

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Gary Whitehead
City Manager

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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, JULY 9, 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. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

1. City Manager
 - a. Police Department Update.
 - b. Department Head Report
2. City Commission
3. City Attorney

E. CONSENT CALENDAR

1. City Commission Regular Minutes, June 11, 2025
2. City Commission Regular Minutes, June 25, 2025
3. June 2025 Accounts Payable
4. Purchase report of items between \$20,000 and \$60,000

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 01 25/26 Open Meeting Act Resolution. City Clerk Torres
2. Discussion/Action: Resolution No. 02 25/26 Authorizing Acceptance of Water Trust Board (WTB) Project No. 6621-WPF Funding Offer; Flood Prevention Project; Cantrell Dam Breach & Watershed Drainage from New Mexico Finance Authority (NMFA). Assistant City Manager Alvarez
3. Discussion/Action: Resolution No. 03 25/26 South Central Council of Governments Annual Dues. City Manager Whitehead
4. Discussion/Action: Resolution No. 04 25/26 Authorizing Acceptance of Colonias Infrastructure Fund Project No. 6738-CIF funding offer; Water Infrastructure, Municipal WW Collection PER from the New Mexico Finance Authority (NMFA). Assistant City Manager Alvarez
5. Discussion/Action: Resolution No. 05 25/26 Declaring a disaster in the City of Truth or Consequences related to a natural tornado force wind event. City Manager Whitehead
6. Discussion/Action: Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals. Tyler Knull, Animal Control/ Code Enforcement Officer

G. NEW BUSINESS

1. Discussion/Action: Approval of Purchase Requisitions over \$60,000. Jocelyn Holguin, Finance Director
2. Discussion/Action: Statewide Price Agreement #40-000000-23-00023. Pluma, LCC for Foch Street project through Main Street. Jocelyn Holguin, Finance Director
3. Discussion/Action: CES-Pland- direct purchase for Foch Street T or C Great Blocks project through Main Street. Jocelyn Holguin, Finance Director
4. Discussion/Action: CES 2023-05-R123-All-Smithco, traditional purchase for Well 2 replacements. Jocelyn Holguin, Finance Director

H. ADJOURNMENT

The meeting will be streamed through Facebook Live on the City of Truth or Consequences Public Information Facebook Page

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

NEXT REGULAR CITY COMMISSION MEETING JULY 23, 2025 AT 4:00 P.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, June 11, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 1, 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 7-9-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JUNE 11, 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 via telephone
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
Jamie Forman, Water/Wastewater Supervisor
Sonya Renfro, Utility Office Manager
Buster Smith, Streets Manager
Brenden Anglin, Streets Supervisor
Deanna Knull, Police Department Administrative Assistant
Wyatt Graves, Service Center 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, and he asked everyone to keep our Country in their thoughts and prayers.

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 as submitted. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS:

- 1. Issuance of Certificates to the Hot Springs High School FFA, 4H, Scat Cats, and SkillsUSA teams.**

Mayor Hechler presented certificates to the Hot Springs High School Scat Cats, and SkillsUSA team members and coaches.

- 2. Discussion/Presentation: Truth or Consequences Vision Zero Safety Action Plan.**

Paige Wolfrom gave a presentation regarding the Vision Zero Safety Action Plan. (Complete copy attached hereto and made a part hereof).

D. PUBLIC COMMENT (3 Minute Rule Applies):

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

- We are really excited to have received the grant again from the New Mexico Resiliency Alliance, this is one that we apply for every year. Two years ago, we used it to do the Here's Your Sign project which resulted in artists working with business owners to get some new signage downtown like the mural on the Black Cat. Last year we used it for Show of Hands, which was the project where businesses could apply with an expansion idea, then the finalists gave a pitch to compete for funding for their idea. This year, we're using it for a project called T or C Curb Appeal. The most we could apply for was \$5,000. They came back and said that we can have \$6,000 since we've had a really good track record of successful projects in the past, and we've gotten everything finished on time. So, T or C Curb Appeal is going to be a program that provides microgrants to downtown businesses and property owners for exterior street-facing improvements. So that could be lighting, signage, painting, just small things that spruce up the appearance of buildings around town. Businesses will be able to apply for between \$200 and \$1200, and they will have to provide a 50% cash match on top of that. We're looking at having a little bit more than \$10,000 of improvements put into several places downtown. We're excited to put that

together. We will have applications out in August, award funding in September, and try to complete everything by November is the tentative timeline.

- We are also working on applying for a grant for a music series. If we were to receive this grant, it would provide between 7 and 10 free outdoor concerts each year. This would be a 3 year grant program. The idea is that they're family friendly, inclusive of all members of the community, so we would have different types of music that would bring in different segments of the community. Right now I'm working on the narrative and budget part of that and talking with some potential partners in the community about different ways we would need support if we do go through with this grant.
- For my last 30 seconds, I would like to take off my Main Street hat and make a comment as myself as a citizen. Regarding the Love's travel stop, I'm really excited about what it's going to bring to town but I do want to urge you to please encourage them to take measures to protect the environment, and particularly the night sky that we have here. It's amazing to me that I can walk outside in the middle of town and see the Milky Way at night. That's something where we don't always think about how fortunate we are to have that, and we want to do things that can preserve that. Thank you.

George Henson addressed the Commission with comments related to:

- I came to say more complaints. I had an artist situation that went to heck because of you people not taking what the petition said was art. The immediate need for change in front of the Family Dollar, as far as the concrete medium, the striping puts it to one lane where that's one of the busiest places to turn left into the Family Dollar. It took them 10 months to sweep up after they chip-sealed Austin Street a few years ago. The idea that this stuff takes forever to make changes is a problem. I saw an accident in front of Family Dollar about 10 days ago, and it's unnecessary. It's caused by the white lines funneling them into that one lane before the turn. Now, I've got condos that are now being lived in. They built a bridge that's going to cause an arroyo to flood through my yard. There's an essay of what happened on that ditch, and apparently, they have it named wrong as far as what it is, as a box culvert, it's actually just a tube that's not nearly big enough.

Alice Hutchins addressed the Commission with comments related to:

- We need to take steps that the new development in Sierra County does not contribute to the heat island effect that exacerbates storm water runoff issues or adds to environmental pollution. It is challenging to "green up" our existing parking lots, roadways, and commercial spaces even though we're making an effort. With the proper codes in place for new projects, we can look forward to a greener future. I am especially concerned about the new Love's truck stop proposal. Every Love's I have ever pumped gas at, is acres of concrete and asphalt, though they have amazing coffee. We must insist that blueprints include trees, shade, xeric landscaping, below-grade bio retention areas for storm water mitigation, and sub-surface infiltration systems. That is a mouthful, but it simply means not creating a scorching black asphalt desert that sends polluted runoff directly into the river system. To keep the asphalt desert from happening, we need to depend on our

current Planning & Zoning team, which is a great group of caring individuals. They need to be given the go-ahead to overhaul our current codes to better reflect what we now know about drought, our vulnerable water shed, and long-term effects of environmental pollution. The DOT, whether you love or hate the roundabouts, did a fantastic job landscaping them. They planted hearty, drought-tolerant plants below grade where they receive the most runoff. They installed irrigation to give them a good start. As the trees grow, they will provide shade, increase bird habitat, and lower the heat index. Something like this can and should be required for the Love's truck stop. The cost to the overall project is minimal, and it will set a positive precedent for future building in Sierra County. Residents in our community really value the natural world and are committed to its protection. Too often, though, it feels like we are asked to choose between economic opportunity and protecting our water and our land and our wildlife. Let's prove that we don't have to make that choice. Let's upgrade Planning & Zoning to include green codes for all new construction. Thank you so much.

Michael Hutchins commented addressed the Commission with comments related to:

- While I know that Love's truck stop proposal is just that, a proposal, I took a few minutes to review Love's February 26th presentation to you all. I hope more analysis will be done from the economics involved, and the impact on local businesses, but it appears to be a solid project. My question is, though, has the issue of light pollution been taken into account in the planning? Light pollution, especially one from a business as large as a truck stop, can disrupt the behavior of wildlife, including mating rituals, navigation, and migration patterns. We are surrounded by the most significant continuous East-West wildlife corridor in all of New Mexico, and I believe we should do everything we can to protect migrating birds and our local bat populations. Implementing dark sky standards helps preserve the natural beauty of night skies, making it easier to see stars and other celestial objects, something I like to do on my app called SkyView Lite. The new improvements to the historic Damsite buildings wisely include dark skies and lighting for this very reason. Dark sky standards prioritize responsible outdoor lighting by limiting uplift of light and reducing glare and using warm-toned light sources. Safety will not be affected in any way. A dark skies lighting plan isn't about no light, it is about appropriate light. These simple, inexpensive methods should be easy to incorporate into existing blueprints for a standard Love's truck stop project. But this is a big but, T or C needs to update its codes to reflect the community's concerns about the environment. Without the proper codes in place, businesses will choose the cheapest way to build. I do not believe this is in the best interest of our wildlife and watersheds. I'll be leaving a flyer with you all that highlights the principles of responsible outdoor lighting, and it is my hope that dark sky standards will soon be part of any building project in T or C.

E. REPORTS:

Assistant City Manager Alvarez:

- I am pleased to announce that we have received an award letter from the New Mexico Finance Authority Water Trust Board, for our flood prevention project for the Cantrell Dam breach and watershed storage. We will be receiving a total funding amount from NMFA for \$8,090,000. Of that, there's a 10% loan in the amount of \$809,000 and a 90% grant in the amount of \$7,281,000. Then we will have the cash match component of \$809,000. So, it'll be a total project fund of almost \$8.9 million for the Cantrell Dam. So, you will see that grant agreement coming down the line, probably around August or September.

City Manager Whitehead reported the following:

- Regarding Traci's announcement, congratulations to all of you, that's a project you've been working on for a few years, so it'll be nice to get that all together. We've met with the flood commissioner as well, we have commitment from some financial support, and then some consulting support, so we will be using the flood commissioner to help us with the planning and implementation of it. We have a lot of work to do, we needed a project and now we have one. We're excited and I was happy for Traci to be able to present that to you.
- We have a meeting set for the pay study, so Jocelyn, Alona, and the staff are going to meet, go through the training, and begin developing those plans so that we can present in the final budget our work forward on that. We're really aggressively on that. Jocelyn has led that charge, and it is moving forward.
- In the last few weeks, I've had some meetings with the folks from Sierra Del Rio, we have been working on the leased land they have with us on our landfill. They had leased that for 99 years and have asked to do a couple of projects. We have cleared some hurdles with the environment department, and we have met with their leadership team. So we will be moving forward to get them permission to execute the plans they want. They leased that land from us, they put their driving range on there, they have some requirements for maintaining drainage testing, and we have an old landfill we are required to take care of. We will finish working that out, but I think that's moving along nicely.
- We did receive a communique from congressman Vasquez's office, it looks like some funding we've asked for, for Clancy live station may be moving forward. We did receive from the core of engineers a questionnaire, so we will be trying to work that out. It's no commitment, but that feels like a positive step to get that project moving.
- We are still in the process of developing a work forward plan on the wastewater treatment plant. We're still waiting on a commitment letter from DFA on the \$1 million from the governor's office, that would give us around \$2 million that we could invest. We're developing a plan which would include improvements to the wastewater plant itself. There are a couple of apparatuses that are broken or not performing properly. We have some electronic issues we are beginning to price out. We are also going to make, what we consider a fair attack, on the VAC

system. We have a complete line and have already received a quote for that. So, we are putting together a \$2 million 5-7 year "band aid", if you will, and we will be taking that to meet with the environment department, Steven Deal, and try to get that put together so that we can get that working forward this year.

- I'll be meeting with Becca, she's working on the music series, but if you remember I asked in the budget if we could get some funding to do some local concerts. I'd really like to do 3-4 concerts this summer on Friday evenings. Kind of a small-scale downtown celebration. Our team is excited about seeing what we can do, and if the grant comes through, we would really have a foundation on how we could potentially move forward. Something by the Healing Waters Plaza, and of course the county wants to help us with that, they have a bus. We will be working on putting that together in the short-term, it may not be full-tilt this season, it seems like it will take a little bit of time, but we will get that going.
- I've started the work on the golf course, it's getting greener. If you've been out there, you may have noticed, it still looks a little shaky, but we're working on it. We have an uphill climb there. We did not complete the application for the liquor license, so I've started that process and will get that finished. I am also going to make an application for a liquor license for the Civic Center. I've spoken with Alcohol gaming, we are eligible, we can have a license at any location that we choose, and I think that's something we should really consider as we move forward. We're working on plans, I'll be trying to get together a group to finish the kitchen idea, we have some ideas to make that catering, and we want to do some lighting. David's got some ideas he's been sitting on, so we will try to, in the next year, continue working on that.
- If we could bring up the website, I don't know how many of you have gone to our website, but I am really proud of the work that Carrie is doing. It's really different, and if you go to the bottom, you can see we've got some different stories, and we're trying to create a better storyboard for the city. Last week, in the newspaper, we're purchasing a quarter page, the newspaper has contributed the rest of the page where we're going to do stories, it's not perfect yet, it's growing and we're going to get it right, but our vision would be that you can go to Facebook and it would drive you to the website, you could go to the newspaper, and it would say something to lead you to the website, and get all the information. This is so that we can start gleaning more public input on our website. Carrie's doing a great job, I know she's here and I want to thank her. She's got a good vision and she's really working hard. If you click where it says WSPI-1, you'll be able to see a story this week in the newspaper that would talk about WSPI-1. Now you can go to this page on the website, and see what it is, how much it is, and if you click on the maps, a citizen could come in and look at all the areas I had the engineers outline and put the verbiage to what the area is, why we're working on it, how much linear feet it is we will be working on, and in the course of the next month, we will get every project up there so that if people are wondering what we're doing, we can tell them to go to our website and they can see the story we're telling. We will put Cantrell in there, and every single project will be listed individually. You'll be able to see it on the website, find a link to it, you'll find a story in the newspaper, you'll find some stories other places,

and we are trying to do a better job communicating what we are working on. I'm really thankful for Carrie, she's done a great job, it was a good step on your part as a commission to decide that we needed a PIO, it's been really beneficial to all of us. The staff has fully embraced it, I see lots of emails back and forth. We've encouraged our department heads that if they're doing something, take a quick photo, send it to Carrie, give her some verbiage, so she can get it out there. If you go back to the main page, for example, you can see that we had an accident on Main Street, up on North Date, there are some light poles out. So a resident can come here and see why those light poles are out. We are doing our best to tell these stories, water leaks, everything is there.

Mayor Pro-Tem Forrister: I also want to add, not just on the website, but on the City of Truth or Consequences PIO website, she has been really active on there, and the things on there, she is also putting them directly on Facebook. Some people don't ever go there, but since she's putting direct links, they can go there. I have said this time and time again that we probably needed to put job postings on the homepage, and I do see it there on one of the tabs now, which is a lot more user-friendly. Before, you had to really search for open positions, but I think it works well how it is now. Again, Carrie has done a great job listening and trying to make it more user-friendly. I think we are on the right track and we will continue to try and improve our ability to communicate, and at least tell our story.

- We are now looking with Landus & Gear, who provided the electric meters for the city when we did that project a few years back. The vision at that time was when we went to water meters, we could use the same network so that both the water and electric meters could feed the information. Somehow that got a little disconnected over the MSD project, there was a challenge. But we have put that back together and we now have a proposal from Landus & Gear to come and finish out the network, which we will do through the Electric department, it's not a big expense, and we are beginning to design, and will have all the water meters going forward, and all the projects that you see will now be a brass master meter with the Landus & Gear technology so that it will be connected on one system, it will work through one process, and we are really excited. Believe it or not, the pricing has come in at a very good level where it looks like we may be able to do more.
- Next week we will be meeting with Williamsburg, we are taking our entire team out there to understand the challenges and nuances of contracts and agreements that we have with Williamsburg. I am anxious to report on how that goes.
- Yesterday we had a meeting with NMDOT. They brought their engineering team, we had the state fire marshal's office here, they both met and walked through the downtown locations to look for areas we can potentially set up some different zones. Through their conversations, they have come to a resolution on how they will potentially make some changes downtown that would create safety for both. That's what came out of the meeting, it is really that fire safety and traffic safety are one and the same, and the goals are for safety. We just had a presentation on safe roads, so the concept was, "Let's find the best way to preserve safety for

both ends." And both those parties came together and came up with a solution, so we will be moving forward with some changes there. There are other things going on in the city besides just safe roads, so they will also be looking at those manholes as you enter downtown, the series of four manholes that are very rough to drive on. Our road department brought those up to DOT so they can look at that. We have agreed on a speed adjustment plan throughout the entire city, so if you go from the roundabouts to Williamsburg, there are different signs. There's a 40 mph sign at one point, there's a 25 mph sign from the post office, so we have asked the DOT to balance that. So, when you exit the roundabouts going south, the speed will return to 35 mph, it will remain 35 mph until it gets to about 3rd street, where it will drop to 30 mph, and then drop into 25 mph in the downtown zone, it will leave at 25 mph, go back to 35 mph at the top of the hill, and 40 mph all the way through. So, we will have a consistent speed all the way throughout town, which is really helpful for the police as well, because I think we are doing some enforcement on one side, it's different. Finally, we've asked for some help on the fairgrounds for the baseball tournament that's coming up, so DOT will help us with some signage and adding a crosswalk there. We can't paint a crosswalk because we don't have ADA access points, but they are going to allow us to mark it with special event signs. We are expecting 600 people here for the tournament and we think they'll be wanting to park at the baseball fields at the fairgrounds just to get across. We have been doing quite a few things here, and I'll stand for any questions.

a. Police Department Update.

Deanna Knull, Police Department Administrative Assistant, reported the following:

- The police department responded to 1,038 calls in May. About 589 of those were general calls. Animal Control got about 122. Right now, we are down 1 animal control officer, but Officer Knull with Code Enforcement is trying to pick some of that up as well.
- There were 15 motor vehicle accidents.
- There were 10 sky reports, and I would love to see that number go down.
- There was 1 SRO, hopefully we won't have any more of those right now with school being out.
- We had 54 case follow ups
- 2 DUI's
- Officer Knull responded to 4 codes
- 241 Traffic Stops, receiving over 150 citations with some warnings
- The officers were working on the NMDOT safer grants, mostly ENDWI and Step. They worked a combined 64 hours of those for May
- Chief Tavizon and I went to the Law Enforcement Coordinators Symposium put on by NMDOT. It is mandatory for those agencies that are receiving those safer grants, and we learned a lot about what's coming in for new law, some briefings, and different things DOT is involved in throughout the year, crashes, to try to put

some perspective on how to move forward with making the streets safer for everybody across the state.

- Background Investigations was attended by Lieutenant Jacques and Detective Jeffers.
- I attended the CJIS (Criminal Justice Information Services) Making the Connection training. Pulling connections is a branch from the FBI where we can find out where different connections are so we can get those blue alerts, amber alerts, silver alerts, NCIC for stolen vehicles, different things like that, so we can try and pull different resources together, it's one area where we can pull all of that information and try to get a comprehensive plan. To try and find missing persons, to find stolen property, and statistics for crimes.
- The events this last month in May were Fiesta, which in my opinion went very well, it was a wonderful weekend. Also, Law Enforcement Appreciation week. We didn't have such a big bash, but it was nice to be able to let the officers know they appreciate them with little things throughout the week. Obviously, I try to do that all the time, but there were people who came in and thanked our officers, and it was a very kind week.

b. Department Head Reports.

Sonya Renfro, Utility Office Supervisor:

- The city now has our own newsletter, which went out this week, thank you to Carrie. I think it will be wonderful to have the newsletter. It will also have important numbers on there.
- We have also been working on switching out all AMI solar meters. Bo had to order numerous meters because we didn't have enough when we first went AMI. We have been trying to come up with the best way to do that, and we have just been doing it as we bill. So I sent them out for the re-reads, then they do the switch, it works out better that way so that we don't miss anyone.
- I have also been involved with City Manager Whitehead and Assistant City Manager Alvarez, and I've been dealing with Chris Clark from LNG, he's our New Mexico representative for the water meter infrastructure, I'm excited for that, it's going to be nice to be able to disconnect or connect from the office, as opposed to waiting for someone to do it.
- Currently, we are down to 3 people in the utility office. It's myself, Chelsea, and Jessica. We do have our collection customer service job description ready. I'm just waiting on Alona to finish that up and get it out. We are hiring one full-time person for the front. I think we only have one application right now. We are a little short-handed, but everything is working out great. We have been working really hard in the utility office, Chelsea and Jess, they are my long timers, they're faithful, and hopefully we can find another person to fill in the void, but we are doing well at the moment.
- Sanitation rates and the scale house are going to go up in July, so that's something else we will have to do.
- We have been working with collections. City Manager Whitehead and I have been working on utility processes and procedures. We have been trying to come

up with solutions for how we can make sure accounts are paid when people leave. We are looking at raising deposits for customers. We haven't raised them in the 13 years I've been here, so it's something that needs to be done anyway. We need the deposits to be able to cover the cost of the meter and perhaps any leftover bills. We have also been sending letters to people who owe us money. Yesterday we actually had two accounts come in that were delinquent and got paid up, so we were able to restore power. One of them was actually a trailer park.

- We are asking people to update their phone numbers when they come into the office. We would like to be able to move forward with text messaging in the future, to let people know about high water usage and other things like that.
- We have had a few issues with tampering with water meters. Jaime and I have worked together on that, we have had to report them to the police department. I would like to give a shout-out to her meter reader, Renee, he is really good about keeping us in the loop.

Mayor Pro-Tem Forrister: Regarding the open position, I know some students that graduated, but they may not be 18 yet, and they are not necessarily college-bound, so they are looking for a job or career, is that something we are willing to work with?

City Clerk Torres: They can go through Alona, and she can refer them to Workforce Solutions. They can go through Workforce Solutions until they turn 18. Once they turn 18, they can possibly get hired full-time with the city.

Sonya Renfro: And that's the direction we want to go in the utility office, we want younger people who may want to work their way up, and maybe 35 years from now leave as city manager. That's the best scenario, so absolutely. Anyone who is looking for work, please send them our way.

City Clerk Torres:

- As you know, we have Abigail in our office, so we are fully staffed. She just received her Notary Certification, so all three of us are notaries.
- Right now, we are working on rental agreements for the Gardner Learning Center. We have 4 rooms we will start offering to the public. We talked about the fees yesterday, and I am working on the rental agreement. At the next meeting, we will bring you a resolution for you to approve and then we can get that started on that.
- We are working on subrecipient agreements. Gary and our staff will be meeting with the applicants on Friday to go over their agreements, then that will be brought to you at the next meeting as well. Our Lodger's Tax board is already looking at applications for this coming fiscal year, some of which will be presented later in the meeting.
- Just to go off of what was said during public comment, the Planning & Zoning board is currently working on amendments. They are taking sections of our Planning & Zoning code that they feel needs to be updated, and they are having

workshops at each meeting. At one meeting, they'll go over one topic, and if they feel they still need more time on it, they will continue to discuss that topic at the next meeting, and they will go over every topic they feel needs changes. Once that's done, we will put it in the form of an ordinance, and we will bring it to the Commission to start the amendment process.

- Since we are on Facebook live, I would like to put this out to the public, as you know, the City Clerk takes care of the cemeteries. Once people order a monument, the Parks Department removes the temporary markers from the lot and they bring them to our office so the families can pick them up if they wish to do so. We have a box full of them, so if there is anyone that bought a monument for their loved ones, and would like the temporary marker, they can go to the Clerk's office to pick it up.

Mayor Hechler: Is Planning & Zoning going to take on the night sky any time soon? The reason I'm asking is with Love's coming in, if we made some changes, would that affect Love's Truck Stop, or do we have to work with them individually?

City Manager Whitehead: We would probably need to work with them individually, it might be difficult within the code, I haven't looked at the night sky provisions, and I would take the input today to say that we probably don't have a very good code in that area. We would probably be working directly with Love's, and I would take them at their word, they've been very forthcoming, and I think if we present the right information and some quality ideas, I think we will be in a good position. As for presenting it, the vision that we've set out for Planning & Zoning, Angela's done a good job describing it, we have challenged them to say, we can't change the code one issue at a time, it's too difficult. So, let's take this year and put items that the Planning & Zoning board thinks needs to be adjusted. Let's talk about it, debate it, and create a position paper to move forward. I think the night skies and those green initiatives should come forward. We absolutely could take the public input from today and present it back to the Planning & Zoning board as another issue that we think deserves the workshop attention. We want to make sure that the Planning & Zoning board is doing more than just showing up for the meeting, they want to do more than just be there, vote on potentially a variance or a change, and then go home. We have business that we're doing, and one meeting at a time, we will take a little bite out of the zoning code to see if we can come, in a year, with 7, 8, or 9, potential improvements to the code that would allow us to make changes. Once we get to that, we would start the process, it is an ordinance, so it would take some legal work, but that's the plan. The goal that I had was to make the time of Planning & Zoning useful, so we have said, let's do this while you have your monthly meeting. It's a public meeting, a posted meeting, the public is welcome, so the Commissioners could attend, they could serve as members of the public. You could have input in that, participate and listen, if there were any items. We are trying to get that meeting posted a little sooner, and this was the first meeting where we had done so. One of the "asks" of Planning & Zoning was, let's say we are going to do a variance,

let's get that to them a week before the meeting, so hopefully you guys can see if they're going to talk about the night sky, or green provision, or whatever it may be, so then you would know if you'd like to attend those meetings.

City Clerk Torres: We will include the Commissioners when we send out the agenda packets so that you're aware of it, and I will put out a quorum notice for each one just in case.

City Attorney Rubin: We might want to talk more about the interplay between the Planning & Zoning Commission and the City Commission. What the Planning & Zoning Commission is doing is serving in an advisory capacity to make recommendations to you, so that doesn't mean you shouldn't show up to the Planning & Zoning meetings, but we want to keep that in mind about how we would want to work that out.

Mayor Pro-Tem Forrister: And whatever changes, it still has to come to us, they're making a recommendation to us, I would just like to maybe be involved in that a little more on the back end, so when it comes to us, we know their thinking and process behind it. Even just posting, maybe in the agenda, so we can see if that's something we're interested in.

City Manager Whitehead: I would say, to support you both, our staff does a great job of posting the minutes, so you can read about the meetings. Not only is it a debate, but I've asked each member of Planning & Zoning to create a position paper, to give it thought and put it in writing so that when we present to you, we have 5 opinions and thoughts that you could read through and see what is consistent or inconsistent. I think that goes a long way. We're really trying to create a better narrative, to try and improve the code.

Mayor Hechler: We've all encountered zoning issues, there's the camping thing, mobile homes being hooked up, those things need to be addressed at some point. I love your idea of methodically going through them one at a time, it doesn't have to be done all at once, we can attack 3, 4, or 5 a year, and that won't overwhelm anybody, but slowly fix our code issues. I think that's a perfect approach so thank you for that.

Jamie Foreman, Water/Wastewater Supervisor:

- Over the last 3 months, we have fixed 66 leaks. We have approximately 10 leaks currently that my crew is working on as we speak. The crews have been moving in a conveyer-like motion, so one guy will go out and start today, the next crew will go out to finish the dig and repair it, then we have another crew member that will cover the hole, so we never lose momentum and no one is ever sitting around.
- We had a water loss of about 42% average over the last 3 months, however, May has been our lowest water loss since I started in 2023, at 28%. We have

fixed some major leaks and have gotten our water loss down to acceptable parameters.

- With Wastewater, we had a subcontractor with NMED, Robert George, come out. He was at the Wastewater Treatment Plant for approximately 6 hours. His goal was to see if there was anything he could recognize that needed to be fixed or improved, and he did do on-site trainings. In his report, he found deficiencies at headworks the clarifiers, and we needed to close our clay drying beds. He has given us some ideas on how to either repair or replace those items, and I am working with Gary on getting those pushed through.
- I have received my Water 2 as of May. I will be going on to train for my Wastewater 2 shortly and then proceed to my Water 3 within the next year.
- I have 3 laborers that are testing within the next couple of months to receive their Water 3.

Mayor Pro-Tem Forrister: So, we are down to 10 active leaks. I think the public needs to understand that the more leaks we fix, the pressure changes and we will continue to have leaks until we are repairing big sections in our lines. It's not ever going to be zero.

Jamie Foreman: It's not ever going to be zero, we are identifying lines that we've been out to fix more than once or twice, and we are replacing those service lines as we identify them. That way, we're not replacing the same line over and over again.

Mayor Hechler: Here's a step for you, in 2022, we had 422 leaks. That's for the entire year of 2022. That is what inspired us to try and get the money to get all these leaks fixed. Having that knocked down to 10 leaks is very good. Good job.

Jamie Foreman: And we ask you and the public to report any leaks you see because we cannot fix it if it hasn't been reported to us. We do drive arounds in the city to see if we can find them, but we are human and we do miss them. Even if you think it's been reported, please report it again so we are aware.

City Manager Whitehead: I would just add, as agreed, we put together a contract with Jamie, when she passed level 2 then we'd move her to Supervisor, so she's actually running the department. We've also been able to get an admin assistant which will go a long way. So there's some stability there. We do have a contractor that's doing our Water/Wastewater level 4, we're still with Jessie Cole, who is technically the operator of our system. He's had some health issues this month, but he has been communicating by text and call with us, but he's really at home. He's had a kidney issue and he's waiting for some things to change so he can have some additional healthcare, but we are all working together. Jamie is the supervisor and we will be working on a couple of foreman spots, but it feels good, stable, the crew works well, they smile a lot and really do get the job done. I think it's a testament to what you guys did, you dealt with the hardest part. Jamie has warned me that we are fixing to get into the busy season where the

number of leaks will probably be higher, as we start using more water, but hopefully we can keep it around the 20 mark. I would encourage, if you see a leak, email it to me or Jamie and ask if that's on the system. There are some small leaks that we may have missed, someone may have not reported.

Mayor Pro-Tem Forrister: And what is the public supposed to do on their reporting?

City Manager Whitehead: There's still a number to call, they can call the doppler system, which we're keeping.

Jamie Foreman: We do have doppler, and with Sonya, we are working on updating phone numbers, we are also working on getting a system called Notify through Doppler. If we do have to shut down water in a certain area, it will send robo-calls and texts to those people that are located in those areas. We are posting it on Facebook and the website but people don't always see it. This way, they will receive an email, text, or a robo-call through that system.

Mayor Pro-Tem Forrister: Through Doppler, can you text or do you have to call?

Jamie Foreman: So you have to call in initially, but then it will send you a link where you can upload pictures of the leaks or text in updates. It's very helpful, especially when their description of the location of the leak is confusing. That way, we can locate landmarks and find the leak.

Mayor Pro-Tem Forrister: The guy that came out to Wastewater, I know the head works is something we knew already, what about the shutting the clay beds?

Jamie Foreman: That was something that had been reported in previous years, and we weren't aware of it. NMED would like to shut down the clay beds because we are so close to the river. It does drain into the ground water, so we are working on closing those out and possibly putting concrete in them to reduce the water shed going into the groundwater.

City Manager Whitehead: Back to the clay beds, the first option would be to destroy them, but we presented the idea to pour concrete to create a flat pad, then we could move our solids from the wastewater plant from the front of the plant to the back, that's probably the worst smell that we get from the plant, when we have solids in there curing. People can have that, it's compost, but it takes about a month to be ready, so we end up with some odor. We are looking at our options for that area to reduce odor pollution.

City Manager Whitehead: Before they start, Amanda, we think you're right on with growing our own, and helping people come to work. Buster has brought Brendan on, and he'll introduce him. This is a young man that's from here, wants to learn more about the admin side of what we do, and we're going to bring him along and you will see Brendan do more on the admin side of the road department.

Buster Smith, Streets Department Manager:

- As Gary said, we are going to bring Brenden on, and start mentoring him and teaching him, as well as letting him do some more here with you guys. With that said, I will let him take over.

Brenden Anglin, Streets Department Supervisor:

- The street department has been awarded grants through the Map and LGRF funds. The Map grant is from Mainstreet to Pershing, Pershing to 2nd avenue, and Pershing to Date. The LGRF grant is from 2nd and Date to Ash Street. The work on these two roads includes asphalt, sidewalk, and meeting ADA requirements.
- We also recently made a request for grant funds for improvements on Silver Street up to Smith Street, and back down to North Date. We are currently waiting to see if we will be awarded that funding.
- Our next project is helping the police department expand their section of the shooting range for training and educational purposes.
- We are also working with OJ on the baseball fields, and we are currently doing that for the All-Star games coming up.
- We are maintaining roadways and handling complaints as they come in.
- We spent a couple weeks cleaning ditches throughout the city for the upcoming monsoon season.
- We installed 4 speed dynamic feedback signs on the school zone roads. The signs collect data on the speeds and the number of vehicles that have passed through. That information is shareable, and people can log into it. It will be a very helpful tool for us.
- Between ditches and potholes, we have also filled 15 water cuts and fixed a couple of dirt intersecting edges with hot mix as well. We run on Bartoo's dime when it comes to hot mix, so it's not as much as we want to do it.
- We have taken out the old, rusted grate on Daniels Street and replaced it with new concrete and a manhole lid for safety purposes for the public. It was time to go.
- We had army court engineers around May 14th to do another dam inspection in Cuchillo. We are still waiting for responses on that.
- We have been working with Paige for the safe roads for all programs and getting things implemented with that and seeing how things work out. Hopefully we get funding in the future for that.

Wyatt Graves, Service Center Supervisor:

- We have been over at the golf course, to get some equipment running. Gary has been wanting to get that taken care of, so we have been over there to get some things running that haven't been for a while.
- We have been helping OJ get another couple mowers ready for their All-Star tournament. We were able to find some vendors to get parts for some of our heavy-duty mowers easier than our normal vendor.
- For the 14 units you approved to go to auction last time, they will be going live online next week. I have been keeping up with EJ from JJ Kane. We will also be posting for another auction to come up soon, I know the police department has some units they'd like to dispose of that are just taking up space.
- We have purchased a new air compressor, at the end of the year, we will be getting that installed. The previous model had been in the back of the building for over 20 years now, so we will have some new air pressure.
- Some folks up in Albuquerque are doing a training for hydraulics, I'd like to send, if not me and one mechanic, maybe both mechanics, I'd just like someone in the shop that is available to fix things. That will be mid-September.
- Other than the field fixes and having a lot of stuff in and out of the shop, that's about all I've got for you unless there are any questions.

2. City Commission Reports.

Commissioner Mitchell reported the following:

- I just wanted to say that I really enjoyed the department head and city manager presentations. It's a really great way to not only inform the commission but also the public. It was much better than reading an email
- Thank you to Gary for getting the golf course up and running. I have heard lots of compliments and I think it will really help our revenue there. I'm excited that we will get the liquor license back, and about the upgrades to the Civic Center.
- I'd like to give a shout out to Carrie, our PIO, she's been amazing. The website looks pristine. It's been really good public relations.
- My report is basically swimming pool, swimming pool, swimming pool. Getting the hours set, getting the programming in, getting staff trained, I've done some 4 lifeguard courses which is the most I've done in a season. I certified over 22 guards between 3 cities, Socorro, Hatch, T or C, and various programs. So when they go out there and say, "There are no lifeguards." There are lifeguards, we just have to go get them.
- Swim team had our first meeting at the YMCA in Albuquerque, it was fantastic. Swim lessons are rolling, we have over 60 swimmers enrolled in our swim lesson program. I'm doing lessons 4 days a week, myself and the swim team.
- Temperature of the pool has been perfect, chemicals are great, it's clear. Everyone's loving it.
- I did attend the Lodger's tax board meeting in May to request funding for a Fall Fiesta. Kind of a re-launch of our 75th anniversary. I would like to talk with the commissioners, especially Mary Jo and Amanda, about doing another gameshow

and making it like a city celebration. We were approved by the Lodger's tax board for about \$10,000 for advertising and promotion. I think we're voting on that today. We would love to be able to wrap this into a trial-run for the Summer music series, and try and get this organized so that if we do get that grant, and partnering with Main Street, to kind of make it to where we do monthly, or at least quarterly, block parties, I think that the community would really be supportive of that and we could make it engaging for everybody.

Commissioner Fahl reported the following:

- The Turtleback Trail Network, we meet every two months. We just met yesterday. We are continuing to work with our goals on footbridges, working with the BLM to develop maybe 2 specific non-motorized trails so they can start putting that in their planning process.
- The education committee is still working on developing the signage for the grant that we got for county Road A-05.
- I should have said this when you were up there, Angela, but what Michael and Alice talked about, there were things that never even occurred to me in our Planning & Zoning. I talked to them about dark skies, but I never thought about the different kind of lighting. I travel a lot alone and I stop at Love's truck stops because they have nice clean bathrooms and it's a safe place to stop. I was concerned about lighting in the parking area when someone travels alone, that you want to make sure the lights keep you safe. Michael has an idea about that that I didn't know about. If Love's comes through, I think that's real potential for other things. Other businesses follow that. The ideas of having shading and stuff like that are good things that we need to have for other potential growth. Since it's not in our codes now, the way that Gary talks, I believe they'd be willing to listen to us, but we certainly need to think about including that for business development, because there's all that area over there that is ripe for more development. Isn't there a new hotel coming over there? Behind Holiday Inn Express?

Assistant City Manager Alvarez: Nothing's come across my desk.

Mayor Hechler: There's been rumors.

Commissioner Fahl: Well there was a picture in the paper that said they were coming. Anyway, if we don't have those in place now, it's a great time to have that foresight and really start planning for that development. Really good things that they pointed out.

Commissioner Hoeppner reported the following:

- Pretty much everything was said, but I'm happy to see that we are moving forward, especially including the public. Once again, Carrie, thank you for everything you do that is helping us move forward, and to help us inform the public as to what we are doing.

- I am very happy to see the department heads give their report, so that the citizens of our town know what is going on. We are trying to stop rumors with real information. I would like to encourage citizens to take the opportunity, when there are events open to the public, to attend and to inform us of your concerns. When we don't know something, how can we act? It takes a village to move forward.
- I am happy to see the Zoning report, that they are doing those workshops. I hope this idea spreads to other Advisory boards as well, to help us to make the right decisions to move forward in the future.
- I think we are proving that we are listening to the community as well, our new city manager is doing a great job of having an open-door policy as much as he can, and he is bringing all parties together to come to a compromise and make positive solutions to better all of our lives here.
- As a small business owner, I would like to encourage everyone this summer season to go to the lake and support Elephant Butte and their businesses as well. We are also trying, downtown, with future events, with live music, to bring our local community together and provide more things to do in town. I would really love to see more of you guys coming downtown and supporting us so that we can also move forward, and plan more events for you guys. It is important to build the community, so that during hard times we are not split apart, but so that we come together to support each other. What better way to come together than to support local small businesses. As a commission, we try to do as much as we can for the citizens, to provide a nice clean, safe town to live in.

Mayor Pro-Tem Forrister reported the following:

- I just wanted to mention that the summer feeding program for kids through the school has begun. You can get breakfast 8:00am-9:00am and lunch from 11:00am-12:00pm. It will go until July 11th. I believe it will be held at the school, but there may be one at the park as well, I'm sorry the text I got didn't mention that.
- I would also like to give Carrie a shout-out. For her to be able to send a link to what is actually happening, where those leaks are, and just kind of staying on top of that, it helps a lot. Facebook generally is where people are badmouthing and saying untrue things, so it's nice that she can go and set the record straight. On the other end, I came across a post, I believe it was at the end of May, around May 30th, on the square, and it was somebody trying to find the man that drove the white cop car because he was very nice and helpful, and just stopped to talk to her while she was walking her dog. It was sergeant Mike Vega, so I sent it to the chief just to get him that shout out. It has been really nice to see those positive things in the community, so I wanted to give that shout out to Officer Vega for that.
- Next weekend, the 19th, 20th, 21st, 22nd, and into the 23rd, is our All-Stars that is going to be happening. If you get some time, there is lots of baseball that will be played out there, go support our youth, it's really a cool thing that All-Stars is being held here in our backyard.

Mayor Hechler reported the following:

- I attended a Colonias meeting at the Sierra County Commission on May 15th. This was a meeting after Gary & I had gone to the Las Cruces meeting asking for \$191,000 for an end-to-end wastewater engineering report. It looks like we will get funded for \$191,000, but we won't get the award letter until September. A lot of municipalities did not get funded because they didn't get their audit reports in, or they weren't finished and ours always is, so good job.
- On May 22nd, I chaired the South-Central Regional Transportation & Planning Organization Meeting. There's about \$15 million available for our area for transportation needs. We did have a presentation by Brendan to request funding for Smith Street sidewalks near the school and road improvements there, nice job. This is our 2nd year, which means we have a better shot at getting that funding, but we will keep at it until we do, I think it's important that we do.
- I was going to talk about the hospital, but I think I will save that until the next meeting because I have a meeting with the JPC next week and I will have a better update then.
- We do have two representatives now that will be working with the South-Central Solid Waste Authority, they are doing a 30-year plan. We have a representative, Wesley Meyers, from the sanitation department, who will serve on that committee. From the city of Elephant Butte, we recruited Smith, who is the maintenance supervisor. He will serve on that committee so that we have some representation in our area to address our sanitation needs and look ahead for the next 30 years. That will be important.
- On the fun side, if you will check out the Smithsonian magazine online, smithsonianmag.com, it reads, "City of Truth or Consequences, one of the best 15 small towns to visit in 2025" I think that's pretty cool and very positive for us. Let's post that link everywhere. The article is entitled, "Soothing Small-Town T or C". It talks about all the great things that we've done, our Fiesta, our Healing Waters, the Brewery is mentioned, as well as our downtown and that area. One of the best 15 towns in the nation to visit is pretty great.
- The trailer for Eddington is out, it will debut on July 17th, what do you think about renaming our town to Eddington for the weekend? Just for one weekend. Maybe we can get some of the cast and crew here and do some Eddington tours. We gave our town up for 3 months for goodness sake, let's see if we can really put this town on the map and maybe get some national attention in that regard. We will work on that down the road and see what happens.

2. City Attorney Reports:

City Attorney Rubin reported the following:

- One topic I've never brought up is the New Mexico Self Insurer's Fund. It is our general liability carrier for the city. I'm frequently dealing with it, and I guess since I deal with it so frequently, I take it for granted, but I would like to mention a couple of things. They had a turnover in personnel in the last year and a half, they have a new attorney, their general council, a fella by the name of Clinton Nicley, and I want to say that they've been very helpful. I've had success in

getting information from them that helps me do my job and give advice to the city commission, for example. I have a case that I've been working on that actually wasn't involving them providing coverage, but their general council helped me out anyway. That was a good thing, and I'm having success in getting information from them, that way I can share it with the city commission, and it's been pretty good lately. It's one of those things where you are dealing with this organization and it's routine, but you look back and see that you've had a good relationship with them. I just thought I'd mention it because Clinton Nicley has been very helpful.

F. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, May 14, 2025**
- 2. City Commission Regular Minutes, May 28, 2025**
- 3. Acknowledge Regular Lodgers Tax Advisory Board Minutes, March 24, 2025**
- 4. Acknowledge Regular Recreation/Golf Course Advisory Board Minutes, March 3, 2025**
- 5. May 2025 Accounts Payable**
- 6. Purchase report of items between \$20,000 and \$60,000**

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

G. PUBLIC HEARINGS:

- 1. Public input: ICIP Public Input.**

Assistant City Manager Alvarez:

Yvette Bayless, SCCOG gave an ICIP presentation. (Complete copy attached hereto and made a part hereof).

Commissioner Fahl: It seems like you had some good input from folks, so that's good.

Mayor Pro-Tem Forrester: And not that I want to point that out, but like you said, you didn't get very much involvement, and then we get to the process of making a decision, and next meeting, we will have everybody in here wanting to voice their opinion and not be proactive. So again, if you have something you would like, you need to be forthcoming before it gets to that point.

Yvette Bayless: So, we had 30 days of notice of an opportunity to provide public input. We provided phone, email, mail, social media, and in-person meetings and opportunities. There was a lot of effort put into engaging the public. Unfortunately, only 9 people attended the public input meetings. Although, we had 4 of them. 2 in the day, and 2 in the evening after hours, and just not a lot of participation.

