILITY MANAGEMENT	101-1014-41226	257.54
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	LIBRARY	101-1016-41226	237.16
Fund 101 - General Total:					333,891.85

Fund: 201 - Corrections

SIERRA COUNTY TREASURER	10/1/2025	10/10/2025	HOLDING OF PRISONERS FY25...	201-1903-48710	1,100.00
SIERRA VISTA HOSPITAL SIERR...	10/6/2025	10/10/2025	OPEN PO FOR CARE OF ARRES...	201-1903-48598	1,512.70
Fund 201 - Corrections Total:					2,612.70

Fund: 209 - Fire

VERDE ENVIRONMENTAL INC	62936	10/03/2025	SHIPPING	209-1603-44607	315.08
VERDE ENVIRONMENTAL INC	62936	10/03/2025	CLASS A & CLASS B SPILL FIRE ...	209-1603-44607	1,785.00
MUNICIPAL EMERGENCY SERV...	IN2335256	10/03/2025	DIAGNOSTICS & REPAIR SERVI...	209-1603-47420	283.50
MUNICIPAL EMERGENCY SERV...	IN2335256	10/03/2025	SERVICE TRAVEL	209-1603-47420	89.00
XEROX CORP OLD	024357204	10/10/2025	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	251.62
WINDSTREAM CORPORATION	100377628	10/24/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43775	129.86
LYNNS LANDSCAPE	2791	10/24/2025	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
MARLIN LEASING CORPORATI...	41064409	10/24/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43465	246.78
VERIZON WIRELESS	6126058145	10/24/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43775	129.91
TESTONS FREEWAY CHEVRON	6557	10/24/2025	OPEN PO FOR GAS/FUEL FY 25...	209-1603-43316	148.58
MUNICIPAL EMERGENCY SERV...	IN2354235	10/24/2025	FIELD SUPPLIES	209-1603-44607	2,255.00
MUNICIPAL EMERGENCY SERV...	IN2360144	10/31/2025	RED RACK MOBILE SINGLE SID...	209-1603-43999	6,710.00
Fund 209 - Fire Total:					12,869.95

Fund: 211 - Law Enforce Prot

GALLS LLC	032615100	10/03/2025	UNIFORM ITEMS FOR OFFICERS 211-2003-44573		66.71
GALLS LLC	032662753	10/03/2025	UNIFORM ITEMS FOR OFFICERS 211-2003-44573		62.26

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THE LINE LLC	925254	10/03/2025	CLASS A UNIFORM ITEMS FOR...	211-2003-44573	840.46
THE LINE LLC	103251	10/10/2025	OPEN PO FOR MISCELLANEOU...	211-2003-44573	20.00
KAUFMANS WEST LLC	11760V	10/10/2025	NAMETAPE FOR OFFICER	211-2003-44573	8.99
AMAZON CAPITAL SERVICES I...	1W4G-JQ3M-H6KD	10/10/2025	SRT GEAR FOR OFFICERS	211-2003-44573	135.38
MHQ OF NEW MEXICO	24484	10/10/2025	LAPTOP CONSOLE AND DOCKI...	211-2003-47420	1,746.82
POLICE DEPARTMENT BANK O...	2492 20098967714	10/10/2025	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	801.98
POLICE DEPARTMENT BANK O...	2492 GALL	10/10/2025	UNIFORM ITEMS FOR OFFICER	211-2003-44573	171.22
POLICE DEPARTMENT BANK O...	2492 LNM	10/10/2025	LODGING - LNM CORE PROGR...	211-2003-42535	722.22
POLICE DEPARTMENT BANK O...	2492 UNIF	10/10/2025	TAXES	211-2003-44573	28.89
POLICE DEPARTMENT BANK O...	2492 UNIF	10/10/2025	UNIFORM ITEMS FOR JACQUEZ	211-2003-44573	345.00
POLICE DEPARTMENT BANK O...	2492 WT2025	10/10/2025	UNIFORM EQUIPMENT FOR O...	211-2003-44573	152.89
POLICE DEPARTMENT BANK O...	2492 WTP	10/10/2025	GEAR FOR OFFICER	211-2003-44573	157.15
GALLS LLC	032769540	10/17/2025	PATROL BOOTS FOR OFFICER ...	211-2003-44573	163.15
THE LINE LLC	1009252	10/17/2025	OPEN PO FOR MISCELLANEOU...	211-2003-44573	12.00
AMAZON CAPITAL SERVICES I...	1R3Y-D7XK-JKMJ	10/17/2025	UNIFORM EQUIPMENT FOR O...	211-2003-44573	137.19
AMAZON CAPITAL SERVICES I...	11W7-CMQC-H6KC	10/24/2025	EVIDENCE COLLECTION & FIEL...	211-2003-44607	749.91
AMAZON CAPITAL SERVICES I...	11XV-9MNN-GQ64	10/24/2025	MEASURING WHEELS AND PA...	211-2003-44607	237.60
AMAZON CAPITAL SERVICES I...	1TNK-RPPM-3CYY	10/24/2025	MEASURING WHEELS AND PA...	211-2003-44607	616.20
THE LINE LLC	102720252	10/31/2025	OPEN PO FOR MISCELLANEOU...	211-2003-44573	121.70
STORMS CAR WASH LLC	2025-1	10/31/2025	CAR WASH VOUCHERS FOR U...	211-2003-47420	1,200.00
Fund 211 - Law Enforce Prot Total:					8,497.72

Fund: 214 - Lodgers Tax

SUNNY 505	003984	10/03/2025	NM GRT	214-2560-60725	150.25
SUNNY 505	003984	10/03/2025	FY 25/26 ADVERTISING CONTI...	214-2560-60725	2,931.61
MAINSTREET TRUTH OR CONS...	09/29/2025	10/03/2025	SEPTEMBER 27TH SUMMER C...	214-2540-60725	1,854.68
VETERANS MEMORIAL TRUST ...	1 - 9/30/2025	10/03/2025	FY 25/26 VETERANS MEMORI...	214-2560-60725	328.89
CITY OF ELEPHANT BUTTE NM	10/1/2025	10/03/2025	STAGE RENTALS 8/15/25 & 9/...	214-2540-60725	800.00
THE CLUB OF SIERRA COUNTY	10/1/25	10/03/2025	FY25/26 SUBRECIPIENT AGRE...	214-2540-60725	2,500.00
BANK OF AMERICA	1288 9/25/2025	10/03/2025	DESIGN PROGRAM ANNUAL S...	214-2540-60725	120.00
SIERRA COUNTY SENTINEL	4286	10/03/2025	PIO PRINT ADS	214-2540-60725	921.19
SIERRA COUNTY SENTINEL	4325	10/03/2025	PIO PRINT ADS	214-2540-60725	1,094.59
INTEGRATED ENVIRONMENTA...	494	10/03/2025	RENTAL FEE FOR 523 BROAD...	214-2540-60725	1,923.01
MAINSTREET TRUTH OR CONS...	9/29/2025	10/03/2025	FY 25/26 OPERATIONAL FUNDS	214-2540-60725	12,500.00
DOMESTIC ABUSE INTERVENT...	10/3/2025	10/10/2025	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	875.00
GERONIMO TRAIL SCENIC BY...	10/4/2025	10/10/2025	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	508.33
MATTHEW 25 FOOD PANTRY ...	10/6/2025	10/10/2025	FY 25/26 SUBRECIPIENT AGRE...	214-2540-60725	2,500.00
GOLF COURSE BANK OF AMER...	3161 7411	10/10/2025	PC2.0 (Pennncross) Creeping B...	214-2503-44608	2,079.92
GOLF COURSE BANK OF AMER...	3161 7411	10/10/2025	SHIPPING	214-2503-44608	129.99
GOLF COURSE BANK OF AMER...	3161 RR	10/10/2025	1-1/2X1-1-1/4 PVC SWING JO...	214-2503-44608	348.50
SIERRA AUTO PARTS LLC	339602	10/10/2025	OPEN PO FIELD SUPPLIES FY26...	214-2503-44608	187.28
SIERRA AUTO PARTS LLC	340018	10/10/2025	OPEN PO FIELD SUPPLIES FY26...	214-2503-44608	13.95
GERONIMO TRAIL SCENIC BY...	5 - 10/8/2025	10/10/2025	FY 25/26 STATEWIDE BROCH...	214-2560-60725	121.10
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	LODGERS TAX	214-2503-41226	55.82
SIERRA JOINT OFFICE ON AGI...	10/13/2025	10/17/2025	OPEN PO FOR FY 25/26 SUBR...	214-2540-60725	6,250.00
GERONIMO SPRINGS MUSEUM	10/15/2025	10/17/2025	OPERATIONAL PURPOSES	214-2540-60725	1,720.89
RUANNA WALDRUM	6 - 0001737	10/17/2025	FY 25/26 SCRTAB CONTRACT	214-2560-60725	545.39
RUANNA WALDRUM	7 - 0001756	10/17/2025	FY 25/26 SCRTAB CONTRACT	214-2560-60725	1,950.75
GERONIMO TRAIL SCENIC BY...	10/21/2025	10/24/2025	FY 26 WEBSITE MAINTENANCE...	214-2560-60725	113.79
INTEGRATED ENVIRONMENTA...	498	10/24/2025	RENTAL FEE FOR 523 BROAD...	214-2540-60725	1,923.01
VERIZON WIRELESS	6126058145	10/24/2025	PUBLIC INFORMATION OPEN ...	214-2540-43775	69.50
COMPANION ANIMAL ACTION...	10/27/2025	10/31/2025	OPEN PO FOR FY 25/26 SUBR...	214-2540-60725	375.00
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	LODGERS TAX	214-2503-41226	55.82
Fund 214 - Lodgers Tax Total:					44,948.26

Fund: 216 - Muni Street

PAVEMENT SEALANTS & SUPP...	26409	10/03/2025	COLD MIX	216-4503-43550	7,798.78
UNIFIRST HOLDINGS INC DBA ...	2880295569	10/03/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880298162	10/03/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	56.06
BARTOO SAND & GRAVEL INC	M50379	10/03/2025	HOT MIX FOR WATER CUTS	216-4503-43550	9,697.98
UNIFIRST HOLDINGS INC DBA ...	2880300370	10/10/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	56.06
SIERRA AUTO PARTS LLC	339838	10/10/2025	FUEL CANS AND GREASE	216-4503-44607	609.58

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SANCO OIL LLC	48805	10/10/2025	FUEL	216-4503-43316	136.03
BANK OF AMERICA	5754 8/29	10/10/2025	SAFETY BOOTS FOR THOMAS	216-4503-44615	87.99
SANCO OIL LLC	58371	10/10/2025	FUEL	216-4503-43316	132.11
SANCO OIL LLC	58373	10/10/2025	FUEL	216-4503-43316	83.37
SANCO OIL LLC	58376	10/10/2025	FUEL	216-4503-43316	155.01
SANCO OIL LLC	58377	10/10/2025	FUEL	216-4503-43316	54.48
SANCO OIL LLC	58378	10/10/2025	FUEL	216-4503-43316	81.27
SANCO OIL LLC	58380	10/10/2025	FUEL	216-4503-43316	128.10
SANCO OIL LLC	58383	10/10/2025	FUEL	216-4503-43316	83.98
SANCO OIL LLC	58384	10/10/2025	FUEL	216-4503-43316	125.44
SANCO OIL LLC	58385	10/10/2025	FUEL	216-4503-43316	12.12
SANCO OIL LLC	58386	10/10/2025	FUEL	216-4503-43316	53.28
SANCO OIL LLC	58389	10/10/2025	FUEL	216-4503-43316	81.00
SANCO OIL LLC	58390	10/10/2025	FUEL	216-4503-43316	113.77
SANCO OIL LLC	58391	10/10/2025	FUEL	216-4503-43316	7.70
NORTHERN TOOL & EQUIPME...	B2A4C131	10/10/2025	FUEL TANK	216-4503-47420	449.99
IWORQ SYSTEMS	213879	10/17/2025	IWORQS	216-4503-43770	5,538.00
MARLIN LEASING CORPORATI...	41059165	10/17/2025	STREET DEPT OPEN PO FY25/...	216-4503-43465	198.07
TESTONS FREEWAY CHEVRON	6555	10/24/2025	TESTON FUEL	216-4503-43316	1,923.81
UNIFIRST HOLDINGS INC DBA ...	2880302547	10/24/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	68.06
UNIFIRST HOLDINGS INC DBA ...	2880304745	10/24/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	62.06
BARTOO SAND & GRAVEL INC	M60053	10/24/2025	BASECOURSE	216-4503-43550	3,351.95
RJ BORDER INTERNATIONAL	R400036830.01	10/24/2025	WIRE	216-4503-47420	920.73
UNIFIRST HOLDINGS INC DBA ...	2880307434	10/31/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	56.06
RJ BORDER INTERNATIONAL	V400001401	10/31/2025	4000 GALLON WATER TANK T...	216-4503-80810	167,436.22
Fund 216 - Muni Street Total:					199,618.78
Fund: 294 - State Library					
MARLIN LEASING CORPORATI...	41064409	10/24/2025	LIBRARY OPEN PO FY25/26	294-5003-32393	320.82
VERIZON WIRELESS	6126058145	10/24/2025	LIBRARY OPEN PO FY25/26	294-5003-32393	148.71
Fund 294 - State Library Total:					469.53
Fund: 295 - Muni Pool					
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	POOL	295-4803-41226	30.40
MARLIN LEASING CORPORATI...	41064409	10/24/2025	POOL OPEN PO FY25/26	295-4803-43465	49.36
VERIZON WIRELESS	6126058145	10/24/2025	POOL OPEN PO FY25/26	295-4803-43775	68.46
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	POOL	295-4803-41226	8.53
Fund 295 - Muni Pool Total:					156.75
Fund: 296 - PD GRT					
LENSLOCK INC	0423-250923-RNL	10/03/2025	LENSLOCK 5 YR EQUIPMENT & ...	296-2403-48598	495.00
LINDY'S INTEL GROUP LLC	LIGLLC#002	10/24/2025	EXTRA HOURS WORKED	296-2403-48598	1,518.03
Fund 296 - PD GRT Total:					2,013.03
Fund: 299 - SPECIAL REVENUE FUNDS					
ARENAS VALLEY ANIMAL CLIN...	104977	10/10/2025	BEST FRIENDS MEDICAL FUND	299-7051-48710	519.41
Fund 299 - SPECIAL REVENUE FUNDS Total:					519.41
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724 10/15/2025	10/24/2025	VETERANS WALL OPEN PO FY...	303-4703-43775	247.22
Fund 303 - Vet Wall Total:					247.22
Fund: 315 - CI Reserve					
PLUMA LLC	25-1757.2	10/03/2025	GROSS RECEIPTS TAX	315-8010-45600	3,862.05
PLUMA LLC	25-1757.2	10/03/2025	SHADE STRUCTURE OVER PLA...	315-8010-45600	46,114.00
WILSON & COMPANY INC ENG...	142044	10/24/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	124,712.94
Fund 315 - CI Reserve Total:					174,688.99
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS					
SMITHCO CONSTRUCTION INC	APP 20	10/24/2025	MSD WATERLINE CONSTRUCT...	320-6603-80860	71,605.37
Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:					71,605.37
Fund: 340 - ROAD/STREET PROJECTS					
WILSON & COMPANY INC ENG...	141891	10/17/2025	MATCH	340-7032-45600	4,172.62
Fund 340 - ROAD/STREET PROJECTS Total:					4,172.62

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Fund: 360 - NMFA PROJECTS					
SIERRA COUNTY SENTINEL	4225 - BID	10/03/2025	LEGAL AD FOR SIERRA COUNT...	360-7044-80860	229.71
ALBUQUERQUE PUBLISHING ...	282030	10/31/2025	SHOVEL READY WATER PROJE...	360-7044-80860	309.37
Fund 360 - NMFA PROJECTS Total:					539.08
Fund: 380 - OTHER STATE FUNDED PROJECTS					
WILSON & COMPANY INC ENG...	142048	10/24/2025	WA SYSTEM IMPROVEMENTS ...	380-7034-80860	16,575.79
BELSON OUTDOORS LLC	377596	10/24/2025	RECYCLED PLASTIC 8' PICNIC T...	380-7053-44607	1,761.00
BELSON OUTDOORS LLC	377596	10/24/2025	RECYCLED PLASTIC 8' ADA PIC...	380-7053-44607	1,742.00
BELSON OUTDOORS LLC	377596	10/24/2025	RECYCLED PLASTIC 8' ADA PIC...	380-7053-44607	1,489.00
SMITHCO CONSTRUCTION INC	APP 20.	10/24/2025	MSD CHANGE ORDER 13	380-7034-80860	444,814.64
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					466,382.43
Fund: 403 - Pledge State DEBT SERVICE					
BANK OF THE SOUTHWEST	10/2/2025	10/02/2025	INTEREST PAYMENTS WISPI 2...	403-1203-90910	44.42
NEW MEXICO FINANCE AUTH...	10/2/2025	10/03/2025	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	10/2/2025	10/03/2025	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	9,373.54
NEW MEXICO FINANCE AUTH...	10/2/2025	10/03/2025	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,438.95
NEW MEXICO FINANCE AUTH...	10/2/2025	10/03/2025	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,572.83
NEW MEXICO FINANCE AUTH...	10/2/2025	10/03/2025	NMFA DW-4794 MONTHLY D...	403-1203-90925	125.00
CAPITAL ONE PUBLIC FUNDING	10/23/2025	10/24/2025	CAPITAL ONE LOAN PAYMENT ..	403-1203-90910	2,172.50
BANK OF THE SOUTHWEST	10/28/2025	10/31/2025	INT PYMNTS WTR SYSTEM IM...	403-1203-90910	5,214.50
Fund 403 - Pledge State DEBT SERVICE Total:					35,632.32
Fund: 501 - Cemetary					
HOT SPRINGS CEMETERY ASS...	9/30/2025	10/03/2025	HOT SPRINGS CEMETERY CON...	501-1803-47415	1,000.00
CARLA WITT	10152025	10/17/2025	VISTA MEMORY GARDENS SE...	501-1803-34355	200.00
Fund 501 - Cemetary Total:					1,200.00
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
STAPLES CONTRACT & COMM...	82476	10/03/2025	UTILITY OFFICE SUPPLIES	502-3601-44606	704.62
XEROX CORP OLD	024357203	10/10/2025	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	313.58
CITY MANAGER BANK OF AM...	5596	10/10/2025	PER DIEM MEALS ESTIMATE	502-3601-42310	42.27
CITY MANAGER BANK OF AM...	5596	10/10/2025	REGISTRATION	502-3601-42720	400.00
CITY MANAGER BANK OF AM...	5596	10/10/2025	LODGING	502-3601-42720	422.22
CITY MANAGER BANK OF AM...	5596	10/10/2025	VEHICLE UNLOCK (CHANGE O...	502-3601-47420	94.81
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	UTILITY OFFICE	502-3601-41226	214.32
MRSP LLC	SPMR4354	10/10/2025	SPMR WEB SEAT LICENSE AND...	502-3601-43770	2,060.39
QUILL CORPORATION	46030255	10/17/2025	BUSINESS CARDS FOR SONYA ...	502-3601-44606	11.59
WEX BANK	107681127 - UTILITY	10/24/2025	WEX CARD UTILITY GAS USAGE	502-3601-43316	96.52
STAPLES CONTRACT & COMM...	3565259496	10/24/2025	UTILITY OFFICE SUPPLIES	502-3601-44606	25.29
MARLIN LEASING CORPORATI...	41064409	10/24/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43465	394.86
VERIZON WIRELESS	6126058145	10/24/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43775	203.75
AMAZON CAPITAL SERVICES I...	1WXX-CNMD-WDD3	10/31/2025	5 Headsets for Util, 3 Headsets...	502-3601-44606	964.80
POSTMASTER	37779261 10/16/2025	10/31/2025	UTILITY OFFICE POSTAGE OPE...	502-3601-43735	20,000.00
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	UTILITY OFFICE	502-3601-41226	214.32
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					26,163.34
Fund: 503 - Electric					
REEDS TIRE CENTER	16590	10/03/2025	FLAT REPAIR	503-3702-47420	30.00
REEDS TIRE CENTER	16590	10/03/2025	TAX	503-3702-47420	2.51
ZIA UTILITY SERVICES LLC	5311	10/03/2025	400/5 SPADE TYPE CT	503-3702-44607	570.00
ZIA UTILITY SERVICES LLC	5311	10/03/2025	200/5 SPADE TYPE CT	503-3702-44607	555.00
ZIA UTILITY SERVICES LLC	5312	10/03/2025	600/5 SPADE TYPE CT	503-3702-44607	600.00
ZIA UTILITY SERVICES LLC	5312	10/03/2025	13T PREWIRED METER SOCKET	503-3702-44607	485.00
WESTERN UNITED ELECTRIC	6154060	10/03/2025	15 KVA POLE MOUNT TRANSF...	503-3702-44607	7,728.16
WESTERN UNITED ELECTRIC	6154060	10/03/2025	37.5 KVA POLE MOUNT TRAN...	503-3702-44607	11,811.44
NEW MEXICO ELECTRIC UTILIT...	9/29/2025	10/03/2025	JESUS NAVARRO TO UNDERG...	503-3702-42720	300.00
NEW MEXICO ELECTRIC UTILIT...	9/29/2025	10/03/2025	JAMES SCOTT TO UNDERGRO...	503-3702-42720	300.00
TRIPLE H SOLAR LLC	0408	10/10/2025	ENGINEERING SERVICES- OPEN...	503-3702-48598	2,480.00
TRI STATE GENERATION & TR...	1053016	10/10/2025	POWER SERVICE- OPEN PO FY...	503-3702-50795	34,115.53
SUN VALLEY INC	182298/6	10/10/2025	ADDED 1/2" IR SOCKET ADAP...	503-3702-44607	5.99
SUN VALLEY INC	182298/6	10/10/2025	DISCOUNT	503-3702-44607	-28.78
SUN VALLEY INC	182298/6	10/10/2025	KURVED NM STIPPER	503-3702-44607	65.98

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SUN VALLEY INC	182298/6	10/10/2025	APWA RED MARKING PAINT	503-3702-44607	131.88
SUN VALLEY INC	182298/6	10/10/2025	FIRE ANT KILLER	503-3702-44607	37.98
SUN VALLEY INC	182298/6	10/10/2025	BRASS PLUMB BOB	503-3702-44607	29.98
SUN VALLEY INC	182298/6	10/10/2025	1/2" IR SOCKET ADAPTER	503-3702-44607	11.98
SUN VALLEY INC	182298/6	10/10/2025	14.5 OZ MLTI-PURP GREASE	503-3702-44607	275.88
SUN VALLEY INC	182298/6	10/10/2025	60" THREADED HANDLE	503-3702-44607	15.99
SIERRA AUTO PARTS LLC	339712	10/10/2025	S728 COUPLER 1/4 NP	503-3702-44613	5.34
SIERRA AUTO PARTS LLC	339712	10/10/2025	S715 COUPLER 1/4 NP	503-3702-44613	9.59
SIERRA AUTO PARTS LLC	339712	10/10/2025	COMPRESOR	503-3702-44613	399.99
SIERRA AUTO PARTS LLC	339712	10/10/2025	S506 DUAL HEAD CHUCK W/...	503-3702-44613	72.56
SIERRA AUTO PARTS LLC	339712	10/10/2025	CUT OFF WHEEL	503-3702-44613	14.95
SIERRA AUTO PARTS LLC	339712	10/10/2025	75430 AIR HOSE 1/4X25'	503-3702-44613	48.91
SIERRA AUTO PARTS LLC	339712	10/10/2025	S727 PLUG	503-3702-44613	5.07
SIERRA AUTO PARTS LLC	339712	10/10/2025	S153 BLOW GUN	503-3702-44613	25.52
SIERRA AUTO PARTS LLC	339712	10/10/2025	FN7 71739 CUT OFF WHEEL	503-3702-44613	14.55
VILLAGE HARDWARE	363938/1	10/10/2025	GUIDE BAR R 45CM/18" 1.6...	503-3702-44607	105.98
SIERRA ELECTRIC CO-OP INC	716800 10/7/2025	10/10/2025	POWER SERVICES-OPEN PO FY...	503-3702-50795	272,574.30
LANDIS+GYR TECHNOLOGY INC	90418962	10/10/2025	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,860.00
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202509-01	10/10/2025	POWER SERVICES- OPEN PO FY...	503-3702-50795	10,465.15
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	ELECTRIC DEPT	503-3702-41226	435.48
TRANSMISSION & DISTRIBUTI...	17742	10/17/2025	EL DISTRIBUTION SYSTEM ST...	503-3702-48598	11,772.90
ZIA UTILITY SERVICES LLC	5323	10/17/2025	RF ROUTER KIT	503-3702-44607	7,500.00
ZIA UTILITY SERVICES LLC	5323	10/17/2025	GMR	503-3702-44607	775.00
VERIZON WIRELESS	6125087338	10/17/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	53.95
WESTERN UNITED ELECTRIC	6155312	10/17/2025	881AP CROSSARM PIN	503-3702-44607	163.24
WESTERN AREA POWER ADM...	JJPB1798A0925	10/17/2025	BASE DEMAND & BASE ENER...	503-3702-50795	43,743.68
TRI STATE GENERATION & TR...	1053016 TAX	10/24/2025	POWER SERVICE- OPEN PO FY...	503-3702-50795	2,844.15
TWIN PALMS EMBROIDERY LLC	2304	10/24/2025	EMBROIDER JESUS NAVARRO ...	503-3702-42620	42.00
MARLIN LEASING CORPORATI...	41064409	10/24/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43465	123.40
SILVERSKY INC	534403-SI	10/24/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43815	110.80
VERIZON WIRELESS	6126058145	10/24/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	217.53
TESTONS FREEWAY CHEVRON	6558	10/24/2025	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,411.97
ALTEC INDUSTRIES INC	13284297	10/31/2025	027139422 HYDDRAULIC HOSE	503-3702-47420	872.28
WESTERN UNITED ELECTRIC	6156251	10/31/2025	50 FT. CLASS 2 DF WOOD POLE	503-3702-44607	17,910.00
WESTERN UNITED ELECTRIC	6156251	10/31/2025	45 FT. CLASS 2 DF WOOD POLE	503-3702-44607	7,735.00
WESTERN UNITED ELECTRIC	6156251	10/31/2025	35 FT. CLASS 4 DF WOOD POLE	503-3702-44607	4,070.00
WESTERN UNITED ELECTRIC	6156251	10/31/2025	40 FT. CLASS 4 DF WOOD POLE	503-3702-44607	14,805.00
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	ELECTRIC DEPT	503-3702-41226	387.05
Fund 503 - Electric Total:					460,099.86
Fund: 504 - Water					
ESRI INC	900098711	10/03/2025	PROFESSIONAL SERVICES	504-3803-48598	2,384.25
LE ELECTRIC INC	W05169	10/03/2025	WELL PUMP TROUBLESHOOT ...	504-3803-48598	3,222.38
WATER BANK OF AMERICA	0471 TR	10/10/2025	ANTHONY COLLISTER TRAINI...	504-3803-42720	1,061.90
4x4 SERVICES AND CONSULTS...	1013	10/10/2025	JESSE COLE CONTRACT FOR ...	504-3803-48598	948.28
NEW MEXICO ONE CALL INC	153011400 - WA	10/10/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	25.00
NEW MEXICO ONE CALL INC	153012724	10/10/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	8.51
NEW MEXICO ONE CALL INC	153013364	10/10/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	5.00
NEW MEXICO ONE CALL INC	153013718	10/10/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	5.00
NEW MEXICO ONE CALL INC	153013936	10/10/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	5.00
NEW MEXICO ONE CALL INC	153014134	10/10/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	5.00
NEW MEXICO ONE CALL INC	153014445	10/10/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	5.00
NEW MEXICO ONE CALL INC	153014571	10/10/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	5.00
NEW MEXICO ONE CALL INC	153014667	10/10/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	5.00
SUN VALLEY INC	182850/6	10/10/2025	OPEN PO FR SUN VALLEY - W...	504-3803-44607	7.02
SUN VALLEY INC	183049/6	10/10/2025	OPEN PO FR SUN VALLEY - W...	504-3803-44607	10.21
SUN VALLEY INC	183074/6	10/10/2025	OPEN PO FR SUN VALLEY - W...	504-3803-44607	3.12
SUN VALLEY INC	183118/6	10/10/2025	OPEN PO FR SUN VALLEY - W...	504-3803-44607	20.89
SUN VALLEY INC	183124/6	10/10/2025	OPEN PO FR SUN VALLEY - W...	504-3803-44607	66.02
BULLOCKS INC	1902	10/10/2025	OPEN PO FR BULLOCKS - WAT...	504-3803-44607	45.86
SANCO OIL LLC	58370	10/10/2025	OPEN PO FY 25-26 FOR FUEL...	504-3803-43316	64.86

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SANCO OIL LLC	58372	10/10/2025	OPEN PO FY 25-26 FOR FUEL-...	504-3803-43316	63.51
SANCO OIL LLC	58381	10/10/2025	OPEN PO FY 25-26 FOR FUEL-...	504-3803-43316	68.32
SANCO OIL LLC	58387	10/10/2025	OPEN PO FY 25-26 FOR FUEL-...	504-3803-43316	52.36
GRAINGER INC	9656192847	10/10/2025	WATER FIELD SUPPLIES	504-3803-44607	638.70
BAKER UTILITY SUPPLY CORP	INV337686	10/10/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	1,950.75
BAKER UTILITY SUPPLY CORP	INV337688	10/10/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	2,220.00
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	WATER DEPT	504-3803-41226	337.78
MRSP LLC	SPMR4353	10/10/2025	SPMR ON-GOING SERVICE	504-3803-43770	9,631.13
TAXATION AND REVENUE	10/16/2025	10/17/2025	WATER CONSERVATION FEE FY..	504-3803-43797	1,249.41
WEX BANK	107681127 - WA	10/17/2025	WATER - OPEN PO 25/26 FUEL	504-3803-43316	2,124.11
USA BLUEBOOK	INV00850984	10/17/2025	W/WW FIELD SUPPLIES	504-3803-44607	369.29
USA BLUEBOOK	INV00851177	10/17/2025	W/WW SAFETY EQUIPMENT	504-3803-44615	150.65
USA BLUEBOOK	INV00851211	10/17/2025	W/WW FIELD SUPPLIES	504-3803-44607	257.95
USA BLUEBOOK	INV00851325	10/17/2025	W/WW SAFETY EQUIPMENT	504-3803-44615	43.87
USA BLUEBOOK	INV00853544	10/17/2025	W/WW SAFETY EQUIPMENT	504-3803-44615	17.55
BAKER UTILITY SUPPLY CORP	INV337717	10/17/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	487.84
AMAZON CAPITAL SERVICES I...	1FNY-TTMN-TTXW	10/24/2025	OFFICE SUPPLIES	504-3803-44606	170.95
NEWGEN STRATEGIES AND SO...	21943	10/24/2025	WA COMPREHENSIVE SERVIC...	504-3803-48598	690.86
NEWGEN STRATEGIES AND SO...	22165	10/24/2025	WA COMPREHENSIVE SERVIC...	504-3803-48598	546.12
NEWGEN STRATEGIES AND SO...	22402	10/24/2025	WA COMPREHENSIVE SERVIC...	504-3803-48598	1,384.89
MARLIN LEASING CORPORATI...	41064409	10/24/2025	WATER DEPT OPEN PO FY25/...	504-3803-43465	49.36
SILVERSKY INC	534403-SI	10/24/2025	WATER DEPT OPEN PO FY25/...	504-3803-43815	110.80
VERIZON WIRELESS	6126058145	10/24/2025	WATER DEPT OPEN PO FY25/...	504-3803-43775	270.53
BAKER UTILITY SUPPLY CORP	INV338071	10/24/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	2,938.40
PVS DX INC	747002083-25	10/31/2025	OPEN PO FOR CHLORINE FY 25..	504-3803-44605	1,492.17
PVS DX INC	DE7000226-25	10/31/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
PVS DX INC	DE74000365-25	10/31/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	WATER DEPT	504-3803-41226	337.78
Fund 504 - Water Total:					35,758.38

Fund: 505 - Solid Waste

MPG SERVICES LLC	10255	10/03/2025	1 CHAMPION ESSICKAIRE(MA...	505-3904-43403	10,759.21
AMAZON CAPITAL SERVICES I...	16GR-11FR-1YDH	10/03/2025	UNIFORMS FOR EMPLOYEES	505-3904-42620	35.49
AMAZON CAPITAL SERVICES I...	1QX6-V7RQ-1V64	10/03/2025	UNIFORMS FOR EMPLOYEES	505-3904-42620	117.88
WASTEQUIP MANUFACTURIN...	20INV000811894	10/03/2025	REL-TEEM CO/MN/TN REL PLA...	505-3904-44613	384.00
WASTEQUIP MANUFACTURIN...	20INV000811894	10/03/2025	3 CY SIDE LOAD CONTAINER ...	505-3904-44613	21,323.42
WASTEQUIP MANUFACTURIN...	20INV000811894	10/03/2025	REL-TEEM CO/MN/TN REL PLA...	505-3904-44613	648.00
XEROX CORP OLD	024357194	10/10/2025	SOLID WASTE DEPT XEROX E...	505-3904-43465	30.18
CITY OF LAS CRUCES	112302	10/10/2025	SCSWA WASTE DISPOSAL	505-3904-45601	60,659.61
AMAZON CAPITAL SERVICES I...	1TNK-RPPM-3H3P	10/10/2025	GE ALL PURPOSE SILICONE CA...	505-3904-44606	66.76
AMAZON CAPITAL SERVICES I...	1TNK-RPPM-3H3P	10/10/2025	VIZ PRO MAGNETIC WHITEBO...	505-3904-44606	13.50
AMAZON CAPITAL SERVICES I...	1TNK-RPPM-3H3P	10/10/2025	DUAL RV BACKUP CAMERA W...	505-3904-44615	399.98
SANITATION BANK OF AMERI...	6235 1627	10/10/2025	2343886 SIMPSON 3400 PSI 2...	505-3904-44613	419.99
SANITATION BANK OF AMERI...	6235 8693	10/10/2025	40PK GV PURIFIED DRINKING...	505-3904-44615	65.64
SANITATION BANK OF AMERI...	6235 TRVL	10/10/2025	HYATT HOTEL + MEALS	505-3904-42720	630.50
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	SOLID WASTE DEPT	505-3904-41226	540.26
WEX BANK	107681127 - TR	10/17/2025	WEX- DIESEL & GASOLINE	505-3904-43316	4,843.29
TURNER ELECTRIC MOTOR INC	85755	10/17/2025	TEST AND REPAIR PRESSURE ...	505-3904-47420	157.17
MARLIN LEASING CORPORATI...	41064409	10/24/2025	SOLID WASTE OPEN PO FY25/...	505-3904-43465	123.40
SILVERSKY INC	534403-SI	10/24/2025	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	110.80
VERIZON WIRELESS	6126058145	10/24/2025	SANITATION OPEN PO FY25/26	505-3904-43775	160.80
AUTOZONE STORES LLC	02529395554	10/31/2025	DSS HIGH DISCHARGE BULB	505-3904-47420	132.99
AUTOZONE STORES LLC	02529395554	10/31/2025	RUBBER TIPPED BLO	505-3904-47420	8.99
AUTOZONE STORES LLC	02529395554	10/31/2025	TUNER SPINN	505-3904-47420	21.33
PARKHILL SMITH & COOPER	04386624.00-7	10/31/2025	TASK ORDER T OR C BLM LAN...	505-3904-48599	5,375.28
ACCENT WIRE TIE	10087857	10/31/2025	12 X14' -0" SGL LOOP BALER T...	505-3904-44607	1,188.34
CACTUS RANCH NM STORE LLC	1020	10/31/2025	DTF AND PRESSING DESIGNS	505-3904-42620	228.24
CITY OF LAS CRUCES	113024	10/31/2025	SCSWA WASTE DISPOSAL	505-3904-45601	56,766.36
PARADIGM SOFTWARE LLC	16657	10/31/2025	TCNM-PARADIGM SOFTWARE	505-3904-43815	500.00
AMAZON CAPITAL SERVICES I...	1C1M-MQQL-TT4P	10/31/2025	HD ROUND 46 IN TABLE	505-3904-44613	969.22
AMAZON CAPITAL SERVICES I...	1HLR-4QD4-1NP7	10/31/2025	HD PORTABLE OUTDOOR BEN...	505-3904-44613	1,401.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WASTEQUIP MANUFACTURIN...	20INV000823796	10/31/2025	79296 Toter 96 GAL EVR 2	505-3904-44613	15,255.34
JACKSON COMPACTION	34479	10/31/2025	INSPECT/REPAIR/PARTS BALER	505-3904-47420	990.60
BARTOO SAND & GRAVEL INC	M60195	10/31/2025	BASE COARSE (DIRT)	505-3904-47415	286.40
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	SOLID WASTE DEPT	505-3904-41226	537.42
Fund 505 - Solid Waste Total:					185,151.79
Fund: 506 - WWTP					
JR AQUATIC SERVICES LLC	538	10/03/2025	WASTEWATER FIELD SUPPLIES	506-4005-44607	770.00
ESRI INC	900098711	10/03/2025	PROFESSIONAL SERVICES	506-4005-48598	2,384.25
XEROX CORP OLD	024357197	10/10/2025	WASTEWATER DEPT XEROX E...	506-4005-43465	158.20
4x4 SERVICES AND CONSULTS...	1013	10/10/2025	JESSE COLE CONTRACT FOR ...	506-4005-48598	948.28
NEW MEXICO ONE CALL INC	153011400 - WA	10/10/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	25.00
NEW MEXICO ONE CALL INC	153012724	10/10/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	8.50
NEW MEXICO ONE CALL INC	153013364	10/10/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	5.00
NEW MEXICO ONE CALL INC	153013718	10/10/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	5.00
NEW MEXICO ONE CALL INC	153013936	10/10/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	5.00
NEW MEXICO ONE CALL INC	153014134	10/10/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	5.00
NEW MEXICO ONE CALL INC	153014445	10/10/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	5.00
NEW MEXICO ONE CALL INC	153014571	10/10/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	5.00
NEW MEXICO ONE CALL INC	153014667	10/10/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	5.00
SUN VALLEY INC	182850/6	10/10/2025	OPEN PO FR SUN VALLEY - W...	506-4005-44607	7.02
SUN VALLEY INC	183049/6	10/10/2025	OPEN PO FR SUN VALLEY - W...	506-4005-44607	10.21
SUN VALLEY INC	183074/6	10/10/2025	OPEN PO FR SUN VALLEY - W...	506-4005-44607	3.13
SUN VALLEY INC	183118/6	10/10/2025	OPEN PO FR SUN VALLEY - W...	506-4005-44607	20.89
SUN VALLEY INC	183124/6	10/10/2025	OPEN PO FR SUN VALLEY - W...	506-4005-44607	66.02
BULLOCKS INC	1902	10/10/2025	OPEN PO FR BULLOCKS - WAT...	506-4005-44607	45.85
AMAZON CAPITAL SERVICES I...	1CDL-64CX-TX1F	10/10/2025	Phone and office supplies	506-4005-44606	33.09
AMAZON CAPITAL SERVICES I...	1XJL-MW64-999C	10/10/2025	Phone and office supplies	506-4005-44606	79.34
IDEXX DISTRIBUTION INC	3185878263	10/10/2025	WW LAB EQUIPMENT	506-4005-44605	67.52
IDEXX DISTRIBUTION INC	3185878264	10/10/2025	WW LAB EQUIPMENT	506-4005-44605	347.78
SANCO OIL LLC	58382	10/10/2025	OPEN PO FY 25-26 FOR FUEL...	506-4005-43316	60.80
CORTEZ GAS COMPANY	9/30/25	10/10/2025	WW- PROPANE GAS FOR OFFI...	506-4005-43316	135.74
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	WASTE WATER DEPT	506-4005-41226	168.84
VILLAGE OF WILLIAMSBURG	1016/2025	10/17/2025	SEWER RECEIPTS FY 2025 - 20...	506-4005-48798	3,153.70
WEX BANK	107681127 - WW	10/17/2025	WW FUEL OPEN PO FY25/26	506-4005-43316	676.97
EUROFINS ENVIRONMENTAL ...	8850025400	10/17/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	150.68
EUROFINS ENVIRONMENTAL ...	8850025501	10/17/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	629.61
EUROFINS ENVIRONMENTAL ...	8850025862	10/17/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	521.98
EUROFINS ENVIRONMENTAL ...	8850026070	10/17/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	182.96
EUROFINS ENVIRONMENTAL ...	8850026330	10/17/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850026333	10/17/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850026618	10/17/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	333.64
EUROFINS ENVIRONMENTAL ...	8850026763	10/17/2025	STORMWATER QUARTERLY TE...	506-4005-44605	75.34
EUROFINS ENVIRONMENTAL ...	8850026938	10/17/2025	QUARTERLY TESTING	506-4005-44605	565.03
EUROFINS ENVIRONMENTAL ...	8850026939	10/17/2025	QUARTERLY TESTING	506-4005-44605	893.29
EUROFINS ENVIRONMENTAL ...	8850026942	10/17/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
USA BLUEBOOK	INV00850984	10/17/2025	W/WW FIELD SUPPLIES	506-4005-44607	369.28
USA BLUEBOOK	INV00851177	10/17/2025	W/WW SAFETY EQUIPMENT	506-4005-44615	150.65
USA BLUEBOOK	INV00851211	10/17/2025	W/WW FIELD SUPPLIES	506-4005-44607	257.95
USA BLUEBOOK	INV00851325	10/17/2025	W/WW SAFETY EQUIPMENT	506-4005-44615	43.88
USA BLUEBOOK	INV00853544	10/17/2025	W/WW SAFETY EQUIPMENT	506-4005-44615	17.55
NEWGEN STRATEGIES AND SO...	21943	10/24/2025	WAWW COMPREHENSIVE SE...	506-4005-48598	690.86
NEWGEN STRATEGIES AND SO...	22165	10/24/2025	WAWW COMPREHENSIVE SE...	506-4005-48598	546.12
NEWGEN STRATEGIES AND SO...	22402	10/24/2025	WAWW COMPREHENSIVE SE...	506-4005-48598	1,384.90
MARLIN LEASING CORPORATI...	41064409	10/24/2025	WASTE WATER OPEN PO FY25...	506-4005-43465	246.78
SILVERSKY INC	534403-SI	10/24/2025	WASTE WATER DEPT OPEN PO...	506-4005-43815	110.79
VERIZON WIRELESS	6126058145	10/24/2025	WASTE WATER DEPT OPEN PO...	506-4005-43775	377.33
EUROFINS ENVIRONMENTAL ...	8850026623	10/24/2025	ADDED AMOUNT FOR MULTIP...	506-4005-44605	1,813.94
EUROFINS ENVIRONMENTAL ...	8850026623	10/24/2025	COMPOST TESTING	506-4005-44605	500.00
NMED GROUND WATER QUAL...	DP-1162 PERMIT FEE	10/31/2025	DISCHARGE PERMIT RENEWAL	506-4005-43770	7,000.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	WASTE WATER DEPT	506-4005-41226	168.84
Fund 506 - WWTP Total:					27,071.62

Fund: 508 - Golf Course

COUFAL PRATER EQUIPMENT ... 14272406	10/10/2025	ONSITE SERVICE FOR JOHN DE., 508-4303-47420	952.01
NM RETIREE HEALTH CARE PPE 2025-10-03	10/10/2025	GOLF COURSE 508-4303-41226	45.48
MASEK ROCKY MOUNTAIN GO...02-105547	10/17/2025	GOLF CART LEASE FY 24-25 M..., 508-4303-43465	979.28
MASEK ROCKY MOUNTAIN GO...02-106058	10/17/2025	GOLF CART LEASE FY 24-25 M... 508-4303-43465	979.28
SIMPSON NORTON CORPORAT..1675533-00	10/24/2025	102-4503M DRIVE ASSY 834S/...508-4303-30315	476.42
SIMPSON NORTON CORPORAT..1675533-00	10/24/2025	SHIPPING 508-4303-30315	35.00
SIMPSON NORTON CORPORAT..1675533-00	10/24/2025	990-65M 650-750-850 FLX50..508-4303-30315	92.00
SIMPSON NORTON CORPORAT..1675533-01	10/24/2025	102-4504M DRIVE ASSY 835S/...508-4303-30315	265.44
MARLIN LEASING CORPORATI... 41064409	10/24/2025	GOLF COURSE OPEN PO FY25/...508-4303-43465	246.78
WARM SPRINGS RENT ALL 58833	10/24/2025	EXTRA TIME TO FINISH REHAB... 508-4303-43465	329.00
WARM SPRINGS RENT ALL 58833	10/24/2025	TAXES 508-4303-43465	69.51
WARM SPRINGS RENT ALL 58833	10/24/2025	RENTAL OF REAR TINE TILLER 508-4303-43465	501.00
VERIZON WIRELESS 6126058145	10/24/2025	GOLF COURSE OPEN PO FY25/...508-4303-43775	69.50
TALON SEPTIC & POTTY SERVI... I3016	10/31/2025	OPEN PO PORTA POT RENTAL... 508-4303-43465	100.00
NM RETIREE HEALTH CARE PPE 2025-10-17	10/31/2025	GOLF COURSE 508-4303-41226	45.48
Fund 508 - Golf Course Total:			5,186.18

Fund: 509 - Muni Airport

TECH 45 AIRPORT MANAGEM...	001129	10/03/2025	MONTHLY MANAGEMENT AG...	509-4403-48598	18,808.14
XEROX CORP OLD	024357205	10/10/2025	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
TALON SEPTIC & POTTY SERVI...	I2997	10/17/2025	2 PORTA POTTYS FOR AIRPORT...	509-4403-47420	200.00
TALON SEPTIC & POTTY SERVI...	I2997	10/17/2025	HANDWASHING STATION	509-4403-47420	100.00
WINDSTREAM CORPORATION	101112924	10/15/2025	AIRPORT OPEN PO FY25/26	509-4403-43775	449.47
MARLIN LEASING CORPORATI...	41064409	10/24/2025	AIRPORT OPEN PO FY25/26	509-4403-43465	49.36
VERIZON WIRELESS	6126058145	10/24/2025	AIRPORT OPEN PO FY25/26	509-4403-43775	109.08
Fund 509 - Muni Airport Total:					19,747.63

Fund: 600 - Internal Serv

AUTOZONE STORES LLC 02529385665	10/03/2025	SUSPENSION STRUT AND COIL	600-7003-47420	389.32
OREILLY AUTO PARTS INC 2162-196842	10/03/2025	FULL SERVICE PARTS FOR NE...	600-7003-47420	401.56
JESSICA MULLER DBA FREED... 2231-4917710	10/03/2025	OPEN PO FOR FREEDOM AUTO...	600-7003-47420	1,040.00
JESSICA MULLER DBA FREED... 2231-4917787	10/03/2025	OPEN PO FOR FREEDOM AUTO...	600-7003-47420	150.00
JESSICA MULLER DBA FREED... 2231-5070449	10/03/2025	OPEN PO FOR FREEDOM AUTO...	600-7003-47420	80.00
CENTURY EQUIPMENT COMP... AP35217	10/03/2025	SLAM LATCH SET FOR 580M	600-7003-47420	62.57
OREILLY AUTO PARTS INC 2162-197316	10/10/2025	BULK FILTERS/TRK WIPERS/DEF	600-7003-44607	867.84
UNIFIRST HOLDINGS INC DBA ... 2880290644	10/10/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	52.87
UNIFIRST HOLDINGS INC DBA ... 2880293119	10/10/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	57.74
UNIFIRST HOLDINGS INC DBA ... 2880295565	10/10/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	57.74
UNIFIRST HOLDINGS INC DBA ... 2880298160	10/10/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	57.74
SIERRA AUTO PARTS LLC 339392	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	27.44
SIERRA AUTO PARTS LLC 339435	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	13.70
SIERRA AUTO PARTS LLC 339435	10/10/2025	ADDED FUNDS FOR PAYMENT	600-7003-47420	166.39
SIERRA AUTO PARTS LLC 339455	10/10/2025	ADDED FUNDS FOR PAYMENT	600-7003-47420	31.70
SIERRA AUTO PARTS LLC 339456	10/10/2025	ADDED FUNDS FOR PAYMENT	600-7003-47420	4.99
SIERRA AUTO PARTS LLC 339520	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	198.08
SIERRA AUTO PARTS LLC 339549	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	98.28
SIERRA AUTO PARTS LLC 339559	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	36.39
SIERRA AUTO PARTS LLC 339560	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	98.28
SIERRA AUTO PARTS LLC 339563	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	188.31
SIERRA AUTO PARTS LLC 339568	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	19.96
SIERRA AUTO PARTS LLC 339590	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	19.96
SIERRA AUTO PARTS LLC 339615	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	86.64
SIERRA AUTO PARTS LLC 339616	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	53.48
SIERRA AUTO PARTS LLC 339654	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	83.82
SIERRA AUTO PARTS LLC 339670	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	178.12
SIERRA AUTO PARTS LLC 339684	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	74.34
SIERRA AUTO PARTS LLC 339714	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	19.96
SIERRA AUTO PARTS LLC 339751	10/10/2025	SHOP SUPPLIES	600-7003-44607	29.13

AP EOM REPORT OCTOBER 2025

Payment Dates: 10/1/2025 - 10/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	339765	10/10/2025	SHOP SUPPLIES	600-7003-44607	14.83
SIERRA AUTO PARTS LLC	339766	10/10/2025	SHOP SUPPLIES	600-7003-44607	29.99
SIERRA AUTO PARTS LLC	339793	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	210.31
SIERRA AUTO PARTS LLC	339797	10/10/2025	SHOP SUPPLIES	600-7003-44607	10.99
SIERRA AUTO PARTS LLC	339802	10/10/2025	SHOP SUPPLIES	600-7003-44607	17.46
SIERRA AUTO PARTS LLC	339859	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	45.98
SIERRA AUTO PARTS LLC	339860	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	218.14
SIERRA AUTO PARTS LLC	339882	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	57.59
SIERRA AUTO PARTS LLC	339910	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	35.28
SIERRA AUTO PARTS LLC	339911	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	23.24
SIERRA AUTO PARTS LLC	339912	10/10/2025	SHOP SUPPLIES	600-7003-44607	279.99
SIERRA AUTO PARTS LLC	339969	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	213.63
SIERRA AUTO PARTS LLC	339970	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	86.22
SIERRA AUTO PARTS LLC	340025	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	19.96
SIERRA AUTO PARTS LLC	340026	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	28.42
SIERRA AUTO PARTS LLC	340215	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	204.45
SIERRA AUTO PARTS LLC	340216	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	688.79
SIERRA AUTO PARTS LLC	340217	10/10/2025	SHOP SUPPLIES	600-7003-44607	13.24
SIERRA AUTO PARTS LLC	340265	10/10/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	191.31
SERVICE CENTER BANK OF AM...	5262	10/10/2025	REGISTRATION @\$995/PER P...	600-7003-42720	1,990.00
SERVICE CENTER BANK OF AM...	5262	10/10/2025	ESTIMATED PER DIEM MEALS ...	600-7003-42720	127.86
SERVICE CENTER BANK OF AM...	5262	10/10/2025	ESTIMATE PER DIEM MEALS F...	600-7003-42720	127.86
SERVICE CENTER BANK OF AM...	5262	10/10/2025	LODGING-HOLIDAY INN EXPR...	600-7003-42720	558.12
NM RETIREE HEALTH CARE	PPE 2025-10-03	10/10/2025	FLEET SERVICE CENTER	600-7003-41226	214.01
RJ BORDER INTERNATIONAL	X400127260.01	10/10/2025	VARIOUS BATTERIES FOR VEH...	600-7003-47420	1,764.09
WEX BANK	107681127 - FLT	10/17/2025	FUEL FOR SERVICE CENTER VE...	600-7003-43316	303.27
REEDS TIRE CENTER	16616	10/17/2025	OPEN PO FOR TIRES	600-7003-44626	27.09
AMAZON CAPITAL SERVICES I...	1J6W-RHKJ-GD1X	10/17/2025	PTO DRIVE CABLE REPLACEM...	600-7003-47420	21.98
OREILLY AUTO PARTS INC	2162-198157	10/17/2025	REPAIR AND MAINT FOR ALL C...	600-7003-47420	19.61
RJ BORDER INTERNATIONAL	R400036189.01	10/17/2025	REPAIRS ON LIFT ARM FOR 62...	600-7003-47420	6,750.85
RJ BORDER INTERNATIONAL	R400036618.01	10/17/2025	DIAGNOSTICS-	600-7003-47420	369.60
MARLIN LEASING CORPORATI...	41064409	10/24/2025	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.04
VERIZON WIRELESS	6126058145	10/24/2025	SERVICE CENTER OPEN PO FY...	600-7003-43775	234.86
4 RIVERS EQUIPMENT	1850373	10/31/2025	OIL/FUEL/AIR FILTERS FOR FU...	600-7003-47420	307.27
4 RIVERS EQUIPMENT	1850373	10/31/2025	SHIPPING	600-7003-47420	100.00
OREILLY AUTO PARTS INC	2162-199744	10/31/2025	REPAIR AND MAINT FOR ALL C...	600-7003-47420	36.50
OREILLY AUTO PARTS INC	2162-199745	10/31/2025	REPAIR AND MAINT FOR ALL C...	600-7003-47420	9.90
JESSICA MULLER DBA FREED...	2231-4917658	10/31/2025	OPEN PO FOR FREEDOM AUTO...	600-7003-47420	1,040.00
JESSICA MULLER DBA FREED...	2231-5070466	10/31/2025	NEW WINDSHIELDS FOR ACQU...	600-7003-47420	411.00
BORDER RECAPING LLC BMO..	25-0302750-003	10/31/2025	OPEN PO FOR BORDER TIRE	600-7003-44626	618.00
TERRYS TIRE & ALIGNMENT INC	26157	10/31/2025	4 WHEEL ALIGNMENT	600-7003-47420	140.83
NM RETIREE HEALTH CARE	PPE 2025-10-17	10/31/2025	FLEET SERVICE CENTER	600-7003-41226	189.07
				Fund 600 - Internal Serv Total:	22,471.98
				Grand Total:	2,141,716.79

Report Summary**Fund Summary**

Fund	Payment Amount
101 - General	333,891.85
201 - Corrections	2,612.70
209 - Fire	12,869.95
211 - Law Enforce Prot	8,497.72
214 - Lodgers Tax	44,948.26
216 - Muni Street	199,618.78
294 - State Library	469.53
295 - Muni Pool	156.75
296 - PD GRT	2,013.03
299 - SPECIAL REVENUE FUNDS	519.41
303 - Vet Wall	247.22
315 - CI Reserve	174,688.99
320 - USDA WATER SYSTEM IMPROVEMENTS	71,605.37
340 - ROAD/STREET PROJECTS	4,172.62
360 - NMFA PROJECTS	539.08
380 - OTHER STATE FUNDED PROJECTS	466,382.43
403 - Pledge State DEBT SERVICE	35,632.32
501 - Cemetery	1,200.00
502 - UTILITY OFFICE-UTILITY BILLING	26,163.34
503 - Electric	460,099.86
504 - Water	35,758.38
505 - Solid Waste	185,151.79
506 - WWTP	27,071.62
508 - Golf Course	5,186.18
509 - Muni Airport	19,747.63
600 - Internal Serv	22,471.98
Grand Total:	2,141,716.79

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42310	PER DIEM-GOVERNING ...	574.00
101-1000-42720	EMPLOYEE TRAINING-G...	400.00
101-1000-43597	ATTORNEY FEES-GOVER...	4,231.28
101-1000-43598	PROFESSIONAL SERV-G...	3,238.12
101-1001-41226	RETIREE INSURANCE	352.76
101-1001-43465	RENT OF EQUIPMENT	246.78
101-1001-43740	PRINTING/PUBLISHING	337.83
101-1001-43770	SUBSCRIPTION & DUES	187.06
101-1001-43775	TELEPHONE	258.70
101-1001-44606	OFFICE SUPPLIES	812.35
101-1001-47410	MAINTENANCE CONTRA...	3,031.37
101-1003-41226	RETIREE INSURANCE	365.40
101-1003-42310	PER DIEM-OFF CITY MA...	432.63
101-1003-42720	EMPLOYEE TRAINING-OF...	400.00
101-1003-43316	FUEL	61.40
101-1003-43465	RENT OF EQUIPMENT	534.32
101-1003-43775	TELEPHONE	344.40
101-1003-44606	OFFICE SUPPLIES	473.78
101-1004-41226	RETIREE INSURANCE	1,077.15
101-1004-42310	PER DIEM-ADMIN OFFIC...	690.26
101-1004-42720	EMPLOYEE TRAINING-A...	346.80
101-1004-43316	FUEL	65.59
101-1004-43465	RENT OF EQUIPMENT	296.14
101-1004-43740	PRINTING/PUBLISHING	442.17
101-1004-43770	SUBSCRIPTION & DUES	575.00
101-1004-43775	TELEPHONE	313.67
101-1004-43999	OPERATING COSTS	50.69

Account Summary

Account Number	Account Name	Payment Amount
101-1004-44606	OFFICE SUPPLIES	120.60
101-1004-48599	OTHER CONTRACTUAL S...	500.15
101-1006-41226	RETIREE INSURANCE	343.88
101-1006-42720	EMPLOYEE TRAINING-AN..	592.68
101-1006-43316	FUEL	68.95
101-1006-43775	TELEPHONE	109.53
101-1006-44606	OFFICE SUPPLIES	109.69
101-1006-44607	FIELD SUPPLIES	244.43
101-1006-48598	PROFESSIONAL SERVICES	1,898.09
101-1007-41226	RETIREE INSURANCE	2,721.52
101-1007-43316	FUEL	8,702.53
101-1007-43465	RENT OF EQUIPMENT	809.09
101-1007-43775	TELEPHONE	1,191.53
101-1007-44606	OFFICE SUPPLIES	102.96
101-1007-48598	PROFESSIONAL SERVICES	2,400.00
101-1007-48599	OTHER CONTRACTUAL S...	55,101.00
101-1008-41226	RETIREE INSURANCE	242.68
101-1008-42620	UNIFORMS LINEN-CODE ...	65.01
101-1008-42720	EMPLOYEE TRAINING-C...	733.43
101-1008-43316	FUEL	378.21
101-1008-43740	PRINTING/PUBLISHING	50.00
101-1008-43775	TELEPHONE	214.32
101-1008-44607	FIELD SUPP-CODE ENF/...	314.25
101-1009-41226	RETIREE INSURANCE	184.44
101-1009-42620	UNIFORMS/LINEN-MUNI...	817.92
101-1009-42720	EMPLOYEE TRAINING-M...	638.14
101-1009-43316	FUEL	1,118.77
101-1009-43465	RENT OF EQUIPMENT	2,446.78
101-1009-43775	TELEPHONE	133.81
101-1009-44607	FIELD SUPPLIES-MUNI R...	2,025.67
101-1009-47415	MAINTENANCE--REPAIRS..	1,000.00
101-1009-47420	MAINTENANCE VEHICLE...	294.45
101-1010-41226	RETIREE INSURANCE	205.34
101-1010-43775	TELEPHONE	49.86
101-1010-44606	OFFICE SUPPLIES	166.40
101-1010-48598	PROFESSIONAL SERVICES	16,904.13
101-1011-41226	RETIREE INSURANCE	617.32
101-1011-43775	TELEPHONE	169.10
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	FUEL	304.63
101-1014-41226	RETIREE INSURANCE	515.08
101-1014-43316	FUEL	817.98
101-1014-43403	REGULAR BUILDING MA...	2,476.73
101-1014-43465	RENT OF EQUIPMENT	74.04
101-1014-43775	TELEPHONE	108.22
101-1014-44607	FIELD SUPPLIES-FACILITY...	2,107.68
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	474.32
101-1017-48599	OTHER CONTRACTUAL S...	37,374.64
101-1018-43780	UTILITIES	158,495.62
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,440.38
101-1018-46732	GENERAL LIABILITY INSU...	3,592.80
101-1099-34348	RENT OF PUBLIC FACILIT...	1,975.00
201-1903-48598	PROFESSIONAL SERVICES..	1,512.70
201-1903-48710	CARE OF PRISONERS-SIE...	1,100.00
209-1603-43316	FUEL	148.58
209-1603-43465	RENT OF EQUIPMENT	498.40
209-1603-43775	TELEPHONE	259.77

Account Summary

Account Number	Account Name	Payment Amount
209-1603-43999	OPERATING COSTS	6,710.00
209-1603-44607	FIELD SUPPLIES	4,355.08
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
209-1603-47420	MAINTENANCE VEHICLE...	372.50
211-2003-42535	EMPLOYEE TRAINING	722.22
211-2003-44573	UNIFORM & EQUIPMENT	3,224.97
211-2003-44607	FIELD SUPPLIES	1,603.71
211-2003-47420	MAINTENANCE-VEHICLE...	2,946.82
214-2503-41226	RETIREE INSURANCE	111.64
214-2503-44608	FIELD SUPPLIES - GOLF ...	2,759.64
214-2540-43775	TELEPHONE	69.50
214-2540-60725	CITY PORTION SUB-RECIP..	35,865.70
214-2560-60725	MARKETING SUB-RECIPI...	6,141.78
216-4503-42620	UNIFORM LINEN-MUNI ...	358.02
216-4503-43316	FUEL	3,171.47
216-4503-43465	RENT OF EQUIPMENT	198.07
216-4503-43550	ROADWAY MAINTENAN...	20,848.71
216-4503-43770	SUBSCRIPTION & DUES	5,538.00
216-4503-44607	FIELD SUPPLIES-STREETS	609.58
216-4503-44615	SAFETY EQUIPMENT	87.99
216-4503-47420	MAINT.VEHICLE/FURN/...	1,370.72
216-4503-80810	OTHER CAPITAL EQUIPM...	167,436.22
294-5003-32393	STATE LIBRARY GRANT- ...	469.53
295-4803-41226	RETIREE INSURANCE	38.93
295-4803-43465	RENT OF EQUIPMENT	49.36
295-4803-43775	TELEPHONE	68.46
296-2403-48598	PROFESSIONAL SERVICES	2,013.03
299-7051-48710	Professional Serv -BFAS ...	519.41
303-4703-43775	TELEPHONE	247.22
315-7027-48598	ProfServ/Con- B-23-CP-...	124,712.94
315-8010-45600	ENTITY MATCH	49,976.05
320-6603-80860	INFRASTRUCTURE	71,605.37
340-7032-45600	ENTITY MATCH	4,172.62
360-7044-80860	INFRASTRUCTURE	539.08
380-7034-80860	INFRASTRUCTURE	451,390.43
380-7053-44607	Supplies/Equipment- FY...	4,992.00
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	9,373.54
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,438.95
403-1203-90905	DEBT SERVICE PRINCIPAL...	2,572.83
403-1203-90910	DEBT SERVICE INTEREST	7,431.42
403-1203-90925	COMMITMENTS & OTHE...	125.00
501-1803-34355	OTHER CHARGES FOR SE...	200.00
501-1803-47415	MAINTENANCE--REPAIRS..	1,000.00
502-3601-41226	RETIREE INSURANCE	428.64
502-3601-42310	PER DIEM-UTILITY OFFICE	42.27
502-3601-42720	Employee Training & Tra...	822.22
502-3601-43316	FUEL	96.52
502-3601-43465	RENT OF EQUIPMENT	708.44
502-3601-43735	POSTAGE & MAIL SERVI...	20,000.00
502-3601-43770	SUBSCRIPTIONS & DUES	2,060.39
502-3601-43775	TELEPHONE	203.75
502-3601-44606	OFFICE SUPPLIES	1,706.30
502-3601-47420	MAINTENANCE-VEHICLE...	94.81
503-3702-41226	RETIREE INSURANCE	822.53
503-3702-42620	UNIFORM/LINEN-ELECTR..	42.00
503-3702-42720	EMPLOYEE TRAINING-EL...	600.00
503-3702-43316	FUEL	1,411.97

Account Summary

Account Number	Account Name	Payment Amount
503-3702-43465	RENT OF EQUIPMENT	123.40
503-3702-43770	SUBSCRIPTION & DUES	1,860.00
503-3702-43775	TELEPHONE	271.48
503-3702-43815	SOFTWARE LIC/SOFTWA...	110.80
503-3702-44607	FIELD SUPPLIES	75,360.70
503-3702-44613	NON-CAPITAL ITEMS	596.48
503-3702-47420	MAINTENANCE-VEHICLE...	904.79
503-3702-48598	PROFESSIONAL SERVICES	14,252.90
503-3702-50795	WHOLESALE POWER CO...	363,742.81
504-3803-41226	RETIREE INSURANCE	675.56
504-3803-42720	EMPLOYEE TRAINING-W...	1,061.90
504-3803-43316	FUEL	2,373.16
504-3803-43465	RENT OF EQUIPMENT	49.36
504-3803-43770	SUBSCRIPTION/DUES	9,699.64
504-3803-43775	TELEPHONE	270.53
504-3803-43797	WATER CONSERVATION...	1,249.41
504-3803-43815	SOFTWARE LIC/SOFTWA...	110.80
504-3803-44605	CHEMICALS/LABORATO...	1,692.17
504-3803-44606	OFFICE SUPPLIES	170.95
504-3803-44607	FIELD SUPPLIES-WATER ...	9,016.05
504-3803-44615	SAFETY EQUIPMENT	212.07
504-3803-48598	PROFESSIONAL SERVICES	9,176.78
505-3904-41226	RETIREE INSURANCE	1,077.68
505-3904-42620	UNIFORM/LINEN-SOLID...	381.61
505-3904-42720	EMPLOYEE TRAINING-SO...	630.50
505-3904-43316	FUEL	4,843.29
505-3904-43403	REGULAR BUILDING MA...	10,759.21
505-3904-43465	RENT OF EQUIPMENT	153.58
505-3904-43775	TELEPHONE	160.80
505-3904-43815	SOFTWARE LIC/SOFTWA...	610.80
505-3904-44606	OFFICE SUPPLIES	80.26
505-3904-44607	FIELD SUPPLIES-SOLID ...	1,188.34
505-3904-44613	NON-CAPITAL ITEMS	40,401.37
505-3904-44615	SAFETY EQUIPMENT	465.62
505-3904-45601	WASTE DISPOSAL	117,425.97
505-3904-47415	MAINTENANCE--REPAIRS..	286.40
505-3904-47420	MAINTENANCE-VEHICLE...	1,311.08
505-3904-48599	OTHER CONTRACTUAL S...	5,375.28
506-4005-41226	RETIREE INSURANCE	337.68
506-4005-43316	FUEL	873.51
506-4005-43465	RENT OF EQUIPMENT	404.98
506-4005-43770	SUBSCRIPTION & DUES	7,068.50
506-4005-43775	TELEPHONE	377.33
506-4005-43815	SOFTWARE LIC/SOFTWA...	110.79
506-4005-44605	CHEMICALS/LABORATO...	6,915.86
506-4005-44606	OFFICE SUPPLIES	112.43
506-4005-44607	FIELD SUPPLIES-WASTE...	1,550.35
506-4005-44615	SAFETY EQUIPMENT	212.08
506-4005-48598	PROFESSIONAL SERVICES	5,954.41
506-4005-48798	VILLAGE OF WILLIAMS...	3,153.70
508-4303-30315	GOVT. GROSS RECEIPTS ...	868.86
508-4303-41226	RETIREE INSURANCE	90.96
508-4303-43465	RENT OF EQUIPMENT	3,204.85
508-4303-43775	TELEPHONE	69.50
508-4303-47420	MAINTENANCE VEHICLE...	952.01
509-4403-43465	RENT OF EQUIPMENT	80.94
509-4403-43775	TELEPHONE	558.55
509-4403-47420	MAINTENANCE VEH/EQU..	300.00

Account Summary

Account Number	Account Name	Payment Amount
509-4403-48598	PROFESSIONAL SERVICES	18,808.14
600-7003-41226	RETIREE INSURANCE	403.08
600-7003-42620	UNIFORMS/LINEN	226.09
600-7003-42720	EMPLOYEE TRAINING	2,803.84
600-7003-43316	FUEL	303.27
600-7003-43465	RENT OF EQUIPMENT	74.04
600-7003-43775	TELEPHONE	234.86
600-7003-44607	FIELD SUPPLIES	1,263.47
600-7003-44626	VEHICLE TIRES	645.09
600-7003-47420	MAINTENANCE-VEHICLE...	<u>16,518.24</u>
Grand Total:		<u>2,141,716.79</u>

Project Account Summary

Project Account Key	Payment Amount
None	<u>2,141,716.79</u>
Grand Total:	<u>2,141,716.79</u>



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: G.6

SUBJECT: Purchase report of items between \$20,000 and \$60,000
DEPARTMENT: Finance/Procurement/Managers
DATE SUBMITTED: November 13, 2025
SUBMITTED BY: Jocelyn Holguin, Chief Financial Officer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

G. Consent Calendar Item #6 Purchase report of items between \$20,000 and \$60,000-Managers Report: Well 1- Water GO Bonds/ Mauldin Drilling

GO BOND 2024 WATER BOND-WELL 1 REPAIR-MAULDIN DRILLING

Recommendation:

Per the attached documentation the City issued a Small Purchase Determination to utilize GO Bonds 2024 to repair Well 1 due to a failed pump. There has been a series of Well system issues that have recently occurred, and the City is taking corrective measures to assure the residents experience minimal interruptions. Under the City Managers guidance, we moved forward with Mauldin Drilling to assist on the repairs for Well 1. Thank you.