Mayor Pro-Tem Forrister: And today, they can come and voice their opinions.

Mayor Hechler: How many comments did you get overall?

Yvette Bayless: We got 19 comments. That includes the input form in-person and all the other avenues.

Commissioner Fahl: There's just so much apathy.

Commissioner Hoepfner: I just want to say thank you. I just wanted to take the opportunity to say, when you see it here, there's nobody who can say I didn't hear about it, or I didn't see it. I call it ignorance when you say that. We are doing our part in that regard, and we want to listen to you. We are offering multiple opportunities where you, as a member of the public, can speak to us and voice your opinions. Public meetings like that are very important. The more engagement, the more information we get from you all, the better we can do our job. So please, in the future, when you see a public meeting, we have professionals here who do an amazing job presenting and explaining how it works, take the opportunity to get more involved.

Public Input:

Bruce Swingle: I appreciate the opportunity to speak in support of a project that I hope you'll consider including in your ICIP. That is a Spaceport Visitor's Center. When this community imposed the two eighths gross receipt tax, at a county-wide level, the state committed to building a Spaceport Visitor's Center for T or C at that time. Unfortunately, the kids didn't play well in the sandbox together over the years, and it never materialized where the community could come together and move forward with a visitor's center. I'd like to add that this visitor's center, when it was being designed, it was more of a bus depot type thing, a waiting area for people to go out and do tours at Spaceport. I think the community has evolved. This visitor's center needs to be much more than just a Spaceport visitor's center. It needs to really be the staging point for the Camino Royale, Jornada, for the ghost town, we could start some business, and tourism, taking tours from this site. We will also need to put some artifacts and some additional space that's needed. There was \$12 million dedicated to the construction of the Visitor's Center. That was pulled and used to build the southern road, when we chose as a community, not to move forward back in the day. Unbelievably, tourism is the number one draw to this community. Just throwing some numbers at you, last year in 2024 in sales tax alone, the total sales receipts in retail trade was \$120 million just for last year. County wide was \$161 million. What that means, basically, is in retail trade, the city received well over \$195,000, and in accommodations and food services was \$865,000. We're going to show their attendance; their revenue is going to be reflected in a number of different ways. One is retail trade, two, the accommodations and food services. Food services actually accounted for \$29 million last year. That's a significant revenue stream for this community, and we need to take advantage of that. Working on creating the visitor's center is probably the best mechanism to have the biggest impact on this community. I hope that you'll consider that,

we do have the plans for this visitor's center, I think it needs to be modified a bit, so you'd probably want to request or identify around \$200,000 for revising the existing plans, should you wish to go forward, and then from there you can get your construction costs established for future plans.

Commissioner Hoepfner: Where would be the location?

Bruce Swingle: I think that's the issue, and maybe what stopped it from being built many years ago. It needs to be located at a place that is best suited for the city and for this community. I don't think it really matters, I don't think we should try to identify where it goes, it is a large property and I will be straight up since you asked, it didn't happen because the downtown folks wanted a downtown. This structure is huge and will not fit downtown. We can scale it down and put it in a tuff shed, should the community want to do that. But that is such a disservice. I don't think we need to select a site, but let the design select the location. It is very likely it will be near an interstate or close to it, in an area that will be able to house the structure and parking. The parking was over 300 spaces, through the feasibility study that was done back in the day. Well, things change because the economics have changed. But that needs to be ironed out in the new plan.

Kathleen Sloan: On page 417 of the city packet, you've got well #8 for \$850,000, this is last year's ICIP. I think the public should be given a report on all the 6 wells that are operating within the city and what condition they are in. Over the last 6 years, I think well #8 was worked on twice at about \$150,000 each time, and well #7. It's hard for the public to participate if they don't know something is in crisis until later. We were just finding out about the wastewater treatment plant, and the claybeds having an issue, that's the first we have heard about that. Maybe that should be moved up on the list. If the public doesn't participate, a lot of times, it's because they don't have the information. If I was just asked, "what do you want?" I'm going to say I want a covered swimming pool or rec center, as so many people have. If there's something in crisis, maybe they would change their priorities, but they don't know. The other thing that you have is the Rio Grande bridge. You split it into two projects. One is a vehicle bridge, and one is a foot bridge. I've seen this auditorium fill up two times with people from the business community, the tourism community, the individuals that live outdoors, and Main Street. Everybody said "Do not put a vehicular bridge across the Rio Grande.", we need to concentrate on consolidating gains downtown before you do that, but it's on here for \$4.4 million, and the pedestrian bridge is on there for \$1.265 thousand. Splitting the project does not solve the issue. If you're going to go against the public will and build a bridge across the Rio Grande, you should combine the pedestrian and vehicular. But the other thing that should be made clear is, what is the legal responsibility to the developer across the river? I know that that land was annexed in the 1990's, 1995 or 1996. Does that come with an obligation to get that developer water, wastewater, and electric over there? Is the city on the hook for that? I mean, why not charge the developer? Other towns that I've covered as a reporter, they charge the developer for those sorts of things, but I haven't looked at the code well enough to understand.

Alice Hutchins: I wanted to say, personally, I spent a lot of time getting people to fill out the Wilson surveys, and I carried them around in my purse, and every social gathering I went to, I had people fill them out. I was completely confused between the Wilson study and the ICIP. In fact, I dragged Michael to the ICIP information gathering, thinking that it was the Wilson survey, and I'm no good with acronyms, obviously, so thank you for including me and sorting me out on that. I think the Turtleback Trails. It includes so many things that our community wants. Michael and I also attended a DRE drought resilience meeting that was down at the Albert Lyons, and there is so much money to use for the Turtleback trails network, in terms of stormwater mitigation and riparian area improvement, and wildlife improvement. I would just really like to see money and resources put into Turtleback trails, because I feel like it ticks off the environment, it ticks off tourism, it ticks off things for families and kids to do, and it's all around really fabulous. I think it's almost shovel-ready. At least, a lot of work has been done on it, and I would hate to see that just fade away. Thank you so much.

H. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 50 24/25 Budget Adjustment Request.

Jocelyn Holguin, Finance Director, reviewed the budget adjustments provided in the packet. (Complete copy attached hereto and made a part hereof).

Mayor Pro-Tem Forrister moved to approve Resolution No. 50 24/25 Budget Adjustment Request. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 51 24/25 English & Spanish Election Proclamation.

City Clerk Torres: In your packet, we have the English and Spanish resolution for our upcoming November election. It is due to our County Clerk by July 7th, so I wanted to get that done. If you look at the resolution, it will show you that we have two open positions. The terms will be from January 1st to December 31st for both of them. They no longer vote by positions, as you know, so the two highest votes will get voted into office.

Mayor Pro-Tem Forrister: And everybody gets to vote for two, is that correct?

City Clerk Torres: Yes, correct. So, the declaration of candidacy will be through the County Clerk's office on August 26th from 9am-5pm. The write-in, if anyone wants to do a write-in, it will be on September 2nd from 9am-5pm at the Sierra County Clerk's Office. I'll stand for any questions.

Mayor Hechler: We have two seats opening. August 26th is when you will submit your candidacy. If anyone out there wants to recruit somebody, let's get out there and do that. Any groups out there that want to recruit a person can.

Commissioner Fahl: My term is coming up and I am not running again, my health won't let me.

City Clerk Torres: I will get with Carrie too because I want to put some information on the website and maybe on Facebook to let people know where they can vote, I know people still get confused and they think it's still through the City Clerk's Office, so we will have information out for the public.

Mayor Pro-Tem Forrister: And now we have one meeting during the day, and one in the evening so that will make it easier for people.

City Clerk Torres: Please, people, go out there and vote. We need a good turnout.

Commissioner Fahl moved to approve Resolution No. 51 24/25 English & Spanish Election Proclamation. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 54 24/25 Authorizing the City of Truth or Consequences to formally adopt the Vision Zero Safety Action Plan funded by the "Safe Streets for All (SS4A) Grant".

Assistant City Manager Alvarez: Earlier in the meeting, you saw the presentation from Wilson & Company, Paige Wilfred stated we did work closely with the stakeholders that were identified to put this plan together. If the commission is on board with the plan, it does have to be adopted by a resolution. Once it is adopted by a resolution, it opens us up the opportunity to start applying for the implementation funding. This round of funding, the application cycle is currently open, and it closes on June 26th. We are hoping the commission would consider the adoption of this plan so we can proceed forward. With that, I stand for any questions, and will turn it over to the City manager if he has any comments.

Commissioner Fahl: If it's open now, do you have an idea of one you wanted to apply for? Like you want to get it submitted? Which one were you thinking?

City Manager Whitehead: Well, two weeks ago, we made an application at the state for the road through the schools, so if you look through the list, there's really a lot of roads that we identified. We would probably attempt to apply for something to improve the sidewalk and the safety road that goes around the schools, both schools. That seems like a priority that the community would really enjoy. We would then just go through those lists and begin to find others. It will come up at the ICIP and I'm hoping some of you have it

on yours, we think Marie Street is definitely a street we need to focus on. We would probably want to add that to the ICIP. It's also within the safety study corridor, so I was thinking that both the ICIP and this structure are made to help us think about what's in front of us, not really to say, "That's the project that we're going to do tomorrow." It's really, "What are we thinking about?", so that's probably what we would do. We're really prepared, the crew, the staff, has done a great job, we have the data for the roads around the Elementary school, in particular, and we know that the application we made at the state level was for a shorter project. We were only able to apply for less than \$1 million in funding. So if we were to add this on, that's probably where we would go. I would add that one of the projects we'd like to start immediately, we're looking at Silver Street, at the top, within the Safety Action Plan. I don't know if you've driven up there, but the school zone starts about in the middle of Silver Street, and it's really confusing. We've got the nice signs to show the speed, we've moved them so they're both on the side of the school where the school bus picks up, where students are active. But on that side, we're not as active, so we would like to change that corridor to make it a safety corridor, where it's a hospital, nursing home zone, and move the speed for the schools down to the stop sign so that once you enter that stop sign on Silver, now you know you're in the school zone. That's where the Safety Action Plan is going to work, and it's part of the stuff we would begin to do. So, it's a long answer to say that we have some projects that Traci and the crew have identified.

Commissioner Fahl: That's good because you don't have very many days to get one submitted if you're in this cycle. It's good you already had the data together.

City Attorney Rubin: I know we discussed yesterday that we are going to revise the language in the first whereas.

City Clerk Torres: I did it on the original, it would be "whereas, there's been loss of life and serious injury within the city boundaries between 2018 and 2022, is that the correct wording you guys would want?"

City Manager Whitehead: Softened it up a little.

City Attorney Rubin: Yeah. Very good.

Mayor Hechler: So, this is a 90+ page plan, and I was a little worried we wouldn't get to review it as much as we wanted to, and I was considering delaying it and letting us all review it for the next meeting, but we kind of had some time constraints, and I think the plan is broad enough so it covers what it needs to cover. So, I feel better about it.

Mayor Pro-Tem: And I think she did a really good job with presenting it in a nutshell.

City Manager Whitehead: And mayor, just to give you some confidence, I think from federal funds, which, we have to depend on federal transportation funds, if this is what our partners at the top are thinking, that they want to get to a zero, where nobody dies on a street, and this is the way they have put this into their funding, then we have to have

looked at it within that funding, to apply for that funding, it's really hard to not say we took the time, we've really been diligent. We recognize that we would like streets that are safe, that's really what our goal here is. We're getting better and people are thinking forward. I've read through it twice, it's a good document, it's thorough, it's thoughtful. It doesn't have everything in it, but it does address a vision that would say, if we start doing good planning and ask for funds to do things, we will potentially have zero fatalities on our streets. I give you that encouragement to say, it's a good document, it's well done.

Commissioner Fahl moved to approve Resolution No. 54 24/25 Authorizing the City of Truth or Consequences to formally adopt the Vision Zero Safety Action Plan funded by the "Safe Streets for All (SS4A) Grant". Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Action: FY 2026 Tourism Marketing Proposed Plan/New Mexico True Cooperative Advertising Agreement.

City Manager Whitehead: This is part of our budget process. In the budget process, we did set up the same contract this year again for Sunny 505. The total grant is \$132,000 after gross receipts tax. A large portion, \$60,000 of the funds that we're getting from lodger's tax are just transferring through Sunny 505, and they go onto the state to be Co-Op's. We will get about \$190,000 worth of advertising. The funds have to follow that New Mexico True program, so Sunny 505 is our advisor within that, along with the Sierra County Tourism Board, Kim Skinner. What we're going to do with Sunny 505 this year, Angela has taken on the Lodger's tax administration for us, and we will hope to get into the front where the programs that are coming through Sunny 505 are at least being presented and reviewed by the Lodger's tax board. So, Angela will get feedback on what they're doing, what their plan is. Whenever she makes a presentation, it comes down pretty fast, so we'd have to make a decision. So that's our initial change. We recommend approval of the contract under procurement, marketing does not require a solicitations bid, we can do business with any one provider that we choose. Angela and I have together made a decision that next year we will go out to a formal RFP and request anew. We've worked with Sunny 505, they've done a great job, don't want to say that they haven't, so it's hard when you say, "Let's go to an RFP." But we think it's probably time to revisit that, there has been questions. We like the agreement, we feel like we're in a good spot, we have a good set of eyes, we're changing up the process, so we would recommend the adopting of this agreement.

Mayor Pro-Tem Forrister: I do want to point out, I was in the airport in Dallas, Texas, and there was a huge marquee up, and New Mexico True was one of the things on there, so that was nice. I recalled that they said if you're seeing it in our home, they're not hitting the right people. We know about New Mexico True, so it was cool to see that it was there.

City Attorney Rubin: Like we talked about, it's basically the same contract we already had approved, and it seems like it's worked well as far as the scope of work, so I really don't have any recommendations on that.

Mayor Pro-Tem Forrister made a motion to approve FY 2026 Tourism Marketing Proposed Plan/New Mexico True Cooperative Advertising Agreement. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Re-appointment of Bruce Swingle to serve as a City Representative on the Sierra Vista Hospital Governing Board.

City Clerk Torres: Bruce Swingle is currently a member on our Sierra Vista Hospital Governing Board. His term will expire on June 30th, so he has submitted a letter for your recommendation of the re-appointment. If you do consider that, it will be a 2-year term.

Mayor Pro-Tem Forrister: Mr. Swingle did a good job.

Commissioner Fahl: Did anybody else turn in any applications?

City Clerk Torres: No.

Commissioner Fahl: He's served for a long time.

City Clerk Torres: It wasn't, I believe they advertised it through the hospital.

Mayor Hechler: I had a couple other inquiries, but once they heard that Bruce was interested in running again, they backed out.

Mayor Pro-Tem Forrister: I had a call and was making sure Bruce was running again and if he was, then they were on track so that's good.

Mayor Hechler: As far as I'm concerned, he's done a good job for the hospital board. He is well-versed in it, he is a former chairman of the board himself, and he's been around for about 11 years working on that board in one capacity or another. I think he's done a solid job, and I would recommend that we re-appoint him.

Mayor Hechler made a motion to approve the re-appointment of Bruce Swingle to serve as a City Representative on the Sierra Vista Hospital Governing Board. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approval of Purchase Requisitions over \$60,000.

Jocelyn Holguin, Finance Director: This is for the shade structure at Ralph Edwards Park. OJ and I worked with other contractors, we discussed different materials, and it's been a long project to get this going. We were trying to get it before the Summer, based on having to look at different methods and contractors. We finally decided on utilizing the state price agreement to get Pluma, who initially did the shades at the park that are there now, and we talked about getting the material type of shading, but we wanted something that was going to be long term and long lasting, so we went with the aluminum metal roof. We were initially going to make it all solid, but then we thought about the kids getting some sunlight, so we added the fiberglass windows so that the sun and weather can land on the kids without them being out in the weather, they can still see it. We wanted to have a design plan built into it. One of the contractors got us in touch with Bill Buckley, he's the one that did the architect design for us, we submitted it to Pluma, and they'll be working as a team to get this project completed. So, I'm asking for approval to go through the state procurement process to utilize Pluma to get the shade structure done at Ralph Edwards Park.

Commissioner Fahl: Jocelyn, now that we're going to do the purchase order, we will probably get a lot this fiscal year, but it won't be installed until sometime after this Summer, or what is OJ thinking?

Jocelyn Holguin, Finance Director: As soon as this gets approved, we will flip it into the PO, then we will have a pre-construction meeting, and then we will know more, because basically it's ordering the materials that would be the delay of anything. We will go from there.

Commissioner Hoepfner: It is interesting to see, when you drive around, you mostly see shade structures for playgrounds, and not entire steel buildings with steel roofing above a kids' playground. So, I'm a little surprised about that, and concerned, maybe about how it will look in the entire scheme of what we've created, that it may not be natural-looking at Ralph Edwards Park. It's a pretty big structure, and if I was driving by, I would think it was a skate rink or something, if that makes sense. But when it comes to shade for a playground, I'm definitely for shade structure of any kind for playgrounds here, to protect the children. I just wonder if it has to be a steel building. Because, like Alamogordo, and every other town I have driven through, it doesn't have a physical steel building besides the fairgrounds because they have different animals and things.

Mayor Hechler: I think the structure is just a roof, it's not a building. The other thing is, if you use cloth, you might have a lifespan of 4 or 5 years, then you'd have to replace it. I think that was the thinking behind it. I'm in support of something like this, mainly, because we want that playground used all year long, so we have to have shade of some sort there.

Commissioner Fahl: Won't steel conduct heat, though and make it hotter?

Jocelyn Holguin, Finance Director: That's what I was about to mention. So, when we were designing this, we thought about the color scheme of the roof and the poles. We want it to match the current park, with the greens and tans. When we were discussing it with the architect, we talked about the lighter color on the roof instead of a darker one, so it doesn't absorb the heat. So, we looked at everything when we were considering this roof.

City Manager Whitehead: Let me say, this is a great example of what we will be doing in the future. We did the work, the crew did the work here, our staff sat, designed it, talked about it, this isn't done by an engineering firm that we're paying thousands of dollars for to come. They would have given us a cloth structure, and I think the crew, in their discussions, discussed how we can make it permanent, and how we want it to look. I just really want to say that this is a great way we will be building out more processes. We're looking at the animal shelter with a similar idea, we're going to sit down and come up with our plan. So, the idea for steel was our vision to have it last long-term, versus something short-term. I also saw and took pictures of some cloth examples, and as a group, they told me they'd really like something that will last. I really support Jocelyn and the effort here. I would ask that you take this into consideration. I hear you, I think it will be aesthetically pleasing and will match really well. I think we will have this structure for 25 years versus being back here in 4 or 5 years and just replacing the cloth. The dollar amounts were very similar as well. It wasn't an excessive amount to move to metal from the cloth. The crew brought those numbers, Jocelyn did a good job finding those numbers. We're utilizing our tools, and we're utilizing our staff to say, "This is what we thought we should get." And I think you're going to see a good project here. I do hear you, I shared the same thoughts, but I think we will get something that's a step better.

Commissioner Fahl made a motion to approve the Purchase Requisitions over \$60,000. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Contract Approval of RFP #2025-04-001 Annual Audit Services/Finance.

Jocelyn Holguin, Finance Director: I had mentioned, prior to the time of our last meeting, that we were going to get a new auditor because it was time. We had done our RFP, and we had two submittals; they were both good companies. We had the evaluating team, and based on the findings of the evaluation, the city decided to go with Jag, that's Jaramillo, and it's an all-women company organization that started up, so I liked that part of it myself, personally, and I've seen some reviews on Jag on my other life, and they almost were ours at the county before, but they were slightly beat out, so I'm comfortable with this company as well. I just present the contract for approval. I put the total amount for 4 years, and the breakdown amounts for each fiscal year. I also already got the approval from the OSA to use them for our next fiscal year audit as well.

Mayor Hechler: So, we finished the 4 year term with our last auditors, that's why we're going back to the RFP, and this will be for a 4 year term, but one year at a time.

Jocelyn Holguin, Finance Director: Yes sir.

Commissioner Fahl: I think if Jocelyn is comfortable with them, and they're a reputable company, then we should go with what she thinks.

City Attorney Rubin: Let me just mention, in the packet you'll see there are actually two contracts. The 2025-04-001 and the state of New Mexico Auditor Contract, but what Gary and I talked about yesterday, is that by approving the 2025-04-001, that necessarily would include the state Auditor Contract. So, I think you can just make one motion.

Jocelyn Holguin, Finance Director: Right, and this won't have to come back every year, but the one from the OSA is an annual, and it falls under the threshold, but we'll present it.

Commissioner Fahl made a motion to approve the contract approval of RFP #2025-04-001 Annual Audit Services/Finance. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Review, Approve and/or Allocate Funds to the Geronimo Trail Scenic Byway for the Website Hosting & Maintenance.

City Clerk Torres: This application was submitted to our Lodgers Tax Board by the Geronimo Trail Scenic Byway for Website Hosting & Maintenance. The applicant requested \$600, and the board approved the entire amount.

Mayor Pro-Tem Forrister made a motion to approve the Geronimo Trail Scenic Byway agreement for Website Hosting & Maintenance in the amount of \$600. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Review, Approve and/or Allocate Funds to MainStreet T or C for the 2025 Desert Ultra Event.

City Clerk Torres: This application was submitted to our Lodgers Tax Board by MainStreet T or C for the 2025 Desert Ultra Event. The applicant requested \$6,965, and the board approved the entire amount.

Mayor Hechler made a motion to approve the MainStreet T or C agreement for the 2025 Desert Ultra Event in the amount of \$6,965. Commissioner Hoeppepner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Review, Approve and/or Allocate Funds to MainStreet T or C and Fiesta TorC for the Annual Fiesta 75 Year Reboot.

City Clerk Torres: This application was submitted to our Lodgers Tax Board by MainStreet T or C and Fiesta TorC for the Annual Fiesta 75 Year Reboot. The applicant requested \$10,500, and the board approved the entire amount.

Mayor Pro-Tem Forrister made a motion to approve the MainStreet T or C and Fiesta TorC agreement for the Annual Fiesta 75 Year Reboot in the amount of \$10,500. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Rolf Hechler, Mayor voted aye
Hon. Destiny Mitchell, Commissioner recused herself
Hon. Merry Jo Fahl, Commissioner voted aye
Hon. Ingo Hoeppepner, Commissioner voted aye
Hon. Amanda Forrister, Mayor Pro-Tem voted aye

Motion carried with 4-0 vote and 1 recusal.

8. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Arts Council for Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination.

City Clerk Torres: This application was submitted to our Lodgers Tax Board by the Sierra County Arts Council for Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination. The applicant requested \$10,095. The board was only able to approve \$30 for website hosting which will cover July 2025 - February 20, 2026. The board recommended adding \$900 for photography so the applicant has an improved photo library.

Commissioner Fahl made a motion to approve the Sierra County Arts Council agreement for Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination in the amount of \$10,725. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Arts Council for Artists of Sierra County Studio Tour Nov 1 & 2, 2025.

City Clerk Torres: This application was submitted to our Lodgers Tax Board by the Sierra County Arts Council for Artists of Sierra County Studio Tour Nov 1 & 2, 2025. The applicant requested \$6,910, and the board only approved \$5,710. The board did not approve the \$1,200 request for a passport book as it will be handed out at the event, and it was determined to not put heads in beds.

Mayor Pro-Tem Forrister made a motion to approve the Sierra County Arts Council for Artists of Sierra County Studio Tour Nov 1 & 2, 2025 agreement in the amount of \$5,710. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: State of NM Dept. of Economic Development Capital Appropriation Grant Agreement MainStreet Foch Street Project.

Assistant City Manager Alvarez: This actually came before you back in April. You guys did the resolution to support for MainStreet to submit their application. The application was approved and granted for the additional \$910,000 that will hopefully get us to completion on this project. This is just the grant agreement they have sent out for execution. We are requesting approval, the project has gone to bid, and we are currently in the negotiation phase right now. So we are seeing a little bit of the light at the end of the tunnel.

Commissioner Fahl made a motion to approve the State of NM Dept. of Economic Development Capital Appropriation Grant Agreement MainStreet Foch Street Project. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: 2027-2031 Infrastructure Capital Improvement Plan Project Recommendation and Ranking.

City Manager Whitehead: Let me start by thanking Yvette, from the South-Central Council of Government, who you got to meet today. We are members of the council and pay a fee. So, it's really wonderful to have Jay and Yvette in the room, they are also working with us on SJOA, we're just bringing this along and it's very helpful for Traci to be able to hand this off. So thank you, Yvette, nicely done. The ICIP, over the last few

years, has gotten very lengthy. The process to add projects is time-consuming, so what I wanted to do was simplify the issue. The primary function for us on the ICIP is, when we request capital outlay from the state of New Mexico, our legislators, the governor, want to see that the items are in a top 5 priority. That is the most important part. If we're going there and asking for funds, they just want to see our top 5. They really don't want to see a list of 40 items. We have an obligation at home to listen to the citizens and understand. So, everything that was presented today needs to become part of the ICIP. We can add all of those items, that's important. The second part, I think one of the presenters today said, "What's happening with this particular project?", well that's part of the ICIP. Once you receive funding, Traci and the staff now has an obligation to tell the state that "we've spent this much, this is what's going on.", and once it takes a position we have to keep it alive, that's the living part of the document. What we're looking for today, is from each of you, your individual top 5, and then potentially for you to settle in on the top 5 priorities to focus on, as we go to capital outlay and request from the governor. That doesn't mean that they won't also be on the Safe Streets 4 All, they could be part of that or another federal program, we would need to be able to say that they were included, even if there are 6, 7, 8, 9, or 30. It doesn't matter, but for what we do with the state, we definitely need your top 5. That's really what's left in the presentation today is for you guys to settle on what you want us to put in. Once we have it, then Yvette will clean up the rest of the document and bring us forward a final ICIP to adopt and submit to DFA. Then we will know what we are doing going forward. I will stand for questions and certainly help with your discussion.

Mayor Hechler: Here's how I'd like to try to approach this. I think what we should do is pick the low hanging fruit first. Those items on our capital improvements plan that we know we all want. We should talk about it first. For instance, for me it's wastewater and the treatment plant. We've dealt with water issues for the last few years, and we received \$50 - \$60 million to deal with that. The next logical turn for me is wastewater because whatever comes in has to go out. So, I'd like to see wastewater issues, and the preliminary report falls into that, I'd like to see wastewater as one of our top 5, and probably our number 1, as far as the next step where we'd like to go. If we agree on that, that would knock out one of the 5, then we can listen to one of your pet projects, and figure that one out.

Commissioner Fahl: We'll let you pick one. There's four of us here, so we all get to pick one.

Mayor Pro-Tem Forrister: I just want to go back before we start that. Gary laid that out, and unfortunately, I think you might be a little wrong; because I went through this process a little bit and what happens is yes, we might pick our top 5, what we think are very important and what our city needs, but they are these big huge projects. Every time I have gone to our legislators for a presentation, the feedback I get from there time and time again is, "Don't come to us with something that costs \$10 million, because we don't have that money.", our legislators want to fund something entirely, is what I've been told time and time again, that is shovel-ready and ready to go. So, yes, our top 5 needs to be our top 5 priority, but when we go to our legislators, they don't want us to come with

something that is a huge project, they like the projects that are maybe \$1.5 million that they can fund entirely. So, I want to keep that in mind, because they have told us time and time again not to come to them with those big projects. Just another thing to think about, that maybe our top 5 is not what we are presenting to them.

Commissioner Fahl: Because the top 5, is maybe where we'd need legislative. The wastewater wasn't through our legislators. They supported us, but they can't get legislative a whole special thing, it wasn't out of their pocket.

Mayor Pro-Tem Forrister: Correct.

Mayor Hechler: I think both are true, and I will let Gary chime in, but I think our top 5, if they're going to be the top dollar ones, that's what opens the door to Colonias, the Water Trust Board, and some of these big operations. That's how we got \$20 million, because we weren't one of the top 5. So, I think we have to be very aware of that, but you're right. The rest of the ICIP, we should have those other projects on there because our senator might be able to give us \$1 million, our representatives might be able to give us \$500,000, and we have to have those little projects on the side ready to talk about. But those things aren't going to be one of our top 5, right, Gary?

City Manager Whitehead: The way DFA and the way the legislative body has asked, like it or not, they've said that if we come to them, walk into their room and say, "I want funding for this...", they will say, "Was it on your top 5?" and we say, "No, we just thought of it.", they will say, "We're not going to look at that.". So, that's the challenge with this, is that we kind of have to think about what we really want to work on, and how we can go ask. Last year, we asked the governor's office for \$4 million for the wastewater treatment plant, we asked the legislators for 4 different projects that weren't that same project, and we ended up with \$1 million; because you are right, they really don't want to fund a project and have it be on the books for many years. It is definitely a balancing act, so we have to be thoughtful and say, if we're going to do wastewater, we may not get the whole \$5 million. But we might get \$500 from the legislators, we might get \$1 million, so it is a balancing act. It's hard to pick, but if it's outside the top 5 and we didn't ask DFA, and they only allow us to put 5 submissions in, you're not going to get another project added later. Or if you do get it, you will get a lecture, and I was in on one of those lectures.

Mayor Pro-Tem Forrister: I think when we go to our senator and our representative, we can pick something that maybe is not in our top 5 to present to them that they would like to fund in a whole. Then again, our representative and our senators were very instrumental in helping us get more money funded in our big projects, because they knew how dire our water system was. So, it is a balancing act. Just to keep that in mind when we go present to them.

Mayor Hechler: Well, let's just knock that one out. Are we okay with the water/wastewater issues as one of the top 5?

Unanimous: Yes.

Mayor Hechler: I'll open up the floor now for discussion.

Commissioner Fahl: I think that yes, we all need infrastructure, but we also need to think about quality-of-life things for our community too.

Mayor Pro-Tem Forrister: And they're different pots of money; everybody needs to understand that.

Commissioner Fahl: So maybe we do 3 big infrastructures, and 2 quality-of-life. The one I am passionate about the Lee Belle Johnson Center being on the top 5. Actually, last year, we found sources of money, we were too late to tie into that, but if we have that, it is a quality-of-life, and it is important to our Main Street development. So, if we get it in there, and I don't care what number it is, but if we can move it from 10 up to the top 5. And maybe there are others, as Traci said, you can't get money for swimming pools, so we can call it another name. You can be pretty creative about what you call things.

Mayor Hechler: What is the vision for that?

Commissioner Fahl: I want to fix it.

Mayor Hechler: But what is it going to be after it's fixed?

Commissioner Fahl: Well Geronimo Scenic Byway needs to go back there, it's right in downtown. They get so much business, and they promote everybody so it's not just about them. Maybe if we don't do the spaceport there, if we actually do a spaceport, we need to promote that through here.

Mayor Pro-Tem Forrister: We need infrastructure, we need quality-of-life, and we need tourism on our top 5.

Mayor Hechler: I agree with you with Lee Belle. That's one of my top 5. I have a different vision, the vision I have is the community theater, reinventing that. We have a huge underground group of musicians in this community, and I can see us having concerts downtown.

Commissioner Fahl: Well it has a stage.

Mayor Hechler: Yeah, that's a stage.

Commissioner Fahl: So, you could have part of it for that, and still part of it for the visitor's center. That's another way to bring them back together.

Mayor Hechler: So, if it's going to cost between \$5 - \$7 million. I understand that Gina Kelley applied for a grant, that's what the grant was going to cost was 5-7, it had a 20%

match. So, we will have to ask for a substantial amount of money. It'll be funded somewhere else for the most part, but then a 20% match might be \$1 million. But we can either go with our legislature with that, or we can go to our Lodger's tax, we could even do a bond on that if we need to.

Commissioner Fahl: I think that building means so much to our history of our community, and we need to save it. The longer those old buildings sit empty, the worse they're going to get. So, the longer we keep putting off doing work there, the more it will cost us to fix it.

Mayor Hechler: Do we all agree that the Lee Belle Johnson should be on the list?

Unanimous: Yes.

Commissioner Hoeppner: I know there's still a lot of work to be done, but I'm here for the Rio Grande, because when we are putting everything in place, and when we are ready to start the project like the earlier comment that was about the driving and walking bridge. We are talking about multiple bridges along the Rio Grande to get over, but I think a walking bridge at Rotary Park should be a priority for the town, to get foot traffic over safely to the other side first, and then we can go on while we are developing. So, I would like to put the Rio Grande Foot Bridge in the top 5, and it is not the more expensive option.

Commissioner Fahl: Well and actually, Carl Colonias implied to us that he can help us fund that.

Commissioner Hoeppner: So, we have multiple funding sources already.

Commissioner Fahl: So, just to talk about the foot bridge, there's been a lot of back and forth about UTV's. When that was originally designed, the planning group said, "Well maybe we would have it for UTV's for emergency access because it takes so long to get around." And that was the only reason we were going to do that, because UTV's have all kinds of access. When the river's not on, they can get across it, they can get everywhere over there. This was just more for a different group of people, but when we first said that, that was the recommendation of the police chief at the time. That would have been a lot more expensive to have it that big, because then you'll have to have those security barriers in front of it, so that not everybody is going across. Since then, we've had a change in the Sheriff and the police chief, who both say that "If there was an incident over there, they would have to go back to wherever their vehicles were housed, load the 4-wheeler on the trailer, and drive it over there, and by the time they get there, you could already have driven around anyways." So, there's no sense in doing that. We, as the group and the committee that put that all together. We wanted to stay on just a foot bridge, and I know that we all know we need a vehicular bridge. I don't know where you'd put a vehicular bridge, but we need it for emergency response, if nothing else. It's not about the developer or anybody. I have friends and people that I dearly love that died over there from a heart attack because emergency services

couldn't get over there. So, I know we all need one, and that's going to need a lot of time to develop that. When we're talking about tourism, with the trends of what's going on out there, that's what people want, and what it would cost to install it, will come back to us, just like what Bruce was saying about what tourism can do. If it's on the top 5, that's another quality-of-life item, but I think there are funding sources, rather than us having it on the top 5 because I think we can get grants for that. We've talked about that we wouldn't even have to go out for design, but we could partner with the forest services, the BLM, national parks service, they all have foot bridges already designed. So, we could just partner with them and all we'd have to do for engineering, because that would be half of the cost, is modify that pre-existing design. So then maybe it wouldn't be as expensive as what we initially thought.

Mayor Pro-Tem Forrister: And where is the Bureau of Reclamation in all of this?

Commissioner Fahl: We had talked about putting the foot bridge where they put the dirt dam, but they said no because they intend to put a permanent structure there, which is a big change forward for them. But they didn't have the money for that, so they said, "No, we don't want the bridge over that because we're just going to put it over there." We've located where we want it to be, John Masterson has mapped that all out, and after we secure the property, we will talk to Mitch and figure out how we're going to get over there, but it would still be in that same area. Then, you can really turn Rotary Park into this wildlife jewel. I mean, the birding industry is billions of dollars, so that area has lots of recreation and tourism opportunities. I think it's going to be a great thing for the community, whether it's in the top 5 and it's a capital outlay, or we get it from these other funding sources, I don't know. So, I don't know where you would place that.

Mayor Pro-Tem Forrister: So, I'm probably one of the big pushers, I would like to see it be combined into one, a vehicle bridge and a walking bridge, but I am hearing what you're saying, that it doesn't necessarily need to be in our top 5?

Commissioner Fahl: I don't know, because where would Capital Outlay go, it's in Williamsburg's top 10.

Mayor Pro-Tem Forrister: They don't have to put infrastructure in there.

Commissioner Fahl: Well yeah they are going to build one.

City Manager Whitehead: If I can, let me add a twist to this conversation. I will be traveling with the Parks Department to Farmington at the end of the month, on an invitation from Carl Colonias. Farmington has installed a thing called a Surf Generator on their river. I've seen a picture of it, don't know what it is, but it has the ability to close the river, to change the flow of the river, they are considering it the biggest tourism event on a New Mexico river ever, they're the first ones to do it. Carl Colonius, through the trails grant, is really instrumental and feels like it could be something that would help the BLR, so we're going to go look at it. Adding river improvements, or river crossing, if that becomes one of our top 5 to focus on, that's the concept, it could be part of it.

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There could be other items, it doesn't mean that we're not going to apply, that's a grant program. I just want to reiterate that it doesn't mean you won't work on those projects, I don't know if the Bureau of Reclamation will look at a project like this.

Commissioner Fahl: I don't know if it should be in the top 5, Ingo. I don't think we're ready for that yet.

Mayor Hechler: I think it needs to be on the ICIP. I want to identify more projects that affect more people most of the time. That will have an effect on some people some of the time; tourism, some business, but it won't affect most of the people most of the time. What's going to affect most of the people most of the time are city-wide drainage improvements, or city-wide road improvements. I think those items need to be in the top 5 first. That doesn't mean we don't have a place for them. That's one of those items you talk to the center and say, "Hey, can I have \$750,000 to put a foot bridge in?", I think that's where that would fit in.

Commissioner Hoepfner: Then I want to change mine. I am always pushing for an indoor pool, and we all know, over and over, there's no money, there's no grants, there is nothing. So, when we are asking the legislator for money to start planning and developing a covered indoor pool, then I would like to see that added to the list.

Mayor Pro-Tem Forrester: I thought a recreation facility was on our ICIP. Isn't it?

Commissioner Fahl: We don't have any planning. Can't it just be planning? Is that something we can put on there, is, planning for that?

Assistant City Manager Alvarez: And when we identify the funding within the ICIP, you have to break down environmental funds, planning, design, construction, and equipment. So, the short answer is yes, we can have it broken down like that and you can apply for just planning, or plan & design and combine those, which is what we kind of did with the wastewater treatment plant upgrades that were on here. That being said, we all hear from different legislators, and they don't necessarily like to fund a planning document, that's not a visual thing.

Commissioner Fahl: They can't stand in front of it and get a picture.

Assistant City Manager Alvarez: I think there's two sides to that, you could keep the recreational facility, the multi-generational facility on there somewhere, because that is very eligible for potential planning funds through the grant system, so it has to be identified. The potential of just a swimming pool alone receiving money from our legislators is a possibility, the only aspect of that is we don't know is where we would put it. I think where our pool is located was an issue, trying to build. I think it's possible.

Mayor Hechler: It's possible. It's a little more convoluted than that because, with the hospital's first teaching plan, they have identified in 2029 a multipurpose center with a swimming pool that would have public access. That doesn't mean it will happen, but it's

identified in their strategic plan. So, it sounds to me like we need to get together with the hospital or other folks. This doesn't just affect our community, it affects the region, so it's going to be a regional center, if there's going to be one, not just a swimming pool. It needs to have a weight room in it, it needs to have exercise equipment and things like that, it needs to be a multi-generational center. We've got to sell this thing to the county, the city of Williamsburg, and the City of Elephant Butte, and we all need to participate in it. Something on a grand scale. I don't mind that idea either, but that's the way I would look at it. I actually have it written here as a community multipurpose center, which we have later on in the list, so that's important.

Commissioner Fahl: What about the Vacuum System?

Mayor Hechler: That's going to identify all that stuff. I'd like to propose that we deal with, well, city-wide drainage improvement, is that still going to be an issue?

City Manager Whitehead: Mayor, I think if we're discussing the drainage plan that we just had that would change those, what I think, are small water events that cause the pooling in the middle of downtown, that's probably the biggest focus. I still think those are smaller projects that we need to deal with internally, we need to find ways to move that water out and solve it. So, it's a good one, it's fine to put on the list, but I do think some of that is internal, but it could be that we ask for half a million dollars to fund a project like that, that could definitely be a capital outlay request.

Mayor Hechler: City-wide road improvements, did we deal with that today with that safety plan or do we need to do something else?

City Manager Whitehead: Again, we could add an individual road as I brought up, I still think Marie Street really needs to be fixed. And it could be a road that we applied for, you know, we do the safety study, we try that as a secondary corridor, and certainly through capital outlay, we could pick up some funding to do.

Mayor Pro-Tem Forrister: So I'm hearing that you would like Marie Street to be in our top 5?

City Manager Whitehead: I think Marie Street definitely, as a main feeder, a main collector for our community, you know, it accesses so many roads, I don't think it has received the attention it needs, it has a dam that goes across it, I think it is time to start thinking about how we can get that road improved as a priority.

Mayor Pro-Tem Forrister: I think that's a good idea. I would like to entertain, and maybe not in our top 5, what Bruce presented today on trying to start our Spaceport Visitor's Center. I think we don't have to identify where it goes, but if we could put \$200,000 in to figure out a plan and start that ball rolling. Spaceport is such a big draw and Cruces gets it, but if we had something off the freeway that's bringing people into our community, that would filter through this community, not just right there, they could go

downtown. I think tourism, quality-of-life, and infrastructure are all three big things we need to be going after.

Mayor Hechler: So, a couple thoughts, I've always thought that T or C should be the southern of Spaceport and Las Cruces should be the northern area. We don't get our fair share of what they generate. We are on with Spaceport with our taxes until 2029. We can make a decision then of whether or not we are going to continue to support spaceport with our tax dollars, but we can't make a decision before then, but we need to start thinking about putting the Spaceport Center here because we're so close to it. A couple of other things have to happen too, Virgin Galactic is thinking about putting a training center at Champagne Hills, with the success of their Delta rockets this year, if they're getting those things built, and they get them started moving at the Spaceport, that's going to happen and that will give us a lot more clout that we need to try and get that Spaceport Center here. I think because we have a lot more happening. So, I think it definitely could be on the list, I just don't know if it's great timing for it or not, but we should move forward. Do we want it as one of our top 5?

Mayor Pro-Tem Forrister: It can be a phased plan where our first year, we are just going after planning and talking about it. Again, if we're not in agreement that it needs to be in the top 5, I'm fine with that. I do want to add it to one of our things and kind of get that ball rolling.

Commissioner Fahl: Yeah, we need to get the ball rolling.

Mayor Pro-Tem Forrister: And maybe get ahead of it if that training center does take off.

Mayor Hechler: What are we giving up if we put it as one of our top 5? What would you recommend?

Commissioner Fahl: I wanted to ask, somebody brought up Well #8, which isn't on here, it's Well #2. I think in our infrastructure process we need to talk about our water availability. So, we have 3 or 4 wells that pump less than 400 gallons per minute, and he wanted to retrofit one of those, well why if you only get 200 gallons per minute, we need to get a new well. We have the water rights with those wells, we could transfer over because we know we can't get new water rights, and I don't know if that's where you would put that on our ICIP list, or not? If we start thinking about expanding, so we will get this Love's, and maybe we're getting other things, we don't have enough water when we're looking down the road, so we need a better more reliable source of water that pumps more than 400 gallons per minute. I think two of them pump 600-800 gallons per minute.

Mayor Hechler: We're getting one on Cook Street.

City Manager Whitehead: Currently under any of the projects, there's no rehabbing to the particular wells. We're getting into the storage tank, but we've not examined any

deficiencies, it feels like we are moving enough water through the system with the 5 wells we have active at this point.

Mayor Hechler: What's going to change a little bit too, is when we start replacing all these water lines, and reducing all the loss that we have, that's going to allow us to recover a little better, but it doesn't solve the problem.

Commissioner Fahl: We have projected growth, and those wells do not pump enough water for when we start growing. We need to get a new well that pumps at least 600 gallons per minute. He has Water Well #2 improvements, she said 8 but it's 2. I don't know if that's in the top 5, because if you're saying we're good for now, it better be on the list for long-term.

City Manager Whitehead: Certainly.

Mayor Pro-Tem Forrister: What are some of the admin's ideas.

City Manager Whitehead: I'll let Traci talk about Her's, and I would also like to have you guys talk about and consider the third transformer. Bo has presented that, and we think it's a project we should consider. We have one transformer that's new, and we have one that's old but working well. The vision would be to put a third one online, and then we can take the second one offline, rehab it, then we'd have redundancy, we'd have backup, so that's a project on the infrastructure side, we really haven't talked about on the electrical side. We are doing well enough with electric that we could potentially match, but we could start working on some grants too. That's about a \$2 million project to bring that on board.

Mayor Pro-Tem Forrister: We really did give Bo that push, that we want to make sure our electric system stays up to par and we are doing what we need to do. So, if he's coming to us saying we need that, then maybe that's something we should look at.

City Manager Whitehead: Traci's got some ideas on effluent. I'll let her talk about that.

Commissioner Mitchell: We need to have it split; infrastructure, tourism, recreation, quality-of-life, I think if we don't maintain the infrastructure for the city, for our roads and so forth, then we won't have any quality-of-life ones. I don't have anything specific, I am all for Lee Belle Johnson, the recreational facility, and dam maintenance, whether it's Marie Street or Cantrell or whatnot. I don't have an agenda to push anything forward, I'm in agreement with you all.

Mayor Pro-Tem Forrister: A couple years ago, that's all we had on there, was water. We weren't even looking at anything. I think we are in a good place where we can put a few more things on the list. I think Traci had something to add.

Assistant City Manager Alvarez: Thank you. I really support the electric transformer because, as you know, it's very difficult to find grant funds for our electric department.

It's a municipal electric department and there's just not a lot out there. I think that would definitely be a really good source of request for funding for electric. The other thing I'd really like the commission to consider are affluent water reuse. Like you said, servicing the water, if we could extend our affluent water from the golf course, all the way up to our cemetery, we could be watering our cemetery with affluent water instead of fresh water. It doesn't necessarily have to be in the top 5 priority, but I definitely think we need to consider improvements to our affluent, at the Armijo Parks side, which would then improve the affluent that's going to the golf course. We definitely need some assistance with the golf course, and then a potential extension for affluent. I do get a lot of calls from residents that would potentially be interested in affluent water use. Something to think about. The other item I had noted on here I'd like to make sure is added into the ICIP somewhere is the recycling and solid waste collection center expansion. That's something we will have to think about doing if they go from a collection center to a transfer station, that facility is going to have to grow. It's not necessarily a top 5 but it's something we need to add somewhere within the ICIP. Other than that, my priority was the wastewater and the Lee Belle Johnson. The last thing I want is for Lee Belle to turn out like the armory, it's sitting and it's a great building in the downtown area. That was my thought process.

Mayor Hechler: I think #5 was Armijo Park and wastewater. That was on mine. So, we have Wastewater, Lee Belle, Marie Street, Electric Transformer, which one do we want to make #5?

Commissioner Hoeppner: I would maybe put the recycling center, like you said, we have to start. By putting it in the top 5, it would show that we know what is coming.

Commissioner Fahl: Didn't you say that there's a permitting process we have to start first? You don't need capital improvement money for that.

City Manager Whitehead: With the recycling center, we are really in a good spot because we are going to pay off the loan this year. We have agreed that we have some time, we are starting to get close to the tipping point. We have started moving that money based on the Park Hill Study, so over the next 5 years, we will put away about \$1.2 million, and in 5 years, we will be ready to apply for the next loan to borrow \$5 million. So, I think that one's not necessarily a capital outlay, but it definitely will require some planning. We might have to pay for it, but it is one that if we went to the legislature with it, they're not crazy about planning, it's not what they really want to do, so I don't think it would need to be in the top 5. It is on the list and it's important, but it's in a good spot, we should be able to have 5 years of no payments and put some money away, then planning and looking at what we need to do there.

Mayor Pro-Tem Forrister: What would be your recommendation?

City Manager Whitehead: I am torn between the affluent and the rec center. I think it might be time to consider the recreation center. It's been a long time coming.

Mayor Pro-Tem Forrister: Mine's one of those, the multi-generational family center, whatever we called it.

City Manager Whitehead: We are trying really hard to spend the bond money efficiently and tell a good story. That will come back up in a couple of years, and maybe we are in the driver's seat to say, "Let us have that money back one more cycle, for \$3 million and build something like that.", that's been what Traci & I & the crew have been talking about a bit. The rec center could be a good one for us to start trying to raise some capital to do something in the next couple of years.

Mayor Hechler: Make a Spaceport Rec Center?

Mayor Pro-Tem Forrister: Yeah, let's do it all in one, one ginormous thing. I do want to make sure that we get Spaceport on our ICIP, like I said, I don't know if it necessarily needs to be in our top 5, but it would be nice to go and get some of that planning money.

Mayor Hechler: As we knock off one of these others, it will make it up to the top 5. I think that's how it will work, so let's make sure the Spaceport Center is in the top 10, at least, or higher. As we cycle through, once we knock off some of these other ones, it'll move up. Once we get Lee Belle Johnson done, maybe we can get something to take the spot next year.

Commissioner Fahl: Then we have 5, right?

City Manager Whitehead: Water/Wastewater, Lee Belle Johnson, Marie Street, Transformers, and Rec Center.

Commissioner Fahl: Sounds good. Are you good with that, Destiny?

Commissioner Mitchell: I'm good with that.

Assistant City Manager Alvarez: When we come back to you guys, it'll be the next commission meeting, where we will have the final draft, you will notice a good portion of the projects that are on the 2026-2030, may not be, or probably won't be, on the next one. We will try and shorten it by some of these priorities, but you will still see water on there. It may be the last one in 2031, but I need to leave it on there so I can tell a story of where our funding is currently. I have to continue to report on that. You'll see a couple of items on there that I know there is potential funding for, like the expansion for the solid waste facility. We're in a great spot financially, but there is some great money out there that I could apply for, for grants, but if it's not listed somewhere on the ICIP, I can't. So, you'll see some things on there and hopefully we will bring you back a good list, we will have your top 5, your mentions within the top 10, and some projects in there that if you have questions about, definitely just check with us.

Mayor Pro-Tem Forrister moved to approve the following top 5 ICIP items.

- 1. Wastewater Treatment Plant Upgrades**
- 2. Lee Belle Johnson Facility Improvements**
- 3. Marie Street**
- 4. Electric Transformers**
- 5. Recreational Center**

Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. EXECUTIVE SESSION:

- 1. Threatened & Pending Litigation (Sean Barnes vs. City of T or C) pursuant to 10-15-1(H.7).**
- 2. Threatened & Pending Litigation (Rachel Higgins vs. City of T or C) pursuant to 10-15-1(H.7).**

Mayor Hechler recused himself from Threatened & Pending Litigation (Sean Barnes vs. City of T or C) pursuant to 10-15-1(H.7).

Commissioner Fahl made a motion to go into executive session at 12:53 p.m. to discuss Threatened & Pending Litigation (Sean Barnes vs. City of T or C) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Rachel Higgins vs. City of T or C) pursuant to 10-15-1(H.7). Commissioner Hoepfner seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Forrister reconvened the meeting in open session at 1:21 p.m.

Mayor Pro-Tem Forrister certified that only matters pertaining to Threatened & Pending Litigation (Sean Barnes vs. City of T or C) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Rachel Higgins vs. City of T or C) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken in executive session.

K. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 1:22 p.m.

Passed and Approved this 9th day of July, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



City of Truth or Consequences

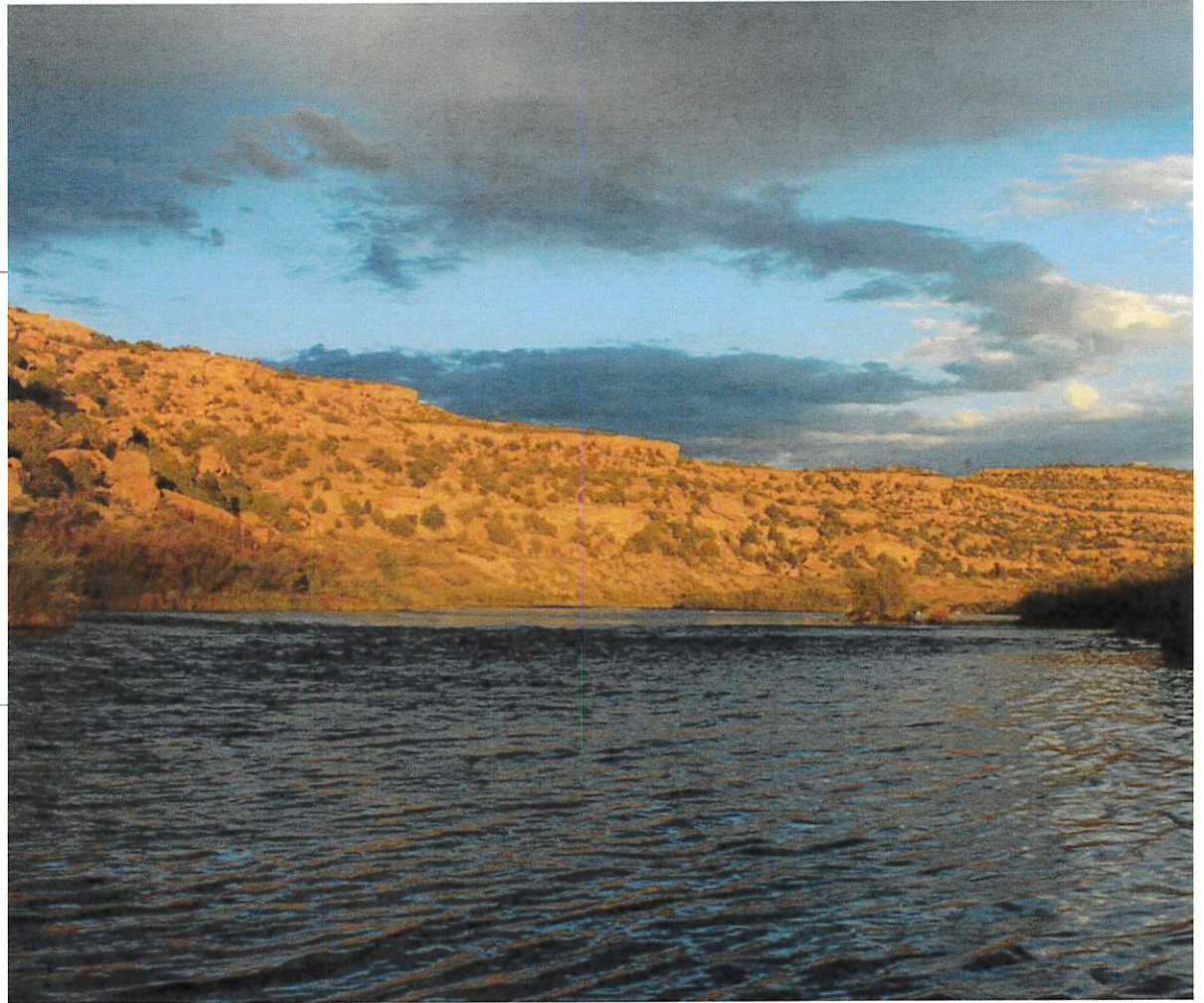
2027-2031 ICIP Infrastructure Capital Improvement Plan Public Input and Preparation

6/10/2025

An overview of outreach and
input

Present what we've heard from
the public

Request your review and ranking
of proposed projects



The **Infrastructure Capital Improvement Plan (ICIP)** is a **5-year planning tool** used by New Mexico communities to plan and prioritize infrastructure projects — such as roads, water systems, buildings, parks, and emergency services.



Not a grant application
— it's a prioritization
tool that helps us plan
and prepare



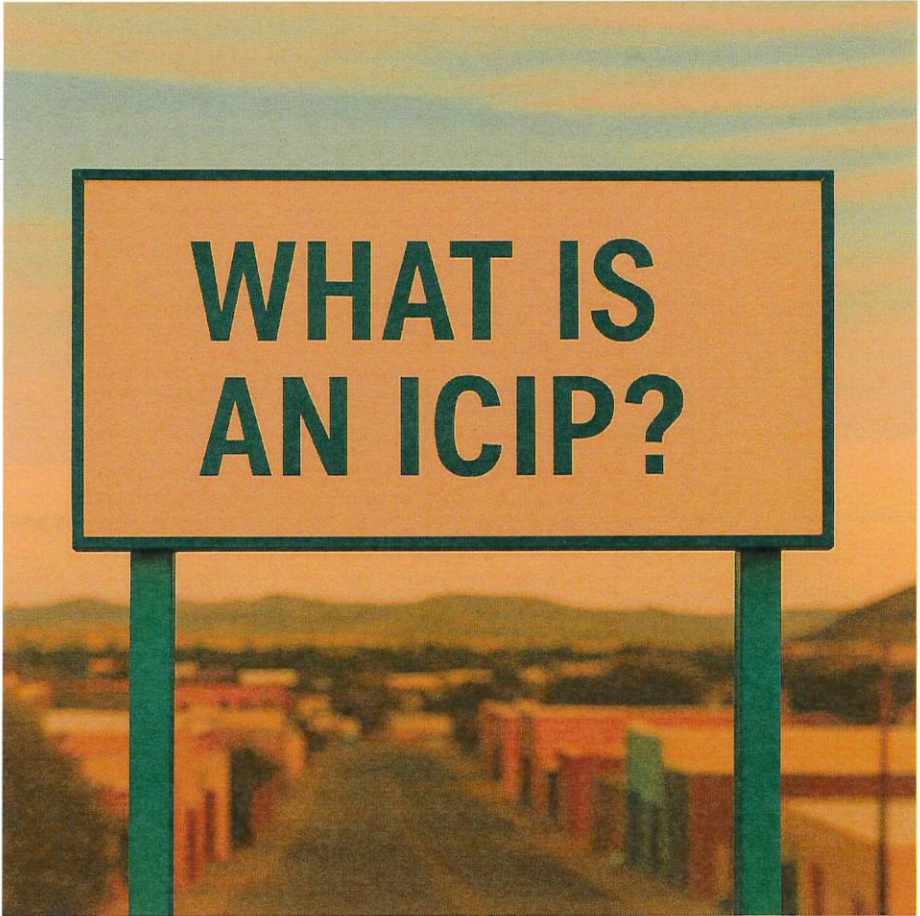
Reviewed and updated
every year to reflect
changing needs



Required by the DFA
(Dept. Finance and
Administration) and
the Governor's Office
to be eligible for capital
outlay funding



Projects must be
“shovel ready” —
meaning they have
clear cost estimates,
planning, and can start
if funded



**WHAT IS
AN ICIP?**

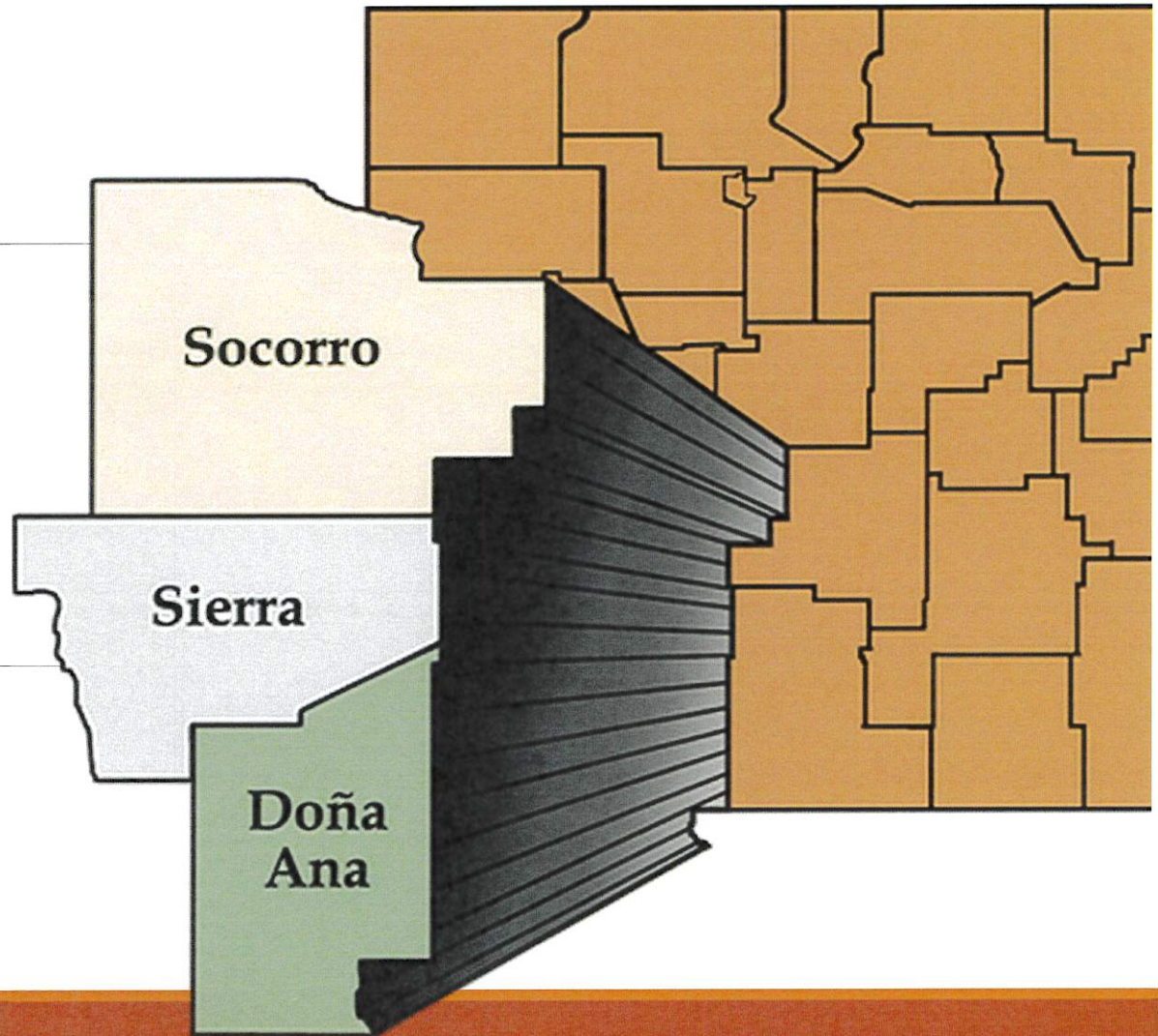
South Central Council of Governments – Technical Assistance

Facilitate public input sessions to gather community priorities

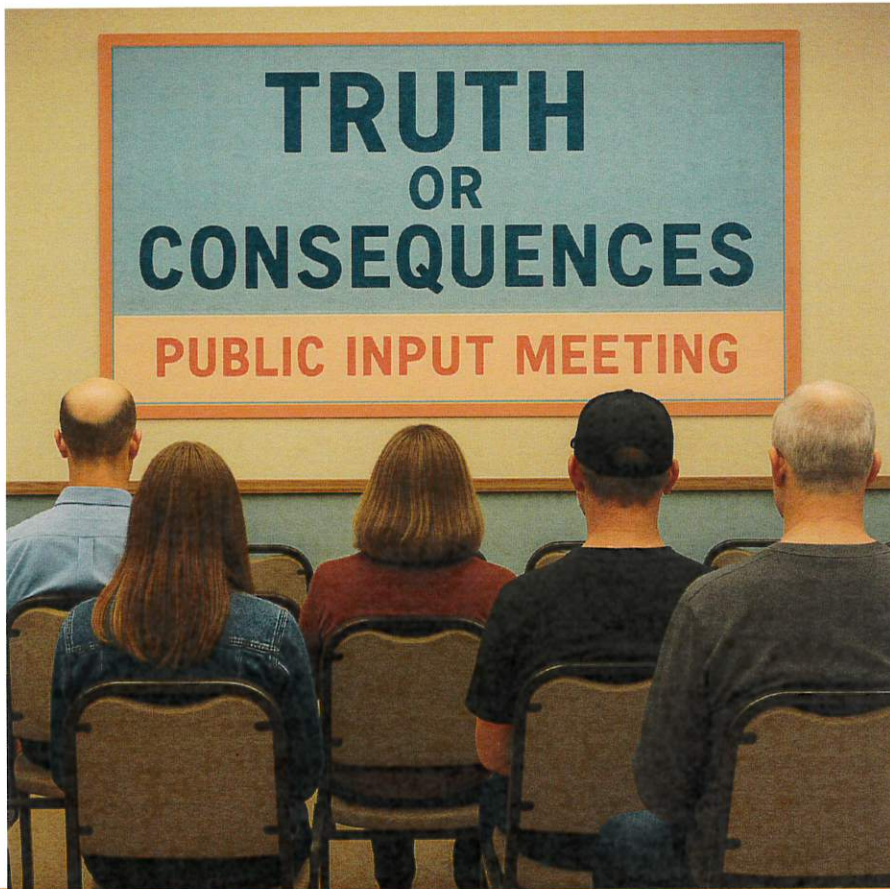
Summarize feedback for your review to support informed decision-making

Enter and refine project details in the ICIP system—I do not decide which projects are included.

Provided neutral support to help align local priorities with available resources

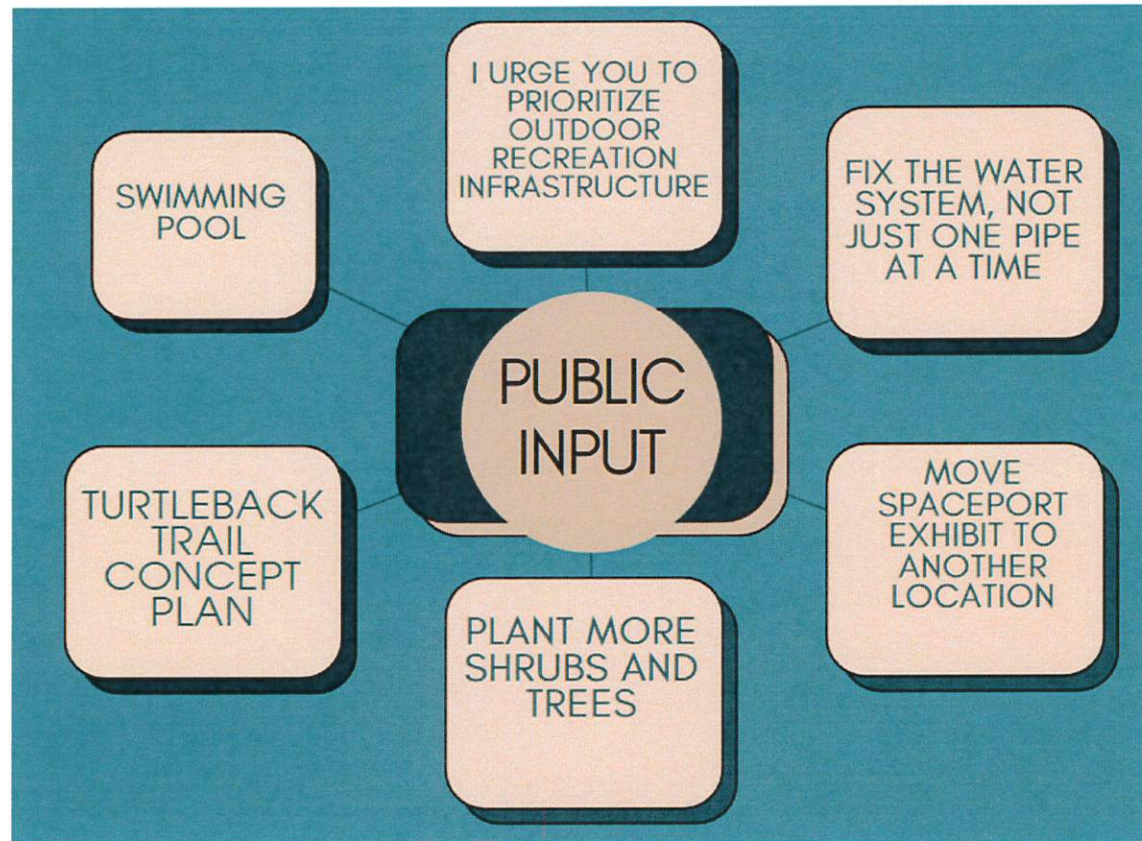


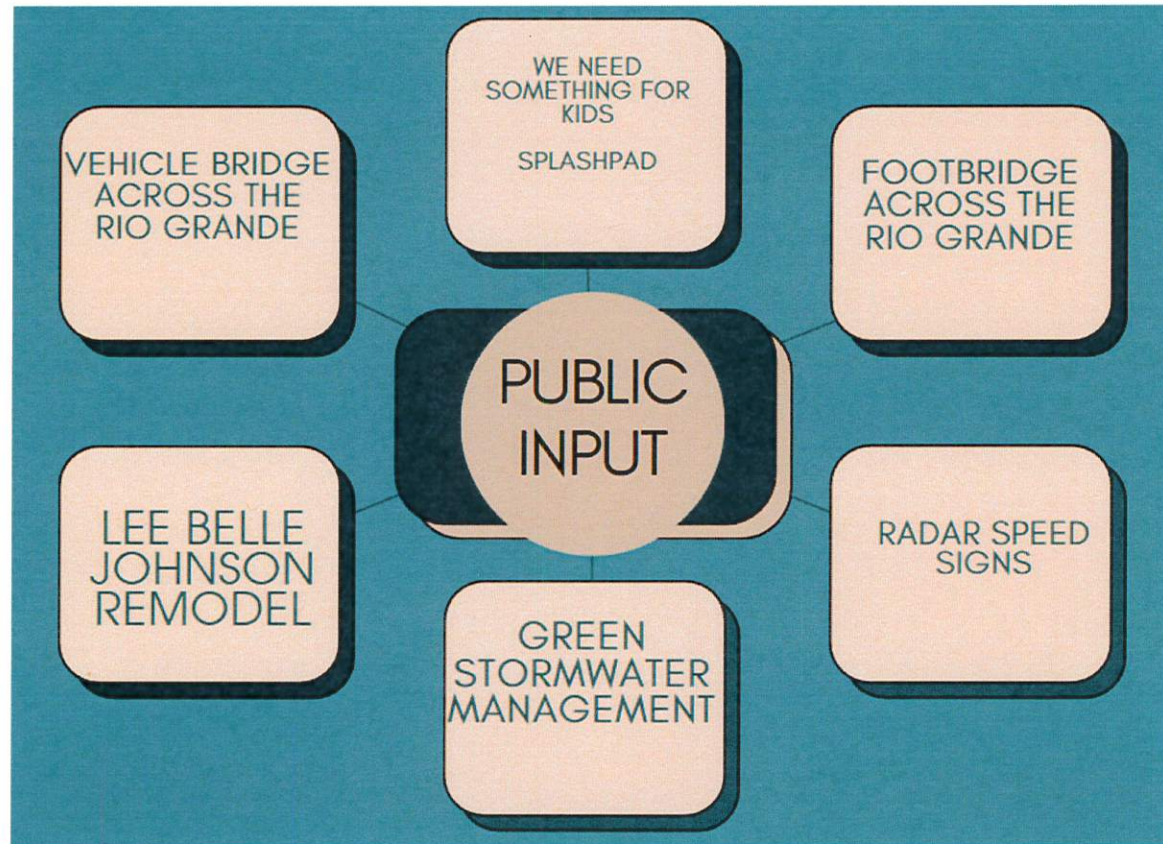
Public Input Process

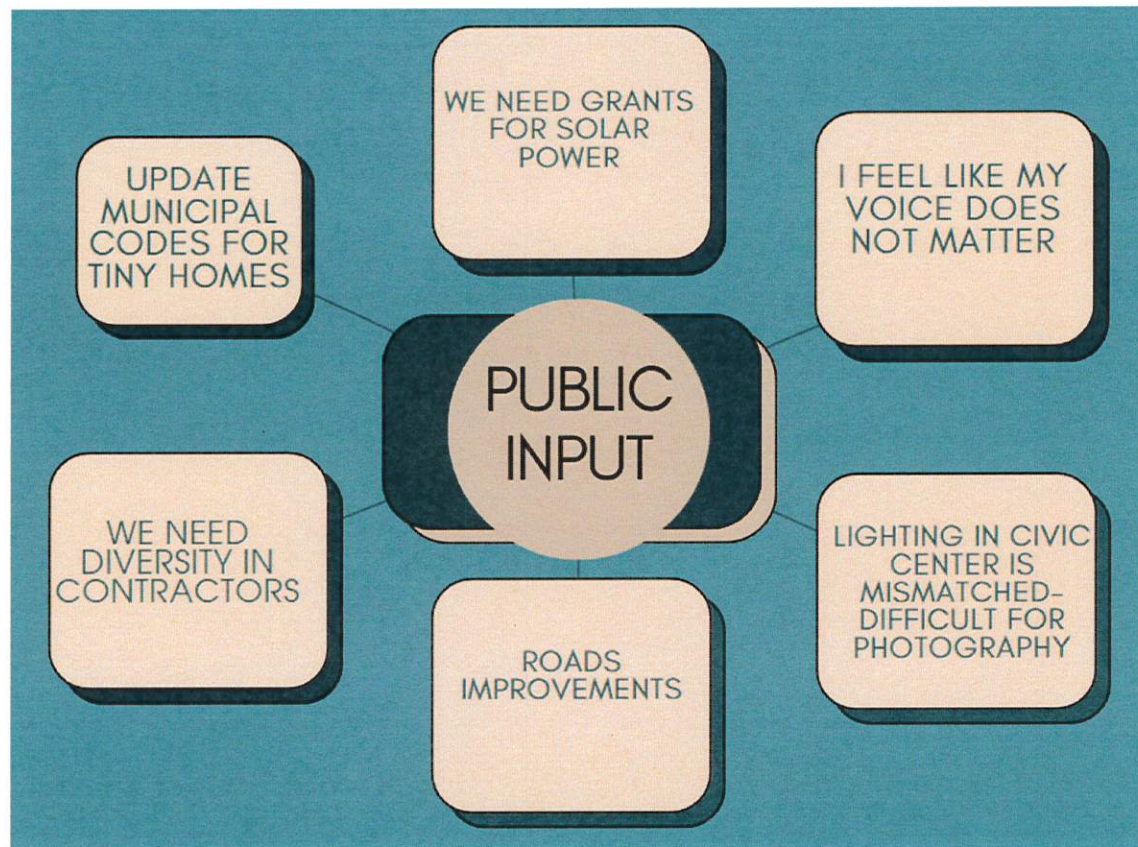


- **Public Input Meetings**
 - To promote broad community participation, we strategically hosted four public input meetings on May 8 and May 22, 2025, offering both noon and evening sessions. These times were chosen to maximize accessibility and provide residents with ample opportunity to engage in the decision-making process.
 - **Dates:** May 8 & May 22, 2025
 - **Times:** Noon & 5 PM (both days)
 - **Location:** City Commission Chambers
- **Print Media:** Notices published in Sierra County Sentinel (May 1, 8, 15, 22).
- Public information officer, Carrie Gaston did in person outreach while promoting the comprehensive plan and put up flyers.
- **Social Media:** Posted on TorC Public Information Page & shared across local community pages.

To ensure inclusive and accessible participation, we provided multiple avenues for public input—including phone, mail, and email. Contact information was prominently displayed across all outreach platforms for a total of 26 days, allowing residents ample time and flexibility to share their perspectives.







Sign-In Sheets

Transcribed
Comments from
Meetings

Emails

Phone Calls

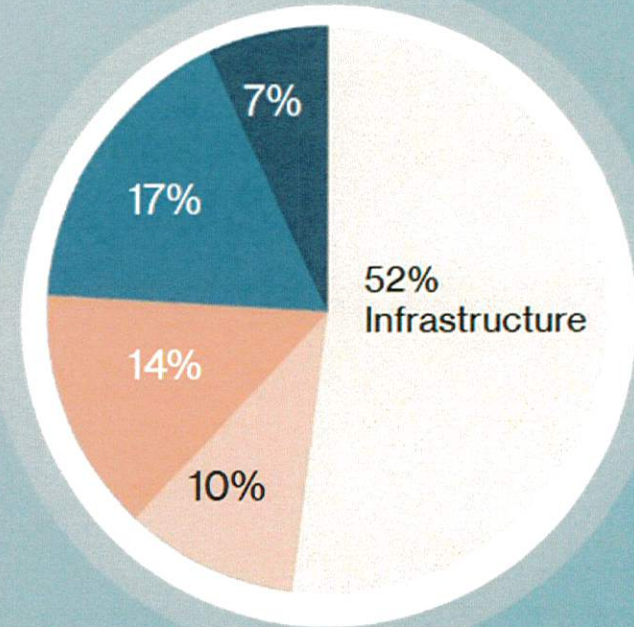
Social Media
Feedback

All responses were
compiled and
categorized

Key themes are
visualized in the pie
chart

Public Input

Community Priority Breakdown



Last year's ICIP- Top 5

Infrastructure Capital Improvement Plan FY 2026-2030

Truth or Consequences Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2026	2027	2028	2029	2030	Total Project Cost	Amount Not Yet Funded	Phases?
38614	2026	001	Wastewater Treatment Plant Upgrades	Water - Wastewater	0	1,000,000	3,000,000	3,000,000	3,000,000	0	10,000,000	10,000,000	Yes
40367	2026	002	Clancy Lift Station Force Main Improvements	Water - Wastewater	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
42977	2026	003	Sewer Vacuum System Replacement	Water - Wastewater	0	100,000	300,000	2,300,000	2,300,000	0	5,000,000	5,000,000	Yes
33002	2026	004	Water Infrastructure and Fire Hydrant Replacement	Water - Water Supply	12,607,079	7,225,000	0	0	0	0	19,832,080	7,225,000	Yes
36714	2026	005	Substation Primary Underground Feeder	Other - Utilities (publicly owned)	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes

Final Review & Ranking – Commissioners finalize project rankings.

Ongoing Community Engagement – Infrastructure needs continue to evolve, and public input remains valuable.

Thank You! – Appreciation for the commission and community's participation in the process.

6/10/2025



CITY CONNECT

JUNE 2025

Welcome to City Connect

Truth or Consequences residents now have a new way to stay informed! City Connect, our official city newsletter, brings essential updates on infrastructure, public services, community programs, and local initiatives—straight to your inbox.

Each edition features important announcements, service improvements, conservation efforts, and ways to get involved in shaping our city's future. Whether it's utility updates, road projects, public safety initiatives, or upcoming events, City Connect ensures residents have the latest information.

We welcome residents, businesses, and community groups to share their insights and updates! Help shape the conversation and stay engaged with what's happening in Truth or Consequences. Send your contributions to cgaston@torcnm.org.



Street Crew repairs a leak

City Blueprint: From Plans to Progress

City Blueprint is your go-to page for updates on city improvement projects, providing timelines, contractor introductions, and milestone updates—all in one place. Committed to transparency, we keep the community informed as we build a stronger, more vibrant city. Whether it's road enhancements, public spaces, or essential service upgrades, City Blueprint ensures you're always in the loop. Stay engaged, stay informed and watch our shared vision come to life at in the *Sierra County Sentinel* back page and at torcnm.org/government/city_blueprint/index.php



SMART TIP - Want to read the newsletter online? Subscribe to the digital version from our website at torcnm.org/contact/index.php.

OUR CITY WORKS STATS FOR MAY

ELECTRIC

14 electric poles replaced

STREETS

Installed 2 speed radar signs at the high school and 2 at the elementary school

WATER SERVICES

-30 Pipe Leaks Repaired
-13 Active Leaks
-Recycled 5,163,470 gallons of water

OUR COMMISSION

MAYOR

Rolf Hechler

MAYOR PRO-TEM

Amanda Forrister

COMMISSIONERS

Merry Jo Fahl
Ingo Hoepfner
Destiny Mitchell

JUNE CALENDAR

9 - Planning & Zoning
11 - City Commission @ 9AM
16 - Public Utility Board
18- Hazard Mitigation Meeting
19 - Juneteenth
25 - City Commission @ 4PM



CITY OF TRUTH OR CONSEQUENCES

 TORCNM.ORG

P.S. Photos

only house (3 empty)
Two empty & ches
Possible a joke 30 houses 2023
Next year

OUR Involvement at
City Council has shown a
hope that a PItition is
coming accross as democracy
working.

at early speeches I had told
my ~~speech~~ ~~speech~~ needs as
the chery Easement isn't maintainable
and is now worse

a Lot of hurt came from
T ALverese Sweeney at that Date
I have Been Changing Verry much
after a Court made a Golt
That I can see works, and
doesn't degrade or damage my
Plans and savings,
Conclusion that. I've Been
on top of most of Reasonable

Complyances, The Idea that
Litter or refuse is a
term that has worked to
Strip people of Civil Rights
we have had and continue
get support as maker's of
Restored things

Movie will be speaking
3 dead (Grand father)

We need to take steps to ensure new development in Sierra County does not contribute to the Heat Island Effect, exacerbate stormwater runoff issues, or add to environmental pollution. It is challenging to "green up" existing parking lots, roadways, or commercial spaces, although we are making an effort. With the proper codes in place for new projects, we can look forward to a greener future.

I am especially concerned with the new Love's Truck Stop proposal. Every Love's I have ever pumped gas at is acres of asphalt and concrete, though they do have great coffee.

We must insist that the blueprint includes trees, shade, xeric landscaping, below-grade bio-retention areas for stormwater mitigation, and subsurface infiltration systems. That's a mouthful, but it simply means not creating a scorching black asphalt desert that sends polluted runoff directly into our river system.

To keep the asphalt desert from happening, we depend on our current planning and zoning team, a great group of caring citizens. They must be given the freedom to overhaul our current codes to better reflect what we now know about drought, our vulnerable watershed, and the long-term effects of environmental pollution.

The DOT did a fantastic job landscaping the three roundabouts on Date Street. They planted hardy, drought-tolerant plants below grade where they will receive the most runoff possible. They installed irrigation to give them a good start. As the trees grow, they will provide shade, increase bird habitat, and lower the heat index. Something like this can and should be required at the Love's Truck Stop. The cost to the overall project will be minimal, and it will set a positive precedent for future projects.

Residents in our community value the natural world and are committed to its protection. Too often, it feels as though we must choose between economic opportunity and protecting our water, land, and wildlife. Let's prove we don't have to make that choice.

Let's up-grade planning & zoning to include green codes for all new ~~builds~~ construction.

6/11/25

Alice Hutchins

While I know the Love's Truck Stop proposal is still that, a proposal, I took a few minutes to review Love's February 26 presentation to you all. I hope more analysis will be done about the economics involved and the impact on local businesses, but it appears to be a solid project. My question is, has the issue of light pollution been taken into account in the planning?

Light pollution, especially one from a business as large as a truck stop, can disrupt the behavior of wildlife, including mating rituals, navigation, and migration patterns. We are surrounded by the most significant continuous east-west wildlife corridor in all of New Mexico and I believe we should do everything we can to protect migrating birds and our local bat populations.

Implementing Dark Sky Standards help preserve the natural beauty of night skies, making it easier to view stars and other celestial objects, something I like to do using the Skyview Lite app. The new improvements to the Historic Dam Site buildings wisely include Dark Sky lighting for this very reason.

Dark Sky Standards prioritize responsible outdoor lighting by limiting uplight, reducing glare, and using warm-toned light sources. Safety will not be affected in any way. A Dark Skies lighting plan is not about no light; it is about appropriate light.

These simple, inexpensive methods should be easy to incorporate into existing blueprints for a standard Love's truck stop project. BUT, and this is a big BUT, TorC needs to update its codes to reflect the community's concerns about the environment. Without the proper codes in place, business will choose the easiest, cheapest way to build. I do not believe this is in the best interest of our wildlife and watersheds.

Here is a flyer highlighting the Principles for Responsible Outdoor Lighting. It is my hope that Dark Sky Standards will soon be part of any building project in TorC.

Support George Henson IV's Found Object Installation

** Please put your name, location, and your occupation / connection to T or C**

1. **Hannah Jayanti** - NY & CA, Director of the documentary *Truth or Consequences* and collaborator on the 2019 Meteoric Festival.
2. **Alexander Porter** - NY & CA, Co-writer of the documentary *Truth or Consequences* and collaborator on the 2019 Meteoric Festival.
3. **Lauren Lee McCarthy** - CA, Contributing Artist 2019 Meteoric Festival
4. **Bethany Tabor** - NM, Program Officer for the New Mexico Humanities Council
5. **Samara Chadwick** - NY, Executive Director, International Film Seminars, Inc. and collaborator on the 2019 Meteoric Festival.
6. **Jae Minard** - NY, Documentary filmmaker and film programmer 2019 Meteoric Festival
7. **Claire Hentschker** - NY, attended the 2019 Meteoric Festival and contributed additional visual effects to the documentary *Truth or Consequences*.
8. **Brian Matthew Hart** - MN, Artist
9. **Peter Mettler** - Canada & Switzerland, Filmmaker and Contributing Artist 2019 Meteoric Festival
10. **Chris Simon** - Utah, Documentary Filmmaker & Folklorist, owner of Sageland Media. Recently visited *Truth and Consequences* and am deeply impressed by the art featured all around town. George's Installation is part of what makes T or C unique!
11. **Tara Autovino** NY, Documentary filmmaker. Have spent months at a time in T or C, and seek out George's work whenever we're there.
12. **Jászón Sébastián Russó** - NY, Documentary writer. Have spent months at a time in T or C, and seek out George's work whenever we're there.
13. **Illya Szilak**, MD Brooklyn, NY physician at Rikers Island and artist, know this work through the film. Art is integral to health and well being of communities. George's work is a big part of this for T or C.
14. **Jeannie Ortiz**. *Truth or Consequences*, NM. Artist, resident of T or C since 2011.
15. **Kate Amend**, ACE, Los Angeles, CA. Filmmaker, Professor and Art Historian and advisor on the documentary *Truth or Consequences*
16. **Kate K. Hall**. *Truth or Consequences*, NM. Artist, business owner, resident of TorC since 2018.
17. **Kyle Parker Cunningham**. *Truth or Consequences*, NM. Artist, Gallerist and Curator 2020. at Desert Archaic In TorC who represents George's work which sells regularly. Collaborator for MeTeORiC.

18. **Melissa McKinstry**, twelve year resident of TorC currently in Chicago area. Marketing professional, experience creator, Yoga Instructor, MeTeORICer.
19. **Maida Lynn**, CA, Founder of Genuine Article Pictures, Executive Producer of the documentary *Truth or Consequences*.
20. **Sara Archambault**, Providence, RI. Filmmaker, Producer of the documentary *Truth or Consequences*.
21. **Keisha Knight**, Bennington, VT/Los Angeles, CA, Executive Director Sentient Art Film distributor of *Truth or Consequences*
22. **Jordyn Jackson**, Truth or Consequences, NM. Artist, Singer/Songwriter in the alt-folk duo Flagship Romance, resident of TorC since 2018.
23. **Shawn Fisher**, Truth or Consequences, NM. Singer/Guitarist/Songwriter in the alt-folk duo Flagship Romance, Photographer, Resident of TorC since 2018.
24. **Kimberly Rae Jewell**, Truth or Consequences, NM. Baker of The Guesthouse Kitchen and Astrologer. Resident of TorC since 2007.
25. **Mina Kim Fitzpatrick**, Los Angeles/New York, Filmmaker, Visiting Professor; California Institute of the Arts
26. **Anne Yao**, New York, Film editor, Assistant editor on the documentary *Truth or Consequences*
27. **June Russett**, Truth or Consequences, NM, artist, resident & neighbor since 2020.
28. **Lisa Huntley**, NY and TorC homeowner since 2013.
29. **Linda Armstrong**, Truth or Consequences, NM, resident since 2012
30. **Tega Brain**, NY, Contributing Artist 2019 Meteoric Festival
31. **Sam Lavigne**, NY, Assistant Professor of Design, University of Texas at Austin, and Contributing Artist 2019 Meteoric Festival
32. **Caroline Mort**, NC, Archival Producer of the documentary *Truth Or Consequences*
33. **Jan Thedford**, Truth or Consequences resident since 2004.
34. **Eugina Shelton** wandering nomad who now finds herself a resident of T or C. Just a regular gal who respects the unusual.
35. **MaryAlice Holmes**, Milton, MA/TorC homeowner since 2018, Writer
36. **Susan Skinner**, Abq NM. As an artist and fellow collector of roadside detritus, I wholeheartedly support the continuation of George's environmental space. T or C is a unique place. Don't let the developers take control.