-

Attachments:

- Small Purchase Determination 13-1-125 of the New Mexico Procurement Code
- Supporting Quote and Bond Release Form GO Bond 2024

-

Fiscal Impact (Finance): Yes

Yes, see attached: \$41,833.65

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Traci Alvarez, Assistant City Manager

Reviewed by: ☐ City Clerk ☒ Finance ☐ Legal ☒ Other: Jamie Formen, Interim Water Supervisor

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11/19/2025

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

PROCUREMENT MEMO WELL #1

November 10, 2025

To Whom It May Concern:

RE: 13-1-125 SMALL PURCHASE MAULDIN DRILLING LLC-WATER BOND

The City shall be utilizing the procurement code to procure the services of Mauldin Drilling LLC. The City Well #1 has a failed pump and the City is conducting efforts to keep the community functioning with the best of our abilities. The City will be utilizing the Water GO Bond Loan #PPRF-64672024 to cover the expenses associated with this time sensitive procurement.

The request is for **\$41,833.65** including NM GRT and Bond requirement. Based on these conditions a Small Purchase Determination has been issued in accordance with the procurement code. Please see attached supporting materials.

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

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

Best Regards,

Jocelyn Holguin
Chief Financial Officer (CFO)
jholguin@torcnm.org
575.740.7323

CC: G. Whitehead, Manager, T. Alvarez, Assistant City Manager, J. Foreman, Interim Water Supervisor and C. Miyagishima, Chief Procurement Officer

Mauldin Drilling, LLC

Estimate

P.O. Box 131
Williamsburg, NM 87942

Date	Estimate #
11/10/2025	642

Name / Address
City of Truth or Consequences 505 Sims St. Truth or Consequences, NM 87901

			Project
Description	Qty	Rate	Total
Well # 1			
Pull old Pump		4,200.00	4,200.00T
Clean well with air compressor		6,000.00	6,000.00T
475S300-3 30 HP submersible pump 460V 3 ph		14,870.00	14,870.00
6" check valve		1,350.00	1,350.00
New 6" black T&C drop pipe		7,450.00	7,450.00
Installation of equipment		4,200.00	4,200.00T
Bond		2,360.00	2,360.00T
Mo Bond			
Subtotal			\$40,430.00
Sales Tax (8.375%)			\$1,403.65
Total			\$41,833.65

RECEIVED
NOV 10 2025
BY: 



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

WATER GO BOND 2024 PRE-RELEASE FORM

VENDOR NAME:	<u>MAULDIN DRILLING, LLC</u>
ADDRESS:	<u>PO BOX 131 WILLIAMSBURG, NM 87942</u>
CONTACT #:	<u>575-894-3192</u>

ATTACH TASK ORDER /QUOTE TASK ORDER NO. <u>9/30/2025</u> VENDOR QUOTE# <u>642</u>	\$41,833.65
--	--------------------

Change Task Order No. _____ Date: _____ Increased Amount \$ _____
--

WATER BOND \$250,000.00	LOAN #PPRF-6467 2024 for Expense	SUBMITTED FOR PAYMENT ON:	
--	---	----------------------------------	--

Authorized Signature: <u>Traci Alvarez</u>	Date: <u>11-7-2025</u>
---	-------------------------------

Please note: Must follow the Procurement Code accordingly. For auditing purposes, your bond payment will be held in a separate trust account and may only be released to the person whose name appears on this form. The City of T or C will deduct the cost of any damages. If the cost exceeds the original Task Order, an additional task order and quote (s) shall be provided by vendor, for tracking, adjustments and payments.

OFFICE USE ONLY

☐ Refund Full Amount-Invoices Sent to Traci Alvarez: talvarez@tornm.org

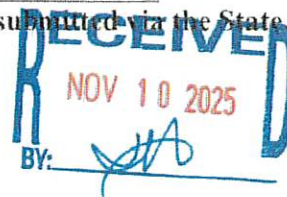
Amount held due to: ☐ Property damage \$ _____

☐ Work not completed

☐ Other/Amount \$ _____

Commission Approval (Over \$20 thousand): _____

*In Lieu of a Purchase Order this Form is for payments to be submitted via the State





Water conservation - LOVES

From Whitehead, Gary <gwhitehead@torcnm.org>

Date Mon 11/3/2025 5:54 PM

To Foreman, Jamie <jforeman@torcnm.org>; Renfro, Sonya <srenfro@torcnm.org>; Smith, Buster <bsmith@torcnm.org>; Hechler, Rolf <rhechler@torcnm.org>; Munoz, Johanna <jmunoz@torcnm.org>; Gaston, Carrie <cgaston@torcnm.org>

Cc Easley, Bo <beasley@torcnm.org>; Alvarez, Traci <talvarez@torcnm.org>; Munoz, Johanna <jmunoz@torcnm.org>; Holguin, Jocelyn <jholguin@torcnm.org>; Jaime Rubin <jrubin@zianet.com>; jezzys@yahoo.com <jezzys@yahoo.com>

Hello All,

As some of you may be aware, the city water department has 3 wells that are now out of service. Well 2 – under construction. Well 1 – failed pump. Maulding drilling has provided a quote and is Preparing to install this week. Well 6 failed today. – This may be simple. Maulding drilling will pull Well 6 tomorrow. Maulding thinks it could be an electrical problem. The repair could be simple unless The pump has failed. If well 6 requires a new pump, repair will be next week. Our 2 active wells are Producing approximately 700 GPM. We will continue to monitor the tank levels.

We are currently selling water via a hydrant meter to LOVES for construction purposes. We have reached out to

The construction manager and request a full STOP on this delivery method until we can get one (1) of our well

Back online.

Jamie and Sonya; please make the necessary arrangements to provide reclaimed water at the truck fill LOVE project.

Please meter the water. I will work out the details to provide them with this water for not more that 7 days at no cost

To offset the inconvenience for hauling water.

Gary Whitehead

City Manager

401 McAdoo

Truth or Consequences, NM 87901

575-894-6681

575-740-7649 Cell





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: H.1

SUBJECT: Resolution No. 22 25/26 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: November 13, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 22 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

- Resolution No 22 25/26
- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 11-19-25



RESOLUTION NO. 22 25/26

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

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

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

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

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

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

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

PASSED, ADOPTED and APPROVED this **19th day of November, 2025**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2025-26 11/19/2025
DFA Resolution Number: 22 25/26 Fully Executed Agreements
BAR NUMBER 6

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	294	294-5003-32394	Library-State In Aid Grant Rev	Revenue	\$ -	\$ 15,000	\$ 15,000	Library State In Aid Grant FY26
	294	294-5003-60835	Library-State In Aid Grant Exp	Expense	\$ -	\$ 15,000	\$ 15,000	Library State In Aid Grant FY26
2	312	312-7066-32375	R&R Airport-Other State Grant TCS-26-01	Revenue	\$ -	\$ 20,000	\$ 20,000	NM DOT FY26 Grant TCS-26-01 Airfield Maintenance & Consumables
	312	312-7066-47415	R&R Airport-Maint Grounds /Roadways TCS-26-01	Expense	\$ -	\$ 20,000	\$ 20,000	NM DOT FY26 Grant TCS-26-01 Airfield Maintenance & Consumables
	312	312-7066-45600	R&R Airport-Entity Match TCS-26-01	Expense	\$ -	\$ 2,000	\$ 2,000	NM DOT FY26 Grant TCS-26-01 Airfield Maintenance & Consumables
	312	312-7066-39935	R&R Airport-Transfer In TCS-26-01	Revenue	\$ -	\$ 22,000	\$ 22,000	NM DOT FY26 Grant TCS-26-01 Airfield Maintenance & Consumables
	101	101-1099-49930	GF- Transfer Out	Expense	\$ 2,647,933.00	\$ 22,000	\$ 2,569,933	NM DOT FY26 Grant TCS-26-01 Airfield Maintenance & Consumables
	101	101-1099-39935	GF- Transfer In	Revenue	\$ 1,124,949.00	\$ 20,000	\$ 1,144,949	NM DOT FY26 Grant TCS-26-01 Airfield Maintenance & Consumables
	312	312-7066-49930	R&R Airport-Transfer Out TCS-26-01	Expense	\$ -	\$ 20,000	\$ 20,000	NM DOT FY26 Grant TCS-26-01 Airfield Maintenance & Consumables
3	299	299-7067-32375	AS-Prof Serv Vet Med SB57	Revenue	\$ -	\$ 40,000	\$ 40,000	NM Board of Veterinary Medicine Grant FY26
	299	299-7067-46598	AS-Other State Grant Vet Med SB57	Expense	\$ -	\$ 40,000	\$ 40,000	NM Board of Veterinary Medicine Grant FY26
4	299	299-7052-32375	PD-State Grant Crisis Intervention	Revenue	\$ -	\$ 41,476	\$ 41,476	2022-2023 Byrne State Crisis Intervention Program Grant 15PBJA-23-GG-00024-BSCI
	299	299-7052-40110	PD-Salary & Wages Crisis Intervention	Expense	\$ -	\$ 18,000	\$ 18,000	2022-2023 Byrne State Crisis Intervention Program Grant 15PBJA-23-GG-00024-BSCI
	299	299-7052-42310	PD-Travel Crisis Intervention	Expense	\$ -	\$ 1,000	\$ 1,000	2022-2023 Byrne State Crisis Intervention Program Grant 15PBJA-23-GG-00024-BSCI
	299	299-7052-43999	PD-Other Costs Crisis Intervention	Expense	\$ -	\$ 736	\$ 736	2022-2023 Byrne State Crisis Intervention Program Grant 15PBJA-23-GG-00024-BSCI
	299	299-7052-48599	PD-Contractual Services Crisis Intervention	Expense	\$ -	\$ 21,740	\$ 21,740	2022-2023 Byrne State Crisis Intervention Program Grant 15PBJA-23-GG-00024-BSCI
5	101	101-1001-40125	Clerks-Overtime	Expense	\$ 200.00	\$ 300	\$ 500	Budget Short Fall
		101-1001-43485	Clerks-Rent of Equip	Expense	\$ 3,000.00	\$ 3,000	\$ 6,000	Budget Short Fall Sharp Rental Fees & Overages
		101-1001-48599	Clerks-Other Contractual Serv	Expense	\$ 1,315.00	\$ 4,700	\$ 6,015	IWORQ subscription Upgrade
6	293	293-5103-37388	Vet Perp-Columbarium Rev	Revenue	\$ -	\$ 775	\$ 775	Budget Short Fall
6	293	293-5103-44810	Vet Perp-Columbarium Exp	Expense	\$ -	\$ 775	\$ 775	Budget Short Fall
						\$ -		

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

Rolf Hechler, Mayor

(Date)

Salcedo, Kerin

From: Alvarez, Traci
Sent: Friday, November 7, 2025 2:06 PM
To: Salcedo, Kerin
Cc: Holguin, Jocelyn; Whitehead, Gary
Subject: BAR Request - 11-19-2025
Attachments: 2. TCS-26-01 AIRFIELD MAINTENANCE CONSUMABLES_Executed.pdf; 2. FY26 Library State Grant.pdf; 3. 1102370_Construction Agreement_signed by legal.pdf

Good afternoon, Kerin,

Would it be possible to add these to the BAR for the meeting on 11-19-2025? I have attached the applicable documents. (I might have sent you one of these already).

FY 26 State Grants-in-Aid to Public Libraries Grant Agreement - \$15,000.00 – Library *22 25/26 #1*
Grant agreement is fully executed – will be presented to Commission on 11-19 for acceptance.

FY 26 Airfield Maintenance & Consumables NMDOT Aviation Grant Agreement – Airport *22 25/26 #2*
\$22,000.00 (\$20,000.00 GRANT/\$2,000.00 MATCH) –
Grant agreement is fully executed – will be presented to Commission on 11-19 for acceptance.

NMDOT Transportation Alternatives Program (TAP) Grant Agreement CN 1102370 – Streets *23 25/26 #1*
\$555,937.00 (\$474,990.73 Grant/\$80,944.11 Match) – *We might use some or all in kind services for the match amount*
Grant agreement will be presented to Commission on 11-19 for signature and then submitted to NMDOT for final execution.

Thank you for your assistance
Traci

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565
<https://www.torcnm.org/>
talvarez@torcnm.org



DOCUMENT #1

State Grants-in-Aid to Public Libraries Agreement
For FY2026

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Truth or Consequences Public Library**, located in **T or C, NM**, hereinafter called the **Recipient**.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed

Fifteen Thousand Dollars and No Cents

(\$15,000.00) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Fully expend state grants-in-aid funds before **June 30, 2026**;
6. Failure to fully expend state grants-in-aid funds before June 30, 2026, will result in denial of fiscal year 2027 state grants-in-aid;
7. In the event of an extension, this agreement will continue through the life of the grant and subsequent extensions unless terminated by any party;
8. No later than August 12, 2026, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and

9. Sign and return this Agreement to NMSL *within 60* days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation.

III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature below certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Recipient Signature

Authorized Agent Signature: *Mayer Rolf Hechler* Date: 10/17/2025
Signed by: 881028006F73041B...

X My signature above verifies that I am an authorized agent with authority to enter into a legal contract with the State of New Mexico.

Print Name of Authorized Agent: Rolf Hechler

Official Title of Authorized Agent: Mayor

NMSL Signature

New Mexico State Librarian Signature: *Eli Guinee* Date: 10/17/2025
Signed by: 88F31E9430424FA...

New Mexico State Librarian Print Name: Eli Guinee

State Grants-in-Aid Expenditures Guidance Sheet

The state aid program is intended to *supplement* and *encourage* local effort in providing local library service and *is not* intended to be a main source of operating revenue.

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to New Mexico public libraries. Recognized public libraries must meet all eligibility requirements outlined in the 4.5.2 NMAC to receive state aid. *ALL* state aid funds must be fully expended or encumbered *before* June 30 each year.

This is not an exhaustive list of allowable and non-allowable expenditures. If you have questions as how to expend state aid grant funds, contact the Library Development Bureau *prior* to making purchases, 1-800-340-3890 / SL.Development@dca.nm.gov

Allowable Expenditures - State aid **can** be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
 - Non-traditional circulating/educational items may also be allowable, e.g., board games, sewing machines, cake pans, cookie cutters, etc. Contact the Development Bureau with questions.
- Library Staff Salaries
 - Regular library staff salaries for their work within the library. Paying a part-time/substitute library staff member or a summer intern may also be allowable.
- Library Staff Professional Development
 - Library staff to attend in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, ARSL, PLA, etc.), and other library-related training and workshops (e.g., youth services workshops, etc.). This includes registration and travel costs (including lodging & meals).
 - Library staff training (in-person and online) that relates to library services/issues, is organized and held at the library, or other locations, etc. may also be allowable.
- Library Equipment
 - Equipment associated with meeting the information needs of library patrons such as public computers, printers, wireless routers, scanners, software, and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
 - Expenditures associated with the delivery of library services, such as the library's catalog, library program supplies, library electric bill, library phone bill, directional signage, copy paper, security costs, etc.
 - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts.

See page 2 for Non-Allowable Expenditures →

Non-Allowable Expenditures - State aid **cannot** be used for:

- Administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, library staff fringe benefits, library staff performance bonuses, or similar expenditures, etc.
- Food, giveaways, incentives, prizes, college classes for individual library staff (*i.e.*, library staff tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (*e.g.*, bouncy houses, party supplies, pony rentals), or similar purchases, etc.
- Operational expenditures that do not directly relate to meeting the information needs or the delivery of basic library services to library patrons, *i.e.*, the cost of parties, receptions, fund-raising events, other social functions, library building maintenance, toilet paper, paper towels, cleaning supplies and equipment (*e.g.*, vacuums, mops, brooms, trashcans, etc.) paint, or similar expenditures, etc.
- Capital improvements and construction.

Administrative code is subject to change. Please always check for the most up-to-date version online.

STATE GRANTS-IN-AID TO PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES

CHAPTER 5 STATE LIBRARY

PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.

[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.

[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.

[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.

[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.

[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.

[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. "Annual report" means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and
- (4) be approved by and on file at the state library.

B. "Basic library services" means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. "Bookmobile" means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. "Branch" means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and
- (5) at least 20 hours of public access to physical quarters per week on an annual basis.

Attachment A

E. "Circulating materials" means items from library collections that are checked out by patrons for use outside of the library.

F. "Collection development policy" means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. "Community analysis and needs assessment" means an evaluation of a library's legal service area, its current and future needs, and the library's role in meeting those needs.

H. "Developing library" means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

- (1) A developing library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution of a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A developing library provides the following public services:
 - (a) staff present during open hours;
 - (b) at least 15 hours of public access to physical quarters per week on an annual basis;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

I. "Fiscal year" means July 1 through June 30.

J. "Legal service area" means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library's legal service area.

K. "Library board" means an administrative or advisory group comprised of representative members of the library's community.

L. "Library collections" means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. "Library equipment" means equipment associated with the delivery of library services.

N. "Library staff" means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. "Matching funds" means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. "Public library" means a New Mexico organization that offers basic library services within its legal service area.

- (1) A public library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution adopted by a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A public library provides the following public services:
 - (a) staff dedicated to the library
 - (b) year-round public access to the physical location at least 25 hours per week;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

Q. "Reference services" means the provision of library staff to answer reference questions during all the hours the library is open.

R. "Strategic plan" means a detailed program to ensure that library services meet the current and future needs of the library's legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

A. Purpose: To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

- (1) timely submission of an annual report with the state library;
- (2) receipt of no more than five, consecutive, awards of developing library grants;
- (3) continuous operation for at least nine months;
- (4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;
- (5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with requirements for developing library grants;
- (8) employment of a designated director;
- (9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and
- (10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

- (1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;
- (2) continuous operation for at least one year;
- (3) receipt of a minimum of three consecutive developing library grants;
- (4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;
- (5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with all requirements for public library grants;
- (8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;
- (9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;
- (10) employment of a designated director; and

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(11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services.

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.

NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.

NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.

NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.

NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

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NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.

NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.

NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.

NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.

NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.

NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.

NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.

NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.

NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.

NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

FY26 State Grants-in-Aid Checklist & Instructions

This DocuSign Email Contains the Following Documents	What To Do with The Documents
Grant Allocation Notification	- SAVE and PRINT a copy for your records.
FY26 State Aid Grant Agreement	- A person who has authority to enter into a legal contract with the State of New Mexico must electronically sign the FY26 State Aid Grant Agreement using DocuSign. - If you are not authorized, use the “Assign to Someone Else” option to email it to the authorized person. - The grant agreement must be electronically signed using DocuSign by December 22, 2025.
4.5.2 New Mexico Administrative Code (NMAC) - Revised June 1, 2016	- SAVE and PRINT copies for your records. - Ensure compliance with all requirements this year, to remain eligible for FY27 funding.
State Grants-in-Aid Expenditures Guidance Sheet - Revised July 2025	- SAVE and PRINT a copy for your records. - Use as a reference for how state aid funds can be spent – Note: this is not an exhaustive list; contact the Library Development Bureau with questions. - Share a copy with your finance person/department and anyone else involved in library purchases.
State Aid Expenditures Tracking Sheet - <i>This will arrive in a separate email labeled as such</i>	- When received, SAVE the Excel spreadsheet on your computer and use it to track FY26 state aid expenditures. - This spreadsheet <i>is required and must</i> be completed in its entirety and returned via email (<i>in Excel format</i>) to the Library Development Bureau by June 30, 2026.
What Happens Next? Email Carmelita.Aragon@dca.nm.gov with questions	- Once the grant agreement is electronically signed by the library’s authorized agent, the State Librarian will electronically sign. A complete signed copy will be emailed <i>from DocuSign</i> to the library director. - SAVE and PRINT a copy of the complete grant agreement packet for your records and provide a copy to finance and other interested persons. - Once the grant agreement is fully executed, a request for payment will be made. The library’s financial agent will receive a check <i>or</i> ACH payment. - Fully expend ALL FY26 state aid funds in compliance with the 4.5.2 NMAC <i>by June 30, 2026</i>.

NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

FY2026 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	Recipient Name	Truth or Consequences Public Library
2.	Remit to Name and Address	City of Truth or Consequences 505 Sims St T or C, NM 87901
3.	State of NM Vendor #	54340
4.	Project Title and Legal and Fiscal Data	State Grants-in-Aid to Public Libraries Statute / Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	New Mexico State Library Contact	Carmelita Aragon, Carmelita.Aragon@dca.nm.gov
6.	Source of Funding	<i>State of N.M. Legislature - General Appropriation Act of 2026</i>
7.	Grant Type and Amount Received	Library Type Grant: Public Library Total Grant Amount: \$ 15,000.00 <i>(Total grant amount includes share(s) for any eligible library branch(es))</i>
8.	Allocation Period	Fiscal Year 2026 Fully expend <u>ALL</u> State Grants-in-Aid funds by JUNE 30, 2026 .
9.	Terms and Conditions of Allocation	The state aid program is intended to supplement and encourage local effort in providing local library service. A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred. State Grants-in-Aid funds may be used for: 1) library collections; 2) library staff salaries; 3) library staff professional development; 4) library equipment; or 5) other operational expenditures associated with delivery of library services. Grant recipients must report how all FY26 state grants-in-aid funds were spent in the FY26 Annual Report.
10.	Date	October 17, 2025

Search Transactions

Activity: All transactions Type: All; Amount: \$15,000.00

Transactions

 Pending  Posted

Totals are not supported for your search criteria.

Date ▾	Description ⬆	Debit ⬆	Credit ⬆	Balance
 Nov 10, 2025	VNDR PYMT State of New Mex SA26-91 NMSL State Grants in Aid FY26		15,000.00	
 May 09, 2022	CASH TRANSFERS 4TH QTR FY 21-22	15,000.00		



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 11/30/2025

Fund: 294 - State Library

Revenue

Department: 5003 - State Library

[294-5003-32393](#)

STATE LIBRARY GRANT- STATE LIBRARY

[294-5003-37371](#)

CONTRIBUTIONS/DONATIONS-ST LIBRARY

Department: 5003 - State Library Total:

Revenue Total:

Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
37,000.00	37,000.00	0.00	0.00	0.00	-37,000.00	0.00 %
2,500.00	2,500.00	114.25	1,747.00	0.00	-753.00	69.88 %
39,500.00	39,500.00	114.25	1,747.00	0.00	-37,753.00	4.42%
39,500.00	39,500.00	114.25	1,747.00	0.00	-37,753.00	4.42%
10,302.00	10,302.00	28.08	5,047.63	4,747.85	506.52	95.08 %
10,302.00	10,302.00	28.08	5,047.63	4,747.85	506.52	95.08%
10,302.00	10,302.00	28.08	5,047.63	4,747.85	506.52	95.08%
29,198.00	29,198.00	86.17	-3,300.63	-4,747.85	-37,246.48	-27.57%
29,198.00	29,198.00	86.17	-3,300.63	-4,747.85	-37,246.48	-27.57%

Expense

Department: 5003 - State Library

[294-5003-60834](#)

STATE LIBRARY GRANT-STATE LIBRARY

Department: 5003 - State Library Total:

Expense Total:

Fund: 294 - State Library Surplus (Deficit):

Report Surplus (Deficit):

294-5003-60835

DOCUMENT #2

A-1330

Updated:07/2025

Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form



Date

Sep 9, 2025

Project Location

TCS - TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

Sponsor

TRUTH OR CONSEQUENCES, CITY OF

Address

505 SIMS ST.

City

TRUTH OR CONSEQUENCES

NM

Zip Code

87901

Participation

STATE ONLY

Funding Breakdown

90-10

Contract No. AVA1732

Project No.

TCS-26-01

Vendor No.

0000054340

Expiration Date 9/29/2027

Purchase Order No:

0000426724

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRFIELD MAINTENANCE & CONSUMABLES

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 20,000	\$ 2,222	\$ 	\$ 22,222

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of 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), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties 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.

14. Scope of Agreement.

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

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name: TRACI ALVEREZ
Title: ASSISTANT CITY MANAGER
Sponsor: TRUTH OR CONSEQUENCES, CITY OF
Address: 505 SIMS ST
City: TRUTH OR CONSEQUENCES NM Zip Code: 87901
Office Phone: Fax:
E-Mail:

21. Amendment.

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

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Ricky Serna
6049E3A6255842C...
Cabinet Secretary or Designee

Date: 09/29/25

Recommended by:

Signed by:
By: Jessi Litz-Powden
B35A2037D7116CA...
Aviation Division Director
or Designee

Date: 09/22/25

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

Signed by:
By: [Signature]
C780CEC7620000...
Assistant General Counsel

Date: 09/19/25

SPONSOR

Print Name: Rolf Hechler

DocuSigned by:
By: Rolf Hechler
E2102063FD4841B...

Date: 09/22/25

Title: Mayor

EXHIBIT A

TRUTH OR CONSEQUENCES

TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT (TCS)

SITE NO. 14747.A

REMARKS:

1. QUAD. - 7.5 MIN. CUCHILLO.
2. BLADED RUNWAYS NOT MARKED.
3. TAXIWAYS 40' WIDE.
4. USAF HELICOPTER TRAINING ON AIRPORT.

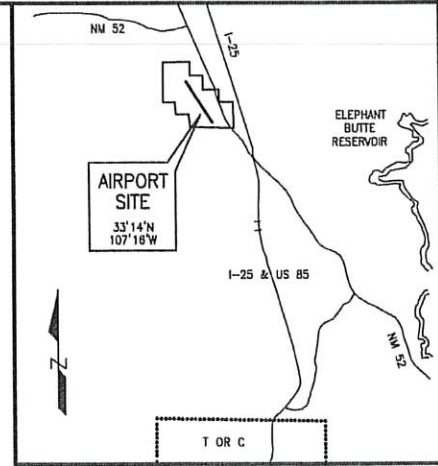
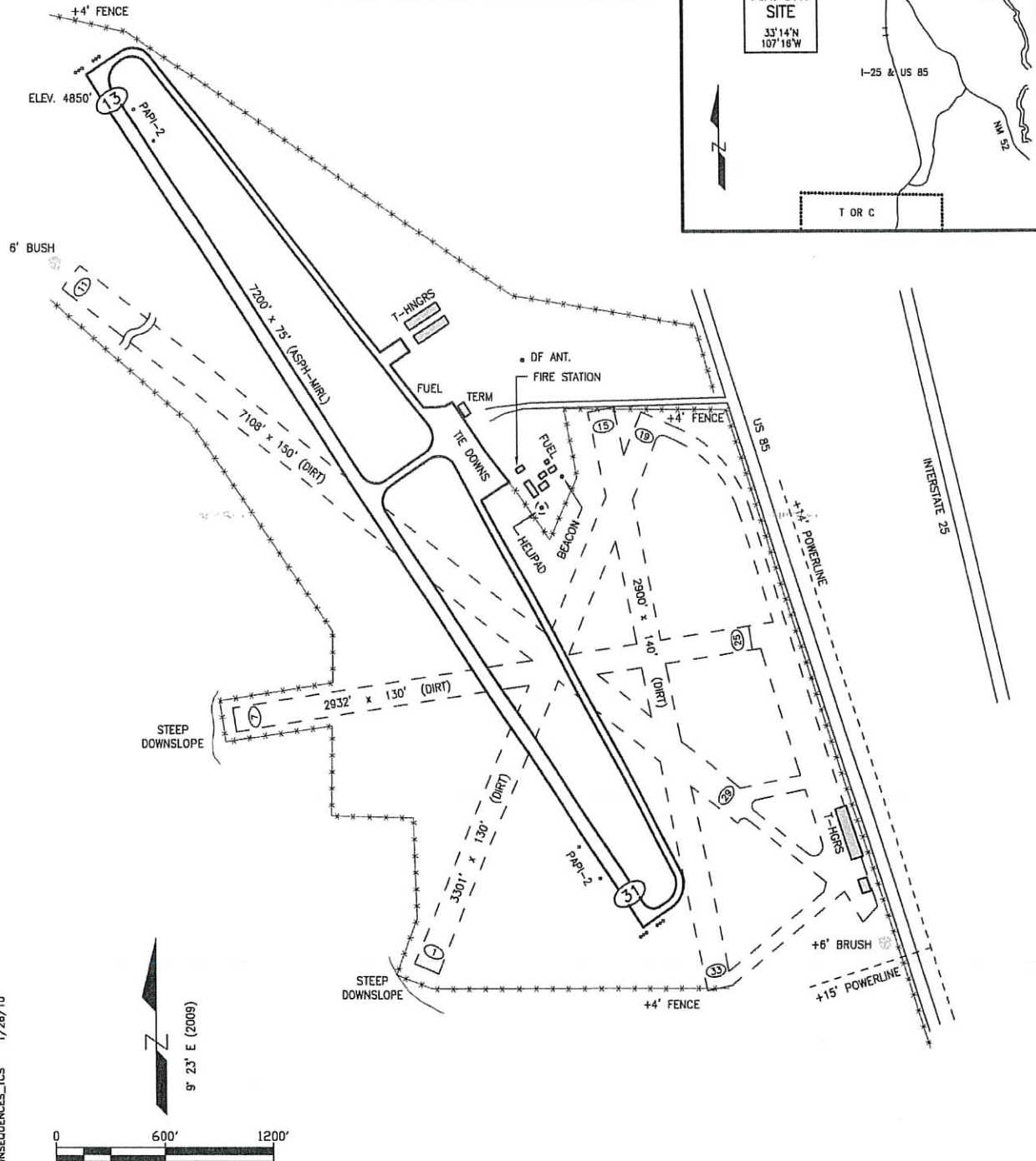


EXHIBIT B PROJECT COST

Project Location

TCS - TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

Project Description

AIRFIELD MAINTENANCE & CONSUMABLES

State	Sponsor	Other	Total
\$ 20,000	\$ 2,222	\$	\$ 22,222

DOCUMENT #3

State of New Mexico
Board of Veterinary Medicine

MICHELLE LUJÁN GRISHAM
Governor



Lawrence D. Young, DVM
Chair

Deborah L. Schenk
Executive Director and CFO

SPAY/NEUTER SERVICES AGREEMENT

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

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

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

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

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

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

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

Signature: [Signature]

Date: 9/24/25

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

Telephone 505.553.7021



www.bvm.nm.gov

State of New Mexico
Board of Veterinary Medicine

MICHELLE LUJÁN GRISHAM
Governor



Lawrence D. Young, DVM
Chair

Deborah L. Schenk
Executive Director and CFO

Tara Manning

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

Dear Ms. Manning,

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah L. Schenk".

Deborah L. Schenk
Executive Director and CFO

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

Telephone 505.553.7021



www.bvm.nm.gov

Payments & Transfers

Create A Transfer ✓

RECEIVED
10/21/25
Jm

☒ Your transfer is pending client approval. Your reference number is 118768993.

Template

Open transfer

From Account

JOINT UTILITY ****8891

To Account

Special Revenue Funds ****2876

Date

Oct 21, 2025

Amount

\$40,000.00 ✓

Description

NM BOARD OF VETERINARY MEDICINE GRANT FY26

JOINT UTILITY - ***8891 ▼

Search Transactions

Activity: All transactions Type: All; Amount: \$40,000.00

Transactions

⌚ Pending ● Posted

Totals are not supported for your search criteria.

Date ▼	Description ◆	Debit ◆	Credit ◆	Balance
⌚ Oct 20, 2025	VNDR PYMT State of New Mex 2025-017 NMBVM Invoice #2025-017 Grant Money Award		40,000.00	

DOCUMENT #4

Salcedo, Kerin

From: Salcedo, Kerin
Sent: Wednesday, October 22, 2025 11:31 AM
To: Tavizon, Luis; Holguin, Jocelyn
Subject: RE: Grant
Attachments: My Budget Report.pdf; My Budget Report.pdf

Hi Chief.

The revenue and expenses were missed for final budget. I will get this on the next BAR. Please see attached for the GL line items. The transfer in & out GL line item is used by us to transfer cash as needed until reimbursements come in.

Thank You,

Kerin Salcedo
Accounting Officer
City of Truth or Consequences
575-740-7336

From: Tavizon, Luis <ltavizon@torcnm.org>
Sent: Wednesday, October 22, 2025 10:41 AM
To: Holguin, Jocelyn <jholguin@torcnm.org>; Salcedo, Kerin <ksalcedo@torcnm.org>
Subject: Grant

Good morning,

Hope all is well this morning. I was submitting paperwork for the grant, and when reviewing my budget, I did not see this grant on any of the line items. I know you ladies are extremely busy. Is there any way to get a line item specific to these funds? It would help track the funds if we had a line separate budget for the Byrne State Crisis Intervention Program (SCIP) and then line items for the following:

• Personnel/Overtime	-	\$18,000.00
• Travel	-	\$1,000.00
• Other Costs	-	\$736.00
• Contractual Services	-	\$21,739.00

Please let me know if you have any questions. I have attached a copy of our signed grant agreement approved by our commission on March 12, 2025. Thank you both for everything you all do for us and the rest of the city; you are greatly appreciated!

Respectfully,

LUIS A. TAVIZON
CHIEF OF POLICE

TRUTH OR CONSEQUENCES PD
507 MCADOO ST.
TRUTH OR CONSEQUENCES, N.M 87901

OFFICE: (575)894-1204
PH: (575)740-5939
FX: (575)894-6287
ltavizon@torcnm.org



Professionalism, Respect, and Integrity

CONFIDENTIALITY NOTICE: The information in this e-mail and in any attachment may contain information which may be a confidential law enforcement communication or may otherwise be legally privileged. It is intended only for the attention and use of the named recipient. If you are not the intended recipient, you are hereby notified that you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments. If you received this e-mail, you must delete this e-mail and all files transmitted with it from your system and immediately notify the Truth or Consequences Police Department by sending a reply e-mail to the sender of this message.



New Mexico
Department of Public Safety

MICHELLE LUJAN GRISHAM
GOVERNOR

JASON R. BOWIE
CABINET SECRETARY

W. TROY WEISLER
CHIEF / DEPUTY SECRETARY

SYLVIA M. SERNA
DEPUTY SECRETARY

February 24, 2025

Truth or Consequences Police Department

Attn: Luis Tavizon, Chief of Police
404 W. Wabash Street
Lordsburg, NM 88045

Dear Chief Tavizon:

On behalf of the New Mexico Department of Public Safety, I am pleased to inform you that your application for the 2022-2023 Byrne State Crisis Intervention Program Grant (15PBJA-23-GG-00024-BCSI) has been approved for funding. After careful review of your application and available federal funds, the Truth or Consequences Police Department has been awarded **\$41,475.10**.

If you have any questions regarding this notification, please feel free to contact Patricia Romero, Grants Management Bureau Chief, at (505)487-3483.

Thank you for your continued commitment to supporting New Mexico's crisis intervention efforts.

Sincerely,

Jason R. Bowie
Cabinet Secretary

Federal Award Identification Number: 15PBJA-23-GG-00024-BSCI

Award Date: February 13, 2023

Subgrantee Name: Truth or Consequences Police Department

Subgrantee Agreement Number: 22-SCIP-TORCPD-SFY25

Total Subgrantee Pass through Award Amount: \$41,475.10

Subgrantee UEI Number: YRPKBBU1EJ8

Grant Term: March 1, 2025 -- June 30, 2026

CFDA #16.738

2022-2023 Byrne State Crisis Intervention Program (SCIP) Grant Award

This Subgrant Agreement made effective March 1, 2025, by and between the New Mexico Department of Public Safety (NMDPS), acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the "BUREAU" and the Sierra County Clerk's Office, serving as the Fiscal/Fiduciary Agency for the Truth or Consequences Police Department, as the Program herein, jointly referred to as the "SUBGRANTEE," with the Bureau and Subgrantee collectively referred to as the "parties."

WHEREAS, this Subgrant Agreement is made by and between the Bureau and the Subgrantee, pursuant to Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339); 28 U.S.C. 530C. As authorized by the Bipartisan Safer Communities Act of 2022, the Byrne State Crisis Intervention Program (SCIP) provides formula funds to implement state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, extreme risk protection order programs that work to keep guns out of the hands of those who pose a threat to themselves or others, mental health courts, drug courts, and veterans treatment courts.

WHEREAS, the Bureau is the designated State Administering Agency (SAA) in New Mexico that may apply for the SCIP formula grant and administer funds to other state agencies and local units of government. The Bureau is, therefore, responsible for: coordination of SCIP funds among state and local justice initiatives; preparation and submission of the state SCIP application; administration of SCIP funds including establishing funding priorities; distribution of funds; and supervision of the Subgrantees' compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to subgrantees; is responsible for submitting financial reports, programmatic reports, performance measures, and any other necessary subgrant information; and closes out the awards to BJA. The Bureau is responsible for the fiscal management of this award and will provide leadership and technical assistance to all subgrantees in identifying programmatic needs, preparing SCIP subgrant proposals, and administering SCIP subgrant awards; and

WHEREAS, it is necessary for the subgrantee to enter into this Subgrant Agreement with the Bureau in order to receive and expend funds from the SCIP Program for the purpose of implementing activities that qualify for funding under the SCIP Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

1. The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2022-2023 SCIP program solicitation, and any other relevant rules, laws, and regulations. The Byrne SCIP provides funding for the creation and/or implementation of extreme risk protection order

(ERPO) programs, state crisis intervention court proceedings, and related gun violence reduction programs/initiatives. The funding for the 2022-2023 SCIP award totals \$41,475.10 and is allocated to support the implementation of specific goals and objectives. The approved grant funding includes \$18,000.00 for personnel salary and wages, \$1,000.00 for in-state and out-of-state travel, \$21,739.10 for contractual services, and \$736.00 for other costs. This allocation will enable the department to effectively execute its planned activities and achieve the objectives outlined in the grant.

2. The Bureau will leverage SCIP funding to support efforts from courts as well as local and state law enforcement agencies who demonstrate a comprehensive approach, which includes training and outreach, to the implementation of the Extreme Risk Protection Order (ERPO) programs. Per the priorities identified by the State Crisis Intervention Advisory (SCIA) Board of the DEAC, SCIP funding in New Mexico will be used to support the following priorities:

- A. Training on Extreme Risk Protection Order (ERPO) programs
- B. Funding for Law Enforcement Crisis Intervention Programs or initiatives

SECTION TWO: SCOPE OF WORK

- The Subgrantee agrees that it shall implement its program as detailed in its submitted 2022-2023 Byrne State Crisis Intervention Program (SCIP) Application (attached as Attachment A). Specifically, the Subgrantee shall use grant funds to achieve the following goals and objectives outlined below.

Goal #1 – Enhancing Crisis Intervention and Gun Violence Response through ERPO Training and Law Enforcement Crisis Management – The Truth or Consequences Police Department (TCPD) will only use grant funds to improve its firearm-related crisis response, crisis intervention, and ERPO application through approved training programs. The department will prioritize specialized training on ERPO implementation, crisis intervention, and firearm-related investigations.

All funding for training, travel, outreach, and personnel costs (including overtime) must be directly related to these objectives.

- **Objective 1: ERPO Application and Crisis Intervention Training for Officers –**
 - Officers will receive approved training on ERPO legal procedures, crisis de-escalation, and firearm-related response.
 - Training will focus on preventing gun violence by equipping officers with ERPO application knowledge and crisis management skills.
- **Objective 2: Train-the-Trainer Program for ERPO and Crisis Response –**
 - Officers who complete ERPO and crisis intervention training will train personnel at the TCPD and neighboring agencies.
 - Additional training will be provided to school officials and community partners on recognizing crisis signs and law enforcement's role in ERPO enforcement.
- **Objective 3: Enhancing Firearm-related Investigations and Crisis Response –**
 - Officers will receive approved training on ERPO enforcement, firearm-related crime scene preservation, and high-risk crisis response.
 - Training will include scenario-based exercises on managing firearm-related crises and applying ERPOs effectively.

Only training directly related to ERPO and crisis intervention is allowable under this grant.

- **Goal #2 – Strengthening Community Outreach and Public Engagement through ERPO Education and Crisis Intervention** – TCPD will only conduct outreach efforts that align with ERPO awareness, firearm safety, and crisis intervention education.
 - **Objective 1: Educating the Community on ERPO and Crisis Management** –
 - Outreach materials (banners, informational pamphlets) will focus only on ERPO procedures, gun safety, and crisis intervention strategies.
 - Educational initiatives will not extend beyond these approved topics.
 - **Objective 2: Hosting Community Meetings on ERPO and Crisis Response** –
 - Public forums will strictly cover ERPO application, crisis intervention strategies, and firearm-related crisis prevention.
 - Law enforcement will provide guidance on identifying high-risk individuals and supporting ERPO enforcement.
 - **Objective 3: Partnering with Schools for ERPO and Crisis Awareness** –
 - Schools will receive training on firearm safety, recognizing crisis situations, and understanding ERPO laws.
 - The TCPD will collaborate with district attorneys, juvenile probation, and parole officers to provide legally sound ERPO education.

Outreach activities outside of ERPO and crisis intervention topics are not permitted.

- **Goal #3 – Supporting ERPO-Related Events and Crisis Response Through Overtime Funding** – Overtime (OT) funding must be used exclusively for ERPO-related events and law enforcement crisis intervention response.
 - **Objective 1: Overtime for ERPO-related Community Engagement and Education** –
 - Officers may work overtime only to conduct ERPO-focused outreach and firearm crisis awareness programs.
 - **Objective 2: Overtime for ERPO-related Crisis Incident Response** –
 - Overtime must be dedicated to responding to ERPO-related incidents and firearm-related crises.
 - **Objective 3: Overtime for ERPO Investigations and Crisis Management** –
 - Officers working overtime may only assist with ERPO enforcement, firearm-related crime investigations, and crisis intervention support.

Any overtime use outside of ERPO training, enforcement, and crisis intervention response is not allowed under this grant.

Key Restrictions & Compliance Requirements

Overtime (OT), outreach, and all other grant-funded activities must directly support the two priorities identified in paragraph two of section one. Any use of funds outside of these approved areas is not permitted.

1. **All approved activities (training, outreach, and overtime) must be directly related to ERPO implementation or crisis intervention.**

2. Funding cannot be used for activities beyond these two approved areas.

• **Approved Grant Funding for Implementation of Goals and Objectives is as follows:**

- Personnel Salary and Wages @ \$18,000.00
- In-state and Out of state Travel \$1,000.00
- Contractual Services @ \$21,739.10
- Other Costs @ \$736.00

TOTAL FUNDING = \$41,475.10

Budget Line-Item Breakdown:

Category/Description	Budgeted Amount
Salaries and Wages	
Overtime for 14 Patrol Officers	\$18,000.00
Total Salaries and Wages	\$18,000.00
Travel	
Travel for 2 officers to attend crisis intervention and ERPO related trainings.	\$1,000.00
Total Travel	\$1,000.00
Contractual Services	
Investigation Training for 7 officers as it relates to crisis intervention and advanced crisis intervention trainings.	\$14,761.60
De-escalation Training	\$4,477.50
Reality Based Training focused on real-world scenario crisis situations	\$2,500.00
Total Contractual Services	\$21,739.10
Other Costs	
Informational pamphlets providing the community with details on ERPO and crisis awareness.	\$500.00
Banners for gun safety and ERPO awareness events	\$236.00
Total Other Costs	\$736.00
Total Subaward Request for Truth or Consequences Police Department	\$41,475.10

- The Subgrantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

SECTION THREE: TERMS OF THIS SUBGRANT AGREEMENT

1. This Subgrant Agreement shall become effective March 1, 2025, and shall terminate on June 30, 2026.
2. The Subgrantee may not obligate, expend, or request any funds under this award until a budget reflecting the final award amount has been received and approved by the Bureau; and

3. The Bureau shall evaluate the Subgrantee's program's progress to determine if the Subgrantee is on track to expend funds by the end of the Subgrant Agreement period. Spending reviews are scheduled to occur at mid-year and after the third quarter of the grantee period. If it appears funds will not be fully expended by the end of the Subgrant Agreement period, the Bureau will make a recommendation to the SCIA Board to amend the Subgrant Agreement's budget in an effort to revert funds. This action may occur prior to the end of the Subgrant Agreement period to allow for funding to become available for other subgrantees' programs.
 - A. If extenuating circumstances exist, applicants may petition the SCIA Board for relief from the reversion of unexpended funds.
 - B. Upon review and analysis of the petition, the SCIA Board through the Bureau shall forward their recommendation to the Cabinet Secretary of the Department of Public Safety for disposition.
 - C. In all cases, the Cabinet Secretary of the Department has the final authority in determining if the reversion shall occur.
4. This Subgrant Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document, or its amendments, is not part of this Subgrant Agreement and not enforceable pursuant to this Subgrant Agreement. Performance of all duties and obligations herein shall conform with, and shall not contravene, any state, local, or federal statutes, regulations, rules, or ordinances.
5. In the event that, due to unusual circumstances, it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in this Section, the Subgrantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request a Subgrant Agreement extension.

SECTION FOUR: SUBGRANTEE DUTIES AND RESPONSIBILITIES

Subgrantee must adhere to the following duties and responsibilities, and other terms and conditions under this Subgrant Agreement in order to receive the compensation described in Section Five.

1. Act in the capacity as the fiduciary for this Program.
2. Include the Subgrant Agreement number on all correspondence and submittals to the Bureau.
3. Have the program commenced and operational within ninety (90) days of the last signatory executing this Subgrant Agreement. If the Subgrantee's program has not commenced or is not operational within ninety (90) days, the Subgrantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, Subgrantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the Subgrantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs.
4. Submit all program-related contracts, subcontracts, agreements, and subsequent contracts to the Bureau for review and approval prior to execution.
5. Provide the Bureau the applicable overtime policy for all participating agency(s), for the Bureau's review for compliance and approval, in writing, prior to any overtime being reimbursed.

6. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Subgrant Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the Subgrantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Subgrant Agreement.
7. Understand and agree that the Bureau, Department of Justice (DOJ) (including Office of Justice Programs (OJP) and the Office of the Inspector General (OIG)) and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents in any form) related to this award, including such records of any Subgrantee, contractor, or subcontractor.
8. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the Subgrantee (or of any contractor or sub-contractor) regarding transactions related to this award.
9. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.
10. The Subgrantee agrees it will submit to the Bureau for review and approval any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, or any publications (written, visual, or audio, but excluding press releases, notices, newsletters, and issue analyses) issued by the Subgrantee describing programs funded in whole or in part by this agreement. The Subgrantee shall submit the above-stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release. All materials must contain the following:

"This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
11. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Subgrantee prior to each visit. Further, the Subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
12. Per 2 C.F.R. §200.313 requirements, post-award property standards will continue to be managed for all equipment purchased with Federal grant funds over \$5,000.00. The Bureau requires that Property/Equipment Inventory Reports continue to be provided annually by the deadline of January 30 until disposition of all property/equipment purchased with these grant funds with a fair market per-unit value of over \$5,000.00, or it is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the Bureau. Records for property and equipment acquired with Federal funds must be retained for (3) three years after the close of the grant award. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its Subgrantee(s) with Subgrant Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.
13. The Subgrantee should enforce the federal law that protects federal employees against reprisal for whistleblowing. A whistleblower is an employee of Federal contractor, subcontractor or grantee who discloses information that the individually reasonably believes is evidence of gross mismanagement of a

Federal contract or grant; gross waste of Federal funds; abuse of authority relating to Federal contract or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a federal contractor, subcontractor, or grantee to be discharged, demoted or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

In the event that a DOJ contractor, subcontractor and grantee report allegations of what they reasonably believe to be wrongdoing, and believe that retaliation has occurred, they may file a complaint under the NDAA with the OIG which will investigate the matter. Information on how to report suspected reprisal to the OIG is available at: [US DOJ OIG](#) .

For further information about whistleblower rights and protections, please see the Whistleblower Protection page on OIG's website at: [Whistleblower Rights and Protections](#) .

14. The Subgrantee agrees that funds received under this award will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The Subgrantee understands that the Bureau will not reimburse any portion of salaries paid for existing general fund employees/staff.

SECTION FIVE: SUBGRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the Subgrantee's satisfactory completion of all work and services required to be performed under the terms of this Subgrant Agreement, and in compliance with all other Subgrant Agreement terms herein stated, the Bureau shall reimburse the Subgrantee a sum up to, and not to exceed **\$41,475.10**.
2. **All payments shall be made on an actual cost reimbursement basis.** The Subgrantee shall submit a completed Request for Reimbursement (RFR) form along with all appropriate supporting documentation.
 - A. RFR forms shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month in which there were grant expenditures.
 - B. A Final RFR must be submitted to the Bureau for review and approval no later than thirty (30) days following the termination date of this Subgrant Agreement. Failure by the Subgrantee to timely submit the final RFR, including all supporting backup documentation, may result in an Administrative Closeout by the Bureau. If an Administrative Closeout takes place, any remaining expenditures may not be reimbursed, which may have a negative effect on Subgrantee's ability to obtain funding in the future.
 - C. If there are no expenditures to claim on an RFR, the Subgrantee is required to complete the RFR coversheet indicating zero expenditures are being claimed for that month.
 - D. No RFR will be processed if, in the judgment of the Bureau, the Subgrantee is in violation of any section of this Subgrant Agreement.

3. The Subgrantee understands and acknowledges that Reimbursement of travel expenses, if applicable, will be reimbursed per the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978), Subgrantee's approved travel policy, or the approved federal rates per GSA. Agencies will provide backup to support travel expenditures including but not limited to itemized receipts and/or invoices.
4. Upon the completion of this Agreement, any portion of Subgrantee's unexpended funds revert back to the New Mexico Department of Public Safety.
5. No matching requirement exists for this program.

SECTION SIX: SUBGRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the Subgrantee is required to complete and submit programmatic reports.

1. The Subgrantee shall submit Quarterly or Semiannual Progress Reports. Progress reports shall be submitted within 15 days after the reporting period ends, for the life of the award to the Bureau for review and approval. The final report will be due no later than fifteen (15) days after expiration of funding. The schedule is as follows:

Quarterly: July 1st – September 30th, Progress Report due October 15th

Quarterly: October 1st – December 31st, Progress Report due by January 15th

Quarterly: January 1st – March 31st, Progress Report due by April 15th

Quarterly: April 1st – June 30th, Progress Report due by July 15th

OR

Semiannual: January 1st – June 30th, Progress Report due July 15th

Semiannual: July 1st – December 31st, Progress Report due January 15th

The Bureau will provide proper guidance for Progress Reports pertaining to this program; and

2. In addition, Monthly Progress Reports must be submitted to the Bureau along with the request for reimbursement. Failure to submit required SCIP reports by established deadlines may result in the freezing of grant funds and future high-risk designation.
3. The Subgrantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the Subgrantee of any additional reporting requirements as they are imposed.
4. The Subgrantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

5. The Subgrantee must collect, maintain, and provide to the Bureau data that measures the performance and effectiveness of activities under this award in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by the Bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau, by written notice to the Subgrantee, shall have the right to terminate this agreement if, at any time, in the judgment of the Bureau the provisions of this agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand a refund of all, or part of, the funds dispersed to the Subgrantee. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on Subgrantee for the following reasons:

1. Pursuant to 28 C.F.R. Part 18, the Bureau may suspend or terminate funding under this award before the completion of the project funded by this award for the Subgrantee's failure to comply with the certifications and conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the Subgrantee will be unable to draw down funds until the Bureau determines that the Subgrantee is in compliance.
2. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law.
3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
4. Failing to submit reports required by Section Six, above; or
5. Filing a false certification with the application, this Subgrant Agreement, or in other reports or documents.
6. The Subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
7. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Subgrantee's Application.
8. Failing to adhere to the requirements in this Subgrant Agreement.
9. This Subgrant Agreement may be terminated by the Subgrantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination does not nullify Subgrantee's obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this subgrant agreement shall be in effect until completed, unless terminated early pursuant to this Subgrant Agreement.

Before imposing sanctions, the Bureau will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the issue in an expeditious manner.

SECTION EIGHT: SUBGRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all subgrantees must adhere to the following.

1. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subgrantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at Code of Federal Regulations), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

2. Compliance with DOJ regulations to civil right and nondiscrimination – 28 C.F.R. Part 42

The Subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2023 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at [Part 200 Uniform Requirements](#).

Record retention and access: Records pertinent to the award that the Subgrantee must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subgrantee (and any subrecipient at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records are indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subgrantee is to contact the Bureau or OJP promptly for clarification

4. Employment eligibility verification for hiring under the award

A. The Subgrantee (and any subrecipient at any tier) must --

- i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Subgrantee properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the Subgrantee (or any subrecipient at any tier) who are or will be involved in activities under this award of both--

- i. This award requirement for verification of employment eligibility, and
- ii. The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirements for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

E. Monitoring

- i. The Subgrantee's monitoring responsibilities include monitoring of subrecipients' compliance with this condition.

F. Allowable Costs

- i. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

G. Rules of construction

H. Staff involved in the hiring process.

- i. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
- ii. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Subgrantee may choose to participate in, and use, E-Verify ([E-Verify.gov](https://e-verify.gov)), provided an appropriate person authorized to act on behalf of the Subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

- iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- iv. Nothing in this condition shall be understood to authorize or require any subgrantee, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- v. Nothing in this condition, including in paragraph 6.B., shall be understood to relieve any subgrantee, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website ([E-Verify.gov](https://e-verify.gov)) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to the Bureau, before award acceptance.

5. OJP Training Guiding Principles

Any training or training materials that the Subgrantee, at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [Training Guiding Principles for Grantees and Subgrantees | Office of Justice Programs](#)

6. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the Subgrantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The Subgrantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at [US DOJ Award Condition: Interact with participating minors](#) (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

7. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The Subgrantee, at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at [DOJ Award Condition: General appropriations](#) and are incorporated by reference herein.

Should a question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance and may not proceed without the express prior written approval of OJP.

8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The Subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

9. Potential imposition of additional requirements

The Subgrantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

10. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subgrantee, at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subgrantee is to contact the Bureau for guidance.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subgrantee, at any tier, must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)

- A. Creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
- B. Uses or operates a "Federal information system" (OMB Circular A-130). The Subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Bureau no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.

The Subgrantee, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

13. Requirement for data on performance and effectiveness under the award.

Upon request from the Bureau, Subgrantee must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to the Bureau in the manner (including within the timeframes) specified by the Bureau and mandated by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website currently, the [DOJ Grants Financial Guide 2024](#), including any updated version that may be posted during the period of performance. The Subgrantee agrees to comply with the DOJ Grants Financial Guide.

15. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

16. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Subgrantee—
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the Subgrantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts or both—
 - a. it represents that—
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

17. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in the award requirements.

18. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Subgrantee must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that, for purposes of federal grants administrative requirements, OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at [US DOJ Award Condition: Noncompetitive Procurement](#). (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.

19. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The Subgrantee, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subgrantee or individuals defined (for purposes of this condition) as "employees" of the Subgrantee.