Name: Mary Cavett	721 Wyona St Torc	Signature: Mary Cavett
Name: Michael Schaefer	Colorado	Signature: [Signature]
Name: ART KURNER	615 Post	Signature: [Signature]
Name: Isalah Monroe	MD	Signature: [Signature]
Name: Ianya Becker	Address: 725 Wyona St. 87901	Signature: [Signature]
Name: Garbon Monroe	Address: 725 Wyona St 87901	Signature: [Signature]
Name: Allison Norton	Address: 407 Broadway Torc	Signature: [Signature]
Name: Don Hallock	Address: 410 V. Cedar, Torc, NM	Signature: [Signature]
Name: John Johannek	Address: 415 Broadway Torc NM	Signature: [Signature]
Name: Alex Talavera	Address: 103 E. 1st Ave Torc, NM	Signature: [Signature]
Name: LAEL LLAVERIA	Address: 120 N. PERSHING	Signature: [Signature]
Name: Karina Angeles	Address: 120 N. Pershing St Torc, NM	Signature: [Signature]
Name: Sylvia Norms	Address: [Signature]	Signature: [Signature]
Name: David Angeles	Address: Out of state	Signature: [Signature]
Name: Ernie Nunez-Lera	Address: [Signature]	Signature: [Signature]
Name: Bruce Adams	Address: [Signature]	Signature: [Signature]
Name: Tom Gedgards	Address: 2 Main St. Pinos Altos, NM	Signature: [Signature]
Name: Charles Schild JA.	Address: 703 S Broadway Torc	Signature: [Signature]
Name: Erich Harrison	Address: 840 Higgins 131 Unit 6	Signature: [Signature]
Name: Melissa Holton	Address: 303 ANIMOS CREEK RD	Signature: [Signature]
Name: Kyle Smith	Address: 721 Charles St.	Signature: [Signature]
Name: Mary Kinninger	Address: 602 Wyona Torc	Signature: [Signature]
Name: Silas Montoya	Address: 521 Wyona St.	Signature: [Signature]
Name: Nela Pineda	Address: 501 grad St.	Signature: [Signature]
Name: Jeannie Ortiz	Address: 708 Charles St.	Signature: [Signature]
Name: Kyle Cunningham	Address: 708 Charles St.	Signature: [Signature]
Cody Cunningham		710 Charles St.
Troy Hansen		731 WYONA.

Five Lighting Principles for Responsible Outdoor Lighting



DarkSky



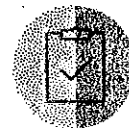
International Dark Sky Association

Responsible outdoor lighting is

1 Useful

Use light only if it is needed

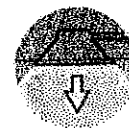
All light should have a clear purpose. Consider how the use of light will impact the area, including wildlife and their habitats.



2 Targeted

Direct light so it falls only where it is needed

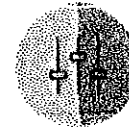
Use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed.



3 Low Level

Light should be no brighter than necessary

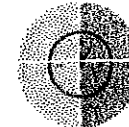
Use the lowest light level required. Be mindful of surface conditions, as some surfaces may reflect more light into the night sky than intended.



4 Controlled

Use light only when it is needed

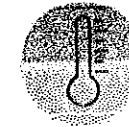
Use controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed.



5 Warm-colored

Use warmer color lights where possible

Limit the amount of shorter wavelength (blue-violet) light to the least amount needed.





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: E.2

SUBJECT: City Commission Regular Minutes, June 25, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 1, 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 7-9-25

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JUNE 25, 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 was absent
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
Katy Martinez, Deputy City Clerk

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. He asked everyone to keep Commissioner Fahl and her husband in their thoughts and prayers. He is in the hospital again and he has had a rough time over the past few weeks. We wish him a speedy recovery.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for Mayor Pro-Tem Forrister to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Forrister made a motion to approve the agenda with the amendment to change the wording application to agreement on items E7 through E13. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. COMMISSION COMMENTS:

None.

6. STAFF COMMENTS:

Jocelyn Holguin, Finance Director: I would like to introduce our new procurement officer, Carlos Miyagishima.

C. CONSENT CALENDAR:

1. Acknowledge Subrecipient FY 24/25 4th Quarter Reports.

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

D. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Approve Resolution 52 24/25 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation and Execute Grant Agreement Co-Op Project Fund.

Assistant City Manager Alvarez: The City has received an award offer from the 2025/2026 Local Government Road Fund Co-op Program for a total project amount of \$86,456.00. \$64,842 is a grant and \$21,614.00 is a match. The scope of the project is for 2nd Avenue from Date Street to Ash Street for a full depth roadway reconstruction. The application submitted was for a full project cost of \$190,477.91. It is the intent for the city to complete the full project using local bond funds to make up the difference.

Commissioner Mitchell made a motion to approve Resolution 52 24/25 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation and Execute Grant Agreement Co-Op Project Fund. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Approve Resolution 53 24/25 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation Municipal Arterial Project Funds and Execute Grant Agreement.

Assistant City Manager Alvarez: The City has received an award offer from the 2025/2026 Local Government Road Fund Municipal Arterial Program for a total project amount of \$229,777.00. \$172,333.00 is a grant and \$57,444.00 is match. The scope of the project applied for is for Pershing Street (from Main Street to 2nd Street) and 2nd Street (from Pershing Street to Date Street) for Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. The city applied for a total project cost estimate of \$744,472.31. Staff has reduced the termini to include 276 feet of roadway improvements with sidewalk on east side of streets to fit within the funding award.

Mayor Pro-Tem Forrister: I think it is important to note that when we have a match, those funds come from our bond funds.

Assistant City Manager Alvarez: In the last item, the match for that is actually in-kind services. If there was a difference, that would come from our bond funds. In this case there is no in-kind allowed so it's a cash match.

Mayor Hechler: Even though we don't get any in-kind services, will our streets department be involved?

Assistant City Manager Alvarez: We haven't received confirmation on that yet.

Mayor Pro-Tem Forrister made a motion to approve R Resolution 53 24/25 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation Municipal Arterial Project Funds and Execute Grant Agreement. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 55 24/25 Gardner Learning Center Rental Fees.

City Clerk Torres: We have four meeting rooms at the Gardner Learning Center that we're wanting to rent out to the public, so we are bringing this resolution to you so we can establish fees for that. The rental fees will include \$75 per room per day if the room is being rented for one day. \$50 per room per day if the room is being rented for two consecutive days, and \$30 per room per day if the rental is three or more days. We also added a key deposit of \$100, and all fees will be waived for governmental entities if they are using the room for the benefit of the public. The rentals will be made through the Clerk's Office, and the keys will be issued through our office as well.

CITY COMMISSION JUNE 25, 2025 REGULAR MEETING MINUTES

Mayor Pro-Tem Forrister: Is this something that is in need?

City Clerk Torres: Yes. Heather Williams will be using the rooms for the driving school courses and the Police Department will also be using the rooms for various trainings.

Commissioner Mitchell: Since the building has been recently renovated, each room has a smart screen and projector.

Mayor Pro-Tem Forrister: We should put it on our city page so the public will know that the rooms are available.

Mayor Hechler: I see that there is a section that refers to liability insurance. When is that required?

City Clerk Torres: I don't really have any specific scenarios that come to mind. We just wanted it in there in case we needed it.

Mayor Hechler: So, it's up to your discretion. If you deem that there is an event that may not be normal, liability insurance may be required.

City Clerk Torres: Correct.

City Attorney Rubin: I like that it is a discretionary matter. So, if you are renting the room for two consecutive days, it's \$50 plus \$50, but if it is rented for 3 days then it would be \$30 plus \$30 plus \$30, so it would be \$90. So that would be cheaper.

Mayor Pro-Tem Forrister: So, do \$35 per room.

Commissioner Mitchell: Is this for a whole day?

City Clerk Torres: They will be issued keys, and the rental is for a 24-hour period.

Mayor Pro-Tem Forrister: You could also make the two consecutive days \$60 per room, then that would be \$120 for the two days and then you can leave the \$30 how it is.

City Manager Whitehead: Our contention is to not rent out the red room anymore as a meeting space and we can get the Civic Center to be more of a place for the seniors on those business days so we won't have to relocate them, and they can use the red room.

Mayor Pro-Tem Forrister made a motion to approve Resolution No. 55 24/25 Gardner Learning Center Rental Fees with the amendments as noted. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 56 24/25 Credit Card Policy.

Jocelyn Holguin, Finance Director: City Clerk Torres and I have been working with the Finance team to develop this finance policy for credit cards. The credit cards are currently being issued through the Clerk's Office, but after today if this is approved, they will then go through the finance department.

City Clerk Torres: We currently have 5 credit cards, so what we are going to do is issue each department their own card, and before they are issued their card, they will have to sign the credit card policy. They will still have to enter a Purchase Order through finance for each transaction, the main thing that will change with that is that they won't have to check out a card through the Clerk's Office anymore. Finance also now has the ability to adjust the limit on the card if there is an approved purchase that exceeds the credit amount on the card.

Jocelyn Holguin, Finance Director: We were also able to increase the threshold as well. So, we estimated a cap for each department based on need and usage, but if we have to increase the credit limit for a particular card we can. Each department will also have online access to help them manage their purchases. And if another department thinks that they may need a card, we can order a card for them.

Mayor Hechler: How often are these cards used now.

City Clerk Torres: On a daily basis.

City Manager Whitehead: All uses will be authorized through the purchase order process.

Mayor Hechler: On page 2 of the contract where it states, *"The following purchases are not allowed, Personal items of loans"*. I think it should say *"personal items or loans"*.

Commissioner Mitchell made a motion to approve Resolution No. 56 24/25 Credit Card Policy with the amendment noted by Mayor Hechler. Commissioner Hoeppe seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution 57 24/25 Adopting the FY 2027-2031 Infrastructure Capital Improvement Plan (ICIP).

Yvette Bayless, SCCOG: I am requesting the approval of Resolution No. 57 24/25 adopting the ICIP project summary list as presented. The project order will remain unchanged, although the financial figures on some items will be adjusted. As updates and cost estimates are received, the final draft will be submitted for review before the ICIP is sent to the state.

Mayor Pro-Tem Forrister made a motion to approve Resolution 57 24/25 Adopting the FY 2027-2031 Infrastructure Capital Improvement Plan (ICIP). Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Resolution No. 58 24/25 City of Truth or Consequences accepting the ADA Transition Plan.

Assistant City Manager Alvarez: An updated ADA transition plan is required to be on file with NMDOT Construction and Civil Rights Bureau. This is a recording process that we do for grant funding through NMDOT, as well as our Recreation and Trails funding. The purpose of this plan is to update any obstacles, so the citizens have access to city programs and activities and services and in a fashion that is reasonable as possible making areas ADA accessible. Within the plan you will note that there is a description of each office building or facility that the city owns. We noted anything that may need some potential ADA upgrades with some potential cost. We also have a street listing as well that lists areas of our roads that we need ADA transition on. This is just a planning document. It was originally done in 2014, so they are requesting that we update it to current. With that being said, there are a couple of minor changes that I saw here. Where it lists the existing facilities and our parks, we need to add Rotary Park onto there because that park is not listed, so I'll make that change with the request if the Commission approves that they will approve it with the changes noted. There is also a reference to the tables where it says tables listing identified issues recommended corrections and estimated costs are included in Appendix A for facilities and Appendix B for streets. That actually should be Appendix A for facilities and parks, and Appendix B for streets. And then on our opinion of probable cost, I need to update the date from 2017 to 2025 costs.

Mayor Hechler: So, how do we go through this process, do we actually go out and inspect every facility for ADA compliance?

Assistant City Manager Alvarez: Correct. David Johnson with facilities updated this because this plan had been made in 2014, so he was able to go to each one of our different facilities to see what changes have been made. One of them was the Clerk's Office restroom. They updated their personnel restroom to become ADA compliant a couple of years ago. Dave went through and made changes that were needed and noted where we still need to make changes. Some of our facilities are not open to the public so we don't have to make that transition because of that. This is supposed to be reviewed and updated on an annual basis, which is news to me, so that is something that is now on my sightline.

Mayor Pro-Tem Forrister made a motion to approve Resolution No. 58 24/25 City of Truth or Consequences accepting the ADA Transition Plan with the amendments mentioned by Assistant City Manager Alvarez. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

E. NEW BUSINESS:

1. Discussion/Action: 709 Broad St. Property Abatement Extension Request.

Bibiana Gower, Applicant: I think it was about 2 weeks ago, so I have numbers two votes left on that, one of them I actually just got rid of the same day I sent the email out. So, I have one boat left and I was actually just talking to my friend Nicholas. I think we're going to throw the boat away. I have the titles and I'm just going to keep one of those boats because we have racks that we are going to use. He's talking to David Madrid, he's trying to get where he can borrow, I guess she has equipment to clean up the whole property. My friend Nicholas wants to level out everything and put it all into a dump. So what's left up there is, I had somebody try and help me out, he got all the metal right there in the front upper deck, the upper lot over by the fence, so that looks really horrible. But I don't have a truck right now to get rid of that so we're waiting for someone to pick that up and take it with their metal. Then, we just need to get all that trash put into dumpsters. I guess he had a dump trailer, so we can start putting that in, but that's all money, and it's a little bit more time, and my friend Nicholas is trying to make arrangements for paying a couple hundred dollars a month to do, just because of the portability and whatnot. So we're looking to get an extension. There has been a little less progress lately than there has been in the past.

Mayor Hechler: Miss Gower, would a three-month extension be sufficient?

Bibiana Gower, Applicant: Well, 3-6 months. Nicholas was asking if it's possible, we can have everything done in 6 months, I guarantee. 3 months more... we're still trying to work on that with David. I say we, but he's trying to work on that. I have recruited a local down there that is a good friend that wants to help me out, and we have some trade, I have a pontoon for him he's all ready to take off my hands. So I am just trying to get help. You guys, I guess, might know him. I was going to see if you wanted to talk to him over the phone as well.

Mayor Hechler: I don't think we'll need to do that. I'm going to ask you to stand by for a second, we will hear from our Code Enforcement Officer, then after that we'll make a decision, okay?

Bibiana Gower, Applicant: I appreciate that, but if you guys could really consider, I really appreciate the time that you've given me and like I said, it's been a slow process this last month, I did get rid of one boat. There're three camper shells still on there, those camper shells, as I stated on the email, they're not required to be registered, but I just aesthetically want them gone. I did post on a Facebook forum, and I actually got really great responses, that's how I got rid of that last boat, I have somebody who wants to take this boat too, but my friend Nicholas wants to keep that. Like I said, I have other vessels that we want to bring from here, that would be registered from here in Rio Rancho, to T or C. So, we're going to keep that trailer and that one boat. He has the truck and the ability to haul that

over there as soon as he can get a rim to match the other rim, I don't know what's wrong with it but he went to go look at it, and then we need two tires to get rid of that last boat. Then it's really just gathering up the trash around there and putting it in the dump. I just really appreciate if you guys could give us 6 months, I really do, I really feel that it will be done. I have another friend Roger, sometime in July, he's hauling from Missouri, his tractor or whatever equipment it is, there's another secondary person also, because what we can get done for free from our friend Roger would be easier, better, and quicker than having to get out and make payment arrangements with the other gentleman, David. I appreciate your consideration, thank you.

Mayor Hechler: Okay, stand by for a second, please. Mr. Knull?

Code Enforcement Officer Knull: As Miss Gower said, a lot of work has been done on the property and I'm almost at a point where I can call her compliant with the code. Of course, there are a few things, but almost every property I go to in the city has something I can find if I look for it. She's basically at a point where I can call her completely compliant. I am willing to give her an extension, I understand that money, things like that, everybody works with it, she's kind of been the poster child for what we want with gaining compliance; staying in contact with me, staying in contact with you guys and requesting extensions, rather than just letting it fall through the cracks. It has been pretty consistent over there, and I don't see any further issues. I would say with this last extension, she could be completely off of our radar.

Mayor Pro-Tem Forrister: No, I think Mr. Knull hit it right on the head, that she's our poster child. We've been with her since day 1 on this situation, and she is always in contact with us and with Code, and I think that's exactly what we're looking for. We're not here to make anybody's lives miserable, it's all about compliance. I think it's a good thing and I'm willing to do the 6 months as well.

Mayor Hechler: Miss Gower, I want to personally thank you for your persistence in this regard, and staying on top of it, you've been a pleasure to work with, you continue to be, and I wish everybody took these projects as seriously as you have. I really appreciate your efforts and your work. Standby, and we will have a motion here in a moment and let you know what's going on.

Bibiana Gower, Applicant: I appreciate it everyone, thank you so much.

Mayor Pro-Tem Forrister made a motion to approve the extension request for a 6 month period. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Kennel Permit at 412 Elm Street.

Assistant City Manager Alvarez: This was heard at the June 9th Planning & Zoning Commission by public hearing. The request is for a Kennel Permit. A Kennel Permit is for temporary housing of animals. The applicant submitted all the required documents, paid their fees, public hearing was held, we had no proponents, but we did have one opponent; the neighboring property, there was some discussion within the Planning & Zoning Commission with both the applicant, as well as the neighboring property owner. In the end, the request was made for them to move their kennels to the back side of the house for the purpose of noise reduction for when the dogs are out there barking. The applicant agreed to do that, so the Planning & Zoning Commission is requesting to give them a temporary permit, and have it go back to the Planning & Zoning Commission next month to see if they've moved the kennels and fencing area over. They have been in contact with our Code Enforcement, and he has done an inspection. The area for the animals for the housing is in clean condition, very happy with where the animals are kept. So, it was just a concern with the neighboring property. Code Enforcement, animal control, is here, as well as our applicant, if there are any further questions.

Animal Control Officer Tyler Knull: We inspected the property, and the applicant has stated that he does not wish to get any more animals; he is currently at 7 animals. He doesn't wish to get any more and actually hopes to get that number of animals down. The only reason he is getting this permit is to stay in compliance with the ordinance, and not to keep these dogs long-term. I could be misinterpreting this, but from my understanding, he works with Desert Haven to house and foster animals on a temporary basis but plans to get them all off of his property sooner rather than later. The way the kennel is set up is very clean, I don't see any issues with the dogs getting out, we haven't received any complaints about the dogs getting out. We haven't received complaints about barking dogs, we haven't received any complaints about foul smells. I understand that the opponent had brought this to the attention of the Planning & Zoning Commission, however, Code Enforcement has never received any complaints regarding the property. I checked with Central Dispatch, who haven't received any calls for service regarding the property, so there's no history of these issues existing. The Planning & Zoning board did say that they wished to have the kennel moved to a different part of the property, however, where the kennel is at now is currently compliant. If the applicant wishes to move it, I don't see why he wouldn't be able to do so, but I don't see any reason for preventing the permit from going through and issuing a temporary permit, because he is currently compliant now, even if he doesn't move the kennel as the Planning & Zoning Commission wished. There are no current violations.

Mayor Pro-Tem Forrister: I'm going to go on and say the same thing, if our code is saying they can keep their kennel where they wish to keep it, I don't see why we need to issue a temporary permit to make sure they move it. That's just micromanaging their personal property.

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Commissioner Mitchell: Well, we're not mandating that they move the kennel, we're just issuing them an actual permit, correct?

Mayor Pro-Tem Forrister: That's what I would like to do.

City Attorney Rubin: I think that's all that's before you anyway.

Mayor Pro-Tem Forrister: But they wanted us to issue a temporary.

City Clerk Torres: Planning & Zoning did.

Assistant City Manager Alvarez: Planning & Zoning gave them a temporary approval pending the moving of the fence. The applicant is supposed to go back to Planning & Zoning next month, and the fence is supposed to be moved. At that time, they would consider a permanent allowance for a Kennel Permit, which is on an annual renewal. So, the approval of the Kennel Permit was contingent on them moving the kennels, at the Planning & Zoning Commission level, that was their recommendation.

Mayor Pro-Tem Forrister: Right, but we can change that?

Assistant City Manager Alvarez: Correct, I just wanted to make sure you understood.

City Attorney Rubin: I think you can just do what you're saying, approve the temporary, it's still going to come back in 30 days anyway, to Planning & Zoning.

Mayor Hechler: So, if we allow the temporary permit, is it going to come back to us later one more time?

Assistant City Manager Alvarez: Yes.

Mayor Pro-Tem Forrister: But why are we doing the temporary permit?

Assistant City Manager Alvarez: Because I think the consensus of the Planning & Zoning Commission would have had the potential of not approving the Kennel Permit at all because we had an opponent with a concern regarding the noise from the animals. However, the applicant offered to move the kennels, so the opponent said they wouldn't object if they were willing to move the kennels. With that, the Planning & Zoning Commission decided that they would approve the Kennel Permit as a temporary, as long as the kennels were moved.

Mayor Hechler: So, I don't know if we need to get involved with it. Here's my take on it, first of all, I want to really commend the Planning & Zoning Commission for following this through, they were very detailed in their questioning, they spent a lot of time. I read everything they said, and they did a nice job. We had one opponent, he's not really an opponent, but the reason he is an opponent is because the kennels are right below his bedroom window. Because of that, when the dogs bark or make noise, it bothers him, so

he said he's an opponent *but* he's really for what the applicant is doing, if he will just move the kennels to the other side of the house, then he can support that. They've already agreed that, and I appreciate the work of the commission, I think we should adhere to what they recommend in this instance, and then we will see it again later on. I think it is a good move. The person that complained about it is right below his bedroom window, so I think he has a right to that even though it meets the criteria. They're both working it out and are amiable about it. The owner and the neighbor can work it out, I don't want to interfere with that or cause any rift, let them continue to work it out and we will get out of the way and let them take care of business. That's my piece.

Mayor Pro-Tem Forrister: Is the applicant here?

Assistant City Manager Alvarez: I thought that was him, but I guess not.

Mayor Pro-Tem Forrister: That's fine, but if he wants to move the kennel, that's a courtesy thing. Yes, it would be nice if he would be courteous to do that, but if he is in compliance, I don't think we need to say he has to do that. It would be great if he is courteous to his neighbor and they work that out, I get that part, but if he is in compliance and everything is fine, I don't think we should force him to do that. That's my take.

Mayor Hechler: And we're not going to force him through a motion to do that. I would like to make a motion to grant a temporary permit for 30 days to this individual for his permit, to go back to the Planning & Zoning Commission, then they can make a further recommendation to us from there.

Commissioner Mitchell: I would second that.

Mayor Pro-Tem Forrister: And then it'll come back to us for a final approval?

Mayor Hechler: Yes.

City Clerk Torres: So, a 30-day temporary permit?

Mayor Hechler: Mr. Knull, is that what we wanted?

Assistant City Manager Alvarez: I think it was 60 because we have to have the time frame for Planning & Zoning.

City Clerk Torres: We have to re-publish it.

Code Enforcement Officer Knull: If you guys want to do a temporary permit, I am definitely willing to go and re-inspect it, I was simply stating the facts of what we have right now. They're in compliance, I see no reason why, if you guys don't want to do a temporary permit, why you couldn't instead do a full permit, I'm fine with that.

Mayor Hechler: Mr. Knull, what is your stance on that?

Code Enforcement Officer Knull: I think he's going to move the kennel anyway. I would say so, the neighbor and the applicant seem to have reached an agreement that he is willing to move it, and I think he had planned to move it before his neighbor even brought this to his attention. I understand where the neighbor is coming from, but the facts of the situation are that we have no calls for service regarding noise or anything. I think it is just more like Mayor Pro-Tem Forrister said, it's more of a courtesy move than anything.

Mayor Hechler: So, I'll retract my motion if someone wants to rephrase the motion in a way that will allow for a permanent permit, then we won't see it again. But that's if you're confident, 100%, that they're going to do it anyway.

Code Enforcement Officer Knull: And I believe that they will, the applicant has stated that he will reach out to me when he does so, just so that I can do a re-inspection to make sure they're still in compliance for what we require for a Kennel Permit.

City Attorney Rubin: I have one legal question. What was the application itself? Was the application for a temporary or permanent?

Code Enforcement Officer Knull: The application itself was for a full Kennel Permit, no temporary. As far as I'm aware, we don't issue, on a legal basis, a temporary permit unless it's the decision of the Commission.

City Attorney Rubin: So, our action would be consistent with the application.

Mayor Pro-Tem Forrister: If he chooses to move it, that's a courtesy thing for him to do, but it's not required of him.

Mayor Hechler: Planning & Zoning probably wouldn't have allowed it if he didn't.

City Manager Whitehead: Remember, the permit does have to come back in a year, as well. They have to apply every year, and I would echo in support of the mayor in that, if Planning & Zoning attempted to negotiate the best agreement between the two parties, the neighbors have to be considered in zoning, that's kind of what the ordinance says. We should try to honor that, but I do think even granting it for the year, if they made the deal that he will move the fence, if he doesn't, the neighbor can start complaining, and in a year, you would then be able to say, we have complaints, and potentially we couldn't honor it. I think the fact that they tried to work out the best amicable deal between the neighbors should be honored in the Zoning board.

Code Enforcement Officer Knull: And if we approve it, the city does reserve the right, at any other Commission meeting, to revoke that Permit at any time. So, if we come back next month and we have received 12 complaints, we can revoke the permit at that time.

Commissioner Mitchell made a motion to approve the Kennel Permit at 412 Elm Street for a one year period. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion Action: Accepting the City of T or C Title VI Plan.

Assistant City Manager Alvarez: This is another plan that is required by NMDOT's Construction and Civil Rights Bureau in order for us to be eligible for the NMDOT funding and the Rec and Trails funding. The purpose is to show the city's commitment to non-discrimination. It is very similar to the items that you approved in the CDBG funding.

Mayor Pro-Tem Forrister made a motion to approve the City of T or C Title VI Plan. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: RFP #2025-05-002 Annual Legal Services Contract Award- Jaime F. Rubin, LLC.

Jocelyn Holguin, Finance Director: Contracts for our legal services were about to expire, so I issued an RFP. Based on the two that submitted and the evaluation that the evaluation committee provided, we would like to continue services. There are two contracts, but it is just two different sections. I am just going to knock them both out. Jay's is the first contract, and his is to be capped at \$65,000 at \$200 an hour. Because we utilize his great mind more than we do Coppler, the caps are different. I attached the score sheets to them as well so you can see the differences. The other contract is a little lower in the threshold. If there are changes or any other items in the next fiscal year, we would do an addendum around this time of year to have it ready for the next fiscal year.

Mayor Hechler: I have a couple of questions. One is, what were the legal services total last year? I know it was about \$65,000. Didn't we go back to the Commission and ask for an additional sum?

Jocelyn Holguin, Finance Director: I wasn't here last year.

City Attorney Rubin: I don't think it was that much, I think the cap was in the neighborhood, but I don't think the actual billing was that much. I think we had his cap here but at \$200 an hour, which is actually what I'm asking for in this particular contract for the first year, we're usually around \$4,000 a month, \$4,500 somewhere in that neighborhood.

Mayor Hechler: So, we stayed under the \$65,000? Okay. I noted that in next year, are we approving the increase to \$220 an hour for next year?

Jocelyn Holguin, Finance Director: Yes.

Mayor Hechler: And what's the justification or that?

Jocelyn Holguin, Finance Director: Jay is increasing his rates.

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Mayor Hechler: That's a 10% increase, we don't give that 10% increase to anyone else on our staff.

Jocelyn Holguin, Finance Director: I don't think he's had an increase in a while, so I think that's what he was considering.

City Attorney Rubin: That's correct, I actually kept the hourly rate for the first year exactly what it's already been.

Mayor Hechler: And what does that do to the cap? I guess it doesn't affect the cap of \$65,000?

City Manager Whitehead: The cap would still be the same.

Commissioner Mitchell: So you're saying he gets to make the same amount of money, just work less.

Mayor Hechler: As long as you keep under the cap.

Jocelyn Holguin, Finance Director: And really, he can exceed the cap because it was an RFP but this was just the agreement.

Mayor Hechler: I noticed that in the Coppler Law Firm, he didn't have an increase next year or the year after.

Jocelyn Holguin, Finance Director: He said we don't utilize him as much. If you notice on the score sheets, there were zeroes where there are dollar amounts, because they both submitted based on the prior RFP. So, I had a discussion with both law firms. When I spoke with John, he stated that we don't use them as often as we would Jay so that's why he stated that rate.

Mayor Hechler: The reason I'm asking the question, let me first just say this, I know we're getting our money's worth with Jay because there's nobody that knows the history of our community more than Jay does. With that, I know that he gets things done quicker than any other attorney does because he has the history, he has the archives, he knows what's happening, for instance, with the Hot Springs land development thing. He was with that since the beginning, and I know that he was able to answer those questions and deal with those issues very quickly. So, he's worth it, but I thought it would be important to let the public know what the salary is and that we're also talking about increasing it to \$220 an hour. I think it's important for disclosure to get that out.

Jocelyn Holguin, Finance Director: And it's disclosed in the contract. Also, I just wanted to say, that when I came in, my understanding was that they were sending these 4 year renewals every year to be updated, and we technically don't have to do that, it was just something the prior administration was doing. This automatically renews based on the terms and conditions.

City Attorney Rubin: And there's nothing to stop you at any time during the term, put it on the agenda if you have any questions or concerns, we can revisit it. I'm right here.

Mayor Hechler: So, will we be back at this again next year to approve the year after? Or are we approving the \$220 an hour now?

Jocelyn Holguin, Finance Director: It automatically renews.

Mayor Hechler: So that's what we're doing now is what I'm understanding?

City Manager Whitehead: That's correct.

Mayor Hechler: Then I guess we need to know what we're approving. So, it's \$200 an hour for Mr. Rubin now and then \$220 an hour henceforth starting next year?

Jocelyn Holguin, Finance Director: Right. And the 3 consecutive years stated as according.

Commissioner Mitchell made a motion to approve the RFP #2025-05-002 Annual Legal Services Contract Award to Jaime F. Rubin, LLC. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Attorney Rubin: As a final point, I would just like to point out most importantly, that it is an honor and a privilege to be the legal representative of the city where I have been working. It's really something, it's hard to describe, really, but it's fantastic, it's a good feeling. I thank the Commission for approving the contract.

5. Discussion/Action: RFP #2025-05-002 Annual Legal Services Contract Award- Coppler Law Firm, P.C.

Mayor Hechler: You've already briefed us on that, it's pretty much the same thing, we use him a lot less. The cap on that was \$24,000, and it stays at \$200 per hour for the next full year.

City Manager Whitehead: If I can just make a comment. We do use Coppler. Jay is a local attorney and at times he does have local constituents that also are his clients. Jay is very good at indicating conflicts of interest, he's done it before. Very transparent, he doesn't cross that line, and in those instances, we would immediately contact our secondary advisor who is as knowledgeable on our community as Jay is. There have also been times where both of them are available to give us their opinions on matters. That's the real value of having Mr. Coppler as well.

City Attorney Rubin: I'll take it a step further, there are times when I call him up and ask for a second opinion, I like having that option.

Mayor Pro-Tem Forrister made a motion to approve the RFP #2025-05-002 Annual Legal Services Contract Award to Coppler Law Firm, P.C. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Approval of Purchase Requisitions over \$60,000.

Jocelyn Holguin, Finance Director: This is an itemized list of what's to start for the new fiscal year through the finance department. In July, we'll have the other departments, but these are the primary services. I do want to note on item E it should be \$500,000, but I copied and pasted the two numbers.

Mayor Hechler: Yeah, I was wondering what \$869,000 was for.

Jocelyn Holguin, Finance Director: Yeah. So basically, these are services we have to conduct to run the city. The reason they're on the agenda is because they are over \$60,000. We did it and added it for your review and approval. The only thing I don't have on this one that will be on the next agenda, for example, the electric department needs, or any other departments where it is \$60,000 and over for our changes.

Jocelyn Holguin, Finance Director: It's all the departments, cell phones and desktops and that is an estimated costs based on what we expensed this fiscal year. That's where we got these numbers.

Mayor Pro-Tem Forrister: What do we use TDS for?

Jocelyn Holguin, Finance Director: Internet.

Mayor Pro-Tem Forrister: How about the desktop phones?

Jocelyn Holguin, Finance Director: So, we need TDS to use the desktop phones.

Mayor Hechler: So, everything's the same except for item E, which should be \$500,000, is that what you're saying?

Jocelyn Holguin, Finance Director: Yes sir.

City Manager Whitehead: And just to clarify, we process the Sierra Vista Hospital gross receipt tax as a passthrough. It comes through, we get the report, and we just pass it right on through, but we do need a purchase order so that as it goes they can pay that bill.

Mayor Hechler: And it may not be that much throughout the next year, right?

Jocelyn Holguin, Finance Director: The ones that are 100% are for Sierra Vista, the Capital One, the loan, and the airport. The ones that are flexible are Verizon & TDS. Those are the estimated costs.

Commissioner Mitchell made a motion to approve the Purchase Requisitions over \$60,000 with the noted change. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: FY 25/26 Sub-Recipient Grant Agreement for Geronimo Trail Scenic Byway.

Mayor Pro-Tem Forrister: I do have a question before we get started on all of these. I know we had talked about maybe having a certain amount that we were going to allocate and break up between these, what did we decide? I guess I wasn't here during that meeting during budget.

City Manager Whitehead: The Commission, through the budget process, agreed that \$50,000 would be the cap to divide amongst what ended up being 5 community partnerships that we wanted to create. So that's the total and we fit that in on those grants. The other portion would come from the Lodger's Tax part. And what we've tried to do to make the process simpler, is I've asked the Clerk's office to be the keeper of the record for that. Not only Lodger's tax, but also what we're calling the Subrecipients. So, they'll all report the same, and they'll all come to the Clerk, who will be keeping the reporting for all those projects.

Deputy Clerk Martinez: On June 13th, the clerk staff and the city manager met to discuss the fiscal year 2024-2025 subrecipient agreements which are included in your packet along with the application that was submitted. The layout of the agreement is the same as it is every year, apart from the allotted amount. In the agreements, we list the amount we wish to allot each applicant along with the breakdown of what the funds should be used for, and which funds it will be taken out of. Another thing we added is that the Clerk will also accept invoices and reports via email to help make it easier for the applicants to submit their documents. I stand for any questions.

Mayor Hechler: Are you going to go through each one for us?

City Clerk Torres: On each agenda request form, I broke it down, it's also on the agreement of how much they are allotted, and how much is going out of each fund, and what each amount is used for.

Commissioner Mitchell: It looks good, I think we just go with the amounts on each one and then discuss.

City Attorney Rubin: It occurs to me, since you're agreeing to all 6 amounts, then as long as you're not changing the amounts, you can do it all in one motion.

Mayor Hechler made a motion to approve the FY 25/26 Sub-Recipient Grant Agreements for the following items:

- **E7. Geronimo Trail Scenic Byway Subrecipient agreement in the amount of \$31,000.**
- **E8. Sierra County Historical Society (Geronimo Springs Museum) Subrecipient agreement in the amount of \$6,500.**
- **E9. MainStreet Truth or Consequences Subrecipient agreement in the amount of \$85,000.**
- **E10. The Club of Sierra County Subrecipient agreement in the amount of \$10,000.**
- **E11. Sierra Joint Office on Aging Subrecipient agreement in the amount of \$25,000.**
- **E12. Domestic Abuse Intervention Center Subrecipient agreement in the amount of \$3,500.**
- **E13. Companion Animal Action Team Subrecipient agreement in the amount of \$1,500**

Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: FY 25/26 Sub-Recipient Grant Agreement for Sierra County Historical Society (Geronimo Springs Museum).

Item was discussed and voted on in E7.

9. Discussion/Action: FY 25/26 Sub-Recipient Grant Agreement for MainStreet Truth or Consequences.

Item was discussed and voted on in E7.

10. Discussion/Action: FY 25/26 Sub-Recipient Grant Agreement for The Club.

Item was discussed and voted on in E7.

11. Discussion/Action: FY 25/26 Sub-Recipient Grant Agreement for Sierra Joint Office on Aging (SJOA).

Item was discussed and voted on in E7.

12. Discussion/Action: FY 25/26 Sub-Recipient Grant Agreement for Domestic Abuse Intervention Center (DAIC).

Item was discussed and voted on in E7.

13. Discussion/Action: FY 25/26 Sub-Recipient Grant Agreement for Companion Animal Action Team (CAAT).

Item was discussed and voted on in E7.

14. Discussion/Action: Approve and Accept JPA Sierra County Regional Dispatch Authority.

Chief Tavizon: What I have before you is the JPA for the Sierra County Regional Dispatch Authority. I believe it's been some time since there was an agreement, 2010 was the last one. This is just an updated JPA that outlines the authority, the members of SCRDA, and where the payment comes from. A percentage of it comes from the GRT 901. The director is here if we have any questions that we would like to direct towards her. We do pay a percentage of that as well for the entity for the calls of service that we receive from our community. They dispatch all safety emergencies to us county and other entities. With this agreement I ask that you approve it, so that we can continue to work in collaboration with them to provide public safety to our community members.

Mayor Hechler: Can we go into the compensation part a little bit, and how that is broken down. What I'm looking for specifically is the cost breakdown and maybe a year to year comparison for a couple of years to kind of give our audience an idea of how much these services cost us.

Michelle Atwell, SCRDA Director: The way that SCRDA was created, the last update was done in 2015. I presented to the board, this new one, with only two changes and we will review it every 3-5 years now, 10 years is way too long. The changes were that SCRDA no longer dispatches for New Mexico State parks, so we took that name off the JPA. Also, we included our fiscal agent, we're part of their audit now. At yesterday's county commission meeting, we just signed a fiscal agreement with the county so we have all that updated. The way that SCRDA works for all entities, we dispatch for all city entities, county, and emergency services in SVH. The county has the emergency communications GRT. There are three entities that get those funds; SCRDA, I believe, gets 96% of that. It is a county GRT that was created for emergency communications and every year it is a guessing game of how our GRT's go. We've been very strong the last couple of years. I believe last year SCRDA received about \$700,000 for GRT for our operations. The GRT goes toward SCRDA's operations. I don't have it in front of me, I apologize, but I think I put down for our GRT to be about \$650,000 this year. We got a lot of GRT last year for the roundabouts, the bridge construction, and all of that. What happens is, I work the operating budget for SCRDA, I present it to the SCRDA board, they're the authority over the finances of SCRDA. I'll throw a number out there for an example, so say my budget is \$1 million. I get \$700,000 of GRT, so the entities that pay into SCRDA, have to share

the remaining \$300,000. We do that on percentage based usage. So, SCRDA and all of our entities, they get their call volumes every month. At the end of the year, we tally it up. Whatever that leftover percentage is, that entity pays into that \$300,000. T or C is one of our higher usages of calls, we get more calls in the city than we do in the county, but the county actually came up this year. My third highest is Sierra Vista Hospital with their EMS. I hope I simplified that.

Mayor Hechler: Chief, what's our trend in call volumes? I know we've made some changes with our doppler system with the water. That should have knocked it down a little bit, what's our trend?

Chief Tavizon: It didn't knock it down quite a bit, with the utility calls going to that doppler system, they have been pretty consistent, as far as calls for service for the officers and code enforcement as well. It's been pretty steady, we are the primary call entity. We're the highest call volume for the SCRDA board.

Mayor Pro-Tem Forrister: IF you're not dispatching for state parks, what happens there?

Michelle Atwell, SCRDA Director: In legislation, approximately 4-5 years ago, state agencies such as New Mexico Game and Fish, New Mexico State Parks, which is under emergency minerals and natural resources, will be dispatched out of New Mexico State Police. So, State Parks is being dispatched out of State Police. We are in discussions, because I feel there is a delay issue in that. You should be aware, we still receive all the 911 calls. So, when we receive a 911 call from State Parks, we have to transfer it to state police, then they have to dispatch back. The issues I'm coming across is if it's a medical call, my dispatchers are emergency medical dispatch certified, licensed through the state EMS bureau. So, by law we can't transfer that call, we have to work that call. SCRDA has more dispatchers on duty so their partner will call State Police and say, "Hey, we're working a scene." And then they'll have to dispatch. It's a big concern of mine, and it's a big concern of my board. We still get the 911 calls, and we still dispatch all the EMS, fire services, or if that agency is requesting backup or whatever. It's not only a slight delay, but we're not being compensated for all the work that SCRDA dispatchers are doing. I'm proud to say that most of my dispatchers are raised here, they know local state parks better than anybody else, so you get a 911 call and someone says, "I'm in smiley cove.", my dispatchers know where that is. Where, New Mexico State Police dispatchers are wanting GPS coordinates, and under an emergency, people don't know what their GPS coordinates are.

Mayor Pro-Tem Forrister: So, you get a call, someone on the beach, something happened, they call in, you receive the call, so you have to dispatch it to state police, they're turning around and dispatching it back to you through our county?

Michelle Atwell, SCRDA Director: Back to their State Park rangers. So, we handle all the first responders for Sierra County that would respond to state parks such as Fire, EMS, Elephant Butte Fire, SVH EMS, or if it's a major incident, any incident, any entity in Sierra County. We're still working the calls, we still get the 911 calls.

Mayor Pro-Tem Forrister: They just aren't having to get paid.

Michelle Atwell, SCRDA Director: They're not paying us anymore. I have to have, on high holiday weekends like 4th of July, I have to bring in dispatchers for overtime to cover the call volume. Everybody knows those are the busy times at the lake. During 4th of July, we will get 110,000 people there and it's just my dispatchers working that.

Commissioner Hoeppner: So honestly what I think, the data, the calls you are taking for the state, maybe we collect that and we go up to Santa Fe, we can show how many calls, maybe we can ask for them to pay them.

Mayor Hechler: We will need a discussion about that it seems.

Michelle Atwell, SCRDA Director: Your police chief and the manager are on the SCRDA board, we're beginning that process. We just want to make it as politically soft as we can, because we do work together, it is another dispatch agency, I'm not trying to ruffle any feathers or anything.

Mayor Hechler: It's all about service to our customers.

Michelle Atwell, SCRDA Director: My concern is, first and foremost my first responders' safety, and of course public safety, and we should never have a delay for any reason. So, we're working on it.

Mayor Pro-Tem Forrister made a motion to approve the JPA Sierra County Regional Dispatch Authority. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

15. Discussion/Action: Approve and Accept 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding.

Chief Tavizon: What you have here in front of you is basically a notice of funding that we were awarded through the 2024 Edward Byrne Memorial Assistance Grant, the \$12,025 is specific to cover some of the security mandates that CJIS had put out there, and the FBI, for being able to access leads which the officers utilize on the streets to run license plates and people. They get all the information back on that system. We had a mandate that was non-funded by the state and by the FBI. So that we wouldn't have to pay out of our budget for it, I went ahead and applied for the funding that was available and they granted that funding to us based off of our history with JAG and being in good graces with them. So, they did award us with the full amount I requested, which should cover the multi-authentication process for accessing the government websites.

Mayor Pro-Tem Forrister: Thank you for coming up with a solution to a problem.

CITY COMMISSION JUNE 25, 2025 REGULAR MEETING MINUTES

Chief Tavizon: This isn't the only obstacle that we will have in front of us, so we will try to do what we can to mitigate it being taken out of our budget.

Commissioner Mitchell made a motion to approve the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 5:17 p.m.

Passed and Approved this 9th day of July, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: E.3

SUBJECT: June 2025 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: July 1, 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 June 2025

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,737,465.63

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 7-9-2025



Truth or Consequences

AP EOM REPORT JUNE 2025

By Fund

Payment Dates 6/1/2025 - 6/30/2025

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					
SUPERIOR WEED AND PEST C...	022022315	06/06/2025	ROYAL XD SEED	101-1009-44607	552.00
SUPERIOR WEED AND PEST C...	022022315	06/06/2025	HUMATE	101-1009-44607	225.00
SUPERIOR WEED AND PEST C...	022022315	06/06/2025	TAX	101-1009-44607	65.07
NEW MEXICO GAS COMPANY ...	05/27/2025	06/06/2025	NM WORKFORCE CONNECTI...	101-1018-43780	43.71
NEW MEXICO GAS COMPANY ...	05/27/2025	06/06/2025	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	42.67
NEW MEXICO GAS COMPANY ...	05/27/2025	06/06/2025	GENERAL OPEN PO FY24/25	101-1018-43780	492.41
MELISSA GARCIA	05302025	06/06/2025	KEY DEPOSIT REFUND CIVIC C...	101-1099-34348	200.00
MARGARET HERRERA	06032025	06/06/2025	RALPH EDWARDS PARK DEPOS...	101-1099-34348	25.00
ARENAS VALLEY ANIMAL CLIN...	100870	06/06/2025	VET SERVICES	101-1006-48598	499.22
ARENAS VALLEY ANIMAL CLIN...	101212	06/06/2025	VET SERVICES	101-1006-48598	857.64
ARENAS VALLEY ANIMAL CLIN...	101427	06/06/2025	VET SERVICES	101-1006-48598	492.98
POLICARPIO V BUSTAMANTE ...	105.25	06/06/2025	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
CITY CLERK BANK OF AMERICA	14678	06/06/2025	5/14/25 REGULAR LOCAL ELE...	101-1001-42720	35.00
BANK OF AMERICA	1825130	06/06/2025	BACKGROUND CHECKS - NH A...	101-1004-48599	204.22
AMAZON CAPITAL SERVICES I...	1RXW-Q643-1PJ6	06/06/2025	OFFICE SUPPLIES	101-1007-44606	30.89
OREILLY AUTO PARTS INC	2162-186359	06/06/2025	DOOR HANDLE REPLACEMENT	101-1009-47420	88.34
ANIMAL SHELTER BANK OF A...	232449	06/06/2025	PUPPY FOOD	101-1006-45607	203.90
UNIFIRST HOLDINGS INC DBA ...	2880250517	06/06/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880257500	06/06/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
DOCUMENT SOLUTION INC	372772	06/06/2025	CITY CLERK OFFICE SHARP OV...	101-1001-43465	183.90
DOCUMENT SOLUTION INC	372772	06/06/2025	CITY MANAGER OFFIC SHARP ...	101-1003-43465	292.57
DOCUMENT SOLUTION INC	372772	06/06/2025	FINANCE OFFICE SHARP OVER...	101-1004-43465	589.56
DOCUMENT SOLUTION INC	372772	06/06/2025	POLICE DEPT SHARP OVERAGE...	101-1007-43465	183.82
DOCUMENT SOLUTION INC	372772	06/06/2025	PARKS DEPT SHARP OVERAGE...	101-1009-43465	0.74
DOCUMENT SOLUTION INC	372772	06/06/2025	FACILITY MANAGEMENT SHA...	101-1014-43465	15.37
SIERRA COUNTY SENTINEL	3840	06/06/2025	FY 24/25 PUBLICATIONS	101-1001-43740	619.38
SIERRA COUNTY SENTINEL	3863	06/06/2025	HELP WANTED ADS - FY24-25 -...	101-1004-43740	553.74
SIERRA COUNTY SENTINEL	3901	06/06/2025	SENTINEL SUBSCRIPTION	101-1004-43770	40.00
QUILL CORPORATION	44166135	06/06/2025	HASBRO PLAY-DOH SUPER CO...	101-1016-44606	36.54
QUILL CORPORATION	44180060	06/06/2025	PARTY LOONS LATEX BALLOO...	101-1016-44606	29.69
QUILL CORPORATION	44181445	06/06/2025	APPLE BARREL ACRYLIC PAINT...	101-1016-44606	34.33
CITY UTILITIES	5/22 & 5/29/2025	06/06/2025	GENERAL FUND CYCLE C&D O...	101-1018-43780	8,248.88
COMPANION ANIMAL ACTION...	5/30/2025	06/06/2025	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	375.00
PATTILLO BROWN & HILL LLP	501245	06/06/2025	ANNUAL AUDIT FY 2023-24	101-1018-48596	3,030.76
ANIMAL SHELTER BANK OF A...	516603	06/06/2025	DOG FOOD	101-1006-45607	734.08
JAIME F RUBIN LLC	6/2/2025	06/06/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	4,691.53
WILLIAM I BUHLER	6/3/2025	06/06/2025	FISH POND WATER RIGHTS FY ...	101-1009-43770	250.00
SIERRA VISTA HOSPITAL SIERR...	6/3/2025	06/06/2025	GRT DISTRIBUTION FY 2024 - ...	101-1017-48599	49,391.43
VERIZON WIRELESS	6114434681	06/06/2025	POLICE DEPT OPEN PO FY24/25	101-1007-43775	206.00
VERIZON WIRELESS	6114434681	06/06/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	164.80
LASTING PAWS PET MEMORIA...	LC10391-I-0063	06/06/2025	ANIMAL CREMATION	101-1006-48598	212.47
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	CITY CLERK'S OFFICE	101-1001-41226	158.69
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	CITY MANAGER'S OFFICE	101-1003-41226	233.90
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	FINANCE / ADMIN SERVICES	101-1004-41226	380.35
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	ANIMAL SHELTER	101-1006-41226	163.27
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	POLICE DEPT	101-1007-41226	1,226.15

AP EOM REPORT JUNE 2025

Payment Dates: 6/1/2025 - 6/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	PARKS & RECREATION	101-1009-41226	88.70
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	STREET DEPT	101-1011-41226	247.44
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	FLEET SERVICE CENTER	101-1012-41226	193.99
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	FACILITY MANAGEMENT	101-1014-41226	215.74
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	LIBRARY	101-1016-41226	212.40
GANNETT MEDIA CORP	0007106616	06/12/2025	LEGAL AD RUN FOR GANNET	101-1004-43740	62.24
GANNETT MEDIA CORP	0007107400	06/12/2025	LOST CHECKS FINANCE CHAR...	101-1000-43740	17.70
XEROX CORP OLD	023658829	06/12/2025	POLICE XEROX EQUIPMENT C...	101-1007-43465	216.81
XEROX CORP OLD	023658833	06/12/2025	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
HOUSE OF RENEWAL	06092025	06/12/2025	RALPH EDWARDS PARK & BLE...	101-1099-34348	150.00
BULLOCKS INC	0918	06/12/2025	CASES OF WATER FOR CM OFF...	101-1003-44606	34.80
BULLOCKS INC	1005	06/12/2025	10 CASES OF BOTTLED WATER	101-1009-44607	34.80
COPPLER LAW FIRM PC	13201	06/12/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	64.91
COUFAL PRATER EQUIPMENT ...	13985164	06/12/2025	TENSIONER SPRING & PULLEY	101-1009-47420	129.68
SUN VALLEY INC	180403/6	06/12/2025	OPEN PO FIELD SUPPLIES FY2...	101-1009-44607	17.05
SUN VALLEY INC	180498/6	06/12/2025	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	309.74
SUN VALLEY INC	180512/6	06/12/2025	OPEN PO FIELD SUPPLIES FY2...	101-1009-44607	191.09
SUN VALLEY INC	180518/6	06/12/2025	OPEN PO FIELD SUPPLIES FY2...	101-1009-44607	4.74
SUN VALLEY INC	180554/6	06/12/2025	OPEN PO FIELD SUPPLIES FY2...	101-1009-44607	5.96
SUN VALLEY INC	180567/6	06/12/2025	OPEN PO FIELD SUPPLIES FY2...	101-1009-44607	21.53
SUN VALLEY INC	180583/6	06/12/2025	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	35.79
SUN VALLEY INC	180617/6	06/12/2025	OPEN PO FIELD SUPPLIES FY2...	101-1009-44607	71.21
SUN VALLEY INC	180637/6	06/12/2025	OPEN PO FIELD SUPPLIES FY2...	101-1009-44607	23.70
SUN VALLEY INC	180666/6	06/12/2025	OPEN PO FIELD SUPPLIES FY2...	101-1009-44607	14.90
SUN VALLEY INC	180688/6	06/12/2025	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	35.34
SUN VALLEY INC	180696/6	06/12/2025	OPEN PO FIELD SUPPLIES FY2...	101-1009-44607	100.68
SUN VALLEY INC	180718/6	06/12/2025	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	18.20
SUN VALLEY INC	180765/6	06/12/2025	OPEN PO FIELD SUPPLIES FY2...	101-1009-44607	10.92
SUN VALLEY INC	180767/6	06/12/2025	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	69.34
AMAZON CAPITAL SERVICES I...	1NKX-DJCK-H4Q1	06/12/2025	OFFICE SUPPLIES AND ITEMS	101-1004-44606	283.89
SIERRA AUTO PARTS LLC	335871	06/12/2025	BRAKE PADS/PAINTED ROTOR...	101-1014-47420	535.28
SIERRA AUTO PARTS LLC	336088	06/12/2025	CABIN AIR FILTER/AIR FILTER/ ...	101-1009-47420	65.13
SIERRA AUTO PARTS LLC	336133	06/12/2025	CABIN AIR FILTER/AIR FILTER	101-1014-47420	39.64
SIERRA AUTO PARTS LLC	336303	06/12/2025	BATTERY GOLD	101-1009-47420	188.31
SIERRA AUTO PARTS LLC	336430	06/12/2025	BATTERY - GOLD 3 YEARS	101-1009-47420	206.99
SIERRA AUTO PARTS LLC	336430	06/12/2025	CORE RETURN	101-1009-47420	-22.00
SIERRA AUTO PARTS LLC	336527	06/12/2025	ALTERNATOR	101-1009-47420	329.99
ALARM CONTROL TECHNOLOG...	38337	06/12/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	38338	06/12/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
NU WAY LAUNDRY & CLEANE...	40302	06/12/2025	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
SIERRA VISTA HOSPITAL SIERR...	41000289	06/12/2025	COLLECTION DRUG TEST FEE ...	101-1004-48599	200.00
DOMESTIC ABUSE INTERVENT...	4TH QUARTER	06/12/2025	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	500.00
VALLIANT ENTERPRISES INC	5405-03	06/12/2025	COMPENSATION STUDY	101-1004-48599	3,901.41
STATE OF NEW MEXICO DBA ...	61419	06/12/2025	FILE CABINETS FOR FINANCE ...	101-1004-44613	6,888.00
DESERT GRAPHICS INC	7114	06/12/2025	STICKERS AND LIGHTS WITH L...	101-1003-47420	1,245.00
SIERRA COUNTY SENTINEL	81833	06/12/2025	LEGAL AD RUN FOR SIERRA C...	101-1004-43740	65.85
QUEST DIAGNOSTICS INC	9215409534	06/12/2025	SCREENING & MRO FEE FY 24-...	101-1004-48599	472.80
XEROX CORP OLD	C18876979	06/12/2025	CITY MANAGER XEROX EQUI...	101-1003-43465	177.94
TALON SEPTIC & POTTY SERVI...	I2636	06/12/2025	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,000.00
BARTOO SAND & GRAVEL INC	M49057	06/12/2025	SCREENED SAND	101-1009-44607	2,000.00
BARTOO SAND & GRAVEL INC	M49057	06/12/2025	TAX	101-1009-44607	133.75
SUPERIOR WEED AND PEST C...	022022338	06/20/2025	OPEN PO FY 25 WEED AND P...	101-1009-47415	1,110.84
WILLIAM PHILIP BUCKLEY	06/17/2025	06/20/2025	ARCHITECTURAL FEE - SHADE ...	101-1009-48598	1,625.63
WINDSTREAM CORPORATION	06182025	06/20/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	90.40
WEX BANK	105128263 CODE	06/20/2025	FUEL USAGE FOR ACO/CODES ...	101-1008-43316	324.50
WEX BANK	105128263 FLT	06/20/2025	FUEL OPEN PO FOR FY 2024 - ...	101-1012-43316	546.97
WEX BANK	105128263 FM	06/20/2025	WEX BANK FUEL CARD OPEN P...	101-1014-43316	742.14

AP EOM REPORT JUNE 2025

Payment Dates: 6/1/2025 - 6/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	105128263 PD	06/20/2025	FUEL USAGE FOR PD UNITS F...	101-1007-43316	8,656.23
COUFAL PRATER EQUIPMENT ...	14004763	06/20/2025	IDLER PULLEY	101-1009-47420	102.20
KATHRYN ELLIOTT DBA CIVILIT...	168	06/20/2025	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
AMAZON CAPITAL SERVICES I...	1DDJ-K6QD-GM91	06/20/2025	OFFICE SUPPLIES FINANCE DE...	101-1004-44606	809.73
AMAZON CAPITAL SERVICES I...	1TGP-GRYW-JCM4	06/20/2025	ANIMAL SHELTER SUPPLIES	101-1006-45607	2,435.31
BAKER & TAYLOR INC	2039074350	06/20/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	60.94
BAKER & TAYLOR INC	2039074351	06/20/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	187.69
BAKER & TAYLOR INC	2039098300	06/20/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	48.58
BAKER & TAYLOR INC	2039098301	06/20/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	243.98
UNIFIRST HOLDINGS INC DBA ...	2880239156	06/20/2025	UNIFROMS FOR R.SLADE, S.SM...	101-1012-42620	54.25
UNIFIRST HOLDINGS INC DBA ...	2880243985	06/20/2025	UNIFROMS FOR R.SLADE, S.SM...	101-1012-42620	108.49
UNIFIRST HOLDINGS INC DBA ...	2880246000	06/20/2025	UNIFROMS FOR R.SLADE, S.SM...	101-1012-42620	52.87
UNIFIRST HOLDINGS INC DBA ...	2880248371	06/20/2025	UNIFROMS FOR R.SLADE, S.SM...	101-1012-42620	52.87
UNIFIRST HOLDINGS INC DBA ...	2880250532	06/20/2025	UNIFROMS FOR R.SLADE, S.SM...	101-1012-42620	139.73
UNIFIRST HOLDINGS INC DBA ...	2880252981	06/20/2025	UNIFROMS FOR R.SLADE, S.SM...	101-1012-42620	57.74
UNIFIRST HOLDINGS INC DBA ...	2880254820	06/20/2025	UNIFROMS FOR R.SLADE, S.SM...	101-1012-42620	57.74
UNIFIRST HOLDINGS INC DBA ...	2880257527	06/20/2025	UNIFROMS FOR R.SLADE, S.SM...	101-1012-42620	57.74
MARLIN LEASING CORPORATI...	40624367	06/20/2025	CLERK'S OFFICE OPEN PO FY2...	101-1001-43465	246.78
MARLIN LEASING CORPORATI...	40624367	06/20/2025	CITY MANAGER OPEN PO FY2...	101-1003-43465	356.58
MARLIN LEASING CORPORATI...	40624367	06/20/2025	FINANCE OFFICE OPEN PO FY...	101-1004-43465	296.14
MARLIN LEASING CORPORATI...	40624367	06/20/2025	POLICE DEPT OPEN PO FY24/...	101-1007-43465	592.28
MARLIN LEASING CORPORATI...	40624367	06/20/2025	PARKS DEPT OPEN PO FY24/25	101-1009-43465	246.78
MARLIN LEASING CORPORATI...	40624367	06/20/2025	FACILITIES DEPT OPEN PO FY...	101-1014-43465	74.04
SILVERSKY INC	527674-SI	06/20/2025	GENERAL FUND OPEN PO FY2...	101-1018-43815	1,821.61
CITY UTILITIES	6/11/2025 & 6/17/2025	06/20/2025	GENERAL FUND CYCLE A&B O...	101-1018-43780	4,988.82
ZIA ELECTRIC	6/12/20258	06/20/2025	TAX	101-1009-44607	272.00
ZIA ELECTRIC	6/12/20258	06/20/2025	ADDITIONAL OUTLETS FOR BA...	101-1009-44607	3,200.00
CITY UTILITIES	6/6/2025	06/20/2025	GENERAL FUND OPEN PO FY2...	101-1018-43780	151.20
TESTONS FREEWAY CHEVRON	6398	06/20/2025	FUEL PURCHASES OPEN PO FY...	101-1009-43316	926.93
TESTONS FREEWAY CHEVRON	6401	06/20/2025	OPEN PO FUEL PURCHASES FY...	101-1013-43316	179.80
TESTONS FREEWAY CHEVRON	6402	06/20/2025	GAS FOR ANIMAL SHELTER VE...	101-1006-43316	183.03
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	CITY CLERK'S OFFICE	101-1001-41226	158.69
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	CITY MANAGER'S OFFICE	101-1003-41226	233.90
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	FINANCE / ADMIN SERVICES	101-1004-41226	385.63
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	ANIMAL SHELTER	101-1006-41226	163.27
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	POLICE DEPT	101-1007-41226	1,467.29
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	PARKS & RECREATION	101-1009-41226	88.70
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	STREET DEPT	101-1011-41226	247.44
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	FLEET SERVICE CENTER	101-1012-41226	193.99
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	FACILITY MANAGEMENT	101-1014-41226	215.74
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	LIBRARY	101-1016-41226	212.40
WORKQUEST DBA HORIZONS ...	SINV045975	06/20/2025	95 GALLON CONTAINER	101-1004-43465	49.21
WORKQUEST DBA HORIZONS ...	SINV045977	06/20/2025	95 GALLON CONTAINER	101-1004-43465	49.21
WORKQUEST DBA HORIZONS ...	SINV045978	06/20/2025	95 GALLON CONTAINER	101-1004-43465	49.21
WORKQUEST DBA HORIZONS ...	SINV046104	06/20/2025	95 GALLON CONTAINER	101-1004-43465	49.21
TDS	0011389 6/18/25	06/27/2025	GENERAL OPEN PO FY24/25	101-1018-43780	189.95
TDS	0062366 6/18/25	06/27/2025	GENERAL OPEN PO FY24/25	101-1018-43780	149.00
TDS	0062374 6/13/25	06/27/2025	GENERAL OPEN PO FY24/25	101-1018-43780	149.00
TDS	0063562 6/18/25	06/27/2025	GENERAL OPEN PO FY24/25	101-1018-43780	1,344.82
TDS	0063570 6/18/25	06/27/2025	GENERAL OPEN PO FY24/25	101-1018-43780	434.82
TDS	0063620 6/18/25	06/27/2025	GENERAL OPEN PO FY24/25	101-1018-43780	434.82
TDS	0063653 6/18/25	06/27/2025	GENERAL OPEN PO FY24/25	101-1018-43780	600.00
TDS	0063661 6/18/25	06/27/2025	GENERAL OPEN PO FY24/25	101-1018-43780	434.82
TDS	0081010 6/18/25	06/27/2025	GENERAL OPEN PO FY24/25	101-1018-43780	223.70
TYLER TECHNOLOGIES INC	025-515839	06/27/2025	TYLER TUTORING FINANCE, PR...	101-1004-42720	346.80
SIERRA COUNTY LITTLE LEAGUE	06242025	06/27/2025	RALPH EDWARDS PARK & BLE...	101-1099-34348	225.00
TURTLEBACK PEST CONTROL I...	107988	06/27/2025	TURTLEBACK PEST CONTROL S...	101-1014-43403	1,074.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANK OF AMERICA	1082-1523	06/27/2025	ABIGAIL RIETH NOTARY	101-1001-42720	223.34
BANK OF AMERICA	127174	06/27/2025	NM SECRETARY OF STATE NO...	101-1001-42720	31.95
WILSON & COMPANY INC ENG...	133175	06/27/2025	PLANNING AND PRLIMINARY	101-1009-48598	8,544.07
WILSON & COMPANY INC ENG...	137776	06/27/2025	ON CALL GRANT MANAGEME...	101-1010-48598	2,859.60
KATHRYN ELLIOTT DBA CIVILIT...	161	06/27/2025	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
4 RIVERS EQUIPMENT	1777958	06/27/2025	BLADE	101-1009-44607	208.53
BANK OF AMERICA	1863769	06/27/2025	BACKGROUND CHECKS - NH A...	101-1004-48599	677.90
AMAZON CAPITAL SERVICES I...	1FCF-HPQN-1R71	06/27/2025	ANIMAL SHELTER SUPPLIES	101-1006-45607	459.89
AMAZON CAPITAL SERVICES I...	1MWQ-G7MD-GKNY	06/27/2025	OFFICE SUPPLIES	101-1010-44606	41.18
FINANCE BANK OF AMERICA	2009699369582 2009699371...	06/27/2025	DELL EQUIPMENT FOR CONFE...	101-1004-44607	830.93
FINANCE BANK OF AMERICA	2009699369582 2009699371...	06/27/2025	MONITORS FOR KERIN	101-1004-44607	399.98
BAKER & TAYLOR INC	2039115382	06/27/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	11.99
BAKER & TAYLOR INC	2039115383	06/27/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	92.93
ALBUQUERQUE PUBLISHING ...	221200	06/27/2025	LEGAL AD RUN FOR ABQ JOU...	101-1004-43740	89.15
MOBILE MEDICAL EXPRESS LLC	2407	06/27/2025	RANDOM TESTING FY24-25	101-1004-48599	1,632.21
STANTEC CONSULTING SERVI...	2415605 79983	06/27/2025	DEVELOPMENT REVIEW LOVES...	101-1010-48598	248.32
STANTEC CONSULTING SERVI...	2415605 81367	06/27/2025	LOVES ADDITIONAL REVIEW S...	101-1010-48598	3,886.68
STANTEC CONSULTING SERVI...	2415605 81859	06/27/2025	901 N. SILVER ST. DEV REVIEW	101-1010-48598	1,630.38
UNIFIRST HOLDINGS INC DBA ...	2880259971	06/27/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880262262	06/27/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880264521	06/27/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880266499	06/27/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
SIERRA COUNTY SENTINEL	3944	06/27/2025	HELP WANTED ADS - FY24-25 ...	101-1004-43740	386.08
QUILL CORPORATION	44424598	06/27/2025	OFFICE SUPPLIES	101-1003-44606	65.80
QUILL CORPORATION	44461178	06/27/2025	HR BUSINESS CARDS	101-1004-44606	17.59
SIERRA VISTA HOSPITAL SIERR...	6/23/2025	06/27/2025	GRT DISTRIBUTION FY 2024 - ...	101-1017-48599	45,892.18
VERIZON WIRELESS	6116068902	06/27/2025	CITY CLERK OPEN PO FY24/25	101-1001-43775	260.13
VERIZON WIRELESS	6116068902	06/27/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	249.65
VERIZON WIRELESS	6116068902	06/27/2025	FINANCE OPEN PO FY24/25	101-1004-43775	277.34
VERIZON WIRELESS	6116068902	06/27/2025	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.66
VERIZON WIRELESS	6116068902	06/27/2025	POLICE DEPT OPEN PO FY24/25	101-1007-43775	1,022.62
VERIZON WIRELESS	6116068902	06/27/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	57.88
VERIZON WIRELESS	6116068902	06/27/2025	PARKS DEPT OPEN PO FY24/25	101-1009-43775	136.06
VERIZON WIRELESS	6116068902	06/27/2025	COMMUNITY DEVELOPEMENT...	101-1010-43775	49.47
VERIZON WIRELESS	6116068902	06/27/2025	STREETS DEPT OPEN PO FY24/...	101-1011-43775	152.54
VERIZON WIRELESS	6116068902	06/27/2025	FLEET DEPT OPEN PO FY24/25	101-1012-43775	185.90
VERIZON WIRELESS	6116068902	06/27/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	111.85
STATE OF NEW MEXICO DBA ...	61419 10F3	06/27/2025	FILE CABINETS FOR FINANCE ...	101-1004-44613	1,700.00
ANIMAL SHELTER BANK OF A...	679054704658614030062	06/27/2025	ANIMAL SHELTER SUPPLIES	101-1006-45607	171.62
QUEST DIAGNOSTICS INC	9215994026	06/27/2025	SCREENING & MRO FEE FY 24...	101-1004-48599	354.60
MPG SERVICES LLC	9873	06/27/2025	HVAC REPAIRS FOR UNITS AT ...	101-1014-43403	499.38
CITY CLERK BANK OF AMERICA	INV98111005	06/27/2025	EMEET 3366 TRIPOD	101-1001-44606	79.99
WORKQUEST DBA HORIZONS ...	SINV046309	06/27/2025	DOCUMENTS DESTRUCTION &...	101-1004-43999	49.21

Fund 101 - General Total: 219,344.30

Fund: 201 - Corrections

SIERRA COUNTY TREASURER	06012025	06/20/2025	HOLD OF PRISONERS FY 24-25	201-1903-48710	3,960.00
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Fund 201 - Corrections Total: 3,960.00

Fund: 209 - Fire

THE WALKER AGENCY LLC	002434	06/06/2025	VFIS INSURANCE 7/1/2025-7/...	209-1603-46730	9,015.00
NEW MEXICO GAS COMPANY ...	05/27/2025	06/06/2025	FIRE STATION OPEN PO FY24/...	209-1603-43780	60.22
NEW MEXICO GAS COMPANY ...	05/27/2025	06/06/2025	FIRE SOUTH STATION OPEN P...	209-1603-43780	36.42
HIGH PLAINS FIRE SERVICES L...	20277	06/06/2025	HOSE TESTING	209-1603-47420	4,383.75
HIGH PLAINS FIRE SERVICES L...	20277	06/06/2025	HEAT SENSOR	209-1603-47420	500.00
HIGH PLAINS FIRE SERVICES L...	20277	06/06/2025	EXTENSION LADDER TEST	209-1603-47420	420.00
HIGH PLAINS FIRE SERVICES L...	20277	06/06/2025	FOLDING LADDER TEST	209-1603-47420	210.00
HIGH PLAINS FIRE SERVICES L...	20277	06/06/2025	TRAVEL FEE	209-1603-47420	1,122.00
HIGH PLAINS FIRE SERVICES L...	20277	06/06/2025	ROOF LADDER TEST	209-1603-47420	480.00
HIGH PLAINS FIRE SERVICES L...	20277	06/06/2025	TAX	209-1603-47420	460.10
CITY UTILITIES	5/22 & 5/29/2025	06/06/2025	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	122.79
XEROX CORP OLD	023658835	06/12/2025	FIRE XEROX EQUIPMENT CON...	209-1603-43465	251.62

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDSTREAM CORPORATION	06182025	06/20/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43775	126.13
LYNNS LANDSCAPE	2432	06/20/2025	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
MARLIN LEASING CORPORATI...	40624367	06/20/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43465	246.78
CITY UTILITIES	6/11/2025 & 6/17/2025	06/20/2025	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	466.80
TESTONS FREEWAY CHEVRON	6399	06/20/2025	OPEN PO FOR GAS/FUEL FY 24...	209-1603-43316	50.52
VERIZON WIRELESS	6116068902	06/27/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43775	129.01
MUNICIPAL EMERGENCY SERV...	IN2284521	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	8.85
MUNICIPAL EMERGENCY SERV...	IN2284521	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	54.44
MUNICIPAL EMERGENCY SERV...	IN2284521	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	118.57
MUNICIPAL EMERGENCY SERV...	IN2284521	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	132.60
MUNICIPAL EMERGENCY SERV...	IN2284521	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	250.00
MUNICIPAL EMERGENCY SERV...	IN2284521	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	250.26
MUNICIPAL EMERGENCY SERV...	IN2284521	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	274.95
MUNICIPAL EMERGENCY SERV...	IN2284521	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	2,340.00
MUNICIPAL EMERGENCY SERV...	IN2284521	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	838.55
MUNICIPAL EMERGENCY SERV...	IN2284521	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	425.92
MUNICIPAL EMERGENCY SERV...	IN2284527	06/27/2025	ANNUAL TESTING & MAINTEN...	209-1603-44615	1,002.10
Fund 209 - Fire Total:					24,303.00

Fund: 211 - Law Enforce Prot

POLICE DEPARTMENT BANK O...	11814	06/06/2025	FIREARMS ACCESSORIES FOR ...	211-2003-80810	779.75
THE LINE LLC	3571	06/06/2025	UNIFORM & EQUIPMENT FOR...	211-2003-44573	205.06
POLICE DEPARTMENT BANK O...	643518636	06/06/2025	RADAR UNIT REPAIRS AND CE...	211-2003-47420	325.00
MORNING STAR SPORTS LLC	67619	06/06/2025	PD PATROL BICYCLE REPAIR	211-2003-80810	65.00
POLICE DEPARTMENT BANK O...	CO-51539	06/06/2025	UNIFORM SHIRTS FOR JACQU...	211-2003-44573	55.42
O'REILLY AUTO PARTS INC	2162-186948	06/12/2025	ROTORS FOR PD UNIT	211-2003-47420	160.00
SIERRA AUTO PARTS LLC	335803	06/12/2025	OIL FILTER/AIR FILTERS (2)/CA...	211-2003-47420	64.38
SIERRA AUTO PARTS LLC	336472	06/12/2025	SERVICE PARTS FOR 2017 FOR...	211-2003-47420	9.12
JESSICA MULLER DBA FREED...	4732992	06/12/2025	REAR WINDOW REPLACEMEN...	211-2003-47420	447.00
PATRICK Z HANEY	0283	06/20/2025	SPEED MODULE W/ EXTERNAL...	211-2003-80810	785.48
MESILLA VALLEY COMMERCIA...	27141	06/20/2025	TIRES FOR UNIT 19332G	211-2003-47420	508.00
MESILLA VALLEY COMMERCIA...	27264	06/20/2025	TIRE SET FOR ANOTHER PD UN...	211-2003-47420	528.00
THE LINE LLC	3644	06/20/2025	SHORT SLEEVE SHIRT FOR OFC...	211-2003-44573	51.00
THE LINE LLC	3645	06/20/2025	CLASS A UNIFORM ITEMS FOR...	211-2003-44573	418.43
KAUFMANS WEST LLC	11335V	06/27/2025	ACADEMY GEAR & EQUIPMEN...	211-2003-44573	958.60
KAUFMANS WEST LLC	11335V	06/27/2025	ACADEMY GEAR & EQUIPMENT	211-2003-44615	1,125.94
MHQ OF NEW MEXICO	23753	06/27/2025	WINDOW BARRIER FOR PD UN...	211-2003-47420	280.00
MHQ OF NEW MEXICO	23812	06/27/2025	GRAPHICS FOR 2020 EXPEDITI...	211-2003-47420	519.02
THE LINE LLC	3069	06/27/2025	UNIFORM ITEMS & FIREARMS...	211-2003-44573	91.79
THE LINE LLC	3069	06/27/2025	UNIFORM ITEMS & FIREARMS...	211-2003-80810	492.71
Fund 211 - Law Enforce Prot Total:					7,869.70

Fund: 214 - Lodgers Tax

SIERRA COUNTY ROCK & GEM...	5/29/2025	06/06/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	3,015.46
SIERRA COUNTY ROCK & GEM...	5/30/2025	06/06/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	1,682.67
GERONIMO TRAIL SCENIC BY...	6/2/2025	06/06/2025	OPEN PO FOR LODGERS TAX S...	214-2540-60725	933.30
AMAZON CAPITAL SERVICES I...	1VYY-NX4H-FVVC	06/12/2025	LOGITECH MIC & EMEET MEET..	214-2503-43403	999.44
GERONIMO SPRINGS MUSEUM/ QUARTER 3		06/20/2025	OPEN PO FOR LODGERS TAX ...	214-2503-48815	1,717.16
GERONIMO SPRINGS MUSEUM/ QUARTER 4		06/20/2025	OPEN PO FOR LODGERS TAX ...	214-2503-48815	236.15
SUNNY 505	003630	06/27/2025	TAX	214-2503-47406	132.31
SUNNY 505	003630	06/27/2025	ADVERTISING AND MARKETI...	214-2503-47406	1,579.78
PG ENTERPRISES, LLC	44876	06/27/2025	INFIELD MIX: LOUIS ARMIJO S...	214-2503-43403	25,244.00
PATTILLO BROWN & HILL LLP	507040	06/27/2025	ANNUAL LODGERS TAX AUDIT	214-2503-48596	5,919.38
VERIZON WIRELESS	6116068902	06/27/2025	PUBLIC INFO OFFICER OPEN P...	214-2540-43775	70.14
Fund 214 - Lodgers Tax Total:					41,529.79

Fund: 216 - Muni Street

TEXAN WASTE EQUIPMENT IN...	81537	03/21/2025	ELGIN SWEEPER PARTS	216-4503-47420	2,244.18
WILSON & COMPANY INC ENG...	137143	06/02/2025	PROFESSIONAL ENG DESIGN S...	216-7026-48598	3,846.87
SUPERIOR WEED AND PEST C...	022022336	06/06/2025	WEED CONTROL ON ROUND ...	216-4503-43550	6,832.50
SUPERIOR WEED AND PEST C...	022022337	06/06/2025	WEED CONTROL ON ROUND ...	216-4503-43550	1,950.75
BORDER RECAPING LLC BMO...	25-0273810-003	06/06/2025	SPARE TIRE FOR INTERNATIO...	216-4503-47420	800.58

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PAVEMENT SEALANTS & SUPP...	25875	06/06/2025	COLD MIX PAVEMENT	216-4503-43550	6,678.88
UNIFIRST HOLDINGS INC DBA ...	2880257505	06/06/2025	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	59.72
B & H OIL COMPANY	5302025 STREET	06/06/2025	DIESEL- OPEN PO FY 24/25	216-4503-43316	448.22
SUN VALLEY INC	18715/6	06/12/2025	16LB DIGGING BAR	216-4503-44607	94.98
UNIFIRST HOLDINGS INC DBA ...	2880259978	06/12/2025	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	59.72
SIERRA AUTO PARTS LLC	336526	06/12/2025	12V COMMERCIAL BATTERY	216-4503-47420	519.66
RED WING SHOES OF LAS CRU...	INV-006113	06/12/2025	SAFETY BOOTS FOR MINH	216-4503-44615	200.00
DOCUMENT SOLUTION INC	375324	06/20/2025	STREET DEPT SHARP OVERAGE...	216-4503-43465	9.91
MARLIN LEASING CORPORATI...	40620404	06/20/2025	STREET DEPT SHARP EQUIPM...	216-4503-43465	198.07
TESTONS FREEWAY CHEVRON	6397	06/20/2025	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	1,038.47
RJ BORDER INTERNATIONAL	R400034453.01	06/20/2025	DIAGNOSTICS AND OIL SYSTE...	216-4503-47420	1,429.44
RJ BORDER INTERNATIONAL	X400124256.01	06/20/2025	PARKING BRAKE/CABLE/BRAK...	216-4503-47420	1,191.69
WILSON & COMPANY INC ENG...	137918	06/27/2025	PROFESSIONAL ENG DESIGN S...	216-7026-48598	4,423.19
INTERWEST SAFETY SUPPLY LLC	92366	06/27/2025	BLANK SIGNS FOR NAMES OF ...	216-4503-43550	4,450.00
INTERWEST SAFETY SUPPLY LLC	93641	06/27/2025	DRUMS	216-4503-43550	2,375.00
INTERWEST SAFETY SUPPLY LLC	93746	06/27/2025	SIGN POST AND BASE FOR SAF...	216-4503-43550	14,402.56
Fund 216 - Muni Street Total:					53,254.39

Fund: 260 - Fiscal Recovery Funds

NORTH PROPERTY LLC	06102025 4TH SPOKE	06/10/2025	TIA FOR DATE ST/NM 181 RO...	260-2002-80860	209.87
Fund 260 - Fiscal Recovery Funds Total:					209.87

Fund: 294 - State Library

DOCUMENT SOLUTION INC	372772	06/06/2025	LIBRARY SHARP OVERAGE OP...	294-5003-43465	1.14
QUILL CORPORATION	44125600	06/06/2025	QUILL BRAND HP 15X BLACK H...	294-5003-32394	167.38
QUILL CORPORATION	44134306	06/06/2025	HP90X BLACK HIGH YIELD TO...	294-5003-32394	379.79
QUILL CORPORATION	44143619	06/06/2025	QUILL BRAND 8.5 X 11 MULTI...	294-5003-32394	179.97
MARLIN LEASING CORPORATI...	40624367	06/20/2025	LIBRARY OPEN PO FY24/25	294-5003-43465	320.82
TDS	0059024 6/18/25	06/27/2025	INTERNET SERVICE LIBRARY O...	294-5003-60834	122.21
VERIZON WIRELESS	6116068902	06/27/2025	LIBRARY OPEN PO FY24/25	294-5003-43775	169.71
Fund 294 - State Library Total:					1,341.02

Fund: 295 - Muni Pool

NEW MEXICO GAS COMPANY ...	05/27/2025	06/06/2025	SWIMMING POOL OPEN PO F...	295-4803-43780	33.29
AMBROSIA LLC	205311	06/06/2025	SHIPPING	295-4803-44607	150.00
AMBROSIA LLC	205311	06/06/2025	50# CALCIUM HYPOCHLORITE...	295-4803-44607	2,080.00
JR AQUATIC SERVICES LLC	492	06/06/2025	15GAL SODIUM HYPOCHLORI...	295-4803-44607	1,200.00
JR AQUATIC SERVICES LLC	492	06/06/2025	DELIVERY	295-4803-44607	250.00
JR AQUATIC SERVICES LLC	492	06/06/2025	4 GAL ACID MAGIC	295-4803-44607	440.00
CITY UTILITIES	5/22 & 5/29/2025	06/06/2025	POOL CYCLE C&D OPEN PO F...	295-4803-43780	2,000.38
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	POOL	295-4803-41226	23.43
RY CONSTRUCTION LLC	06092025 POOL	06/10/2025	Remove turnstile door	295-4803-43403	1,200.00
RY CONSTRUCTION LLC	06092025 POOL	06/10/2025	prep and sand old paint, apply...	295-4803-43403	11,667.33
RY CONSTRUCTION LLC	06092025 POOL	06/10/2025	Patch cracks around pool deck	295-4803-43403	650.00
RY CONSTRUCTION LLC	06092025 POOL	06/10/2025	add concrete to bottom of tur...	295-4803-43403	1,200.00
MARLIN LEASING CORPORATI...	40624367	06/20/2025	POOL OPEN PO FY24/25	295-4803-43465	49.36
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	POOL	295-4803-41226	39.05
DESTINY MITCHELL	T2025	06/20/2025	AMERICAN RED CROSS LIFEG...	295-4803-42720	300.00
DIANA GRACIA	06212025	06/27/2025	POOL PARTY REFUND	295-4803-34355	50.00
JR AQUATIC SERVICES LLC	502	06/27/2025	BARREL WRENCH	295-4803-44607	40.00
JR AQUATIC SERVICES LLC	502	06/27/2025	15 GAL ACID	295-4803-44607	1,260.00
JR AQUATIC SERVICES LLC	504	06/27/2025	SHIPPING	295-4803-44607	35.00
JR AQUATIC SERVICES LLC	504	06/27/2025	6" X 6" VINYL STICK - ON DEP...	295-4803-44607	350.00
VERIZON WIRELESS	6116068902	06/27/2025	POOL OPEN PO FY24/25	295-4803-43775	70.14
Fund 295 - Muni Pool Total:					23,087.98

Fund: 296 - PD GRT

ADSLCNM INC DBA AMERICAN..	0533907	06/06/2025	DOCUMENT DESTRUCTION SE...	296-2403-48598	123.60
JESSICA MULLER DBA FREED...	4721870	06/12/2025	UNIT REPAIRS ON 1933G	296-2403-44613	1,137.00
RJ BORDER INTERNATIONAL	R400035539.01	06/12/2025	AC UNIT REPAIR ON PD UNIT	296-2403-44613	2,287.24
KAUFMANS WEST LLC	10975L	06/20/2025	OUTER CARRIER FOR BALLISTI...	296-2403-44615	359.00
GALLS LLC	031575153	06/27/2025	PATROL BOOTS FOR SGT RAM...	296-2403-44615	129.48
MHQ OF NEW MEXICO	23730	06/27/2025	POLICE VEHICLE UPFIT	296-2403-80810	18,203.66