The details of the Subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at US DOJ Award Condition: Prohibited Conduct-Trafficking (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

20. Reporting potential fraud, waste, and abuse, and similar misconduct

The Subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award –

- A. submitted a claim that violates the False Claims Act; or
- B. committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the Bureau by--(1) mail directed to: New Mexico Department of Public Safety, Attn: Grants Management Bureau, 4491 Cerrillos Road Santa Fe, NM 87507; (2) email to: DPS.GMS@state.nm.us; and/or (3) at (505) 487-6483 (phone) Grants Management Bureau Chief.

Additional information is available from the DOJ OIG website at [US DOJ OIG Hotline](#).

21. All subawards ("subgrants") must have specific federal authorization

The Subgrantee, at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at [US DOJ Award Condition: All subawards \("subgrants"\)](#) (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

22. Requirements related to System for Award Management and Universal Identifier Requirements

The subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at [SAM.gov](https://sam.gov). This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the subgrantee) the unique entity identifier required for SAM registration.

The details of the subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at [US DOJ Award Condition: SAM and Universal Identifier Requirements](#) (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

23. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subgrantee, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subgrantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact the Bureau for guidance, and may not proceed without the express prior written approval of the Bureau.

24. FFATA reporting: Subawards and executive compensation

The SAA must comply with applicable requirements to report first tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the

five most highly compensated executives of the recipient and first tier subrecipients (first tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at Award Condition: Reporting Subawards and Executive Compensation, and are incorporated by reference here. The Subgrantee will cooperate with the Bureau in the event it requires more information regarding Subgrantee's highly compensated executives.

This condition, including its reporting requirements, does not apply to- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Cooperating with OJP Monitoring

The subgrantee agrees to cooperate with the Bureau and OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subgrantee agrees to provide to the Bureau and OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the subgrantee agrees to abide by reasonable deadlines set by the Bureau and OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subgrantee's DOJ awards, including, but not limited to, withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subgrantee as a DOJ High Risk grantee; or termination of an award(s).

26. Required monitoring of subawards

The Bureau must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award. Additionally, Subgrantees agrees to cooperate in any requests for information regarding its performance and use of subawards.

27. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

28. Justice Sharing Information

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The Subgrantee must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [DOJ BJA Global Standards Package Grant Condition](#). The Subgrantee must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

29. Avoidance of duplication of networks

The Subgrantee must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

30. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the Subgrantee must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The Subgrantee may not satisfy such a fine with federal funds.

31. Protection of human research subjects

The Subgrantee must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

32. Confidentiality of data

The Subgrantee must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

33. Assessments

The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activity within this project.

34. Websites

Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Website is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

35. Media

Any written, visual, or audio publications, with the exception of press releases, whether published at the Subgrantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance, The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Bureau prior to obligation or expenditure of such funds.

37. Legal Authority

The Subgrantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the Subgrantee entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The Subgrantee further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

38. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the Subgrantee uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the Subgrantee must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the Subgrantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including Subgrantee compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

39. Limited English Proficiency -- (LEP)

Subgrantee must ensure Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the internet at LEP.gov.

40. Body Armor -- Compliance with NIJ standards and other requirements

If Subgrantee uses funds under this award to purchase body armor, the Subgrantee must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The Bureau must keep signed certifications on file for any subgrantees planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with SCIP award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List ([NIJ Compliant Products List](#)). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: [NIJ: Body Armor](#). In addition, if recipient uses funds under this award to purchase body armor, the recipient must have a “mandatory wear” policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

41. Unmanned Aircraft Systems (UAS)

The Subgrantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

42. Facial Recognition Technology (FT)

In accepting this award, the Subgrantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the Subgrantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Subgrantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

43. Compliance with National Environmental Policy Act and related statutes

Upon request, the Subgrantee must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the Bureau or by Subgrantee. Accordingly, the Subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the activities in 52. A-E, below, will be funded by the award, the Subgrantee agrees to contact the Bureau.

The Subgrantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the Subgrantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- A. New construction.
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places.
- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- D. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The Subgrantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [BJA OJP NEPA Guidance](#), for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the Subgrantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the Subgrantee, upon specific request from the Bureau, agrees to cooperate with the Bureau in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

44. Medication Assistance Treatment (MAT)

Regarding medication-assisted treatment (MAT), the Subgrantee understands and agrees to the following:

- A. All clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated;
- B. BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse;
- C. MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial;

- D. While under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications;
- E. Federal funds shall not be used to support activities that violate the Controlled Substance Act, 21 U.S.C 801-904.

45. Drug Court Components

All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key Components at Defining Drug Courts: THE KEY COMPONENTS. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

46. Behavioral Health Crisis Care Program

The Subgrantee understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: National Guidelines for Behavioral Health Crisis Care.

47. Extreme Risk Protection Order Programs

Extreme risk protection programs funded by SCIP must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed,

irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation, and penalties for abuse of the program.

48. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

49. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

Upon request by the Bureau or as required by the OJP, the Subgrantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently "FAPIIS").

SECTION NINE: SUBGRANTEE AUDIT REQUIREMENTS

The Subgrantee agrees to comply with the 2 C.F.R. 200 Uniform Guidance Subpart F Audit Requirements.

1. The Bureau will review the most recent Audit report as a part of Subgrantee monitoring; and
2. The Bureau may request that a Corrective Action Plan be submitted in response to audit findings and recommendations disclosed in the report which may impact the fiscal and/or programmatic management of this grant.

SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY

1. The Subgrantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Sub-Agreement), which includes, but is not limited to, Subgrantee's goals and objectives and detailed budget, without complying with the Bureau's amendment procedures provided in this Subgrant Agreement and upon the receipt of the Bureau's approval prior to any changes being made.

2. Amendments may be submitted by the Subgrantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement;
 - a. Upon receipt of the extension request, the Subgrantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Subgrant Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the NIJ.
3. The Bureau, by written notice to the Subgrantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
4. The Bureau, by written notice, has the right to deny any amendment or budget modification request.
5. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect; and

SECTION ELEVEN: SUBGRANTEE REPRESENTATIVE

The grant representatives listed below are the Federal Awarding Agency, State Administering Agency, and Subgrantee representatives responsible for overall fiscal and programmatic supervision of the approved program.

FEDERAL AWARDING AGENCY

Office of Justice Programs	Elaine Smokes
807 7 th Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202)598-7139
Email: askOCR@usdoj.gov	Email: Elaine.smokes@ojp.usdoj.gov

STATE ADMINISTERING AGENCY

Department of Public Safety	Maggie Romero
4491 Cerrillos Rd.	Grants, Program Coordinator
Santa Fe, NM 87504	4491 Cerrillos Rd.
	Santa Fe, NM 87504
	Telephone: (505) 548-0920
	Email: margaret.romero@dps.nm.gov

SUBGRANTEE REPRESENTATIVES

Truth or Consequences Police Department	Luis Tavizon, Chief of Police
507 McAdoo St.	507 McAdoo St.
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901

	Telephone: (575) 894-1185
	Email: ltavizon@torcnm.org
City Clerk's Office	Angela Torres, City Clerk
505 Sims St.	505 Sims St.
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901
	Telephone: (575) 894-6673
	Email: aaortres@torcnm.org
	TBD, City Manager
	505 Sims St.
	Truth or Consequences, NM 87901
	Telephone: (575) 894-6673
	Email: <u>TBD</u>

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the Subgrantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION THIRTEEN: WAIVER

The Bureau or Subgrantee's failure to require strict performance of any provision of this Agreement shall not waive or diminish the right thereafter to demand strict compliance with that or any other provision. No waiver by either party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates 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, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT

The Subgrantee is responsible for any liability associated with the actions or omissions of it or its own employees, including violations of rights and privileges guaranteed under the Laws and Constitution of the United States and New Mexico. Any liability incurred in connection with this Subgrant Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30, as amended. No provision of this Subgrant Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Bureau or the Subgrantee.

arising from the performance of this Subgrant Agreement apart from that set forth in the New Mexico Tort Claims Act.

SECTION SIXTEEN: SEVERABILITY

If any term or condition of this Subgrant Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Instructions and forms necessary to carry out the administration of the grant as outlined in this Agreement are made available by the Bureau. Forms are incorporated into and made part of this Agreement upon completion.

SECTION EIGHTEEN: GRANT CLOSEOUT

1. The Subgrantee will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed. This section specifies the actions the Subgrantee must take to complete this process at the end of the period of performance.
 - A. The Subgrantee must submit, no later than 30 calendar days after the end date of the grant period, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Bureau may approve extensions when requested by the Subgrantee, and its decision regarding approval will be determined on a case-by-case basis.
 - B. The Bureau will make prompt payments to the Subgrantee for allowable reimbursable costs under the award being closed out.
 - C. The Subgrantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
 - D. The Bureau will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION NINETEEN: STATUS OF SUBGRANTEE

The Subgrantee and its agents and employees are not, by virtue of this Agreement, agents or employees of the Bureau, or the State of New Mexico. The Subgrantee, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement.

SECTION TWENTY: ATTACHMENTS AND CERTIFICATIONS

1. Attachments listed below are incorporated into and made part of this Subgrant Agreement. The below listed certifications must be completed and returned to the Bureau along with this Agreement. They are incorporated and made part of this Subgrant Agreement upon execution.
 - A. Subgrantee's Application (Attachment A)
 - B. Certification of Compliance with Equal Employment Opportunity Plan (EEO) Requirements (Certification 1)
 - C. Certified assurances including Uniform Crime Reporting and Supplementing (Certification 2)

D. Overtime Certification (Certification 3)

THEREFORE, the Subgrantee and the Bureau do hereby execute this Subgrant Agreement as witnessed by the signatures below:

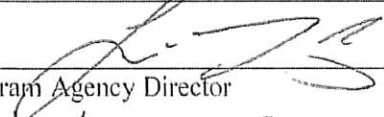
SUBGRANTEE:

By: 
Signature of Certifying Official

Date: March 12, 2025

Printed Name Rolf Hechler

Title Mayor

By: 
Program Agency Director

Date: 03/12/2025

Luis Tambo
Printed Name

Chief
Title

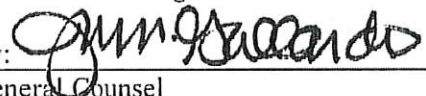
DEPARTMENT OF PUBLIC SAFETY:

By: _____
Signature of Cabinet Secretary/Awarding Official

Date: _____

Jason R. Bowie
Printed Name

Reviewed as to legal form and sufficiency, Office of Legal Affairs

By:  for
General Counsel

Date: 02/21/25

Julie Gallardo for Matthew Chavez
Printed Name



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 10/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 299 - SPECIAL REVENUE FUNDS							
Revenue							
Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT							
299-7052-39935 Transfer In 2022-2023 15PBJA-23-GG-00024-BSCI	41,476.00	41,476.00	0.00	0.00	0.00	-41,476.00	0.00 %
Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT Total:	41,476.00	41,476.00	0.00	0.00	0.00	-41,476.00	0.00%
Revenue Total:	41,476.00	41,476.00	0.00	0.00	0.00	-41,476.00	0.00%
Expense							
Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT							
299-7052-49930 Transfer Out 2022-2023 15PBJA-23-GG-00024-BSCI	41,476.00	41,476.00	0.00	0.00	0.00	41,476.00	0.00 %
Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT Total:	41,476.00	41,476.00	0.00	0.00	0.00	41,476.00	0.00%
Expense Total:	41,476.00	41,476.00	0.00	0.00	0.00	41,476.00	0.00%
Fund: 299 - SPECIAL REVENUE FUNDS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

Transfer
IN
f
out
on Final
Didn't budget
REV & EXP



Truth or Consequences

My Budget Report

Account Summary

For Fiscal: 2024-2025 Period Ending: 06/30/2025

Fund: 299 - SPECIAL REVENUE FUNDS

Revenue

Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
299-7052-32375 State Grants 2022-2023 15PBJA-23-GG-00024-BSCI	0.00	41,476.00	0.00	0.00	0.00	-41,476.00	0.00 %
299-7052-39935 Transfer In 2022-2023 15PBJA-23-GG-00024-BSCI	0.00	41,476.00	0.00	0.00	0.00	-41,476.00	0.00 %
Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT Total:	0.00	82,952.00	0.00	0.00	0.00	-82,952.00	0.00%
Revenue Total:	0.00	82,952.00	0.00	0.00	0.00	-82,952.00	0.00%

Expense

Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT

299-7052-40110 Salaries - 2022-2023 15PBJA-23-GG-00024-BSCI	0.00	18,000.00	0.00	0.00	0.00	18,000.00	0.00 %
299-7052-42310 Employee Travel 2022-23 15PBJA-23-GG-00024-BSCI	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
299-7052-43999 Operating Costs 2022-2023 15PBJA-23-GG-00024-BSCI	0.00	736.00	0.00	0.00	0.00	736.00	0.00 %
299-7052-48599 Prof Serv 2022-2023 15PBJA-23-GG-00024-BSCI	0.00	21,740.00	0.00	0.00	0.00	21,740.00	0.00 %
299-7052-49930 Transfer Out 2022-2023 15PBJA-23-GG-00024-BSCI	0.00	41,476.00	0.00	0.00	0.00	41,476.00	0.00 %
Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT Total:	0.00	82,952.00	0.00	0.00	0.00	82,952.00	0.00%
Expense Total:	0.00	82,952.00	0.00	0.00	0.00	82,952.00	0.00%
Fund: 299 - SPECIAL REVENUE FUNDS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

DOCUMENT #5

Salcedo, Kerin

From: Torres, Angela
Sent: Thursday, November 13, 2025 1:16 PM
To: Salcedo, Kerin
Subject: City Clerk's Budget Adjustments

Hi Kerin,

Can I please get budget adjustments for the following line items:

- 101-1001-43465: Increase of \$3,000 to cover sharp printer rental fees plus overages for the remainder of the FY.
- 101-1001-40125: Increase of \$300 to cover overtime wages for my employees when they are required to attend meetings after hours.
- 101-1001-48599: Increase of \$4,700 to cover charges for my upcoming IWORQ subscription in February, and to cover fees associated with changes to the animal license module in IWORQ once proposed animal ordinance is approved.
- 293-5103-44810: I will need \$775 in this line item to pay for Kirikos invoices for upcoming internments at the Veterans Memorial Columbarium. (As per email on 11/4/25)

Thank you so much for all of your help! I truly appreciate all that you do.

I hope you enjoy the rest of your day.

Angela A. Torres, CMC
City Clerk-Treasurer
City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901
(575) 894-6675
aaatorres@torcnm.org
torcclerk@torcnm.org



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 11/30/2025

Fund: 101 - General
Expense

Department: 1001 - City Clerk

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - General Expense								
Department: 1001 - City Clerk								
101-1001-40110	FULL TIME WAGES-OFF CITY CLERK	138,382.00	138,382.00	5,879.20	54,922.10	0.00	83,459.90	39.69 %
101-1001-40125	OVERTIME WAGES-OFF CITY CLERK 500	200.00	200.00	0.00	249.12	0.00	49.12	124.56 %
101-1001-41205	FICA-REGULAR-OFF CITY CLERK	8,580.00	8,580.00	336.93	3,172.45	0.00	5,407.55	36.97 %
101-1001-41210	FICA-MEDICARE-OFF CITY CLERK	2,007.00	2,007.00	78.80	741.94	0.00	1,265.06	36.97 %
101-1001-41215	PERA-OFFICE OF CITY CLERK	16,329.00	16,329.00	693.75	6,421.74	0.00	9,907.26	39.33 %
101-1001-41225	HEALTH INSURANCE-OFF CITY CLERK	52,486.00	52,486.00	1,791.67	16,125.03	0.00	36,360.97	30.72 %
101-1001-41226	RETIREE INSURANCE	4,151.00	4,151.00	0.00	1,469.71	0.00	2,681.29	35.41 %
101-1001-41240	WORKER'S COMP ASSESSMENT-PR	30.00	30.00	0.00	7.65	0.00	22.35	25.50 %
101-1001-42310	PER DIEM-OFFICE OF CITY CLERK	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
101-1001-42720	EMPLOYEE TRAINING-OFF CITY CLERK	300.00	300.00	0.00	0.00	0.00	300.00	0.00 %
101-1001-43316	FUEL	300.00	300.00	0.00	0.00	0.00	300.00	0.00 %
101-1001-43465	RENT OF EQUIPMENT - 6,000	3,000.00	3,000.00	185.27	1,813.87	1,136.13	50.00	98.33 %
101-1001-43740	PRINTING/PUBLISHING	12,000.00	11,725.00	266.95	4,804.71	2,595.46	4,324.83	63.11 %
101-1001-43770	SUBSCRIPTION & DUES	8,400.00	13,400.00	420.00	8,631.83	4,757.88	10.29	99.92 %
101-1001-43775	TELEPHONE	3,000.00	3,000.00	0.00	1,002.56	1,947.44	50.00	98.33 %
101-1001-43999	OPERATING COSTS	0.00	360.00	0.00	274.92	83.01	2.07	99.43 %
101-1001-44606	OFFICE SUPPLIES	3,500.00	3,100.00	0.00	812.35	0.00	2,287.65	26.20 %
101-1001-47410	MAINTENANCE CONTRACTS-OFF CITY CLERK	4,000.00	4,000.00	0.00	3,506.37	0.00	493.63	87.66 %
101-1001-48599	OTHER CONTRACTUAL SERVICES 6,015	6,000.00	1,315.00	0.00	0.00	0.00	1,315.00	0.00 %
Department: 1001 - City Clerk Total:		263,865.00	263,865.00	9,652.57	103,956.35	10,519.92	149,388.73	43.38%
Expense Total:		263,865.00	263,865.00	9,652.57	103,956.35	10,519.92	149,388.73	43.38%
Fund: 101 - General Total:		263,865.00	263,865.00	9,652.57	103,956.35	10,519.92	149,388.73	43.38%
Report Total:		263,865.00	263,865.00	9,652.57	103,956.35	10,519.92	149,388.73	43.38%

DOCUMENT #6



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 11/30/2025

Fund: 293 - Vet Wall Perp

Revenue

Department: 5103 - Vet Wall Perp

[293-5103-37388](#)

COLUMBARIUM REVENUES

Department: 5103 - Vet Wall Perp Total:

Revenue Total:

Fund: 293 - Vet Wall Perp Total:

Report Total:

Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
0.00	0.00	651.00	775.00	0.00	775.00	0.00 %
0.00	0.00	651.00	775.00	0.00	775.00	0.00%
0.00	0.00	651.00	775.00	0.00	775.00	0.00%
0.00	0.00	651.00	775.00	0.00	775.00	0.00%
0.00	0.00	651.00	775.00	0.00	775.00	0.00%

293-5103-44810 (W)

775 ↑



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: H.2

SUBJECT: Resolution No. 23 25/26 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: November 13, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 23 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

Resolution No 23 25/26

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 11-19-25



RESOLUTION NO. 23 25/26

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

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

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

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

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

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

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

PASSED, ADOPTED and APPROVED this **19th day of November, 2025**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2025-26 11/19/2025
DFA Resolution Number: 23 25/26 Signatures Needed
BAR NUMBER 7

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	340	340-7068-32375	ST-Other State Grant CN-1102370	Revenue	\$ -	\$ 474,992	\$ 474,992	TAP Grant - CN-1102370 Smith Street Sidewalk Reconstruction
	340	340-7068-45600	ST-Entity Match CN-1102370	Expense	\$ -	\$ 80,945	\$ 80,945	TAP Grant - CN-1102370 Smith Street Sidewalk Reconstruction
	340	340-7068-80860	ST-Infrastructure CN-1102370		\$ -	\$ 474,992	\$ 474,992	TAP Grant - CN-1102370 Smith Street Sidewalk Reconstruction
	340	340-7068-39935	ST-Transfer In CN-1102370		\$ -	\$ 555,937	\$ 555,937	TAP Grant - CN-1102370 Smith Street Sidewalk Reconstruction
	216	216-4503-49930	ST-Transfer Out CN-1102370		\$ 168,846.00	\$ 555,937	\$ 724,783	TAP Grant - CN-1102370 Smith Street Sidewalk Reconstruction
	216	216-4503-39935	ST-Transfer In CN-1102370		\$ -	\$ 474,992	\$ 474,992	TAP Grant - CN-1102370 Smith Street Sidewalk Reconstruction
	340	340-7068-49930	ST-Transfer Out CN-1102370		\$ -	\$ 474,992	\$ 474,992	TAP Grant - CN-1102370 Smith Street Sidewalk Reconstruction
2	304	304-7069-32010	SJOA-Junior Bill Grant FY26 Rev	Revenue	\$ -	\$ 35,000	\$ 35,000	SJOA Junior Bill FY26
	304	304-7069-60785	SJOA-Junior Bill Grant FY26 Exp	Expense	\$ -	\$ 35,000	\$ 35,000	SJOA Junior Bill FY26
	304	304-7069-39935	SJOA-Transfer In Junior Bill Grant FY26	Revenue	\$ -	\$ 35,000	\$ 35,000	SJOA Junior Bill FY26
	101	101-1099-49930	GF- Transfer Out	Expense	\$ 2,547,933.00	\$ 35,000	\$ 2,582,933	SJOA Junior Bill FY26
	101	101-1099-39935	GF- Transfer In	Revenue	\$ 1,124,949.00	\$ 35,000	\$ 1,159,949	SJOA Junior Bill FY26
	304	304-7069-49930	SJOA-Transfer Out Junior Bill Grant FY26	Expense	\$ -	\$ 35,000	\$ 35,000	SJOA Junior Bill FY26

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

Rolf Hechler, Mayor

(Date)

DOCUMENT #1

Salcedo, Kerin

From: Alvarez, Traci
Sent: Friday, November 7, 2025 2:06 PM
To: Salcedo, Kerin
Cc: Holguin, Jocelyn; Whitehead, Gary
Subject: BAR Request - 11-19-2025
Attachments: 2. TCS-26-01 AIRFIELD MAINTENANCE CONSUMABLES_Executed.pdf; 2. FY26 Library State Grant.pdf; 3. 1102370_Construction Agreement_signed by legal.pdf

Good afternoon, Kerin,

Would it be possible to add these to the BAR for the meeting on 11-19-2025? I have attached the applicable documents. (I might have sent you one of these already).

FY 26 State Grants-in-Aid to Public Libraries Grant Agreement - \$15,000.00 - Library 22 25/26 #1
Grant agreement is fully executed - will be presented to Commission on 11-19 for acceptance.

FY 26 Airfield Maintenance & Consumables NMDOT Aviation Grant Agreement - Airport 22 25/26 #2
\$22,000.00 (\$20,000.00 GRANT/\$2,000.00 MATCH) -
Grant agreement is fully executed - will be presented to Commission on 11-19 for acceptance.

NMDOT Transportation Alternatives Program (TAP) Grant Agreement CN 1102370 - Streets 23 25/26 #1
\$555,937.00 (\$474,990.73 Grant/\$80,944.11 Match) - *We might use some or all in kind services for the match amount*
Grant agreement will be presented to Commission on 11-19 for signature and then submitted to NMDOT for final execution.

Thank you for your assistance
Traci

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565
<https://www.torcnm.org/>
talvarez@torcnm.org





October 30, 2025

Ms. Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims St.
Truth or Consequences, New Mexico 87901

RE: Control Number: 1102370

Dear Ms. Alvarez:

Enclosed for your coordination of signatures is an original of the Cooperative Project Agreement for the project referenced above. Please return the signed agreement to your Region T/LPA Coordinator. An original will be sent to you at the time it is fully executed.

If you have any questions concerning this agreement or if I can be of further assistance, please contact me at (505) 819-8027.

Sincerely,

Ryan Gutierrez

Ryan Gutierrez
D3 & D6 Liaison
Project Oversight Division

Concur:

Region T/LPA Coordinator

CC: Sean Sandoval Project Oversight Director
Kimberly Perry Project Oversight Deputy Director

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No.:	
Vendor No.:	0000054340
Control No.:	1102370

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The **New Mexico Department of Transportation** (Department), and the City of Truth or Consequences (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: 1102370 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

1. **FFY 2026 Trans Alt Urban Clusters IIJA - 5K to 49,999 (TAPUC) Funds**

Department's 85.44% share

\$474,992

Smith Street Sidewalks Reconstruction. Construction ADA - compliant sidewalks along Smith Street. Smith Street from N. Date Street to N. Silver Street. (Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. 1102370.)

2. **City's matching 14.56% share**

\$80,945

For the purpose stated above.

3. **The Total Project Funding for Construction Work**

\$555,937

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.
 2. An audit determines an overpayment or federal funds were used for ineligible cost items.
 3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
 4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.
- The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

- a. Title 23, U.S. Code Highways and its associated regulations
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
- c. 49 CFR Part 20, Lobbying Certification
- d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
- e. The Department's policies and standards
- f. The current Tribal/Local Government Handbook located at: <https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/>
- g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **6/30/2027**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

- a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
- b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
- c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
- d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, 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.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator

Judith Gallardo
South Region T/LPA Coordinator
New Mexico Department of Transportation
750 N. Solano Drive
Las Cruces, NM 88001
Office: (575) 323-4242
E-mail: Judith.Gallardo@dot.nm.gov

District T/LPA Coordinator

Alden Elwess
T/LPA Coordinator
New Mexico Department of Transportation
2912 East Pine Street
Deming, NM 88030
Office: (575) 313-7835
E-mail: Alden.Elwess@dot.nm.gov

Construction Liaison Engineer

Kimberley Fetherlin
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
750 N. Solano
Las Cruces, NM 88001
Office: (575) 635-9846
E-mail: Kimberley.Fetherlin@dot.nm.gov

Local Agency

Traci Alvarez

Assistant City Manager

City of Truth or Consequences

505 Sims St.

Truth or Consequences, New Mexico 87901

Office: 575-952-0565

E-mail: talvarez@torcnm.org

12. Amendment.

The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

Signed by:
By: Samuel Roybal Date: 10/27/25
Assistant General Counsel

CITY OF TRUTH OR CONSEQUENCES

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
Assistant City Manager

Approved as to form and legal sufficiency by the City's Attorney

By: _____ Date: _____
CITY OF TRUTH OR CONSEQUENCES Attorney

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Truth or Consequences
(ii) Public Entity's unique entity identifier (UEI);	YRPKBBHU1EJ8
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	Start date: Please see date on approved Federal Highway form thru End Date: 6/30/2027.
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$474,992
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Smith Street Sidewalks Reconstruction. Construction ADA - compliant sidewalks along Smith Street. Smith Street from N. Date Street to N. Silver Street
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit

2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).

The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over \$25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. **Inspector General Reviews:** Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees:** With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
 - a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
 - b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

DOCUMENT #2

RE: BAR Request - 11-19-2025



Alvarez, Traci

To Salcedo, Kerin

Cc Holguin, Jocelyn; Whitehead, Gary



Fri 11/7

 This message is part of a tracked conversation. Click here to find all related messages or to open the original flagged message.



Junior Bills 2026- Tor C_FY26.pdf
240 KB

Please see an additional grant agreement for the BAR –

FY26 Aging & Long-Term Services Department Junior Bill Appropriations Agreement - \$35,000.00 -
SJOA - Grant agreement will be presented to Commission on 11-19 for signature and then submitted to
ALTSD for final execution.

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565
<https://www.torcnm.org/>
talvarez@torcnm.org



Aging & Long-Term Services Department (ALTSD)
Junior Bill Appropriations Agreement

APPROPRIATION RECIPIENT: City of Truth or Consequences

APPROPRIATION NUMBER:
6200000000

APPROPRIATION AMOUNT:
\$35,000

REVERSION DATE:
June 30, 2026

APPROPRIATION LANGUAGE
For senior meal sites

Grant funds unexpended by June 30, 2026, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the ALTSD Exhibit A: Request for Payment Form, along with supporting document(s) that evidence the expenses to be reimbursed. The ALTSD will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date.

CERTIFICATION

I hereby certify that :

1. Shall only use the appropriation funds to carry out or perform activities described in appropriation language.
2. Shall comply with the State Procurement Code and the execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
 3. Shall ensure that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
 4. Shall follow the procedure described in "Appropriation Reimbursement" section for reimbursement of appropriated funds.

Entity

Date

Entity

Date

APPROVAL

In accordance with the authority conferred on the Aging & Long-Term Services Department by the statute appropriating these funds, I hereby approve this certification for appropriation number 62000000000 in the amount of .

ALTSD Agency

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: H.3

SUBJECT: Discussion/Action: Resolution 24 25/26 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to NMFA for an Effluent Reuse Water System PER (Preliminary Engineering Report)

DEPARTMENT: Community Development

DATE SUBMITTED: November 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Purpose of the PER is to evaluate the existing system components with recommendations for improvements & expansion. The report will justify projects, confirm feasibility and affordability and detail engineering, financial and environmental aspects to secure funding.

A PER is a required document for applying for state and federal funding and provides the necessary engineering and financial information that funding agencies require.

It acts as a crucial planning tool to assess the current system's condition, identify deficiencies, and evaluate potential solutions. This includes examining alternatives like increasing capacity, making process changes, or repairing ageing infrastructure. The report analyzes project costs, potential user charges, and long-term operation and maintenance expenses. It helps determine if a project is financially viable.

Estimated cost for the PER is not to exceed \$100,000.00 – NMFA has determined the City would qualify for 100% Grant funds not to exceed \$100,000.00

Recommendation:

Approve Resolution 24 25/26 and Authorize City Manager/Mayor to Execute Applicable Documents pertaining to the application

Attachments:

- Resolution 24 25/26
- Application Certification Form

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-19-25

RESOLUTION NO. 24 25/26

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Truth or Consequences (the "Governmental Unit") is a duly organized Municipality created and formed pursuant to New Mexico Statutes Chapter 3. Municipalities § 3-1-2 and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and

WHEREAS, the New Mexico Finance Authority ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act, the Finance Authority has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the City Council of the Governmental Unit (the "Governing Body") desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and

WHEREAS, the Governing Body intends to submit the Planning Document to develop an **Effluent Reuse Water System PER** ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document in whole/in part with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all lawful actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

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

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

PASSES APPROVED AND ADOPTED this 19th day of November 2025.

Rolf Hechler, Mayor

(Seal)

ATTEST:

Angela Torres, City Clerk-Treasurer

Local Government Planning Fund Application Certification

SECTION VI. CERTIFICATION

I certify that:

We have the authority to request the funds described in this application. To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature: _____
(Authorized Signatory/Highest Elected official) Title

Print Name: Rolf Hechler Date: _____

Jurisdiction: City of Truth or Consequences



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: H.4

SUBJECT: Resolution No. 25 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: November 13, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

The Streets Department would like to purchase a new Street Sweeper. We are eligible to apply for a loan through the NM Finance Authority through their Equipments Program. We would qualify for \$150,000 and the loan would be at a 2% rate, and the balance would be at 4%. We also have funds available for the downpayment.

We looked at a manual street sweeper for \$290,000, and one that was recommended by Buster in the Streets Department that was around \$230,000 plus tax. The Streets Department requested that the sweeper that is purchased be a vacuum-style sweeper, so it produces less dust when they are sweeping the streets.

Recommendation:

Request to apply for the NMFA loan and request to look for a funding mechanism and authorization to move forward to try and buy a street sweeper.

Attachments:

- Resolution No. 25 25/26

-

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 25 25/26 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoeppner
Commissioner*

*Gary Whitehead
City Manager*

RESOLUTION NO. 25 25/26

AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Truth or Consequences is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (the "Act"), and the City Commission is authorized to borrow funds and/or issue bonds for the financing of public projects for the benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority has established a program for financing projects from the Public Project Revolving Fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake the acquisition, construction, and improvement of Street Sweeper Loan Application ("Project") for the benefit of the Governmental Unit and its citizens; and

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

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

All prior actions of the Governing Body and its officers and employees directed toward the preparation and submission of the Application and the Project, to the extent consistent with this resolution, are hereby ratified, approved, and confirmed.

The completed Application submitted to the Governing Body is hereby approved and confirmed.

The officers and employees of the Governing Body are hereby directed and authorized to submit the completed Application to the Authority for its review, to take such further actions as may be requested by the Authority during its consideration of the Application, and to proceed with arrangements for financing the Project.

All resolutions or parts thereof in conflict with this resolution are hereby repealed.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 19th day of November, 2025.

By: _____
Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk



NEW MEXICO
FINANCE AUTHORITY

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

**PUBLIC PROJECT REVOLVING FUND
EQUIPMENT APPLICATION**

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:

Applicant/Entity:					
Address:					
County		Census Tract:			
Federal Employer Identification Number (EIN) as issued by the IRS:					
Legislative District:	Senate:		House:		
Phone:		Fax:		Email Address:	
Individual Completing Application:					
Address:					
Phone:		Fax:		Email Address:	

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

- ☐ Current unaudited financials
- ☐ Current fiscal year budget
- ☐ Equipment Application
- ☐ Application Resolution
- ☐ Minutes of public hearing meeting approving submission of application
- ☐ Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title:

(highest elected official)

Jurisdiction:

Print Name:

Date:

Signature:

Date:

Finance Officer/Director:

BOND SUMMARY STATISTICS**City of Truth or Consequences
2025 Equipment Loan**

	<i>Market Loan Component</i>	<i>Disadvantaged Loan Component</i>	<i>Aggregate</i>
Dated Date	03/27/2026	03/27/2026	03/27/2026
Delivery Date	03/27/2026	03/27/2026	03/27/2026
Last Maturity	05/01/2030	05/01/2035	05/01/2035
Arbitrage Yield	0.710391%	0.710391%	0.710391%
True Interest Cost (TIC)	3.310951%		0.710391%
Net Interest Cost (NIC)	3.311813%		0.702078%
All-In TIC	3.310951%		0.710391%
Average Coupon	3.311813%		0.702078%
Average Life (years)	2.577	7.094	5.172
Duration of Issue (years)	2.471	7.094	5.005
Par Amount	111,112.00	150,000.00	261,112.00
Bond Proceeds	111,112.00	150,000.00	261,112.00
Total Interest	9,481.22		9,481.22
Net Interest	9,481.22		9,481.22
Total Debt Service	120,593.22	150,000.00	270,593.22
Maximum Annual Debt Service	29,453.03	30,000.00	30,000.00
Average Annual Debt Service	29,452.89	16,493.59	29,753.68
Underwriter's Fees (per \$1000)			
Average Takedown			
Other Fee			
Total Underwriter's Discount			
Bid Price	100.000000	100.000000	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Loan Component	111,112.00	100.000	3.31181182%	2.577
Disadvantaged Loan Component	150,000.00	100.000		7.094
	261,112.00			5.172

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	261,112.00	261,112.00	261,112.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	261,112.00	261,112.00	261,112.00
Target Date	03/27/2026	03/27/2026	03/27/2026
Yield	0.710391%	0.710391%	0.710391%

BOND DEBT SERVICE**City of Truth or Consequences
Market Loan Component**

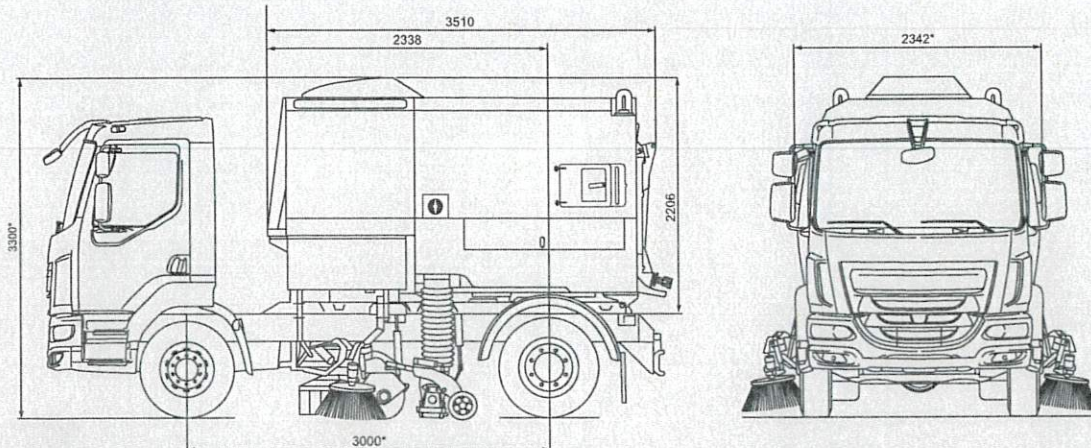
<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
05/01/2026	2,773	3.410%	8.93	2,781.93	2,781.93
11/01/2026			2,140.56	2,140.56	
05/01/2027	25,512	3.380%	1,800.47	27,312.47	29,453.03
11/01/2027			1,369.32	1,369.32	
05/01/2028	26,714	3.320%	1,369.32	28,083.32	29,452.64
11/01/2028			925.86	925.86	
05/01/2029	27,601	3.300%	925.86	28,526.86	29,452.72
11/01/2029			470.45	470.45	
05/01/2030	28,512	3.300%	470.45	28,982.45	29,452.90
	111,112		9,481.22	120,593.22	120,593.22

UNIVERSAL BOND SOLUTION

**City of Truth or Consequences
2025 Equipment Loan
Universal Bond Solution Component**

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Total Adj Debt Service</i>
05/01/2026	2,773	2,782	2,782
05/01/2027	25,512	29,453	29,453
05/01/2028	26,714	29,453	29,453
05/01/2029	27,601	29,453	29,453
05/01/2030	28,512	29,453	29,453
05/01/2031	30,000	30,000	30,000
05/01/2032	30,000	30,000	30,000
05/01/2033	30,000	30,000	30,000
05/01/2034	30,000	30,000	30,000
05/01/2035	30,000	30,000	30,000
	261,112	270,593	270,593

Bucher MaxPowa V50



Dimensions

Length (cowl and hopper)	3510 mm
Width*	2342 mm
Height*	3300 mm
Wheelbase*	3000 mm nominal
Sweeping path of suction nozzle and channel brush	1300 mm
Sweeping path with roller brush	2400 mm
Sweeping path for double-sided pick up	3400 mm

Noise level cab

<75 dB(A) generally
(dependent on chassis selection)

Alternative drives

Mekavac (PTO Drive)	V50m
Hydrostatic	V50h

Chassis

GVM	9.5 - 12 tonnes
-----	-----------------

Diesel fuel tank

Capacity	up to 190 l
----------	-------------

Auxiliary engine

	V50t
Standard	JCB Dieselmax 430 NRMM Stage 5
Gross power	55 kW @ 2200 rpm
Max torque	440 Nm @ 1150 rpm
Option:	JCB Dieselmax 448 NRMM Stage 5
Gross power	97 kW @ 2200 rpm
Max torque	550 Nm @ 1500 rpm
Option:	JCB Dieselmax 444 NRMM Stage 3a**
Gross power	85 kW @ 2200 rpm
Max torque	440 Nm @ 1300 rpm

* Dependent on chassis and/or option selected

** Not for EU, 24v only

Features



Simultaneous Sweep

gives a maximum 3600mm swept path using both channel brushes.



Body prop

highly visible and self-engaging provides the operator and service personnel with a safe working environment.



Water Strainer

allows the hopper body to be used as a large water tank allowing street flushing operations.

Bucher MaxPowa V50

Controls

JVM with 10" touchscreen. Clear graphics providing information on a wide range of sweeper functions. Clear and intuitive navigation with a shallow menu structure and accessible features. Separate door controller for the main sweeping functions with LEDs for active operations. Provision for up to 6 fully programmable buttons for your chosen sweep settings.

Fan impellor

Operational speed variable between 1800 rpm - 3500 rpm to suit operation. V50t: Step-up gearbox ratio: 1.79:1

Channel brush

Quick release brush system with infinitely variable speed up to 160 rpm (cab controlled). Hi-visibility yellow brush plate and hose guide. Ability to independantly adjust pressure to channel brushes from the cab.

Nozzle

Cast aluminium nozzle with 250 mm diameter inlet and tool free adjustment.

Dust suppression system

Dust suppression sprays located at suction nozzle(s), channel brush(es) and across front of vehicle. Pressadrain water purging system. EUnited PM10/2.5 4* Certified.

Electrical system

24 volt. All external loom connections are full automotive IP67 rated.

Exterior noise / Sound power level

LWA 108 dB(A) for standard power engines measured in accordance with EC directive 2000/14/EC.

LWA 110 dB(A) for high power engines measured in accordance with EC directive 2000/14/EC.

Hopper

Body comprises of hopper & integral water tank. Fabricated from heavy duty stainless steel.

Water tight twin lock rear door latching system with de-watering function.

Two body side access doors and side storage lockers. Plug in hopper floor as transfer port for use as Streetwasher. Rear discharge chute, automatic multi position body prop, twin caged LED rear beacons and LED worklights are standard features.

Hopper volume	5.0 m ³
Discharge angle	53° nominal
Door opening angle	125° nominal

Water tank

Water tank incorporates anti-surge baffles and filled via a type 'A' water hydrant fill. A twin diaphragm pump runs continuously and is able to run dry. Water capacity 1365 l

Cowl

Smoothflow cowl lined with frequency matched soundproofing material.

Brushes

Wide sweep brush	Ø 340 mm
Width of wide sweep brush	1275 mm
Width of suction nozzle	750 mm
Channel brush	500mm

Options

- Camera monitoring systems
- Littasnatch
- Microtrap dust suppression system
- Pneumatic mesh shakers
- Powascrub - wide sweep brush ground pressure device
- Supawash - high pressure washing system, 32 l/min @ 100 bar, c/w handlance & 15m hose reel
- 6" or 8" boom mounted Wanderhose with power assist option

Bucher Municipal



For local contact and support, please scan the QR code or visit buchermunicipal.com

Driven by better



Bucher Municipal
E-Shop

Version 07_02/2025
Technical data is subject to change without prior notice.
The illustrations may depart from standard equipment.

Non CDL

Compact

Diesel

Mid Dump

A4 STORM TE

REGENERATIVE AIR SWEEPER



*Sweeper may be shown with optional equipment

BEST FOR:

CITY CENTER CLEANING

DOWNTOWN CLEANUP

MUNICIPALITY SWEEPING

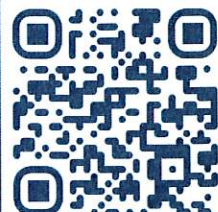
AND MUCH MORE

SCAN THE QR CODE

The Schwarze A4 Storm TE combines the efficiency of a twin-engine system with the proven performance of regenerative air technology. Designed for powerful, reliable debris pickup, the A4 Storm delivers unmatched suction power, precise control, and reduced noise levels—all in a compact, highly maneuverable design that does not require a CDL to operate.

Equipped with a high-performance 80-inch wide pickup head, vertical digger-type gutter brooms, and a 4.5 cubic yard hopper, the A4 is built to tackle urban and municipal sweeping jobs with ease.

THE PEOPLE YOU KNOW. THE PRODUCTS YOU TRUST FOR A BETTER PLANET.



MORE INFORMATION

Sourcewell

Awarded Contract

Contract # 093021-SWZ

HGACBuy

THE GRANT PURCHASING SOLUTION



[schwarze.sweepers](https://www.facebook.com/schwarze.sweepers)

[schwarze-industries](https://www.linkedin.com/company/schwarze-industries)



[schwarze.sweepers](https://www.instagram.com/schwarze.sweepers)

[swpr](https://twitter.com/swpr)



www.schwarze.tv

[schwarze.com/A4TE](https://www.schwarze.com/A4TE)



MT4H ROAD SWEEPER SPECIFICATIONS

General Specifications

Sweep path:

Main broom only: 58" (1,473 mm)

Main broom and two side brooms: 114" (2,896 mm)

Chassis Specifications

Chassis:

Commercial Class 5

Make:

Isuzu NRR 19,500 lb GVWR

CDL:

Not Required

Engine:

Isuzu 4HK1-TC, 5.19 L displacement

Power:

215 hp @ 2,500 rpm

Torque:

452 lb-ft @ 1,850 rpm

Brakes:

Hydraulic

Wheelbase:

109" (2,769 mm)

Turning radius:

16.3 ft (4,968 mm)

Suspension:

Front leaf spring / Rear air suspension

Contact us for detailed chassis specifications.

Paint

Body:

High-gloss white

Undercarriage:

Black

Contact us for custom colors.

Available Enhancements

- Front LED strobe
- Interior hopper camera
- Rear curbside LED strobe
- Rear LED light bar or arrow board
- Street-side side broom camera
- Strip broom
- Conveyor washdown
- Stainless steel hopper
- Dual steer



Equipment Specifications

Main broom:

Type: Prefab, disposable, polypropylene filled with steel tube
Diameter: 36" (914 mm)
Length: 58" (1,473 mm)
Drive: Hydraulic motor with direct drive
Speed control: Hydraulically adjustable
Digging pressure and wear control: Adjustable spring
Lift control: Hydraulic
Mounting: Full-floating trailing arm
Lubrication: Greaseless composite bushings with chrome pins

Side broom:

Type: Disposable 4 and 5 segments
Mounting: Trailing arm design
Diameter:

- 40" (1,016 mm) street-side
- 42" (1,067 mm) curbside

Drive and lift: Hydraulic
Speed control: Hydraulically adjustable
Down pressure control: Inside cab
Tilt control: Inside cab
Flexibility: Free-floating and full sideways oscillation
Lubrication: Greaseless composite bushings with chrome pins

Sweeper Engine:

Make: Kubota V2403, Tier 4 Final
Type: 4 cylinder, turbocharged diesel

Displacement: 2.4 L
Power: 64.2 hp @ 2,700 rpm
Torque: 144.3 lb-ft @ 1,600 rpm
Alternator: 60 amp

Hopper:

Volumetric capacity: 4 yd³ (3 m³)
Usable capacity: 3.2 yd³ (2.4 m³)
Lift and dump control: Inside cab
Dump direction: Street-side or curbside
Inspection door: Curbside
Minimum dump height: 18" (457 mm)
Maximum dump height: 120" (3,048 mm)
Maximum hopper door angle: 50°
Lift capacity: 11,400 lb (5,171 kg)
Lifting mechanism: Single, cradle mounted, multistage hydraulic cylinder
Lubrication: Greaseless composite bushings with chrome pins

Conveyor:

Type: Squeegee style with replaceable rubber edging
Conveyor floor: Bolt-in two-section Hardox® abrasion resistant steel plates
Drive: Direct drive hydraulic motor
Speed control: Hydraulically adjustable
Components: Hardened steel conveyor chain with rubber sprockets

Systems Specifications

Electrical System (Sweeper and Chassis):

Type: 12 volt negative ground system
Alternator: 110 amp (chassis)
Battery: Two 750 amp (1,500 CCA total)
Fuses: Standard automotive fuses
Wiring: Braided electric harness (identified color-coded, stamped with Amphenol® and Deutsch® connectors)
Electric enclosure: NEMA3 rated (housing central wiring and relays)

Water Spray System:

Tank construction: Polyethylene
Tank capacity: 220 gal (833 L)
Pump: Electric diaphragm
Spray nozzles:

- 4 across main broom
- 3 in front of each side broom
- 5 across front bumper

Pump control: Inside cab
Flow control: At each spray location
Compliance: PM10 (Rule 1186 certified)

Camera System:

Camera type: Waterproof, vibration resistant, infrared/LED
Locations: Curbside and rear
Monitor: 7" color LCD display

Hydraulic System:

Pump type: Danfoss® variable displacement, load sensing, axial piston pump
Valves: Danfoss® PVG-32 9-sections with manual override
Capacity: 32 GPM
Fittings: 37° JIC
Reservoir capacity: 31 gal (117 L)
Return line filter: 10 micron in tank
Filter restriction gauge: Inside return line filter
Breather: 3 micron
Cooler: Externally mounted SPAL® brushless electric cooling fan

Instrumentation/Controls:

Warning lamps and buzzer:

- Conveyor stall

Warning lamps:

- Hopper position
- Low hydraulic oil level

Sweeper engine shutdown warning:

- Low hydraulic oil level
- High hydraulic oil temperature
- Low engine oil pressure
- High engine coolant temperature





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: H.5

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

DEPARTMENT: Police Department

DATE SUBMITTED: November 13, 2025

SUBMITTED BY: Tyler Knull

WHO WILL PRESENT THE ITEM: Tyler Knull

Summary/Background:

Staff is requesting publication of the revised Ordinance that will update Animal Control and Animal Shelter Ordinances to meet the needs of current operations at the Animal Shelter and for Animal Control Enforcement. The packet includes the updated ordinance as well as a version that includes the community cat program. We request that the commission choose which version they want to publish and if approved for publication, the ordinance will go before one final workshop before it is brought back to the commission on December 17th for the final public hearing and final adoption.

Recommendation:

Approval of publication of Ordinance No. 771 Version A or Version B

Attachments:

- Proposed Ordinance No. 771 – Version A
- Proposed Ordinance No. 771 – Version B (W/ Community Cat Program)

-

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agenda 11-19-25

Proposed Ordinance No. 771

Version A

CHAPTER 3. ANIMALS

ARTICLE I. GENERAL PROVISIONS

SEC. 3-1. TITLE AND INTENT.

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

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

SEC. 3-2. DEFINITIONS.

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

Abandonment of animals means to desert and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission.

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

Adequate food means the access to and provision of uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal.

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

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

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

Adequate space to prevent overcrowding or ***Adequate Space*** means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down with tail and limbs outstretched.

CHAPTER 3. ANIMALS

Adequate water means constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health

Alter or Alteration means to render an animal permanently sterilized and incapable of reproduction.

Animal means any living nonhuman mammal, bird, reptile, or amphibian including bats, Companion Animals, Companion Birds, Domestic Animals, Exotic or Wild Animals, Livestock, pigeons, porcupines, Poultry, prairie dogs, rabbits and skunks. For the purpose of this article, insects and arachnids are not included in the definition of animal.

Animal Shelter or shelter means any pound, lot, premises, and/or building maintained by the City for the care and custody of animals. This shall include any private shelter contracted or permitted by the City for the purpose of maintaining care and custody of animals.

Animal Shelter Staff means a person or group of people employed by the City to work at the Animal Shelter and charged with maintaining care and custody of animals.

Animal Control Officer or A.C.O means any person designated by the Chief of Police or City Manager to enforce animal control laws, orders, ordinances and regulations.

Animal fighting paraphernalia means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. Instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument.
2. Items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Bait animal means any animal used to train and/or condition other animals to fight and are exposed to attack by other animals used in fighting or to make the attacking animal more confident and aggressive.

Basic Grooming means examination, attention and acts reasonably necessary to maintain the eyes, ears, beaks, hooves, feet, coat and skin of an Animal in healthy condition. Basic Grooming also obligates an Owner to provide any and all materials an Animal requires for self-grooming. Basic Grooming does not include acts to maintain appearance only.

CHAPTER 3. ANIMALS

Basic Medical Care means reasonable medical care required by the species, including periodic examinations by a veterinarian, prompt Veterinary care when required, age and species appropriate Vaccinations, Basic Grooming and internal and external Parasite Control where appropriate.

Bite means any puncture, tear, scratch or wound of the skin inflicted by the teeth of an animal.

Bona Fide Animal Show means an exhibition approved by the City Manager or City Manager's designee of Companion Animals, Companion Birds or Horses in competition for prizes or awards that does not include sales or fighting.

Breeder means any person involved in the controlled breeding of animals. Breeders are subject to City of Truth or Consequences Kennel Permit requirements.

Business Days or **Working Days** means any day in which normal business operations are conducted. Typically, Monday through Friday and not including Public Holidays.

Cage means a structure for confining birds or animals, enclosed on at least one side by a grating of wires or bars that lets in air and light.

Calander Days means every day on the calendar including weekends and holidays.

Canine hybrid means any offspring which results from the breeding of a domestic species or breed of canine with any wild species or breed of canine, such as wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described or represented as a canine hybrid, wolf-dog, or wolf hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a canine hybrid for the purpose of this chapter. An animal shall not be classified to be a canine hybrid based strictly on its appearance.

Care means responsibility for or attention to health, well-being, and safety.

Cat means belonging to the species *Felis Catus*.

Collar means a strap made of leather or other strong material or a harness that is worn around the neck/torso of an animal to which a current rabies vaccination and city animal registration tag can be affixed.

Companion Pet or **Companion Animal** means an owned, Domestic Animal that is considered a pet. This does include not a Hybrid dog or Hybrid cat. Guard Dogs are not considered Companion Animals or Companion Pets.

CHAPTER 3. ANIMALS

Companion Bird means A bird commonly kept as a pet by humans and confined on the property of the Owner, including parakeets, canaries, lovebirds, finches, parrots, macaws, cockatoos, cockatiels, toucans and lorries, but excluding:

1. All of the family Anatidae (waterfowl);
2. All of the family Tetraonidae (grouse and ptarmigans);
3. All of the family Phasianidae (quail, partridges and pheasants);
4. All of the family Meleagrididae (wild turkeys) except for the domestic strains of turkeys;
5. All of the family Phasianidae (francolins);
6. All of the family Gruidae (cranes);
7. All of the family Rallidae (rails, coots and gallinules);
8. All of the family Charadriidae (plovers, turnstones and surfbirds);
9. All of the family Scolopacidae (shorebirds, snipe, sandpipers and curlews);
10. All of the family Recurvirostridae (avocets and stilts);
11. All of the family Scolopacidae (phalaropes);
12. All of the family Columbidae (wild pigeons and doves) except for the domestic strains of pigeons; and
13. Ducks, geese, chickens and other poultry.

Confined or **confinement** means restriction of an animal at all times by an owner or keeper in an escape proof building or other enclosure away from other animals and the public.

Crate means a device or structure designed for the temporary confinement of an Animal.

Custody or **Custodian** means the possession, control over and responsibility for an Animal by a Person who may or may not be the Owner but who may represent the Owner of an Animal.

Dangerous dog means a dog that caused a serious injury to a person, Domestic Animal or Livestock.

Dog means a member of the species *Canis Lupus Familiaris*.

Domestic Animal means any living creature other than a human being that is customarily used for companionship, food or work. For the purpose of this chapter all Companion Animals are Domestic Animals but not all Domestic Animals are Companion Animals.

Domestic Livestock or **Livestock** as defined by the State Livestock Code and shall include, but not be limited to, bison, buffalo, cattle, horses, donkeys, mules, chickens, ducks, poultry, llamas, ostriches, emus, rheas, camelids (camels), farmed Cervidae, swine, sheep or goats.

Electronic leash, electronic collar or **e-collar** means a device that uses a remote to send signals that deliver electric stimulation, vibrations, beeps to control, confine or correct an animal. Is not considered a form of immediate control and shall not be used in place of a leash.

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Emergency measures mean any action taken by animal control or its designated agents to preserve the health and life of an animal or human being, including but not limited to entering vehicles or premises, with probable cause and/or exigent circumstance, and impounding an animal to prevent present or imminent suffering to the animal, a human being, or another animal.

Emergency Medical Care means the care required in response to a traumatic injury or rapidly evolving health crisis concerning an Animal.

Enclosed lot means any parcel of land or portion thereof in private ownership around the perimeter of which a wall or fence has been erected of such a height and surety so as to retain the species of animal within the bounds for which the fence was erected.

Enclosure means an area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within and prevent the entry of any other animal(s).

Establishment means a place of business together with its grounds and equipment.

Estray or **stray** means any Companion Animal, Companion Pet, Exotic Animal or Livestock found running at large or unattended beyond the boundaries of the premises of the owner.

Exotic Animal or **Wild Animal** means those species of animals that are considered exotic to humans. Exotic Animals include any and all of the following orders and families, whether bred in the wild or in captivity, and any and all hybrids. The animals listed in the parentheses are intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified:

1. Class Mammalia
 - a. Order Artiodactyla (hippopotamuses, giraffes, camels, deer, not cattle or swine or sheep or goats)
 - b. Order Carnivora
 - i. Family Felidae (lions, tigers, cougars, leopards, ocelots, servals, not domestic cats)
 - ii. Family Canidae (wolves, coyotes, foxes, jackals, not domestic dogs)
 - iii. Family Ursidae (all bears)
 - iv. Family Mustelidae (weasels, skunks, martens, minks, not ferrets)
 - v. Family Procyonidae (raccoons, coatis)
 - vi. Family Hyaenidae (hyenas)
 - vii. Family Viverridae (civets, genets, mongooses)
 - c. Order Edentata (anteaters, armadillos, sloths)
 - d. Order Marsupialia (opossums, kangaroos, wallabies, not sugar gliders)
 - e. Order Perissodactyla (rhinoceroses, tapirs, not horses or donkeys or mules)
 - f. Order Primates (lemurs, monkeys, chimpanzees, gorillas)
 - g. Order Proboscidae (elephants)

CHAPTER 3. ANIMALS

- h. Order Rodentia (squirrels, beavers, porcupines, not guinea pigs, or rats, or mice, or gerbils, or hamsters)
- 2. Class Reptilia
 - a. Order Squamata
 - i. Family Varanidae (only water monitors and crocodile monitors)
 - ii. Family Iguanidae (only green iguanas and rock iguanas)
 - iii. Family Boidae (all species whose adult length has the potential to exceed eight feet in length)
 - iv. Family Colubridae (only boomslangs and African twig snakes)
 - v. Family Elapidae (coral snakes, cobras, mambas) - All species
 - vi. Family Natricidae (only keelback snakes)
 - vii. Family Viperidae (copperheads, cottonmouths, rattlesnakes) - All species
 - b. Order Crocodilia (crocodiles, alligators, caimans, gavials) - All species
 - c. Order Cetacea (whales, dolphins, porpoises)
 - d. Order Pinnipedia (seals, sea lions, walruses)

Exotic or Wild Animal Permit means the Permit allowing a Person to own a Permissible Exotic or Wild Animal within the Truth or Consequences City Limits.

Feline hybrid means any offspring which results from the breeding of a domestic species or breed of feline with any wild species or breed of feline, such as an African Serval cat. Any animal which at any time has been or is advertised, or otherwise described or represented as a feline hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a feline hybrid for the purpose of this chapter. An animal shall not be classified to be a feline hybrid based strictly on its appearance.

Feral animal means an individual animal of a domesticated species that is not behaviorally compatible with humans, and is therefore not suitable to serve as a pet, Companion Animal, or work animal. Any feral animal that by physical aspect and behavior are deemed to be un-owned and have been trapped for the purpose of improving public health and limiting reproduction.

Finder means any person who discovers and temporarily takes possession of a Companion Animal that has been separated from its Owner.

Foster means to take temporary Custody of any Animal on behalf of or at the request of the Truth or Consequences Animal Shelter or other non-profit to administer veterinary care, groom, train, provide special feeding, care for or otherwise provide for the Animal.

Guard Dog means a dog that is used to protect a Guard Dog Site. Guard dogs are not considered Companion Animals or Companion Pets.

Guard Dog Site means a commercial establishment that utilizes a Guard Dog.

Guard Dog Site Permit* or *GDSP means the permit required for a Guard Dog Site.

CHAPTER 3. ANIMALS

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetological services for profit.

Handler means a person who is responsible for controlling the actions of a guard dog.

Harness with respect to a dog, means a properly fitting apparatus that is not abrasive and that restrains the dog by the body and shoulders without the involvement of the neck. With respect to a cat means, a properly fitting apparatus that is not abrasive featuring adjustable collar buckles around the neck that are joined to an adjustable girth.

Healthy means that an Animal is free from disease and not suffering from any objectively observable illness.

Heat, estrus or **season** means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Hobble or **hobbling** means to tie or strap the legs of an animal together to prevent it from straying.

Household means a human social or family unit comprised of one or more Persons, occupying, residing and domiciled in the same residence.

Humane live trap or **live humane trap** means any device designed to catch and restrict an Animal without causing any harm to the Animal.

Illness means a malady, injury, impairment, or physical/mental condition that requires veterinary care.

Immediate control means direct physical control over an animal by the owner/responsible party by use of:

1. A secure collar or harness and leash no longer than eight (8) feet long for a dog; or
2. A secure leash no longer than eight (8) feet long in conjunction with a properly fitting harness for a cat or ferret; or
3. A secure and appropriate portable animal crate or cage for any animal.

Immediate control does not include:

1. Voice or oral commands/control.
2. Electronic leashes, electronic collars, electronic training collars or other similar devices.

Impound means the act by an Animal Control Officer or Law Enforcement Officer of taking up and confining an animal within a shelter or facility used by the City for the confinement of said animal.

Incarceration, Imprisonment or **Incarceration Hold** means the restraint or detention of an individual at a jail, prison, corrections facility or other similar facility by Law Enforcement.

CHAPTER 3. ANIMALS

Injured means the condition of an Animal being harmed, disabled or impaired in a physical sense which is determined by the reasonable objective observation of wounds, injured limbs, broken bones, or disfiguring lacerations.

Intact Animal means an animal that has not been spayed, neutered or altered.

Invisible Fence, Hidden Fence, Radio Fence or Electric Fence means an electronic pet containment system that uses a wire, typically a buried wire, and a collar to keep pets within a designated boundary by delivering a beep, vibration, electric shock or other warning when an animal gets too close to the boundary. An invisible fence is not considered a secure fence.

Kennel area means a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure and lie down with limbs and tail outstretched.

Commercial Kennel means any premises on which a total of five or more dogs or cats, in any combination thereof, four months of age or older, are kept; and where the business of buying, selling, breeding, training or boarding of dogs and/or cats is conducted.

Law Enforcement Officer means a government employee appointed to enforce the law, such as a police officer or sheriff.

Leash means a physical chain, strap, rope, cord or line of sufficient strength and material for leading, controlling and restraining an animal. Does not include electronic collars, electronic leashes or electronic training collars. A leash shall not be longer than eight (8) feet long.

License or Animal License, Companion Animal License means a City of Truth or Consequences Animal License.

License Certificate, Animal License Certificate or Companion Animal License Certificate means the certificate supplied by the City of Truth or Consequences that contains the number of the City of Truth or Consequences Animal License and attests that a Companion Animal has a valid Companion Animal License.

License Tag, Animal License Tag or Companion Animal License Tag means the tag supplied by the City of Truth or Consequences that contains the number of a City of Truth or Consequences Companion Animal License.

Litter means one or more sibling offspring of a Companion Animal under six (6) months old.

Litter Permit or Companion Animal Litter Permit means the permit required when a Companion Animal becomes pregnant.

Licensed veterinarian or veterinarian means a person with a Doctor of Veterinary Medicine degree, licensed to practice in the State of New Mexico.

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Medical Hold means a temporary voluntary or involuntary hold on an individual for treatment or evaluation by medical professionals at a hospital or other similar facility due to injury, illness, incapacitation or other medical condition or due to death of owner.