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE LINE LLC	3643	06/27/2025	PATROL PANTS FOR OFC. ROD...	296-2403-44613	71.40
Fund 296 - PD GRT Total:					22,311.38
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	06182025	06/20/2025	VETERANS WALL OPEN PO FY...	303-4703-43775	245.44
Fund 303 - Vet Wall Total:					245.44
Fund: 312 - R&R Airport					
MORROW ENTERPRISES INC	5-FINAL	06/27/2025	CONST SERVICES AIRPORT TE...	312-7035-47415	220,709.16
MORROW ENTERPRISES INC	5-FINAL	06/27/2025	CONST SERVICES AIRPORT TE...	312-7036-47415	65,691.73
MORROW ENTERPRISES INC	5-FINAL	06/27/2025	CONST SERVICES AIRPORT TE...	312-7037-47415	4,698.74
MORROW ENTERPRISES INC	5-FINAL	06/27/2025	CONST SERVICES AIRPORT TE...	312-7050-47415	28,649.00
Fund 312 - R&R Airport Total:					319,748.63
Fund: 314 - CDBG					
WILSON & COMPANY INC ENG...	137187	06/06/2025	T OR C COMPREHENSIVE PLAN...	314-7030-48598	10,921.25
SOUTH CENTRAL COUNCIL OF...	06132025-01	06/20/2025	CDBG GRANT ADMIN SERVICE...	314-7030-48598	375.00
SOUTH CENTRAL COUNCIL OF...	06132025-02	06/20/2025	CDBG GRANT ADMIN SERVICE...	314-8603-48598	2,812.50
Fund 314 - CDBG Total:					14,108.75
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG...	133175	06/27/2025	PLANNING AND PRELIMINARY...	315-8011-48598	2,970.48
Fund 315 - CI Reserve Total:					2,970.48
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY INC ENG...	136419	06/06/2025	ENGINEERING SERVICES MSD...	320-6603-80860	40,152.28
SMITHCO CONSTRUCTION INC	19	06/06/2025	MSD WATERLINE CONSTRUCT...	320-6603-80860	73,840.22
Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:					113,992.50
Fund: 340 - ROAD/STREET PROJECTS					
WILSON & COMPANY INC ENG...	137100	06/06/2025	PERSHING ST/2ND ST RECONS...	340-7031-43550	19,311.66
WILSON & COMPANY INC ENG...	137100	06/06/2025	PERSHING ST/2ND ST RECONS...	340-7031-45600	6,437.28
WILSON & COMPANY INC ENG...	137920	06/27/2025	PERSHING ST/2ND ST RECONS...	340-7031-43550	22,597.43
WILSON & COMPANY INC ENG...	137920	06/27/2025	PERSHING ST/2ND ST RECONS...	340-7031-45600	7,532.55
Fund 340 - ROAD/STREET PROJECTS Total:					55,878.92
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY INC ENG...	134276	06/06/2025	ENGINEERING SERVICES CANT...	370-7019-80847	18,472.36
Fund 370 - WATER TRUST BOARD PROJECTS Total:					18,472.36
Fund: 380 - OTHER STATE FUNDED PROJECTS					
MRWM LANDSCAPE ARCHITE...	25-06121	06/27/2025	T OR C GREAT BLOCKS-FOCH S...	380-7020-48598	1,693.35
MRWM LANDSCAPE ARCHITE...	25-06121	06/27/2025	NMGR @ 7.875%	380-7020-48598	129.12
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					1,822.47
Fund: 403 - Pledge State DEBT SERVICE					
BANK OF THE SOUTHWEST	5/30/2025	06/06/2025	MTHLY INTEREST PYMTS	403-1203-90910	5,214.51
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.73
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT PPRF-5652	403-1203-12952	15,438.95
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT CIF-4927 P...	403-1203-90905	458.00
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT WPF-5442...	403-1203-90905	14,737.00
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT CIF-5550 P...	403-1203-90905	2,500.00
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT DW 4794	403-1203-90905	2,572.83
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT TORC 24 P...	403-1203-90905	3,846.00
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT WPF-5089...	403-1203-90905	13,058.00
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT TORC 22 P...	403-1203-90905	3,305.00
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT CIF-5192 P...	403-1203-90905	5,000.00
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT TORC 17 P...	403-1203-90905	12,911.00
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT TORC 27 P...	403-1203-90905	3,867.00
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT WPF-5442 ...	403-1203-90910	715.97
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT TORC 17 I...	403-1203-90910	227.64
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT TORC 22 I...	403-1203-90910	75.12
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT WPF-5089 ...	403-1203-90910	149.71
NEW MEXICO FINANCE AUTH...	6/5/2025	06/06/2025	NMFA LOAN PYMT DW 4794	403-1203-90925	125.00
BANK OF THE SOUTHWEST	6/8/2025	06/06/2025	INTEREST PAYMENTS WISPI 2 ...	403-1203-90910	45.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANK OF THE SOUTHWEST	6/24/2025	06/27/2025	MTHLY INTEREST PYMTS	403-1203-90910	5,388.32
Fund 403 - Pledge State DEBT SERVICE Total:					97,925.26
Fund: 501 - Cemetary					
CITY UTILITIES	6/11/2025 & 6/17/2025	06/20/2025	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	1,119.63
HOT SPRINGS CEMETERY ASS...	063125	06/27/2025	HOT SPRINGS CEMETERY CON...	501-1803-47415	1,000.00
Fund 501 - Cemetary Total:					2,119.63
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
CITY UTILITIES	5/22 & 5/29/2025	06/06/2025	UTILITY BILLING OFFICE CYCLE...	502-3601-43780	295.82
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	UTILITY OFFICE	502-3601-41226	197.33
XEROX CORP OLD	023658834	06/12/2025	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	549.06
MARLIN LEASING CORPORATI...	40624367	06/20/2025	UTILITY OFFICE OPEN PO FY2...	502-3601-43465	394.86
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	UTILITY OFFICE	502-3601-41226	165.19
PITNEY BOWES INC	3320762404	06/27/2025	PITNEY BOWES FY 24/25	502-3601-43465	3,514.41
PITNEY BOWES INC	3320795483	06/27/2025	PITNEY BOWES FY 24/25	502-3601-43465	639.99
STAPLES CONTRACT & COMM...	6032030517	06/27/2025	UTILITY OFFICE SUPPLIES	502-3601-44606	918.93
STAPLES CONTRACT & COMM...	6032118663	06/27/2025	UTILITY OFFICE SUPPLIES	502-3601-44606	19.03
STAPLES CONTRACT & COMM...	6032118664	06/27/2025	UTILITY OFFICE SUPPLIES	502-3601-44606	270.69
STAPLES CONTRACT & COMM...	6032333764	06/27/2025	UTILITY OFFICE SUPPLIES	502-3601-44606	568.27
VERIZON WIRELESS	6116068902	06/27/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43775	193.40
STAPLES CONTRACT & COMM...	7654075513	06/27/2025	UTILITY OFFICE SUPPLIES	502-3601-44606	400.71
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					8,127.69
Fund: 503 - Electric					
PETES EQUIPMENT INC	0035560	06/06/2025	VEHICLE MAINTENANCE- VAC...	503-3702-47420	5,470.52
SUPERIOR WEED AND PEST C...	022022321	06/06/2025	YARD MAINTENANCE- 404 E. ...	503-3702-47415	1,159.61
NEW MEXICO GAS COMPANY ...	05/27/2025	06/06/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	33.53
AMAZON CAPITAL SERVICES I...	1DRV-VK1V-1RP7	06/06/2025	SAFETY SUPPLIES	503-3702-44615	733.02
AMAZON CAPITAL SERVICES I...	1JM4-1TVM-1PLG	06/06/2025	FR SHIRTS	503-3702-42620	88.99
AMAZON CAPITAL SERVICES I...	1JM4-1TVM-1PLG	06/06/2025	JEANS	503-3702-42620	159.80
AMAZON CAPITAL SERVICES I...	1KKK-LMT3-47FM	06/06/2025	JEANS	503-3702-42620	85.24
AMAZON CAPITAL SERVICES I...	1KKK-LMT3-47FM	06/06/2025	FR SHIRTS	503-3702-42620	459.65
AMAZON CAPITAL SERVICES I...	1KKK-LMT3-47FM	06/06/2025	BOOTS	503-3702-44615	164.99
AMAZON CAPITAL SERVICES I...	1KW7-YGXH-J3NP	06/06/2025	SAFETY SUPPLIES	503-3702-44615	183.85
CITY UTILITIES	5/22 & 5/29/2025	06/06/2025	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	4,990.88
PATTILLO BROWN & HILL LLP	501245	06/06/2025	ANNUAL AUDIT FY 2023-24	503-3702-48596	1,394.81
ALTEC INDUSTRIES INC	51655309	06/06/2025	VEHICLE MAINTENANCE REPA...	503-3702-47420	1,312.57
ALTEC INDUSTRIES INC	51655338	06/06/2025	VEHICLE MAINTENANCE REPA...	503-3702-47420	960.99
ALTEC INDUSTRIES INC	51655348	06/06/2025	VEHICLE MAINTENANCE REPA...	503-3702-47420	839.91
ALTEC INDUSTRIES INC	51658423	06/06/2025	VEHICLE MAINTENANCE REPA...	503-3702-47420	2,062.20
ALTEC INDUSTRIES INC	51663259	06/06/2025	MAINTENANCE REPAIRS, G-99...	503-3702-47420	4,938.48
ALTEC INDUSTRIES INC	51683037	06/06/2025	VEHICLE MAINTENANCE REPA...	503-3702-47420	5,021.08
WESTERN UNITED ELECTRIC	6141808	06/06/2025	LITTLE MULE STRAP HOIST	503-3702-44615	1,555.90
WESTERN UNITED ELECTRIC	6141826	06/06/2025	GLOVE PROTECTOR 16" SIZE 9	503-3702-44615	299.16
WESTERN UNITED ELECTRIC	6141826	06/06/2025	GLOVE PROTECTOR 16" SIZE 10	503-3702-44615	340.65
WESTERN UNITED ELECTRIC	6142048	06/06/2025	4 STRAND BARE COPPER	503-3702-44607	1,296.00
WESTERN UNITED ELECTRIC	6142048	06/06/2025	GUY WIRE 3/8	503-3702-44607	340.00
WESTERN UNITED ELECTRIC	6142048	06/06/2025	GROUND ROD 5/8X8	503-3702-44607	553.50
WESTERN UNITED ELECTRIC	6142048	06/06/2025	2 THHN CU BLK	503-3702-44607	1,140.00
WESTERN UNITED ELECTRIC	6142048	06/06/2025	DE SHOE CLAMP 4-4/0	503-3702-44607	775.17
WESTERN UNITED ELECTRIC	6142048	06/06/2025	INSULATED PIN 15KV F-NECK	503-3702-44607	180.48
WESTERN UNITED ELECTRIC	6142048	06/06/2025	INSULATED PIN 7.2KV C-NECK	503-3702-44607	162.96
WESTERN UNITED ELECTRIC	6142467	06/06/2025	POLE STAND	503-3702-44607	694.75
WESTERN UNITED ELECTRIC	6142568	06/06/2025	CLAMP METER CM660	503-3702-44615	448.63
WESTERN UNITED ELECTRIC	6143009	06/06/2025	CLAMP WEDGE 1/0-4	503-3702-44607	253.00
WESTERN UNITED ELECTRIC	6143009	06/06/2025	#2 SPLICE AUTO & #4 ACSR	503-3702-44607	891.00
WESTERN UNITED ELECTRIC	6143111	06/06/2025	DE SHOE CLAMP 4-4/0	503-3702-44607	294.03
WESTERN UNITED ELECTRIC	6143514	06/06/2025	CROSSARM DEADEND FIBERG...	503-3702-44607	2,529.00
WESTERN UNITED ELECTRIC	6143514	06/06/2025	PIN CROSSARM 1"	503-3702-44607	471.60
WESTERN UNITED ELECTRIC	6143514	06/06/2025	ANCHOR 8-WAY EXPANDING	503-3702-44607	324.48
WESTERN UNITED ELECTRIC	6143515	06/06/2025	DRILL TAP COMBO 1/2"-13	503-3702-44607	180.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WESTERN UNITED ELECTRIC	6143515	06/06/2025	IMPACT DRILL BIT 27/64" (1/2...	503-3702-44607	89.00
ELECTRIC BANK OF AMERICA	76088167779723403416	06/06/2025	WATER	503-3702-44607	67.68
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	ELECTRIC DEPT	503-3702-41226	421.14
TRI STATE GENERATION & TR...	1042002	06/12/2025	POWER SERVICE- OPEN PO FY...	503-3702-50795	37,511.37
THE WELDING SHOP	6/10/2025	06/12/2025	POLE DAMAGE	503-3702-44607	875.00
SIERRA ELECTRIC COOP INC	6/3/2025	06/12/2025	MIIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	576.84
SIERRA ELECTRIC COOP INC	6/5/2025	06/12/2025	POWER SERVICES-OPEN PO FY...	503-3702-50795	228,768.14
WESTERN UNITED ELECTRIC	6142047	06/12/2025	POLE TOP PIN 1" 3 HOLE	503-3702-44607	495.20
WESTERN UNITED ELECTRIC	6142600	06/12/2025	LARGE GLOVE- ARC RATED	503-3702-44615	912.00
WESTERN UNITED ELECTRIC	6142600	06/12/2025	XL GLOVE- ARC RATED	503-3702-44615	680.00
WESTERN UNITED ELECTRIC	6144463	06/12/2025	35FT CLASS 4DF WOOD POLES	503-3702-44607	13,740.00
WESTERN UNITED ELECTRIC	6144463	06/12/2025	40FT CLASS 2 DF WOOD POLES	503-3702-44607	17,724.00
WESTERN UNITED ELECTRIC	6144463	06/12/2025	45FT CLASS 2 DF WOOD POLES	503-3702-44607	17,420.00
WESTERN UNITED ELECTRIC	6144500	06/12/2025	XL GLOVE- ARC RATED	503-3702-44615	280.00
WESTERN UNITED ELECTRIC	6144540	06/12/2025	GUY STRAIN 21K 48" CLEVIS R...	503-3702-44607	670.30
LANDIS+GYR TECHNOLOGY INC	90410899	06/12/2025	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,630.00
WESTERN AREA POWER ADM...	JJPB1798A0525	06/12/2025	BASE DEMAND & BASE ENER...	503-3702-50795	45,504.35
TRIPLE H SOLAR LLC	0400	06/20/2025	ENGINEERING SERVICES- OPEN...	503-3702-48598	1,040.00
MARTO ENERGY	061325-02	06/20/2025	POLE REPLACEMENT- ASH & ...	503-3702-47415	19,074.00
MARLIN LEASING CORPORATI...	40624367	06/20/2025	ELECTRIC DEPT OPEN PO FY2...	503-3702-43465	123.40
SILVERSKY INC	527674-SI	06/20/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43815	140.12
CITY UTILITIES	6/11/2025 & 6/17/2025	06/20/2025	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	218.52
CITY UTILITIES	6/6/2025	06/20/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	47.25
TESTONS FREEWAY CHEVRON	6400	06/20/2025	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,374.73
GRAINGER INC	9521756222	06/20/2025	THHN SOLID WHITE WIRE	503-3702-44607	331.71
GRAINGER INC	9521756222	06/20/2025	THHN SOLID BLK WIRE	503-3702-44607	331.71
MPG SERVICES LLC	9815	06/20/2025	PLUMBING-ELECTRIC DEPT.	503-3702-47415	1,009.35
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	ELECTRIC DEPT	503-3702-41226	421.14
ALTEC INDUSTRIES INC	51701328	06/26/2025	MAINTENANCE REPAIRS- G-91...	503-3702-47420	3,980.01
TDS	0063638 6/18/25	06/27/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	434.82
ALTEC INDUSTRIES INC	51697681	06/27/2025	MAINTENANCE REPAIRS- 096...	503-3702-47420	1,957.52
VERIZON WIRELESS	6115092198	06/27/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	54.00
VERIZON WIRELESS	6116068902	06/27/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	193.94
Fund 503 - Electric Total:					440,887.67

Fund: 504 - Water

WATER BANK OF AMERICA	0085620	06/06/2025	HOTEL FOR CONRAD AND LOU...	504-3803-42720	62.57
NEW MEXICO GAS COMPANY ...	05/27/2025	06/06/2025	WATER DEPT OPEN PO FY24/...	504-3803-43780	75.94
B & H OIL COMPANY	05302025 WATER	06/06/2025	OPEN PO FY 24-25 FUEL WTR ...	504-3803-43316	154.86
WATER BANK OF AMERICA	060475	06/06/2025	HOTEL FOR CONRAD AND LOU...	504-3803-42720	33.00
WATER BANK OF AMERICA	061117	06/06/2025	HOTEL FOR CONRAD AND LOU...	504-3803-42720	19.64
WATER BANK OF AMERICA	063553	06/06/2025	HOTEL FOR CONRAD AND LOU...	504-3803-42720	36.32
WATER BANK OF AMERICA	076769	06/06/2025	HOTEL FOR CONRAD AND LOU...	504-3803-42720	24.32
WATER BANK OF AMERICA	081609	06/06/2025	HOTEL FOR CONRAD AND LOU...	504-3803-42720	41.02
WATER BANK OF AMERICA	33242	06/06/2025	HOTEL FOR CONRAD AND LOU...	504-3803-42720	10.24
WATER BANK OF AMERICA	33400	06/06/2025	HOTEL FOR CONRAD AND LOU...	504-3803-42720	11.98
TEXAN WASTE EQUIPMENT IN...	3542E	06/06/2025	DIAGNOSTICS AND REPAIRS F...	504-3803-47421	2,340.32
CITY UTILITIES	5/22 & 5/29/2025	06/06/2025	WATER DEPT CYCLE C&D OP...	504-3803-43780	15,045.23
PATTILLO BROWN & HILL LLP	501245	06/06/2025	ANNUAL AUDIT FY 2023-24	504-3803-48596	1,394.81
SMITHCO CONSTRUCTION INC	595-24-020	06/06/2025	303 MAIN ST WATERLINE REP...	504-3803-47415	4,160.45
BAKER UTILITY SUPPLY CORP	INV333633	06/06/2025	STOCK SUPPLIES	504-3803-44607	3,024.68
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	WATER DEPT	504-3803-41226	313.01
BULLOCKS INC	0270	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	7.96
BULLOCKS INC	0414	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	2.39
BULLOCKS INC	1328	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	2.39
SUN VALLEY INC	180385/6	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	2.65
SUN VALLEY INC	180393/6	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	34.43
SUN VALLEY INC	180401/6	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	16.62
SUN VALLEY INC	180476/6	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	16.62
SUN VALLEY INC	180484/6	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	9.49
SUN VALLEY INC	180516/6	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	44.64

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY INC	180731/6	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	24.69
SUN VALLEY INC	180756/6	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	3.77
ADVANCED PLACEMENT AUT...	2128	06/12/2025	INSURANCE DEDUCTIBLE	504-3803-47420	1,000.00
BULLOCKS INC	2165	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	2.39
BULLOCKS INC	2278	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	2.39
SIERRA AUTO PARTS LLC	336087	06/12/2025	THROTTLE SENSOR	504-3803-47420	53.96
TAXATION AND REVENUE	6/9/2025	06/12/2025	WATER CONSERVATION FEE FY...	504-3803-43797	1,342.71
BULLOCKS INC	7530	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	10.23
BULLOCKS INC	8665	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	2.39
BULLOCKS INC	9121	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	3.19
BULLOCKS INC	9502	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	29.88
BULLOCKS INC	9570	06/12/2025	OPEN PO FOR MAY 2025	504-3803-44607	2.15
PVS DX INC	DE74000296-25	06/12/2025	OPEN PO FOR CHLORINE FY24...	504-3803-44605	100.00
BOOT BARN	INV00484372	06/12/2025	JAMIE FOREMAN- BOOTS	504-3803-44615	71.99
BAKER UTILITY SUPPLY CORP	INV333813	06/12/2025	METER CAN AND LIDS	504-3803-44607	1,960.00
SMITHCO CONSTRUCTION INC	MISC-05-013	06/12/2025	PRESSURE COUPLINGS PLUS T...	504-3803-44607	3,908.22
NM UTILITY OPERATOR CERTIF..	WS1 CONRAD CHAVEZ	06/12/2025	OPERATOR 1 TESTING CONRA...	504-3803-44605	30.00
NM UTILITY OPERATOR CERTIF..	WS1 LOUIS RUDDER	06/12/2025	OPERATOR 1 TESTING CONRA...	504-3803-44605	30.00
4x4 SERVICES AND CONSULTS...	043025	06/20/2025	JESSE COLE CONTRACT FOR ...	504-3803-48598	1,354.69
WEX BANK	104487528 APRIL WA	06/20/2025	W/WW- WEX FUEL FOR TRAV...	504-3803-43316	29.70
WEX BANK	105128263 - WA	06/20/2025	W/WW- WEX FUEL FOR TRAV...	504-3803-43316	25.50
WEX BANK	105128263 CMO	06/20/2025	W/WW- WEX FUEL FOR TRAV...	504-3803-43316	66.37
NEW MEXICO ONE CALL INC	153013365	06/20/2025	LOCATES FOR WATER AND W...	504-3803-44607	8.93
NEW MEXICO ONE CALL INC	153013719	06/20/2025	LOCATES FOR WATER AND W...	504-3803-44607	8.93
MARLIN LEASING CORPORATI...	40624367	06/20/2025	WATER DEPT OPEN PO FY24/...	504-3803-43465	49.36
SILVERSKY INC	527674-SI	06/20/2025	WATER DEPT OPEN PO FY24/...	504-3803-43815	140.12
TESTONS FREEWAY CHEVRON	581	06/20/2025	OPEN PO FOR FUEL FOR WAT...	504-3803-43316	2,165.43
CITY UTILITIES	6/11/2025 & 6/17/2025	06/20/2025	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	318.47
CASA CROSSES LLC	FOCB117772	06/20/2025	REPAIRS FOR F350	504-3803-47421	2,029.01
USA BLUEBOOK	INV00678687	06/20/2025	FREIGHT	504-3803-44607	9.55
USA BLUEBOOK	INV00678687	06/20/2025	FREE CHLORINE DPD	504-3803-44607	128.00
BAKER UTILITY SUPPLY CORP	INV333812	06/20/2025	3/4" INSTA TITES	504-3803-44607	424.80
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	WATER DEPT	504-3803-41226	313.01
NM UTILITY OPERATOR CERTIF..	WS1 ISAIAH MALLARD	06/20/2025	ISAIAH MALLARD WATER OPE...	504-3803-42720	30.00
TDS	0063687 6/18/25	06/27/2025	WATER DEPT OPEN PO FY24/...	504-3803-43780	434.82
4 RIVERS EQUIPMENT	1773839	06/27/2025	TEETH FOR 410L BACKHOE	504-3803-47421	633.44
NEWGEN STRATEGIES AND SO...	21491	06/27/2025	WA/WW COMPREHENSIVE SE...	504-3803-48598	1,747.48
TEXAN WASTE EQUIPMENT IN...	3593E	06/27/2025	VAC TRUCK REPAIRS	504-3803-47421	1,063.75
WATER BANK OF AMERICA	5/25/25 LATE	06/27/2025	HOTEL FOR CONRAD AND LOU...	504-3803-42720	913.38
VERIZON WIRELESS	6116068902	06/27/2025	WATER DEPT OPEN PO FY24/...	504-3803-43775	262.77
BAKER UTILITY SUPPLY CORP	INV334021	06/27/2025	3/4" CLAMPS FOR LEAK REPA...	504-3803-44607	725.40
BAKER UTILITY SUPPLY CORP	INV334345	06/27/2025	1" POLY	504-3803-44607	601.00
BAKER UTILITY SUPPLY CORP	INV334346	06/27/2025	3/4" POLY	504-3803-44607	473.88
BAKER UTILITY SUPPLY CORP	INV334346	06/27/2025	1" POLY	504-3803-44607	601.00

Fund 504 - Water Total: 50,022.33

Fund: 505 - Solid Waste

NEW MEXICO GAS COMPANY ...	05/27/2025	06/06/2025	RECYCLE CENTER OPEN PO FY...	505-3904-43780	33.61
COAST TO COAST	1	06/06/2025	35X40X15 A FRAME COVER	505-3904-80805	18,231.87
CITY OF LAS CRUCES	109781	06/06/2025	SCSWA WASTE DISPOSAL	505-3904-45601	56,618.40
BORDER RECAPING LLC BMO...	25-0272521-003	06/06/2025	REPLENISH/RETREAD VARIOUS...	505-3904-44607	1,105.00
DOCUMENT SOLUTION INC	372772	06/06/2025	SANITATION DEPTSHARP OVE...	505-3904-43465	145.71
CITY UTILITIES	5/22 & 5/29/2025	06/06/2025	SANITATION DEPT CYCLE C&D...	505-3904-43780	861.84
PATTILLO BROWN & HILL LLP	501245	06/06/2025	ANNUAL AUDIT FY 2023-24	505-3904-48596	1,394.81
WARM SPRINGS RENT ALL	58400	06/06/2025	TELEHANDLER RENTAL	505-3904-43465	810.75
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	SOLID WASTE DEPT	505-3904-41226	522.42
RJ BORDER INTERNATIONAL	X400124987.01	06/06/2025	ELECTRIC CUTOFF SWITCH	505-3904-47420	364.76
SUPERIOR WEED AND PEST C...	022022339	06/12/2025	PREVENT OVERGROTH OF WE...	505-3904-47415	3,115.78
XEROX CORP OLD	023658831	06/12/2025	SOLID WASTE XEROX EQUIPM...	505-3904-43465	30.18
AUTOZONE STORES LLC	02529351432	06/12/2025	000244617 66519 RAVEN 7MI...	505-3904-44615	119.94
AMAZON CAPITAL SERVICES I...	137W-3KT4-G3MJ	06/12/2025	CLEANING/OFFICE SUPPLIES	505-3904-44606	221.44

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY INC	180681/6	06/12/2025	213478 MAGNUM 2-1/2" PAD...	505-3904-43403	23.99
SUN VALLEY INC	180681/6	06/12/2025	DISCOUNT	505-3904-43403	-1.99
SUN VALLEY INC	180681/6	06/12/2025	KEY1- PLAIN SINGLE SIDED CA...	505-3904-43403	15.90
SIERRA AUTO PARTS LLC	336086	06/12/2025	AIR FILTER/CABIN AIR FILTER	505-3904-47420	29.21
PETES EQUIPMENT INC	0035587	06/20/2025	TRASH TRUCK POLYCARTRM	505-3904-47420	508.75
WEX BANK	105128263 SANI	06/20/2025	WEX- DIESEL & GASOLINE	505-3904-43316	3,636.56
ART GLASS INC	314966	06/20/2025	2 NEW ALUMINUM WINDOWS	505-3904-43403	4,334.70
MARUN LEASING CORPORATI...	40624367	06/20/2025	SOLID WASTE OPEN PO FY24/...	505-3904-43465	123.40
SILVERSKY INC	527674-SI	06/20/2025	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	140.12
CITY UTILITIES	6/6/2025	06/20/2025	SANITATION DEPT OPEN PO F...	505-3904-45601	36,626.61
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	SOLID WASTE DEPT	505-3904-41226	528.25
TDS	0063588 6/18/25	06/27/2025	SANITATION OPEN PO FY24/25	505-3904-43780	434.82
PARKHILL SMITH & COOPER	04342124.00-8	06/27/2025	TECHNICAL SUPPORT AND THE...	505-3904-48599	1,999.52
PARKHILL SMITH & COOPER	04342724.00-2	06/27/2025	ENVIRONMENTAL LANDFILL ...	505-3904-48599	11,527.73
PARKHILL SMITH & COOPER	04386624.00-6	06/27/2025	TASK ORDER T OR C BLM LAN...	505-3904-48599	3,173.36
RUSTYS WEIGH SCALES & SERV...	250623-1024	06/27/2025	QUARTERLY SCALE CALIBRATI...	505-3904-47420	851.27
VERIZON WIRELESS	6116068902	06/27/2025	SANITATION OPEN PO FY24/25	505-3904-43775	156.96
Fund 505 - Solid Waste Total:					147,685.67

Fund: 506 - WWTP

NEW MEXICO GAS COMPANY ...	05/27/2025	06/06/2025	VACUUM STATION OPEN PO F...	506-4005-43780	36.09
DOCUMENT SOLUTION INC	372772	06/06/2025	WASTE WATER DEPT SHARP ...	506-4005-43465	68.36
CITY UTILITIES	5/22 & 5/29/2025	06/06/2025	WASTE WATER DEPT CYCLE C...	506-4005-43780	12,812.80
PATTILLO BROWN & HILL LLP	501245	06/06/2025	ANNUAL AUDIT FY 2023-24	506-4005-48596	1,394.81
B & H OIL COMPANY	5302025 WW	06/06/2025	OPEN PO FY 24-25 FOR DESIEL...	506-4005-43316	60.45
EUROFINS ENVIRONMENTAL ...	8850018504	06/06/2025	WEEKLY TESTING	506-4005-44605	575.79
PURE OPERATIONS LLC	NI250236	06/06/2025	GAUGES FOR VAC STATION	506-4005-44607	256.21
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	WASTE WATER DEPT	506-4005-41226	122.66
XEROX CORP OLD	023658832	06/12/2025	WASTEWATER XEROX EQUIP...	506-4005-43465	158.20
BULLOCKS INC	0270	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	7.96
BULLOCKS INC	0414	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	2.39
TERI I CATES DBA TLC PEST C...	11564	06/12/2025	PEST CONTROL	506-4005-47425	80.00
BULLOCKS INC	1328	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	2.39
SUN VALLEY INC	180385/6	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	2.65
SUN VALLEY INC	180393/6	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	34.44
SUN VALLEY INC	180401/6	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	16.62
SUN VALLEY INC	180476/6	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	16.62
SUN VALLEY INC	180484/6	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	9.49
SUN VALLEY INC	180516/6	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	44.64
SUN VALLEY INC	180731/6	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	24.69
SUN VALLEY INC	180756/6	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	3.78
BULLOCKS INC	2165	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	2.39
BULLOCKS INC	2278	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	2.39
SIERRA AUTO PARTS LLC	336134	06/12/2025	AIR FILTER	506-4005-47420	18.43
SIERRA AUTO PARTS LLC	336304	06/12/2025	BATTERY GOLD	506-4005-47420	188.31
VILLAGE OF WILLIAMSBURG	6/11/2025	06/12/2025	SEWER RECEIPTS FY 2024 - 20...	506-4005-48798	3,260.47
BULLOCKS INC	7530	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	10.22
BULLOCKS INC	8665	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	2.39
BULLOCKS INC	9121	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	3.18
BULLOCKS INC	9502	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	29.88
BULLOCKS INC	9570	06/12/2025	OPEN PO FOR MAY 2025	506-4005-44607	2.15
BOOT BARN	INV00484372	06/12/2025	JAMIE FOREMAN- BOOTS	506-4005-44615	72.00
4x4 SERVICES AND CONSULTS...	043025	06/20/2025	JESSE COLE CONTRACT FOR ...	506-4005-48598	1,354.69
WEX BANK	104487528 APRIL WA	06/20/2025	W/WW- WEX FUEL FOR TRAV...	506-4005-43316	29.70
WEX BANK	105128263 - WA	06/20/2025	W/WW- WEX FUEL FOR TRAV...	506-4005-43316	25.50
WEX BANK	105128263 CMO	06/20/2025	W/WW- WEX FUEL FOR TRAV...	506-4005-43316	66.38
NEW MEXICO ONE CALL INC	153013365	06/20/2025	LOCATES FOR WATER AND W...	506-4005-44607	8.93
NEW MEXICO ONE CALL INC	153013719	06/20/2025	LOCATES FOR WATER AND W...	506-4005-44607	8.93
MARLIN LEASING CORPORATI...	40624367	06/20/2025	WASTE WATER OPEN PO FY24...	506-4005-43465	246.78
SILVERSKY INC	527674-SI	06/20/2025	WASTE WATER DEPT OPEN PO...	506-4005-43815	140.13
CITY UTILITIES	6/11/2025 & 6/17/2025	06/20/2025	WASTE WATER DEPT CYCLE A...	506-4005-43780	2,289.14

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TESTONS FREEWAY CHEVRON	6395	06/20/2025	FUEL FOR WASTE WATER DEP...	506-4005-43316	534.76
USA BLUEBOOK	INV00678687	06/20/2025	TSS FIBER FILTER	506-4005-44605	183.80
USA BLUEBOOK	INV00678687	06/20/2025	BUFFER PACK	506-4005-44605	57.70
USA BLUEBOOK	INV00678687	06/20/2025	FREIGHT	506-4005-44607	9.55
USA BLUEBOOK	INV00678687	06/20/2025	FREE CHLORINE DPD	506-4005-44607	128.00
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	WASTE WATER DEPT	506-4005-41226	154.26
TDS	0063646 6/18/25	06/27/2025	WASTE WATER OPEN PO FY24...	506-4005-43780	434.82
4 RIVERS EQUIPMENT	1773834	06/27/2025	REPLACEMENT FOR BROKEN T...	506-4005-44810	172.32
NEWGEN STRATEGIES AND SO...	21491	06/27/2025	WA/WW COMPREHENSIVE SE...	506-4005-48598	1,747.48
IDEXX DISTRIBUTION INC	3172848192	06/27/2025	ECOLI TEST KITS	506-4005-44605	128.58
VERIZON WIRELESS	6116068902	06/27/2025	WASTE WATER DEPT OPEN PO...	506-4005-43775	408.09
EUROFINS ENVIRONMENTAL ...	8850017882	06/27/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850019657	06/27/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850019821	06/27/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850019988	06/27/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850019989	06/27/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850020209	06/27/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850020240	06/27/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850020608	06/27/2025	QUARTERLY TESTING	506-4005-44605	893.29
EUROFINS ENVIRONMENTAL ...	8850020610	06/27/2025	QUARTERLY TESTING	506-4005-44605	355.16
EUROFINS ENVIRONMENTAL ...	8850020620	06/27/2025	WEEKLY TESTING	506-4005-44605	129.15
Fund 506 - WWTP Total:					31,520.60

Fund: 508 - Golf Course

MASEK ROCKY MOUNTAIN GO...	02-102885	06/06/2025	GOLF CART LEASE FY 24-25 M...	508-4303-43465	979.28
DOCUMENT SOLUTION INC	372772	06/06/2025	GOLF COURSE SHARP OVERA...	508-4303-43465	30.91
NM RETIREE HEALTH CARE	PPE 2025-05-30	06/06/2025	GOLF COURSE	508-4303-41226	84.87
SUN VALLEY INC	180547/6	06/12/2025	OPEN PO FIELD SUPPLIES FY25...	508-4303-44607	60.68
SUN VALLEY INC	180660/6	06/12/2025	OPEN PO FIELD SUPPLIES FY25...	508-4303-44607	123.12
SUN VALLEY INC	180686/6	06/12/2025	OPEN PO FIELD SUPPLIES FY25...	508-4303-44607	66.46
SUN VALLEY INC	180692/6	06/12/2025	OPEN PO FIELD SUPPLIES FY25...	508-4303-44607	52.23
SUN VALLEY INC	180704/6	06/12/2025	OPEN PO FIELD SUPPLIES FY25...	508-4303-44607	53.62
SUN VALLEY INC	180720/6	06/12/2025	OPEN PO FIELD SUPPLIES FY25...	508-4303-44607	46.08
SUN VALLEY INC	180729/6	06/12/2025	OPEN PO FIELD SUPPLIES FY25...	508-4303-44607	32.89
SUN VALLEY INC	180737/6	06/12/2025	OPEN PO FIELD SUPPLIES FY25...	508-4303-44607	13.94
BULLOCKS INC	4325	06/12/2025	CASES OF WATER FOR PRO S...	508-4303-44607	34.80
MARLIN LEASING CORPORATI...	40624367	06/20/2025	GOLF COURSE OPEN PO FY24...	508-4303-43465	246.78
CITY UTILITIES	6/11/2025 & 6/17/2025	06/20/2025	GOLF COURSE CYCLE A&B OP...	508-4303-43780	1,838.25
TURNER ELECTRIC MOTOR INC	85527	06/20/2025	ZHP 3PH COMPLETE PUMP BE...	508-4303-44607	2,050.00
TURNER ELECTRIC MOTOR INC	85527	06/20/2025	SHIPPING	508-4303-44607	55.00
NM RETIREE HEALTH CARE	PPE 2025-06-13	06/20/2025	GOLF COURSE	508-4303-41226	107.41
TDS	0063596 6/18/25	06/27/2025	GOLF COURSE OPEN PO FY24/...	508-4303-43780	434.82
VERIZON WIRELESS	6116068902	06/27/2025	GOLF COURSE OPEN PO FY24/...	508-4303-43775	70.65
Fund 508 - Golf Course Total:					6,381.79

Fund: 509 - Muni Airport

TECH 45 AIRPORT MANAGEM...	001124	06/06/2025	MONTHLY MANAGEMENT FEE...	509-4403-48598	20,011.93
XEROX CORP OLD	023658836	06/12/2025	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
SIERRA ELECTRIC COOP INC	6/3/2025 AIRPORT	06/12/2025	OPEN PO FOR UTILITIES AT Ai...	509-4403-43780	1,118.69
WINDSTREAM CORPORATION	06182025	06/20/2025	AIRPORT OPEN PO FY24/25	509-4403-43775	449.27
NMED PETROLEUM STORAGE ...	324028	06/20/2025	FY 25/26 ANNUAL STORAGE T...	509-4403-43770	200.00
MARLIN LEASING CORPORATI...	40624367	06/20/2025	AIRPORT OPEN PO FY24/25	509-4403-43465	49.36
VERIZON WIRELESS	6116068902	06/27/2025	AIRPORT OPEN PO FY24/25	509-4403-43775	124.31
Fund 509 - Muni Airport Total:					21,985.14

Fund: 600 - Internal Serv

SIERRA AUTO PARTS LLC	335776	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	87.37
SIERRA AUTO PARTS LLC	335927	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	19.96
SIERRA AUTO PARTS LLC	335972	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	25.35
SIERRA AUTO PARTS LLC	336135	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	30.49
SIERRA AUTO PARTS LLC	336196	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	253.29
SIERRA AUTO PARTS LLC	336231	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	65.92

AP EOM REPORT JUNE 2025

Payment Dates: 6/1/2025 - 6/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	336234	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	16.66
SIERRA AUTO PARTS LLC	336241	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	34.99
SIERRA AUTO PARTS LLC	336302	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	81.70
SIERRA AUTO PARTS LLC	336384	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	4.99
SIERRA AUTO PARTS LLC	336386	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	23.33
SIERRA AUTO PARTS LLC	336485	06/12/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	13.24
MARLIN LEASING CORPORATI...	40624367	06/20/2025	FLEET DEPT OPEN PO FY24/25	600-7003-43465	74.04
AMAZON CAPITAL SERVICES I...	1HC6-LTLX-41H1	06/26/2025	SAFETY SUPPLIES/MISC LIGHTS..	600-7003-44607	120.54
JOSE LUIS SIMENTAL SR	17623	06/27/2025	MISC TOOLS FOR SHOP	600-7003-44607	2,407.00
JOSE LUIS SIMENTAL SR	17624	06/27/2025	4 IN 1 BRAKE TOOL/ IMPACT ...	600-7003-44613	1,900.00
JOSE LUIS SIMENTAL SR	17625	06/27/2025	MISC TOOLS FOR SHOP	600-7003-44607	1,102.00
JOSE LUIS SIMENTAL SR	17625 2	06/27/2025	CORRECTION TO PO 81724	600-7003-44607	98.00
Fund 600 - Internal Serv Total:					6,358.87
Grand Total:					1,737,465.63

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	219,344.30
201 - Corrections	3,960.00
209 - Fire	24,303.00
211 - Law Enforce Prot	7,869.70
214 - Lodgers Tax	41,529.79
216 - Muni Street	53,254.39
260 - Fiscal Recovery Funds	209.87
294 - State Library	1,341.02
295 - Muni Pool	23,087.98
296 - PD GRT	22,311.38
303 - Vet Wall	245.44
312 - R&R Airport	319,748.63
314 - CDBG	14,108.75
315 - CI Reserve	2,970.48
320 - USDA WATER SYSTEM IMPROVEMENTS	113,992.50
340 - ROAD/STREET PROJECTS	55,878.92
370 - WATER TRUST BOARD PROJECTS	18,472.36
380 - OTHER STATE FUNDED PROJECTS	1,822.47
403 - Pledge State DEBT SERVICE	97,925.26
501 - Cemetary	2,119.63
502 - UTILITY OFFICE-UTILITY BILLING	8,127.69
503 - Electric	440,887.67
504 - Water	50,022.33
505 - Solid Waste	147,685.67
506 - WWTP	31,520.60
508 - Golf Course	6,381.79
509 - Muni Airport	21,985.14
600 - Internal Serv	6,358.87
Grand Total:	1,737,465.63

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	4,756.44
101-1000-43598	PROFESSIONAL SERV-G...	6,476.26
101-1000-43740	PRINTING AND PUBLISH...	17.70
101-1000-60725	GRANTS TO SUB-RECIPI...	875.00
101-1001-41226	RETIREE INSURANCE	317.38
101-1001-42720	EMPLOYEE TRAINING-OF...	290.29
101-1001-43465	RENT OF EQUIPMENT	430.68
101-1001-43740	PRINTING/PUBLISHING	619.38
101-1001-43775	TELEPHONE	260.13
101-1001-44606	OFFICE SUPPLIES	79.99
101-1003-41226	RETIREE INSURANCE	467.80
101-1003-43465	RENT OF EQUIPMENT	1,004.83
101-1003-43775	TELEPHONE	340.05
101-1003-44606	OFFICE SUPPLIES	100.60
101-1003-47420	MAINTENANCE VEHICLE...	1,245.00
101-1004-41226	RETIREE INSURANCE	765.98
101-1004-42720	EMPLOYEE TRAINING-A...	346.80
101-1004-43465	RENT OF EQUIPMENT	1,082.54
101-1004-43740	PRINTING/PUBLISHING	1,157.06
101-1004-43770	SUBSCRIPTION & DUES	40.00
101-1004-43775	TELEPHONE	277.34
101-1004-43999	OPERATING COSTS	49.21
101-1004-44606	OFFICE SUPPLIES	1,111.21
101-1004-44607	FIELD SUPPLIES - IT	1,230.91
101-1004-44613	NON-CAPITAL ITEMS	8,588.00

Account Summary

Account Number	Account Name	Payment Amount
101-1004-48599	OTHER CONTRACTUAL S...	7,443.14
101-1006-41226	RETIREE INSURANCE	326.54
101-1006-43316	FUEL	183.03
101-1006-43775	TELEPHONE	110.66
101-1006-45607	DONATION EXPENSE	4,004.80
101-1006-48598	PROFESSIONAL SERVICES	2,062.31
101-1007-41226	RETIREE INSURANCE	2,693.44
101-1007-43316	FUEL	8,656.23
101-1007-43465	RENT OF EQUIPMENT	992.91
101-1007-43775	TELEPHONE	1,228.62
101-1007-44606	OFFICE SUPPLIES	30.89
101-1008-41226	RETIREE INSURANCE	165.74
101-1008-43316	FUEL	324.50
101-1008-43775	TELEPHONE	222.68
101-1009-41226	RETIREE INSURANCE	177.40
101-1009-42620	UNIFORMS/LINEN-MUNI...	227.58
101-1009-43316	FUEL	926.93
101-1009-43465	RENT OF EQUIPMENT	1,247.52
101-1009-43770	SUBSCRIPTION & DUES	250.00
101-1009-43775	TELEPHONE	136.06
101-1009-44607	FIELD SUPPLIES-MUNI R...	7,152.93
101-1009-47415	MAINTENANCE--REPAIRS..	2,010.84
101-1009-47420	MAINTENANCE VEHICLE...	1,088.64
101-1009-48598	PROFESSIONAL SERVICES	10,169.70
101-1010-41226	RETIREE INSURANCE	201.32
101-1010-43775	TELEPHONE	49.47
101-1010-44606	OFFICE SUPPLIES	41.18
101-1010-48598	PROFESSIONAL SERVICES	8,624.98
101-1011-41226	RETIREE INSURANCE	494.88
101-1011-43775	TELEPHONE	152.54
101-1012-41226	RETIREE INSURANCE	387.98
101-1012-42620	UNIFORM/LINEN-FLEET...	581.43
101-1012-43316	FUEL	546.97
101-1012-43775	TELEPHONE	185.90
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	FUEL	179.80
101-1014-41226	RETIREE INSURANCE	431.48
101-1014-43316	FUEL	742.14
101-1014-43403	REGULAR BUILDING MA...	1,573.38
101-1014-43465	RENT OF EQUIPMENT	89.41
101-1014-43775	TELEPHONE	111.85
101-1014-44607	FIELD SUPPLIES-FACILITY...	566.51
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1014-47420	MAINTENANCE-VEHICLE...	574.92
101-1016-41226	RETIREE INSURANCE	424.80
101-1016-44606	OFFICE SUPPLIES	100.56
101-1016-44830	CITY BOOK PURCHASING...	646.11
101-1017-48599	OTHER CONTRACTUAL S...	95,283.61
101-1018-43780	UTILITIES	17,928.62
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,821.61
101-1018-48596	AUDIT CONTRACT	3,030.76
101-1099-34348	RENT OF PUBLIC FACILIT...	600.00
201-1903-48710	CARE OF PRISONERS-SIE...	3,960.00
209-1603-43316	FUEL	50.52
209-1603-43465	RENT OF EQUIPMENT	498.40
209-1603-43775	TELEPHONE	255.14
209-1603-43780	UTILITIES	686.23
209-1603-44615	SAFETY EQUIPMENT	5,696.24

Account Summary

Account Number	Account Name	Payment Amount
209-1603-46730	INSURANCE (NON EMPL...	9,015.00
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
209-1603-47420	MAINTENANCE VEHICLE...	7,575.85
211-2003-44573	UNIFORM & EQUIPMENT	1,780.30
211-2003-44615	SAFETY EQUIPMENT	1,125.94
211-2003-47420	MAINTENANCE-VEHICLE...	2,840.52
211-2003-80810	OTHER CAPITAL EQUIPM...	2,122.94
214-2503-43403	REGULAR BUILDING MA...	26,243.44
214-2503-47406	PROMOTIONAL/ADVERT...	1,712.09
214-2503-48596	AUDIT CONTRACT SERVI...	5,919.38
214-2503-48815	SERVICE CONTRACTS-LO...	1,953.31
214-2540-43775	TELEPHONE	70.14
214-2540-60725	CITY PORTION SUB-RECIP..	933.30
214-2560-60725	MARKETING SUB-RECIPI...	4,698.13
216-4503-42620	UNIFORM LINEN-MUNI ...	119.44
216-4503-43316	FUEL	1,486.69
216-4503-43465	RENT OF EQUIPMENT	207.98
216-4503-43550	ROADWAY MAINTENAN...	36,689.69
216-4503-44607	FIELD SUPPLIES-STREETS	94.98
216-4503-44615	SAFETY EQUIPMENT	200.00
216-4503-47420	MAINT.VEHICLE/FURN/...	6,185.55
216-7026-48598	Professional Serv/Contra...	8,270.06
260-2002-80860	INFRASTRUCTURE	209.87
294-5003-32394	STATE GRANT IN AID-ST...	727.14
294-5003-43465	RENT OF EQUIPMENT	321.96
294-5003-43775	TELEPHONE	169.71
294-5003-60834	STATE LIBRARY GRANT-S...	122.21
295-4803-34355	POOL DEPOSIT/RENTAL	50.00
295-4803-41226	RETIREE INSURANCE	62.48
295-4803-42720	EMPLOYEE TRAINING-M...	300.00
295-4803-43403	REGULAR BUILDING MA...	14,717.33
295-4803-43465	RENT OF EQUIPMENT	49.36
295-4803-43775	TELEPHONE	70.14
295-4803-43780	UTILITIES-MUNI POOL	2,033.67
295-4803-44607	FIELD SUPPLIES-MUNI P...	5,805.00
296-2403-44613	NON-CAPITAL ITEMS	3,495.64
296-2403-44615	SAFETY EQUIPMENT	488.48
296-2403-48598	PROFESSIONAL SERVICES	123.60
296-2403-80810	OTHER CAPITAL EQUIPM...	18,203.66
303-4703-43775	TELEPHONE	245.44
312-7035-47415	Maintenance GROUNDS...	220,709.16
312-7036-47415	Maintenance GROUNDS...	65,691.73
312-7037-47415	Maintenance GROUNDS...	4,698.74
312-7050-47415	Maint GROUNDS & ROA...	28,649.00
314-7030-48598	Professional Serv/Contra...	11,296.25
314-8603-48598	Professional Serv/Contra...	2,812.50
315-8011-48598	Professional Serv/Contra...	2,970.48
320-6603-80860	INFRASTRUCTURE	113,992.50
340-7031-43550	ROADWAY MAINTENAN...	41,909.09
340-7031-45600	ENTITY MATCH	13,969.83
370-7019-80847	ROADWAYS AND BRIDG...	18,472.36
380-7020-48598	PROFESSIONAL SERVICES	1,822.47
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.73
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,438.95
403-1203-90905	DEBT SERVICE PRINCIPAL..	62,254.83
403-1203-90910	DEBT SERVICE INTEREST	11,817.17
403-1203-90925	COMMITMENTS & OTHE...	125.00