Microchip means a passive transponder which can be implanted in an animal by injection and which is a component of a radio frequency identification (RFID) system. Such system must be compatible with a scanner used by an Animal Control Officer or Animal Shelter Staff.

Neglect means the failure of an Owner to provide care for an Animal in the Owner's Custody which failure causes an Animal to suffer physical or emotional harm.

Neuter means to render a male animal permanently sterile and incapable of reproduction.

Owner means a person who is at least eighteen (18) years of age who possesses an Animal and claims a legally valid right of possession or title of an Animal superior to the rest of the world. Under this Chapter, any person acting as an agent of the Owner and any Person over the age of eighteen (18) in a Household and left in charge of an Animal may be deemed the Owner. This does not include any person acting on behalf of the City Animal Shelter to temporarily house or Foster animals.

Permissible Exotic or Wild Animal means an Exotic or Wild Animal that does not violate federal or New Mexico State law.

Permit means a document evidencing approval by the City Manager, the City Commission, the Mayor, or a designee of the City Manager or Mayor to conduct a certain activity or possess a certain animal.

Permit Holder means a qualified person to whom a valid permit has been provided.

Permitted Premises means the establishment, residence, real property or other site for which a permit has been issued.

Person means an individual, firm, partnership, corporation, company, society, association, legal entity, and every agent or employee thereof.

Person in Charge means the individual present or individual in apparent supervision or control of a premise.

Pet means any domesticated animal kept as a Companion Animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet even if kept as a Companion Animal and not used for farming or human consumption.

Pet shop or dealer means any commercial establishment or person, including wholesalers engaged in the business of buying and selling or holding pet animals for sale. This term shall not include Livestock auctions.

CHAPTER 3. ANIMALS

Police Officer means a sworn member of the Truth or Consequences Police Department, the Sierra County Sheriff's Office or the New Mexico State Police.

Possession means the custody of an animal.

Potable water means water that can be consumed without concern for adverse health effects and is safe for drinking.

Potentially dangerous dog means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

Premises means a parcel of land owned, leased, rented, or controlled by any person, legal or natural. Such parcel of land may include a structure, and includes such items as kennels, houses, mobile homes, apartments, condominiums, and townhouses which are located on a parcel of land.

Proper enclosure means secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, tethering, restraining or other affixing the animal to a stationary object.

Proof of Ownership means any documentation or evidence which proved to the satisfaction of the City Manager's designee that a Person is the Owner of an Animal, including a Microchip identification, Veterinarian invoice, official registration, or photographs of the Animal.

Provoked means the response of an Animal that a reasonable Person believes the Animal has taken to defend itself, its offspring, its Owner or family member, or another Person within its immediate vicinity from assault, actual or perceived, or to defend real property belonging to its Owner or family member.

Public way means an alley, avenue, boulevard, bridge, channel, ditch easement, express freeway, highway, land, parkway, right-of-way, road, sidewalk, street subway, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

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Qualified service animal means:

1. Any qualified service dog or qualified service miniature horse that has been or is being trained to provide assistance to an individual with a disability;
2. An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended;
3. A qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal as defined in NMSA 1978, Section 28-11-2(B) (2013).

Quarantine means the segregation, detention and isolation of an animal for any time as required by state law in order to observe the animal suspected of contagion and control the spread of said contagion.

Reclaim, Redeem or Redemption means an Owner's or other person designated by the owner's recovery of an Animal that has been Impounded at the Truth or Consequences Animal Shelter.

Responsible party for the animal or Responsible Party means the owner of a Domestic Animal or Livestock, or an adult person placed in charge of the Domestic Animal or Livestock in the absence of incapacitation of the owner.

Run at large or running at large means to be free of control beyond an enclosed lot or the premises or vehicle of the owner or responsible party.

Safekeep or safekeeping means the temporary housing and care of an animal by the animal shelter in an event where the owner or responsible party is incapacitated or otherwise unable to provide care for the animal.

Secure Enclosure means a cage, crate or box, that may be portable, of sufficient strength to contain a Domestic Animal within and is not able to be invaded.

Secure Facility means a house or building in which an Animal is being restricted that will prevent the Animal, including a Guard Dog, from being able to escape.

Secure Fence means a visible protective or confining barrier of sufficient strength and height that prevents any Domestic Animal or Livestock, including Guard Dogs, from escaping the property on which the Animal is being restricted. The Secure Fence shall also reasonably protect the Animal within the fence from other Domestic Animals, Livestock or people coming into contact with the restrained Domestic Animal or Livestock. This includes a dog run type structure.

Serious injury means A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

Seize means to take custody of an Animal with or without notice to the Owner or the consent of the owner. Exigent Circumstances must exist if an animal is taken into Custody without notice to the Owner or the consent of the Owner.

CHAPTER 3. ANIMALS

Songbird or ***songbirds*** means a bird that utters a succession of musical tones and shall include but are not limited to:

1. All of the family Estrildidae (old world finches).
2. All of the family Fringillidae (new world finches).
3. All of the family Icteridae (Blackbirds).
4. All of the family Sittidae (Nuthatches).
5. All of the family Troglodytidae (Wrens).
6. All of the family Muscicapidae (old world flycatchers).
7. All of the family Sturnidae (Starlings).
8. All of the family Paridae (Titmice and nuthatches.)
9. All of the family Phylloscopidae (Leaf warblers.)
10. All of the family Corvidae (Crows and jays.)
11. All of the family Paradisaeidae (Birds of Paradise.)
12. All of the family Pipridae (Manakins.)
13. All of the family Tyrannidae (Tyrant flycatchers.)

Spay means to render a female animal permanently sterile and incapable of reproduction.

Surrender or ***Owner Surrender*** means the relinquishment of Ownership of a Domestic Animal to the Truth or Consequences Animal Shelter by the Owner of the Animal.

Tether means to restrain an animal by means of a runner cable or similar device attached to a running line, pulley or trolley system.

Tormenting of animals means the act of bothering, annoying, distracting or agitating an animal.

Trolley or ***Trolley System*** means a cable strung between two fixed and stable points, to which a dog on a short lead is attached, allowing for freedom of movement.

Un-weaned means of an infant or other young mammal not accustomed to food other than its mother's milk.

Vaccination or ***Vaccinate*** means the inoculation of an animal with a vaccine administered by a veterinarian for the purpose of immunizing the animal against rabies as required by the State of New Mexico Rabies Control Act of 1959. The amount given should be sufficient to provide immunity from rabies for a minimum of one year. This also includes the inoculation of an Animal against distemper, parvo, para influenza, corona virus or Bordetella and other vaccinations deemed necessary from time to time by the City Manager or City Manager's designee.

Vermin means wild rodents and various insects including flies, mosquitoes, ants and wasps.

Veterinary hospital or ***veterinary clinic*** means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

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Vicious animal means any animal which kills or severely injures (so as to result in muscle tears or disfiguring lacerations, require multiple sutures, or corrective or cosmetic surgery, permanent disfigurement) a person or domesticated animal, but it does not include an animal which bites, attacks or injures a person or animal which is unlawfully upon its owner's premise, or which is provoked. Vicious animal includes an animal that inflicts a bite after it has been deemed a Dangerous Animal, regardless of severity of such bite.

Cross reference(s) - Rules of Construction, Definitions, Generally, § 1-2.

SEC. 3-3. PERJURY.

It is unlawful for any person to make any false affidavit, or knowingly swear or affirm falsely to any document, matter or thing required to be sworn or affirmed by the terms of this Chapter.

SEC. 3-4. NO PRIVATE CAUSE OF ACTION.

Nothing in this article is intended to create a private cause of action.

ARTICLE II. ADMINISTRATION OF CHAPTER

SEC. 3-5. ANIMAL CONTROL OFFICERS.

The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. Powers to enforce the chapter are delegated to the Chief of Police and may be delegated by the Chief of Police to the appointed Animal Control Officers, Code Enforcement Officer or Police Officers as he may deem expedient.

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

State law reference(s) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC. 3-6. AUTHORITY OF ANIMAL CONTROL OFFICERS.

- A. Animal Control Officers and/or Truth or Consequences Police Officers shall have the authority to issue citations for violations of this Chapter within the corporate limits of the city or in other areas of jurisdiction as specified in agreements with other entities.
- B. Truth or Consequences Police Officers and those designated or assigned to the enforcement of ordinances regulating or controlling animals and fowl by the Chief of Police, shall have the authority to investigate upon probable cause any alleged violation of this Chapter.
- C. Animal Control Officers and Truth or Consequences Police Officers shall have the authority to take up and impound any animal or fowl authorized to be impounded by this Chapter or by other ordinances within the specified agreements with other entities.

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- D. Animal Control Officers shall wear a uniform wear a uniform and a badge identifying such officer as an Animal Control Officer.

State law reference(s) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC. 3-7. ESTABLISHMENT OF ANIMAL SHELTER.

There is hereby established an Animal Shelter which shall be located at a location designed by the Commission.

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

SEC. 3-8. ANIMAL SHELTER, HOURS OF BUSINESS.

The Animal Shelter of the City of Truth or Consequences shall be kept open to the general public for the transaction of business during the hours set by the City Manager.

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

SEC. 3-9. SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER.

- A. A Law Enforcement Officer, Animal Control Officer, or animal owner or person designated by an animal owner, may require a Domestic Animal to be placed in the care and custody of the Animal Shelter to ensure that the Domestic Animal is properly cared for. In these situations, the safekeep of the Domestic Animal at the expense of the owner shall only occur for a period of:
- 1) Not more than ten (10) calendar days for a person on a Medical Hold. After ten (10) calendar days the Domestic Animal may become property of the Animal Shelter and a boarding fee established by resolution may be applied.
 - 2) Not more than ten (10) calendar days for a person on an Incarceration Hold. After ten (10) calendar days the Domestic Animal may become property of the Animal Shelter and a boarding fee established by resolution may be applied.
- B. The owner shall be responsible for contacting a designated person or organization to pick up the Domestic Animal from the Animal Shelter and the owner shall contact the Animal Shelter and provide authorization for such person or organization to take custody of the Domestic Animal to the Animal Shelter.
- C. After the safekeep period has expired, the animal is no longer classified as a safekeep the Domestic Animal may be considered abandoned and become property of the Animal Shelter unless the owner or designated party notifies the Animal Shelter of a date and time the Domestic Animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No Domestic Animal shall be released from the Animal Shelter until all fees are paid in full. Fees may be waived or reduced by the City Manager or Designee of the City Manager. Owners who knowingly abandon or fail to arrange for pickup of their Domestic Animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.

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

SEC. 3-10. SEIZURE OF ANIMALS NOTICE.

- A. An Animal Control Officer, or designee who reasonably believes that the life or health of an animal to include Livestock is endangered due to cruel treatment may apply to a court of proper jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within ten business days unless good cause is demonstrated by the city for a later time and such extension is approved by a judge with proper jurisdiction to enforce this Chapter.
- C. Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- D. If the owner of the animal cannot be determined or cannot be located, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.
- E. At the option and expense of the owner, the seized animal may be examined by a veterinarian of the owner's choice if approved by a judge with proper jurisdiction to enforce this Chapter.
- F. If the animal is a type of Livestock, seizure shall be pursuant to Chapter 77, Article 18 NMSA 1978.

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

State law reference(s) – Seizure of Animals; Notice, NMSA, § 30-18-1.1.

SEC. 3-11. DISPOSITION OF SEIZED ANIMALS.

- A. If the court finds that a seized animal is not being cruelly treated and that the animal's owner is able to provide for the animal adequately, the court may order the return of the animal to its owner.
- B. If the court finds that a seized animal is being cruelly treated or that the animal's owner is unable to provide for the animal adequately, the court may order the animal be relinquished to the Animal Shelter or other facility.
- C. An animal control agency operated by the municipality, or an Animal Shelter or other animal welfare organization designated by an animal control agency or an Animal Shelter, in the custody of which an animal that has been cruelly treated has been placed may petition the court to request that the animal's owner may be ordered to post security with the court to indemnify the costs incurred to care and provide for the seized animal pending the disposition of any criminal charges of committing cruelty to animals pending against the animal's owner.

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- D. The court shall determine the amount of security while taking into consideration all of the circumstances of the case including the owner's ability to pay and may conduct periodic reviews of its order. If the posting of security is ordered, the animal control agency, Animal Shelter or animal welfare organization may, with permission of the court, draw from the security to indemnify the costs incurred to care and provide for the seized animal pending disposition of the criminal charges.
- E. If the owner of the animal does not post security within 13 days after the issuance of the order, or if, after reasonable and diligent attempts the owner cannot be located, the animal may be deemed abandoned and relinquished to the animal control agency, Animal Shelter or animal welfare organization for adoption, transfer out or humane destruction.
- F. Nothing in this section shall prohibit an owner from voluntarily relinquishing an animal to an animal control agency or shelter in lieu of posting security. A voluntary relinquishment shall not preclude further prosecution of any criminal charges alleging that the owner has committed cruelty to animals.
- G. As used in this section, "Livestock" means any of the large or small Livestock, including, but not limited to horses, cattle, mules, donkeys, burros, swine, goats, sheep, and fowl, including, but not limited to, chickens, guinea hens, ducks, turkeys, geese, quail, or pigeons or any other Domestic Animals typically used in the production of food, fiber, or other products or activities defined by the city manager as agricultural.

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

State law reference(s) – Disposition of Seized Animals, NMSA, § 30-18-1.2.

SEC. 3-12. COSTS OF SEIZED ANIMALS.

- A. Upon conviction, a defendant shall be liable for the reasonable cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- B. In the absence of a conviction, the seizing agency shall bear the costs of boarding the animal and all necessary veterinary examinations and care of the animal during the pendency of the proceedings, return the animal, if not previously relinquished, and all of the security posted.

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

State law reference(s) – Costs, NMSA, § 30-18-1.3.

SEC. 3-13. STERILIZATION AGREEMENT/DEPOSIT FOR SPAYING AND NEUTERING DOGS AND CATS.

- A. It is the intent of the City for all dogs and cats over the age of 4 months to be spayed/neutered. Therefore, no cat or dog shall be released from the Animal Shelter to an adopting person unless it has been spayed/neutered or unless a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.

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- B. The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by six months of age for kittens and puppies.
- C. An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.

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

State law reference(s) – Sterilization Agreement and Sterilization Deposit Required, NMSA, § 77-1-20.

SEC. 3-14. QUALIFIED SERVICE ANIMALS.

- A. A person with a disability who is using a qualified service animal, as defined by the American Disability Act (ADA), shall be admitted to any building open to the public and to all other public accommodations and shall be allowed access to all common carriers; provided that the qualified service animal is under the control of an owner, a trainer or a handler of the qualified service animal. A person shall not deny an individual with a qualified service animal entry to a building open to the public or to any public accommodation or deny access to a common carrier, regardless of any policy of denying pets entry to that building, public accommodation or common carrier. A person shall not be required to pay any additional charges for the qualified service animal, but may be liable for any damage done by the qualified service animal; provided that persons without disabilities would be liable for similar damage; and
- B. This section does not require a public accommodation or common carrier to permit an owner, trainer or handler using a qualified service animal to have access to a public accommodation or common carrier in circumstances in which the individual's use of the qualified service animal poses a direct threat of significant harm to the health or safety of others.

Credits L. 1989, Ch. 242, § 2; L. 1999, Ch. 262, § 2; L. 1999, Ch. 288, § 2; L. 2005, Ch. 224, § 3, eff. June 17, 2005; L. 2013, Ch. 57, § 3, eff. June 14, 2013. § 28-11-3. Admittance of qualified assistance animals, State of New Mexico

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

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SECS. 3-15 – 3-28. RESERVED.

ARTICLE III. PENALTIES

SEC. 3-29. GENERAL PENALTY.

Whenever in this Chapter an act is prohibited or is made or declared to be unlawful or an offense or whenever in such section of the Chapter the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the penalty for violation of any section of this Chapter shall be as follows:

1. Any person who violates any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and may be punished by a minimum of fine \$25.00 and not exceeding \$200.00 and/or imprisonment for a period not exceeding ninety (90) days in the discretion of the court upon conviction of violating the Ordinance. A person may, in addition to any other penalty, be required to attend an animal training or care school/classes in the discretion of the Court.
2. Each day any such violation or failure to perform such act as provided in this Chapter exists, it is an offense and shall continue shall constitute a separate offense, unless otherwise specifically provided.
3. Each animal cited under this chapter shall constitute a separate offense, unless otherwise specifically provided.

SEC. 3-30. RESTITUTION.

Notwithstanding any of the foregoing, in the event any Domestic Animal or Livestock damages property, whether public or private, or causes injury to any person, Domestic Animal or Livestock, and such damage or injury is found to have been an element of the violation of any provision of this Chapter, a court of proper jurisdiction may, at its discretion, require the defendant to make restitution within a reasonable time, to the victim of said damage or injury.

SECS. 3-31 – 3-48. RESERVED.

ARTICLE IV. CONTROL AND IMPOUNDING PROCEDURES

SEC. 3-49. IMPOUNDING ESTRAYS; PROCEDURES; FEES

- A. No person shall, without the knowledge or consent of the owner, hold or retain possession of any Domestic Animal or Livestock of which he is not the owner or custodian for more than 24 hours without first reporting the possession of such Domestic Animal or Livestock to an Animal Control Officer, giving his/her name and address, a true and complete statement of the circumstances under which the animal was taken, and the location where such animal is confined.
- 1) A finder of a Domestic Animal or Livestock who chooses to hold the Domestic Animal or Livestock shall immediately contact an Animal Control Officer, Animal Shelter or the Owner of the Domestic Animal or Livestock.
 - 2) A finder shall have the Domestic Animal scanned for a microchip.

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- 3) A finder may elect to transport a Domestic Animal to its owner's premises or to the Truth or Consequences Animal Shelter.
- B. It is unlawful for any finder taking up a Domestic Animal or Livestock to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such Domestic Animal or Livestock to the Animal Control Officer, legal owner or custodian upon demand thereof.
- C. If an estray Domestic Animal is wearing a license, has other identification, or is implanted with a microchip that is registered with the City and/or appropriate microchip company it shall be confined at the shelter for a period of 72-hours and an attempt to locate and notify the owner shall be made.
- D. If an estray Domestic Animal is not wearing a license or other identification and not implanted with a registered microchip, the Domestic Animal shall be confined for a 72-hour period at the Animal Shelter.
- E. If a person claims and provides proof of ownership of an estray Domestic Animal or Livestock confined at the Animal Shelter, it shall be returned to the owner or designee of the owner after all applicable fees have been paid. Owner shall bear the cost of any expenditures while animal is confined including veterinary services. A citation may be issued to the owner of an estray animal.
- F. Title for a Domestic Animal will transfer to the Animal Shelter after the impoundment period. The Animal Shelter may transfer, return, adopt or dispose of unclaimed estray Domestic Animals or Livestock impounded under this section according to their policies and procedures the day after the required impoundment period.
- G. No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale or research.
- H. A Domestic Animal or Livestock which continues to be an alleged nuisance or that is deemed a threat to public safety due to aggression may be impounded by the Animal Control Officer with a warrant issued by a court of proper jurisdiction until such time as a judgment is made by a court of proper jurisdiction.
- I. Prior to adoption, return, transfer or redemption, each Companion Animal will be microchipped for positive identification and listed in the national database. Costs of such services will be added to the adoption/redemption fee collected.
- J. It shall be the responsibility of the owner to reimburse the City for animal boarding, vaccination, microchipping, emergency veterinary costs, or other expenses incurred by the City under the provisions of an animal that has been legally impounded under this Chapter. Fees established by resolution are as follows:
 - 1) Impound Fee as set by resolution
 - i. The impound fee will increase by an amount set by resolution every time the animal is impounded within one (1) calendar year.
 - 2) Impound Boarding Fee as set by resolution.

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- 3) A Non-Sterilization Deposit fee set by resolution will be added to the impound fee and impound boarding fee for all intact Domestic Animals. This fee will be refunded to owner's who provide proof of sterilization to the Animal Shelter within thirty (30) days.
- 4) A microchip fee set by resolution will be added to any animal that requires a microchip.
- K. All impound fees, boarding fees, emergency veterinary care costs, maintenance costs, vaccination costs, microchipping costs or other costs incurred by the City during impoundment under the provisions of a Domestic Animal or Livestock that has been legally impounded under this Chapter shall be paid in full prior to the release of an Animal from the Animal Shelter.
- L. Fines for violations of this article shall be in accordance with the provisions of section 3-29.

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

SEC. 3-50. IMPOUNDMENT.

An Animal Control Officer may take up and impound in the Animal Shelter any stray or any Domestic Animal or Livestock kept or maintained contrary to this chapter, including any Domestic Animal or Livestock that is allegedly creating a public nuisance or that is deemed a threat to public safety due to aggression.

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

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SEC. 3-51. DESTRUCTION OF ANIMALS.

- A. If an animal which is impounded under the provisions this Article is suffering because of sickness, injury or age as certified by a licensed veterinarian, then it may be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by a qualified member of Animal Shelter Staff or Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.
- B. Any animal which cannot be brought to an Animal Shelter because it is vicious or infected with rabies or in any painfully crippled condition, may be destroyed by shooting by a Law Enforcement Officer at the direction of the Animal Control Officer or licensed veterinarian.
- C. Any animal deemed vicious by the court having jurisdiction over the enforcement of this Chapter shall be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital),

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or any other method deemed humane and painless by the Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SECS. 3-53 – 3-67. RESERVED.

ARTICLE V. OWNER'S DUTIES

SEC. 3-68. VACCINATIONS.

- A. It is the duty of all persons owning a domestic cat or a domestic dog over the age of three months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for at least one (1) year and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The Commission may require other animals to receive annual rabies vaccination.
- B. The veterinarian administering anti rabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination, and the expiration date of the period of immunity.
- C. It is unlawful for the owner or keeper of any domestic dog or domestic cat, to fail to exhibit its certificate of vaccination upon demand to any police officer or Animal Control Officer.
- D. It is the duty of all persons who adopts a dog to have such dog vaccinated against rabies, canine distemper complex, and parvo virus within five (5) days of the date of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies, feline distemper complex, parvo virus and Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia (FVRCP) within five (5) days of adoption.
- E. Each animal cited as a violation under this section is considered a separate offense.

State law reference(s) – New Mexico Administrative Code 7.4.2.8

SEC. 3-69. LICENSE REQUIRED.

- A. All residents of Truth or Consequences who owns, possesses or harbors any Domestic Animal three months of age or older shall:
 - 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.

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- B. Any person who does not reside within the corporate limits of Truth or Consequences who keeps a Domestic Animal in the City for more than fifteen (15) consecutive days or an aggregate of thirty (30) days in any year shall:
- 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- C. Collar or Harness Requirements for license tags.
- 1) Any Domestic Animal outside of the owner's premises shall wear a collar or harness with a current license tag attached to the collar or harness.
 - 2) A collar or harness with the required license tag attached may be removed from the Domestic Animal temporarily for medical care, training, grooming or when the Domestic Animal is in a Bona Fide Animal Show, provided the owner or custodian of the Domestic Animal has in their personal possession the valid license tag for each Domestic Animal and shall immediately display upon such request of an Animal Control Officer or Police Officer.
- D. Application for a Domestic Animal License shall be made as directed and shall state the name and address of the owner, the name, breed, color, age and sex of such animal, microchip number if applicable and any other information deemed necessary. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in Section 3-149 of this Chapter, a license certificate for each animal shall be issued. If a license tag is lost, replacement tags with a cost set by resolution shall be purchased. The license shall expire on the same date as the rabies certificate or one year from the date of issue whichever is greater.
- E. Within five business days upon change of ownership of any Domestic Animal, the new owner shall apply for a new Animal License with their personal identifying information.
- F. All residents of Truth or Consequences or non-residents who have a Domestic Animal implanted with a microchip and registered with the City and appropriate microchipping company, shall ensure owners physical address, owner personal identifying information and owners contact information is current and valid with the City and appropriate microchipping company to ensure proper identification of the Domestic Animal and owner.

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

State law reference(s) - Municipal authority to require licensing of dogs, NMSA, § 77-1-15.1.

SEC. 3-70. RESTRAINT OF ANIMALS.

- A. A person owning or having charge, custody, or care over a Domestic Animal or Livestock shall keep the animal under humane physical restraint at all times.

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- B. A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure, secure fence, secure facility or by immediate control.
- 1) All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates and doors to animal enclosures in such a manner as to be inaccessible to animals and small children in order to prevent animal escape and unauthorized entry.
 - 2) A person owning or having care, custody, or control over a Domestic Animal or Livestock on his or her premises may use a tether as a means of restraint only if:
 - i. The tethered animal has access to adequate food, water, shade and shelter.
 - ii. A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.
 - iii. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.
 - iv. A tether used to restrain an animal shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled, strangled or denied access to adequate necessities.
 - 3) Voice commands are not an acceptable form of restraint.
 - 4) Electronic Leashes are not an acceptable form of restraint.
 - 5) Invisible fences are not an acceptable form of restraint.
 - 6) Crates are prohibited as a means of restraint while an animal is outdoors and on the premises of an owner or custodian.
- C. A person owning or having care, custody, or control over a Domestic Animal or Livestock off of his or her premises shall keep the animal under immediate control.
- 1) While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed eight (8) feet in length while the animal is in and around the inhabitants of the city.
 - 2) A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner or in any manner that will allow their escape from the vehicle when it is parked or in motion. Animals carried in the open flatbed vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from falling out of the vehicle. At no time is an animal allowed to sit or stand in the driver's lap while the vehicle is being operated on any public roadway.

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- i. If an animal is restrained in a crate or other enclosure while in a vehicle, the crate or enclosure shall be securely fastened so that the crate or enclosure cannot slide, turn over or fall out.
- 3) A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.
- 4) Voice commands are not an acceptable form of restraint.
- 5) Electronic Leashes are not an acceptable form of restraint.
- D. A person owning or having care, custody, or control over a Domestic Animal or Livestock shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.
 - 1) If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the Animal Control Officer at the request of the resident or owner.
 - 2) If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute may be regarded by the Animal Control Officer as a private matter.
- E. An owner, manager, agent, or governing board of any multiple dwelling units, including mobile home parks and gated communities, may permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling units, except upon such areas and within such enclosures specifically designated for such activity, provided the animal is restrained within the bounds of the park or community by a secure fence.
- F. Exceptions:
 - 1) A working dog that is under the control and supervision of the owner or handler performing such acts as herding on private property, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.
- G. Each animal cited as a violation under this section is considered a separate offense.

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

State law reference(s)—Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(2).

SEC. 3-71. CONFINEMENT OF RABID ANIMALS.

An animal that has rabies or shows signs of having rabies, and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of this notify the Animal Control Officer as to the place where the animal is confined and shall surrender the animal to the Animal Control Officer upon demand. The Animal Control Officer shall then deal with the rabid animal pursuant to state law.

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

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

SEC. 3-72. BITING DOGS OR OTHER BITING ANIMALS.

- A. The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Control Officer within 24 hours. The owner of an animal that bites a person shall surrender the animal to an Animal Control Officer to impound such animal for a period of observation.
- B. A physician who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to an Animal Control Officer within 24 hours of his/her first professional attendance. The physician shall report the name, sex, and address of the person bitten as well as the type and location of the bite. The physician shall give the name and address of the owner of the animal that inflicted the bite and other facts that may assist the Animal Control Officer in ascertaining the immunization status of the animal.
- C. An animal that bites a person shall be confined securely at a place designated by the Animal Control Officer and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.
- D. A person who has custody of an animal that has bitten a person shall immediately notify the Animal Control Officer.

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

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

SEC. 3-73. FEMALE DOGS OR CATS IN ESTRUS TO BE CONFINED.

It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed Companion Animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the Companion Animal does not create a nuisance by attracting other animals. When outside on the property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand-held leash. Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or Animal Shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Chapter.

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

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SECS. 3-74 – 3-88. RESERVED.

ARTICLE VI. PROHIBITED ACTS

SEC. 3-89. ANIMALS RUNNING AT LARGE.

- A. It is unlawful for any person owning or having the care, custody or control of any Domestic Animal or Exotic Animal to allow or permit that animal to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof. Any animal permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety, and may be taken up and impounded as provided in section 3-49.
- B. Each animal cited as a violation under this section is considered a separate offense.

SEC. 3-90. LIVESTOCK RUNNING AT LARGE.

- A. It is unlawful for the owners of Livestock to allow or permit Livestock to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof within the city limits. The owners of the Livestock are subject to prosecution under this section regardless of the Livestock's origination.
- B. Each animal cited as a violation under this section is considered a separate offense.

SEC. 3-91. ANIMALS DISTURBING THE PEACE.

- A. For the purposes of this Section, ***persistent*** means noise created by a Domestic Animal, Exotic Animal or Livestock that is continuously heard for a period of ten (10) minutes or more or intermittently heard over a period of one (1) hour or more.
- B. For the purposes of this Section, ***intermittent*** or ***intermittently*** means noise created by a Domestic Animal, Exotic Animal or Livestock that starts and stops at irregular intervals.
- C. For the purposes of this Section, ***continuous*** or ***continuously*** means noise created by a Domestic Animal, Exotic Animal or Livestock that is constant and does not stop for a period of ten (10) minutes or more.
- D. It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to permit that animal to howl, bark or create noise common to its species which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. Persistent, continuous or loud intermittent noise between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. which can be heard more than fifty feet (50') from the source of the noise shall be prima facie evidence of a violation of this section.
- E. It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to keep or maintain on his premises any animal in such an unclean or unsanitary manner as to disturb others by noxious or offensive odors, or otherwise endanger the health, safety, and welfare of the inhabitants of the City.

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- F. A person owning, or having the care, custody or control of any Domestic Animal, Exotic Animal or Livestock may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.

- 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.

- G. This Section shall not apply to properly licensed and permitted Animal Shelter's.

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

Cross reference(s) - Offenses Relating to Public Order and Safety, § 8-31 et seq.

SEC. 3-92. PUBLIC NUISANCE.

- A. It is unlawful for a person owning or having the care, custody or control of any animal to permit, either willfully or through failure to exercise due care or control, any such animal to commit any nuisance upon a sidewalk, or in a public park; or upon the floor or wall or any common wall or any common hall in any multiple dwelling, entryway, stairway, or wall immediately abutting on a public sidewalk; or upon the floor or wall of any theater, shop, store, office building, or other building used in common by the public; or upon any private property other than that of the animal owner.
- B. A person owning or having care, custody, or control over an animal shall prevent the animal from causing damage or being a nuisance to the person or property of another.
- C. A person owning or having care, custody, or control over a pet such as a dog or cat shall dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard by noxious or offensive odors.
- D. A person owning or having care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of.
- E. A person shall not feed an animal running at large unless such feeding is used in conjunction with an active and humane live trap or unless they are acting under the direction of an Animal Control Officer or under the direction of Animal Shelter Staff with an affidavit providing permission of Animal Shelter Staff with permissible dates of such feeding.
- F. A person owning, or having the care, custody or control of any animal may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn

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affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.

- 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.
- 2) Complainants must be willing to testify of violations in a court of proper jurisdiction.

SEC. 3-93. UNLAWFUL USE OF COMPANION ANIMAL LICENSE TAG.

It is unlawful for any person to remove any Companion Animal License Tag from animal and attach it to another animal. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his/her possession or under his/her control a stolen, counterfeit, or forged Companion Animal License Tag, rabies vaccination certificate, or other form of licensing as required under this Chapter.

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

SEC. 3-94. VICIOUS ANIMALS.

It is unlawful for any person to keep or harbor a known vicious animal in the City. Any attack by a vicious animal or any animal displaying traits of a vicious animal may be repelled by the use of reasonable force. After a judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this Chapter, upon hearing of such complaint, may, in addition to any fine or imprisonment which may be imposed for violation hereof, order the Animal Control Officer to have such animal destroyed as set forth in Section 3-51 of this Chapter.

State law reference(s) – Vicious Animals, NMSA, § 77-1-10.

SEC. 3-95. SALE OF ANIMALS.

- A. No person shall display, sell, or offer for sale, barter, give away, or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter or other animal welfare non-profit during an adoption event.
- B. No person shall sell, offer for sale, barter, or give away any baby rabbits under four weeks of age. Nothing in this section shall be construed to prohibit the raising of rabbits and fowl by a private individual for his personal use and consumption, provided that he shall maintain proper brooders and other facilities for the care and containment of such animals while they are in his possession.
- C. No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.
- D. A person shall not sell, offer for sale, transfer, or adopt ferret under eight weeks of age, or a guinea pig, hamster, or rabbit under four weeks of age. However, in no event shall an

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animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition as determined by the breed and species of the animal. Nothing herein shall prohibit the transfer of animals between Animal Shelters and animal rescue organizations or prohibit the sale, transfer, or adoption of an un-weaned animal if accompanied by a nursing female.

- E. All requirements as set by Section 3-147 shall be met when selling, gifting or other conveyance of puppies and kittens that are prior to eight weeks of age.
- F. No person shall offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.

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

State law reference(s) – Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. 3-96. FALSE REPORTING.

- A. It is unlawful for any person to make a false report to a Police Officer or an Animal Control Officer regarding any animal in danger or stray or regarding any supposed violation of this Chapter.
- B. It is unlawful for any person to make a false affidavit, or knowingly swear or affirm falsely to a document, matter or thing required to be sworn or affirmed to by the terms of this Chapter.

SECS. 3-97 – 3-107. RESERVED.

ARTICLE VII. CRUELTY TO ANIMALS PROHIBITED.

SEC. 3-108. PHYSICAL ABUSE.

- A. It is unlawful for any person to willfully or maliciously kill, beat, sexually abuse, maim, poison, disfigure, burn, or scald any animal, or to attempt to kill or poison any animal, except that reasonable efforts may be employed only to drive off vicious or trespassing animals. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.
- B. Exceptions
 - 1) Humane Euthanasia performed by a Licensed Veterinarian, a Euthanasia Qualified Employee of the City of Truth or Consequences or a Euthanasia Authorized employee of the City of Truth or Consequences Animal Shelter.
 - 2) Killing a bird if such bird is Poultry owned by that Person and will be used for food;
 - 3) Killing a rabbit if such rabbit is owned by that Person and will be used for food;
 - 4) Killing mice or rats that are not a Domestic Animal or otherwise claimed as a pet by any Person;

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- 5) A Person may use poison to kill mice and rats, but only within a Person's own enclosed structures.
- 6) Except when applied by a licensed exterminator, no poison may be used outside, even on a Person's own property, or in any way in which a poisoned animal, including mice and rats, can consequently poison other Animals.
- 7) Generally accepted methods of animal training that do not cause undue physical and emotional suffering, including the training of Livestock, Companion Animals, Guard Dogs, hunting dogs, police dogs and Service Animals shall not constitute cruelty.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

SEC. 3-109. WORK CRUELTY.

It is unlawful for any person to drive or work any animal cruelly. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

SEC. 3-110. CARE AND MAINTENANCE.

- A. It is unlawful for any owner of an animal to fail, refuse, or neglect to provide said animal with proper and adequate necessities and medical care.
 - 1) Food and Water.
 - i. Mammals and birds shall be provided with uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal. Additionally, the amount of food administered and feeding times must properly conform to the individual animal's age and condition. Food should be stored in a rodent proof and insect proof container. Open food must be kept in covered, washable containers. Containers where food is stored shall be maintained and kept free of bacteria and contamination from rodents and insects as needed.
 - ii. Mammals and birds shall be provided with constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health as required by the species whether the animal is outdoors or indoors.
 - 2) Cleanliness.
 - i. The entire premises where an animal is kept shall be kept clean and in good repair in a manner which will protect animals from disease or injury. Feces and urine must be removed at least twice daily from Companion Animal living quarters to prevent odors and possible dangerous or toxic exposure or contamination by fecal material, mold or internal and external

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parasites that could harm the animal or cause the spread of disease to other animals or humans.

- ii. All areas where animals are kept shall be maintained in a manner such that no animal can accidentally or intentionally come into contact with chemicals or other dangerous substances including, but not limited to, antifreeze that could potentially poison an animal. Food and cleaning supplies cannot be stored together. Provisions shall be made for the timely removal and proper disposal of animal and food waste, soiled bedding, dead animals, and debris. Disposal facilities and methodology shall minimize vermin infestation, odors and disease.
- iii. Areas where animals will be spending time shall be maintained to minimize the animal's exposure to fleas, ticks, flies, mosquitoes, ants, wasps, bees, or other insects that could potentially harm the animal or cause the animal discomfort.

3) Shelter and Shade.

- i. Animals that are not allowed free access to go inside a building must be provided with adequate shelter and shade. A structure that provides adequate shelter may not provide adequate shade: for example, a doghouse that protects the dog from wind and rain may be too hot inside when exposed to direct sunlight during the warmer months, so shade must also be provided.
 - (a) Outside housing for animals shall protect animals from any extreme weather conditions that may be detrimental to the health or comfort of the animals.
 - (b) Shelter for an animal must be waterproof, structurally sound, and have no protrusions that could injure animals.
 - (c) Feces and urine shall be removed from shelters as necessary to prevent animals from becoming soiled and to prevent odors, but under no circumstances less than twice each day.
 - (d) Suitable drainage must be provided in all areas where animals are kept and there can be no standing water.

4) Space.

- i. Animals must be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
 - (a) Minimum space required for cats. Indoor Requirements.
 - a. Cats shall have a minimum of four (4) square feet of flat floor space and twenty-two (22) inches of vertical space.

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- b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.
- (b) Minimum space required for cats. Outdoor Requirements.
 - a. Cats shall have a minimum of four (4) square feet of flat floor space and six (6) feet of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.
- (c) Minimum space required for dogs. Indoor Requirements.
 - a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and two (2) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and three (3) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and three (3) feet of vertical space per dog.
- (d) Minimum space required for dogs. Outdoor Requirements.
 - a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and six (6) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and six (6) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and six (6) feet of vertical space per dog.
- (e) Minimum space required for birds.
 - a. Birds must have enough room to spread their wings to their full width.
 - b. Birds must have at least two perches of different circumferences available to them.
- (f) Any other animals not specifically listed should be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.

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- 5) Medical and veterinary care.
 - i. Animals shall be provided with basic medical care in accordance with this Chapter as described by the definition of Basic Medical Care.
 - ii. Animals shall be provided Emergency Medical Care in accordance with this Chapter as described by the definition of Emergency Medical Care.
 - iii. No animal should ever be allowed to suffer due to a lack of basic medical care, injury or illness.
- 6) Animals shall be groomed in accordance with this Chapter as described by the definition of Basic Grooming as applicable to the species. Basic Grooming is necessary to maintain the eyes, ears, beaks, hooves, feet, hair and skin of an animal in healthy condition. Basic Grooming includes making sure that the toenails or hooves are not so long as to cause the animal to not move normally or to cause pain to the animal. Basic Grooming also includes providing the animal whatever it needs for self-grooming. No animal shall be allowed to have a coat that is matted to the point that it becomes so heavy as to cause skin irritation or trap fecal matter. The animal shall not be kept so dirty as to provide a home for insects. No animal shall be allowed to have foreign objects imbedded in its skin, fur or hair other than the Microchip.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

SEC. 3-111. UNCARED FOR ANIMALS.

- A. Whenever an Animal Control Officer finds that any animal is or will be without proper care because of injury, illness, and/or incarceration or as a result of the absence of the owner or person responsible for the care of such animal the Animal Control Officer may apply for a warrant with a court charged with enforcement of this Chapter to enter onto the property or premises where said animal is located and take up such animal for protective care; and in the event of sickness or injury of the animal, upon the instruction of a licensed veterinarian, the Animal Control Officer may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal.
- B. It is unlawful for any person to desert deliberately and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission within the City of Truth or Consequences.

SEC. 3-112. INJURY TO ANIMAL BY MOTORIST.

- A. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any Domestic Animal or Livestock, give such aid as is reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator

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shall immediately identify themselves to the appropriate authorities. Alternatively, in the absence of the owner, a person may give aid by taking the Domestic Animal or Livestock to a veterinary hospital or the Animal Shelter and notifying the Police.

- B. Such animal may be deemed an uncared-for animal within the meaning of Section 3-111 above.
- C. Emergency vehicles in the course of emergency duty are excluded from this provision with the exception of reporting the incident.

SEC. 3-113. ANIMALS IN VEHICLES.

- A. It shall be unlawful for any person to intentionally, knowingly, or recklessly leave or confine any animal in a closed vehicle for any period of time without adequate ventilation in a way that puts it in a life-threatening or extreme health-threatening situation due to prolonged heat or cold.
- B. An animal left in a vehicle without the interior of the vehicle being air conditioned when the interior temperature of the vehicle is over ninety degrees Fahrenheit (90°F) shall be prima facie evidence of a violation of this chapter.
- C. Animals being transported in the bed of a pickup truck must be protected from extreme temperatures and provided with a nonmetal surface to sit or stand on.
 - 1) No animal shall be left in the bed of a pickup truck whether in a crate or not when the weather is such that the animal will be exposed to extreme heat, cold, rain or snow.
- D. If an Animal Control Officer or Police Officer determines that an animal in a vehicle is in immediate danger, the Animal Control Officer or Police Officer may enter the vehicle by whatever means necessary, without being liable to the owner of the vehicle for any damages, and seize the animal. The animal's owner shall be responsible for all expenses related to the removal of the animal, emergency veterinary treatment and impoundment. If the Animal Control Officer or Police Officer cannot determine who confined the animal, the registered owner of the vehicle may be cited.
- E. Animals being transported in vehicles shall be restrained in accordance with Section 3-70.

SEC. 3-114. KEEPING OF DISEASED OR PAINFULLY CRIPPLED ANIMALS.

It is unlawful for any person to have, keep, or harbor any animal which is afflicted with any incurable, or infectious disease or is in any painfully crippling condition, except as hereinafter provided. The Animal Control Officer may impound such diseased or painfully crippled animal in accordance with the provisions of this Chapter. All such animals impounded may be destroyed humanely as soon thereafter as is practicable. In the case of destruction of such animal, the Animal Control Officer shall be required to give any of the aforesaid notices provided in this Ordinance. This Section shall not be construed to include animals receiving veterinary care.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

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SEC. 3-115. ANIMAL FIGHTS.

It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition or contest in which one or more animals are engaged for the purpose or injuring, killing, maiming, or destroying themselves or any other animal. This includes any animal used as a "bait animal" as defined in the definitions of this Chapter.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Dog Fighting and Cockfighting, NMSA, § 30-18-9.

SEC. 3-116. FOWL.

It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than twelve (12) hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.

SEC. 3-117. MOLESTING OR TORMENTING ANIMALS.

It is unlawful for any person to torment, tease, annoy, disturb or molest any animal, by any means including but not limited to, throwing rocks, yelling, or giving chase in any manner, which is on the property of its owner, or under the control of its owner.

3-118. SONGBIRDS.

It is unlawful for any person to willfully kill any songbird, or to molest or rob the nest of such bird.

State law reference(s) – Songbirds; Trapping, Killing or Injuring Prohibited, NMSA, § 17-2-13.

SEC. 3-119. DRAGGING AND HOBBLING ANIMALS.

A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by a secure tether or enclosure, shall be considered unrestrained. This shall not apply to Livestock animals being properly used for work purposes using commonly accepted methods.

SEC. 3-120. SCOPE OF SECTION; VIOLATIONS.

- A. It is expressly provided that Section 3-108 through Section 3-119 apply equally to Domestic Livestock, Exotic Animals, and Wild Animals in addition to dogs and cats.
- B. Violations of Section 3-108 through Section 3-119 are punishable by fines and/or imprisonment as set forth in Section 3-29.

SEC. 3-121. REPEAT OFFENSES.

- A. Three or more violations of any one or any combination of offenses in this Article shall constitute an act of cruelty. A repeat offender shall be deemed guilty of a misdemeanor,

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punishable by a minimum fine of \$100.00 and not exceeding \$500.00 and/or imprisonment for period not exceeding six (6) months.

- B. In cases of repeat offenses under this Article (Article VII), an Animal Control Officer shall have the authority to impound any animal subjected to cruelty, neglect or abandonment. The animal may not be returned to its owner before a hearing in a court of proper jurisdiction if, in the opinion on of the Animal Control Officer, the harm to the animal is severe and likely to recur.
- C. In cases of repeat offenses for animals subjected to cruelty, neglect or abandonment, a judge with proper jurisdiction to enforce this Chapter may have such animal relinquished to the Animal Shelter, thereby extinguishing all property rights of the existing owner, provided the Animal Shelter Staff or an Animal Control Officer serves written notice upon the existing owner, informing him of the intent to have said animal adopted by another owner, and giving the existing owner three (3) business days to 1) declare his intent to maintain ownership of the animal and to object to the adoption, and 2) pay all impoundment, boarding, and veterinary costs, up to the date of the owner's declaration of intent to maintain his ownership of his animal. This intent must be stated in writing, signed by the animal's owner, and delivered to the Animal Shelter keeping the animal. The statement of intent and payment of fees and costs will serve to stop any animal adoption proceedings

SECS. 3-122 – 3-129. RESERVED.

ARTICLE VII. DEAD ANIMALS

SEC. 3-130. DISPOSAL.

- A. The owner/responsible party having care, custody or control of an animal carcass shall be responsible for its removal within 24 hours of death if the animal is not to be used for human consumption.
- B. An animal carcass may be disposed of in one of the following ways:
 - 1) Burial of the animal carcass on the owner's land under the following conditions:
 - i. The bottom of the burial pit must be at least three feet above the water table.
 - ii. If possible, choose a site where the soil is heavier and less permeable.
 - iii. Flat areas are best. Avoid areas sloping toward water or arroyos.
 - iv. Ensure the pit is sized to allow soil to cover mortalities to a depth of at least three feet.
 - 2) Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.
 - i. The cremation of the carcass will be at the expense of the animal owner.
 - 3) The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter

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staff shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.

- i. Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making reasonable efforts to notify the animal's owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.
 - ii. Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.
- 4) The Animal Shelter may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.
 - i. The fee amount shall be established by resolution; or
 - ii. The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.
 1. This fee schedule is based on the weight of the carcass.

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

SECS. 3-131 – 3-135. RESERVED.

ARTICLE IX. TAMPERING

SEC. 3-136. BREAKING INTO ENCLOSURE OR FACILITY.

Any person who shall in any manner break into or aid, directly or indirectly, in breaking into the enclosure, pound, center, or trap in which any animal is impounded or kept under authority of an Animal Control Officer or Law Enforcement Officer shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

SEC. 3-137. BREAKING INTO AN ANIMAL CONTROL VEHICLE.

It is unlawful for any person to break open any animal control vehicle wherein animals are impounded by the Animal Control Officer or Law Enforcement Officer, or in any other way to remove or assist in the removal of any animal from such vehicle without lawful permission. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

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

SEC. 3-138. INTERFERING WITH AN ANIMAL CONTROL OFFICER.

It is unlawful for any person to interfere, hinder or molest any Animal Control Officer or Law Enforcement in the performance of their duties. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

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

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ARTICLE X. DANGEROUS AND POTENTIALLY DANGEROUS DOGS.

SEC. 3-139. POTENTIALLY DANGEROUS DOGS.

A dog may be deemed potentially dangerous if the dog poses a reasonable threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-140. DANGEROUS DOGS.

A dog shall be deemed dangerous if it causes serious injury to a person, Domestic Animal or Livestock.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-141. SEIZURE OF DANGEROUS DOGS.

- A. If an Animal Control Officer has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Control Officer may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If an Animal Control Officer has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- C. After seizure, the Animal Control Officer will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.
- D. After seizure:
 - 1) The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or
 - 2) The Animal Control Officer may, within fourteen (14) days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous and poses an imminent

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threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.

- E. If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Control Officer does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.
- F. If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal Shelter, the Animal Shelter may humanely destroy the dog.
- G. A determination that a dog is not dangerous or potentially dangerous shall not prevent the Animal Control Officer from making a subsequent application for seizure based on the dog's subsequent behaviors.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-4.

SEC. 3-142. DANGEROUS AND POTENTIALLY DANGEROUS DOGS - REGISTRATION REQUIRED.

- A. Upon application, the City Clerk's Office shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:
 - 1) The owner is able to keep the dog under control at all times; and
 - 2) A Companion Animal License Certificate, if applicable, has been issued pursuant to the requirements of the City; and
 - 3) The dog has a current rabies vaccination; and
 - 4) The owner has a proper enclosure to the dog; and
 - 5) The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and
 - 6) The dog has been spayed or neutered; and
 - 7) The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and
 - 8) The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Control Officer.
- B. If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for thirty-six (36) consecutive months, the owner may request the Animal Control Officer in the City to lift the requirements for registration pursuant to this section. If the Animal Control Officer has no reasonable basis to believe that the dog has exhibited the behaviors specified, it may relieve the owner of the requirements of this section.

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- C. An Animal Control Officer shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of Section 3-140, establishes that:
- 1) The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and
 - 2) The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and
 - 3) The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
 - 4) When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet, and the dog shall be under complete control at all times; and
 - 5) The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
 - 6) A clearly visible warning sign with a conspicuous warning symbol indicates there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from 50 feet, whichever is less.
- D. An Animal Control Officer may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to comply with the conditions for registration, confinement or handling set forth in this section.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-5.

SEC. 3-143. DANGEROUS AND POTENTIALLY DANGEROUS DOGS – PROHIBITED ACTS.

- A. It is unlawful for an owner of a dangerous or potentially dangerous dog to:
- 1) Keep the dog without a valid certificate of registration; or
 - 2) Violate the registration and handling requirements for the dog; or
 - 3) Fail to notify an Animal Control Officer immediately upon:
 - i. The escape of the dog; or
 - ii. An attack by the dog upon a human being, Domestic Animal or Livestock;
 - 4) Fail to notify the animal control authority of the dog's death within five business days; or
 - 5) Fail to notify an Animal Control Officer within 24 hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or
 - 6) Fail to surrender the dog to an Animal Control Officer for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or

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- 7) Fail to comply with special handling or case requirements for the dog that a court has ordered.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-6.

SEC. 3-144. PENALTIES.

- A. A person who violates any section or provision of this Article X (Sections 3-139 through 3-143) shall be charged in the court charged with jurisdiction to enforce this Chapter and upon conviction may be sentenced a minimum fine of \$250.00 not to exceed \$500.00 or 90 days imprisonment or both fines and imprisonment.
- B. The court may order the owner to relinquish the dog to the Animal Shelter for humane destruction.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-6.

ARTICLE XI. WILD OR EXOTIC ANIMALS

SEC. 3-145. EXOTIC AND WILD ANIMALS.

- A. No person shall keep, own or harbor any species in violation of federal law, New Mexico law or this section.
- B. No person shall keep any exotic or Wild Animal as defined in this Chapter by the definition of Exotic or Wild Animal except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-146. If such requirements are met, they may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.

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

State law reference(s)—Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. 3-146. EXOTIC AND WILD ANIMAL PERMIT.

- A. Any person who keeps, harbors or owns an Exotic Animal or Wild Animal covered by this section at the time of enactment of this Chapter shall obtain an Exotic or Wild Animal Permit from the City. A fee set by resolution shall be charged for the Exotic or Wild Animal Permit through the City.
 - 1) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or City Clerk upon the death of the animal.
 - 2) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or Police Officer upon the escape of the Animal.
- B. An Animal Control Officer shall use seizure procedures which protect the public, the exotic or Wild Animal and other animals to seize any exotic or Wild Animal kept in

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contrary to this section or for its owner's failure to obtain an Exotic or Wild Animal Permit. Such animal shall become property of the City. The Exotic or Wild Animal Permit holder or owner of the exotic or Wild Animal is liable for any costs incurred by the City and such costs may be the result of a lien being place against the Exotic or Wild Animal.

- C. For the purpose of this section, any person or Animal Control Officer who is utilizing a humane live trap for exotic or Wild Animals, vermin, or domesticated dogs or cats which may be a menace to the public may not be considered as keeping, owning or harboring such animals. Trapping shall be done in accordance with New Mexico State law.

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

ARTICLE XII. PERMITTED PREMISES, REGULATIONS, LICENSES AND FEES

SEC. 3-147. GUARD DOGS.

Anyone using or keeping a dog for the sole purpose of guarding a property, and neither as a pet nor for hunting uses, must obtain a Guard Dog Site Permit from the City in addition to all other applicable provisions of this Chapter:

1. A Guard Dog shall not be used to guard residential property.
2. Only one Guard Dog is allowed on a property at any given time.
3. The permit application shall include sufficient information to identify the owner of the commercial property, the name and address of the owner of the Guard Dog, and the location intended to be guarded by the Guard Dog.
4. The permit applicant shall submit the application to the City Clerk's Office and submit to a pre-permit inspection of the premises by an Animal Control Officer so that an accurate physical description of the animal may be obtained.
5. The applicant must provide to the City proof of vaccination of the Guard Dog as set in Section 3-68 of this Chapter.
6. The applicant must provide to the City proof of licensing as set in Section 3-69 of this Chapter and microchipping of the Guard Dog as set in Section 3-74 of this Chapter. Proof of licensing and microchipping must be provided annually during renewal of the permit.
7. The permit applicant shall pay the Guard Dog Site Permit fee before a permit may be obtained. The permit holder shall, thereafter, pay an annual Guard Dog Site Permit fee. The permit application and annual permit fees shall be set by resolution by the City.
8. The permit applicant must submit to an annual inspection of the property by an Animal Control Officer before a permit may be renewed.
9. Prior to obtaining the permit, the permit applicant shall obtain liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of

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- interests and costs, of not less than \$100,000.00 for damage or bodily injury to or death of a person caused by the Guard Dog.
10. The enclosure surrounding the property protected by a Guard Dog must be secure at all times so as to prevent the dog from running at large, unless the owner complies with Section 3-70.
 11. The enclosure surrounding the property must be of sufficient height and strength to contain the Guard Dog within the premises to prevent unauthorized entry and access of animals and people onto the property.
 12. A Guard Dog may only be chained in order to supplement any enclosure. A chain shall not be the only form of restraint for a Guard Dog.
 13. If chained, the animal must be located within 10 feet of the entrance of the building or premises to be guarded and chained in such manner as set forth in Section 3-70.
 14. The owner of the Guard Dog shall post warning signs prominently on all sides of the premises and on all entryways to the premises, stating that a Guard Dog is on the premises.
 - i. Warning signs should be at least twelve (12) inches long on each side.
 - ii. Warning signs shall state “Guard Dog” and “Guardia” and shall show a picture of an aggressive dog.
 - iii. Signs should not be more than fifty (50) feet apart on all exterior fences or walls surrounding the site and shall be posted at all exterior corners of the site and every entrance to the site.
 - iv. Signs shall be maintained in such a manner to maintain their effectiveness.
 15. Vehicles used to transport Guard Dogs shall be secured so the public is protected from injury, shall be constructed or modified to ensure that the Guard Dog is transported in a safe, humane manner and that does not violate Section 3-113, and shall be posted with warning signs on each side of the vehicle.
 16. The City may at any time revoke a Guard Dog Site Permit for any and all violations of this Chapter.
 17. Nothing in this section shall prohibit an Animal Control Officer from placing a Guard Dog on a quarantine and/or seizing a Guard Dog as set by provisions of this Chapter and/or applicable state laws.
 18. An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permits or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.

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19. A Guard Dog Site Permit holder shall not apply for a litter permit, Multi-Animal Site Permit or Kennel Permit for the Guard Dog Site. No breeding, boarding or sale of Animals is allowed at a Guard Dog Site.

20. Guard Dog Site Permits shall not be issued to any premises within five-hundred (500) feet of any school zone, daycare, public park or dog park.

SEC. 3-146. MULTI-ANIMAL SITE PERMIT AND KENNEL PERMITS.

A. Multi-Animal Site Permits

- 1) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four Companion Animals in any combination thereof, three months of age or older on their residential or business premises without a Multi-Animal Site Permit.
- 2) Any person who operates or proposes to operate a residential or commercial Multi-Animal Site shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial Multi-Animal Sites must accompany any application to defray the cost of processing the request.
- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator upon the submission of an application. All initial applications will go before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

The following requirements must be met during the onsite visit:

- i. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter and possess a city Companion Animal License Certificate.
- ii. All Companion Animals must be implanted with a Companion Animal Microchip or must possess a city animal license tag.
- iii. All Companion Animals must have access to Adequate Food.
- iv. All Companion Animals must have access to Adequate Water.
- v. All Companion Animals must have access to Adequate Shade.
- vi. All Companion Animals must have access to Adequate Shelter.
- vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.

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viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

ix. Site must comply with Section 3-70 of this Chapter.

4) There shall not be more than seven Companion Animals in any combination thereof for multi-animal residential or commercial site permits.

B. Kennel Permits

1) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of Companion Animals, said business shall apply for a Kennel Permit.

2) Any person who operates or proposes to operate a Kennel shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for Kennel sites must accompany any application to defray the cost of processing the request.

3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

4) The following requirements must be met during the onsite visit:

i. Kennel Permit applicants that are using their permit for commercial purposes shall be required to also apply for a city business license as per (Sec. 7-32. - Application to do business). All other Kennel Permit applicants must provide proof they are a part of a valid nonprofit animal welfare organization.

ii. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter.

iii. All Companion Animals must have access to Adequate Food.

iv. All Companion Animals must have access to Adequate Water.

v. All Companion Animals must have access to Adequate Shade.

vi. All Companion Animals must have access to Adequate Shelter.

vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.

viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from

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creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

ix. Site must comply with the provisions of Section 3-70 of this Chapter.

- 5) The maximum Companion Animal occupancy for Kennel Permits shall be determined based upon the recommendation of an Animal Control Officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.

C. Denial and Revocation of Multi-Animal Site or Kennel Permits

- 1) An application may be denied if the applicant or Companion Animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
- 2) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-110 of this Chapter.
- 3) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-91 of this Chapter.
- 4) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-92 of this Chapter.
- 5) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-70 of this Chapter.
- 6) An application may be denied if two or more unrelated adult witnesses from unrelated residences reports violations of this Chapter or if one adult witness with recorded video shows a violation of this Chapter.
- 7) A Multi-Animal Site Permit or Kennel Permit may be revoked when, in the opinion of the designated zoning official or administrator or Animal Control Officer, any one or more the following conditions exist:
 - i. The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.
 - ii. The number of Companion Animals exceeds the number allowed under the permit.
 - iii. Any other violation listed under this chapter or sections.
- 8) In cases where a Multi-Animal Site Permit or Kennel Permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse

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the decision, modify the decision, or deny the appeal and upheld the initial revocation.

- 9) If a Multi-Animal Site Permit or Kennel Permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.
- 10) Multi-Animal Site Permits and Kennel Permits shall not be issued to any premises which has a Guard Dog Site Permit.

D. Provisions

- 1) All multi-animal residential or commercial site permits, and Kennel Permits must be renewed annually at a fee established by resolution. Renewal applications must be submitted to the City Clerk's Office for processing. A non-refundable fee, established by resolution shall be charged, and an onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator. Annual renewals up to 3 years are not required to go before the Planning & Zoning Board and can be approved by an Animal Control Officer, designated zoning official, or administrator. However, the Animal Control Officer and designated zoning official or administrator can request that an application renewal go before the Planning & Zoning Board if deemed necessary.
- 2) Multi-Animal Site and Kennel Permit holders shall allow an Animal Control Officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.
- 3) Upon receipt of payment of a Multi-Animal Site or Kennel Permit application fee, the City Clerk's Office shall forward the application to the Planning and Zoning Department and Animal Control Officer. All initial applications for Multi-Animal Site and Kennel Permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- 4) Veterinary hospitals or clinics shall be exempt from the Kennel Permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of Companion Animals.

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

SEC. 3-149. LICENSE FEES.

- A. The annual license fee shall be set by resolution for each neutered or spayed Companion Animal.
- B. The annual license fee shall be set by resolution for each intact Companion Animal.
- C. A fee shall be charged for each Companion Animal that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the Companion Animal, due to the Companion Animal's age or condition.

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- D. No fee shall be charged for licensure of a Companion Animal implanted with a microchip that is registered by the appropriate microchip company provided the owner of the Companion Animal provides the City with the microchip number and fulfills all requirements set by Section 3-69(D).

SECS. 3-150 – 3-156. RESERVED.

Proposed Ordinance No. 771

Version B

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ARTICLE I. GENERAL PROVISIONS

SEC. 3-1. TITLE AND INTENT.

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

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

SEC. 3-2. DEFINITIONS.

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

Abandonment of animals means to desert and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission.

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

Adequate food means the access to and provision of uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal.

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

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

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

Adequate space to prevent overcrowding or ***Adequate Space*** means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down with tail and limbs outstretched.

Adequate water means constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health

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Alter* or *Alteration means to render an animal permanently sterilized and incapable of reproduction.

Animal means any living nonhuman mammal, bird, reptile, or amphibian including bats, Companion Animals, Companion Birds, Domestic Animals, Exotic or Wild Animals, Livestock, pigeons, porcupines, Poultry, prairie dogs, rabbits and skunks. For the purpose of this article, insects and arachnids are not included in the definition of animal.

Animal Shelter* or *shelter means any pound, lot, premises, and/or building maintained by the City for the care and custody of animals. This shall include any private shelter contracted or permitted by the City for the purpose of maintaining care and custody of animals.

Animal Shelter Staff means a person or group of people employed by the City to work at the Animal Shelter and charged with maintaining care and custody of animals.

Animal Control Officer* or *A.C.O means any person designated by the Chief of Police or City Manager to enforce animal control laws, orders, ordinances and regulations.

Animal fighting paraphernalia means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. Instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument.
2. Items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Bait animal means any animal used to train and/or condition other animals to fight and are exposed to attack by other animals used in fighting or to make the attacking animal more confident and aggressive.

Basic Grooming means examination, attention and acts reasonably necessary to maintain the eyes, ears, beaks, hooves, feet, coat and skin of an Animal in healthy condition. Basic Grooming also obligates an Owner to provide any and all materials an Animal requires for self-grooming. Basic Grooming does not include acts to maintain appearance only.

Basic Medical Care means reasonable medical care required by the species, including periodic examinations by a veterinarian, prompt Veterinary care when required, age and species appropriate Vaccinations, Basic Grooming and internal and external Parasite Control where appropriate.

Bite means any puncture, tear, scratch or wound of the skin inflicted by the teeth of an animal.

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Bona Fide Animal Show means an exhibition approved by the City Manager or City Manager's designee of Companion Animals, Companion Birds or Horses in competition for prizes or awards that does not include sales or fighting.

Breeder means any person involved in the controlled breeding of animals. Breeders are subject to City of Truth or Consequences Kennel Permit requirements.

Business Days or ***Working Days*** means any day in which normal business operations are conducted. Typically, Monday through Friday and not including Public Holidays.

Cage means a structure for confining birds or animals, enclosed on at least one side by a grating of wires or bars that lets in air and light.

Calander Days means every day on the calendar including weekends and holidays.

Canine hybrid means any offspring which results from the breeding of a domestic species or breed of canine with any wild species or breed of canine, such as wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described or represented as a canine hybrid, wolf-dog, or wolf hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a canine hybrid for the purpose of this chapter. An animal shall not be classified to be a canine hybrid based strictly on its appearance.

Care means responsibility for or attention to health, well-being, and safety.

Cat means belonging to the species *Felis Catus*.

Collar means a strap made of leather or other strong material or a harness that is worn around the neck/torso of an animal to which a current rabies vaccination and city animal registration tag can be affixed.

Community Cat means any free-roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. Community cats shall be distinguished from other cats by being sterilized and ear tipped; community cats are exempt from licensing, limits, tags, estray and at-large provisions of this ordinance and maybe exempt from other provisions directed toward owned animals.

Community Cat Caregiver means A person who provides care, including food, shelter or medical care to a community cat, while not being considered the owner, custodian, harborer, controller or keeper of a community cat or to have care or charge of a community cat. Caregivers must make every effort to minimize the impact on local wildlife, and feed the proper quantity of food for the number of cats. Community cat caregivers may redeem community cats from the shelter without proof of ownership.

Companion Pet or ***Companion Animal*** means an owned, Domestic Animal that is considered a pet. This does include not a Hybrid dog or Hybrid cat. Guard Dogs are not considered Companion Animals or Companion Pets.

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Companion Bird means A bird commonly kept as a pet by humans and confined on the property of the Owner, including parakeets, canaries, lovebirds, finches, parrots, macaws, cockatoos, cockatiels, toucans and lorries, but excluding:

1. All of the family Anatidae (waterfowl);
2. All of the family Tetraonidae (grouse and ptarmigans);
3. All of the family Phasianidae (quail, partridges and pheasants);
4. All of the family Meleagrididae (wild turkeys) except for the domestic strains of turkeys;
5. All of the family Phasianidae (francolins);
6. All of the family Gruidae (cranes);
7. All of the family Rallidae (rails, coots and gallinules);
8. All of the family Charadriidae (plovers, turnstones and surfbirds);
9. All of the family Scolopacidae (shorebirds, snipe, sandpipers and curlews);
10. All of the family Recurvirostridae (avocets and stilts);
11. All of the family Scolopacidae (phalaropes);
12. All of the family Columbidae (wild pigeons and doves) except for the domestic strains of pigeons; and
13. Ducks, geese, chickens and other poultry.

Confined or **confinement** means restriction of an animal at all times by an owner or keeper in an escape proof building or other enclosure away from other animals and the public.

Crate means a device or structure designed for the temporary confinement of an Animal.

Custody or **Custodian** means the possession, control over and responsibility for an Animal by a Person who may or may not be the Owner but who may represent the Owner of an Animal.

Dangerous dog means a dog that caused a serious injury to a person, Domestic Animal or Livestock.

Dog means a member of the species *Canis Lupus Familiaris*.

Domestic Animal means any living creature other than a human being that is customarily used for companionship, food or work. For the purpose of this chapter all Companion Animals are Domestic Animals but not all Domestic Animals are Companion Animals.

Domestic Livestock or **Livestock** as defined by the State Livestock Code and shall include, but not be limited to, bison, buffalo, cattle, horses, donkeys, mules, chickens, ducks, poultry, llamas, ostriches, emus, rheas, camelids (camels), farmed Cervidae, swine, sheep or goats.

Ear-tip means the removal of approximately a quarter-inch off the tip of the cat's left ear in a straight line cut, the universal sign of a sterilized, unowned cat. If these requirements are met, the ear-tipped cat is exempt from licensing, limits, tag, and certain stray and at-large provisions of this chapter and may be exempt from other provisions directed toward owned animals.

Electronic leash, electronic collar or **e-collar** means a device that uses a remote to send signals that deliver electric stimulation, vibrations, beeps to control, confine or correct an animal. Is not considered a form of immediate control and shall not be used in place of a leash.

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Emergency measures mean any action taken by animal control or its designated agents to preserve the health and life of an animal or human being, including but not limited to entering vehicles or premises, with probable cause and/or exigent circumstance, and impounding an animal to prevent present or imminent suffering to the animal, a human being, or another animal.

Emergency Medical Care means the care required in response to a traumatic injury or rapidly evolving health crisis concerning an Animal.

Enclosed lot means any parcel of land or portion thereof in private ownership around the perimeter of which a wall or fence has been erected of such a height and surety so as to retain the species of animal within the bounds for which the fence was erected.

Enclosure means an area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within and prevent the entry of any other animal(s).

Establishment means a place of business together with its grounds and equipment.

Estray or **stray** means any Companion Animal, Companion Pet, Exotic Animal or Livestock found running at large or unattended beyond the boundaries of the premises of the owner.

Exotic Animal or **Wild Animal** means those species of animals that are considered exotic to humans. Exotic Animals include any and all of the following orders and families, whether bred in the wild or in captivity, and any and all hybrids. The animals listed in the parentheses are intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified:

1. Class Mammalia
 - a. Order Artiodactyla (hippopotamuses, giraffes, camels, deer, not cattle or swine or sheep or goats)
 - b. Order Carnivora
 - i. Family Felidae (lions, tigers, cougars, leopards, ocelots, servals, not domestic cats)
 - ii. Family Canidae (wolves, coyotes, foxes, jackals, not domestic dogs)
 - iii. Family Ursidae (all bears)
 - iv. Family Mustelidae (weasels, skunks, martens, minks, not ferrets)
 - v. Family Procyonidae (raccoons, coatis)
 - vi. Family Hyaenidae (hyenas)
 - vii. Family Viverridae (civets, genets, mongooses)
 - c. Order Edentatia (anteaters, armadillos, sloths)
 - d. Order Marsupialia (opossums, kangaroos, wallabies, not sugar gliders)
 - e. Order Perissodactyla (rhinoceroses, tapirs, not horses or donkeys or mules)
 - f. Order Primates (lemurs, monkeys, chimpanzees, gorillas)
 - g. Order Proboscidae (elephants)
 - h. Order Rodentia (squirrels, beavers, porcupines, not guinea pigs, or rats, or mice, or gerbils, or hamsters)
2. Class Reptilia

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- a. Order Squamata
 - i. Family Varanidae (only water monitors and crocodile monitors)
 - ii. Family Iguanidae (only green iguanas and rock iguanas)
 - iii. Family Boidae (all species whose adult length has the potential to exceed eight feet in length)
 - iv. Family Colubridae (only boomslangs and African twig snakes)
 - v. Family Elapidae (coral snakes, cobras, mambas) - All species
 - vi. Family Natricidae (only keelback snakes)
 - vii. Family Viperidae (copperheads, cottonmouths, rattlesnakes) - All species
- b. Order Crocodilia (crocodiles, alligators, caimans, gavials) - All species
- c. Order Cetacea (whales, dolphins, porpoises)
- d. Order Pinnipedia (seals, sea lions, walruses)

Exotic or Wild Animal Permit means the Permit allowing a Person to own a Permissible Exotic or Wild Animal within the Truth or Consequences City Limits.

Feline hybrid means any offspring which results from the breeding of a domestic species or breed of feline with any wild species or breed of feline, such as an African Serval cat. Any animal which at any time has been or is advertised, or otherwise described or represented as a feline hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a feline hybrid for the purpose of this chapter. An animal shall not be classified to be a feline hybrid based strictly on its appearance.

Feral animal means an individual animal of a domesticated species that is not behaviorally compatible with humans, and is therefore not suitable to serve as a pet, Companion Animal, or work animal. Any feral animal that by physical aspect and behavior are deemed to be un-owned and have been trapped for the purpose of improving public health and limiting reproduction.

Finder means any person who discovers and temporarily takes possession of a Companion Animal that has been separated from its Owner.

Foster means to take temporary Custody of any Animal on behalf of or at the request of the Truth or Consequences Animal Shelter or other non-profit to administer veterinary care, groom, train, provide special feeding, care for or otherwise provide for the Animal.

Guard Dog means a dog that is used to protect a Guard Dog Site. Guard dogs are not considered Companion Animals or Companion Pets.

Guard Dog Site means a commercial establishment that utilizes a Guard Dog.

Guard Dog Site Permit or **GDSP** means the permit required for a Guard Dog Site.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetological services for profit.

Handler means a person who is responsible for controlling the actions of a guard dog.

Harness with respect to a dog, means a properly fitting apparatus that is not abrasive and that restrains the dog by the body and shoulders without the involvement of the neck. With respect to

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a cat means, a properly fitting apparatus that is not abrasive featuring adjustable collar buckles around the neck that are joined to an adjustable girth.

Healthy means that an Animal is free from disease and not suffering from any objectively observable illness.

Heat, estrus or **season** means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Hobble or **hobbling** means to tie or strap the legs of an animal together to prevent it from straying.

Household means a human social or family unit comprised of one or more Persons, occupying, residing and domiciled in the same residence.

Humane live trap or **live humane trap** means any device designed to catch and restrict an Animal without causing any harm to the Animal.

Illness means a malady, injury, impairment, or physical/mental condition that requires veterinary care.

Immediate control means direct physical control over an animal by the owner/responsible party by use of:

1. A secure collar or harness and leash no longer than eight (8) feet long for a dog; or
2. A secure leash no longer than eight (8) feet long in conjunction with a properly fitting harness for a cat or ferret; or
3. A secure and appropriate portable animal crate or cage for any animal.

Immediate control does not include:

1. Voice or oral commands/control.
2. Electronic leashes, electronic collars, electronic training collars or other similar devices.

Impound means the act by an Animal Control Officer or Law Enforcement Officer of taking up and confining an animal within a shelter or facility used by the City for the confinement of said animal.

Incarceration, Imprisonment or **Incarceration Hold** means the restraint or detention of an individual at a jail, prison, corrections facility or other similar facility by Law Enforcement.

Injured means the condition of an Animal being harmed, disabled or impaired in a physical sense which is determined by the reasonable objective observation of wounds, injured limbs, broken bones, or disfiguring lacerations.

Intact Animal means an animal that has not been spayed, neutered or altered.

Invisible Fence, Hidden Fence, Radio Fence or **Electric Fence** means an electronic pet containment system that uses a wire, typically a buried wire, and a collar to keep pets within a designated boundary by delivering a beep, vibration, electric shock or other warning when an animal gets too close to the boundary. An invisible fence is not considered a secure fence.

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Kennel area means a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure and lie down with limbs and tail outstretched.

Commercial Kennel means any premises on which a total of five or more dogs or cats, in any combination thereof, four months of age or older, are kept; and where the business of buying, selling, breeding, training or boarding of dogs and/or cats is conducted.

Law Enforcement Officer means a government employee appointed to enforce the law, such as a police officer or sheriff.

Leash means a physical chain, strap, rope, cord or line of sufficient strength and material for leading, controlling and restraining an animal. Does not include electronic collars, electronic leashes or electronic training collars. A leash shall not be longer than eight (8) feet long.

License or Animal License, Companion Animal License means a City of Truth or Consequences Animal License.

License Certificate, Animal License Certificate or Companion Animal License Certificate means the certificate supplied by the City of Truth or Consequences that contains the number of the City of Truth or Consequences Animal License and attests that a Companion Animal has a valid Companion Animal License.

License Tag, Animal License Tag or Companion Animal License Tag means the tag supplied by the City of Truth or Consequences that contains the number of a City of Truth or Consequences Companion Animal License.

Litter means one or more sibling offspring of a Companion Animal under six (6) months old.

Litter Permit or Companion Animal Litter Permit means the permit required when a Companion Animal becomes pregnant.

Licensed veterinarian or veterinarian means a person with a Doctor of Veterinary Medicine degree, licensed to practice in the State of New Mexico.

Medical Hold means a temporary voluntary or involuntary hold on an individual for treatment or evaluation by medical professionals at a hospital or other similar facility due to injury, illness, incapacitation or other medical condition or due to death of owner.

Microchip means a passive transponder which can be implanted in an animal by injection and which is a component of a radio frequency identification (RFID) system. Such system must be compatible with a scanner used by an Animal Control Officer or Animal Shelter Staff.

Neglect means the failure of an Owner to provide care for an Animal in the Owner's Custody which failure causes an Animal to suffer physical or emotional harm.

Neuter means to render a male animal permanently sterile and incapable of reproduction.

Owner means a person who is at least eighteen (18) years of age who possesses an Animal and claims a legally valid right of possession or title of an Animal superior to the rest of the world. Under this Chapter, any person acting as an agent of the Owner and any Person over the age of

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eighteen (18) in a Household and left in charge of an Animal may be deemed the Owner. This does not include any person acting on behalf of the City Animal Shelter to temporarily house or Foster animals.

Permissible Exotic or Wild Animal means an Exotic or Wild Animal that does not violate federal or New Mexico State law.

Permit means a document evidencing approval by the City Manager, the City Commission, the Mayor, or a designee of the City Manager or Mayor to conduct a certain activity or possess a certain animal.

Permit Holder means a qualified person to whom a valid permit has been provided.

Permitted Premises means the establishment, residence, real property or other site for which a permit has been issued.

Person means an individual, firm, partnership, corporation, company, society, association, legal entity, and every agent or employee thereof.

Person in Charge means the individual present or individual in apparent supervision or control of a premise.

Pet means any domesticated animal kept as a Companion Animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet even if kept as a Companion Animal and not used for farming or human consumption.

Pet shop or dealer means any commercial establishment or person, including wholesalers engaged in the business of buying and selling or holding pet animals for sale. This term shall not include Livestock auctions.

Police Officer means a sworn member of the Truth or Consequences Police Department, the Sierra County Sheriff's Office or the New Mexico State Police.

Possession means the custody of an animal.

Potable water means water that can be consumed without concern for adverse health effects and is safe for drinking.

Potentially dangerous dog means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

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Premises means a parcel of land owned, leased, rented, or controlled by any person, legal or natural. Such parcel of land may include a structure, and includes such items as kennels, houses, mobile homes, apartments, condominiums, and townhouses which are located on a parcel of land.

Proper enclosure means secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, tethering, restraining or other affixing the animal to a stationary object.

Proof of Ownership means any documentation or evidence which proved to the satisfaction of the City Manager's designee that a Person is the Owner of an Animal, including a Microchip identification, Veterinarian invoice, official registration, or photographs of the Animal.

Provoked means the response of an Animal that a reasonable Person believes the Animal has taken to defend itself, its offspring, its Owner or family member, or another Person within its immediate vicinity from assault, actual or perceived, or to defend real property belonging to its Owner or family member.

Public way means an alley, avenue, boulevard, bridge, channel, ditch easement, express freeway, highway, land, parkway, right-of-way, road, sidewalk, street subway, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

Qualified service animal means:

1. Any qualified service dog or qualified service miniature horse that has been or is being trained to provide assistance to an individual with a disability;
2. An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended;
3. A qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal as defined in NMSA 1978, Section 28-11-2(B) (2013).

Quarantine means the segregation, detention and isolation of an animal for any time as required by state law in order to observe the animal suspected of contagion and control the spread of said contagion.

Reclaim, Redeem or Redemption means an Owner's or other person designated by the owner's recovery of an Animal that has been Impounded at the Truth or Consequences Animal Shelter.

Responsible party for the animal or Responsible Party means the owner of a Domestic Animal or Livestock, or an adult person placed in charge of the Domestic Animal or Livestock in the absence of incapacitation of the owner.

Run at large or running at large means to be free of control beyond an enclosed lot or the premises or vehicle of the owner or responsible party.

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Safekeep or **safekeeping** means the temporary housing and care of an animal by the animal shelter in an event where the owner or responsible party is incapacitated or otherwise unable to provide care for the animal.

Secure Enclosure means a cage, crate or box, that may be portable, of sufficient strength to contain a Domestic Animal within and is not able to be invaded.

Secure Facility means a house or building in which an Animal is being restricted that will prevent the Animal, including a Guard Dog, from being able to escape.

Secure Fence means a visible protective or confining barrier of sufficient strength and height that prevents any Domestic Animal or Livestock, including Guard Dogs, from escaping the property on which the Animal is being restricted. The Secure Fence shall also reasonably protect the Animal within the fence from other Domestic Animals, Livestock or people coming into contact with the restrained Domestic Animal or Livestock. This includes a dog run type structure.

Serious injury means A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

Seize means to take custody of an Animal with or without notice to the Owner or the consent of the owner. Exigent Circumstances must exist if an animal is taken into Custody without notice to the Owner or the consent of the Owner.

Songbird or **songbirds** means a bird that utters a succession of musical tones and shall include but are not limited to:

1. All of the family Estrildidae (old world finches).
2. All of the family Fringillidae (new world finches).
3. All of the family Icteridae (Blackbirds).
4. All of the family Sittidae (Nuthatches).
5. All of the family Troglodytidae (Wrens).
6. All of the family Muscicapidae (old world flycatchers).
7. All of the family Sturnidae (Starlings).
8. All of the family Paridae (Titmice and nuthatches.)
9. All of the family Phylloscopidae (Leaf warblers.)
10. All of the family Corvidae (Crows and jays.)
11. All of the family Paradisaeidae (Birds of Paradise.)
12. All of the family Pipridae (Manakins.)
13. All of the family Tyrannidae (Tyrant flycatchers.)

Spay means to render a female animal permanently sterile and incapable of reproduction.

Surrender or **Owner Surrender** means the relinquishment of Ownership of a Domestic Animal to the Truth or Consequences Animal Shelter by the Owner of the Animal.

Tether means to restrain an animal by means of a runner cable or similar device attached to a running line, pulley or trolley system.

Tormenting of animals means the act of bothering, annoying, distracting or agitating an animal.

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Trap-Neuter-Return or ***TNR*** means a humane method to manage feral and stray cat populations by trapping them, spaying or neutering them, and returning them to their original outdoor homes. The process typically includes vaccinating the cats and often ear-tipping them to signify they have been sterilized.

Trolley or ***Trolley System*** means a cable strung between two fixed and stable points, to which a dog on a short lead is attached, allowing for freedom of movement.

Un-weaned means of an infant or other young mammal not accustomed to food other than its mother's milk.

Vaccination or ***Vaccinate*** means the inoculation of an animal with a vaccine administered by a veterinarian for the purpose of immunizing the animal against rabies as required by the State of New Mexico Rabies Control Act of 1959. The amount given should be sufficient to provide immunity from rabies for a minimum of one year. This also includes the inoculation of an Animal against distemper, parvo, para influenza, corona virus or Bordetella and other vaccinations deemed necessary from time to time by the City Manager or City Manager's designee.

Vermin means wild rodents and various insects including flies, mosquitoes, ants and wasps.

Veterinary hospital or ***veterinary clinic*** means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

Vicious animal means any animal which kills or severely injures (so as to result in muscle tears or disfiguring lacerations, require multiple sutures, or corrective or cosmetic surgery, permanent disfigurement) a person or domesticated animal, but it does not include an animal which bites, attacks or injures a person or animal which is unlawfully upon its owner's premise, or which is provoked. Vicious animal includes an animal that inflicts a bite after it has been deemed a Dangerous Animal, regardless of severity of such bite.

Cross reference(s) - Rules of Construction, Definitions, Generally, § 1-2.

SEC. 3-3. PERJURY.

It is unlawful for any person to make any false affidavit, or knowingly swear or affirm falsely to any document, matter or thing required to be sworn or affirmed by the terms of this Chapter.

SEC. 3-4. NO PRIVATE CAUSE OF ACTION.

Nothing in this article is intended to create a private cause of action.

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ARTICLE II. ADMINISTRATION OF CHAPTER

SEC. 3-5. ANIMAL CONTROL OFFICERS.

The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. Powers to enforce the chapter are delegated to the Chief of Police and may be delegated by the Chief of Police to the appointed Animal Control Officers, Code Enforcement Officer or Police Officers as he may deem expedient.

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

State law reference(s) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC. 3-6. AUTHORITY OF ANIMAL CONTROL OFFICERS.

- A. Animal Control Officers and/or Truth or Consequences Police Officers shall have the authority to issue citations for violations of this Chapter within the corporate limits of the city or in other areas of jurisdiction as specified in agreements with other entities.
- B. Truth or Consequences Police Officers and those designated or assigned to the enforcement of ordinances regulating or controlling animals and fowl by the Chief of Police, shall have the authority to investigate upon probable cause any alleged violation of this Chapter.
- C. Animal Control Officers and Truth or Consequences Police Officers shall have the authority to take up and impound any animal or fowl authorized to be impounded by this Chapter or by other ordinances within the specified agreements with other entities.
- D. Animal Control Officers shall wear a uniform and a badge identifying such officer as an Animal Control Officer.

State law reference(s) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC. 3-7. ESTABLISHMENT OF ANIMAL SHELTER.

There is hereby established an Animal Shelter which shall be located at a location designed by the Commission.

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

SEC. 3-8. ANIMAL SHELTER, HOURS OF BUSINESS.

The Animal Shelter of the City of Truth or Consequences shall be kept open to the general public for the transaction of business during the hours set by the City Manager.

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

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SEC. 3-9. SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER.

- A. A Law Enforcement Officer, Animal Control Officer, or animal owner or person designated by an animal owner, may require a Domestic Animal to be placed in the care and custody of the Animal Shelter to ensure that the Domestic Animal is properly cared for. In these situations, the safekeep of the Domestic Animal at the expense of the owner shall only occur for a period of:
 - 1) Not more than ten (10) calendar days for a person on a Medical Hold. After ten (10) calendar days the Domestic Animal may become property of the Animal Shelter and a boarding fee established by resolution may be applied.
 - 2) Not more than ten (10) calendar days for a person on an Incarceration Hold. After ten (10) calendar days the Domestic Animal may become property of the Animal Shelter and a boarding fee established by resolution may be applied.
- B. The owner shall be responsible for contacting a designated person or organization to pick up the Domestic Animal from the Animal Shelter and the owner shall contact the Animal Shelter and provide authorization for such person or organization to take custody of the Domestic Animal to the Animal Shelter.
- C. After the safekeep period has expired, the animal is no longer classified as a safekeep the Domestic Animal may be considered abandoned and become property of the Animal Shelter unless the owner or designated party notifies the Animal Shelter of a date and time the Domestic Animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No Domestic Animal shall be released from the Animal Shelter until all fees are paid in full. Fees may be waived or reduced by the City Manager or Designee of the City Manager. Owners who knowingly abandon or fail to arrange for pickup of their Domestic Animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.

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

SEC. 3-10. SEIZURE OF ANIMALS NOTICE.

- A. An Animal Control Officer, or designee who reasonably believes that the life or health of an animal to include Livestock is endangered due to cruel treatment may apply to a court of proper jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within ten business days unless good cause is demonstrated by the city for a later time and such extension is approved by a judge with proper jurisdiction to enforce this Chapter.
- C. Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.

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- D. If the owner of the animal cannot be determined or cannot be located, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.
- E. At the option and expense of the owner, the seized animal may be examined by a veterinarian of the owner's choice if approved by a judge with proper jurisdiction to enforce this Chapter.
- F. If the animal is a type of Livestock, seizure shall be pursuant to Chapter 77, Article 18 NMSA 1978.

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

State law reference(s) – Seizure of Animals; Notice, NMSA, § 30-18-1.1.

SEC. 3-11. DISPOSITION OF SEIZED ANIMALS.

- A. If the court finds that a seized animal is not being cruelly treated and that the animal's owner is able to provide for the animal adequately, the court may order the return of the animal to its owner.
- B. If the court finds that a seized animal is being cruelly treated or that the animal's owner is unable to provide for the animal adequately, the court may order the animal be relinquished to the Animal Shelter or other facility.
- C. An animal control agency operated by the municipality, or an Animal Shelter or other animal welfare organization designated by an animal control agency or an Animal Shelter, in the custody of which an animal that has been cruelly treated has been placed may petition the court to request that the animal's owner may be ordered to post security with the court to indemnify the costs incurred to care and provide for the seized animal pending the disposition of any criminal charges of committing cruelty to animals pending against the animal's owner.
- D. The court shall determine the amount of security while taking into consideration all of the circumstances of the case including the owner's ability to pay and may conduct periodic reviews of its order. If the posting of security is ordered, the animal control agency, Animal Shelter or animal welfare organization may, with permission of the court, draw from the security to indemnify the costs incurred to care and provide for the seized animal pending disposition of the criminal charges.
- E. If the owner of the animal does not post security within 13 days after the issuance of the order, or if, after reasonable and diligent attempts the owner cannot be located, the animal may be deemed abandoned and relinquished to the animal control agency, Animal Shelter or animal welfare organization for adoption, transfer out or humane destruction.
- F. Nothing in this section shall prohibit an owner from voluntarily relinquishing an animal to an animal control agency or shelter in lieu of posting security. A voluntary relinquishment shall not preclude further prosecution of any criminal charges alleging that the owner has committed cruelty to animals.

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- G. As used in this section, "Livestock" means any of the large or small Livestock, including, but not limited to horses, cattle, mules, donkeys, burros, swine, goats, sheep, and fowl, including, but not limited to, chickens, guinea hens, ducks, turkeys, geese, quail, or pigeons or any other Domestic Animals typically used in the production of food, fiber, or other products or activities defined by the city manager as agricultural.

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

State law reference(s) – Disposition of Seized Animals, NMSA, § 30-18-1.2.

SEC. 3-12. COSTS OF SEIZED ANIMALS.

- A. Upon conviction, a defendant shall be liable for the reasonable cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- B. In the absence of a conviction, the seizing agency shall bear the costs of boarding the animal and all necessary veterinary examinations and care of the animal during the pendency of the proceedings, return the animal, if not previously relinquished, and all of the security posted.

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

State law reference(s) – Costs, NMSA, § 30-18-1.3.

SEC. 3-13. STERILIZATION AGREEMENT/DEPOSIT FOR SPAYING AND NEUTERING DOGS AND CATS.

- A. It is the intent of the City for all dogs and cats over the age of 4 months to be spayed/neutered. Therefore, no cat or dog shall be released from the Animal Shelter to an adopting person unless it has been spayed/neutered or unless a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.
- B. The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by six months of age for kittens and puppies.
- C. An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.

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

State law reference(s) – Sterilization Agreement and Sterilization Deposit Required, NMSA, § 77-1-20.

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SEC. 3-14. QUALIFIED SERVICE ANIMALS.

- A. A person with a disability who is using a qualified service animal, as defined by the American Disability Act (ADA), shall be admitted to any building open to the public and to all other public accommodations and shall be allowed access to all common carriers; provided that the qualified service animal is under the control of an owner, a trainer or a handler of the qualified service animal. A person shall not deny an individual with a qualified service animal entry to a building open to the public or to any public accommodation or deny access to a common carrier, regardless of any policy of denying pets entry to that building, public accommodation or common carrier. A person shall not be required to pay any additional charges for the qualified service animal, but may be liable for any damage done by the qualified service animal; provided that persons without disabilities would be liable for similar damage; and
- B. This section does not require a public accommodation or common carrier to permit an owner, trainer or handler using a qualified service animal to have access to a public accommodation or common carrier in circumstances in which the individual's use of the qualified service animal poses a direct threat of significant harm to the health or safety of others.

Credits L. 1989, Ch. 242, § 2; L. 1999, Ch. 262, § 2; L. 1999, Ch. 288, § 2; L. 2005, Ch. 224, § 3, eff. June 17, 2005; L. 2013, Ch. 57, § 3, eff. June 14, 2013. § 28-11-3. Admittance of qualified assistance animals, State of New Mexico

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

SECS. 3-15 – 3-28. RESERVED.

ARTICLE III. PENALTIES

SEC. 3-29. GENERAL PENALTY.

Whenever in this Chapter an act is prohibited or is made or declared to be unlawful or an offense or whenever in such section of the Chapter the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the penalty for violation of any section of this Chapter shall be as follows:

1. Any person who violates any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and may be punished by a minimum of fine \$25.00 and not exceeding \$200.00 and/or imprisonment for a period not exceeding ninety (90) days in the discretion of the court upon conviction of violating the Ordinance. A person may, in addition to any other penalty, be required to attend an animal training or care school/classes in the discretion of the Court.
2. Each day any such violation or failure to perform such act as provided in this Chapter exists, it is an offense and shall continue shall constitute a separate offense, unless otherwise specifically provided.

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3. Each animal cited under this chapter shall constitute a separate offense, unless otherwise specifically provided.

SEC. 3-30. RESTITUTION.

Notwithstanding any of the foregoing, in the event any Domestic Animal or Livestock damages property, whether public or private, or causes injury to any person, Domestic Animal or Livestock, and such damage or injury is found to have been an element of the violation of any provision of this Chapter, a court of proper jurisdiction may, at its discretion, require the defendant to make restitution within a reasonable time, to the victim of said damage or injury.

SECS. 3-31 – 3-48. RESERVED.

ARTICLE IV. CONTROL AND IMPOUNDING PROCEDURES

SEC. 3-49. IMPOUNDING ESTRAYS; PROCEDURES; FEES

- A. No person shall, without the knowledge or consent of the owner, hold or retain possession of any Domestic Animal or Livestock of which he is not the owner or custodian for more than 24 hours without first reporting the possession of such Domestic Animal or Livestock to an Animal Control Officer, giving his/her name and address, a true and complete statement of the circumstances under which the animal was taken, and the location where such animal is confined.
 - 1) A finder of a Domestic Animal or Livestock who chooses to hold the Domestic Animal or Livestock shall immediately contact an Animal Control Officer, Animal Shelter or the Owner of the Domestic Animal or Livestock.
 - 2) A finder shall have the Domestic Animal scanned for a microchip.
 - 3) A finder may elect to transport a Domestic Animal to its owner's premises or to the Truth or Consequences Animal Shelter.
- B. It is unlawful for any finder taking up a Domestic Animal or Livestock to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such Domestic Animal or Livestock to the Animal Control Officer, legal owner or custodian upon demand thereof.
- C. If an estray Domestic Animal is wearing a license, has other identification, or is implanted with a microchip that is registered with the City and/or appropriate microchip company it shall be confined at the shelter for a period of 72-hours and an attempt to locate and notify the owner shall be made.
- D. If an estray Domestic Animal is not wearing a license or other identification and not implanted with a registered microchip, the Domestic Animal shall be confined for a 72-hour period at the Animal Shelter.
- E. If a person claims and provides proof of ownership of an estray Domestic Animal or Livestock confined at the Animal Shelter, it shall be returned to the owner or designee of the owner after all applicable fees have been paid. Owner shall bear the cost of any expenditures while animal is confined including veterinary services. A citation may be issued to the owner of an estray animal.

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- F. Title for a Domestic Animal will transfer to the Animal Shelter after the impoundment period. The Animal Shelter may transfer, return, adopt or dispose of unclaimed estray Domestic Animals or Livestock impounded under this section according to their policies and procedures the day after the required impoundment period.
- G. No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale or research.
- H. A Domestic Animal or Livestock which continues to be an alleged nuisance or that is deemed a threat to public safety due to aggression may be impounded by the Animal Control Officer with a warrant issued by a court of proper jurisdiction until such time as a judgment is made by a court of proper jurisdiction.
- I. Prior to adoption, return, transfer or redemption, each Companion Animal will be microchipped for positive identification and listed in the national database. Costs of such services will be added to the adoption/redemption fee collected.
- J. It shall be the responsibility of the owner to reimburse the City for animal boarding, vaccination, microchipping, emergency veterinary costs, or other expenses incurred by the City under the provisions of an animal that has been legally impounded under this Chapter. Fees established by resolution are as follows:
 - 1) Impound Fee as set by resolution
 - i. The impound fee will increase by an amount set by resolution every time the animal is impounded within one (1) calendar year.
 - 2) Impound Boarding Fee as set by resolution.
 - 3) A Non-Sterilization Deposit fee set by resolution will be added to the impound fee and impound boarding fee for all intact Domestic Animals. This fee will be refunded to owner's who provide proof of sterilization to the Animal Shelter within thirty (30) days.
 - 4) A microchip fee set by resolution will be added to any animal that requires a microchip.
- K. All impound fees, boarding fees, emergency veterinary care costs, maintenance costs, vaccination costs, microchipping costs or other costs incurred by the City during impoundment under the provisions of a Domestic Animal or Livestock that has been legally impounded under this Chapter shall be paid in full prior to the release of an Animal from the Animal Shelter.
- L. Fines for violations of this article shall be in accordance with the provisions of section 3-29.

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

SEC. 3-50. IMPOUNDMENT.

An Animal Control Officer may take up and impound in the Animal Shelter any estray or any Domestic Animal or Livestock kept or maintained contrary to this chapter, including any Domestic Animal or Livestock that is allegedly creating a public nuisance or that is deemed a threat to public safety due to aggression.

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

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SEC. 3-51. DESTRUCTION OF ANIMALS.

- A. If an animal which is impounded under the provisions this Article is suffering because of sickness, injury or age as certified by a licensed veterinarian, then it may be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by a qualified member of Animal Shelter Staff or Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.
- B. Any animal which cannot be brought to an Animal Shelter because it is vicious or infected with rabies or in any painfully crippled condition, may be destroyed by shooting by a Law Enforcement Officer at the direction of the Animal Control Officer or licensed veterinarian.
- C. Any animal deemed vicious by the court having jurisdiction over the enforcement of this Chapter shall be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by the Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SECS. 3-53 – 3-67. RESERVED.

ARTICLE V. OWNER'S DUTIES

SEC. 3-68. VACCINATIONS.

- A. It is the duty of all persons owning a domestic cat or a domestic dog over the age of three months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for at least one (1) year and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The Commission may require other animals to receive annual rabies vaccination.
- B. The veterinarian administering anti rabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination, and the expiration date of the period of immunity.
- C. It is unlawful for the owner or keeper of any domestic dog or domestic cat, to fail to exhibit its certificate of vaccination upon demand to any police officer or Animal Control Officer.

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- D. It is the duty of all persons who adopts a dog to have such dog vaccinated against rabies, canine distemper complex, and parvo virus within five (5) days of the date of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies, feline distemper complex, parvo virus and Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia (FVRCP) within five (5) days of adoption.
- E. Each animal cited as a violation under this section is considered a separate offense.

State law reference(s) – New Mexico Administrative Code 7.4.2.8

SEC. 3-69. LICENSE REQUIRED.

- A. All residents of Truth or Consequences who owns, possesses or harbors any Domestic Animal three months of age or older shall:
 - 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- B. Any person who does not reside within the corporate limits of Truth or Consequences who keeps a Domestic Animal in the City for more than fifteen (15) consecutive days or an aggregate of thirty (30) days in any year shall:
 - 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- C. Collar or Harness Requirements for license tags.
 - 1) Any Domestic Animal outside of the owner's premises shall wear a collar or harness with a current license tag attached to the collar or harness.
 - 2) A collar or harness with the required license tag attached may be removed from the Domestic Animal temporarily for medical care, training, grooming or when the Domestic Animal is in a Bona Fide Animal Show, provided the owner or custodian of the Domestic Animal has in their personal possession the valid license tag for each Domestic Animal and shall immediately display upon such request of an Animal Control Officer or Police Officer.
- D. Application for a Domestic Animal License shall be made as directed and shall state the name and address of the owner, the name, breed, color, age and sex of such animal, microchip number if applicable and any other information deemed necessary. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in Section 3-149 of this Chapter, a license certificate for each animal shall be issued. If a license tag is lost, replacement tags with a cost set by resolution shall be purchased. The license shall expire on the same date as the rabies certificate or one year from the date of issue whichever is greater.

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- E. Within five business days upon change of ownership of any Domestic Animal, the new owner shall apply for a new Animal License with their personal identifying information.
- F. All residents of Truth or Consequences or non-residents who have a Domestic Animal implanted with a microchip and registered with the City and appropriate microchipping company, shall ensure owners physical address, owner personal identifying information and owners contact information is current and valid with the City and appropriate microchipping company to ensure proper identification of the Domestic Animal and owner.

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

State law reference(s) - Municipal authority to require licensing of dogs, NMSA, § 77-1-15.1.

SEC. 3-70. RESTRAINT OF ANIMALS.

- A. A person owning or having charge, custody, or care over a Domestic Animal or Livestock shall keep the animal under humane physical restraint at all times.
- B. A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure, secure fence, secure facility or by immediate control.
 - 1) All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates and doors to animal enclosures in such a manner as to be inaccessible to animals and small children in order to prevent animal escape and unauthorized entry.
 - 2) A person owning or having care, custody, or control over a Domestic Animal or Livestock on his or her premises may use a tether as a means of restraint only if:
 - i. The tethered animal has access to adequate food, water, shade and shelter.
 - ii. A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.
 - iii. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.
 - iv. A tether used to restrain an animal shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled, strangled or denied access to adequate necessities.
 - 3) Voice commands are not an acceptable form of restraint.
 - 4) Electronic Leashes are not an acceptable form of restraint.
 - 5) Invisible fences are not an acceptable form of restraint.
 - 6) Crates are prohibited as a means of restraint while an animal is outdoors and on the premises of an owner or custodian.

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- C. A person owning or having care, custody, or control over a Domestic Animal or Livestock off of his or her premises shall keep the animal under immediate control.
- 1) While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed eight (8) feet in length while the animal is in and around the inhabitants of the city.
 - 2) A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner or in any manner that will allow their escape from the vehicle when it is parked or in motion. Animals carried in the open flatbed vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from falling out of the vehicle. At no time is an animal allowed to sit or stand in the driver's lap while the vehicle is being operated on any public roadway.
 - i. If an animal is restrained in a crate or other enclosure while in a vehicle, the crate or enclosure shall be securely fastened so that the crate or enclosure cannot slide, turn over or fall out.
 - 3) A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.
 - 4) Voice commands are not an acceptable form of restraint.
 - 5) Electronic Leashes are not an acceptable form of restraint.
- D. A person owning or having care, custody, or control over a Domestic Animal or Livestock shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.
- 1) If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the Animal Control Officer at the request of the resident or owner.
 - 2) If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute may be regarded by the Animal Control Officer as a private matter.
- E. An owner, manager, agent, or governing board of any multiple dwelling units, including mobile home parks and gated communities, may permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling units, except upon such areas and within such enclosures specifically designated for such activity, provided the animal is restrained within the bounds of the park or community by a secure fence.
- F. Exceptions:
- 1) A working dog that is under the control and supervision of the owner or handler performing such acts as herding on private property, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.

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- 2) Community Cats that have been vaccinated and have an ear-tip and Community Cat Caregivers working or acting under a Trap-Neuter-Return initiative.

G. Each animal cited as a violation under this section is considered a separate offense.

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

State law reference(s)—Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(2).

SEC. 3-71. CONFINEMENT OF RABID ANIMALS.

An animal that has rabies or shows signs of having rabies, and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of this notify the Animal Control Officer as to the place where the animal is confined and shall surrender the animal to the Animal Control Officer upon demand. The Animal Control Officer shall then deal with the rabid animal pursuant to state law.

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

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

SEC. 3-72. BITING DOGS OR OTHER BITING ANIMALS.

- A. The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Control Officer within 24 hours. The owner of an animal that bites a person shall surrender the animal to an Animal Control Officer to impound such animal for a period of observation.
- B. A physician who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to an Animal Control Officer within 24 hours of his/her first professional attendance. The physician shall report the name, sex, and address of the person bitten as well as the type and location of the bite. The physician shall give the name and address of the owner of the animal that inflicted the bite and other facts that may assist the Animal Control Officer in ascertaining the immunization status of the animal.
- C. An animal that bites a person shall be confined securely at a place designated by the Animal Control Officer and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.
- D. A person who has custody of an animal that has bitten a person shall immediately notify the Animal Control Officer.

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

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

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SEC. 3-73. FEMALE DOGS OR CATS IN ESTRUS TO BE CONFINED.

It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed Companion Animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the Companion Animal does not create a nuisance by attracting other animals. When outside on the property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand-held leash. Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or Animal Shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Chapter.

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

SECS. 3-74 – 3-88. RESERVED.

ARTICLE VI. PROHIBITED ACTS

SEC. 3-89. ANIMALS RUNNING AT LARGE.

- A. It is unlawful for any person owning or having the care, custody or control of any Domestic Animal or Exotic Animal to allow or permit that animal to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof. Any animal permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety, and may be taken up and impounded as provided in section 3-49.
- B. Each animal cited as a violation under this section is considered a separate offense.

SEC. 3-90. LIVESTOCK RUNNING AT LARGE.

- A. It is unlawful for the owners of Livestock to allow or permit Livestock to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof within the city limits. The owners of the Livestock are subject to prosecution under this section regardless of the Livestock's origination.
- B. Each animal cited as a violation under this section is considered a separate offense.

SEC. 3-91. ANIMALS DISTURBING THE PEACE.

- A. For the purposes of this Section, *persistent* means noise created by a Domestic Animal, Exotic Animal or Livestock that is continuously heard for a period of ten (10) minutes or more or intermittently heard over a period of one (1) hour or more.
- B. For the purposes of this Section, *intermittent* or *intermittently* means noise created by a Domestic Animal, Exotic Animal or Livestock that starts and stops at irregular intervals.
- C. For the purposes of this Section, *continuous* or *continuously* means noise created by a Domestic Animal, Exotic Animal or Livestock that is constant and does not stop for a period of ten (10) minutes or more.

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- D. It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to permit that animal to howl, bark or create noise common to its species which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. Persistent, continuous or loud intermittent noise between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. which can be heard more than fifty feet (50') from the source of the noise shall be prima facie evidence of a violation of this section.
- E. It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to keep or maintain on his premises any animal in such an unclean or unsanitary manner as to disturb others by noxious or offensive odors, or otherwise endanger the health, safety, and welfare of the inhabitants of the City.
- F. A person owning, or having the care, custody or control of any Domestic Animal, Exotic Animal or Livestock may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.
 - 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.
- G. This Section shall not apply to properly licensed and permitted Animal Shelter's.

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

Cross reference(s) - Offenses Relating to Public Order and Safety, § 8-31 et seq.

SEC. 3-92. PUBLIC NUISANCE.

- A. It is unlawful for a person owning or having the care, custody or control of any animal to permit, either willfully or through failure to exercise due care or control, any such animal to commit any nuisance upon a sidewalk, or in a public park; or upon the floor or wall or any common wall or any common hall in any multiple dwelling, entryway, stairway, or wall immediately abutting on a public sidewalk; or upon the floor or wall of any theater, shop, store, office building, or other building used in common by the public; or upon any private property other than that of the animal owner.
- B. A person owning or having care, custody, or control over an animal shall prevent the animal from causing damage or being a nuisance to the person or property of another.
- C. A person owning or having care, custody, or control over a pet such as a dog or cat shall dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard by noxious or offensive odors.

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- D. A person owning or having care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of.
- E. A person owning, or having the care, custody or control of any animal may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.
 - 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.
 - 2) Complainants must be willing to testify of violations in a court of proper jurisdiction.
- F. A community cat that disturbs the peace by habitually or repeatedly destroying, desecrating, or soiling public or private property may constitute a public nuisance.
 - 1) Animal Control shall investigate an alleged violation of this section upon the receipt of two (2) sworn complaints in a form provided by Animal Control signed by two (2) unrelated City residents living in separate dwellings with 500 feet of the alleged violation. The affidavit shall specify the address or location of the alleged violation, the nature, time and date(s) of the act, the name and address of the owner or custodian, if known, and a description of the cat, if known.
 - 2) If, upon investigation, Animal Control, determines the complainant(s) have taken reasonable abatement measures to resolve or mitigate the nuisance behavior of the cat, Animal Services may request the caregiver, if any, assist in resolving the nuisance or may remove the community cat causing the nuisance.
 - 3) A Community Cat Caregiver may be cited for failing to take reasonable abatement measures to resolve or mitigate any nuisance behavior created by a community cat in which they provide care.

SEC. 3-93. UNLAWFUL USE OF COMPANION ANIMAL LICENSE TAG.

It is unlawful for any person to remove any Companion Animal License Tag from animal and attach it to another animal. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his/her possession or under his/her control a stolen, counterfeit, or forged Companion Animal License Tag, rabies vaccination certificate, or other form of licensing as required under this Chapter.

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

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SEC. 3-94. VICIOUS ANIMALS.

It is unlawful for any person to keep or harbor a known vicious animal in the City. Any attack by a vicious animal or any animal displaying traits of a vicious animal may be repelled by the use of reasonable force. After a judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this Chapter, upon hearing of such complaint, may, in addition to any fine or imprisonment which may be imposed for violation hereof, order the Animal Control Officer to have such animal destroyed as set forth in Section 3-51 of this Chapter.

State law reference(s) – Vicious Animals, NMSA, § 77-1-10.

SEC. 3-95. SALE OF ANIMALS.

- A. No person shall display, sell, or offer for sale, barter, give away, or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter or other animal welfare non-profit during an adoption event.
- B. No person shall sell, offer for sale, barter, or give away any baby rabbits under four weeks of age. Nothing in this section shall be construed to prohibit the raising of rabbits and fowl by a private individual for his personal use and consumption, provided that he shall maintain proper brooders and other facilities for the care and containment of such animals while they are in his possession.
- C. No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.
- D. A person shall not sell, offer for sale, transfer, or adopt ferret under eight weeks of age, or a guinea pig, hamster, or rabbit under four weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition as determined by the breed and species of the animal. Nothing herein shall prohibit the transfer of animals between Animal Shelters and animal rescue organizations or prohibit the sale, transfer, or adoption of an un-weaned animal if accompanied by a nursing female.
- E. All requirements as set by Section 3-147 shall be met when selling, gifting or other conveyance of puppies and kittens that are prior to eight weeks of age.
- F. No person shall offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.

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

State law reference(s) – Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

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SEC. 3-96. FALSE REPORTING.

- A. It is unlawful for any person to make a false report to a Police Officer or an Animal Control Officer regarding any animal in danger or stray or regarding any supposed violation of this Chapter.
- B. It is unlawful for any person to make a false affidavit, or knowingly swear or affirm falsely to a document, matter or thing required to be sworn or affirmed to by the terms of this Chapter.

SECS. 3-97 – 3-107. RESERVED.

ARTICLE VII. CRUELTY TO ANIMALS PROHIBITED.

SEC. 3-108. PHYSICAL ABUSE.

- A. It is unlawful for any person to willfully or maliciously kill, beat, sexually abuse, maim, poison, disfigure, burn, or scald any animal, or to attempt to kill or poison any animal, except that reasonable efforts may be employed only to drive off vicious or trespassing animals. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.
- B. Exceptions
 - 1) Humane Euthanasia performed by a Licensed Veterinarian, a Euthanasia Qualified Employee of the City of Truth or Consequences or a Euthanasia Authorized employee of the City of Truth or Consequences Animal Shelter.
 - 2) Killing a bird if such bird is Poultry owned by that Person and will be used for food;
 - 3) Killing a rabbit if such rabbit is owned by that Person and will be used for food;
 - 4) Killing mice or rats that are not a Domestic Animal or otherwise claimed as a pet by any Person;
 - 5) A Person may use poison to kill mice and rats, but only within a Person's own enclosed structures.
 - 6) Except when applied by a licensed exterminator, no poison may be used outside, even on a Person's own property, or in any way in which a poisoned animal, including mice and rats, can consequently poison other Animals.
 - 7) Generally accepted methods of animal training that do not cause undue physical and emotional suffering, including the training of Livestock, Companion Animals, Guard Dogs, hunting dogs, police dogs and Service Animals shall not constitute cruelty.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

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SEC. 3-109. WORK CRUELTY.

It is unlawful for any person to drive or work any animal cruelly. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

SEC. 3-110. CARE AND MAINTENANCE.

A. It is unlawful for any owner of an animal to fail, refuse, or neglect to provide said animal with proper and adequate necessities and medical care.

1) Food and Water.

- i. Mammals and birds shall be provided with uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal. Additionally, the amount of food administered and feeding times must properly conform to the individual animal's age and condition. Food should be stored in a rodent proof and insect proof container. Open food must be kept in covered, washable containers. Containers where food is stored shall be maintained and kept free of bacteria and contamination from rodents and insects as needed.
- ii. Mammals and birds shall be provided with constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health as required by the species whether the animal is outdoors or indoors.

2) Cleanliness.

- i. The entire premises where an animal is kept shall be kept clean and in good repair in a manner which will protect animals from disease or injury. Feces and urine must be removed at least twice daily from Companion Animal living quarters to prevent odors and possible dangerous or toxic exposure or contamination by fecal material, mold or internal and external parasites that could harm the animal or cause the spread of disease to other animals or humans.
- ii. All areas where animals are kept shall be maintained in a manner such that no animal can accidentally or intentionally come into contact with chemicals or other dangerous substances including, but not limited to, antifreeze that could potentially poison an animal. Food and cleaning supplies cannot be stored together. Provisions shall be made for the timely removal and proper disposal of animal and food waste, soiled bedding, dead animals, and debris. Disposal facilities and methodology shall minimize vermin infestation, odors and disease.
- iii. Areas where animals will be spending time shall be maintained to minimize the animal's exposure to fleas, ticks, flies, mosquitoes, ants,

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wasps, bees, or other insects that could potentially harm the animal or cause the animal discomfort.

3) Shelter and Shade.

- i. Animals that are not allowed free access to go inside a building must be provided with adequate shelter and shade. A structure that provides adequate shelter may not provide adequate shade: for example, a doghouse that protects the dog from wind and rain may be too hot inside when exposed to direct sunlight during the warmer months, so shade must also be provided.
 - (a) Outside housing for animals shall protect animals from any extreme weather conditions that may be detrimental to the health or comfort of the animals.
 - (b) Shelter for an animal must be waterproof, structurally sound, and have no protrusions that could injure animals.
 - (c) Feces and urine shall be removed from shelters as necessary to prevent animals from becoming soiled and to prevent odors, but under no circumstances less than twice each day.
 - (d) Suitable drainage must be provided in all areas where animals are kept and there can be no standing water.

4) Space.

- i. Animals must be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
 - (a) Minimum space required for cats. Indoor Requirements.
 - a. Cats shall have a minimum of four (4) square feet of flat floor space and twenty-two (22) inches of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.
 - (b) Minimum space required for cats. Outdoor Requirements.
 - a. Cats shall have a minimum of four (4) square feet of flat floor space and six (6) feet of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.
 - (c) Minimum space required for dogs. Indoor Requirements.
 - a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and two (2) feet of vertical space per dog.

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- b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and three (3) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and three (3) feet of vertical space per dog.
 - (d) Minimum space required for dogs. Outdoor Requirements.
 - a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and six (6) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and six (6) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and six (6) feet of vertical space per dog.
 - (e) Minimum space required for birds.
 - a. Birds must have enough room to spread their wings to their full width.
 - b. Birds must have at least two perches of different circumferences available to them.
 - (f) Any other animals not specifically listed should be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
- 5) Medical and veterinary care.
 - i. Animals shall be provided with basic medical care in accordance with this Chapter as described by the definition of Basic Medical Care.
 - ii. Animals shall be provided Emergency Medical Care in accordance with this Chapter as described by the definition of Emergency Medical Care.
 - iii. No animal should ever be allowed to suffer due to a lack of basic medical care, injury or illness.
- 6) Animals shall be groomed in accordance with this Chapter as described by the definition of Basic Grooming as applicable to the species. Basic Grooming is necessary to maintain the eyes, ears, beaks, hooves, feet, hair and skin of an animal in healthy condition. Basic Grooming includes making sure that the toenails or hooves are not so long as to cause the animal to not move normally or to cause pain to the animal. Basic Grooming also includes providing the animal

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whatever it needs for self-grooming. No animal shall be allowed to have a coat that is matted to the point that it becomes so heavy as to cause skin irritation or trap fecal matter. The animal shall not be kept so dirty as to provide a home for insects. No animal shall be allowed to have foreign objects imbedded in its skin, fur or hair other than the Microchip.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

SEC. 3-111. UNCARED FOR ANIMALS.

- A. Whenever an Animal Control Officer finds that any animal is or will be without proper care because of injury, illness, and/or incarceration or as a result of the absence of the owner or person responsible for the care of such animal the Animal Control Officer may apply for a warrant with a court charged with enforcement of this Chapter to enter onto the property or premises where said animal is located and take up such animal for protective care; and in the event of sickness or injury of the animal, upon the instruction of a licensed veterinarian, the Animal Control Officer may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal.
- B. It is unlawful for any person to desert deliberately and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission within the City of Truth or Consequences.

SEC. 3-112. INJURY TO ANIMAL BY MOTORIST.

- A. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any Domestic Animal or Livestock, give such aid as is reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator shall immediately identify themselves to the appropriate authorities. Alternatively, in the absence of the owner, a person may give aid by taking the Domestic Animal or Livestock to a veterinary hospital or the Animal Shelter and notifying the Police.
- B. Such animal may be deemed an uncared-for animal within the meaning of Section 3-111 above.
- C. Emergency vehicles in the course of emergency duty are excluded from this provision with the exception of reporting the incident.

SEC. 3-113. ANIMALS IN VEHICLES.

- A. It shall be unlawful for any person to intentionally, knowingly, or recklessly leave or confine any animal in a closed vehicle for any period of time without adequate ventilation in a way that puts it in a life-threatening or extreme health-threatening situation due to prolonged heat or cold.

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- B. An animal left in a vehicle without the interior of the vehicle being air conditioned when the interior temperature of the vehicle is over ninety degrees Fahrenheit (90°F) shall be prima facie evidence of a violation of this chapter.
- C. Animals being transported in the bed of a pickup truck must be protected from extreme temperatures and provided with a nonmetal surface to sit or stand on.
 - 1) No animal shall be left in the bed of a pickup truck whether in a crate or not when the weather is such that the animal will be exposed to extreme heat, cold, rain or snow.
- D. If an Animal Control Officer or Police Officer determines that an animal in a vehicle is in immediate danger, the Animal Control Officer or Police Officer may enter the vehicle by whatever means necessary, without being liable to the owner of the vehicle for any damages, and seize the animal. The animal's owner shall be responsible for all expenses related to the removal of the animal, emergency veterinary treatment and impoundment. If the Animal Control Officer or Police Officer cannot determine who confined the animal, the registered owner of the vehicle may be cited.
- E. Animals being transported in vehicles shall be restrained in accordance with Section 3-70.

SEC. 3-114. KEEPING OF DISEASED OR PAINFULLY CRIPPLED ANIMALS.

It is unlawful for any person to have, keep, or harbor any animal which is afflicted with any incurable, or infectious disease or is in any painfully crippling condition, except as hereinafter provided. The Animal Control Officer may impound such diseased or painfully crippled animal in accordance with the provisions of this Chapter. All such animals impounded may be destroyed humanely as soon thereafter as is practicable. In the case of destruction of such animal, the Animal Control Officer shall be required to give any of the aforesaid notices provided in this Ordinance. This Section shall not be construed to include animals receiving veterinary care.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

SEC. 3-115. ANIMAL FIGHTS.

It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition or contest in which one or more animals are engaged for the purpose or injuring, killing, maiming, or destroying themselves or any other animal. This includes any animal used as a "bait animal" as defined in the definitions of this Chapter.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Dog Fighting and Cockfighting, NMSA, § 30-18-9.

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SEC. 3-116. FOWL.

It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than twelve (12) hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.

SEC. 3-117. MOLESTING OR TORMENTING ANIMALS.

It is unlawful for any person to torment, tease, annoy, disturb or molest any animal, by any means including but not limited to, throwing rocks, yelling, or giving chase in any manner, which is on the property of its owner, or under the control of its owner.

3-118. SONGBIRDS.

It is unlawful for any person to willfully kill any songbird, or to molest or rob the nest of such bird.

State law reference(s) – Songbirds; Trapping, Killing or Injuring Prohibited, NMSA, § 17-2-13.

SEC. 3-119. DRAGGING AND HOBBLING ANIMALS.

A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by a secure tether or enclosure, shall be considered unrestrained. This shall not apply to Livestock animals being properly used for work purposes using commonly accepted methods.

SEC. 3-120. SCOPE OF SECTION; VIOLATIONS.

- A. It is expressly provided that Section 3-108 through Section 3-119 apply equally to Domestic Livestock, Exotic Animals, and Wild Animals in addition to dogs and cats.
- B. Violations of Section 3-108 through Section 3-119 are punishable by fines and/or imprisonment as set forth in Section 3-29.

SEC. 3-121. REPEAT OFFENSES.

- A. Three or more violations of any one or any combination of offenses in this Article shall constitute an act of cruelty. A repeat offender shall be deemed guilty of a misdemeanor, punishable by a minimum fine of \$100.00 and not exceeding \$500.00 and/or imprisonment for period not exceeding six (6) months.
- B. In cases of repeat offenses under this Article (Article VII), an Animal Control Officer shall have the authority to impound any animal subjected to cruelty, neglect or abandonment. The animal may not be returned to its owner before a hearing in a court of proper jurisdiction if, in the opinion on of the Animal Control Officer, the harm to the animal is severe and likely to recur.
- C. In cases of repeat offenses for animals subjected to cruelty, neglect or abandonment, a judge with proper jurisdiction to enforce this Chapter may have such animal relinquished to the Animal Shelter, thereby extinguishing all property rights of the existing owner,

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provided the Animal Shelter Staff or an Animal Control Officer serves written notice upon the existing owner, informing him of the intent to have said animal adopted by another owner, and giving the existing owner three (3) business days to 1) declare his intent to maintain ownership of the animal and to object to the adoption, and 2) pay all impoundment, boarding, and veterinary costs, up to the date of the owner's declaration of intent to maintain his ownership of his animal. This intent must be stated in writing, signed by the animal's owner, and delivered to the Animal Shelter keeping the animal. The statement of intent and payment of fees and costs will serve to stop any animal adoption proceedings

SECS. 3-122 – 3-129. RESERVED.

ARTICLE VII. DEAD ANIMALS

SEC. 3-130. DISPOSAL.

- A. The owner/responsible party having care, custody or control of an animal carcass shall be responsible for its removal within 24 hours of death if the animal is not to be used for human consumption.
- B. An animal carcass may be disposed of in one of the following ways:
 - 1) Burial of the animal carcass on the owner's land under the following conditions:
 - i. The bottom of the burial pit must be at least three feet above the water table.
 - ii. If possible, choose a site where the soil is heavier and less permeable.
 - iii. Flat areas are best. Avoid areas sloping toward water or arroyos.
 - iv. Ensure the pit is sized to allow soil to cover mortalities to a depth of at least three feet.
 - 2) Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.
 - i. The cremation of the carcass will be at the expense of the animal owner.
 - 3) The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter staff shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.
 - i. Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making reasonable efforts to notify the animal's owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.
 - ii. Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.

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- 4) The Animal Shelter may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.
 - i. The fee amount shall be established by resolution; or
 - ii. The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.
 1. This fee schedule is based on the weight of the carcass.

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

SECS. 3-131 – 3-135. RESERVED.

ARTICLE IX. TAMPERING

SEC. 3-136. BREAKING INTO ENCLOSURE OR FACILITY.

Any person who shall in any manner break into or aid, directly or indirectly, in breaking into the enclosure, pound, center, or trap in which any animal is impounded or kept under authority of an Animal Control Officer or Law Enforcement Officer shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

SEC. 3-137. BREAKING INTO AN ANIMAL CONTROL VEHICLE.

It is unlawful for any person to break open any animal control vehicle wherein animals are impounded by the Animal Control Officer or Law Enforcement Officer, or in any other way to remove or assist in the removal of any animal from such vehicle without lawful permission. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

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

SEC. 3-138. INTERFERING WITH AN ANIMAL CONTROL OFFICER.

It is unlawful for any person to interfere, hinder or molest any Animal Control Officer or Law Enforcement in the performance of their duties. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

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

ARTICLE X. DANGEROUS AND POTENTIALLY DANGEROUS DOGS.

SEC. 3-139. POTENTIALLY DANGEROUS DOGS.

A dog may be deemed potentially dangerous if the dog poses a reasonable threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or

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3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-140. DANGEROUS DOGS.

A dog shall be deemed dangerous if it causes serious injury to a person, Domestic Animal or Livestock.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-141. SEIZURE OF DANGEROUS DOGS.

- A. If an Animal Control Officer has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Control Officer may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If an Animal Control Officer has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- C. After seizure, the Animal Control Officer will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.
- D. After seizure:
 - 1) The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or
 - 2) The Animal Control Officer may, within fourteen (14) days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous and poses an imminent threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.
- E. If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Control Officer does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.
- F. If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal Shelter, the Animal Shelter may humanely destroy the dog.

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- G. A determination that a dog is not dangerous or potentially dangerous shall not prevent the Animal Control Officer from making a subsequent application for seizure based on the dog's subsequent behaviors.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-4.

SEC. 3-142. DANGEROUS AND POTENTIALLY DANGEROUS DOGS - REGISTRATION REQUIRED.

- A. Upon application, the City Clerk's Office shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:
- 1) The owner is able to keep the dog under control at all times; and
 - 2) A Companion Animal License Certificate, if applicable, has been issued pursuant to the requirements of the City; and
 - 3) The dog has a current rabies vaccination; and
 - 4) The owner has a proper enclosure to the dog; and
 - 5) The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and
 - 6) The dog has been spayed or neutered; and
 - 7) The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and
 - 8) The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Control Officer.
- B. If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for thirty-six (36) consecutive months, the owner may request the Animal Control Officer in the City to lift the requirements for registration pursuant to this section. If the Animal Control Officer has no reasonable basis to believe that the dog has exhibited the behaviors specified, it may relieve the owner of the requirements of this section.
- C. An Animal Control Officer shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of Section 3-140, establishes that:
- 1) The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and
 - 2) The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and
 - 3) The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
 - 4) When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet, and the dog shall be under complete control at all times; and
 - 5) The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and

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- 6) A clearly visible warning sign with a conspicuous warning symbol indicates there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from 50 feet, whichever is less.
- D. An Animal Control Officer may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to comply with the conditions for registration, confinement or handling set forth in this section.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-5.