Account Summary

Account Number	Account Name	Payment Amount
501-1803-43780	UTILITIES	1,119.63
501-1803-47415	MAINTENANCE--REPAIRS..	1,000.00
502-3601-41226	RETIREE INSURANCE	362.52
502-3601-43465	RENT OF EQUIPMENT	5,098.32
502-3601-43775	TELEPHONE	193.40
502-3601-43780	UTILITIES	295.82
502-3601-44606	OFFICE SUPPLIES	2,177.63
503-3702-41226	RETIREE INSURANCE	842.28
503-3702-42620	UNIFORM/LINEN-ELECTR..	793.68
503-3702-43316	FUEL	1,374.73
503-3702-43465	RENT OF EQUIPMENT	123.40
503-3702-43770	SUBSCRIPTION & DUES	1,630.00
503-3702-43775	TELEPHONE	247.94
503-3702-43780	UTILITIES	6,301.84
503-3702-43815	SOFTWARE LIC/SOFTWA...	140.12
503-3702-44607	FIELD SUPPLIES	61,830.57
503-3702-44615	SAFETY EQUIPMENT	5,598.20
503-3702-47415	MAINTENANCE--REPAIRS..	21,242.96
503-3702-47420	MAINTENANCE-VEHICLE...	26,543.28
503-3702-48596	AUDIT CONTRACT	1,394.81
503-3702-48598	PROFESSIONAL SERVICES	1,040.00
503-3702-50795	WHOLESALE POWER CO...	311,783.86
504-3803-41226	RETIREE INSURANCE	626.02
504-3803-42720	EMPLOYEE TRAINING-W...	1,182.47
504-3803-43316	FUEL	2,441.86
504-3803-43465	RENT OF EQUIPMENT	49.36
504-3803-43775	TELEPHONE	262.77
504-3803-43780	UTILITIES	15,874.46
504-3803-43797	WATER CONSERVATION...	1,342.71
504-3803-43815	SOFTWARE LIC/SOFTWA...	140.12
504-3803-44605	CHEMICALS/LABORATO...	160.00
504-3803-44607	FIELD SUPPLIES-WATER ...	12,092.66
504-3803-44615	SAFETY EQUIPMENT	71.99
504-3803-47415	MAINTENANCE--REPAIRS..	4,160.45
504-3803-47420	MAINTENANCE-VEHICLE...	1,053.96
504-3803-47421	MAINTENANCE EQUIPM...	6,066.52
504-3803-48596	AUDIT CONTRACT	1,394.81
504-3803-48598	PROFESSIONAL SERVICES	3,102.17
505-3904-41226	RETIREE INSURANCE	1,050.67
505-3904-43316	FUEL	3,636.56
505-3904-43403	REGULAR BUILDING MA...	4,372.60
505-3904-43465	RENT OF EQUIPMENT	1,110.04
505-3904-43775	TELEPHONE	156.96
505-3904-43780	UTILITIES	1,330.27
505-3904-43815	SOFTWARE LIC/SOFTWA...	140.12
505-3904-44606	OFFICE SUPPLIES	221.44
505-3904-44607	FIELD SUPPLIES-SOLID ...	1,105.00
505-3904-44615	SAFETY EQUIPMENT	119.94
505-3904-45601	WASTE DISPOSAL	93,245.01
505-3904-47415	MAINTENANCE--REPAIRS..	3,115.78
505-3904-47420	MAINTENANCE-VEHICLE...	1,753.99
505-3904-48596	AUDIT CONTRACT	1,394.81
505-3904-48599	OTHER CONTRACTUAL S...	16,700.61
505-3904-80805	BUILDINGS & STRUCTUR...	18,231.87
506-4005-41226	RETIREE INSURANCE	276.92
506-4005-43316	FUEL	716.79
506-4005-43465	RENT OF EQUIPMENT	473.34
506-4005-43775	TELEPHONE	408.09

Account Summary

Account Number	Account Name	Payment Amount
506-4005-43780	UTILITIES	15,572.85
506-4005-43815	SOFTWARE LIC/SOFTWA...	140.13
506-4005-44605	CHEMICALS/LABORATO...	5,014.08
506-4005-44607	FIELD SUPPLIES-WASTE...	629.89
506-4005-44615	SAFETY EQUIPMENT	72.00
506-4005-44810	EQUIPMENT & MACHIN...	172.32
506-4005-47420	MAINTENANCE-VEHICLE...	206.74
506-4005-47425	OTHER MAINTENANCE-...	80.00
506-4005-48596	AUDIT CONTRACT	1,394.81
506-4005-48598	PROFESSIONAL SERVICES	3,102.17
506-4005-48798	VILLAGE OF WILLIAMS...	3,260.47
508-4303-41226	RETIREE INSURANCE	192.28
508-4303-43465	RENT OF EQUIPMENT	1,256.97
508-4303-43775	TELEPHONE	70.65
508-4303-43780	UTILITIES	2,273.07
508-4303-44607	FIELD SUPPLIES	2,588.82
509-4403-43465	RENT OF EQUIPMENT	80.94
509-4403-43770	SUBSCRIPTION & DUES	200.00
509-4403-43775	TELEPHONE	573.58
509-4403-43780	UTILITIES	1,118.69
509-4403-48598	PROFESSIONAL SERVICES	20,011.93
600-7003-43465	RENT OF EQUIPMENT	74.04
600-7003-44607	FIELD SUPPLIES	4,384.83
600-7003-44613	NON-CAPITAL ITEMS	1,900.00
	Grand Total:	1,737,465.63

Project Account Summary

Project Account Key	Payment Amount
None	1,737,465.63
Grand Total:	1,737,465.63

Accounts Payable Transfer Sheet - 2024 - 2025 FY
Post Date Ending: 6/2, 6/6, 6/10, 6/12, 6/20, 6/27

Fund	Fund Description	Fund Totals							GRAND TOTAL TRANSFERS	Fund Numbers
		6/2/2025	6/6/2025	6/6/2025	6/10/2025	6/12/2025	6/20/2025	6/27/2025		
101	General		\$78,299.96			\$20,182.77	\$38,165.41	\$82,696.16	\$219,344.30	101
201	Local Government Corrections						\$3,960.00		\$3,960.00	201
209	State Fire		\$16,810.28			\$251.62	\$1,415.85	\$5,825.25	\$24,303.00	209
211	Law Enforcement Protection		\$1,430.23			\$680.50	\$2,290.91	\$3,468.06	\$7,869.70	211
214	Lodger's Tax		\$5,631.43			\$999.44	\$1,953.31	\$32,945.61	\$41,529.79	214
216	Street Renovation	\$3,846.87	\$16,770.65	\$2,244.18		\$874.36	\$3,867.58	\$25,650.75	\$53,254.39	216
217	Municipal Recreation								\$0.00	217
260	Fiscal Recovery Funds				\$209.87				\$209.87	260
294	State Library		\$728.28				\$320.82	\$291.92	\$1,341.02	294
295	Municipal Pool		\$6,177.10		\$14,717.33		\$388.41	\$1,805.14	\$23,087.98	295
296	PD-GRT Fund		\$123.60			\$3,424.24	\$359.00	\$18,404.54	\$22,311.38	296
298	PD-Donations								\$0.00	298
302	Electrical Construction								\$0.00	302
303	Veterans Memorial						\$245.44		\$245.44	303
304	SJOA - Grants								\$0.00	304
305	Capital Improvement General								\$0.00	305
306	Capitla 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							\$319,748.63	\$319,748.63	312
313	R&R-Water								\$0.00	313
314	CDBG - Grant		\$10,921.25				\$3,187.50		\$14,108.75	314
315	CI Reserve- Non Capital Equipment							\$2,970.48	\$2,970.48	315
316	Emergency Reserve								\$0.00	316
320	USDA Water System Improvements		\$113,992.50						\$113,992.50	320
321	Water System Improvements								\$0.00	321
340	Road/Street Projects		\$25,748.94					\$30,129.98	\$55,878.92	340
360	NMFA Projects								\$0.00	360
370	Water Trust Board Projects		\$18,472.36						\$18,472.36	370
380	Community Development							\$1,822.47	\$1,822.47	380
403	Pledge State Tax		\$92,536.94					\$5,388.32	\$97,925.26	403
501	Cemetery						\$1,119.63	\$1,000.00	\$2,119.63	501
502	Utility Office		\$493.15			\$549.06	\$560.05	\$6,525.43	\$8,127.69	502
503	Electric Dept		\$43,368.25			\$366,787.20	\$24,111.93	\$6,620.29	\$440,887.67	503
504	Water Dept		\$26,748.39			\$8,715.15	\$7,101.87	\$7,456.92	\$50,022.33	504
505	Solid Waste		\$80,089.17			\$3,554.45	\$45,898.39	\$18,143.66	\$147,685.67	505
506	WasteWater		\$15,327.17			\$3,995.68	\$5,238.25	\$6,959.50	\$31,520.60	506
507	Solid Waste Landfill/Collection								\$0.00	507
508	Golf Course		\$1,095.06			\$483.82	\$4,297.44	\$505.47	\$6,381.79	508
509	Municipal Airport		\$20,011.93			\$1,150.27	\$698.63	\$124.31	\$21,985.14	509
600	Internal Service Fund					\$657.29	\$74.04	\$5,627.54	\$6,358.87	600
	Grand Total-Accounts Payable	\$3,846.87	\$574,776.64	\$2,244.18	\$14,927.20	\$412,305.85	\$145,254.46	\$584,110.43	\$1,737,465.63	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: E.4

SUBJECT: Purchase report of items between \$20,000 and \$60,000
DEPARTMENT: Finance
DATE SUBMITTED: July 3, 2025
SUBMITTED BY: -
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

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

Attachments:

• -
-

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-9-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: F.1

SUBJECT: Resolution 01 2025-2026 Open Meetings Act
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 3, 2025
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Angela A. Torres, City Clerk-Treasurer

Summary/Background:

The Open Meetings Act is found in NMSA 1978, Chapter 10, Article 15, Section 10-15-1 to 10-15-4 and is known as a "sunshine law." The Open Meetings Act, or "Sunshine Law" generally requires that public business be conducted in full public view, and that the deliberations of public bodies be open to the public.

This Resolution is generally adopted as the first Resolution of each Fiscal Year at the first meeting in July.

Recommendation:

Approve the Resolution.

Attachments:

- Resolution No. 01 2025/2026

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. 01 2025/2026

Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 7-9-2025



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 01 25/26

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

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

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

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

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

1. Regular meetings of the City Commission shall be held on the second and fourth Wednesdays of each month. The first meeting shall be held at 9:00 a.m., and the second meeting shall be held at 4:00 p.m. or upon such times as the Commission agrees to change the meeting date or time. If said meeting falls on a holiday, the meeting shall then be held on Thursday, immediately following. All meetings will be held at the City Commission Chambers, 405 W. 3rd Street unless a due Notice/Agenda is given to the public.
2. Regular meetings of any Board, Commission, or Committee shall be established by formal action of the respective body as to date, time, and location. Consideration shall be given to holding such meetings at a date, time and location, which promotes the active participation of the community.

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

- A. **Regular Meetings** – Notice of the meetings, indicating the date, time, and location of the meetings shall be published in one or more newspapers of general circulation within the community at least once per month. The Notice/Agenda shall be given at least 5 days prior to the meeting. The final Notice/Agenda shall be posted in the City Clerk's Office and posted on the City's website.
 - B. **Special Meetings** – May be called only by the majority of the members of the City Commission. Notice/Agenda shall be given with no less than 72 hours' Notice/Agenda before such meeting. The notice/agenda shall specify the business to be conducted, and shall be published in one or more newspapers of general circulation, broadcast over the radio, or in the alternative be posted in the following places: 1) Bulletin board at the City Utilities Office; 2.) Sierra County Administrative Building; 3) First Savings Bank; 4) Bank of the Southwest at T or C; 5) U.S. Post Office located on Date Street; and 6) City Clerk's Office and on the City's website.
 - C. **Emergency Meetings** – May be called only under circumstances that, if not addressed immediately by the City Commission, will likely result in injury or damage to persons or property or substantial financial loss to the City. Emergency meetings may be called by the Mayor, or a majority of the Commission by giving 24 hours' notice/agenda prior to meeting. The Emergency meeting notice/agenda shall include an agenda containing a list of specific items of business to be discussed, or transacted at the meeting, or information on how the public may obtain a copy of such an agenda. It shall be broadcast over the radio, or alternatively be posted in the following places: 1) Bulletin board at the City Utilities Office; 2.) Sierra County Administrative Building; 3) First Savings Bank; 4) Bank of the Southwest at T or C; 5) U.S. Post Office located on Date Street; and 6) City Clerk's Office and on the City's website.
4. Pursuant to the Open Meetings Act 10-15-1 (C) NMSA if otherwise allowed by law or rule of the public body, a member of a public body may participate in a meeting of the public body by means of a conference telephone, or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

PASSED, APPROVED AND ADOPTED this 9th day of July 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: F.2

SUBJECT: Discussion/Action: Resolution No. 02 25/26 Authorizing Acceptance of Water Trust Board (WTB) Project No. 6621-WPF Funding Offer; Flood Prevention Project; Cantrell Dam Breach & Watershed Drainage from New Mexico Finance Authority (NMFA).

DEPARTMENT: Community Development

DATE SUBMITTED: June 30, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Funds will be used to construct flood control improvements in the Cantrell Dam watershed, including breach of the existing dam, storm drain, and enhancement to the flood conveyance network.

The City Commission adopted Resolution No. 13 24/25 authorizing and approving the submission of a completed application on 8/28/2024. The city received an award letter June 5, 2025. The approved funding structure consists of a 10% loan in the amount of \$809,000, and a 90% grant in the amount of \$7,281,000.

The loan component is a 20 Year term of with a net effective interest rate of .25%. A cash match is required in the amount of \$809,000. The cash match and loan may be paid from local general funds and/or municipal streets GRT as well as potentially allocated Flood funds from the Sierra County Flood Commissioner.

Submission of a Resolution accepting the full funding award offer and all readiness to proceed items as defined in the award letter are required before the loan/grant agreement can be processed.

Recommendation:

Approve Resolution 02 25/26 accepting the Funding offer

Attachments:-

- Resolution 13 24/25
- 2025 Application Handout
- NMFA Award Letter
- Resolution 02 25/26

Fiscal Impact (Finance): Yes

10% loan in the amount of \$809,000, and a 90% grant in the amount of \$7,281,000 and cash match in the amount of \$809,000

Legal Review (City Attorney): Yes

[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 7-9-25



RESOLUTION NO. 13 24/25

A RESOLUTION BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, WHEREBY THE CITY COMMISSION INSTRUCTS CITY STAFF TO SUBMIT AN APPLICATION FOR THE FUNDS THROUGH THE WATER TRUST BOARD FOR CONSTRUCTION SERVICES FOR THE CANTRELL DAM BREACH & WATERSHED DRAINAGE IMPROVEMENTS PROJECT.

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

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

WHEREAS, the Governing Body recommends that an application be filed with the Water Trust Board for construction services for the Cantrell Dam Breach & Watershed Drainage Improvement project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that the filing of an application to the New Mexico Water Trust Board for funding in the 2025 Water Project Fund funding cycle is hereby authorized. The project type falls under Flood Prevention and proposes to construct a dam breach due to the concern about the failure of the existing Cantrell dam and construct a new detention pond, new pond outfall system, and improvements to the existing flood conveyance network. These improvements will provide additional flood protection and conveyance improvements and eliminate the possibility of dam failure of the existing Cantrell Dam in order to improve flood control within the Cantrall Dam watershed in the City of Truth or Consequences, NM. The financial assistance requested is in the amount of \$8,100,000. The City of Truth or Consequences hereby pledges a 10% local match in the amount of \$810,000 in support of the application.

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

3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Board for its review and are further authorized to take such other action as may be requested by the Board in its consideration and review of the Application and to further proceed with arrangements for financing the Project.
4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.
5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of August 2024.



Angela Torres, City Clerk-Treasurer

Rolf Hechler, Mayor

Cantrell Dam Breach & Watershed Drainage Improvements

2025 Water Trust Board Flood Prevention Project

FUNDING REQUEST \$8,090,000

SCOPE

Construct flood control improvements in the Cantrell Dam watershed, including a breach of the existing dam, storm drain, and enhancement to the flood conveyance network. The goal is to eliminate the risk of dam failure and improve the city's infrastructure.

SUMMARY

The Cantrell Dam Breach & Flood Control Improvements Project builds on a previously funded WTB project (i.e., 5442-WPF). Located near the City of Truth or Consequences in Sierra County, New Mexico, Cantrell Dam was overwhelmed during a July 2020 storm. Homes and communities along the downstream arroyo were inundated with 2-3 feet of stormwater runoff and sediment due to the insufficient capacity of the existing outfall structure. Cantrell Dam's embankment is 400 feet long and 20 feet wide, with a 30-foot wide auxiliary spillway and two 24-inch CMP standpipes as primary outfalls. These structures discharge south, traveling approximately 900 feet to a 10-foot diameter CMP beneath I-25, which outfalls into Cantrell Dam Outfall Arroyo. The arroyo flows south into the Homesites Subdivision, and during the 2020 storm, it overtopped, flooding the Sierra County Fairgrounds, South Broadway Street, park, and sports complex.

The project's design phase is 90% complete and will be finalized in December 2024. The recommended design has been adjusted due to challenges such as property ownership and utility conflicts. Key improvements include the construction of a detention pond, a storm drain system, and upgraded stormwater conveyance infrastructure.

These enhancements will eliminate the risk of dam failure by breaching Cantrell Dam and provide critical flood control for the City of Truth or Consequences and the Village of Williamsburg.



BENEFITS



Eliminates risk of dam failure



Reduces flooding impacts



Protects key community areas

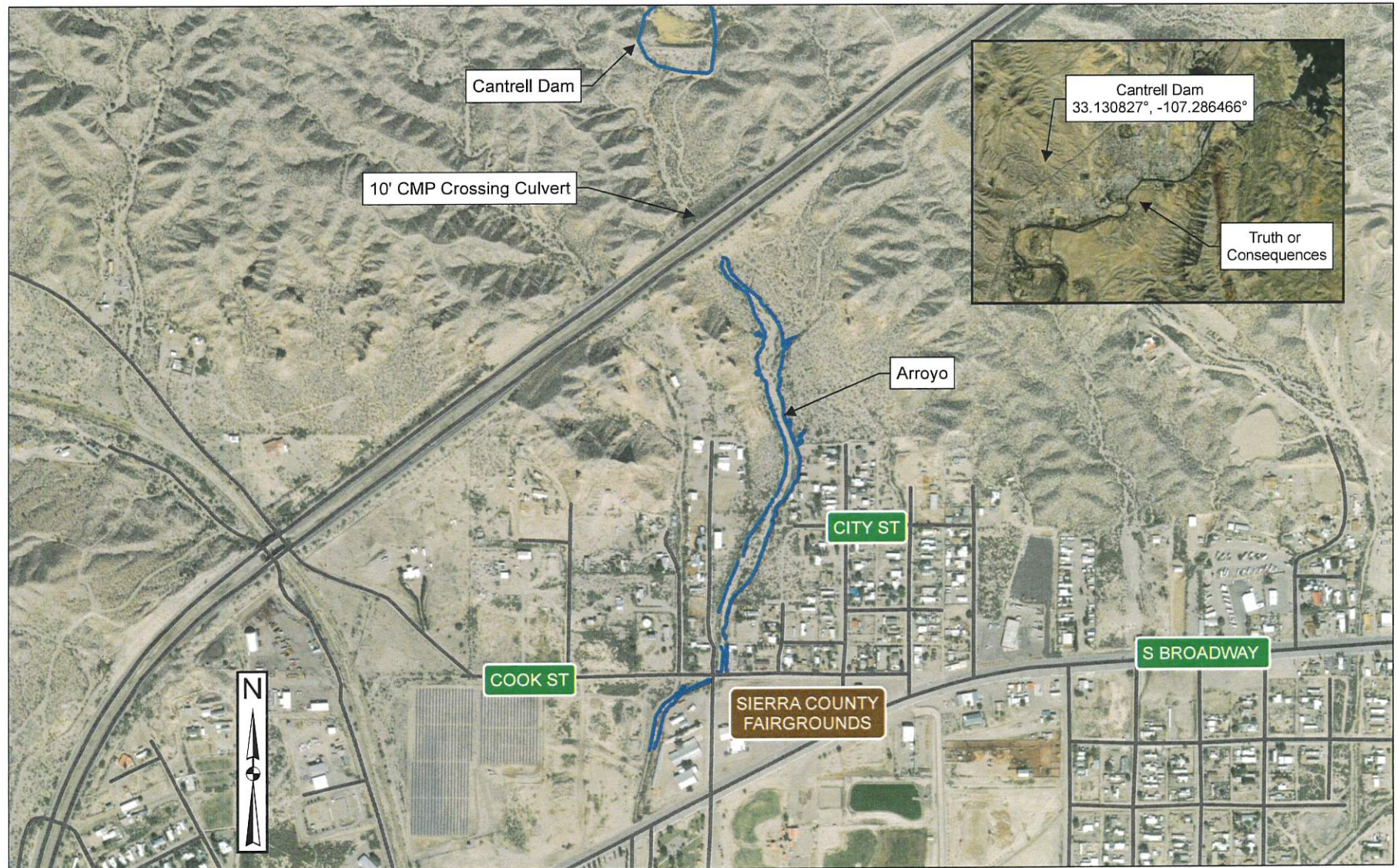


Enhances public safety



Cantrell Dam Breach & Watershed Drainage Improvements

2025 Water Trust Board Flood Prevention Project





June 5, 2025

Via Email

City of Truth or Consequences
Attn: Mayor Rolf Hechler
505 Sims St.
Truth or Consequences, NM 87901

RE: Water Trust Board Project No. WPF-6621; Flood Prevention Project; Cantrell Dam breach & watershed drainage

Dear Mayor Hechler:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on May 22, 2025, to approve the final terms, structure and conditions of Water Project Funding in the amount of \$8,090,000 to the City of Truth or Consequences ("City") for its Flood Prevention Project. This action is a result of the Water Trust Board recommendations approved on April 22, 2025.

The approved funding structure consists of a 10% loan in the amount of \$809,000, and a 90% grant in the amount of \$7,281,000. The loan component is a 20-year term at a net effective interest rate of .25% (0% interest rate with an administrative fee component of ¼ of 1%). The loan and grant are to be used by the City for the construct flood control improvements including breach and storm drain.

To secure the funding agreement for the award, the City must submit the following Readiness to Proceed items **no later than September 30, 2025**, by email only to WTBAdmin@nmfa.net.

SUBMISSION OF READINESS TO PROCEED ITEMS

This funding is conditional, and the City must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Verification of match in the amount of \$809,000;
3. Verification of approved plans/specification;
4. Verification that right-of-way, easements and permits have been secured;
5. Update Open Meetings Act resolution (7/10/2024);
6. All contingencies must be satisfied **no later than September 30, 2025**; and
7. Any additional information requested by the Water Trust Board or NMFA Board.

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this

notice. When all the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the City directly for closing arrangements.

Please contact me at WTBAdmin@nmfa.net or (505) 992-9688 if you have any questions regarding the RTP information.

Sincerely,

Sharon Romero

Sharon Romero
Lead Program Administrator

cc: Traci Alvarez, City of TorC, talvarez@torcnm.org
Glen Selover, Wilson & Co., Glen.Selover@wilsonco.com



RESOLUTION NO. 02 25/26

**AUTHORIZING ACCEPTANCE OF WATER TRUST BOARD (WTB) PROJECT NO. 6621-WPF
FUNDING OFFER; FLOOD PREVENTION PROJECT; CANTRELL DAM BREACH & WATERSHED
DRAINAGE FROM NEW MEXICO FINANCE AUTHORITY (NMFA)**

WHEREAS, the City Commission of the City of Truth or Consequences adopted Resolution No. 13 24/25 authorizing and approving submission of a completed application for financial assistance and project approval to The New Mexico Finance Authority Water Trust Board for **CANTRELL DAM BREACH & WATERSHED DRAINAGE Project**; and

WHEREAS, the New Mexico Finance Authority has recommended and approved the funding award; and

WHEREAS, the approved funding structure consists of a 10% loan in the amount of \$809,000, and a 90% grant in the amount of \$7,281,000 and;

WHEREAS, a 10% match is required as part of the funding structure.

NOW THEREFORE, BE IT RESOLVED THAT, the Governing Body of the City of Truth or Consequences, New Mexico, hereby accepts the NMFA WTB award of a 10% loan in the amount of \$809,000, and a 90% grant in the amount of \$7,281,000 and approves the required cash match in the amount of \$809,000; and approves that City Manager Gary Whitehead is hereby designated as the City's representative on behalf of the NMFA Water Trust Board Project No. 6621-WPF and is authorized as signatory authority and has designated the Assistant City Manager as signatory authority in his absence and shall work with staff to execute, sign and submit required documentation.

PASSED, APPROVED AND ADOPTED this 9th day of July, 2025

ATTEST:

Rolf Hechler, Mayor

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: F.3

SUBJECT: Resolution No. 03 25/26 South Central Council of Governments Annual Dues
DEPARTMENT: City Manager's Office
DATE SUBMITTED: July 1, 2025
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

FY 25-26 Resolution for the South-Central Council of Governments annual dues.

Recommendation:

Approval of Resolution.

Attachments:

- -
- Resolution No. 03 25-26

Fiscal Impact (Finance): Yes

\$2,187.00

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. 03 25/26 Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC agendas 7-9-25

RESOLUTION NO. 03 25/26

APPROVING PARTICIPATION IN THE PROGRAM OF THE
SOUTH CENTRAL COUNCIL OF GOVERNMENTS, INC.
FOR FISCAL YEAR 2025-2026

WHEREAS, City of Truth or Consequences (herein-after known as the "Member"), desires to be a participating member in the program and policy development for the South Central Council of Governments, Inc. (hereinafter known as "SCCOG"); and

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the SCCOG for the Member be entered into, wherewith the SCCOG is agreeing to furnish the following:

- A. Implement the work program as established by the SCCOG Board of Directors for the 2025-2026 Fiscal Year.
- B. Provide the Member, when requested, with technical, grant program planning, economic development, strategic overall planning and management assistance.
- C. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- D. Provide information dissemination about statewide regional and community initiatives to foster greater coordination and efficiency of the programs.

WHEREAS, it is necessary to set forth the sum to be paid by the Member to the SCCOG as annual dues, thereby placing the Member with voting powers on the SCCOG Board of Directors, with an agreement to furnish the following:

- A. To participate, through their designated representatives or alternate, in the SCCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the SCCOG Goals and Objectives, and the District Comprehensive Economic Development Strategy (CEDS).
- B. To pay to the SCCOG the sum of \$2,187.00 annual membership dues as payment of the aforementioned services for the period beginning July 1, 2025 and ending June 30, 2026.
- C. The Member hereby appoints Rolf Hechler, Mayor, as their designated representative and Amanda Forrester, mpt as alternate.

NOW THEREFORE, BE IT RESOLVED THAT the Member and the SCCOG hereby mutually agree to the aforementioned provisions of this Resolution and Agreement.

DONE this 9th day of July, 2025 at Truth or Consequences, New Mexico.

Attestation:

Member Government

Clerk, or other Authorized Official

Signature of Authorized Official

Attest :

South Central Council of Governments, Inc.

Jay Armijo, Executive Director

Chairman, Dr. Robert Coleman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: F.4

SUBJECT: Discussion/Action: Resolution No. 04 25/26 Authorizing Acceptance of Colonias Infrastructure Fund Project No. 6738-Cif Funding Offer; Wastewater Infrastructure; Municipal Ww Collection Per From New Mexico Finance Authority (NMFA)

DEPARTMENT: Community Development

DATE SUBMITTED: June 30, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Funds will be used for Municipal Wastewater Collection PER. The City Commission adopted Resolution No. 32 24/25 authorizing and approving the submission of a completed application on 2/26/2025. The city received an award letter June 30, 2025. The approved funding structure consists of a 10% loan in the amount of \$19,100, and a 90% grant in the amount of \$171,900. The loan component is a 10 Year term of with a net effective interest rate of .25%. A cash match is required in the amount of \$19,100. Loan and Cash match components may be paid from WA/WW bond funds. Submission of a Resolution accepting the full funding award offer and all readiness to proceed items as defined in the award letter are required before the loan/grant agreement can be processed.

Recommendation:

Approve Resolution 04 25/26 accepting the Funding offer

Attachments:

- Resolution 32 24/25
- 2025 Application Handout
- NMFA Award Letter
- Resolution 04 25/26

Fiscal Impact (Finance): Yes

10% loan in the amount of \$19,100.00, and a 90% grant in the amount of \$171,900.00 and cash match in the amount of \$19,100.00

Legal Review (City Attorney): Yes

[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 7-9-25



RESOLUTION NO. 32 24/25

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

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

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

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

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

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

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

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

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

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

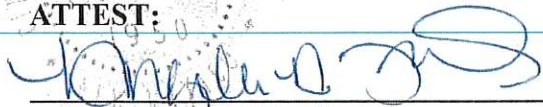
Section 5. This resolution shall take effect immediately upon its adoption.

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



Rolf Hechler, Mayor

ATTEST:



Angela Torres, City Clerk-Treasurer



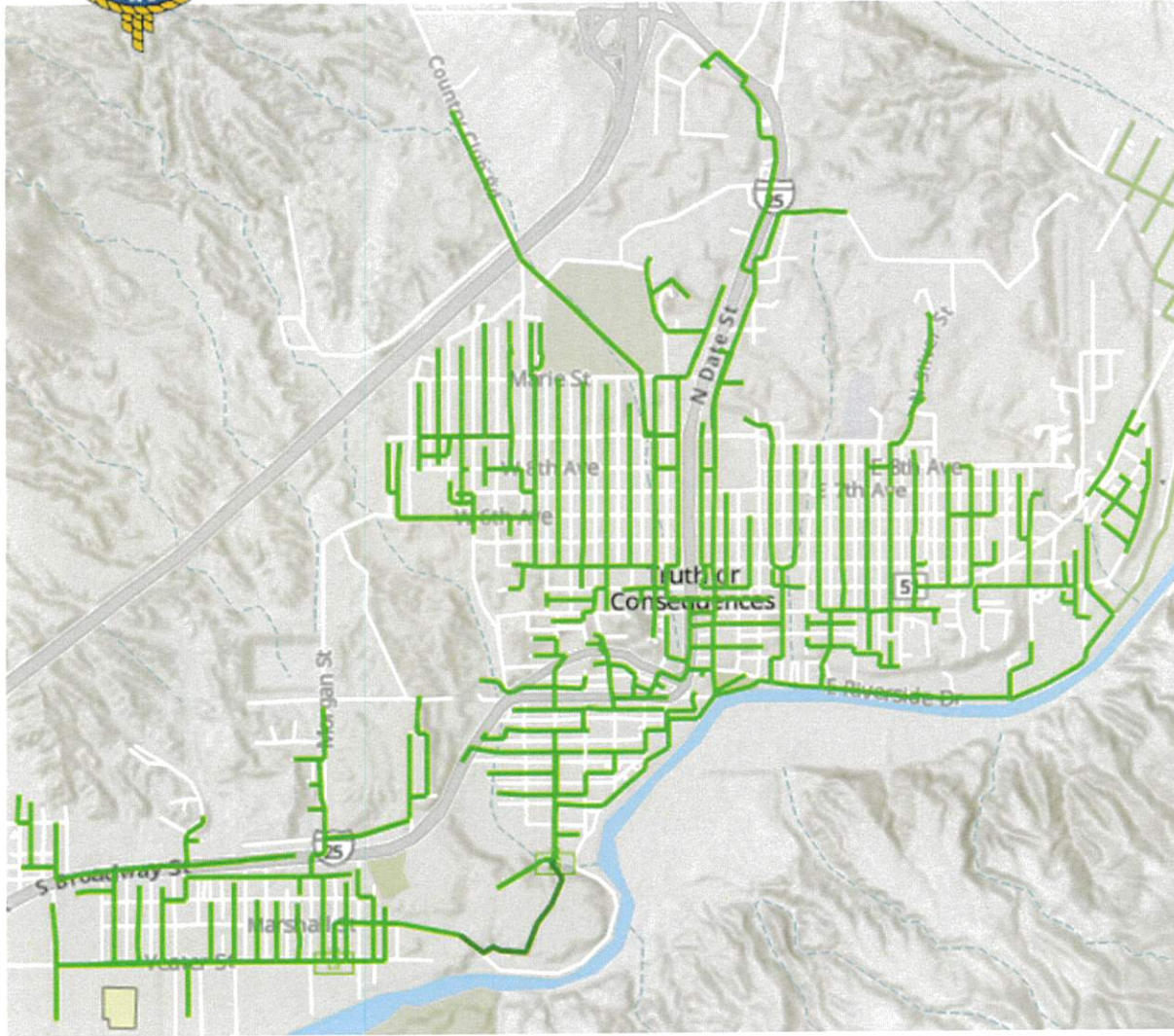


**TRUTH OR
CONSEQUENCES** NEW MEXICO

Wastewater Collection System PER

CIF Request: \$191,000;

Local Match: \$19,100



Service Area

- Includes entirety of the City's WW Service Area
- Approx. 61 Miles of sewer main lines
- Approx. 644 Manholes of various types and ages
- Three (3) Conveyance Types
 - Conventional Gravity Collection
 - Vacuum Collection
 - Force Main Transmission
- Four (4) Sewer Sheds with Pump Stations
 - N. Date
 - Mims
 - Clancy
 - Nickel

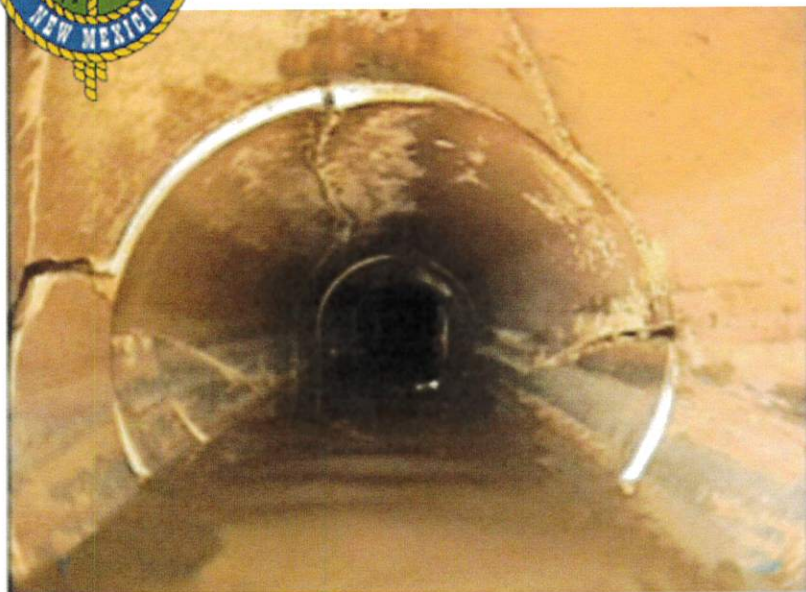


TRUTH OR NEW MEXICO
CONSEQUENCES

Wastewater Collection System PER

CIF Request: \$191,000;

Local Match: \$19,100



Project Needs

- Original components date back to 1970's
- 12% of components are in Poor Condition
- 37% of collection lines are made of vitrified clay
 - Rigid material easily susceptible to damage
 - Repairs are difficult, typically requiring replacement
 - High likelihood of leaks due to age
 - High probability of infiltration due to shallow water table

Wastewater Asset Management Plan:

- Over 41,000 feet of sewer main in Poor to Very Poor Condition
- Over 50% of Manholes needing rehabilitation





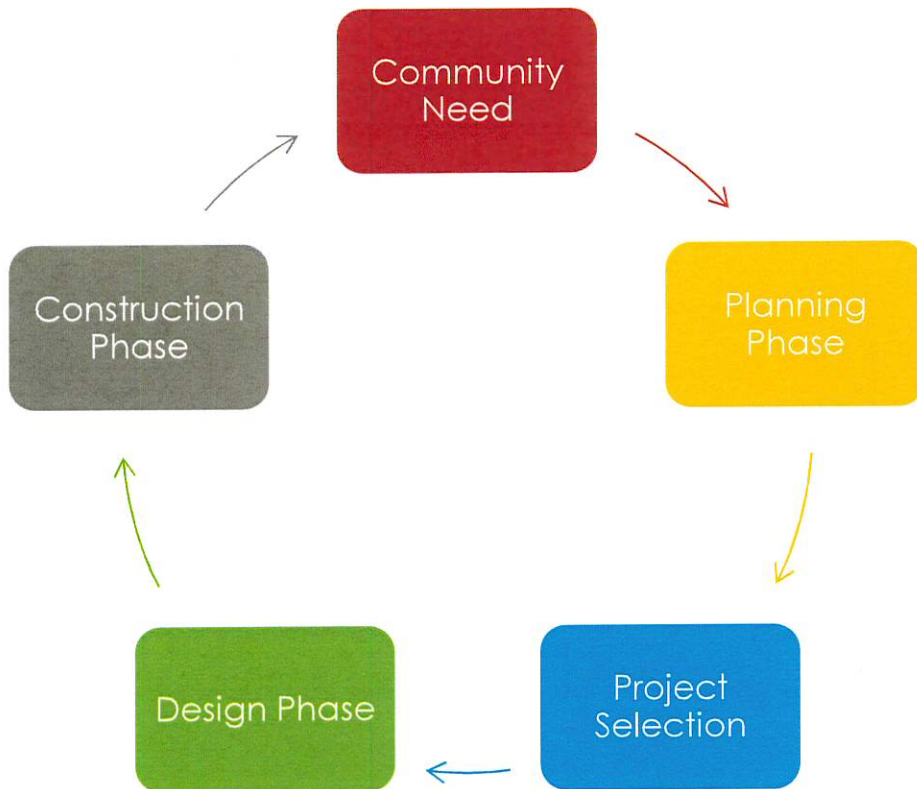
**TRUTH OR
CONSEQUENCES** NEW MEXICO

Wastewater Collection System PER

CIF Request: \$191,000;

Local Match: \$19,100

Project Life Cycle



Preliminary Engineering Report (PER)

- Assess the condition of the current wastewater collection system
- Identify system issues related to health, sanitation and security, aging infrastructure and growth limitations
- Evaluate alternatives that prioritize essential infrastructure upgrades
- Prepare a priority listing of proposed improvements
- Develop cost estimates and timelines for proposed improvement projects

Project Benefits

- Extend system useful life & reduce operations cost
- Address component failures and deficiencies
- Mitigate potential for leaks and contamination
- Prioritize improvement strategies for continued service



June 30, 2025

Via Email

City of Truth or Consequences
Attn: Mayor Rolf Hechler
505 Sims St.
Truth or Consequences, NM, 87901
rhechler@torcnm.org

RE: Colonias Infrastructure Project No. CIF-6738; Wastewater Infrastructure;
Municipal WW Collection system PER

Dear Mayor Hechler:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on June 26, 2025, to approve the final terms, structure, and conditions of Colonias Infrastructure Funding in the amount of \$191,000 to the City of Truth or Consequence ("City") for its Wastewater Infrastructure Project. This action is a result of the Colonias Infrastructure Board recommendations approved on May 15, 2025.

The approved funding structure consists of a 10% loan in the amount of \$19,100, and a 90% grant in the amount of \$171,900. The loan component is a 10-year term at a net effective interest rate of .25% (0% interest rate with an administrative fee component of ¼ of 1%). The loan and grant are to be used for the planning of a city-wide wastewater collection preliminary engineering report ("PER").

To secure the funding agreement for the award, the City must submit the following Readiness to Proceed items **no later than October 31, 2025**, by email only to Colonias@nmfa.net.

SUBMISSION OF READINESS TO PROCEED ITEMS

This funding is conditional, and the City must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Verification that right-of-way, easements, and permits have been secured; if applicable
3. Verification of match in the amount of \$19,100;
4. Updated Open Meetings Act resolution (7/10/2025);
5. All contingencies must be satisfied **no later than October 31, 2025**; and
6. Any additional information requested by the Colonias Infrastructure Board or the NMFA Board.

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the City directly for closing arrangements.

As part of the technical oversight of Colonias Infrastructure Funds, the City may be required to submit project documentation (design and construction plans, contracts, bids, etc.), for review and/or approval.

Please contact me at Colonias@nmfa.net or (505) 992-9688 if you have any questions regarding the RTP information.

Sincerely,

Sharon Romero

Sharon Romero
Lead Program Administrator

cc: Traci Alvarez, TorC, talvarez@torcnm.org
Jocelyn Holguin, TorC, jholgin@torcnm.org
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RESOLUTION NO. 04 25/26

AUTHORIZING ACCEPTANCE OF COLONIAS INFRASTRUCTURE FUND PROJECT NO. 6738-CIF FUNDING OFFER; WASTEWATER INFRASTRUCTURE; MUNICIPAL WW COLLECTION PER FROM NEW MEXICO FINANCE AUTHORITY (NMFA)

WHEREAS, the City Commission of the City of Truth or Consequences adopted Resolution No. 32 24/25 authorizing and approving submission of a completed application for financial assistance and project approval to The New Mexico Finance Authority Colonias Infrastructure Fund for **MUNICIPAL WW COLLECTION PER Project**; and

WHEREAS, the New Mexico Finance Authority has recommended and approved the funding award; and

WHEREAS, the approved funding structure consists of a 10% loan in the amount of \$19,100.00, and a 90% grant in the amount of \$171,900.00 and;

WHEREAS, a 10% match is required as part of the funding structure.

NOW THEREFORE, BE IT RESOLVED THAT, the Governing Body of the City of Truth or Consequences, New Mexico, hereby accepts the NMFA CIF award of a 10% loan in the amount of \$19,100.00, and a 90% grant in the amount of \$171,900.00 and approves the required cash match in the amount of \$19,100.00; and approves that City Manager Gary Whitehead is hereby designated as the City's representative on behalf of the NMFA Colonias Infrastructure Fund Project No. 6738-CIF and is authorized as signatory authority and has designated the Assistant City Manager as signatory authority in his absence and shall work with staff to execute, sign and submit required documentation.

PASSED, APPROVED AND ADOPTED this 9th day of June, 2025

ATTEST:

Rolf Hechler, Mayor

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: F.5

SUBJECT: Resolution No. 05 25/26 Declaring a disaster in the City of Truth or Consequences related to a natural tornado force wind event

DEPARTMENT: City Manager's Office

DATE SUBMITTED: July 3, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Resolution Declaring a disaster in the City of Truth or Consequences related to a microburst that occurred on Wednesday, July 2, 2025.

Recommendation:

Approval of Resolution No. 05 25/26

Attachments:

- Amended Resolution No. 05 25/26
- [Click here to enter text.](#)

***Fiscal Impact (Finance):* N/A**

[Click here to enter text.](#)

***Legal Review (City Attorney):* Yes**

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC Agendas 07/09/2025

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

**505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
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RESOLUTION No. 05 25/26

DECLARING A DISASTER IN THE CITY OF TRUTH OR CONSEQUENCES RELATED TO NATURAL TORNADO FORCE WIND EVENT.

WHEREAS, the City of Truth or Consequences Board of Commissioners met upon notice of the regularly scheduled meeting on July 9, 2025; and,

WHEREAS, NMSA 1978, Section 3-18-1, et seq. provides that Municipalities have the power to, “provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of its inhabitants”; and,

WHEREAS, the City of Truth or Consequences experienced a mini tornado in the evening hours between 5:30 and 7:00 PM July 2, 2025. The wind force knocked over electrical poles which were snapped in half or broken to pieces. Windstream service lines were also knocked out as part of the damage. The extent of some of the damage from the miniburst were estimated 6 poles, a roof blown off from a business from Date Street which tangled into the lines and landed on top of a residential home on Pershing Street. There was damage to City infrastructure, buildings and vehicles.