SEC. 3-143. DANGEROUS AND POTENTIALLY DANGEROUS DOGS – PROHIBITED ACTS.

- A. It is unlawful for an owner of a dangerous or potentially dangerous dog to:
 - 1) Keep the dog without a valid certificate of registration; or
 - 2) Violate the registration and handling requirements for the dog; or
 - 3) Fail to notify an Animal Control Officer immediately upon:
 - i. The escape of the dog; or
 - ii. An attack by the dog upon a human being, Domestic Animal or Livestock;
 - 4) Fail to notify the animal control authority of the dog's death within five business days; or
 - 5) Fail to notify an Animal Control Officer within 24 hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or
 - 6) Fail to surrender the dog to an Animal Control Officer for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or
 - 7) Fail to comply with special handling or case requirements for the dog that a court has ordered.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-6.

SEC. 3-144. PENALTIES.

- A. A person who violates any section or provision of this Article X (Sections 3-139 through 3-143) shall be charged in the court charged with jurisdiction to enforce this Chapter and upon conviction may be sentenced a minimum fine of \$250.00 not to exceed \$500.00 or 90 days imprisonment or both fines and imprisonment.
- B. The court may order the owner to relinquish the dog to the Animal Shelter for humane destruction.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-6.

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ARTICLE XI. WILD OR EXOTIC ANIMALS

SEC. 3-145. EXOTIC AND WILD ANIMALS.

- A. No person shall keep, own or harbor any species in violation of federal law, New Mexico law or this section.
- B. No person shall keep any exotic or Wild Animal as defined in this Chapter by the definition of Exotic or Wild Animal except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-146. If such requirements are met, they may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.

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

State law reference(s)—Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. 3-146. EXOTIC AND WILD ANIMAL PERMIT.

- A. Any person who keeps, harbors or owns an Exotic Animal or Wild Animal covered by this section at the time of enactment of this Chapter shall obtain an Exotic or Wild Animal Permit from the City. A fee set by resolution shall be charged for the Exotic or Wild Animal Permit through the City.
 - 1) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or City Clerk upon the death of the animal.
 - 2) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or Police Officer upon the escape of the Animal.
- B. An Animal Control Officer shall use seizure procedures which protect the public, the exotic or Wild Animal and other animals to seize any exotic or Wild Animal kept in contrary to this section or for its owner's failure to obtain an Exotic or Wild Animal Permit. Such animal shall become property of the City. The Exotic or Wild Animal Permit holder or owner of the exotic or Wild Animal is liable for any costs incurred by the City and such costs may be the result of a lien being place against the Exotic or Wild Animal.
- C. For the purpose of this section, any person or Animal Control Officer who is utilizing a humane live trap for exotic or Wild Animals, vermin, or domesticated dogs or cats which may be a menace to the public may not be considered as keeping, owning or harboring such animals. Trapping shall be done in accordance with New Mexico State law.

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

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ARTICLE XII. PERMITTED PREMISES, REGULATIONS, LICENSES AND FEES

SEC. 3-147. GUARD DOGS.

Anyone using or keeping a dog for the sole purpose of guarding a property, and neither as a pet nor for hunting uses, must obtain a Guard Dog Site Permit from the City in addition to all other applicable provisions of this Chapter:

1. A Guard Dog shall not be used to guard residential property.
2. Only one Guard Dog is allowed on a property at any given time.
3. The permit application shall include sufficient information to identify the owner of the commercial property, the name and address of the owner of the Guard Dog, and the location intended to be guarded by the Guard Dog.
4. The permit applicant shall submit the application to the City Clerk's Office and submit to a pre-permit inspection of the premises by an Animal Control Officer so that an accurate physical description of the animal may be obtained.
5. The applicant must provide to the City proof of vaccination of the Guard Dog as set in Section 3-68 of this Chapter.
6. The applicant must provide to the City proof of licensing as set in Section 3-69 of this Chapter and microchipping of the Guard Dog as set in Section 3-74 of this Chapter. Proof of licensing and microchipping must be provided annually during renewal of the permit.
7. The permit applicant shall pay the Guard Dog Site Permit fee before a permit may be obtained. The permit holder shall, thereafter, pay an annual Guard Dog Site Permit fee. The permit application and annual permit fees shall be set by resolution by the City.
8. The permit applicant must submit to an annual inspection of the property by an Animal Control Officer before a permit may be renewed.
9. Prior to obtaining the permit, the permit applicant shall obtain liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of interests and costs, of not less than \$100,000.00 for damage or bodily injury to or death of a person caused by the Guard Dog.
10. The enclosure surrounding the property protected by a Guard Dog must be secure at all times so as to prevent the dog from running at large, unless the owner complies with Section 3-70.
11. The enclosure surrounding the property must be of sufficient height and strength to contain the Guard Dog within the premises to prevent unauthorized entry and access of animals and people onto the property.
12. A Guard Dog may only be chained in order to supplement any enclosure. A chain shall not be the only form of restraint for a Guard Dog.

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13. If chained, the animal must be located within 10 feet of the entrance of the building or premises to be guarded and chained in such manner as set forth in Section 3-70.
14. The owner of the Guard Dog shall post warning signs prominently on all sides of the premises and on all entryways to the premises, stating that a Guard Dog is on the premises.
 - i. Warning signs should be at least twelve (12) inches long on each side.
 - ii. Warning signs shall state “Guard Dog” and “Guardia” and shall show a picture of an aggressive dog.
 - iii. Signs should not be more than fifty (50) feet apart on all exterior fences or walls surrounding the site and shall be posted at all exterior corners of the site and every entrance to the site.
 - iv. Signs shall be maintained in such a manner to maintain their effectiveness.
15. Vehicles used to transport Guard Dogs shall be secured so the public is protected from injury, shall be constructed or modified to ensure that the Guard Dog is transported in a safe, humane manner and that does not violate Section 3-113, and shall be posted with warning signs on each side of the vehicle.
16. The City may at any time revoke a Guard Dog Site Permit for any and all violations of this Chapter.
17. Nothing in this section shall prohibit an Animal Control Officer from placing a Guard Dog on a quarantine and/or seizing a Guard Dog as set by provisions of this Chapter and/or applicable state laws.
18. An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permits or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
19. A Guard Dog Site Permit holder shall not apply for a litter permit, Multi-Animal Site Permit or Kennel Permit for the Guard Dog Site. No breeding, boarding or sale of Animals is allowed at a Guard Dog Site.
20. Guard Dog Site Permits shall not be issued to any premises within five-hundred (500) feet of any school zone, daycare, public park or dog park.

SEC. 3-146. MULTI-ANIMAL SITE PERMIT AND KENNEL PERMITS.

A. Multi-Animal Site Permits

- 1) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four Companion Animals in any combination thereof, three months of age or older on their residential or business premises without a Multi-Animal Site Permit.

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- 2) Any person who operates or proposes to operate a residential or commercial Multi-Animal Site shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial Multi-Animal Sites must accompany any application to defray the cost of processing the request.
- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator upon the submission of an application. All initial applications will go before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

The following requirements must be met during the onsite visit:

- i. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter and possess a city Companion Animal License Certificate.
 - ii. All Companion Animals must be implanted with a Companion Animal Microchip or must possess a city animal license tag.
 - iii. All Companion Animals must have access to Adequate Food.
 - iv. All Companion Animals must have access to Adequate Water.
 - v. All Companion Animals must have access to Adequate Shade.
 - vi. All Companion Animals must have access to Adequate Shelter.
 - vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
 - viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.
 - ix. Site must comply with Section 3-70 of this Chapter.
- 4) There shall not be more than seven Companion Animals in any combination thereof for multi-animal residential or commercial site permits.

B. Kennel Permits

- 1) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of Companion Animals, said business shall apply for a Kennel Permit.
- 2) Any person who operates or proposes to operate a Kennel shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee,

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established by resolution, for Kennel sites must accompany any application to defray the cost of processing the request.

- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.
 - 4) The following requirements must be met during the onsite visit:
 - i. Kennel Permit applicants that are using their permit for commercial purposes shall be required to also apply for a city business license as per (Sec. 7-32. - Application to do business). All other Kennel Permit applicants must provide proof they are a part of a valid nonprofit animal welfare organization.
 - ii. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter.
 - iii. All Companion Animals must have access to Adequate Food.
 - iv. All Companion Animals must have access to Adequate Water.
 - v. All Companion Animals must have access to Adequate Shade.
 - vi. All Companion Animals must have access to Adequate Shelter.
 - vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
 - viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.
 - ix. Site must comply with the provisions of Section 3-70 of this Chapter.
 - 5) The maximum Companion Animal occupancy for Kennel Permits shall be determined based upon the recommendation of an Animal Control Officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.
- C. Denial and Revocation of Multi-Animal Site or Kennel Permits
- 1) An application may be denied if the applicant or Companion Animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.

CHAPTER 3. ANIMALS

- 2) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-110 of this Chapter.
- 3) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-91 of this Chapter.
- 4) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-92 of this Chapter.
- 5) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-70 of this Chapter.
- 6) An application may be denied if two or more unrelated adult witnesses from unrelated residences reports violations of this Chapter or if one adult witness with recorded video shows a violation of this Chapter.
- 7) A Multi-Animal Site Permit or Kennel Permit may be revoked when, in the opinion of the designated zoning official or administrator or Animal Control Officer, any one or more the following conditions exist:
 - i. The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.
 - ii. The number of Companion Animals exceeds the number allowed under the permit.
 - iii. Any other violation listed under this chapter or sections.
- 8) In cases where a Multi-Animal Site Permit or Kennel Permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and upheld the initial revocation.
- 9) If a Multi-Animal Site Permit or Kennel Permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.
- 10) Multi-Animal Site Permits and Kennel Permits shall not be issued to any premises which has a Guard Dog Site Permit.

D. Provisions

- 1) All multi-animal residential or commercial site permits, and Kennel Permits must be renewed annually at a fee established by resolution. Renewal applications must be submitted to the City Clerk's Office for processing. A non-refundable fee, established by resolution shall be charged, and an onsite visit of the premises shall

CHAPTER 3. ANIMALS

occur by an Animal Control Officer and designated zoning official or administrator. Annual renewals up to 3 years are not required to go before the Planning & Zoning Board and can be approved by an Animal Control Officer, designated zoning official, or administrator. However, the Animal Control Officer and designated zoning official or administrator can request that an application renewal go before the Planning & Zoning Board if deemed necessary.

- 2) Multi-Animal Site and Kennel Permit holders shall allow an Animal Control Officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.
- 3) Upon receipt of payment of a Multi-Animal Site or Kennel Permit application fee, the City Clerk's Office shall forward the application to the Planning and Zoning Department and Animal Control Officer. All initial applications for Multi-Animal Site and Kennel Permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- 4) Veterinary hospitals or clinics shall be exempt from the Kennel Permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of Companion Animals.

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

SEC. 3-149. LICENSE FEES.

- A. The annual license fee shall be set by resolution for each neutered or spayed Companion Animal.
- B. The annual license fee shall be set by resolution for each intact Companion Animal.
- C. A fee shall be charged for each Companion Animal that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the Companion Animal, due to the Companion Animal's age or condition.
- D. No fee shall be charged for licensure of a Companion Animal implanted with a microchip that is registered by the appropriate microchip company provided the owner of the Companion Animal provides the City with the microchip number and fulfills all requirements set by Section 3-69(D).

SECS. 3-150 – 3-156. RESERVED.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.1

SUBJECT: Discussion/Action: Conditional Use Permit at 303 Jones Street for the Placement of Shipping Containers

DEPARTMENT: Community Development

DATE SUBMITTED: November 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Public hearing was held at the Planning and Zoning Commission meeting on 10-14. No Opponents/Proponents. Board recommended approval 3-1

Recommendation:

Consider recommendation of the Planning and Zoning Commission

Attachments:

- 10-14-2025 Planning and Zoning Commission Meeting Agenda Packet
- Draft Minutes – Applicable Section Highlighted

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-19-25



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 10-14-2025

ITEM:

Public Hearing/Discussion/Action: Conditional Use Permit at 303 Jones St for the placement of Shipping Containers as per Section 11-10-4 (A-1)

BACKGROUND:

Applicant is requesting a Conditional User Permit for the placement of Shipping Containers for storage purposes at 303 Jones St. Property is located in the C-1 Zone within the MainStreet District. *Per Sec. 11-10-4 – subsection A: 1. Conditional Use Permit is required for placement of all storage units/shipping containers within the boundaries of the Metropolitan Redevelopment Area (MRA) and Historic MainStreet District Area defined in the Downtown Master Plan.* Per the submitted site plan, applicant meets requirements as defined in Sec. 11-10-4 – subsection A noted below:

2. Containers may not exceed 46 feet in length and 10 feet in height
3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building
4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
6. May not encroach in the clear-sight triangle.
7. Shall not create unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.

All required documents have been submitted, fees paid and property owners within 100ft notified by Certified mail.

SUPPORT INFORMATION:

Site Plan
Parcel Map
Container Pictures
Public Hearing Notice
Applicable Section of Municipal Code
Findings of Facts Checklist
Notice of Public Hearing

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

MCADOO

FENCED
AREA →

20
feet

2

3

4 ft

1

20 ft

14 ft

303
JONES

COVERED
PATIO

JONES ST.



PARKING LOT



303 Jones St, Truth Or Consequ...

Show search results for 303 Jones St, ...

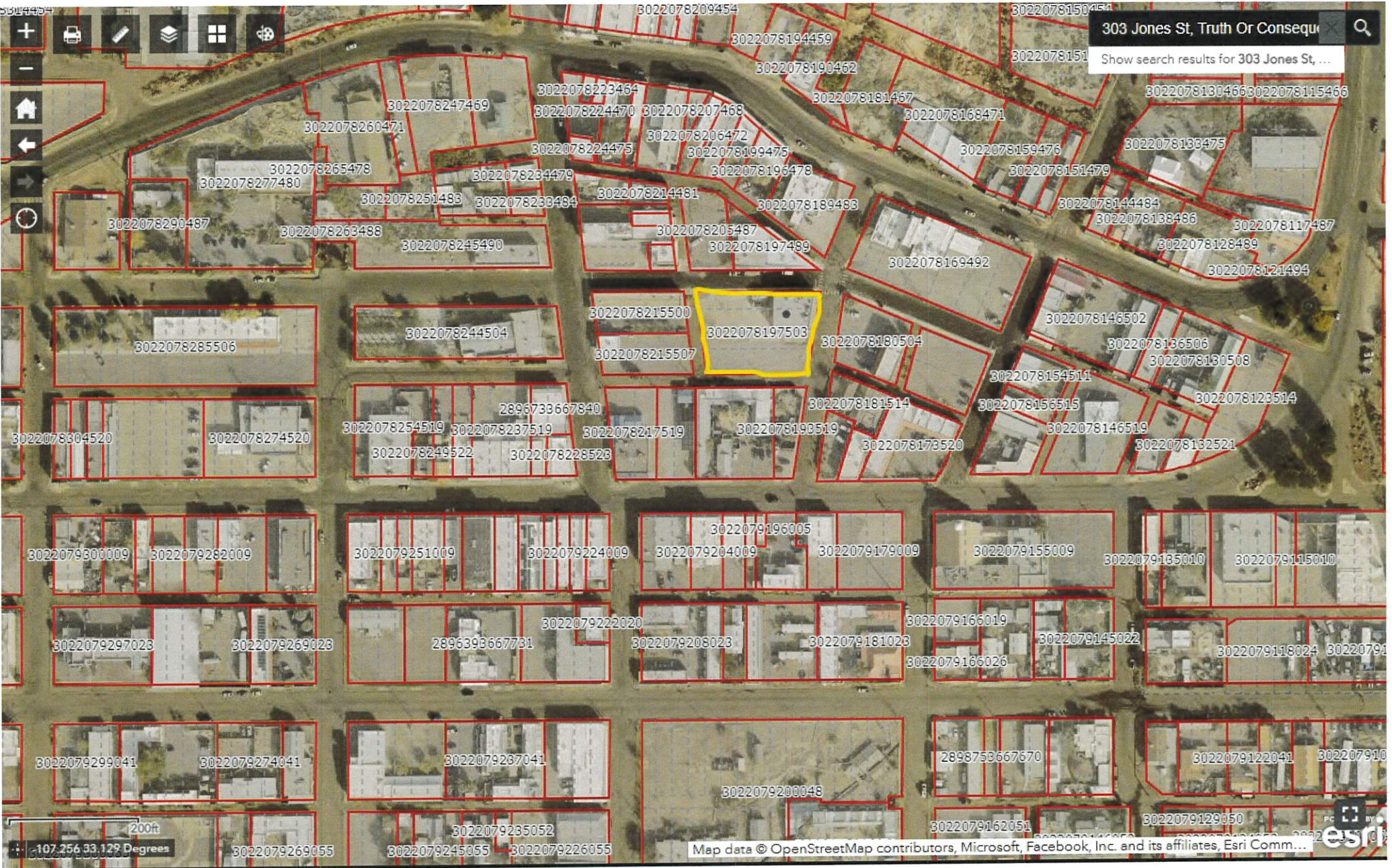
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Sec. 11-10-4. Storage Units/Shipping Containers.

The regulation of storage units/shipping containers within the city limits of the City of Truth or Consequences shall be controlled by and shall conform to the regulations prescribed in this section. A storage unit/shipping container means a unit originally or specifically designed or used to store goods or merchandise during shipping or hauling by container ships, rail, commercial trucks, or other types of transportation.

- A. Placement of storage units/shipping containers within C-1, M-1 and T-1 districts are permitted as accessory storage units as long as they are not used for dwelling purposes and with the following exceptions:
 - 1. Conditional Use Permit is required for placement of all storage units/shipping containers within the boundaries of the Metropolitan Redevelopment Area (MRA) and Historic MainStreet District Area defined in the Downtown Master Plan.
 - 2. Containers may not exceed 46 feet in length and 10 feet in height
 - 3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building
 - 4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
 - 5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
 - 6. May not encroach in the clear-sight triangle.
 - 7. Shall not create unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.
- B. Placement of storage units/shipping containers within Residential Districts is allowed as accessory storage units as long as they are not used for dwelling purposes and with the following exceptions:
 - 1. Conditional Use Permit is required for placement of all storage units/shipping containers within the following districts: R-1, R-2, R-3, R-4 and RR-1.
 - 2. Containers may not exceed 46 feet in length and 10 feet in height
 - 3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building
 - 4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
 - 5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
 - 6. May not encroach in the clear-sight triangle.
 - 7. Shall not create unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.
- C. Temporary placement of storage containers within Conditional Use Areas are allowed through written approval of the Designated Zoning Official as long as they are not used for dwelling purposes for:
 - 1. The purpose of moving household contents in to or out of a house are allowed for up to 30 days in any 12-month period and can only be on the property or driveway.

-
2. The purpose of construction projects are allowed up to 3 months in any 12-month period from the time it's put on the construction site. The designated zoning official or designee may grant an extension but only if it is determined that:
- a. The storage unit/shipping container is located on a site with an active building permit
 - b. The storage container is necessary part of the construction process
 - c. Not be allowed in public right-of-way
 - d. Construction is moving forward in a timely manner and in accordance with generally accepted industry standards.

(Ord. No. 731, § 1, 8-10-22)

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date 10-14-2025 Address 303 Jones St.

Findings of facts for recommendations and decisions.

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

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

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

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

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoeppe
Commissioner*

*Gary Whitehead
City Manager*

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Tuesday, October 14, 2025, to receive input regarding the following:

Public Hearing/Discussion/Action: Conditional Use Permit at 303 Jones St. The applicant is in the C-1, M-1 and T-1 Districts.

Sec. 11-10-4 (B) Storage Units/Shipping Containers: Placement of storage units/shipping containers within C-1, M-1 and T-1 Districts are permitted as accessory storage units, as long as they are not used for dwelling purposes, and with the following exceptions: 1. Conditional Use Permit is required for placement of all storage units/shipping containers within boundaries of the Metropolitan Redevelopment Area (MRA) and Historic MainStreet District Area defined in the Downtown Master Plan.

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

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

The agenda may be obtained on Friday, October 10, 2025 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Thursday, September 17, 2025

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
TUESDAY, OCTOBER 14, 2025**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, October 14, 2025 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy Clerk

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

a) September 8, 2025.

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

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

There were no comments from the public.

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

4. PUBLIC HEARINGS (5 Minute Rule Applies)

a) Public Hearing/Discussion/Action: Conditional Use Permit at 303 Jones St. The applicant is in the C-1, M-1 and T-1 Districts.

Vice-Chairman Buhler recused herself

Proponents:

No Proponents

Opponents:

No Opponents

Chairman Sisney opened the public hearing.

Assistant City Manager Alvarez: A brief correction - they are only in the C-1 district. The applicant is requesting a Conditional Use Permit for placement of 3 shipping containers at 303 Jones Street. Per the Municipal Code, shipping containers are allowed within the commercial district, but because they are in the downtown Main Street District, it does have to go through a special use permit prior to approval. Within your packet I have added in the sections of the code, a parcel map, references for public hearing notice, and your 7 findings of facts check list. Containers are not supposed to exceed 46 feet in length. The applicant is proposing only 20-foot in length containers. The site plan shows where they are going to be sitting. It is more than 10 feet from the main structure. It is subordinate to a main structure on that lot. All the documents have been submitted, fees have been paid, and property owners within 100 feet have been notified by certified mail. Applicant is here if you have any questions.

Alan Hansen Begg, Jones Street Thrift Store Manager: We are asking to place 3 20-foot shipping containers on the west side of the building. Currently there is a cold storage that is in the fenced-in part that is the same size as a shipping container so when we sell that we would replace it with a shipping container. The other 2 in your packet are the red and orange markers you see in your packet. We plan to paint them to match the building, and further than that, we have plans to find someone to paint murals on them.

Member Kent: Why do you need 3 shipping containers outside of a rather large retail store?

Alan Hansen Begg, Jones Street Thrift Store Manager: The donations faster than we expected. We don't have enough space, we wanted a bigger building, but we got the building that we could get. To increase our retail footprint, we had the idea of putting one that opens the long end versus the standard short end. That is the plan for the red one, it would open on the long end facing north. We have the yellow one and one of our doors is right there so then we would have an outdoor shopping area. In the morning, we would open the door on the long end of the shipping container, and we would have furniture or other large items in that container for people to shop. Basically, it gives us more shopping and storage space.

Member Kent: So, one is going to be for outdoor shopping?

Alan Hansen Begg, Jones Street Thrift Store Manager: Yes, as well as the patio, we already currently use that for shopping it works great.

Member Kent: One of these would be behind the current fenced area? Would the other 2 be out and visible from any of the cross streets?

Alan Hansen Begg, Jones Street Thrift Store Manager: Yes.

Member Hammer: My understanding was that the containers were to be for storage only. But it's going to be an extension of your retail area, is that the plan? Is that allowed in our ordinance? I know you can't live in it. But can it be an extension of a business? I didn't see anything in the code.

Assistant City Manager Alvarez: I don't think our code defines that.

Member Hammer: So, technically I can be used.

Assistant City Manager Alvarez: Correct, it doesn't say it can't.

Member Hammer: Ok, I just wanted to be clear. I like the idea that you are painting it the same color of the building. I think that is important for aesthetics. In the metal buildings part of the code, in C-1 and M-1, it says they "shall have a façade, a veneer consisting of a structural facing of brick, concrete, stone, tile, wood or lumber, plastic or other similar approved material on all sides of the structure that face a public street." Do we have a section in the shipping container ordinance for that?

Assistant City Manager Alvarez: No, I think that is one of the reasons it's one of the topics later in the agenda that you guys are going to discuss. Currently it does not require it, and we would have to go by what our current code says.

Member Hammer: Ok so it's actually not required for them to paint them the same color as the building. They are just volunteering to do that. Per the ordinance.

Assistant City Manager Alvarez: Correct.

Member Hammer: I think I asked this at another meeting, and I don't know if you guys ever got an exact answer. Is our downtown designated a historical downtown?

Assistant City Manager Alvarez: Our Main Street area is a historical district. It does have that designation.

Member Kent: Ok.

Member Hammer: Is that reflected in the code as far as planning and zoning stipulations?

Assistant City Manager Alvarez: There is a reference in the shipping container section where we say the metropolitan district. That is the area that is designated as the historical district, but throughout the rest of the code, no.

Chairman Sisney: Do you own this building?

Alan Hansen Begg, Jones Street Thrift Store Manager: Yes.

Chairman Sisney: My follow up question was going to be if you were leasing why are you getting rid of the freezer but since it's you're building it doesn't matter.

City Manager Whitehead: I have to remind you that even if he was leasing it. It wouldn't be relevant to the conversation. Why is he getting rid of that piece of equipment or not.

Member Kent: When I look at this map, I can appreciate wanting to replace an unneeded freezer with a shipping container that is essentially the same size and using it as storage. It is also behind an existing fence. I drove by and seen it. What I am struggling with is to start a precedent of putting shipping containers throughout the downtown area. You're probably not the only retail with too much inventory. Our downtown area is historic, and there should be a certain level of preservation for that. Starting to put shipping containers throughout downtown, I'm not sure that is the look we want in a historic area, especially if they are going to be visible and just sitting out there. We have had a few people come and want them in the private residence behind privacy fences in their yard. I think those have been approved in the past. That is where I'm hung up on this request, is starting to put shipping containers downtown. If you get them, then someone else is going to want them, and then we are going to have a downtown area full of shipping containers. Those are my thoughts.

Assistant City Manager Alvarez: I don't know if it would be helpful if you reviewed your findings of facts check list on the items 1 through 7 and identify anything may or may not apply. I don't know if that will help with your decision making or not.

Member Hammer: Are these photos of the actual shipping containers or are these just taken off the web for demonstration only?

Alan Hansen Begg, Jones Street Thrift Store Manager: Just demonstration, but they are from the company that I plan to buy from, so they will look like that.

Member Hammer: So, they are new, not rusty or anything like that?

Alan Hansen Begg, Jones Street Thrift Store Manager: The ones that I want won't be rusty, they will be one trip.

Member Kent: I reviewed these the other day, and number 5, it could raise a question to whether adding shipping containers could affect #5 in the 7 findings of facts. Which is "unreasonable impair established property values within the surrounding area". If it starts to look more like a storage yard in historical downtown, how does that affect the neighbors, other buildings and businesses?

Alan Hansen Begg, Jones Street Thrift Store Manager: We, I guess, would balance that against the building being vacant for maybe 6 to 7 years. Now we get about 70 sales a day. We get a lot of traffic. I hear what you're saying, I think it will be positive in the end. But I do understand what you're saying.

Member Luchini: Is there a plan to put a fence around them?

Alan Hansen Begg, Jones Street Thrift Store Manager: There is a short-term, long-term plan to put a fence around the whole property.

Member Hammer: Based on the map, these containers are kind of behind the building they're not on a front, like a major thoroughfare, which I prefer. As far as aesthetics go, it's not on Foch, Main, or Broadway. It's kind of behind your building and the fact that you might fence it in the future. Obviously whether you do or not can't sway my vote today. Just an observation that it's kind of behind a building.

Chairman Sisney: Assistant City Manager Alvarez I don't ever remember having to vote on shipping container before. Do you?

Assistant City Manager Alvarez: Yes, there have been maybe 2 that have come through for residential. This is the first one downtown. Remember, according to the code, they are allowed in the commercial district. It's only in the downtown area that they have to go through conditional use and anything within residential area. You just had one not too long ago on Coleman where the gentleman had the shipping container, and you guys' recommended approval contingent on him moving it to the back yard, which he did. There was another one, I believe it was in the R-1 or R-2 area, maybe about a year ago. We have had a couple of them come before you guys.

Member Hammer: I think this might be an opportunity for our workshop and better defining shipping containers ordinances in general. I don't think it is real well defined now. I would prefer it be written in the ordinance for future that any shipping container that is in the C-1 or the historic district be in the back of the building, not on the front porch per say. It's an opportunity for us to look at that code in the future.

Member Luchini: What kind of fence do you plan on putting?

Alan Hansen Begg, Jones Street Thrift Store Manager: Something that will be decorative and will protect the property. We are a thrift store, and we get a lot of donations, and the fence is going to help mitigate the problem of donations.

Member Kent: When people donate now, where do they leave stuff?

Alan Hansen Begg, Jones Street Thrift Store Manager: The west side of that fenced area there is a gate there and that is where we bring them in.

Member Kent: Do people leave stuff when the store is closed?

Alan Hansen Begg, Jones Street Thrift Store Manager: Yes.

Member Kent: So now, if there are more shipping containers there, it's more places for them to just pile things and leave it at night, like the place out by Outer Edge that is always piled up with things.

Alan Hansen Begg, Jones Street Thrift Store Manager: Come by anytime and check to see if it looks like that, it won't. I have cameras and when it happens, I just go down there and bring in. I don't ever want it to look like anything except good.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Conditional Use Permit at 303 Jones St. Member Hammer seconded the motion. Roll call vote was taken.

Member Luchini Yay

Member Hammer Yay

Member Kent Nay

Chairman Sisney Yay

Motion carried 3 to 1.

b) Public Hearing/Discussion/Action: Summary Plat Amendment- Alternate Summary Procedure on Property Address 412 Main Street.

Proponents:

No Proponents

Opponents:

No Opponents

Chairman Sisney opened the public hearing.

Assistant City Manager Alvarez: The applicant and property owner at 412 Main is requesting to amend their parcel into 2 tracks. The property is located in the C-1 district. No more than 2 lots are being created, and they comply with the required standards for lots. Both lots that would be created have direct unobstructed access to any existing city maintained and paved street, as well as all existing water and wastewater lines. No vacation of street, dedications, or utility easements is being proposed. All documents have been submitted, and fees have been paid. All property owners with 100 feet have been notified by certified mail. Applicant is present for any questions, and I stand for any questions as well.

Member Kent: I'm a little confused, looking at the map that is here, of what exactly is happening.

Assistant City Manager Alvarez: The easiest way to look at it is the actual parcel map. You can see it's a weird shape. If you go to the summary plat, you will see where it's labeled as track 1a and track 1b.

Member Hammer: I understand that track 1a is your business, the Wildflower Business, correct? That comes back to the proposed track b?

Kari Fasquez Owner of 412 Main: I am the owner of 412 Main, otherwise known as Wild Flower Boutique. I own the building where the retail happens, and also the lot behind that building. I'm requesting approval to separate the building and the vacant lot into 2 tracks.

Member Hammer: Track 1a backs into track b and then there is track 2 and track 3 which are other retail establishments that also back into track b. I drove by and there are doors in the back, they can access their property through there, but they would have to go through track 1b, your property, to park there if they were allowed. I don't know what kind of agreement you have and that's not relevant to the split. My question mainly is, will they continue to have some kind of egress there? Maybe you can help me because I can't read this. Does this say easement or assessment?

Kari Fasquez Owner of 412 Main: You are spot on there. There are doors to other properties owned by other individuals back there. What you are trying to see in that minuscule font is a walkway easement. There is a permanent 12-foot walkway easement from the buildings into the lot. You will see the stairs, a ramp, and a deck. All of that is a walkway easement for all 3 properties.

Member Hammer: What you are proposing is that easement would then be a part of track 1a or track 1b?

Kari Fasquez Owner of 412 Main: Part of the vacant lot. I believe it's track b.

Member Hammer: So that easement, on the deed, would be a part of 1b?

Kari Fasquez Owner of 412 Main: That is the intention.

Member Hammer: And not part of 1a?

Kari Fasquez Owner of 412 Main: Correct.

City Manager Whitehead: I disagree, I think the walkway continues as part of track 1a.

Kari Fasquez Owner of 412 Main: Apologies for that, I don't have the paper in front of me. Thank you, City Manager Whitehead.

Vice Chairman Buhler: I noticed that you're building a structure back there on 1b. Is that correct?

Kari Fasquez Owner of 412 Main: Yes, I am.

Vice Chairman Buhler: It's a metal structure?

Kari Fasquez Owner of 412 Main: It will be a patio with pavers.

Vice Chairman Buhler: Do you have a permit for that?

Kari Fasquez Owner of 412 Main: Yes, we do.

Vice Chairman Buhler: From the city?

Kari Fasquez Owner of 412 Main: From the state.

Assistant City Manager Alvarez: They've also submitted stuff through Planning & Zoning for all development on that property line as well.

Vice Chairman Buhler: Thank you.

Member Hammer: And is that patio going to be public access or private?

Kari Fasquez Owner of 412 Main: I am sorting that out, I don't have it all sorted out yet, but some sort of community event space. We're hoping for some flexibility there to possibly allow a food truck in there, putting patio seating in there, definitely high priority in beautifying that lot. Taking a vacant lot and making it fit in well with the Foch Street project that's coming next month. All the timing is just working out beautifully, that we have this Foch Street beautification happening, and just wanted the lot to meld in with all of that new beauty coming to that area, rather than just being an empty plot.

Member Kent: So, you are planning to develop it to some degree and you're not just doing this to sell it? At least at the moment.

Kari Fasquez Owner of 412 Main: At the moment, I do not have plans to sell.

City Manager Whitehead: The future disposition is not relevant to the conversation. Whether she chooses to divide and sell it is irrelevant.

Vice Chairman Buhler: How have you incorporated your drainage into this project?

Kari Fasquez Owner of 412 Main: That's a good question.

City Manager Whitehead: The permit is not in question here, what she's asking for is whether or not you approve the subdivision of this by our code, that's all she's asking for. She doesn't have to get any further permission than what she did through the current Planning & Zoning code. So those questions would have been asked by our engineer and by staff.

Vice Chairman Buhler: And they have been asked?

City Manager Whitehead: If she has a permit, it would have been approved by us, it would have been formally sent on so that she could then apply. The state of New Mexico requires, on their applications for a building permit, a signature from the Planning & Zoning of the jurisdiction in which the permit comes from. In order to get that, they would have had to go through us. Again, as Traci has pointed out to you, she's in compliance with her building project, but the

building project is not subject to this change of application here. If you could, just stay within the context of discussing and looking at the 7 findings of facts, as it related to the subdivision code of it. Thank you.

Member Kent: I don't have any other questions.

Chairman Sisney: Does anyone have any more questions?

All Commission Members: No.

Chairman Sisney: I will make a motion –

Vice Chairman Buhler: Does the public have any questions?

Chairman Sisney: Does the public have any questions?

Deputy Clerk Martinez: It would be if we have any proponents or opponents for the public hearing.

Chairman Sisney: Do we have any proponents or opponents for the public hearing?

Assistant City Manager Alvarez: Did anyone sign up?

Deputy Clerk Martinez: No.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Conditional Use Permit at 303 Jones St. Member Kent seconded the motion. Roll call vote was taken. Motion carried unanimously.

5. WORKSHOP:

a. Variance, Conditional Use Permit and Special Use Permit

Chairman Sisney: I want to ask a question of Ms. Alvarez. When are we able to put conditions on the stuff that comes before us? I would like to be able to make a recommendation to approve with conditions in many cases. We tried to ask some questions earlier, so it's going to be hard to put conditions on it, but I'd like to know when I can put conditions on an approval of a Variance request.

Assistant City Manager Alvarez: I think at the last shipping container that came before you guys, you did put a condition on your recommendation, and that went to our City Commission, and they honored your recommendation. That recommendation was that you would recommend approval of that shipping container, but only if it was moved to the rear yard, even though our code didn't mandate it had to be. I think that there are situations where you can make that recommendation as long as it's within your 7 findings of facts to do so.

City Manager Whitehead: If I could just add, we think a problem with the code is that it really doesn't define the difference between Conditional Use Permits, Special Use Permits, and Variance Requests. It would seem that as we clean up the code, this is the area we really need to look at. In this particular case, let's use this as an example, if it's going to be a Conditional Use Permit, that means that there should be some conditions on being able to do it, which would say, "You have to paint it." or "It has to match the aesthetics." Or "It has to have something to make it work." Some conditions that follow the 7 findings of facts. Part 2 of that is, does that condition go with the property or does it go with the owner? So you would say, in this particular case, if they decided to sell the property, well then the shipping containers, in this case, as the Conditional Use Permit, might then have to be removed or reapplied for, someone would have to come in to say, "We're going to buy it, we're going to keep it a secondhand store. We really like it, so we've got to continue that condition." So, I think as we think about them, first of all, Traci is correct, you are able to do that, but then it's, what does that mean? Moreso, what is a Special Use?

Member Kent: I emailed Chris and Gary, I probably should have emailed Traci or Katy, but I was reading the comprehensive plan from 2014, and in there, there's a section about Planning & Zoning where it specifically says that this board does have the power to make decisions under certain things, and currently we send everything to the City Commission. In there, it did say that currently we don't have a board, so the Commission is filling in, but actually we do have a board, so I think we need to understand what that statement means and make sure the right people have the right roles. That was just an interesting thing I found.

City Manager Whitehead: I do apologize, I saw the email, I read it, and I meant to go back to Traci and take a look at it. The comprehensive plan would have been taken at that time, that engineering firm would have looked at all the documents and read that from somewhere, so I would be curious. But the comp plan doesn't set the rules, the rules are the rules. But if the zoning rules said something different than what they say now, we would need to review that.

Member Kent: Anyways, since we're kind of on that topic, that was just another point that I thought I would add.

Member Hammer: And it's published on the website, so it's public. That's what, I'm assuming, we should be steering towards, if we do have an overall plan. When we make these decisions, we should be aiming to go for the larger picture if it's already been established. Because you're right, all of our decisions – Conditional, Variances, Special Use Permits, should be dictated by our 7 findings of facts, but also what the overall municipal plan or urban plan is.

Vice Chairman Buhler: Well and they should be by code also.

Member hammer: Yeah, of course.

Assistant City Manager Alvarez: I think that's why these workshops are really important, because sometimes our plans and our codes don't match, as you see. So, you reference a plan that was done in 2014, but a good reference is on the code that I provided you for the storage containers. If you go to the very back page, and on the very bottom, it references an ordinance. This ordinance was put in place August 10th of 2022. So what might have been in the code in 2014 - which this particular section wasn't - it might have been changed by an ordinance, but when the approval, process, and public hearing of changing the ordinance was done, it maybe wasn't cross-referenced in the plan, so what is in the plan isn't law, per se, what is in the ordinance is. That's the disconnect between our plans and our ordinances.

Member Hammer: Does the city have a plan to update the plan? Because it does need to keep evolving with our ordinances so that they do match.

Assistant City Manager Alvarez: We are in process on the comp plan right now, we have a comp plan steering committee. Member Kent can attest to that. She actually sits on the steering committee.

Member Hammer: Like compensation plan?

Assistant City Manager Alvarez: Comprehensive plan, sorry. And that's just an update that's in the process now, and that will be coming once we get a draft ready. That'll be something that'll be presented out, we'll have the process of getting that out to the public, and then you guys and the City Commission. Depending on our timeframe, it may be an all-in-one shot that's taking a little bit longer to go through the update process.

Member Hammer: Is there a specific area in the comprehensive plan for Planning & Zoning? Is that like a section? There was in the old one, I did read that also, but is there a new one?

City Manager Whitehead: A comprehensive plan is a very broad scope or painting of what the community should be looking like. They're intended to be updated every 5 years. Unfortunately, most of the value of a comp plan has been checking a box when you apply for a grant. If you go to some... I don't even know where I would pick one to be fair, but they would say, "Does the city have an active comprehensive plan?" And we would say, "Check." And you move on. So, in fairness to them, they've really not been used probably as they should have been, which is to say, this is a road map of where we want to go in the next 5 years, and then you review it. So, it does have references to the code, where it might say, "The city needs to do more housing. They should look for more development. They should look for ways, and they might want to review their Planning & Zoning documents to make sure it's consistent with development." That's what a comp plan would say. It would then be our obligation to read the comp plan and say, "We'd better go read the Planning & Zoning and make sure it's consistent with our housing plan." And those kinds of things. But the comp plan is not going to go take our Planning & Zoning code, break it down in its entirety, and say, "We recommend that you make these changes." Or "We should". It's going to say, you have to have a good Planning & Zoning code if you want good housing and you want good economic development. All of those are consistent with a good Planning & Zoning code.

Vice Chairman Buhler: I have a question, we use the IRC, the International Residential Code, do we use that here? It's a code that's established for New Mexico.

City Manager Whitehead: I would say yes, but as it relates to building codes, the city's currently not responsible for it, we don't have a building inspector. What would happen is, somebody would come in, like what's happened here, make all the applications, and if everything is within the code, then Traci would sign off. Planning & Zoning would say, "Everything that they're asking to do is acceptable." And then that goes onto the state for their building, and that's how they would then assess and look at their building plans based on the international building code, or the state building code. The state of New Mexico could use any form that they want. It would be hard for us because we're not, and I certainly would defend Traci in saying that she's really not looking, in most cases, she has an engineering firm which we have on staff, that she sends those off to, to have them review and make sure they are compliant. So, she's not even really making the decision whether or not the applicant is compliant, she's having a third-party review that.

Vice Chairman Buhler: That's good.

Member Kent: I'll be honest, I'm not sure I completely understand the difference between a Conditional Use and a Special Use.

City Manager Whitehead: I will be honest too, I think I agree with you.

Assistant City Manager Alvarez: One of the biggest differences between Conditional Use and Special Use is that Conditional Use is subject to an annual review. Conditional Use also does not transfer to new owners, and that is stated within the code, Section E.

Vice Chairman Buhler: Does that mean also that if someone became really non-compliant, you could pull it and make them take it out of there? Say, if it were a container or something like that.

Assistant City Manager Alvarez: That's why they're scheduled for an annual review, then it could –

Vice Chairman Buhler: If it were to become a problem.

Assistant City Manager Alvarez: Yeah.

Vice Chairman Buhler: That's good.

Assistant City Manager Alvarez: And there are provisions for Conditional Use. There are some in the section of the code I submitted to you, section A, so that's where you'd maybe look at wanting to add additional conditions in there, these are very broad conditions, but it does have some conditions for Conditional Use. It's the same, like with the shipping containers, it specifies certain conditions that must be met in order to get that Conditional Use as well. So, there's a little bit of breakdown, it's just very broad.

Chairman Sisney: I'd like to ask a question to either of you. Would we be able to turn a Variance Request into a Conditional Use Permit in here? Or is that already predetermined?

Assistant City Manager Alvarez: Well by our code right now, I think it's predetermined. Especially a Variance, a Variance is much more identifiable than Conditional Use versus Special Use.

Chairman Sisney: Well, let's say for instance, somebody wants to bring in an old mobile home. My question is, we don't get to see the mobile home before we approve it, so could we make it conditional so that if it's a year down the road and it is not bueno, can we make it a conditional in that type of situation?

City Manager Whitehead: Let me try to answer it in the spirit of having a conversation. It would seem that when you look at the Variance, it's founded on 4-5 set principles; it has to be a hardship, it has to meet certain criteria. When I discussed it with Jay, again I will disclose, I went through a Variance to ask about a particular issue, so you've got those findings. Jay's interpretation of the law is that our code is written so that the Planning & Zoning Commission and the City Commission have the ability to make a decision on anything that's in the code that somebody feels is a hardship. I think, as we go forward and we think about Variances, we need to kind of decide that. Does the Commission want to make sure that at any time somebody wants to change something, that it gets a good hearing and you either like it or you don't. It's okay for the board to all vote no if you think it's a bad decision or doesn't fit. Or does the code have to be as restrictive? Let's take that particular issue, do we really want to say, "You can't bring something into the city that is beyond that old building code." I always heard that 1977 was the year manufactured homes kind of began to get some standards, and built with copper wires instead of aluminum, the insulation is now of a good R-value, you know, there's probably a standard where that line got crossed where you would say, "You know what, it's probably as good as a site-built home." So do we want that to be the line in the sand, and it's a hard no, where Traci would say, "There's nothing we can do, it's a hard no." so as we think about those conditions, we have to decide how the code and how the city wants to deal with everything. Is it black and white or is there some flexibility? I hope that my answer makes sense.

Chairman Sisney: Well, it was a good answer.

City Manager Whitehead: Just a thought.

Chairman Sisney: But going back to my question, could we make something like that conditional? That it has to be approved. And if we approve it like 5 years in a row, I think at that point you could probably say, "Yeah, no one's going to complain about this, it turned out well." Because what I'm thinking is, I kind of feel like, processing like a dad, the answer's always no. You ask your dad something, he always tells you no, and then you work on him a little bit, and he says yes, okay. But that gives you opportunities to get conditions in there, because you know, most of the stuff that comes in here, my first thought is that I'd like to vote no, but I know that people want it done, and if it was up to me, I'd say no, but it's not up to me. I'd like to be able to put some conditions on some of these things, that way it's easier for me to say yes.

City Manager Whitehead: I would just say, again, back to the points I was making, first of all, we would have to determine what's permanent and what's moveable, because that's going to tell

you what level that is. I'll use mine as an example, it's done, it's set in stone, and in my particular case, it could still be taken away, because you could still ask and I could add in that area. But if someone brought that manufactured home in, it was beyond the code, and we gave them a variance, we couldn't go back to them next year and say, "You know, we've decided you violated this and now we want you to move it." that creates the hardship. Which opposes the shipping containers, where we would say, "This is the condition and you have to meet it." so I think it's about us thinking though each of the conditions that might create one of those, and decide where it falls, if it is a Conditional Use or a true Variance.

Vice Chairman Buhler: Or you could say temporary or permanent, in a way.

b. Shipping Container/Conex

Vice Chairman Buhler: I prepared a sheet for the containers. I didn't get it on the agenda, I apologize for that, because I was not well. I have a copy for everybody, and we could put it in as part of the minutes for the next meeting.

Assistant City Manager Alvarez: I think shipping containers are on the agenda. You can discuss your sheet.

City Manager Whitehead: The idea is to workshop the shipping containers because we've had 2 looks at them over the last 2 meetings, where you guys were able to make that 1 decision, and then this one.

Vice Chairman Buhler: I will probably read it out loud really quick. The 2025 Conex Containers Rental, Commercial. Number 1 – temporary or permanent. So, the permit would be required for all containers, also there could be foundation requirements. Everything that I've read said that you shouldn't set them on the dirt, they should be stabilized. Utility connection must meet code and may require an additional permit. That's if people want to put electric in them for lighting and things like that. Conex container color approved by city or mono in color. Responsibility of owner to keep graffiti off. So that means if somebody marks up the container, you have to restore it back to how it was before, you can't just leave it all graffitied up. I've read lots of things about that, and it happens. People like to markup containers, they're like trains.

Member Luchini: Containers and garages.

Vice Chairman Buhler: And then also, some communities are restricting them from residential use. You know, I think that's important, because people can get carried away with these boxes and they're ugly, and they don't really belong in residential areas in my opinion. At the very end here, HOA deed restrictions may also restrict them. That's a point that needs to be, you know in a subdivision, most of them have HOA's.

Assistant City Manager Alvarez: Municipalities don't fall under HOA's, we aren't governed by HOA's.

Vice Chairman Buhler: Do we have any here in town in any of the subdivisions?

Assistant City Manager Alvarez: I've heard we have, but I have no record of them. In reaching out to the New Mexico Municipal League, outsourced municipalities don't follow those. We aren't governed by HOA's.

Vice Chairman Buhler: Say you had an HOA, you would have a convenance, and you would have deed restrictions within the convenance of what you can and can't do. So, you know, it's a factor that needs to be given some thought.

Member Kent: Yeah, but the HOA would have to comply with whatever the city allows, and then they could possibly restrict more. But they couldn't restrict less.

Vice Chairman Buhler: Well, if they had it within their bylaws.

Member Kent: No, they'd still have to comply with what the city allows to happen in residential neighborhoods or wherever.

Member Hammer: City code supersedes.

Vice Chairman Buhler: And then lastly, I had the IRC adopted by New Mexico should also possibly be consulted. That's it, those are my notes on that.

Assistant City Manager Alvarez: I know the international building code and those items are referenced within our code. I'm not sure the IRC is.

Vice Chairman Buhler: Yeah, you have to pay for it. It's not a free service, but it is a good service. We don't have a building inspector, which I personally think we need because we're going through a lot of growth, and a lot of things are going on, and you have to go to Las Cruces for anything that you get.

Assistant City Manager Alvarez: So again, just for clarification, I agree with you. It would be nice to have a building inspector, but in 2018, the state changed the law, and if municipalities want to have a building inspector, we need a building inspector that is certified in all portions. They have to be HVAC, plumbing, electrical, a general contractor, which there are not many building inspectors that are certified in all items, and the city's not going to be able to afford – we have new city management, so he may go a different direction, but finding somebody that we can employ to do building inspection, it's just not been within our general fund allowance, we have not had the funding to be able to pay somebody that's that certified, that's here in town. We might be able to look at going out for contractor in the future, maybe finding somebody and contracting that out, but I know that comes up a lot and I keep trying to explain, the reason we don't have one is because in the past, we've not had the funding within the general fund to pay a building inspector that the state allows at the pay rate that they would want. I don't know how to say that better.

Vice Chairman Buhler: How much would that cost?

Assistant City Manager Alvarez: Gosh I wouldn't even be able to guess, Robbie was our last one in 2018, and I'd have to go back and look at the records, and he was only a general contractor, it's the reason he retired. Because as soon as the state made that rule, he said, "I'm out. I am not getting certified in everything." And we did reach out in 2020 and then again in 2021 or

2022 to the county, Elephant Butte, and the Village of Williamsburg, because they're all under the same thing, they only do zoning approval, they don't have a building inspector. The county doesn't even do zoning approval anymore, they just refer it up to the state to see if they would potentially be interested in all of us banding together to maybe hire somebody within there, and nobody wants to. We've got other priorities, we've got water running down the street, is that a priority versus putting money towards hiring a building inspector, you know, it's just a tough one. And we can't hire laborers lately, I don't know if we could hire an inspector.

City Manager Whitehead: In fairness to that conversation, I might approach it a little bit differently, I just haven't had anybody really tell me what a building inspector would do to change the game for us. I think if we're really looking at that, it would need to get to a level where there was significant value, and I just don't see that yet, I don't see 20 houses going up, I don't see subdivisions coming on board, and those kinds of things. We're really processing small stuff here, and the state seems to be keeping up with the contractors. As it relates to a salary, I think you would be primed to say to someone with the caliber of Andy, who has, potentially pretty close to that skillset, what would it be worth for him to say, "I don't want to be a private contractor anymore, I want to go be a public building inspector."

Vice Chairman Buhler: I'm going to talk to him about it.

City Manager Whitehead: You could, it would be interesting, because I would think he would say in 2 veins: they can't pay me enough, and I wouldn't want to deal with that headache, because I have a feeling it's not a simple space to jump into. I don't think having a building inspector is as important as making sure, first, that where we're going now, is that our codes allow us to at least make some more reasonable decent decisions going forward, if that makes any sense. Going up the list, I agree with the group, the city is never going to be the keeper of an HOA or a covenant. We're going to avoid that like the plague, if you will, because we would want that developer to say, "These are the rules to live in my subdivision, and if the owners are going to violate those rules, that's a civil matter, it's between the 2 parties, not between the city." And I know that coming from the county, that was always our biggest concern, is that people would do a subdivision, the county would approve that subdivision, and 20 years later, people are violating the covenant, and then they want the county to take those people to court, and it's really more of a civil issue, so that would be a tough one for us.

Member Luchini: So obviously we don't need it.

City Manager Whitehead: Need what?

Member Luchini: The building inspector. The state doesn't require cities to have a building inspector?

City Manager Whitehead: No, there's no requirement. There's an allowance, but there's no requirement.

Assistant City manager Alvarez: I work really closely with the state, building inspectors, and contractors. If somebody comes in wanting to do a build and they go to the state to get their building permit, the state shoots them back to me and they can't get their building permit

without zoning approval. I either do an email letter, because a lot of people submit electronically now, back in the day it was a lot of signatures on their application forms, I still do those as well. Once somebody comes to me, they get zoning approval, and from there, my request is always that they give me a copy of their building permit. Unfortunately, once they've gone through me and they've got their building permit, they're hitting building and they're not necessarily getting me a copy, but that's no problem because you can go online to the state website and you can pull it up by address, so I can see that they've got their state permit. Those are things I follow up on, and occasionally there are people out there that skirt all of that. They give me a phone call, I can reach out to them, stop their work, so they can submit their stuff, and at the same time, I also reach out and notify CID as well to make sure they're aware somebody is doing a build, because that's a concern as well.

Member Hammer: I spoke with the deputy assessor last week on an unrelated topic, and I asked her about permitting. She said that when they go to assess every year, they go to every property every year and if they see something they will check the state records and then raise the issue with Traci as well. So, there's some kind of feedback loop.

Assistant City Manager Alvarez: I work really close with Mike and Keith from the county, yes.

Vice Chairman Buhler: I will say one other thing. Deming does not allow any Conex boxes in their residential area.

Assistant City Manager Alvarez: And that's why we're having this discussion, you guys can make determinations to make those changes, or recommend those changes. Of course, it will go through the public hearing process, and the City Commission process.

Member Hammer: I'd like to add to my position paper, because I think some good conversations came up today. With respect to curb appeal, I think it's really important not to contaminate residential districts with a shipping container right next to the house, so I feel like one of my positions would be that it needs to be in the backyard. There should be a fence or some kind of aesthetic veneer or outside to have it blend in with the main structure of the house. Lisa, you brought up something today, I understand why you voted no on the shipping container because I do think we need to preserve a historic district and the look and feel of a historic district, and not have it look like a commercial zone. I do think that's important, and we want to keep the quaintness of our town and style, and it can start looking like a shipping yard after a while. I would personally recommend, if we're stating this on record, that maybe we don't approve for the main street historic district area, shipping containers. Unless they were behind a big fence or they had the veneer that looked exactly like the main structure, something like that. I just wanted to add to my position paper there.

Assistant City Manager Alvarez: If I could explain to you a little bit how storage units and shipping containers ended up – you have to remember, we went through COVID, so a lot of people were out of work, a lot of people started doing work from home and started their own businesses. Building materials went sky-high, and all of the sudden, through the Planning & Zoning section, we had a lot of people contacting us about using an building them as houses, using them as dwelling units, putting them as storage, because now they were opening home

businesses, and our code had absolutely nothing. So we did some research on what we found at the time, our chief of police that we had at the time, who was overseeing a lot of code enforcement and working very closely with code enforcement – because it was kind of new, it had just been put back over to the police department – he did a lot of research as well, and the shipping container ordinance was one that's new, it was added in 2022, we had nothing prior to 2022. It was kind of a first-time shot at it, now that we have it in there and things are coming up, maybe it is time to take a look and say, "Okay these circumstances aren't happening as much now, so now we need to revise."

Member Hammer: I have a question about the code. We're still not recommending or approving shipping containers as residential homes, is that correct?

Assistant City Manager Alvarez: Correct, it still says they cannot be used as a dwelling unit.

Member Hammer: Because it says here, "As long as they are not used for dwelling purposes, and with the following exceptions" oh *and* with the following exceptions, I didn't see the *and* before, never mind, sorry. I was looking at B on Section 11-10-4.

Member Kent: I did not submit a position paper, I'm sorry, I did not get one done. But I do, to the most degree, agree with everything people are saying. I'd like to say, in terms of the residential, I personally, I don't love the idea of them being there. However, I think, depending on the size of the lot, probably 1? I guess it depends on the size of the lot, a smaller lot, maybe 1 20-foot one. If you've got a larger lot, maybe it's 1 40-foot, I don't even know what that looks like. But I think it's important that it be behind privacy fences, so that your neighbors aren't like, "Oh great there's a shipping container when I sit out on my patio and try to have dinner." Because they're not the prettiest things, I don't care, you can paint them all you want, but they're very industrial-looking, it's not necessarily the look and feel that people want when they're living in a nice residential area with pretty homes. That's my opinion on that. I'm going to stand strong on, I don't really think the historic downtown is a place for shipping containers. I don't even know, and again, I don't know that many residential areas are, but if they were hidden behind privacy fences and limited on the number and length based on lot, maybe. Because I understand that people do want them as an office. You could go buy a Tuff Shed at Home Depot and use it as an office, and nobody would say anything. Or you go get a shipping container to use as your home office, and all of a sudden you've got to go through a lot of red tape. I understand there are perfectly good uses for them, so yeah.

City Manager Whitehead: The value of shipping containers, and you have to consider where we're at too, is affordability. Keeping it in context, I think that everything should be done, even when we talk about the animal side of the kennel, is done by additional dwelling units and square footage. What does the code say? So, if I can use 20% of my available space based on the size, that would dictate what I could put. Then you would say, those that have to be in the backyard, they have to be behind a fence, and they have to be there. So then, is a shipping container okay? I would say, when it comes down to affordability, yeah, because it helps somebody to meet the requirement, it keeps stuff out of the weather, so that feels good to me from a storage room standpoint. I could either build a storeroom, I could buy a Tuff Shed, or I could buy a Conex box. Either one of those are the right size, they're fit to my property, and

they're in that. But then you bring up the next question, which is, what do we do for an additional living space? Where someone is going to make it a casita. Do we want to go down that path? Those are the questions. Third, when I think about these downtown, I think that there is some value to that. I think, certainly here today, using it as a retail space, that got my attention because I certainly wouldn't want anyone to come in and say, "Hey I got 2 40-footers, I'm going to put them downtown." Because I think they would need ADA access, they would need heating and cooling, there would be some requirements, and I don't know if the fire chief would say yes, because the building has to be inspected before it can have occupancy. It wasn't a condition, it wasn't relevant in this conversation, but I think as we go forward, we have to make sure that we don't let these become more than we want, but I would be remiss to not remind us that we have an affordability factor here across our community that we must keep in front of us. That's just an opinion here, it's not a demand, it's just me advocating for someone that says, "I can buy a shipping container for \$1,200 from a guy in Deming." Because they won't let him have it, so do we want to allow that under good conditions?

Member Kent: They were never designed to be lived in. There's a lot you'd have to do, you'd have to do all kinds of insulation, they have no windows, they're not wide enough, I mean, they're not really meant to be lived in. Putting a small office, a workshop, storage, things like that are more reasonable. As far as downtown, there are cities that have shipping container areas, they've taken an old block and they've rebuilt them and it's these funky shipping container things that they stack and build off of, but that would be a whole separate project. That's not a one-off, like, "There's an empty lot next to Suzy and I got my hands on it, and I'm going to go plop a shipping container on there and I'm going to open the front of it and sell something." No. But maybe if someone had some land off somewhere, and they said, "I want to do this project." That would be a Special Use Permit, then maybe you talk about that. But you can't just go start plopping them down in empty vacant lots and putting lighting in them and saying, "Okay, look at me I've got a storefront." And/or I don't even think you should use them as a storage.

City manager Whitehead: And just to add to that, either we are or we're not all aware of the brewery in Albuquerque that is shipping containers on San Mateo.

Member Kent: There are a couple of those food courts, the Green Toucan and Green Genes or something, I can't remember.

City Manager Whitehead: At the end of the day, if you go look at them, they are built to a high-standard with proper construction code. So, they're really just an aesthetic. But they didn't just take it and put it down there and, like you say, put an extension cord with some lights, and a couple tables and say, "Now we're a brewery." I would ask you to open your minds to think that if it's done correctly, they may be relevant, but we can't allow them to become a shortcut to get a home. It goes against manufactured housing, and all those standards. They can't be a shortcut.

Vice Chairman Buhler: Well, you would have to have a permit from the state or something like that.

City Manager Whitehead: Exactly, yeah.

Member Kent: And even if it was going to be a project downtown, like a brewery, we have one so we don't need that, but anyways, that would be a whole project. They're going to come in and say, "We need a Variance, we want to do this project." So, I don't think we should have anything written in our code that says, "Go ahead and stack up a bunch of shipping containers and put in a business." But not to say there couldn't be an exception to that rule someday if somebody approached with the concept of a development project.

City Manager Whitehead: Right. Would we write into the code something that's open to say that we're willing to look at alternative building structures, provided they meet all the standards.

Member Kent: In the commercial district, not residential.

City Manager Whitehead: Okay.

Assistant City Manager Alvarez: One of the things I'm going to send out to you guys is article 10 in our municipal code, it's just for accessory building, so it's separate from the shipping containers. This is probably where one section of our code doesn't talk well with the other. In this particular section, the very first part, 11-10-1 defines an accessory building as, "A subordinate building, the use of which is incidental to and located on the same lot with the principle building. An accessory building shall not exceed one-fourth ($\frac{1}{4}$) of the use or area of the main business or building." Then it goes on to talk about a temporary accessory building size, and a permanent accessory building. This is a section of the code that I refer to when someone comes in to put a storage unit, building one, or bringing in one of those pre-fab ones. We look at this section of the code for the requirements they have to follow, whether it's a temporary or permanent structure. So maybe this is something that needs to also kind of incorporate within the shipping container area.

Member Hammer: Very good point.

City Manager Whitehead: You would want to say, if Alan was here I would say the same, in this particular case, how much square footage do you have inside your building and the lot? This is how much square footage you could have with an outside accessory building. That's the first thing that this says, that's the square footage you have available to you. Then it becomes, what are the conditions we want to add to that particular thing, which would lean into the chairs idea, which is to say, "These could be allowed, they're done, but they can come with a set of conditions" either you say that they can't be downtown or not, and that opens up another box, do we potentially make a historic district? I think it's referred to in the code, but I don't see anywhere where it was a set thing. Take Riverside, it was done R-R and it opens the door, it clearly defines that in this area, we're going to give different restrictions to, we want bigger lots, we want you to have animals, etc., because of the conditions that existed when that development was done, but I think the historical downtown doesn't really have that. Which, I was kind of surprised when I finally got in to look, to see that nobody ever thought about saying, "All of this area is the hot water district and it should have some additional

requirements to it." I don't know what they would be, but I'm just saying, I think it's odd that we don't have that.

Member Kent: I would agree with you.

Chairman Sisney: Again, I'm having remorse about 1 of our approvals. They want to be able to let people go into that Conex, which we just approved. I think we should have put something on there saying they can't, because I'm sure that you're not allowed to have a retail space without electricity and fire extinguishers, and all that stuff.

Vice Chairman Buhler: And handicapped accessible, when permitting, I mean some of our older buildings in town are not handicap accessible.

Chairman Sisney: Well, they're grandfathered in. You don't have to do that until you build.

Assistant City Manager Alvarez: So again, that falls out of the realm of zoning approval. The city does not review for ADA accessibility, structural integrity, electrical, plumbing, we don't do any of that in zoning, that is all at the state level.

Vice Chairman Buhler: If they go to the state. And we have cases here in town where people are just –

Assistant City Manager Alvarez: And there again, Vice Chairman Buhler, I told you, if you know of places, please notify me, because I do have people that reach out to me and they say, "Hey, my neighbor is doing something, I don't think they've got a permit. They don't have anything." And I am on top of it, I will review my zoning stuff, and if they've done the zoning approval, I will ensure that I go through and make sure that they have the permit. If they don't have a permit, and they're not listed, I reach out to the state.

Vice Chairman Buhler: What about the house on Riverside that's next door to... I don't want to mention the name...

Assistant City Manager Alvarez: There again, you can reach out to me –

Vice Chairman Buhler: I turned it into you.

Assistant City Manager Alvarez: Off the top of my head –

Vice Chairman Buhler: It's right there at Magnolia.

Assistant City Manager Alvarez: You can ask the city manger, we have so many people coming in for Planning & Zoning, I can't even begin to keep track off the top of my head. If you wanted to reach out to me directly and give me an address, I'd be happy to go through my stuff, for sure.

Vice Chairman Buhler: Well, it's right there at Magnolia and Riverside.

Assistant City Manager Alvarez: Okay.

Vice Chairman Buhler: It appears to be like a Tuff Shed. They have an air conditioner in the window.

City Manager Whitehead: We'll take a look.

Assistant City Manager Alvarez: I think that's one you talked to me about before and I followed up on.

Vice Chairman Buhler: Yep.

Chairman Sisney: What's our next topic? Let's move onto ADA/Tiny Homes.

Member Hammer: So, I got a little overzealous with my position paper.

Chairman Sisney: That wasn't on the list.

Member Hammer: I know, so Katy and Traci came back to me and said, "We're not going to be discussing those, only the workshop items that are on our agenda."

Chairman Sisney: So then should we make recommendations for our next workshop, the items that will be on the next workshop.

Member Hammer: If we have time.

Chairman Sisney: Wait, we've got to do.

Member Hammer: Kennel Permit

c. Kennel Permit

Member Hammer: My major concern with the dog kennel ordinance right now, and I put this on here on my position paper, we've got to have better setbacks for dog kennels. In a residential area, or commercial, you've just got to have some space between you and the next property, period. Whether it's 200 feet, 400 feet, I did some research on what other municipalities are doing, and this was kind of the average of what I saw, "Must be at least 200 feet from a lot line of any property zoned or used for residential purposes. If sound-proofed, setback may be reduced to 100 feet. Also, a minimum of 40 feet from rear property line." This is just an example.

Chairman Sisney: Well, that would pretty much take care of everything in town, which is fine with me, I don't think they belong in town.

Member Hammer: Yeah, I agree.

Chairman Sisney: In any form or fashion. If I had to live next to more than 1 dog, it would drive me insane. That's my position.

Member Hammer: So that brings up another point, and I don't have that on my position paper, but should we somehow limit a number of them per mile radius, or half mile radius? I don't know if we can do that legally. Because I think people are trying to find a way to make money, and that might be appealing to them. "Hey, my neighbor's doing a kennel, I'm going to run a kennel too." So then everybody has a kennel in a certain neighborhood, and I just don't think that's right. But we don't have an ordinance or code to prevent that from happening. Anyway, just something to think about.

Assistant City Manager Alvarez: Most of the kennel permits, I think with the exception of 1, that we've seen come through Planning & Zoning aren't money-makers, they're people that have too many pets outside of what's allowed by the code, so they're required to get a kennel permit through our code, because they have more.

Member Hammer: Regardless of the money issue, I think there still needs to be some restrictions.

Chairman Sisney: That's a fair point actually. So, what are the chances that we could write our code to say that we don't allow kennels in residential areas? Or at least not in R-1 where people are living next to each other.

Member Kent: Even in R-3 where they're living even closer to each other.

Chairman Sisney: I just don't think it's appropriate to have.

Member Kent: I mean I have dogs on every corner by me, and I feel like I live in a kennel section.

Chairman Sisney: I couldn't imagine, I mean, I'm so blessed, I hope things don't change where I live, because I'm telling you.

Vice Chairman Buhler: What if it's cats? We have one lady.

Chairman Sisney: You don't hear a cat.

Vice Chairman Buhler: Well, that's what I'm saying, people have them in their homes for the most part. We've had people come here and the one lady was very good. She had a.

Assistant City Manager Alvarez: Habitat.

Vice Chairman Buhler: Yes! People came and spoke for her, how good she was with her animals. Then you have the other thing, where people won't tell you. If it becomes too restrictive, people will not tell you and they'll do it anyway.

Chairman Sisney: Well then we can get them.

Member Hammer: How about poultry, how about chickens and roosters? We've got a similar situation. I know we're going a little off-topic here, but I can hear a rooster at 5am from like 3 blocks away from where I live.

Assistant City Manager Alvarez: The crazy thing on our municipal code, that's one of the first things I dealt with as Code Enforcement, when I first started taking this on, and I thought, nobody moves to the downtown of T or C to hear a rooster. Why would you live in downtown? You would not want to hear a rooster. So, we sent out a code violation letter to a property owner, and we found out that we were in violation, in the sense that our code does not say they can't have it. It doesn't say they *can*.

Chairman Sisney: Can we fix our code?

Member Hammer: I know we have it for ducks.

Assistant City Manager Alvarez: We have sections that say you can have the animals, there are T-1 areas, there's R-4, Riverside Residential identifies horses in that area, there are certain areas that identify, but there's nothing in R-1 or downtown area that says you *can't*.

Member Hammer: Or R-3, I mean, anywhere.

Assistant City manager Alvarez: So, because it doesn't say, "These animals are not allowed." We have no teeth when they have them down there.

Member Hammer: Don't we have one with wild animals? I feel like I read something somewhere, like ducks, that weren't chickens.

Chairman Sisney: Well, a duck is not an wild animal.

Assistant City Manager Alvarez: I don't recall that.

Member Hammer: No, okay maybe I read that somewhere else when I was doing this.

Chairman Sisney: A lady used to have geese on my street.

Member Kent: Well, I think allowing chickens, ducks, geese even, if you really want them, is fine, it's the rooster. A lot of places don't allow it. I mean, I lived in Salida for many years, people had chickens all over town, you cannot have a rooster.

Assistant City Manager Alvarez: 100%. Like I said, our code doesn't say you can't.

Member Hammer: Can we make that recommendation?

Assistant City Manager Alvarez: The code doesn't say that you can't have a goat or a pig in your backyard in the downtown district.

Member Kent: Well, I lived in downtown Denver and someone had a pig. Pigs don't get up at 4am.

Vice Chairman Buhler: They can smell.

Member Luchini: How about the doves? Should we go shoot the dove that comes around too?

Member Kent: The owls.

Chairman Sisney: There's no ownership of a dove.

Member Hammer: We're talking about a kennel and raising your domestic animals.

Chairman Sisney: There's no reason for that.

City Manager Whitehead: Let me just bring some things around to keep it timely, I think some of this stuff is good, but we do live in an agricultural environment. I think it becomes difficult to be restrictive because it won't take on the credibility that you're really looking for to say, "We're not going to allow that." because of the nature of who we are, what our heritage is. So be thoughtful in that, is all I would encourage. I'm already getting pushback on the animal control ordinance as it relates to livestock and those kinds of things. I think we have to strike

the right balance and the right tone in what we change, as it relates to the heritage of who we are.

Member Hammer: There's a noise nuisance with that.

City manager Whitehead: There is. Let me also say, as it relates to your setbacks, most lots here aren't 200 feet long. They're only 140 feet.

Member Hammer: Then they don't qualify.

Chairman Sisney: That's why I was saying, they wouldn't be able to put one.

Member Hammer: I'm just making an example here, it could be 100 feet and then 50 feet.

City Manager Whitehead: Part 2 of that point I was going to make is exactly Traci's point, which is, in most cases, we're dealing with someone that has 6 dogs, they just can't say no. They just keep going and adopting and now we have a problem because they're barking, and we go in and they say, "Well these are my dogs now, I need these for whatever." And we say, "Well then you have to apply for a kennel permit." So those are the things, and that's where we can't say, "No, you can't do it." but we have to have decent rules that would say that you have to meet certain criteria. If we get it like I'm thinking, where we'd say, "Based on your square footage and your accessory building, you have to have 400 square feet." something like that, "So you can really only have 5 animals." But I think that's really what we're after. What happens is we get stuck, animal control goes up and there's nothing they can do to someone that has 10 dogs, 12 cats. So, these are the provisions, and it's really how we're trying to interact with them.

Vice Chairman Buhler: Well, if they disturb the peace, there is something, if people don't bring their animals in at night, and they're left out, and they bark incessantly, there are remedies for that.

Member Hammer: That is in the code.

City Manager Whitehead: It's in the code and in the new code, the direction would be to try to come up with a way the officers could determine that. Because the current issue we have come across is that someone violates the noise ordinance, well did they really? Well, I don't know, when we got there it was quiet. When we left, it was loud. So, we're in this silly loop for us, where I'm getting calls saying, "So and so is loud all night." So, they're trying to define if a dog constantly barks, so if you're there for 15 minutes and the dog never stops barking then the officer can say, "I timed it, the dog was here, now we're going to cite you for doing that."

Vice Chairman Buhler: Or if they were to get statements from the neighbors, that should also count.

City Manager Whitehead: And we end up in the enforcement side, which is a challenge, which is our next challenge.

Chairman Sisney: Well, let's fix the code on this, so that the complaint he has the cards, instead of the person being complained against. If you have a rooster, and it keeps people up, you

shouldn't have that rooster. You've got dogs that bark all hours of the day and night, that's a problem to me, personally. That's my pet peeve.

Vice Chairman Buhler: Couldn't you fine them?

Assistant City Manager Alvarez: That's the enforcement side.

City Manager Whitehead: I think yes, but it's all on the enforcement. Everyone is innocent until proven guilty, so you go through the process and you cite them. A) The current code's not restrictive enough, it doesn't give clear definitions, so we tighten that up, and then if we get it tightened up, the question becomes, how fast can we get you in front of the magistrate judge, or do we need to begin to change the way we enforce codes to come up with a process for enforcement?

Member Hammer: How about a wall of shame on the website?

Assistant City Manager Alvarez: I can tell you from talking with our code enforcement officer, he has some cases that have been sitting for 6 months to a year, waiting for a court date. He has done the citations, he's done everything he's supposed to do, it's just sitting in the courts right now, waiting for that date. So it's easy to say, not so easy to go through. Is that our lead in for our direction for Planning & Zoning? I think that's a good lead in to finish off.

City Manager Whitehead: Yes. Let me say, you had good representation at our hearing for the animal control workshop, Esther was there, she presented the Planning & Zoning position, that we need to do something, and we will continue to work to merge between the Planning & Zoning and code, and Animal Control, to make sure that as it relates to the kennel, we'll do the best to make sure those 2 things are tied, and create spacing and the right kinds of things. I don't know if we'll get to the 200 feet, but you are heard, and your comments are part of the record.

Vice Chairman Buhler: And you'll let us know?

City Manager Whitehead: We'll let you know once the animal code comes, and we'll tie the 2 together as we prepare. That brings us to, I've made a decision in the office, and we are going to bring Tyler Knull, Code Enforcement, we'd hoped to bring him today but he is at a state Planning & Zoning conference, so we will begin to start training him to take over for Traci. In the manner of not stepping away, it will take a couple of years to create a smooth transition, so what we will do is have Tyler come in and do what he did with the animal control ordinance, let him take the entire code, he has a little more time, and start breaking it down, redlining, and adding things. Over our plan here, to try to come up with something in January or February to present to the Commission, we're going to use Tyler to do that, which will help him get up to speed with the current code, and it will help us add all the comments that you've made to create a potential draft document that we could then present to the Commission, and follow the steps, as we've done with the animal control ordinance. We put it out, we have some public hearings, we get feedback, but that's our process going forward.

Member Luchini: As to the number of kennels that the city will permit, is that something the city could control?

City Manager Whitehead: I'm always nervous when we start talking about the ability to take private property rights, I don't know where that leads or where that would take us. A lot of folks have talked to me about limiting the number of Airbnb's. Like, we just need to set a number. I believe that the number would be set by competition, that's just what I believe. There are only going to be so many people that will use them, if you have a good Airbnb, if it's worthy of staying, you're going to get all the business. I think it will be the same with this, if it's really about money. If people are opening a kennel for 10 dogs, that's all they can do, and they want to sell them, what scares me is I think the condition is more what Traci described, which is, we have a violation where somebody just ends up with 8 dogs, and we're just using it as a tool to try to get them to calm their dogs down, not have 8 dogs, and get to a number. So, I don't know if limiting it would get us to a result. I think we would still have people that say, "Take me to court. I want my 12 dogs tied to trees." I don't know.

Vice Chairman Buhler: Have we ever had a case with an animal hoarder?

Assistant City Manager Alvarez: For a kennel permit?

City manager Whitehead: Well just any in general, have we ever had an animal hoarder?

Assistant City Manager Alvarez: That would be a really good question for Tyler, because I don't deal on the code enforcement side, I can say yes, but I can't give you the details behind it. I know that they've dealt with both in the city limits and the county with hoarding situations. And I know most of you weren't on the board back in 2020, whenever we did the animal ordinance, I don't have it in front of me, but if you guys recall, one of the first kennel permits the city had to do was a lady that had the dogs before our ordinance was in place. So once our ordinance came into place, she was technically out of compliance with our code. She came to the city, wanted to make sure she was in compliance, she had, I don't remember how many dogs, I think 8, they were her own personal dogs, she had the parents who had puppies, they ended up getting the parents fixed, but then they fell in love with the puppies and didn't want to get rid of them, no plans to get any more and move on. But the decision that came before you guys, and then ultimately to the City Commission, was that if you deny that person the kennel permit, this person who had their dogs for upwards of – I think the younger one was 3 or 4 years old, and on up to 11 or 12 – you guys make a decision not to approve that permit, then in essence, you're telling somebody to get rid of – and this is where the Commission struggled – to get rid of a pet that they've maybe had and taken care of for 4-5 years.

Member Kent: Yeah, but that's kind of the grandfathered in scenario, right? She came and did the right thing, the rules didn't exist when she got them.

Assistant City Manager Alvarez: I'm just preparing you for any changes you make in the code.

Member Kent: I know, but I think with a lot of this, you have to remember that there are people that are all the sudden going to be out of compliance. Maybe you say, "Okay as long as you're not causing a nuisance in your neighborhood, and people aren't mad at you, whatever, that's fine, you get to keep it. Nobody loses their Airbnb, nobody has to get rid of their pet.", you know what I mean?

Assistant City Manager Alvarez: Right.

Member Kent: But, things are going to keep moving forward, and someone new, they know that they should not go get 12 dogs when they live on this little lot, you know. It's kind of a from this point forward sort of thing, not all these other people get punished.

City Manager Whitehead: I think any rule, any ordinance changes, always requires the language that would allow for a grandfather. The public body is not allowed to take a right, you wouldn't want to be in a situation where we change that, we would end up in court. So, your thinking is correct, whatever we do really is a move forward kind of situation.

Member Luchini: How about a time limit on the kennel that is allowed?

City Manager Whitehead: I think the Commission wants to look at them from a position of, once they come through Planning & Zoning and they get, whatever we're going to call it, a Special Use Permit or Conditional Use Permit, that it's got more time than just annual. I think you're right. Your comment asking if we could restrict them, we should take that and look into it. But I believe we're going to be more likely to get a code passed that just has good restrictions and tight restrictions, versus "No you can't have it." but I think we should explore it. Are the conditions tough enough that if you violate it we would have the ability to take that back? I think you're thinking correctly, if that's a fair answer.

Member Luchini: Thank you, yes.

City Manager Whitehead: And again, those feel like to me, on the animal side, is that they would be some type of a Conditional Use, these are the conditions by which we can approve that, and once you're no longer on that property doing it, that condition goes away, we're not granting you a right, something to sell, something that has value, it's specific. I think that's the way we should go about it. And I think we've got to go look at all those things in the code and find out what should be listed in that, where would it be. The last thing I'll say is, I'm confused with what would really be Special Use versus Conditional Use.

Member Kent: We need to be a little more black and white on that one.

City Manager Whitehead: It might even be, and I'm not picking on him, but it looks like we have a revival coming back, which is fine, the tent. That might be a Special Use. That might be something where they have to come in and we have to say, "Did you do everything? But also this is a one-time, you're here for a short period of time, so we grant you that Special Use, which means everybody looked at it and you know all the rules to do it. But after it's gone, it's over and you'd have to start over."

Vice Chairman Buhler: Temporary.

City Manager Whitehead: It's so temporary, and that creates what a Special Use Permit is. "Hey, we'd like to close the street and have our own private festival." Special Use, and you'd go through a process to say we understand.

Vice Chairman Buhler: What do we have left to discuss? Could we push that over to possibly the next meeting so we can —

Chairman Sisney: Well, I was going to recommend that if everybody's done, if everybody's happy, we close the workshop, and I'd like Molly and Suzy to come up with 3 more topics for our next meeting, since you guys turned in your homework, come up with 3 topics that we'll discuss next time.

Member Hammer: So, one of the topics I'd like to discuss was an agenda item I asked to be put on this meeting, but we decided not to because Officer Knull wasn't going to be able to be present. I asked Chairman Sisney, Traci, and Katy if we can talk about how we are enforcing code violations. And are we giving the property owner or resident permission to stay or continue to violate that ordinance? And for how long until they come before the board and do a Special Use Permit. I want to have a better understanding of what the police department's process and protocol is for that because I feel like there's a lot of, "I'm going to beg for forgiveness instead of permission." And we're just letting people do things even though neighbors are raising an issue, that they don't like and they know they're violating code. The position of, maybe the ordinance officer, is to just let them do what they're doing until they can get their paperwork together. I want to have a better understanding about that and how we might be able to be a little more strict about it. I know that our hands are tied sometimes, whether it's civil or criminal, or the ordinance isn't clear, but I would like a better understanding of that in the next meeting.

Assistant City Manager Alvarez: We can do a code enforcement update at the meeting.

City Manager Whitehead: I would say, that would be a great workshop altogether, just to meet Tyler, kind of open the dialogue with him, and then I think that's a great place to start with, "What are you doing?" That's why I got excited when I thought about it, he's out there doing it. If we put him in the driver's seat to help us, and he wants to be in the space, he was going to leave and go to college to get a degree or certification in this space, so we kind of convinced him to stay, that we would help him and try to work with him, so I think it would be time well-spent just to have that dialogue with enforcement, the code, all that stuff.

Member Hammer: Does Officer Knull report to Chief Tavizon?

City manager Whitehead: He does.

Member Hammer: Would it be possible to ask him to also come if he has time?

Member Kent: Maybe that's good enough for topics for next time, because it might be kind of a bigger one.

Member Hammer: With enforcement, okay yeah.

City Manager Whitehead: Yep, just spend the time with the Chief.

Assistant City manager Alvarez: Just keep in mind, your next meeting is in November, and the only hurdles, I mean, I don't know what anybody's time off or Thanksgiving plans are, we have a use it or lose it on our accrued time by the end of December.

Chairman Sisney: That's the 3rd weekend, Thanksgiving is the 3rd weekend.

Member Hammer: I don't get paid time off.

Assistant City Manager Alvarez: I don't know where Tyler's at, but he does know. He was bummed he couldn't be here, he wanted to be here, I'm pretty sure he's not planning to be off.

Assistant City Manager Alvarez: I might be off.

Member Luchini: The 10th?

Member Kent: Yeah, it would be the 10th of November.

Vice Chairman Buhler: Well, I guess I could bring this up at the next meeting.

Deputy Clerk Martinez: Yes, we are looking at the 10th.

Member Kent: Anyways, well if someone's on vacation then they won't be here.

Member Hammer: I have another question with regards to making suggestions for ordinance updates. Can we individually just email you instead of having to bring it into a workshop and just go, "I saw this ordinance, I have an idea. Can you just put this in front of the city attorney, and if the manager wants to look at this part of the code." can we just email you directly? This is the questions.

Assistant City Manager Alvarez: I'm going to refer that to the city manager.

City Manager Whitehead: Wow she's tough today, yes. I think you could send it, I would prefer that you include the Chairman. I think, again, this idea about these changes need to kind of just go through this process where we talk about them. We'll begin to add them, and then once we put them into the rules, then we'll get them to the attorney. I'm not looking to send a one-off to the attorney to ask him to review it. I'm thinking, again, you guys bring it, we find a way, we get to that line in the sand, where we need to go forward and put them, and then we just go.

Member Hammer: And it'll come back to the board too. So there is a feedback loop.

City Manager Whitehead: It's going to be a long process to get it, once we have the 2, 3, 4, 6 items we want to change, it'll be a long public process.

Chairman Sisney: So, we're just going to talk about code violations next month in our meeting? That's the only topic.

Member Kent: And enforcement protocol.

6. REPORTS FROM THE BOARD:

There were no reports from the board.

7. REPORTS FROM STAFF:

There were no reports from staff.

8. ADJOURNMENT:

Chairman Sisney adjourned the meeting at **5:45 p.m.**

PASSED AND APPROVED ON THIS 10th DAY OF NOVEMBER, 2025.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.2

SUBJECT: Discussion/Action: Summary Plat Amendment/Summary Plat Procedure at 412 Main Street

DEPARTMENT: Community Development

DATE SUBMITTED: November 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Public hearing was held at the Planning and Zoning Commission meeting on 10-14. No Opponents/Proponents. Board recommended approval unanimously

Recommendation:

Consider recommendation of the Planning and Zoning Commission

Attachments:

- 10-14-2025 Planning and Zoning Commission Meeting Agenda Packet
- Draft Minutes – Applicable Section Highlighted

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-19-25



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 10-14-2025

ITEM: Public Hearing/Discussion/Action – Summary Plat Amendment - Alternate Summary Procedure on
Property Address: 412 Main Street

BACKGROUND:

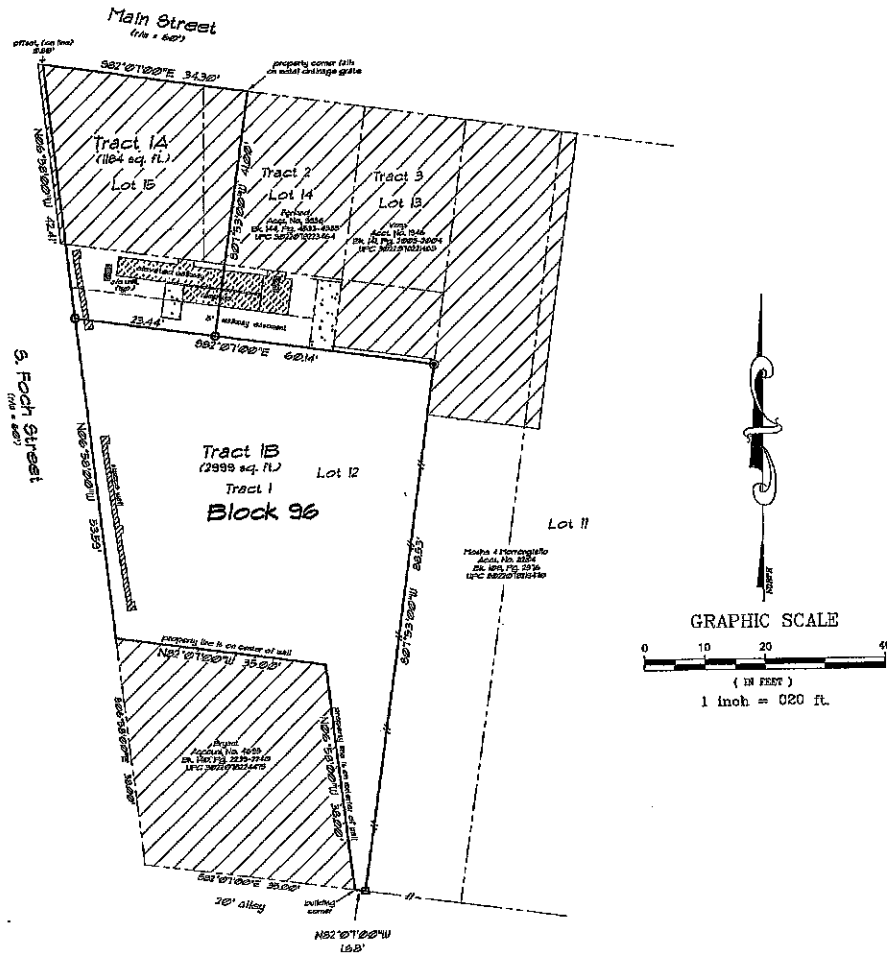
Applicant/Property owner at 412 is requesting to amend their parcel into 2 tracts. Property is located in the C-1 district. No more than 2 lots are being created and comply with the standards for lots. Both lots to be created have direct, legal, unobstructed access to an existing City maintained and paved street with curb, gutter, sidewalk, and existing City water and wastewater lines. No vacation of street dedications or utility easements is proposed. All required documents have been submitted and fees paid. All property owners within 100'ft have been notified by certified mailings.

SUPPORT INFORMATION:

Alt. Summary Plat Survey
Parcel Map
Applicable Code
Public Hearing Notice
Findings of Facts Checklist

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

ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT
of the division of Tract 1 into Tract 1A and Tract 1B,
within Lots 12, 14 and 15, Block 96, Original Townsite of Hot Springs,
a subdivision in the City of Truth or Consequences, Sierra County,
New Mexico



Notes:

These tracts are subject to easements, restrictions and reservations of record

The tracts shown hereon are located within the boundaries of Flood Zone X, areas determined to be outside 500-year flood plain

The hereon described tracts were created under the City of Truth or Consequences Subdivision Codes, Ordinance Number 338, adopted May 23, 2006, (Chapter 15, Section 15, Alternate Summary Procedure)

Use drawing scale to determine measurements when not listed

Reference:

Account No. 6506

Block 144, Pages 270, (Gutierrez Deed)

UPC 300-207-827-4470

City of Truth or Consequences Subdivision Codes, Ordinance Number 338, (adopted May 23, 2006)

Original Townsite of Hot Springs Subdivision Plat filed on March 10, 1927, (Plat No. 15-A-1)

National Flood Insurance Program, Flood Insurance Rate Map for the City of Truth or Consequences, New Mexico, Community-Panel No. 350013 0000 C, (map revised July 16, 1996)

Block 133, Pages 270-2716, (Summary Plat)

Plat of "Leo Smith" Building, (Plat No. 50-B)

Legend:

- Round 5/8" rebar interspersed stamped "NPLS 13084" @
- Round 2/8" rebar interspersed stamped "NPLS 1209" @
- Round chiseled "X" in concrete *
- Round/flat 1/2" rebar interspersed stamped "NPLS 1109" @
- corrugated metal fence
- lot line

ACKNOWLEDGMENT

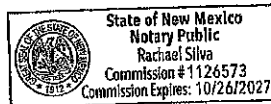
I, the undersigned owner of the hereon described property do hereby acknowledge, with my free consent, and in accordance with my wishes and desires, this division of land as shown on this plat.

Karl Prosser, Wildflower Boutique, LLC
STATE OF NEW MEXICO)
COUNTY OF SIERRA)

The foregoing instrument was acknowledged before me this 9th day of September, 2025 by Karl Prosser

Rachael Silva
Notary Public

My Commission Expires: 10/26/2027



The City of Truth or Consequences does hereby acknowledge the division of land as shown on this plat.

Mayor

Date

September 2, 2025

Chaparral Surveying, LLC
Professional Land Surveying

P.O. Box 625 Elephant Butte, New Mexico 87036

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief. I further certify that this survey is a land division but not a subdivision as qualified hereon.

This plat meets the minimum requirements of the Standards of Land Surveys in New Mexico.

Daniel M. Ben
New Mexico Professional Surveyor
License Number 0028

INDEXING INFORMATION FOR COUNTY CLERK
Wildflower Boutique, LLC (6500)
Original Townsite of Hot Springs, Block 96
Section 33, Tshp. 13 South, Rge. 4 West

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 740-0334

September 8, 2025

LEGAL DESCRIPTION-TRACT 1A (1184 sq. ft.)

A tract of land situate in Section 33, Township 13 South, Range 4 West, N.M.P.M., within Lots 12, 14 and 15, Block 96, Original Townsite of Hot Springs, 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 point at the intersection of S. Foch Street and Main Street, said corner being the NW corner of Lot 15, Block 96, Original Townsite of Hot Springs, whence a chiseled "x" in concrete, (witness corner), bears N06°58'00"W, a distance of 0.80 feet;

Thence, continuing along Main Street, S82°07'00"E, a distance of 34.30 feet to the NE corner of this tract, said corner falls on a metal drainage grate;

Thence, S07°53'00"W, a distance of 41.00 feet to the SE corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, N82°07'00"W, a distance of 23.44 feet to the SW corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129", a point on S. Foch Street;

Thence, continuing along S. Foch Street, N06°58'00"W, a distance of 42.41 feet to the point of beginning of the tract hereon described, containing 1184 sq. ft. of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Summary Plat dated September 1, 2025).

Chaparral Surveying, LLC

P.O. Box 629

Elephant Butte, New Mexico 87935

(575) 740-0334

September 8, 2025

LEGAL DESCRIPTION-TRACT 1A

(1184 sq. ft.)

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Beginning at the NW corner of this tract, a point at the intersection of S. Foch Street and Main Street, said corner being the NW corner of Lot 15, Block 96, Original Townsite of Hot Springs, whence a chiseled "x" in concrete, (witness corner), bears N06°58'00"W, a distance of 0.80 feet;

Thence, continuing along Main Street, S82°07'00"E, a distance of 34.30 feet to the NE corner of this tract, said corner falls on a metal drainage grate;

Thence, S07°53'00"W, a distance of 41.00 feet to the SE corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, N82°07'00"W, a distance of 23.44 feet to the SW corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129", a point on S. Foch Street;

Thence, continuing along S. Foch Street, N06°58'00"W, a distance of 42.41 feet to the point of beginning of the tract hereon described, containing 1184 sq. ft. of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Summary Plat dated September 1, 2025).

Chaparral Surveying, LLC

P.O. Box 629

Elephant Butte, New Mexico 87935

(575) 740-0334

September 8, 2025

LEGAL DESCRIPTION-TRACT 1B

(2999 sq. ft.)

A tract of land situate in Section 33, Township 13 South, Range 4 West, N.M.P.M., within Lot 12, Block 96, Original Townsite of Hot Springs, in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SE corner of this tract, a 3/8" rebar w/aluminum tag stamped "NMPLS 12129", a point on a 20' alley, said corner being the SE corner of Lot 12, Block 96, Original Townsite of Hot Springs;

Thence, continuing along a 20' alley, N82°07'00"W, a distance of 1.68 feet to an angle point in this tract, (corner falls on a building wall corner);

Thence, continuing along the exterior of a building wall, N06°58'00"W, a distance of 38.00 feet to an angle point in this tract, (corner falls on the center of a building wall);

Thence, continuing along the center of a building wall, N82°07'00"W, a distance of 35.00 feet to an angle point in this tract, (corner falls on the center of a building wall), a point on S. Foch Street;

Thence, continuing along S. Foch Street, N06°58'00"W, a distance of 53.59 feet to the NW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S82°07'00"E, a distance of 60.14 feet to the NE corner of this tract, a 5/8" rebar w/survcap stamped "NMPLS 13984", a point on the east boundary of said Lot 12;

Thence, continuing along the east boundary of said Lot 12, S07°53'00"W, a distance of 88.53 feet to the point of beginning of the tract hercon described, containing 2999 sq. ft. of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Summary Plat dated September 1, 2025).

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 740-0334

September 8, 2025

LEGAL DESCRIPTION-TRACT 1B

(2999 sq. ft.)

A tract of land situate in Section 33, Township 13 South, Range 4 West, N.M.P.M., within Lot 12, Block 96, Original Townsite of Hot Springs, in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SE corner of this tract, a 3/8" rebar w/aluminum tag stamped "NMPLS 12129", a point on a 20' alley, said corner being the SE corner of Lot 12, Block 96, Original Townsite of Hot Springs;

Thence, continuing along a 20' alley, N82°07'00"W, a distance of 1.68 feet to an angle point in this tract, (corner falls on a building wall corner);

Thence, continuing along the exterior of a building wall, N06°58'00"W, a distance of 38.00 feet to an angle point in this tract, (corner falls on the center of a building wall);

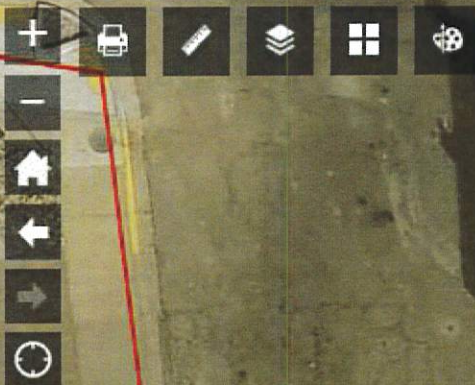
Thence, continuing along the center of a building wall, N82°07'00"W, a distance of 35.00 feet to an angle point in this tract, (corner falls on the center of a building wall), a point on S. Foch Street;

Thence, continuing along S. Foch Street, N06°58'00"W, a distance of 53.59 feet to the NW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, S82°07'00"E, a distance of 60.14 feet to the NE corner of this tract, a 5/8" rebar w/survcap stamped "NMPLS 13984", a point on the east boundary of said Lot 12;

Thence, continuing along the east boundary of said Lot 12, S07°53'00"W, a distance of 88.53 feet to the point of beginning of the tract hereon described, containing 2999 sq. ft. of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Summary Plat dated September 1, 2025).



20ft
-107.255 33.130 Degrees

Map data © OpenStreetMap contributors, Mic

Sec. 15-17. - Amendment of plats.

- A. *Administrative amendment:* Any change that is required to correct an error in lettering, numbering or other minor detail on a filed plat which does not affect any material aspect of the subdivision will be considered a minor amendment. Administrative amendments may be processed and approved by the City's Zoning Administrator, who shall have the right to require review and approval by the Planning and Zoning. The City's Zoning Administrator shall insure that the corrections are noted on the original filed plat. The fee schedule for administrative amendments shall be as approved by the City of Truth or Consequences.
- B. *Minor amendment of plat:* Any proposed amendment that is greater than an administrative amendment which does not have the effect to significantly alter the impacts on utilities, drainage, or traffic, may be approved as an amendment by the Planning and Zoning Commission.
- C. *Major amendment of plat:* Any proposed correction or amendment of a filed plat that affects material aspects of the subdivision shall be considered by the Planning and Zoning Commission, with approval by the City Commission, the Planning and Zoning Commission shall determine if the subdivider may use the alternate summary procedure or if the subdivider shall be required to vacate a portion or all of the filed plat and follow the procedures appropriate for the approval of a new subdivision. The fee schedule for major amendments shall be as approved by the City of Truth or Consequences.

(Ord. No. 555, 5-23-06)

Sec. 15-15. - Alternate summary procedure.

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

1. A re-plat of a previously filed subdivision when:
 - a. No more lots are created than exist in the area at the time of the submittal of the replat application; and,
 - b. All lots to be created have direct, legal, unobstructed access to an existing City maintained street;
 - c. All 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 for connecting the lots to the City's water and wastewater lines, or, pays to the City the City's fees for connecting the 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. All new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots;
 - g. All lots to be eliminated or created exist within the area of a single block of lots in a previously platted and filed subdivision; and,
 - h. No vacation of street dedications or utility easements is proposed; or,
 - i. Lots are to be eliminated.
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.

B. *Limit on number of summary procedures:* The summary procedure shall be used only once on any one property, or within any group of contiguous or adjacent properties owned by a subdivider, unless the property has been master-planned, legally subdivided, and is zoned for industrial uses, and wherein the streets within those subdivisions have been dedicated to and accepted by the City. No subdivider who has received approval of a subdivision shall utilize the summary procedure to subsequently increase the number of lots within said subdivision.

C. *Elective pre-application procedure:*

1. Prior to filing a summary plat, the subdivider may submit a conceptual plan of the proposed subdivision to the City's Zoning Administrator. The conceptual plan shall provide enough

information for the Zoning Administrator to locate the proposed subdivision and to comprehend its scope and potential impacts. Neither a written application nor an application fee are required for submittal of a conceptual plan.

2. The City's Zoning Administrator shall place the proposed summary subdivision on the next possible agenda of the Planning and Zoning Commission for discussion, when the Planning and Zoning Commission shall consider the proposal with the subdivider or the subdivider's representative and shall indicate changes, if any, that will be required for the submittal process.

D. *Summary plat submittal requirements summary plat submittal requirements are:*

1. Application, signed by all property owners, including all parties having an equitable interest, trustees of an estate and all persons having a specific "power of attorney" in such land;
2. A record of any pending litigation or any final order entered by any court of law regarding the ownership of the subject property;
3. Application fee as established by the City;
4. Documentation from the Sierra County Assessor's Office that the current year's property taxes are paid and that no taxes are owed on the property;
5. A plat conforming to section 15-13.A of this Code; and,
6. Releases by the Public Utilities Advisory Board, and all utility companies which are proposed as providers for the subdivision.

E. *Submittal and review procedures:*

1. Incomplete submittals will not be accepted for review.
2. The subdivider shall submit all required materials to the City's Zoning Administrator.
3. The City's Zoning Administrator shall review all materials, and shall within three working days from the date the application is determined to be complete, request opinions of applicable City departments, other governmental agencies, and utility companies for review, comments and recommendations. City departments shall have ten calendar days in which to review and respond in writing to any such request. Within three working days of receiving any written reports, comments or recommendations from any City department, governmental agency, or utility company, the Zoning Administrator shall make available to the subdivider a copy of such materials.
4. The Zoning Administrator shall have the right to require that the subdivider provide additional information or to make amendments to the plat and supporting information if the Zoning Administrator determines that the information originally submitted by the subdivider was incomplete, incorrect or invalid.
5. The subdivider shall have ten working days in which to make any corrections or additions required by the Zoning Administrator, or to request a postponement of action by the Zoning Administrator for up to 135 days.
6. If a subdivision application does not meet the requirements of this Code within 180 days of its original submittal, the Zoning Administrator shall summarily reject the application and notify the applicant in writing of the reasons for the rejection.
7. At such time as the subdivider meets the requirements of this Code, the subdivider shall provide the Zoning Administrator with a copy of the final plat.
8. At such time as receiving a submittal that meets all requirements of this Code, the Zoning Administrator shall recommend that the Planning and Zoning Commission approve the final plat by consent agenda action during its next regularly scheduled meeting, and the Planning and Zoning Commission shall approve the subdivision by consent agenda action during its next regularly scheduled meeting.

9. The subdivider shall file a signed copy of the final plat in the records of the County Clerk of Sierra County, and shall provide the City with one of the signed copies.
- F. *Divisions for the purpose of mortgage:* Divisions for purposes of mortgage are not allowed. If a property is to be mortgaged it must be done so in its entirety or properly subdivided as required in this chapter.

(Ord. No. 555, 5-23-06)

Sec. 11-14-1. - General Development Standards.

All lots, tracts, buildings and structures in the City shall be developed in accordance with this Article and other related provisions of this Code. All development standards of this Code shall apply to each lot, tract, or parcel independent of all other lots, tracts, or parcels.

Sec. 11-14-2. - Standards For Districts.

District	Lots: Minimum Front Setback	Yards: Minimum Rear Setback	Yards: Minimum Side Setback
R-1	25'	25'	8'
R-1	25'	20'	6' or 0'*
R-3	20'	15'	5' or 0'*
R-4	25'	25'	5'
RR-1	25'	15'	5'
C-1	20'	15'	5' or 0'*
M-1	25'	25'	5' or 0'*
T-1	25'	25'	15'

* As permissible per Section 11-14-3 and 11-14-4.

District	Lots: Minimum Area	Lots: Minimum Width	Dwelling: Minimum Area	Maximum Height
R-1	9,000 s. f.	60'	1,200 s. f.	26'

R-2: Single-Family	5,000 s. f.	60'	900 s. f.	26'
R-2: Two-Family	4,000 s. f./unit	60'	650 s. f./unit	35'
R-2: Multiple-Family	3,500 s. f./unit	60'	600 s. f./unit	35'
R-2: Apartments	3,500 s. f./unit	60'	500 s. f./unit	35'
R-2: MH*	5,000 s. f.	60'	900 s. f.	26'
R-3: Single-Family	4,500 s. f.	45'	700 s. f.	35'
R-3: Two-Family	3,000 s. f./unit	45'	500 s. f./unit	35'
R-3: Multiple-Family	3,000 s. f./unit	45'	450 s. f./unit	35'
R-3: Apartments	2,000 s. f./unit	45'	400 s. f./unit	35'
R-3: NM*	4,500	45'	550 s. f.	26'
R-4	1 acre	75'	1,200 s. f.	26'
RR-1	5,000 s. f.	50'	800 s. f.	26'
C-1	5,000 s. f.	60'	" "	35'

C-1: MH*	4,000 s. f.	45'	550 s. f.	26'
M-1	" "	60'	" "	35'
T-1	21,780 s. f.	100'	800 s. f.	35'
T-1: MH*	21,780 s. f.	60'	550 s. f.	26'

* Not located within MHP

Sec. 11-14-3. - Residential and Transition Districts: Additional Provisions and Exceptions.

The following provisions shall apply to all development in a residential or transition District:

A. *SETBACK EXCEPTIONS:*

1. A minimum side yard setback of zero (0) feet in a residential District only, providing all the following requirements are met:
 - a. The setbacks are authorized by the City Commission as part of an approved development.
 - b. There shall be no less than ten (10) feet, including roof overhang, between structures, except approved condominium and townhouse developments with common wall construction.
 - c. All zero (0) lot lines shall be on the same side of all lots in a development.
2. The minimum setback distance shall be maintained for both front yards of a corner lot. A lesser setback for one front yard of a triple frontage lot shall be considered upon application for variance to the Planning and Zoning Commission.
3. New dwellings may be erected as close to a front property line as the average distance established by existing dwellings on that side of the block, provided the lots on the same side of the block are fifty (50) percent developed.
4. An addition to a main dwelling shall be permitted as an extension of existing building lines, which have non-conforming setbacks. Setbacks for such addition shall be the same as the main dwelling.
5. There shall be a minimum setback of one (1) foot for each foot in height of any

building, other than a single or two family dwelling, abutting on R-1 or R-2 District.

- B. *FRONT-YARD PARKING.* Parking areas shall not cover over one-third ($1/3$) of any open area between the front of a dwelling and the front property line; except in cases of a cul-de-sac, two-thirds ($2/3$) of a front yard can be used; and on existing lots less than fifty (50) feet, a twenty (20) feet parking area is permitted. Townhouses and apartment lots may use three fourths ($3/4$) of the front yard for parking.
- C. *MINIMUM DISTANCE BETWEEN STRUCTURES.* There shall be no less than ten (10) feet between buildings or structures located on the same lot, tract, or parcel.
- D. *EASEMENT ENCROACHMENTS.* There shall be no permanent structures located on easements without written approval of the City Commission.

Sec. 11-14-6. - Landscaping and Erosion Control: All Planning And Zoning Districts.

Unless left in its natural vegetative state, there shall be yard grass or other measures to control water or wind erosion on all previous areas of development and constructed lots, tracts or parcels.

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Tuesday, October 14, 2025, to receive input regarding the following:

Public Hearing/Discussion/Action: Summary Plat Amendment - Alternate Summary Procedure on Property Address: 412 Main Street

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

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

The agenda for this meeting may be obtained on Friday, October 10, 2025, on the city website at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Thursday, September 25, 2025

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date_____ Address_____

Findings of facts for recommendations and decisions.

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

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

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

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

Chairman Sisney made a motion to recommend approval to the City Commission for a Conditional Use Permit at 303 Jones St. Member Hammer seconded the motion. Roll call vote was taken.

Member Luchini Yay

Member Hammer Yay

Member Kent Nay

Chairman Sisney Yay

Motion carried 3 to 1.

b) Public Hearing/Discussion/Action: Summary Plat Amendment- Alternate Summary Procedure on Property Address 412 Main Street.

Proponents:

No Proponents

Opponents:

No Opponents

Chairman Sisney opened the public hearing.

Assistant City Manager Alvarez: The applicant and property owner at 412 Main is requesting to amend their parcel into 2 tracks. The property is located in the C-1 district. No more than 2 lots are being created, and they comply with the required standards for lots. Both lots that would be created have direct unobstructed access to any existing city maintained and paved street, as well as all existing water and wastewater lines. No vacation of street, dedications, or utility easements is being proposed. All documents have been submitted, and fees have been paid. All property owners with 100 feet have been notified by certified mail. Applicant is present for any questions, and I stand for any questions as well.

Member Kent: I'm a little confused, looking at the map that is here, of what exactly is happening.

Assistant City Manager Alvarez: The easiest way to look at it is the actual parcel map. You can see it's a weird shape. If you go to the summary plat, you will see where it's labeled as track 1a and track 1b.

Member Hammer: I understand that track 1a is your business, the Wildflower Business, correct? That comes back to the proposed track b?

Kari Fasquez Owner of 412 Main: I am the owner of 412 Main, otherwise known as Wild Flower Boutique. I own the building where the retail happens, and also the lot behind that building. I'm requesting approval to separate the building and the vacant lot into 2 tracks.

Member Hammer: Track 1a backs into track b and then there is track 2 and track 3 which are other retail establishments that also back into track b. I drove by and there are doors in the back, they can access their property through there, but they would have to go through track 1b, your property, to park there if they were allowed. I don't know what kind of agreement you have and that's not relevant to the split. My question mainly is, will they continue to have some kind of egress there? Maybe you can help me because I can't read this. Does this say easement or assessment?

Kari Fasquez Owner of 412 Main: You are spot on there. There are doors to other properties owned by other individuals back there. What you are trying to see in that minuscule font is a walkway easement. There is a permanent 12-foot walkway easement from the buildings into the lot. You will see the stairs, a ramp, and a deck. All of that is a walkway easement for all 3 properties.

Member Hammer: What you are proposing is that easement would then be a part of track 1a or track 1b?

Kari Fasquez Owner of 412 Main: Part of the vacant lot. I believe it's track b.

Member Hammer: So that easement, on the deed, would be a part of 1b?

Kari Fasquez Owner of 412 Main: That is the intention.

Member Hammer: And not part of 1a?

Kari Fasquez Owner of 412 Main: Correct.

City Manager Whitehead: I disagree, I think the walkway continues as part of track 1a.

Kari Fasquez Owner of 412 Main: Apologies for that, I don't have the paper in front of me. Thank you, City Manager Whitehead.

Vice Chairman Buhler: I noticed that you're building a structure back there on 1b. Is that correct?

Kari Fasquez Owner of 412 Main: Yes, I am.

Vice Chairman Buhler: It's a metal structure?

Kari Fasquez Owner of 412 Main: It will be a patio with pavers.

Vice Chairman Buhler: Do you have a permit for that?

Kari Fasquez Owner of 412 Main: Yes, we do.

Vice Chairman Buhler: From the city?

Kari Fasquez Owner of 412 Main: From the state.

Assistant City Manager Alvarez: They've also submitted stuff through Planning & Zoning for all development on that property line as well.

Vice Chairman Buhler: Thank you.

Member Hammer: And is that patio going to be public access or private?

Kari Fasquez Owner of 412 Main: I am sorting that out, I don't have it all sorted out yet, but some sort of community event space. We're hoping for some flexibility there to possibly allow a food truck in there, putting patio seating in there, definitely high priority in beautifying that lot. Taking a vacant lot and making it fit in well with the Foch Street project that's coming next month. All the timing is just working out beautifully, that we have this Foch Street beautification happening, and just wanted the lot to meld in with all of that new beauty coming to that area, rather than just being an empty plot.

Member Kent: So, you are planning to develop it to some degree and you're not just doing this to sell it? At least at the moment.

Kari Fasquez Owner of 412 Main: At the moment, I do not have plans to sell.

City Manager Whitehead: The future disposition is not relevant to the conversation. Whether she chooses to divide and sell it is irrelevant.

Vice Chairman Buhler: How have you incorporated your drainage into this project?

Kari Fasquez Owner of 412 Main: That's a good question.

City Manager Whitehead: The permit is not in question here, what she's asking for is whether or not you approve the subdivision of this by our code, that's all she's asking for. She doesn't have to get any further permission than what she did through the current Planning & Zoning code. So those questions would have been asked by our engineer and by staff.

Vice Chairman Buhler: And they have been asked?

City Manager Whitehead: If she has a permit, it would have been approved by us, it would have been formally sent on so that she could then apply. The state of New Mexico requires, on their applications for a building permit, a signature from the Planning & Zoning of the jurisdiction in which the permit comes from. In order to get that, they would have had to go through us. Again, as Traci has pointed out to you, she's in compliance with her building project, but the

building project is not subject to this change of application here. If you could, just stay within the context of discussing and looking at the 7 findings of facts, as it related to the subdivision code of it. Thank you.

Member Kent: I don't have any other questions.

Chairman Sisney: Does anyone have any more questions?

All Commission Members: No.

Chairman Sisney: I will make a motion –

Vice Chairman Buhler: Does the public have any questions?

Chairman Sisney: Does the public have any questions?

Deputy Clerk Martinez: It would be if we have any proponents or opponents for the public hearing.

Chairman Sisney: Do we have any proponents or opponents for the public hearing?

Assistant City Manager Alvarez: Did anyone sign up?

Deputy Clerk Martinez: No.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Conditional Use Permit at 303 Jones St. Member Kent seconded the motion. Roll call vote was taken. Motion carried unanimously.

5. WORKSHOP:

a. Variance, Conditional Use Permit and Special Use Permit

Chairman Sisney: I want to ask a question of Ms. Alvarez. When are we able to put conditions on the stuff that comes before us? I would like to be able to make a recommendation to approve with conditions in many cases. We tried to ask some questions earlier, so it's going to be hard to put conditions on it, but I'd like to know when I can put conditions on an approval of a Variance request.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.3

SUBJECT: Appointment of a City Representative to serve on the Sierra Vista Hospital Governing Board for a 2-year term.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: May 19, 2023

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Due to the withdrawal of the City of Elephant Butte and Governance restructuring from the Sierra Vista Hospital Joint Powers Commission, the JPC decided to decrease the number of members that serve on the board. Bruce Swingle, Jesus Baray, Peggy "Cookie" Garcia Johnson and Greg D'Amour have submitted letters of interest to fill the 2 seats and serve as city representatives on the Sierra Vista Hospital Governing Board. For this request we ask that the governing body choose one applicant to serve a 2 year term on the governing board.

Recommendation:

Appointment of a representative to serve a 2 year term on the Sierra Vista Hospital Governing Board.

Attachments:

- Board Member applications (Bruce Swingle, Jesus Baray, Peggy "Cookie" Garcia Johnson and Greg D'amour)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25

Bruce Swingle

1007 Poplar St Truth or Consequences, NM 87901 (505) 999-7742 bswingle12@gmail.com

City of Truth or Consequences
Board of City Commissioners
505 Sims St
Truth or Consequences, NM 87901

October 31, 2025

RE: Letter of Interest – Sierra Vista Hospital Board of Directors

Dear Mayor, Mayor Pro Tem and Commissioners,

I am writing to express my sincere interest in continuing to serve on the Sierra Vista Hospital Governing Board of Directors. Over the past 12 years, I have had the privilege of contributing to the board in various capacities—including as an ex-officio member, board member, and chairman. This long-standing commitment reflects my deep dedication to the mission of Sierra Vista Hospital and to the health and well-being of our community.

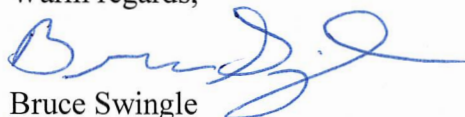
Throughout my tenure, I have actively pursued board development and governance education at both the state and national levels. I have completed extensive training in board and governance courses, including, but not limited to:

- Governance and Leadership
- The Role of a Board Member: Fiduciary Duties and Responsibilities
- Compliance Program Oversight and Board Member Ethics
- Financial Oversight
- Strategic Planning and Execution Oversight
- Future Vision: Strategic Positioning for Governance and Leadership
- Quality Oversight
- Clinical Leadership: Improving the Experience of Care

These experiences have equipped me with a comprehensive understanding of hospital governance and the critical responsibilities of board leadership. I have also served on both the Finance and Board Quality Committees, where I worked collaboratively to ensure fiscal responsibility, uphold quality standards, and support strategic initiatives that enhance patient care, and lobbied legislators and state officials on significant health care legislation and funding opportunities.

I am passionate about the continued growth and success of Sierra Vista Hospital and would be honored to bring my experience, insight, and commitment to another term on the Board of Directors. I want to thank the commission for their confidence in me and for appointing and reappointing me over the years. It has been a pleasure serving our community on this board.

Warm regards,



Bruce Swingle

11/7/25

Dear JPA Members

I wanted to take a moment to share that I would love to continue serving as a member of the hospital board. Over the past three years, I've developed a real appreciation for the work we do and the impact our decisions have on the community.

Even with my limited time on the board, I feel I've been able to bring a steady, open-minded perspective to our discussions. I truly value the teamwork, respect, and purpose that this role represents, and I've learned a great deal from everyone involved.

It's been an honor to serve alongside such dedicated people, and I'd be grateful for the opportunity to keep contributing to the board and the hospital's mission.

Thank you for your time and consideration.

Warm regards,

Jesus Baray

A handwritten signature in black ink, appearing to read 'Jesus Baray', with a large, sweeping flourish extending to the left.

Curriculum Vitae

Greg D'Amour PharmD RPh PhC BCGP

• **Retired.**

902 N. Riverside Dr,
Truth or consequences, NM 87901-9753

Fax 575-894-3311
Cell 575 497-9032
Work Cell 575 740-9123

11.25 gda

Retired from New Mexico State Veterans' Home - Director of Pharmacy-Pharmacist Clinician 4.30.22

Mid-level practitioner licensed/registered with:

- NM Board of Pharmacy - RP 4143 PC 8
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 - Registered with DEA
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Highland High School, Alb. NM graduate

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Primary study-Clinical Pharmacy

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Field of Study-Chronic Disease Management-Geriatrics-Geropsychiatry

- Board Certified Geriatric Pharmacist: (BCGP) 2000 - present

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- 1983 – 1988 **Sierra Vista Hospital T. or C. NM**
Development of Clinical Pharmacy Services in a 34 bed rural hospital where previous pharmacy services had consisted of 2 drug rooms and a weekly visit from the community pharmacist.
- 1988 – 4.30.22 **New Mexico State Veterans' Home**
Licensed first pharmacy "inside" long-term care facility in New Mexico. Development of Clinical Pharmacy Services in a 162-bed long-term care facility. Practicing Pharmacist Clinician (mid-level practitioner) since 1996.

Pharmacy Consultant

Private Long-Term Care Pharmacy Consulting 1984 – 1995
Emergency Medical Service Pharmacy Consulting 1992 – 2004
Advanced Cardiac Life Support Provider 1984 – present
Advanced Cardiac Life Support Instructor 1985 – 2010
Basic Life Support Provider/Instructor 1984-present
Chronic Disease Management/Geriatrics/GeroPsychiatry Consulting (GDA Health) 2003-present

Professional Instruction Provider

Nursing Distant Learning Programs

Pharmacology-Pharmaceutical Math (Eastern NM Junior College-Roswell)

- 1985-86 2 RN programs
- Pharmacology-Pharmaceutical Math (Eastern NM Jr. College-Hobbs/Western NM Jr. College-Silver City)
- 1990-2002 6 LPN programs

Assistant Clinical Professor University of New Mexico College of Pharmacy

Geriatrics - Chronic Disease Management – GeroPsychiatry – Long Term Care Pharmacy Management

Student Clerkship rotations (Univ. New Mexico College of Pharmacy)

- 2004-present

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New Mexico Society Health System Pharmacists

Pharmacist Clinician Practice (April 2005) - Chronic Disease Management (October 2006)

New Mexico Pharmacists Association

Developing a Pharmacist Clinician Practice (July 2005) (Jan 2011)

Geriatrics – A Medication Therapy Management Practice (Jan 06)

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Pharmacist Clinician Credentialing Committee – 1998 – present Chairman 2002 through present

NM Medicaid DUR committee 2002-present

Health Insight formerly NM Medical Review Association – Medicare D – Prescription Improvement Coalition 2006-2016

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Health Resources Services Administration (HRSA)-Patient Safety Clinical Pharmacy Collaborative (PSPC)

Disease Management workgroup 2012-2016 (PIMS)

Board of Pharmacy Specialties

- Board Certified Geriatric Pharmacist May 2000- December 2028
- Appointed to examination development committee Nov. 2002 - 2008

Professional memberships

- ♦ NM Pharmaceutical Association
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Southwest NM Council Representative 2000-2010
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Objective

Quality chronic disease management! I have come to realize that the majority of chronic disease management treatment is pharmacy based. Today's healthcare world is studying outcomes and evaluating quality of life. With ongoing education, the ability to monitor treatments, assessment of patient disease status, and utilization of evidence based medical practice places pharmacists, properly trained and credentialed, in the center of the health care team as a partner to promote improved quality of life. Now retired objective is self and community care.

Accreditations

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- ♦ Tobacco Cessation Provider
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Awards

- ♦ Sierra Vista Hospital - Department Head of the Year – 1984-1986
- ♦ New Mexico State Veterans' Home – Employee of the Year – 1989–1991–1993–1995–1998
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- ♦ Sierra Recreation Ass'n '90-2025 – Sierra Youth Basketball '91 – 2006 (Director-Coordinator '91-'02)
- ♦ Truth or Consequences Housing Authority '92 – present (Commissioner)
- ♦ Truth or Consequences Recreation Advisory Board 2000 – 2022
 - ♦ Coach-Referee-Umpire - for youth Basketball, Baseball, Soccer
- ♦ Sierra Vista Hospital Governing Board '06-present (Chairman '08-09, 16-22)

To: Mayor & City Commissioner
FROM: Peggy "Cookie" Garcia Johnson
Subject: SVH Governing Board Appt

I am writing to express my sincere interest in serving as a Sierra Vista Hospital Governing Board Member appointed by the City of T.O.C. I am eager to continue to serve our community.

I have been appointed by the City of T.O.C. Commissioner in the past and re-appointed as well as well as the City of Williamsburg Trustees. My experience with our hospital goes back to the 1990s while I served as Mayor of the City of T.O.C. and the hospital was going to close. I was given the keys to the hospital by the then owners, The Adventists, and told the hospital would be closed the next day unless a community hospital could be created. An emergency meeting was called and the idea presented to the County Commission. Through Gary Whitehead's leadership, the County agreed to join the City of T.O.C. in the creation of a community hospital.

I believe it is imperative to have hospital board members who have a history of our hospital to understand all aspects of assuring our hospital is successful and continues to serve our County wide residents

Thanking you in advance for your favorable consideration.

Cookie Johnson
11/20/25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.4

SUBJECT: Appointment of a City Representative to serve on the Sierra Vista Hospital Governing Board for a 3-year term.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: May 19, 2023

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Due to the withdrawal of the City of Elephant Butte and Governance restructuring from the Sierra Vista Hospital Joint Powers Commission, the JPC decided to decrease the number of members that serve on the board. Bruce Swingle, Jesus Baray, Peggy "Cookie" Garcia Johnson and Greg D'Amour have submitted letters of interest to fill the 2 seats and serve as city representatives on the Sierra Vista Hospital Governing Board. For this request we ask that the governing body choose one applicant to serve a 3 year term on the governing board.

Recommendation:

Appointment of a representative to serve a 3 year term on the Sierra Vista Hospital Governing Board.

Attachments:

- Board Member applications (Bruce Swingle, Jesus Baray, Peggy "Cookie" Garcia Johnson and Greg D'amour)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25

Bruce Swingle

1007 Poplar St Truth or Consequences, NM 87901 (505) 999-7742 bswingle12@gmail.com

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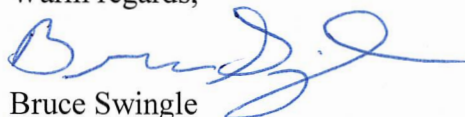
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It's been an honor to serve alongside such dedicated people, and I'd be grateful for the opportunity to keep contributing to the board and the hospital's mission.

Thank you for your time and consideration.

Warm regards,

Jesus Baray

A handwritten signature in black ink, appearing to be 'Jesus Baray', with a large, stylized initial 'J' and a long, sweeping horizontal stroke extending to the right.

To: Mayor & City Commission,
FROM: Peggy "Cookie" Garcia Johnson
Subject: SVH Governing Board Appt

I am writing to express my sincere interest in serving as a Sierra Vista Hospital Governing Board Member appointed by the City of T.O.C. I am eager to continue to serve our community.

I have been appointed by the City of T.O.C. Commission in the past and re-appointed as well as well as the City of Williamsburg Trustees.

My experience with our hospital goes back to the 1990s while I served as Mayor of the City of T.O.C. and the hospital was going to close. I was given the keys to the hospital by the then owners, The Adventists, and told the hospital would be closed the next day unless a community hospital could be created. An emergency meeting was called and the idea presented to the County Commission. Through Gary Whitehead's leadership, the County agreed to join the City of T.O.C. in the creation of a community hospital.

I believe it is imperative to have hospital board members who have a history of our hospital to understand all aspects of assuring our hospital is successful and continues to serve our County wide residents

Thanking you in advance for your favorable consideration.

Cookie Johnson
"P2025"



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2025

Agenda Item #: I.5

SUBJECT: Appointment of 2 Governing Body Board Members to serve on the Sierra Vista Hospital Joint Powers Commission (JPC).

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: November 13, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

This is in conjunction with items I3 and I4. The Sierra Vista Hospital Joint Powers Commission (JPC) is decreasing the number of City Commission representatives who serve on the Sierra Vista Hospital Joint Powers Commission (JPC). They are changing it from three (3) members and one (1) alternate member to a total of two (2) governing body members. Originally, Rolf Hechler, Amanda Forrister, Ingo Hoepfner, and Destiny Mitchell (Alternative) are the governing members who serve on the JPC. The request from the JPC is to assign to governing body officials to serve on the board.

Recommendation:

Appointment of 2 governing body members to serve on the SVH JPC.

Attachments:

- None.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.6

SUBJECT: Discussion/Action: Masek Golf Cart Lease Agreement Extension

DEPARTMENT: Golf Course

DATE SUBMITTED: November 14, 2025

SUBMITTED BY: O.J. Hechler

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

Summary/Background: The Municipal Golf Course is requesting approval to extend its current golf cart lease agreement. The fleet consists of twenty well-maintained 2018 golf carts, and the proposed extension includes an annual winter service. The extension would add 15 months to the existing lease, beginning in April and continuing through June 2027, to align the contract period with the City's fiscal year.

Recommendation:

Approve lease extension.

Attachments:

- Lease agreement extension proposal

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25



5225 Pino Ave NE. Albuquerque, NM 87109 Phone:(505) 452-2222 Fax:(505) 452-3333 www.newmexicogolfcars.com

November 9, 2025

**YAMAHA QUIETECH GAS FLEET CAR PROPOSAL FOR:
TRUTH OR CONSEQUENCE GOLF COURSE**

Mr. Robert Massena
Truth or Consequence Golf Course
685 Marie St.
Truth or Consequences, NM 87901

Dear Robert,

Thank you for the opportunity to present Truth or Consequence Golf Course with this proposal for a lease extension on the fleet currently at your facility. This letter will recap the details of our discussions to extend the lease on the twenty (20) 2018 Quietech cars. After you have had a chance to review, please let me know by phone or email if you have any questions or need additional information.

Agreement type and payment structure:

The agreement will be for a fifteen-month lease on the equipment with a consecutive payment structure. The first payment will be due April 15, 2026, and the final payment will be due in June 2027 for a total of 15 payments. Terms are subject to approval by Yamaha Motor Finance Company (YMFC).

Description of Yamaha Units and included equipment:

A quantity of twenty (20) 2018 Yamaha Quietech EFI fleet cars, Glacier White in color will be included in the lease. These cars will come equipped with rain-drain top, sweater basket, energy absorbing bumpers, Shafer rear end with drum brakes, **Yamaha's famous 357cc EFI engine with Quietech technology**, modular rear body panels, wheel covers, information holders, dual USB ports, polycarbonate windshields, fleet numbers, and two sand and seed bottles.

Delivery and Pick-up:

The fleet is currently at the golf course.

Warranty:

The factory warranty has expired on these units.

Pricing: ****All pricing is good for 30 days and does not include any applicable taxes****

Payments will be \$903.60 per month (\$45.18 per car).

Insurance, Taxes and Maintenance:

During the contract period, the course is responsible for all insurance, taxes and maintenance (other than warranty) and any loss or damage other than normal wear and tear. Service contracts are available separately. Course personnel are invited and **encouraged** to attend our annual factory service seminar held at our Albuquerque facility each spring. This free seminar allows course personnel to work with a certified Yamaha technician to gain a better understanding of how to maintain and troubleshoot a Yamaha fleet.

DRIVE²

Additional Considerations

- We would like to extend a 20% discount on all parts as a benefit of doing business with Masek's. Between our three locations (Commerce City CO, Albuquerque NM and Gering NE) we have a parts inventory of roughly \$800,000 at any time so we are sure to have all the parts you need.
- Masek's will offer to perform the annual service on the fleet during the winter months to ensure the fleet is ready for the 2026 playing season. This annual service will consist of changing the air filters, spark plug and oil on all 20 units at the golf course.

Questions and further information:

Please call Jordan Weber 303.952.7400(work) or 303.489.2187(mobile) with any questions or concerns you may have. My e-mail address is Jordan@masekcolorado.com

Thank you for the opportunity to be of service to you with Yamaha, the world's finest golf cars and utility vehicles!

Yours truly,

Jordan Weber

Accepted for Truth or Consequence Golf Course

Jordan Weber
District Sales Manager
Masek Rocky Mountain Golf Cars

Date: _____

** This proposal is intended only for the use of the person to whom it is addressed and may contain information that is confidential or privileged. Any dissemination, distribution or copying of this proposal without prior consent from Masek Golf Car Company is prohibited. **



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.7

SUBJECT: Discussion/Action: Wreaths Across America Program

DEPARTMENT: Parks

DATE SUBMITTED: November 14, 2025

SUBMITTED BY: O.J. Hechler

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

Summary/Background: The local Magnolia Ellis Chapter of the Daughters of the American Revolution is interested in coordinating the placement of wreaths on veterans' graves at Vista Memory Gardens Cemetery and other known local sites. This coordination would establish these locations as official participants in the annual Wreaths Across America program, during which wreaths are laid each December to honor and remember veterans.

Recommendation:

Grant permission

Attachments:

- Email request from the local Magnolia Ellis Chapter of the Daughters of the American Revolution

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25

Hechler, Orrin

From: TorC City Clerk
Sent: Tuesday, November 4, 2025 2:54 PM
To: Hechler, Orrin; Galicia, Cesar
Cc: Torres, Angela
Subject: FW: Local DAR chapter interested in Wreaths Across America

Good afternoon

Sheila Fetherlin reached in regards to putting wreaths out for the vets as per the email below. Please let me know your thoughts on this.

City Clerks Office
City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901
(575) 894-6673

From: Sheila Fetherlin <swfetherlin@gmail.com>
Sent: Tuesday, November 4, 2025 2:35 PM
To: TorC City Clerk <torcclerk@torcnm.org>; HotSpringsCemetery@gmail.com
Cc: Ford, Donna Lee <donnaalee7373@outlook.com>; Rogers, Annie <sunnyjorogers@gmail.com>; Coleman, Karla <karlakcoleman2@gmail.com>; Johanna Tighe <Johannat77@gmail.com>
Subject: Local DAR chapter interested in Wreaths Across America

Good afternoon,

I am reaching out on behalf of the local **Magnolia Ellis Chapter of the Daughters of the American Revolution**. Our chapter is interested in coordinating the placement of wreaths on veterans' graves at **Vista Gardens** and other known veterans burial sites in the Truth or Consequences area. We are **seeking permission to add Vista Gardens, and possibly other local sites, as official locations where wreaths may be laid on veterans' graves each December** as part of the **Wreaths Across America** program.

Wreaths Across America is a national volunteer organization responsible for placing wreaths at **Arlington National Cemetery** and the **Tomb of the Unknown Soldier**.

"In 2022, Wreaths Across America and its nationwide network of volunteers placed more than **2.7 million sponsored veterans' wreaths** at **3,702 participating locations** across the country. This remarkable effort was made possible through the support of over 5,000 sponsorship groups, corporate partners, and in-kind contributions from the transportation industry."

New Mexico Daughters of the American Revolution chapters already participate in wreath placement ceremonies throughout the state. This year, on **December 13, 2025**, ceremonies will be held at the **Santa Fe National Cemetery, Los Alamos, Fort Bayard National Cemetery, and Sunset Memorial Park in Albuquerque**.

We would like to add **Truth or Consequences** to this list of participating locations. If organizing the event for this year is not feasible, we would like to begin planning to make it a reality for next year.

Here is a link to the coordination sign up page I am interested in completing as you can see getting permission is the first step.

<https://www.wreathscrossamerica.org/GetInvolved/CoordinateALocation>

Thank you for considering this opportunity to honor and remember our local veterans. We would be happy to discuss details and next steps at your convenience.

Warm regards,

Sheila Fetherling

Chapter Regent

Magnolia Ellis Chapter

Daughters of the American Revolution



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.8

SUBJECT: Capital Development Program Fund Application and Authorization for City Manager to Execute Grant Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: November 6, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: City Manager Gary Whitehead

Summary/Background:

City Staff received an email on 10-17-2025 regarding Capital Development Program Funding opportunity for the 2026 Legislative session. Applications were due 10-29-2025. Staff completed and submitted a grant application requesting \$2,500,000.00 for the completion of the Water Meter Replacement Project.

This does not replace the capital outlay requests or governor's requests, it is in addition to, but the projects cannot be duplicates submitted to the capital outlay or governors' requests.

Applications will be reviewed and scored by CDPF by 11/7. Recommended awardees projects list will be sent to Legislative Finance Committee by 11/14. Selected projects will be included in the 2026 capital outlay bill, legislature will vote on bill, governor will sign bill by 3/11 possibility of veto of project prior to signature and awards will be announced in May 2026 and funds available on July 1, 2026. Awardees will have 2 years for funding to be used; funds will expire in July 2028.

If awarded, grant agreement must be executed within 14 days from receipt of the agreement.

Recommendation:

Accept the Application Submission and Authorize City Manager/Mayor to execute Grant Agreement and applicable documents if awarded.

Attachments:

- Application Packet
- Application Guidelines
- Email Notification

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-19-25

From: [AmpliFund Administrator](#)
To: [Alvarez, Traci](#)
Subject: Application Submit Success Notification
Date: Tuesday, October 28, 2025 10:05:40 AM



Hello Traci Alvarez,

You are receiving this notification because your application has been successfully submitted to

State of New Mexico - Department of Finance &
Administration for the 2026 Capital Development Program
Fund

City of Truth or Consequences Water Meter Replacement
Project 10/28/2025 12:05 PM (Eastern Daylight Time)

Please reach out to the primary contact for the opportunity if
you have questions about your application.

Regards,
AmpliFund Administrator
City of Truth or Consequences

AmpliFund is the leading enterprise grant management platform designed for nonprofit and public sector organizations to manage every phase of the grant management process.



City of Truth or Consequences Water Meter Replacement Project

Prepared by City of Truth or Consequences
for State of New Mexico - Department of Finance & Administration 2026 Capital Development Program Fund

Submitted by Traci Alvarez

Submitted on 10/28/2025 10:05 AM Mountain Standard Time

Opportunity Details

Opportunity Information

Title

2026 Capital Development Program Fund

Description

Approximately \$26.5M will be available as part of the 2026 Capital Outlay bill. DFA-IPDD will open the application for these funds on Monday September 30, 2025 and will close the application on Monday, October 28. IPDD will then review and score the application from October 29th-November 8th. Contingent awardee list will be provided to the Legislative Finance Council for discussion at their November 17th meeting. Contingent awards will not become final until the Capital Outlay bill is signed by the Governor no later than March 11, 2026. Funds will be available for awardees to utilize beginning July 1, 2026.

Awarding Agency Name

Jesse Guillen

Agency Contact Phone

Agency Contact Email

jesse.guillen@dfa.nm.gov

Program

Fund Activity Categories

Announcement Type

Initial Announcement

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/a9dde444-fbb4-4d26-bcef-d4bc9dd15631>

Is Published

Yes

Funding Information

Opportunity Funding

\$26,500,000.00

Funding Sources

State

Submission Information

Submission Window

09/29/2025 12:00 AM - 10/29/2025 11:55 PM

Submission Timeline Type

One Time

Allow Multiple Applications

Yes

Eligibility Information

Eligibility Type
Public

Eligible Applicants

- State Governments
- County Governments
- City or township governments
- Special District Governments
- Public and State controlled institutions of higher education
- Native American tribal governments (Federally recognized)

Project Information

Application Information

Application Name

City of Truth or Consequences Water Meter Replacement Project

Award Requested

\$2,500,000.00

Total Award Budget

\$2,500,000.00

Primary Contact Information

Name

Traci Alvarez

Email Address

talvarez@torcnm.org

Address

505 Sims St

Truth or Consequences, New Mexico 87901

Phone Number

(575) 952-0565

Project Description

2026 Capital Development Program Fund

Personal Information

Department:

Title: Division:

Prefix:

First

Name:

Middle

Name:

Last

Name:

Suffix:

Phone: Fax: Email:

Organizational Affiliation:

Entity Information

Governmental Entity Requesting the Funding

City of Truth or Consequences

Entity that Owns the Asset

City of Truth or Consequences

Project Location

Municipality and County in Which the Project is be Located

City of Truth or Consequences

Project Description

Please provide a comprehensive description of your project that includes:

Project Overview: Clearly describe what the project entails and its primary purpose

Current Status: Explain the current state of the project and what work has been completed to date

Remaining Work: Detail specifically what work remains to be completed and why additional funding is needed

Project Benefits: Describe how this project will benefit the community, municipality, or region

Timeline: Provide expected completion timeline once funding is secured

Scope of Work: Since 2026 CDPF funds can support planning/design activities, complete projects, or useable phases of larger projects, clearly outline what specific work or phase will be accomplished with this funding and how it creates value

Readiness to Proceed: Explain how the project is ready to move forward immediately upon receiving funding

Project Description

The City of Truth or Consequences Water Meter Replacement project phase 2 will consist of the bid documents, construction, and construction services related to the replacement of aged and deteriorated water meter assemblies. The current manual read water meters will be replaced with new advanced metering infrastructure radio read meters. The meter replacements will take place throughout the municipal water system service area which includes the City of

T or C and Village of Williamsburg. The condition and location of the meter assemblies vary widely throughout the service area and therefore the location of the assemblies and surface improvements to be replaced will vary as well. In locations where the existing meter assemblies have failed and are located within the sidewalks, the improvements will also include the replacement of the meter setters, meter cans, lids, plus the removal and replacement of the sidewalk section as needed to complete the installation. The City of T or C has received funding thru CDBG for phase 1 and design is in process. CDBG funding will only cover design and replacement of approximately 900 AMI Meters, leaving approximately 2,500 meters still to replace. The City of Truth or Consequences provides water service to all residents and businesses in the City of Truth or Consequences and the Village of Williamsburg. Replacement of the current water meters to an AMI metering system will help with early leak detection, more accurate billing and real time water usage data improving operational efficiency, reduced fuel costs and better management of our water system. Project will be completed within 12-24 months of secured funding. This funding will be used for bidding documents and for the purchase and installation/construction of the remaining water meters and will complete the water meter project.

Is this project listed on the Infrastructure Capital Improvement Plan (ICIP) of the applicant entity?

Yes

What is the rank of the project on the ICIP? (for example, 2025-1)

2028-05

Please select what stage of this project you are seeking funding for.

Complete Project

Financial Information

Total Project Cost

3250000.00

Total Funding Secured to Date

\$750,000.00

Please list all other funding sources for this project.

	Funding Source	Amount
Funding Source 1	CDBG	750000
Funding Source 2		
Funding Source 3		
Funding Source 4		
Funding Source 5		

Are there any additional information about the total secured funding that is relevant to this application?

CDBG funding will only cover design and replacement of approximately 900 AMI Meters, leaving approximately 2,500 meters still to replace.

Please upload any cost/professional estimates obtained for this project.

T or C Water Meter Project Phase 2 - Estimate.pdf

Compliance

New Mexico law requires all organizations to demonstrate compliance with the Public Finance Accountability Act (§ 6-3B-1 et seq., NMSA 1978). Please check the box below to confirm that your organization is in compliance.

- ☒ Yes, we are in compliance
☐ No, we are not in compliance

Certification

I certify that if this request is funded in full, it provides all funding necessary to complete the Planning and Design phase or the Complete Project/Useable Phase, as indicated above.

- ☒ Yes
- ☐ No

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Construction		
City of T or C Water Meter Replacement Project	\$2,218,225.00	\$2,218,225.00
Subtotal	\$2,218,225.00	\$2,218,225.00
Consultants/Contracts		
City of T or C Water Meter Replacement Project	\$281,775.00	\$281,775.00
Subtotal	\$281,775.00	\$281,775.00
Total Proposed Cost	\$2,500,000.00	\$2,500,000.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$2,500,000.00	\$2,500,000.00
Subtotal	\$2,500,000.00	\$2,500,000.00
Total Proposed Revenue	\$2,500,000.00	\$2,500,000.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Construction

City of T or C Water Meter Replacement Project

Purchase and installation/construction of 2,500 meters, 180 meter can assemblies with the associated sidewalk repairs.

Consultants/Contracts

City of T or C Water Meter Replacement Project

Engineering consultant will provide bidding assistance, construction administration, and construction inspection services.

Category	Item Type	Name	Non-Grant Funded	Grant-Funded	Cash Match	In-Kind Match	Other Funding	Direct Cost	Narrative
Construction	Non Personnel	City of T or C Water Meter Replacement Project	No	\$2,218,225.00	\$0.00	\$0.00	\$0.00	\$2,218,225.00	Purchase and installation/construction of 2,500 meters, 180 meter can assemblies with the associated sidewalk repairs.
Consultants/Contracts	Non Personnel	City of T or C Water Meter Replacement Project	No	\$281,775.00	\$0.00	\$0.00	\$0.00	\$281,775.00	Engineering consultant will provide bidding assistance, construction administration, and construction inspection services.

Estimate

Client City of Truth or Consequences
 Engineer/Architect: Wilson & Company, Inc., Engineers & Architects
 Project: Water Meter Replacement Phase 2
 Date: October 28, 2025

Truth or Consequences Water Meter Replacement Master Cost Estimate					
ITEMS LIST		UNITS	QTY	UNIT COST	EXTEND COST
General					
1	Mob/Demob.	LS	1	\$90,000.00	\$90,000.00
2	Traffic Control	LS	1	\$35,000.00	\$35,000.00
3	Materials Testing	ALLOW	1	\$30,000.00	\$30,000.00
Waterline					
4	Water Meter Remove & Replace w/ 5/8"x3/4" Multi-Jet Meter w/ Bronze Bottom w/ L&G Interpreter Kit - RF Mesh: M1163	EA	2,500	\$345.00	\$ 862,500.00
5	Water Meter Box Remove & Replace, Incl Connectors, compl.	EA	180	\$2,350.00	\$423,000.00
6	Replace Meter Lid: NICOR, 12.5 Type C	EA	2,500	\$60.00	\$ 150,000.00
Sidewalk					
7	Remove and Replace Sidewalk @ Services, CIP	SF	2,880	\$90.00	\$259,200.00
Construction Cost Subtotal:					\$1,849,700.00
Contingency					\$197,105.00
NMGR @8.375%:					\$171,420.00
TOTAL ESTIMATED CONSTRUCTION COST:					\$2,218,225.00
Consultant Bidding/Construction Administration/Inspection					\$260,000.00
NMGR @8.375%:					\$21,775.00
TOTAL ESTIMATED CONSULTANT COST:					\$281,775.00
TOTAL ESTIMATED PROJECT COST:					\$2,500,000.00

**DEPARTMENT OF FINANCE & ADMINISTRATION
CAPITAL DEVELOPMENT PROGRAM FUND
GRANT MANAGEMENT GUIDELINES**

Table of Contents

- I. Purpose**
- II. Eligibility**
- III. Application and Criteria**
- IV. Implementation**
- V. Declined or Rescinded Funds**

Implementation Guidelines for Capital Development Program Fund Disbursements

Effective Date: September 29, 2025.

Authority: § 7-27-51, NMSA 1978.

I. PURPOSE

The Department of Finance and Administration, acting through its Infrastructure Planning and Development Division ("DFA") to ensure equitable and transparent access to and implementation of the Capital Development Program Fund ("Fund"), as appropriated by the New Mexico Legislature, desires to establish guidelines, procedures, and protocols ("Guidelines") for entities seeking access to the Fund. These Guidelines are designed to ensure compliance with legislative requirements and promote the efficient use of bond proceeds for infrastructure and community development projects.

II. ELIGIBILITY

Appropriations from the Fund are available for two types of projects:

- Project Completion – Subject to legislative appropriation, money in the Fund may be awarded to fully fund capital projects or useable phases of projects with a total cost of less than five million dollars (\$5,000,000);
 - An Eligible Entity must request the full amount of the funds required to complete the capital project.
- Planning and Design – Subject to legislative appropriation, money in the Fund may be awarded for the planning and design of capital projects with an estimated total cost exceeding five million dollars (\$5,000,000);
 - An eligible entity must submit proof to DFA of a validated total project cost estimate greater than five million dollars (\$5,000,000).

As used in these Guidelines, "Eligible Entity" includes the following:

- County;
- Municipality;
- Special District;
- Public Water Cooperative;
- Acequias and Community Ditch Associations;
- Public Schools;
- Public Post-secondary Education Institution;
- State Entities;
- Federally Recognized Indian Nation, Tribe or Pueblo (located partially in New Mexico); and
- Any Political Subdivision of the State.

III. APPLICATION AND CRITERIA

Eligible Entities must submit a funding request through the online application form available on the DFA website. Applications are due by September 30 of each year, unless otherwise specified. Applications will be reviewed within 15 days after application close. DFA staff will assess whether the submitting entity qualifies as an Eligible Entity and if the proposed project meets one of the funding criteria outlined in § 7-27-51. Eligible Entities will be notified of a project eligibility determination within 45 days of application close.

DFA evaluates the following criteria when assessing submitted Fund applications:

- Eligible Entity – If the applicant is not an Eligible Entity, the application will be automatically disqualified from eligibility for funding through the Fund.
- Project Readiness – Applicants must submit documentation to evidence the following:
 - For Project Completion Requests: Documentation must demonstrate the Eligible Entity's ability to finish the project with the requested funding within two years of the award.
 - For Planning and Design Requests: The document must demonstrate the Eligible Entity's ability to procure, plan, and design the construction or improvement of a capital asset within two years of award.
 - If the applicant has not secured the necessary funding to complete the project or the planning and design phase, the application will be automatically disqualified and will not be considered for funding.
 - Applicants may reapply when they meet the readiness requirement in this paragraph.
- Project Details – Applicants must submit the following:
 - A detailed project description, including a project timeline with milestones, procurement plan, and budget.
 - Applicants may be required to submit cost estimates certified by a general contractor, engineer, or designer of the project.
 - Applicants are encouraged to have the project listed on their ICIP with current and accurate information.
 - Project funding requests cannot exceed the minimum amount needed to complete the project or the planning and design phase, as shown in the budget submitted by the applicant.
- Compliance Requirements – Applicants must meet the eligibility requirements set forth in § 6-3B-1 *et seq.*, NMSA 1978, and any corresponding implementation rule.
 - Applicants must comply with these requirements on or before July 31st in the calendar year the application is received.

Review Cycle – If eligible funding requests exceed the available funds in the Fund, projects will be prioritized

based on the final score from DFA's scoring rubric.

Reserved Funds for Rural, Frontier, and Tribal Community Applicants – In accordance with §§ 7-27-51 and 7-27-52 NMSA 1978, DFA will ensure that forty percent (40%) of available funds from the Fund are reserved for projects benefiting and/or located in underserved areas, as defined by the USDA's Economic Research Service Frontier and Remote (FAR) Area Codes.

IV. IMPLEMENTATION

Grant Agreement Issuance - If a project is appropriated funds from the Fund, the agency to which the project funding is appropriated will send the Eligible Entity a Capital Outlay Grant Agreement.

- The Eligible Entity must execute the Capital Outlay Grant Agreement within fourteen (14) calendar days from receipt of the agreement, or the award will be rescinded and funds made available to another project.
- The Eligible Entity must report progress and expenditures on the project on a quarterly basis or as required by the Capital Outlay Grant Agreement.
- If the Eligible Entity decides not to accept the funding, the entity must notify DFA within five (5) business days of such decision.
- Notwithstanding legislative appropriation for the Fund, DFA reserves the right to restrict grant agreement awards to the amount submitted and certified by the Eligible Entity as required for completion of the project.

V. DEFINITIONS

"Frontier" means a geographic area that is relatively remote and sparsely settled territory (consistent with USDA Economic Research Service definition). To determine whether a CDPF applicant is "frontier," DFA will use USDA mapped area codes for "frontier and remote" areas, available at <https://www.ers.usda.gov/data-products/frontier-and-remote-area-codes/>.

"Rural" means open country and settlements with fewer than 2,000 housing units and 5,000 residents, based on the 2020 decennial census, and released in 2022 (consistent with U.S. Department of Agriculture (USDA) Rural Development definition).

"Tribal Community" means any legally recognized group of indigenous people recognized as having rights and obligations independent of the State of New Mexico.

"Useable Phase" means a distinct portion of a capital project that has been sufficiently completed and meets all applicable safety, operational, and regulatory requirements such that it can be safely and effectively occupied, operated, or used for its intended purpose, even if other phases of the overall project are still to be initiated or completed.

V. DECLINED OR RESCINDED FUNDS

An Eligible Entity may decline or return an appropriation from the Fund.

- Declined or returned funds may be reallocated to another eligible project authorized by the legislature within the same legislation as the declined funds.

- Declined funds remain subject to the original timeline and will only be allocated to projects that can be completed within that timeframe.
- Declined or returned funds, not otherwise available to be reallocated as stated above, will be redeposited into the Fund and reappropriated by the legislature.

Prior to executing a Capital Outlay Grant agreement, DFA may rescind the award for any of the following reasons:

- Any change to the Eligible Entity's proposed project that affects the project's readiness to expend the funds within the applicable reversion date, or change to the Eligible Entity's compliance status under § 6-3B-1, *et seq.*, NMSA 1978.
- As otherwise authorized by applicable law.

From: [Alvarez, Traci](#)
To: [Whitehead, Gary](#)
Cc: [Munoz, Johanna](#)
Subject: RE: NEW 2026 CDPF Applications from 9/29 to 10/27 - Applications for the 2026 can not exceed 5M, no minimum
Date: Friday, October 17, 2025 4:40:00 PM
Attachments: [image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

Good Afternoon Gary – there will be a webinar regarding this funding on 10/22 @1:00 pm. I have registered and forwarded you the calendar invite.

Traci

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565
<https://www.torcnm.org/>
talvarez@torcnm.org



From: Alvarez, Traci <talvarez@torcnm.org>
Sent: Thursday, October 16, 2025 2:01 PM
To: Whitehead, Gary <gwhitehead@torcnm.org>
Cc: Munoz, Johanna <jmunoz@torcnm.org>
Subject: FW: NEW 2026 CDPF Applications from 9/29 to 10/27 - Applications for the 2026 can not exceed 5M, no minimum
Importance: High

Good Afternoon Gary,

Please see attached and email below forwarded to me from Wes @ Stantec. I have not received any email regarding this additional funding request and wasn't sure if you had. Please let me know if you have any questions or how you would like to proceed.

Traci

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

(575) 952-0565

<https://www.torcnm.org/>

talvarez@torcnm.org



From: Hall, Wesley <Wesley.Hall@stantec.com>

Sent: Thursday, October 16, 2025 11:46 AM

To: Alvarez, Traci <talvarez@torcnm.org>

Subject: FW: NEW 2026 CDPF Applications from 9/29 to 10/27 - Applications for the 2026 can not exceed 5M, no minimum

Importance: High

FYI

Wesley D. Hall

Senior Project Manager



From: Campbell, Lisa <lisa.campbell@stantec.com>

Sent: Monday, October 6, 2025 9:59 AM

To: MBD Team <MBDTeam@stantec.com>; De La Vega, Raymond <Raymond.DeLaVega@stantec.com>; Hall, Wesley <Wesley.Hall@stantec.com>; Maynes, Richard <richard.maynes@stantec.com>; Oliver, Wayland <wayland.oliver@stantec.com>

Subject: NEW 2026 CDPF Applications from 9/29 to 10/27 - Applications for the 2026 can not exceed 5M, no minimum

Importance: High

Good afternoon, Team,

I thought we were slowing down with applications and here we go again.

If anyone is interested, please let me know and I can assist with the application.

Capital Development Program Funds (CDPF) is requesting application for the 2026 legislative session. Applications opened 9/29 and close 10/28

Approximately \$26.5M available, attached are the slides, sample application and guidelines and here is the link to the site:

<https://www.nmdfa.state.nm.us/infrastructure-planning-and-development-division/>

and then go to capital development Program fund scroll down to 2026 CDPF funds

This does not replace the capital outlay requests or governors request it is in addition to, but the projects can not be duplicates submitted to the capital outlay or governors' requests.

The process:

Applications are being accepted till 10/27. Applications will be reviewed and scored by CDPF by 11/7. Recommended awardees projects list will be sent to LFC by 11/14. Selected projects will be included in the 2026 capital outlay bill, legislature will vote on bill, governor will sign bill by 3/11 possibility of veto of project prior to signature and awards will be announced in May 2026 and funds available on July 1, 2026.

2 years for funding to be used, funds will expire in July 2028.

Highlights of application:

1. Funds can be used for planning and design for projects with a total cost of greater than \$5M or complete project/useable phases with a total cost of less than \$5M *
2. No match all grant funds
3. Project request cannot exceed 5M
4. Project needs to be on ICIP
5. Multiple projects can be submitted by one entity, but not for the same project
6. Open application 9/29 and closes 10/27
7. Projects for planning and design of capital projects or completion of a useable phase of a project.

Questions on application or process CDPF is available to meet on 10/8 or 10/22 from 1-2 p.m. Registration link to schedule a meeting.: Registration Link:

https://us02web.zoom.us/meeting/register/6pnJ-lTzToOV01D_-87O1Q

Appropriations from the Fund are available for two types of projects:

o Project Completion – Subject to legislative appropriation, money in the Fund may be awarded to fully fund capital projects or useable phases of projects with a total cost of less than five million dollars (\$5,000,000);

- An Eligible Entity must request the full amount of the funds required to complete the capital project.

o Planning and Design – Subject to legislative appropriation, money in the Fund may be awarded for the planning and design of capital projects with an estimated total cost

exceeding five million dollars (\$5,000,000);

- An eligible entity must submit proof to DFA of a validated total project cost estimate greater than five million dollars (\$5,000,000).

Again, please let me know if you have a client that is interested in this application and I can assist if needed.

Thank you

Lisa Campbell

Senior Funding Leader

Direct: [\(575\) 527-4517](tel:(575)527-4517)

lisa.campbell@stantec.com

 *Lisa Campbell*



With every community, we redefine what's possible.

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.9

SUBJECT: Discussion/Action: FY 26 State Grants-in-Aid to Public Libraries Grant Agreement.

DEPARTMENT: Community Development

DATE SUBMITTED: November 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Annual state funding received to support the City Library. FY26 Grant amount - \$15,000.00

State Grant-in-Aid last year was for a total of \$15,430.62. We spent \$9,965.98 for large print books, \$4,688.64 for recorded books, \$547.01 for printer toner, \$59.99 for printer paper, and \$169.00 for supplies for the Children's Summer Reading Program.

Recommendation:

Accept FY26 State Grants in Aid to Public Libraries Grant Agreement

Attachments:

- FY26 State Grants in Aid to Public Libraries Grant Agreement Packet
-

Fiscal Impact (Finance): Yes

Grant amount - \$15,000.00

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-19-25

State Grants-in-Aid to Public Libraries Agreement
For FY2026

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Truth or Consequences Public Library**, located in **T or C, NM**, hereinafter called the **Recipient**.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed

Fifteen Thousand Dollars and No Cents

(\$15,000.00) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Fully expend state grants-in-aid funds before **June 30, 2026**;
6. Failure to fully expend state grants-in-aid funds before June 30, 2026, will result in denial of fiscal year 2027 state grants-in-aid;
7. In the event of an extension, this agreement will continue through the life of the grant and subsequent extensions unless terminated by any party;
8. No later than August 12, 2026, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and

9. Sign and return this Agreement to NMSL *within 60* days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation.**

III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature below certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Recipient Signature

Authorized Agent Signature: Signed by: Mayor Rolf Hechler EE102605FD4041B... Date: 10/17/2025

☒ My signature above verifies that I am an authorized agent with authority to enter into a legal contract with the State of New Mexico.

Print Name of Authorized Agent: Rolf Hechler

Official Title of Authorized Agent: Mayor

NMSL Signature

New Mexico State Librarian Signature: Signed by: Eli Guinnee 85F31E0436424FA... Date: 10/17/2025

New Mexico State Librarian Print Name: Eli Guinnee

State Grants-in-Aid Expenditures Guidance Sheet

The state aid program is intended to *supplement* and *encourage* local effort in providing local library service and *is not* intended to be a main source of operating revenue.

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to New Mexico public libraries. Recognized public libraries must meet all eligibility requirements outlined in the 4.5.2 NMAC to receive state aid. *ALL* state aid funds must be fully expended or encumbered *before* June 30 each year.

This is not an exhaustive list of allowable and non-allowable expenditures. If you have questions as how to expend state aid grant funds, contact the Library Development Bureau *prior* to making purchases, 1-800-340-3890 / SL.Development@dca.nm.gov

Allowable Expenditures - State aid **can** be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
 - Non-traditional circulating/educational items may also be allowable, e.g., board games, sewing machines, cake pans, cookie cutters, etc. Contact the Development Bureau with questions.
- Library Staff Salaries
 - Regular library staff salaries for their work within the library. Paying a part-time/substitute library staff member or a summer intern may also be allowable.
- Library Staff Professional Development
 - Library staff to attend in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, ARSL, PLA, etc.), and other library-related training and workshops (e.g., youth services workshops, etc.). This includes registration and travel costs (including lodging & meals).
 - Library staff training (in-person and online) that relates to library services/issues, is organized and held at the library, or other locations, etc. may also be allowable.
- Library Equipment
 - Equipment associated with meeting the information needs of library patrons such as public computers, printers, wireless routers, scanners, software, and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
 - Expenditures associated with the delivery of library services, such as the library's catalog, library program supplies, library electric bill, library phone bill, directional signage, copy paper, security costs, etc.
 - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts.

See page 2 for Non-Allowable Expenditures →

Non-Allowable Expenditures - State aid **cannot** be used for:

- Administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, library staff fringe benefits, library staff performance bonuses, or similar expenditures, etc.
- Food, giveaways, incentives, prizes, college classes for individual library staff (*i.e.*, library staff tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (*e.g.*, bouncy houses, party supplies, pony rentals), or similar purchases, etc.
- Operational expenditures that do not directly relate to meeting the information needs or the delivery of basic library services to library patrons, *i.e.*, the cost of parties, receptions, fund-raising events, other social functions, library building maintenance, toilet paper, paper towels, cleaning supplies and equipment (*e.g.*, vacuums, mops, brooms, trashcans, etc.) paint, or similar expenditures, etc.
- Capital improvements and construction.

Administrative code is subject to change. Please always check for the most up-to-date version online.

STATE GRANTS-IN-AID TO PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES

CHAPTER 5 STATE LIBRARY

PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.

[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.

[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.

[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.

[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.

[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.

[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. "Annual report" means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and
- (4) be approved by and on file at the state library.

B. "Basic library services" means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. "Bookmobile" means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. "Branch" means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and
- (5) at least 20 hours of public access to physical quarters per week on an annual basis.

Attachment A

E. "Circulating materials" means items from library collections that are checked out by patrons for use outside of the library.

F. "Collection development policy" means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. "Community analysis and needs assessment" means an evaluation of a library's legal service area, its current and future needs, and the library's role in meeting those needs.

H. "Developing library" means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

- (1) A developing library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution of a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A developing library provides the following public services:
 - (a) staff present during open hours;
 - (b) at least 15 hours of public access to physical quarters per week on an annual basis;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

I. "Fiscal year" means July 1 through June 30.

J. "Legal service area" means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library's legal service area.

K. "Library board" means an administrative or advisory group comprised of representative members of the library's community.

L. "Library collections" means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. "Library equipment" means equipment associated with the delivery of library services.

N. "Library staff" means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. "Matching funds" means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. "Public library" means a New Mexico organization that offers basic library services within its legal service area.

- (1) A public library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution adopted by a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A public library provides the following public services:
 - (a) staff dedicated to the library
 - (b) year-round public access to the physical location at least 25 hours per week;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

Q. "Reference services" means the provision of library staff to answer reference questions during all the hours the library is open.

R. "Strategic plan" means a detailed program to ensure that library services meet the current and future needs of the library's legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

A. Purpose: To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

- (1) timely submission of an annual report with the state library;
- (2) receipt of no more than five, consecutive, awards of developing library grants;
- (3) continuous operation for at least nine months;
- (4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;
- (5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with requirements for developing library grants;
- (8) employment of a designated director;
- (9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and
- (10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

- (1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;
- (2) continuous operation for at least one year;
- (3) receipt of a minimum of three consecutive developing library grants;
- (4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;
- (5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with all requirements for public library grants;
- (8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;
- (9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;
- (10) employment of a designated director; and

(11) successful expenditure of all public library grant funds during the prior fiscal year.
[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.

NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.

NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.

NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.

NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.

NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.

NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.

NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.

NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.

NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.

NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.

NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.

NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.

NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

FY26 State Grants-in-Aid Checklist & Instructions

This DocuSign Email Contains the Following Documents	What To Do with The Documents
Grant Allocation Notification	- SAVE and PRINT a copy for your records.
FY26 State Aid Grant Agreement	- A person who has authority to enter into a legal contract with the State of New Mexico must electronically sign the FY26 State Aid Grant Agreement using DocuSign. - If you are not authorized, use the “Assign to Someone Else” option to email it to the authorized person. - The grant agreement must be electronically signed using DocuSign by December 22, 2025.
4.5.2 New Mexico Administrative Code (NMAC) - Revised June 1, 2016	- SAVE and PRINT copies for your records. - Ensure compliance with all requirements this year, to remain eligible for FY27 funding.
State Grants-in-Aid Expenditures Guidance Sheet - Revised July 2025	- SAVE and PRINT a copy for your records. - Use as a reference for how state aid funds can be spent – Note: this is not an exhaustive list; contact the Library Development Bureau with questions. - Share a copy with your finance person/department and anyone else involved in library purchases.
State Aid Expenditures Tracking Sheet - <i>This will arrive in a separate email labeled as such</i>	- When received, SAVE the Excel spreadsheet on your computer and use it to track FY26 state aid expenditures. - This spreadsheet <i>is required and must</i> be completed in its entirety and returned via email (<i>in Excel format</i>) to the Library Development Bureau by June 30, 2026.
What Happens Next? Email Carmelita.Aragon@dca.nm.gov with questions	- Once the grant agreement is electronically signed by the library’s authorized agent, the State Librarian will electronically sign. A complete signed copy will be emailed <i>from DocuSign</i> to the library director. - SAVE and PRINT a copy of the complete grant agreement packet for your records and provide a copy to finance and other interested persons. - Once the grant agreement is fully executed, a request for payment will be made. The library’s financial agent will receive a check <i>or</i> ACH payment. - Fully expend ALL FY26 state aid funds in compliance with the 4.5.2 NMAC <i>by June 30, 2026</i>.

NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

FY2026 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	Recipient Name	Truth or Consequences Public Library
2.	Remit to Name and Address	City of Truth or Consequences 505 Sims St T or C, NM 87901
3.	State of NM Vendor #	54340
4.	Project Title and Legal and Fiscal Data	State Grants-in-Aid to Public Libraries Statute / Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	New Mexico State Library Contact	Carmelita Aragon, Carmelita.Aragon@dca.nm.gov
6.	Source of Funding	<i>State of N.M. Legislature - General Appropriation Act of 2026</i>
7.	Grant Type and Amount Received	Library Type Grant: Public Library Total Grant Amount: \$ 15,000.00 <i>(Total grant amount includes share(s) for any eligible library branch(es))</i>
8.	Allocation Period	Fiscal Year 2026 Fully expend <u>ALL</u> State Grants-in-Aid funds by JUNE 30, 2026 .
9.	Terms and Conditions of Allocation	The state aid program is intended to supplement and encourage local effort in providing local library service. A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred. State Grants-in-Aid funds may be used for: 1) library collections; 2) library staff salaries; 3) library staff professional development; 4) library equipment; or 5) other operational expenditures associated with delivery of library services. Grant recipients must report how all FY26 state grants-in-aid funds were spent in the FY26 Annual Report.
10.	Date	October 17, 2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.10

SUBJECT: Discussion/Action: Airfield Maintenance & Consumables NMDOT Aviation Grant Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: November 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Bi-Annual Grant agreement the city receives from NMDOT Aviation for the purchase of items pertaining to maintenance and consumables at the T or C Airport. Past funds have been used for building maintenance, annual QT POD fees, Septic repair/maintenance, vehicle and equipment maintenance, Airport consumables (windsocks, beacon lighting, pavement paint, runway lights/fuses), crack filling material, herbicide/pesticide, hangar door repairs, etc.

\$22,000.00 (\$20,000.00 GRANT/\$2,000.00 MATCH)

Recommendation:

Accept the Grant Agreement

Attachments:

- Grant Agreement
-

Fiscal Impact (Finance): Yes

\$22,000.00 (\$20,000.00 GRANT/\$2,000.00 MATCH)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-19-25

A-1330

Updated:07/2025

Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form



Date

Sep 9, 2025

Project Location

TCS - TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

Sponsor

TRUTH OR CONSEQUENCES, CITY OF

Address

505 SIMS ST.

City

TRUTH OR CONSEQUENCES

NM

Zip Code

87901

Participation

STATE ONLY

Funding Breakdown

90-10

Contract No. AVA1732

Project No.

TCS-26-01

Vendor No.

0000054340

Expiration Date 9/29/2027

Purchase Order No: _____

0000426724

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRFIELD MAINTENANCE & CONSUMABLES

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 20,000	\$ 2,222	\$ 	\$ 22,222

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of 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), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties 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.

14. Scope of Agreement.

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

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name

Title

Sponsor

Address

City NM Zip Code

Office Phone Fax

E-Mail

21. Amendment.

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

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: *Ricky Serna*
6040E8A6265842F...
Cabinet Secretary or Designee

Date: 09/29/25

Recommended by:

Signed by:
By: *Jessi Litz-Powden*
893A2037D7114CA...
Aviation Division Director
or Designee

Date: 09/22/25

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

Signed by:
By: *John Howell*
C750CEC1623D488...
Assistant General Counsel

Date: 09/19/25

SPONSOR

Print Name: Rolf Hechler

DocuSigned by:
By: *Rolf Hechler*
EE162605FD4941B...

Date: 09/22/25

Title: Mayor

EXHIBIT A

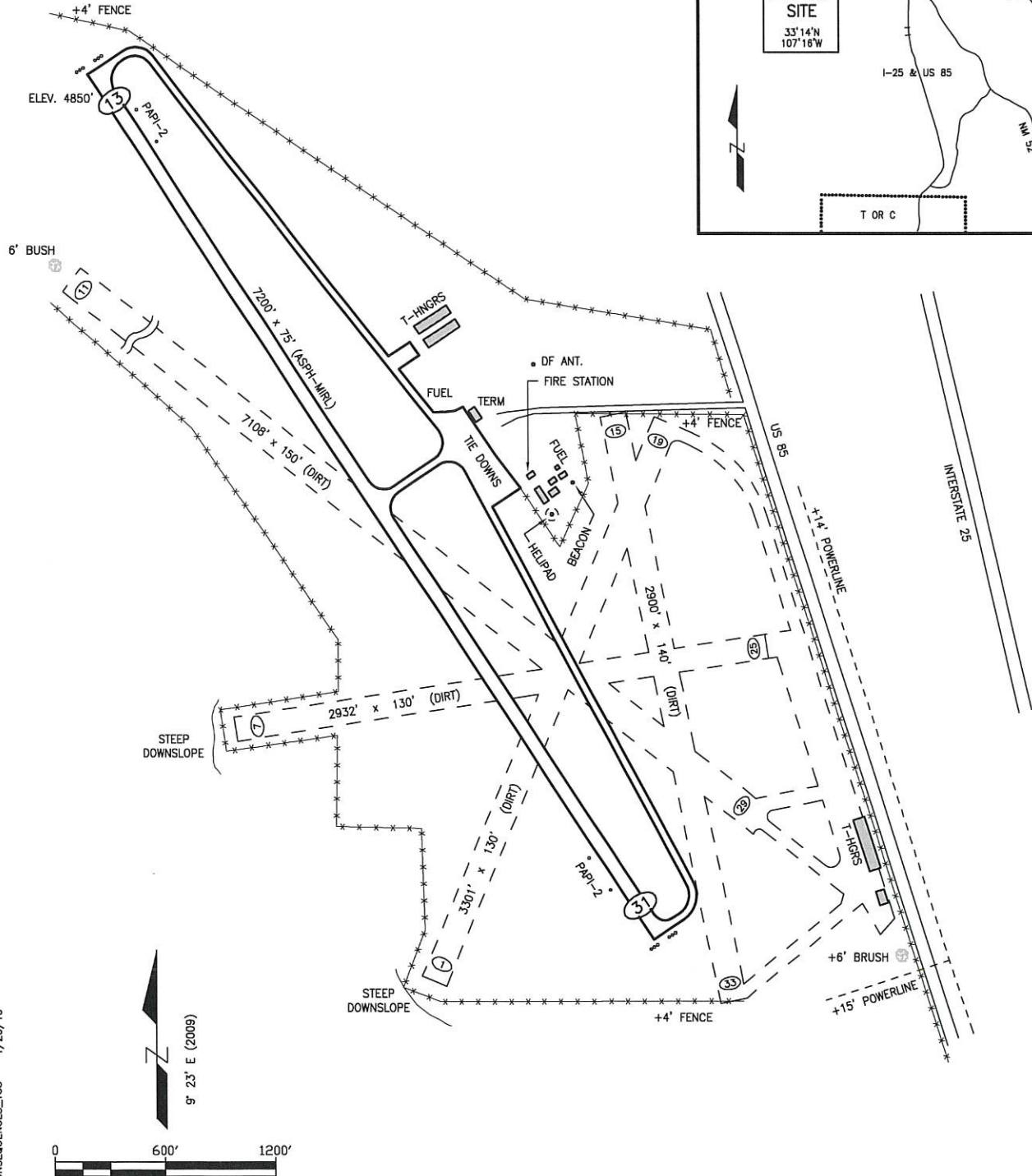
TRUTH OR CONSEQUENCES

TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT (TCS)

SITE NO. 14747.A

REMARKS:

1. QUAD. - 7.5 MIN. CUCHILLO.
2. BLADED RUNWAYS NOT MARKED.
3. TAXIWAYS 40' WIDE.
4. USAF HELICOPTER TRAINING ON AIRPORT.



TRUTHORCONSEQUENCES_TCS 1/26/10



0 600' 1200'

EXHIBIT B PROJECT COST

Project Location

TCS - TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

Project Description

AIRFIELD MAINTENANCE & CONSUMABLES

State		Sponsor		Other		Total	
\$	20,000	\$	2,222	\$		\$	22,222



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.11

SUBJECT: Discussion/Action: NMDOT Transportation Alternatives Program (TAP) Grant Agreement CN 1102370

DEPARTMENT: Community Development

DATE SUBMITTED: November 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

City received NMDOT TAP funding FY24 for design of Sidewalk Improvements on various streets adjacent to the High School, Middle School and Elementary School.

FY26 NMDOT TAP Funding Award for phase 1 of construction for sidewalk improvements along Smith St. from Date St. to Silver St. Funding awarded: **\$555,937.00 (\$474,990.73 Grant/\$80,944.11 Match)**

Recommendation:

Accept the NMDOT TAP Grant Agreement and authorize City Manager/Mayor to execute all applicable documents

Attachments:

- NMDOT Grant Agreement Email
- CN 1102370 Grant Agreement

Fiscal Impact (Finance): Yes

\$555,937.00 (\$474,990.73 Grant/\$80,944.11 Match)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-19-25

From: [Gallardo, Judith, DOT](#)
To: [Alvarez, Traci](#)
Cc: [Elwess, Alden L, DOT](#); [Replogle, Mark, DOT](#); [Fetherlin, Kimberley, DOT](#)
Subject: CN 1102370 New Construction Agreement for Entity Signature
Date: Thursday, October 30, 2025 10:02:49 AM
Attachments: [1102370 Construction Agreement signed by legal.pdf](#)

Dear Traci,

Attached is the draft agreement for your project, CN 1102370. Please review the document carefully. If you have no corrections or edits, kindly sign the draft agreement and return it to me via email at judith.gallardo@dot.nm.gov.

Please note:

- This is still a draft agreement. It is not executed until it has been signed by the Cabinet Secretary.
- Once executed, we will schedule an Orientation Meeting with your consultant.
- Additionally, please provide proof of completion of the TLPA Certification training as part of your submission.
- A separate set of plans, contract book, and estimate must be prepared for this project. I understand the design was completed under CN 1102250; however, since only a portion of that design is being constructed under this agreement, it requires its own set of plans, contract book, estimate, and certifications.

Your prompt review and response will help us move your project forward efficiently. Please don't hesitate to contact me if you have any questions or need clarification. Thank you for your attention to this matter.

Best regards,
Judith Gallardo, PE
NMDOT – SRD
575.323.4242



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

October 30, 2025

Ms. Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims St.
Truth or Consequences, New Mexico 87901

RE: Control Number: 1102370

Dear Ms. Alvarez:

Enclosed for your coordination of signatures is an original of the Cooperative Project Agreement for the project referenced above. Please return the signed agreement to your Region T/LPA Coordinator. An original will be sent to you at the time it is fully executed.

If you have any questions concerning this agreement or if I can be of further assistance, please contact me at (505) 819-8027.

Sincerely,

Ryan Gutierrez

Ryan Gutierrez
D3 & D6 Liaison
Project Oversight Division

Concur:

Region T/LPA Coordinator

CC: Sean Sandoval Project Oversight Director
Kimberly Perry Project Oversight Deputy Director

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No.:	
Vendor No.:	0000054340
Control No.:	1102370

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The New Mexico Department of Transportation (Department), and the City of Truth or Consequences (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: 1102370 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

- | | |
|---|-----------|
| 1. <u>FFY 2026 Trans Alt Urban Clusters IIJA - 5K to 49,999 (TAPUC) Funds</u> | |
| <u>Department's 85.44% share</u> | \$474,992 |
| Smith Street Sidewalks Reconstruction. Construction ADA - compliant sidewalks along Smith Street. Smith Street from N. Date Street to N. Silver Street. (Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. 1102370.) | |
| 2. <u>City's matching 14.56% share</u> | \$80,945 |
| For the purpose stated above. | |
| 3. <u>The Total Project Funding for Construction Work</u> | \$555,937 |

- b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
- c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
- d. The Local Agency is responsible for all Project costs that exceed federal funding.
- e. The Local Agency must repay certain federal funding to the Department if:
1. The Project is cancelled.
 2. An audit determines an overpayment or federal funds were used for ineligible cost items.
 3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
 4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.
- The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

- a. Title 23, U.S. Code Highways and its associated regulations
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
- c. 49 CFR Part 20, Lobbying Certification
- d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
- e. The Department's policies and standards
- f. The current Tribal/Local Government Handbook located at: <https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/>
- g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **6/30/2027**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

- a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
- b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
- c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
- d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, 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.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator

Judith Gallardo
South Region T/LPA Coordinator
New Mexico Department of Transportation
750 N. Solano Drive
Las Cruces, NM 88001
Office: (575) 323-4242
E-mail: Judith.Gallardo@dot.nm.gov

District T/LPA Coordinator

Alden Elwess
T/LPA Coordinator
New Mexico Department of Transportation
2912 East Pine Street
Deming, NM 88030
Office: (575) 313-7835
E-mail: Alden.Elwess@dot.nm.gov

Construction Liaison Engineer

Kimberley Fetherlin
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
750 N. Solano
Las Cruces, NM 88001
Office: (575) 635-9846
E-mail: Kimberley.Fetherlin@dot.nm.gov

Local Agency

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims St.
Truth or Consequences, New Mexico 87901
Office: 575-952-0565
E-mail: talvarez@torcnm.org

12. Amendment.

The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: ^{Signed by:} Samuel Roybal Date: 10/27/25
57B39FC4FE33B404...
Assistant General Counsel

CITY OF TRUTH OR CONSEQUENCES

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
Assistant City Manager

Approved as to form and legal sufficiency by the City's Attorney

By: _____ Date: _____
CITY OF TRUTH OR CONSEQUENCES Attorney

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Truth or Consequences
(ii) Public Entity's unique entity identifier (UEI);	YRPKBBHU1EJ8
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	Start date: Please see date on approved Federal Highway form thru End Date: 6/30/2027.
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$474,992
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Smith Street Sidewalks Reconstruction. Construction ADA - compliant sidewalks along Smith Street. Smith Street from N. Date Street to N. Silver Street
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit

2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).

The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over \$25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

- 1. Inspector General Reviews:** Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
- 2. Access of Offices of Inspector General to Certain Records and Employees:** With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
 - a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
 - b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.12

SUBJECT: Discussion/Action – Aging & Long-term Services Department (ALTSD) Junior Bill Appropriations Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: November 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

SJOA has received a Junior Bill Appropriation in the amount of \$35,000.00. Funds will be used to reimburse various expenses associated with the SJOA. City is the Fiscal Agent for these funds.

Recommendation:

Approved Agreement

Attachments:

- Junior Bill Appropriation Agreement
-

Fiscal Impact (Finance): Yes

\$35,000.00 Reimbursement Grant

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-19-25

Aging & Long-Term Services Department (ALTSD)
Junior Bill Appropriations Agreement

APPROPRIATION RECIPIENT: City of Truth or Consequences

<u>APPROPRIATION NUMBER:</u>	<u>APPROPRIATION AMOUNT:</u>	<u>REVERSION DATE:</u>
6200000000	\$35,000	June 30, 2026

APPROPRIATION LANGUAGE

For senior meal sites

Grant funds unexpended by June 30, 2026, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the ALTSD Exhibit A: Request for Payment Form, along with supporting document(s) that evidence the expenses to be reimbursed. The ALTSD will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date.

CERTIFICATION

I hereby certify that :

1. Shall only use the appropriation funds to carry out or perform activities described in appropriation language.
2. Shall comply with the State Procurement Code and the execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Shall ensure that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Shall follow the procedure described in "Appropriation Reimbursement" section for reimbursement of appropriated funds.

Entity

Date

Entity

Date

APPROVAL

In accordance with the authority conferred on the Aging & Long-Term Services Department by the statute appropriating these funds, I hereby approve this certification for appropriation number 6200000000 in the amount of .

ALTSD Agency

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.13

SUBJECT: Re-classifying IT Analyst position from non-exempt to exempt

DEPARTMENT: Finance

DATE SUBMITTED: November 13, 2025

SUBMITTED BY: Alona Niebergall

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

CFO Jocelyn Holguin has requested that our IT Analyst position, which is currently non-exempt, be moved to exempt status.

This position meets the exempt employee requirements of salary threshold and duties of a professional category. There will be no change in duties, compensation, or responsibilities.

Recommendation:

None. Presentation Only.

Attachments:

- -
- .

Fiscal Impact (Finance): No

.

Legal Review (City Attorney): No

.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 11-19-25



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.14

SUBJECT: Recommendation from the Golf Course/Recreation Advisory Board to appoint Ron Pacourek to serve as a member on their board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: November 13, 2025

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

This is a request from the Golf Course/Recreation Advisory Board to fill the vacancy on their board. The board is requesting the appointment of Ron Pacourek to serve a 2 year term on their board.

Recommendation:

Approval of the Recreation/Golf Course Advisory Board's recommendation to appoint Ron Pacourek to serve a 2-year term on their board.

Attachments:

-
- RAB/GCAB Board Member application.

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

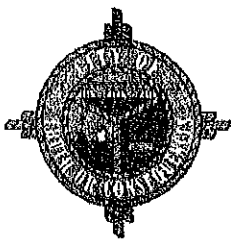
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-19-25



City of Truth or Consequences

City Boards Application

Name: RON PACOUREK Address: PO BOX 3246 TorC NM 87901
Phone: 575-740-4747 Email: ronp603@bajabbb.com

I am interested in serving as a member of one the following Boards:

- ☐ Airport Advisory Board ☐ Public Arts Advisory Board ☒ Recreation/Golf Course Advisory Board
☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Impact Fee Board
☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission
☐ Other: _____

My qualifications are:

I have been an avid golfer for over 50 years and have been around courses during that 50yrs. I have built my own set of golf clubs and for friends, family I re-gripped my own clubs. I drive my 34 ford truck custom golf cart to the TorC course when I play there. I have seen the fairways and greens aerated, seeding; sanding the greens. Which have not been done in a very long time. Pin (flag) placement on the greens in the wrong places. I feel I have value input to managing the golf course. I worked at the True Value for 10 years and managed it for 5 years. After I retired from same company with over 30 years of service.

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: Ron Pacourek Date: 9-23-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 19, 2025

Agenda Item #: I.15 (a)

SUBJECT: Purchases Over \$60,000.00
DEPARTMENT: Finance
DATE SUBMITTED: November 13, 2025
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Chief Financial Officer

Summary/Background:

I. NEW BUSINESS

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$60,000. 00).

Recommendation:

Items \$60,000 and over for Commission approval prior to issuing a purchase order.

Attachments:

- BUILD THREE PHASE LINE ON WEST SIDE OF INTERSTATE-NOTICE OF AWARD- ALLIED ELECTRIC INC.
- LOVE'S PROJECT

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

Yes, see attached: **\$198,412.72**

Legal Review (City Attorney): N/A

No, Statewide Agreement.

Approved For Submittal By: ☒ Electric Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11/19/2025

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

November 12, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: STATEWIDE PRICE AGREEMENT # 30-00000-23-00070

The Procurement Department along with Electric Department and Allied Electric Inc SWPA- We procured this project through Statewide Agreement. This project is in part of the Love's project, so it can add additional services.

I will defer to Bo Easley the Electric Department Director. Thank you.

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

\$198,412.72

Electric Fund: 503

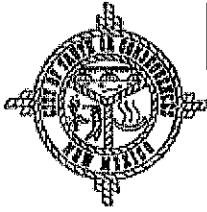
Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition #95539



REQUISITION

Requisition #: 95539

Date: 11/07/2025

Vendor #: 9350

ISSUED TO: ALLIED ELECTRIC INC
PO BOX 28430
SANTA FE, NM 87592-8430

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	1 POLES, CROSS ARMS AND MATERIALS		92,976.30 503-3702-47415	92,976.30
2	1 LABOR		83,160.00 503-3702-47415	83,160.00
3	1 BONDING		6,943.49 503-3702-47415	6,943.49
4	1 TAX		15,332.93 503-3702-47415	15,332.93

PO Description: BUILD THREE PHASE LINE ON WEST SIDE OF INTERSTATE

Detailed Description:

STATE WIDE AGREEMENT #30-00000-23-00070
PENDING COMMISSION APPROVAL 11/19/2025
LOVES TRUCK STOP PROJECT

Authorized By: _____

SUBTOTAL:	198,412.72
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	198,412.72



PO Box 28430
Santa Fe, NM 87592
+15054388899
www.alliednm.com

Estimate

ADDRESS

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

SHIP TO

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

ESTIMATE

5357

DATE

10/23/2025

EXPIRATION

11/23/2025

DATE

QTY DESCRIPTION

AMOUNT

All State of NM agencies, commissions, institutions, political subdivisions and local public bodies allowed by law - Price Agreement #30-00000-23-00070

Remove 13 existing single phase poles

Remove existing single phase overhead line

Furnish and install 11, 40' class 2 douglas fir poles

Furnish and install 2, 45' class 2 douglas fir poles

Furnish and install new three phase overhead line

New three phase overhead line will be 2/0 ACSR conductors and new 2/0 neutral conductor.

All equipment included necessary for our scope of work

Material

92,976.30T

252 Laborer, regular hours worked, wage decision project @ \$75.00 per hour

18,900.00T

252 Journeyman or Experienced Worker, regular hours worked, wage decision project @ \$125.00 per hour

31,500.00T

252 Superintendent, regular hours worked, wage decision project, @ \$130.00 per hour

32,760.00T

Bonding on projects over \$25,00.00

6,943.49T

We do not include engineering, arc flash studies, surveying, staking, landscaping, SWPPP plan, road building, grading, drainage, traffic control, traffic control plan, vegetation clearing or removal, correction of any code violations.

This estimate includes standard labor rates Monday through Friday 8:00 am to 5:00 pm. Any additional work or change orders shall be authorized by owner and will be billed, time plus material or an agreed upon price. This offer expires in 30 days.

SUBTOTAL

183,079.79

TAX

15,332.93

Please Remit To:
Allied Electric Inc.
PO Box 28430
Santa Fe, NM 87592-8430
Page 1 of 2

TOTAL

\$198,412.72

Accepted By

Accepted Date

Please Remit To:
Allied Electric Inc.
PO Box 28430
Santa Fe, NM 87592-8430
Page 2 of 2



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

Statewide Price Agreement Amendment

Awarded Vendor:
58 Vendors

Number: 30-00000-23-00070

Amendment No.: Six

Term: July 1, 2023 - June 30, 2026

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

Procurement Specialist: James Ortega

JO

Telephone No.: (505) 795-2516

Email: james.ortega@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: General Construction Services State-Wide

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

In accordance with Price Agreement provisions, and by mutual agreement of all indicated parties, this Price Agreement is extended from June 30, 2025 to June 30, 2026 at the same price, terms and conditions.

(Below is the list of all the vendors that agreed to participate in the extension of this Price Agreement)

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/27/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

Page-6

Awarded Vendors:

(AA) Not in SHARE

3B Builders Inc
1770 Hamilton Ln
Bosque Farms, NM 87069
505-553-0544
3bbuilders@gmail.com

Payment Term:**FOB:** Destination**Delivery:** 30 days

(AB) Not in SHARE

ALL IN ONE EXCAVATION, LLC
PO BOX 2692
Las Vegas, NM 87701
(505) 603-9510/(505) 795-5683
ALLIN1EXCAVATION@GMAIL.COM

Payment Term: NET 30**FOB:** Destination**Delivery:** JOB SITE/AS REQUESTED

(AC) 0000097177

APIC Solutions
5550 Midway Park Pl NE
Albuquerque, NM 87109
505-345-1381
orders@apicnm.com service@apicnm.com

Payment Term: 30**FOB:** Destination**Delivery:** 5550 Midway Park Pl NE,
Albuquerque, NM 87109

(AD) 0000053415

Advanced Environmental Solutions
2318 Roldan Dr.
Belen, NM 87002
505-450-8953
asaiz@aesnm.cm

Payment Term: Net 30 Days**FOB:** Destination**Delivery:** Per Contract Specs

(AE) 0000107401

All-Rite Construction, Inc.
PO Box 67904
Albuquerque, NM 87193
505-344-7663
Meshach@ritecon.com chrissy@ritecon.com

Payment Term: Net 30**FOB:** Destination**Delivery:** FOB

(AF) 0000009253

Allied Electric Inc
PO Box 28430
Santa Fe, NM 87592-8430
(505) 438-8899
george@alliednm.com

Payment Term: Net 30**FOB:** Destination**Delivery:** as requested by owner