WHEREAS, all local and private resources available to mitigate and alleviate the effects of this disaster have been insufficient to meet the needs of the disaster, make needed repairs, and protect the public health and safety; and,

WHEREAS, Section 12-10-17, NMSA (1978), empowers the governing body to proclaim that a public disorder, disaster or emergency affects life or property within the municipality to such an event that a state of emergency exists.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Truth or Consequences by virtue of the authority by the All-Hazard Emergency Management Act NMSA 1978, 12-10-1, et seq. does hereby declare the City of Truth or Consequences was in a state of Emergency and Disaster from July 2nd 2025 at 5:30 PM to July 3rd, 2025 for the purpose of exercising necessary emergency powers, for expending local resources, and for requesting aid, assistance, relief programs, and funding that may be available from the State of New Mexico.

APPROVED, ADOPTED, AND PASSED on this 9th day of July, 2025.

Rolf Hechler, Mayor

ATTEST

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: F.6

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: July 3, 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.

Recommendation:

Approval of Ordinance No. 771 for Publication

Attachments:

- Ordinance No. 771

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agenda 7-9-2025

CHAPTER 3 ANIMALS¹

ARTICLE I. IN GENERAL PROVISIONS

SEC. 3-1. SHORT TITLE OF CHAPTER AND INTENT.

This ~~chapter~~ **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 annoyance and injury, ~~assist in providing housing for animals in a control center~~ **promote the health, safety, and welfare of the residents and animals, assist in providing control of animals, finance the functions of the licensing and recovery of such animals** ~~said animals, and assist in providing housing for animals in an Animal Shelter.~~

(Ord. No. 725, 2-9-22)

SEC. 3-2. ~~ADMINISTRATION OF CHAPTER.~~

~~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 Truth or Consequences Police Department and the Animal Control Officer.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-3. 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 leave ~~desert deliberately and/or to relinquish the supervision or care of~~ any animal unattended and with no provision of food, water or shelter for more than 24 hours ~~regardless of age or condition on one'sone's premises or to dump or leave off any animal on property other than one'sone's own without permission, regardless of age or condition.~~

Adoption means to take by choice and assume responsibility for proper care in accordance with this Chapter.

¹~~Editor's note(s) — Ord. No. 725, adopted Feb. 9, 2022, repealed the former ch. 3, §§ 3-1—3-8, 3-8.1—3-8.3, 3-9, 3-11, 3-26—3-34, 3-51—3-53, 3-71—3-73, 3-91—3-97, and enacted a new ch. 3 as set out herein. The former ch. 3 pertained to similar subject matter. See the Code Comparative Table for complete derivation.~~

~~State law reference(s) — Municipal authority to regulate animals, NMSA 1978, § 3-18-3.~~

Adequate food means access to and the provision of food that is appropriate to the species and of sufficient quantity and nutritive value to maintain each animal in good health, to include:

1. (1)——Easily accessible to each animal.
2. (2)——Prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal.
3. (3)——Provided in a clean and sanitary manner.
4. (4)——Placed so as to minimize contamination by excrement and pests.

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 provision of and access to shelter that is suitable for species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry.

Adequate space to prevent overcrowding means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down.

Adequate water means constant access to a supply of unfrozen, potable water, provided in a sanitary manner suitable for species, in sufficient amounts to maintain good health.

Alteration means to render an animal permanently sterile and incapable of reproduction.

Animal means any vertebrate member of the animal kingdom, excluding the human species, including but not limited to wild animals, domesticated animals, and livestock.

Animal ~~shelter~~ 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 recognized 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 ~~Chief~~ 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. (1)——Instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument;.
 2. (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 or trained to be 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.

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.

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 a dog or cat that is not a Hybrid.

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.

Continually means a duration that continues over a long period of time but with intervals and interruptions.

Crate means a device or structure designed for the temporary confinement of an Animal.

Custody means the possession, control over and responsibility for an Animal by a Person who may or may not be the Owner.

Dangerous dog means a dog that caused a serious injury to a person or domestic animal.

Domestic Livestock or **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.

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.

Emergency measures means ~~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.

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 animal found running at large or unattended beyond the boundaries of the premises of the owner.

Exotic animal means rare or different from ordinary domestic animals and not indigenous to the State of New Mexico, including skunks, llamas, birds of prey, wolf hybrids and the offspring or wild animals crossbred with domestic dogs and cats but not including parrots, toucans, or other tame and domesticated bird.

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.

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.

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.

~~**Immediate control** means direct physical control over an animal by the owner/responsible party by use of:~~

- ~~1. (1) A secure collar or harness and leash for a dog; or~~
- ~~1. (2) A secure leash in conjunction with a properly fitting harness for a cat or ferret; or~~
- ~~1. (3) A secure and appropriate portable animal crate or cage for any animal.~~

Household means one or more persons occupying the premises and living as a single housekeeping unit as distinguished from a group occupying a boarding house, lodging house or hotel.

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 for a dog; or
2. A secure leash 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's 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 or neutered.

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.

Commercial Kennel, ~~commercial~~ 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/or 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.

License means a City of Truth or Consequences Animal License.

License Tag means the tag supplied by the City of Truth or Consequences that contains the number of a City of Truth or Consequences Animal License.

Licensed veterinarian or veterinarian means a person with a Doctor of Veterinary Medicine degree, licensed to practice in the State of New Mexico.

Livestock means ~~horses, cattle, pigs, sheep, goats, fowl, 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.~~

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.

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/~~responsible party~~ 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 18 years of age ~~or older or the parent or guardian of a person under 18 years of age who~~ ~~who, for more than 14 days, owns, harbors, keeps, knowingly causes or knowingly allows an animal to be harbored or kept, has one~~ ~~an animal in his/her care, or permits an animal~~ has assumed ownership responsibility or who represents the owner, or has

allowed a stray animal to remain on or about the premises property owned, leased or controlled by him/her.

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.

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.

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 or domestic animal that is less severe than a serious injury;
or
2. Chasing or menacing a person or domestic animal 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 ~~and/or the~~ owned, leased, rented, or controlled by any person, legal or natural. Such parcel of land may include a structure(s) ~~thereon~~, 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 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 nuisance means where an animal owner fails to prevent its animal from urinating, defecating, disturbing the peace, emitting noxious odors or otherwise endangering or offending the well-being of the inhabitants of the City while:

1. (1)—Trespassing on school grounds, public or private property;
2. (2)—Being found running at large;
3. (3)—Damaging private or public property; or
4. (4)—Barking, whining, or howling in an excessive or continual fashion.

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 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 the animal, or an adult person placed in charge of the animal in the absence of incapacitation of the owner.

Restraint means any of the following:

- (1) ~~To be under the immediate control of a capable and competent person on a leash or lead;~~
or
- (2) ~~To be secured by a trolley system confining the animal within the owner's premises; or~~
- (3) ~~To be secured within an escape-proof enclosure within the owner's premises.~~

Running ~~Run at large~~ or ~~to run~~ **running at large** means an animal that is to be free of physical restraint beyond the boundaries of 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 an 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 height and strength that prevents any Animal, 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 Animals or people coming into contact with the restrained Animal. 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 Lcteridae (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 an 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.

~~**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.~~

~~**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. ~~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.

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 ~~bites or in any other manner attacks or attempts to attack any~~ kills or severely injures (so as to result in muscle tears or disfiguring lacerations, require multiple sutures, or corrective or cosmetic surgery) a person or domesticated animal, but it does not include an animal which bites, attacks or injures a person or animal within the City, except that any animal that bites, attacks, or attempts to attack any person which is unlawfully upon its owner's or keeper's premises ~~premise~~, or which is provoked to attack, shall not.

Wild animal means any animal or species that in its natural life is wild, dangerous or ferocious and though it may be ~~deemed a vicious animal~~ trained and domesticated, is yet considered by this Ordinance to be dangerous to others and has the potential to injure or kill a person or other animals. Those animals, however domesticated, shall include but are not limited to:

~~(Ord. No. 725, 2-9-22)~~

1. dog family (Canidae), all except domestic dogs, including wolves, foxes, and coyotes;
2. cat family (Felidae) all except the commonly accepted domesticated cats, including lions, pumas, panthers, mountain lions, bobcats and ocelots;
3. bears (Ursidae), including grizzly bears and brown bears;
4. weasels (Mustelidae) all except the commonly accepted domesticated ferrets, including the weasel, marten, mink, wolverine, badger, otter, ermine, and mongoose;
5. raccoon (Procyonidae), including eastern raccoon, desert raccoon and ring-tailed cat;
6. primates (Hominidae);
7. porcupines (Erethizontidae);
8. venomous snakes;
9. venomous lizards, alligators and crocodiles;
10. venomous fish and piranha.

~~ARTICLE II. ADMINISTRATION OF CHAPTER~~~~Cross reference(s) — Definitions and rules of construction generally, § 1-2.~~

SEC. 3-3. ANIMAL CONTROL OFFCERS

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)~~

SEC. 3-4. AUTHORITY OF ANIMAL CONTROL OFFICERS.

- (a) Animal Control Officers and 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.

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- (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.

SEC. 3-5. 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. 3-6. 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. 3-7. SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER.

- (a) Under unforeseen circumstances, a Police Officer, Animal Control Officer, or animal owner may require an animal to be placed in the care and custody of the Animal Shelter to ensure that the animal is properly cared for. In these situations, the safekeep of the animal at the expense of the owner shall only occur for a period of:
- Not more than ten (10) calendar days for a Medical Hold. After ten (10) calendar days the animal may become property of the Animal Shelter. A boarding fee established by resolution will be applied after 72-hours.
 - Not more than five (5) calendar days for an Incarceration Hold. After five (5) calendar days the animal may become property of the Animal Shelter. A boarding fee established by resolution will be applied after 72-hours.
- (b) The owner shall be responsible for contacting a designated person or organization to pick up the animal from the Animal Shelter and the owner shall provide written authorization to the Animal Shelter as to the responsible person or organization taking custody of the animal.
- (c) After the safekeep period has expired, the animal is no longer classified as a safekeep and the animal shall be considered abandoned and become property of the City unless the owner or designated party notifies the City in writing of a date and time the animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No animal shall be released from the Animal Shelter until all fees are paid in full. Owners who knowingly abandon or fail to arrange for pickup of their animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.

(Ord. No. 725, 2-9-22)

SEC. 3-8. 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)—NMSA 1978, § 30-18-1.1 (1996 through 1st Sess 50th Legis)

SEC. 3-9. 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 shall return 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 shall hold a hearing to determine the disposition of the animal.
- (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 15 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 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) Upon conviction, the court shall place the animal with an Animal Shelter or animal welfare organization for placement or for humane destruction.
- (h) 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)

SEC. 3-10. 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. Unexpended security funds shall be returned to the owner.
- (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)—NMSA 1978, § 30-18-1.3 (1996 through 1st Sess 50th Legis)

SEC. 3-11. 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 6 months to be spayed/neutered. Therefore, no animal cat or dog shall be released from the Animal Shelter to an adopting person unless it has been spayed/neutered or 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)

SEC. 3-12.- QUALIFIED SERVICE ANIMALS.

- (a) ~~(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) ~~(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. 3-13 – 3-28. RESERVED.

ARTICLE III. PENALTIES

~~(Ord. No. 725, 2-9-22)~~

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, upon conviction of violating the Ordinance, shall be punished by a minimum of fine \$100.00 and not exceeding \$500.00 and/or imprisonment for a period not exceeding six (6) months. 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. Fine penalties imposed pursuant to this Article shall not be suspended or deferred or taken under advisement by 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 animal damages property, whether public or private, or causes injury to any person or animal, 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 animal of which he is not the owner for more than 24 hours without first reporting the possession of such animal to the 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.
- (b) It is unlawful for any person taking up an animal 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 animal to the Animal Control Officer upon demand thereof.
- (c) If an estray animal is wearing a license or other identification, it shall be confined for a period of 72-hours and an attempt to locate and notify the owner shall be made.
- (d) If an estray animal is not wearing a license or other identification, the animal shall be confined for a 72-hour period at the Animal Shelter.

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- (e) If a person claims and provides proof of ownership of an estray animal 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) The Animal Shelter may dispose of unclaimed estray animals 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.
 - (h) An animal which continues to be an alleged nuisance may be impounded by the Animal Control Officer until such time as a judgment is made by a court of proper jurisdiction.
 - (i) Prior to adoption or redemption, each 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:
 - a. 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.
 - b. Impound Boarding Fee as set by resolution.
 - c. A Non-Sterilization Deposit fee set by resolution will be added to the impound fee and impound boarding fee for all intact animals. This fee will be refunded to owner's who provide proof of sterilization to the Animal Shelter within thirty (30) days.
 - d. 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 an animal 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.

It is the duty of the Animal Control Officer to take up and impound in the Animal Shelter any stray or any animal kept or maintained contrary to this chapter, including any animal that is allegedly creating a public nuisance.

(Ord. No. 725, 2-9-22)

State law reference(s)—Municipal authority to impound and dispose of animals running at large, NMSA 1978, § 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 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 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 any dangerous or incurable disease 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.

SECS. 3-53 – 3-67. RESERVED.

ARTICLE V. OWNER'S DUTIES

SEC. 3-68. VACCINATIONS.

- (a) It is the duty of all persons owning or keeping a cat or a dog or any member of the canine family 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 three years 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 dog, cat, or any other members of the canine or feline family 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 adopt a dog to have such dog vaccinated against rabies, distemper complex, and parvo virus within 48 hours of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies and feline distemper complex within 48 hours of adoption.
- (e) Each animal cited as a violation under this section is considered a separate offense. Upon a first conviction the offender shall be fined \$100.00. Upon a second conviction of an offense under this section, an offender shall be fined \$250.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Upon a third or subsequent conviction of an offense under this section, an offender shall be fined \$500.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

SEC. 3-69. LICENSE REQUIRED.

- (a) Any person owning, possessing or harboring any dog or cat three months of age or over shall obtain a license for each animal. Application for such 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 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 subsection (d) of this section, a license certificate and tag for each animal shall be issued. If the 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 whichever is greater.
- (b) A current license tag shall be affixed to the licensed dog or cat at all times in a reasonable manner, unless the licensed dog or cat is being kept in an approved kennel, veterinary hospital, is appearing in an approved show, or is being trained. Provided that the person that is training the dog shall have in his personal possession the valid license tag for each dog or cat and shall immediately display such upon request of the Animal Control Officer or a regular law enforcement officer.
- (c) Animals belonging to nonresidents who do not keep said animals within the corporate limits of the city for 30 consecutive days shall be exempt from this section, provided, however, that all other provisions of this division be complied with.
- (d) The annual license fee shall be set by resolution for each neutered or spayed dog or cat. The annual license fee shall be set by resolution for each unneutered or un-spayed dog or cat. No fee shall be charged for the licensure of qualified service animals who are trained to lead partially or totally blind persons, aid hearing impaired persons or assist mobility impaired persons. A fee shall be charged for each dog or cat 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 animal, due to the animal's age or condition.

- (e) Within five business days upon change of ownership of any dog or cat, the new owner shall apply for a new license with their personal identifying information.

(Ord. No. 725, 2-9-22)

State law reference(s)—Municipal authority to require licensing of dogs, NMSA 1978, § 77-1-15.1.

SEC. 3-70. RESTRAINT OF ANIMALS.

- (a) A person owning or having charge, custody, or care over an animal shall keep the animal under humane physical restraint at all times.
- (b) 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 immediate control or enclosure, shall be considered by the Animal Control Officer to be unrestrained. This shall not apply to livestock animals being properly used for work purposes.
- (c) 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.
- a. 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.
- b. A person owning or having care, custody, or control over an animal 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.
- c. Voice commands are not an acceptable form of restraint.
- d. Electronic Leashes are not an acceptable form of restraint.

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- e. Invisible fences are not an acceptable form of restraint.
- (d) A person owning or having care, custody, or control over an animal off of his or her premises shall keep the animal under immediate control.
- a. 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 six feet in length while the animal is in and around the inhabitants of the city.
- b. 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.
- c. 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.
- d. Voice commands are not an acceptable form of restraint.
- e. Electronic Leashes are not an acceptable form of restraint.
- (e) A person owning or having care, custody, or control over an animal shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.
- a. 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.
- b. 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 shall be regarded by the Animal Control Officer as a civil matter.
- (f) An owner, manager, agent, or governing board of any multiple dwelling units, including mobile home parks and gated communities, shall not 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.
- (g) Exceptions:
- a. 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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- (h) Each animal cited as a violation under this section is considered a separate offense. Each animal cited as a violation under this section is considered a separate offense. Upon a first conviction the offender shall be fined \$100.00. Upon a second conviction of an offense under this section, an offender shall be fined \$250.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Upon a third or subsequent conviction of an offense under this section, an offender shall be fined \$500.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

(Ord. No. 725, 2-9-22)

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)

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 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 1978, § 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 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 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)

SEC. 3-74. COMPANION PET MICROCHIP REQUIRED.

- (a) All residents of Truth or Consequences who own companion animals shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the Truth or Consequences Animal Shelter for each companion animal they own that is over the age of three months.
- (b) Any person who lives in Truth or Consequences who owns a companion animal that has been impounded by an Animal Control Officer shall obtain a Companion Pet Microchip.

SECS. 3-75 – 3-88. RESERVED.

ARTICLE VI. PROHIBITED ACTS

SEC. 3-89. ANIMALS RUNNING AT LARGE.

- (a) It is unlawful for any person to allow or permit any 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 shall 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. Upon a first conviction the offender shall be fined \$100.00. Upon a second conviction of an offense under this section, an offender shall be fined \$250.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Upon a third or subsequent conviction of an offense under this section, an offender shall be fined \$500.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

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. Each animal cited as a violation under this section is considered a separate offense. Upon a first conviction the offender shall be fined \$100.00. Upon a second conviction of an offense under this section, an offender shall be fined \$250.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Upon a third or subsequent conviction of an offense under this section, an offender shall be fined \$500.00 and may be sentenced to imprisonment of up to 90 days at the discretion of the court. Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

SEC. 3-91. ANIMALS DISTURBING THE PEACE.

- (a) It is unlawful for a person owning or having the care, custody or control of an animal 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. It shall be a violation of this section if the howling, barking or noise is frequent or long continued; is audible beyond the property line of the premises on which the animal is located.
- (b) It is unlawful for a person owning or having the care, custody or control of an animal to keep or maintain on his premises any animal in such a manner as to disturb others by noxious or offensive odors, or otherwise endanger the health, safety, and welfare of the inhabitants of the City.

(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.

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- (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.

SEC. 3-93. UNLAWFUL USE OF LICENSE TAG.

It is unlawful for any person to remove any 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 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 or this Chapter.

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 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.

(Ord. No. 725, 2-9-22)

SEC. 3-96. FALSE REPORTING.

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.

SECS. 3-97 – 3-107. RESERVED.

ARTICLE VII. ~~3-5.~~ CRUELTY TO ANIMALS PROHIBITED.

(a) — ~~Physical abuse.~~ SEC. 3-108. PHYSICAL ABUSE.

It is unlawful for any person to willfully or maliciously kill, ~~beat, sexually abuse,~~ maim, ~~poison,~~ disfigure, ~~torture, beat with a stick, chain, club, or other object, mutilate, burn,~~ or scald any animal; ~~or to attempt to kill or poison any animal that is not a wild animal,~~ except that reasonable force 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) — ~~Work cruelty.~~ 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.~~

~~(c) — Animal in a vehicle. It shall be unlawful for any owner/responsible party to place or confine an animal in a motor vehicle without allowing cross-ventilation and under no circumstance shall a person confine any animal in any parked, closed vehicle on any public way or private street for any amount of time that would endanger, or create an adverse condition placing at risk the health or well-being of such animal due to temperature, lack of food or potable water or such other conditions as may be reasonably expected that may cause suffering, disability or death. Any animal control or law enforcement officer observing an animal kept in violation of this section may take emergency measures, as defined by the definitions of this article and impound the animal. In addition to all other defenses and immunities provided by law, any such officer taking emergency measures for the purpose of this section shall be immune from suit or liability, criminal or civil, caused by or arising from the emergency measures taken.~~

(d) — Care and maintenance. SEC. 3-110. CARE AND MAINTENANCE.

It is unlawful for any ~~person~~**owner of an animal** to fail, refuse, or neglect to provide ~~any animal~~ in his charge or custody, as ~~owner or otherwise,~~**said animal** with:

(1) — Adequate food.

(2) — Adequate water.

(3) — Adequate ~~proper and adequate~~ food, drink, shade., shelter.

(4) — Adequate shade.

(5) — Adequate space.

(e) — [Unattended animals.] No **and ventilation. Any animal habitually kept outside** shall be left unattended for more than 24 hours.

(a) (f) — [Grooming.] No **provided, by its** owner or responsible party shall fail to provide necessary grooming of the coat in order to prevent matting, skin irritation, distress or pain, trapping of fecal matter, and loss of the ability to protect the animal from adverse, **with a structurally sound,** weather conditions. An animal shall not be so dirty that it becomes matted as to provide a home for parasites and insects. No animal shall be allowed to have a foreign object embedded in its hide, fur or skin other than a microchip or a medical device implanted by a licensed veterinarian **-proof enclosure large enough to accommodate the animal in a manner suitable for that species, or other shelters suitable to the species.**

(g) — Veterinary care. It is unlawful for a person to have, keep or harbor an animal which is seriously sick or injured, including suffering from starvation, or severe thirst without providing proper veterinary care. An animal shall be afforded immediate veterinary care if it is known or suspected to be ill or injured. No person shall perform procedures such as ear cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's well-being. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

(h) — Abandonment. It shall be unlawful for any person being the owner/responsible party of a dog, cat, or other domesticated animal or pet to abandon such animal. Abandonment includes dumping of an animal from a moving or stationary motor vehicle. This section shall not apply to voluntary relinquishments to an animal rescue organization, animal control center, animal control officer, licensed veterinarian, or another person.

(i) — Poisoning. Intentionally or knowingly poison or attempts to poison any domestic animal. For purposes of this section, "poison" or "attempt to poison" includes the act of placing food, water, or lure of another sort which contains poison or contains health threatening foreign objects, such as glass or metal, in a location where any animal may be attracted.

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- (b) (j) ~~Uncared for animals.~~ An owner must keep the premises where an animal is kept free of garbage, hazardous materials, feces, insect infestation, and other debris which may endanger the animal's health and safety.
 - (c) An owner must provide basic medical care and basic grooming to all animals in which they have ownership or custody.
 - (d) Violations of this Section of the Chapter are punishable by fines and/or imprisonment as set forth in Section 3-29.

SEC. 3-111. UNCARED FOR ANIMALS.

- (a) ~~Whenever the animal control officer, Code Enforcement Officer, or designated representative~~ **An Animal Control Officer** finds that any animal is or will be without proper care because of injury, illness, ~~and/or incarceration, or other involuntary~~ **as a result of the absence of the owner or responsible party for 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 ~~care~~ **event of such animal, sickness or injury of the Animal Control Officer shall make arrangements for animal, upon the care of** instruction of a licensed veterinarian, the ~~animal~~ **Animal Control Officer** may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal.
- (b) (k) ~~Injury by motorists.~~ 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 animal, 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 animal to a veterinary hospital or the Animal Shelter and notifying the Police. ~~Such animal shall be deemed an uncared for animal within the meaning of subsection (j) of this section. Emergency vehicles are excluded from this provision.~~
- (b) (l) ~~Hobbling livestock.~~ Such animal shall 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 is shall be unlawful for any person to ~~hobble livestock~~ intentionally, knowingly, or ~~other animals~~ 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 eighty degrees Fahrenheit (80°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.
 - a. 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 ~~any whatever means which may cause injury or damage to any animal~~ 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) ~~(m) — Keeping of diseased animals.~~ 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 ~~infected~~ afflicted with any ~~dangerous~~ 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 ~~article~~ Chapter. All such animals impounded may be destroyed humanely as soon ~~thereafter~~ as is ~~conveniently possible~~ practicable. In the case of destruction of such animal, the Animal Control Officer ~~for designee~~ shall not be required to give any of the ~~aforsaid~~ notices provided in this ~~article~~ Ordinance. This ~~section~~ Section shall not be construed to include ~~veterinary hospitals or animals under active~~ receiving veterinary care.

~~(n) — Fights.~~ 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, fight, or combat between one or more animals or between animals and humans~~ in which one or more animals are engaged for the purpose of ~~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.

~~(o) — Fowl; impounding; crating.~~ **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 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.

~~(p) — Tormenting.~~ **SEC. 3-117. MOLESTING OR TORMENTING ANIMALS.**

It shall be ~~is~~ unlawful for any person to willfully torment, tease, annoy, disturb or molest any ~~and all animals~~ animal, by any means, ~~such as~~ including but not limited to, throwing rocks, yelling, or giving chase in any manner. ~~No person shall purposely cause a dog to bark unnecessarily or annoy such animal to, which is on the point~~ property of its owner, or under the animal will attempt to attack a person or other animal ~~control~~ of its owner.

~~(q) — Songbirds, killing and robbing of nest prohibited.~~ **3-118. SONGBIRDS.**

It is unlawful for any person to willfully kill any songbird, or to molest or rob the nest of such bird.

~~(Ord. No. 725, 2-9-22)~~

State law reference(s) — Cruelty to animals, NMSA 1978, § 30-18-1.

SEC. 3-6. SALE ~~119. HOBBLING ANIMALS AND LIVESTOCK.~~

~~(a) (a) — Use of public property. 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 during an adoption event.~~

~~(a) (b) — Rabbits or fowl. 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.~~

~~(a) (c) — Premiums and novelties. No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.~~

~~(d) — Turtles. No person shall offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.~~

~~(e) — Sale of un-weaned~~ No person shall hobble livestock or other animals by any means which may cause injury or harm to the animal.

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.

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- (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, 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:
- a. 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.

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- b. 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.
 - c. 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.
 - d. 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)

~~animals. A person shall not sell, offer for sale, transfer, or adopt a dog, cat, or 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.~~

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 or domestic animal that is less severe than a serious injury; or
2. Chasing or menacing a person or domestic animal 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.

SEC. 3-140. DANGEROUS DOGS.

A dog shall be deemed dangerous if it causes serious injury to a person or domestic animal.

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.

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- (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:
- a. 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
 - b. The Animal Control Officer may, within 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.
- (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.

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:
- a. The owner is able to keep the dog under control at all times; and
 - b. A license, if applicable, has been issued pursuant to the requirements of the City;
and
 - c. The dog has a current rabies vaccination; and
 - d. The owner has a proper enclosure to the dog; and
 - e. The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and
 - f. The dog has been spayed or neutered; and
 - g. The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and
 - h. The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Control Officer.

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- (b) If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for 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 shall 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:
- a. The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and
 - b. The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and
 - c. The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
 - d. 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
 - e. 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
 - f. A clearly visible warning sign with a conspicuous warning symbol indicate 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.

**SEC. 3-143. DANGEROUS AND POTENTIALLY DANGEROUS DOGS – ~~SEC. 3-~~
~~7. WILD ANIMALS PROHIBITED ACTS.~~**

- (a) It is unlawful for an owner of a dangerous or potentially dangerous dog to:
- a. Keep the dog without a valid certificate of registration; or
 - b. Violate the registration and handling requirements for the dog; or
 - c. 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 or a domestic animal;
 - d. Fail to notify the animal control authority of the dog's death within five business days; or
 - e. 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

- f. 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
- g. Fail to comply with special handling or case requirements for the dog that a court has ordered.

(a) — 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 shall be sentenced a minimum fine of \$250.00 not to exceed \$500.00 or 90 days imprisonment or both fines and imprisonment. Fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.
- (b) The court may order the owner to relinquish the dog to the Animal Shelter for humane destruction.

ARTICLE XI. WILD OR EXOTIC ANIMALS; GUARD DOGS

SEC. 3-145. WILD ANIMALS PROHIBITED.

- (a) No person shall keep an animal of a species prohibited or protected by Title 50 of the Code of Federal Regulations or by the appropriate state regulations or statutes.
- (b) ~~(b)~~—No person shall keep any animal which is wild, fierce, dangerous, noxious, or naturally inclined to do harm 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 3-8146. 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.
- (c) ~~(c)~~—~~Wild animals prohibited.~~ "Wild animal" means any animal of a species that in its natural life is wild, dangerous, or ferocious and though it may be trained and domesticated ~~will remain~~, **is yet considered by this Ordinance to be** dangerous to others and ~~may~~ **has the potential to** injure or kill a ~~citizen in the City~~ **person or other animals**. Those animals, however domesticated, shall include but are not limited to:
 - a. (1) ~~Dog~~ **dog** family (Canidae). ~~All~~, **all** except ~~domesticated~~ **domestic** dogs, including ~~wolf, fox, coyote, dingo, etc.~~ **wolves, foxes, and coyotes**;
 - b. (2) ~~Cat~~ **cat** family (Felidae). ~~All~~ **all** except the commonly accepted domesticated cats, including lions, pumas, panthers, mountain lions, ~~wild cats, etc.~~ **bobcats and ocelots**;
 - c. (3) ~~Bears~~ **bears** (Ursidae). ~~All bears~~, **including** grizzly bears, **and** brown bears, ~~black bears, etc.~~;

- d. (4) ~~Weasels~~weasels (Mustelidae). ~~All,~~ all except the commonly accepted domesticated ferrets, including ~~weasels, martins~~the weasel, marten, mink, wolverine, ferrets, badgers, ~~otters~~badger, otter, ermine, and mongoose, ~~etc.~~;
- e. (5) ~~Porcupine~~raccoon (Procyonidae), including eastern raccoon, desert raccoon and ring-tailed cat;
- f. primates (Hominidae);
- g. ~~porcupines~~ (Erethizontidae);
- h. (6) ~~Venomous~~venomous snakes;
- i. (7) ~~Venomous~~venomous lizards, alligators, and crocodiles;
- j. venomous fish and piranha.

(Ord. No. 725, 2-9-22)

State law reference(s)—Sale, purchase, trade and possession of certain animals regulated, NMSA 1978, § 77-18-1.

SEC. 3-8-~~146~~. LICENSING WILD ANIMALS.

- (a) ~~(a)~~—Any person owning a wild animal covered by this section at the time of enactment of this Chapter may license such animal in accordance with law. A fee set by resolution shall be charged for such licensing through the City.
- (b) ~~(b)~~—For the purpose of humanely trapping wild animals such as skunks and domesticated dogs or cats which may be a menace to the public, the Animal Control Officer may maintain such traps as are constructed for the purpose of trapping a live animal without serious risk of injury to the trapped animal and which may be placed on private property at the request of the owner thereof. Traps shall be baited only inside the trap and shall be checked not less than twice a day by the Animal Control Officer or the property owner requesting the placement of such traps. All such trapping shall be in conformity with state law.

(Ord. No. 725, 2-9-22)

SEC. 3-8-~~1~~.~~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 follow the restrictions set forth in Section 3-148, in addition to all other applicable provisions of this Chapter:

1. 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.
2. If chained, the animal must be located within 10 feet of the entrance of the building to be guarded and chained in such manner as set forth in Section 3-70.
3. The owner of the guard dog shall post warning signs prominently on all sides of the premises and on the entryway to the premises, stating that a guard dog is on the premises.

ARTICLE XII. PERMITTED PREMISES, REGULATIONS, LICENSES AND FEES

SEC. 3-145. MULTI-ANIMAL SITE PERMIT AND KENNEL PERMIT.

- (a) (a) — It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit.
- (b) (b) — If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of animals, said business shall apply for a kennel permit.
- (c) (c) — Animals belonging to visitors who are located within city limits and who stay in a household or lodging establishment longer than 30 days in a calendar year shall be included in the calculation of total animals for said location and the owner of the animal shall be required to comply with all applicable sections contained in this chapter.
- (d) (d) — No person shall keep or operate a residential or commercial multi-animal site without a permit issued by the city. All business applicants must have a valid business license issued through the city at the time of application.
- (e) (e) — Veterinary hospitals or clinics shall be exempt from the kennel permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of animals.
- (f) (f) — Any person who operates or proposes to operate a residential or commercial multi-animal site shall file an application for a permit with the ~~police department~~ **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.
- (g) (g) — Upon receipt of payment, the ~~police department~~ **City Clerk's Office** shall forward the application to the Planning and Zoning Department. 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.
- (h) (h) — An onsite visit of the premises shall occur by the animal control and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.
- (i) (i) — All animals listed on the application three months of age or over **for a multi-animal site permit** must be vaccinated for rabies and possess a city animal license tag.
- (j) (j) — **All animals listed on the application three months of age or over for a multi-animal site permit must be microchipped.**
- (k) 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 the animal control and designated zoning official or administrator. Renewals are not required to go before the Planning & Zoning Board and can be approved the animal control and designated zoning official or administrator. However, the animal control and designated zoning official or administrator can request that an application renewal go before the Planning & Zoning Board if deemed necessary.

- (l) ~~(k)~~—There shall not be more than seven animals in any combination thereof for multi-animal residential or commercial site permits. The maximum animal occupancy for kennel permits shall be determined based upon the recommendation of the animal control officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.
- (m) ~~(l)~~—An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
- (n) ~~(m)~~—Multi-animal site and kennel permit holders shall allow the animal control officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.
- (o) ~~(n)~~—A multi-animal site permit or kennel permit may be revoked when, in the opinion of the designated zoning official or administrator or animal control officer, any one or more the following conditions exist:
 - a. ~~(1)~~—The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.
 - b. ~~(2)~~—The number of animals exceeds the number allowed under the permit.
 - c. ~~(3)~~—Any other violation listed under this chapter or sections.
- (p) ~~(o)~~—In cases where a multi-animal site permit or kennel permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and upheld the initial revocation.
- (q) ~~(p)~~—If a multi-animal site permit or kennel permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.

(Ord. No. 725, 2-9-22)

SEC. 3-8.2. STERILIZATION AGREEMENT/DEPOSIT FOR SPAYING AND NEUTERING OF DOGS AND CATS.

~~(a) — It is the intent of the City for all dogs and cats over the age of 6 months to be spayed/neutered. Therefore no animal cat or dog shall be released from the animal shelter to an adopting person unless it has been spayed/neutered or a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.~~

~~(a) (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.~~

~~(a) (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) — NMSA § 77-1-20 (2019); History: Laws 1993, ch. 43, § 3

SEC. 3-8.3. FEMALE DOGS OR CATS IN ESTRUS (HEAT) TO BE CONFINED.

~~It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed 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 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 Title.~~

~~(Ord. No. 725, 2-9-22)~~

146. INTACT COMPANION~~SEC. 3-9. ENFORCEMENT AND INTERFERENCE WITH ENFORCEMENT.~~

(a) — The civil and criminal provisions of this chapter shall be enforced by those persons or agencies designated by the City Manager.

~~(a) (b) — It shall be a violation of this chapter for any person to interfere, hinder or molest any Animal Control Officer or Police Officer in the performance of their duties.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-10. RESERVED.~~

~~SEC. 3-11. PENALTY FOR VIOLATION OF CHAPTER.~~

~~(a) Any person who violates any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with section 1-10, with each conviction carrying a mandatory minimum fine of \$100.00.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-12. DECEASED ANIMAL DISPOSAL REQUIREMENTS~~**PERMITS.**

~~(a) (a) — Owner responsibility. 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.~~

~~(a) (1) — An animal carcass may be disposed of in one of the following ways:~~

a. — Burial of the animal carcass on the owners land under the following conditions:

~~i. • — The bottom of the burial pit must be at least three feet above the water table.~~

~~i. • — If possible, choose a site where the soil is heavier and less permeable.~~

~~i. • — Flat areas are best. Avoid areas sloping toward water or arroyos.~~

~~i. • — Ensure the pit is sized to allow soil to cover mortalities to a depth of at least three feet.~~

~~a. b. — 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.~~

~~a. (b) — Removal. 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. (1) — 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.~~

~~i. (2) — Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.~~

(c) — Removal fee. The Animal Control Officer 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. (1) — The fee amount shall be established by resolution; or~~

~~i. (2) — 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. a. — This fee schedule is based on the weight of the carcass.~~

~~(Ord. No. 725, 2-9-22)~~

(a) Owners of dogs and cats over the age of six (6) months that have not been Altered shall obtain an Intact Companion Animal Permit for those Animals.

(b) If an Intact Companion Animal Permit holder wants to breed an Intact Companion Animal or if a female Intact Companion Animal has been impregnated, the holder of the Intact Companion Animal Permit must obtain a Companion Animal Litter Permit prior to the birth of the Litter.

All Intact Companion Animals shall be microchipped and licensed with the City before an Intact Companion Animal Permit is~~SECS. 3-13 — 3-25. RESERVED.~~

~~ARTICLE II. CONTROL~~

~~DIVISION 1. GENERALLY~~

~~SEC. 3-26. AUTHORITY OF ANIMAL CONTROL OFFICERS.~~

(a) — The office of animal control officer is hereby created. The chief of police will assign that duty as needed. The animal control officer shall be charged with all duties pertaining to the enforcement of ordinances regulating or controlling animals and fowl within the corporate limits of the city or in areas of other areas of jurisdiction as specified in agreements with other entities.

(b) — An Animal Control Officer shall wear a uniform and shall wear a badge identifying such officer as an animal control officer.

(c) — It shall be the duty of the animal control officer to take up and impound any animal or fowl authorized to be impounded by this Code or by other ordinances within the specified agreements with other entities.

(d) — It shall be the duty of the animal control officer to investigate all reported violations of animal control ordinances and to attempt, when appropriate, to solve such problems through conferences and issuance of citations or complaints filed with the appropriate court.

~~(Ord. No. 725, 2-9-22)~~

~~State law reference(s) — Municipal authority to designate animal control officer, NMSA 1978, § 77-1-15.1B.~~

~~**SEC. 3-27. 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. 3-28. 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. 3-29. IMPOUNDMENT.**~~

~~It is the duty of the Animal Control Officer to take up and impound in the Animal Shelter any stray or any animal kept or maintained contrary to this chapter, including any animal that is allegedly creating a public nuisance.~~

~~(Ord. No. 725, 2-9-22)~~

~~State law reference(s) — Municipal authority to impound and dispose of animals running at large, NMSA 1978, § 3-18-3A(3).~~

~~**SEC. 3-30. IMPOUNDING ESTRAYS; RECORDS; REDEMPTION FEES; NOTICE.**~~

~~(a) — No person shall, without the knowledge or consent of the owner, hold or retain possession of any animal of which he is not the owner for more than 24 hours without first reporting the possession of such animal to the 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.~~

~~(a) (b) — It is unlawful for any person taking up an animal 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 animal to the Animal Control Officer upon demand thereof.~~

~~(c) — If an estray animal is wearing a license or other identification, it shall be returned to the owner and a citation may be issued. If an estray animal is not wearing a license or other identification, the animal shall be confined for a 72-hour period at the Animal Shelter. The Animal Shelter may dispose of estray animals impounded under this section according to their policies and procedures the day after the required impoundment period.~~

~~(a)-(d) — No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale.~~

(e) — An animal which continues to be an alleged nuisance may be impounded by the Animal Control Officer until such time as a judgment is made by the Municipal Court.

(f) — Animals confined/impounded to the Animal Shelter may be released to the rightful owner or designee after all applicable fees have been paid. Owner shall bear the cost of any expenditures while animal is confined including veterinary services.

(g) — Reserved.

(h) — Fines for violations of this article shall be in accordance with the provisions of section 1-10.

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-31. RESTRAINT OF ANIMALS.~~

~~(a) (a) — Physical restraint. A person owning or having charge, custody, or care over an animal shall keep the animal under humane physical restraint at all times.~~

~~(a) (b) — Dragging; hobbling. 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 immediate control or enclosure, shall be considered by the animal control officer to be unrestrained. This shall not apply to livestock animals being properly used for work purposes.~~

(c) — Owner's premises. 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 or by immediate control.

~~a. (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.~~

~~a. (2) — A person owning or having care, custody, or control over an animal on his or her premises may use a tether as a means of restraint only if:~~

~~i. a. — The tethered animal has access to adequate food, water, shade and shelter.~~

~~i. b. — 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.~~

~~i. c. — 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.~~

-
- ~~i. d. — 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.~~
- ~~a. (3) — Voice commands are not an acceptable form of restraint.~~
- ~~(a) (d) — Public premises. A person owning or having care, custody, or control over an animal off of his or her premises shall keep the animal under immediate control.~~
- ~~a. (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 six 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. ~~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 drivers lap while the vehicle is being operated on any public roadway.~~
- ~~a. (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.
- ~~(a) (e) — Property of others. A person owning or having care, custody, or control over an animal 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 shall be regarded by the animal control officer as a civil matter.
- (f) — Multiple dwelling unit. An owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, shall not permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling unit, except upon such areas and within such enclosures specifically designated for such activity.
- (g) — Exceptions.
- (1) — A working dog that is under the control and supervision of the owner or handler performing such acts as herding, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.

(2) — ~~A hunting, tracking, or show dog that is under the control and supervision of the owner or handler shall not be considered as unrestrained while performing in or being trained for those capacities.~~

~~Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-32. BREAKING INTO ANIMAL CONTROL CENTER, ANIMAL CONTROL VEHICLE.~~

~~It is unlawful for any person to break open any pound, center, trap, or animal control vehicle wherein animals are impounded by the Animal Control Officer of the City, or in any other way to remove or assist in the removal of any animal from such pound, center, trap, or vehicle without lawful permission.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-33. 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 the municipal court in the city 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 the municipal court judge.~~

(a) (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.~~

(a) (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 the municipal court judge.~~

~~(a) (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) — NMSA 1978, § 30-18-1.1 (1996 through 1st Sess 50th Legis)~~

~~SEC. 3-34. DISPOSITION OF SEIZED ANIMALS.~~

~~(a) (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 shall return the animal to its owner.~~

~~(a) (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 shall hold a hearing to determine the disposition of the animal.~~

~~(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 15 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 or humane destruction.~~

~~(a) (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) — Upon conviction, the court shall place the animal with an animal shelter or animal welfare organization for placement or for humane destruction.~~

~~(h) — As used in this section, "livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes horses, asses,~~

mules, cattle, sheep, goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed Cervidae but does not include canine or feline animals.

~~(Ord. No. 725, 2-9-22)~~

State law reference(s) ~~NMSA 1978, § 30-18-1.2 (1996 through 1st Sess 50th Legis)~~

~~SEC. 3-35. COSTS OF SEIZED ANIMALS.~~

~~(a) (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. The amount of these costs shall be offset by the security posted pursuant to section 3-36. Unexpended security funds shall be returned to the owner.~~

~~(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 pursuant to section 3-36.~~

~~(Ord. No. 725, 2-9-22)~~

State law reference(s) ~~NMSA 1978, § 30-18-1.3 (1996 through 1st Sess 50th Legis)~~

~~SECS. 3-36 — 3-50. RESERVED.~~

DIVISION 2. RABIES²

~~SEC. 3-51. VACCINATIONS.~~

~~(a) (a) — It is the duty of all persons owning or keeping a cat or a dog or any member of the canine family 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 three years 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.~~

~~(a) (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 dog, cat, or any other members of the canine or feline family to fail to exhibit its certificate of vaccination upon demand to any police officer or animal control officer.~~

²Cross reference(s) — Health and sanitation, ch. 6.

~~(a) (d) — It is the duty of all persons who adopt a dog to have such dog vaccinated against rabies, distemper complex, and parvo virus within 48 hours of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies and feline distemper complex within 48 hours of adoption.~~

~~(e) — Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.~~

~~(Ord. No. 725, 2-9-22)~~

~~State law reference(s) — Vaccination of dogs and cats against rabies, NMSA 1978, § 77-1-3.~~

~~SEC. 3-52. CONFINEMENT OF RABID ANIMAL.~~

~~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)~~

~~SEC. 3-53. BITING DOGS OR OTHER BITING ANIMALS.~~

~~(a) (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.~~

~~(a) (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.~~

~~(a) (c) — An animal that bites a person shall be confined securely at a place and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.~~

~~(a) (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 1978, § 77-1-6.~~

~~SECS. 3-54 — 3-70. RESERVED.~~

~~DIVISION 3. LICENSING~~

~~SEC. 3-71. LICENSE REQUIRED.~~

~~(a) (a) — Any person owning, possessing or harboring any dog or cat three months of age or over shall obtain a license for each animal. Application for such 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 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 subsection (d) of this section, a license certificate and tag for each animal shall be issued. If the 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 whichever is greater.~~

~~(a) (b) — A current license tag shall be affixed to the licensed dog or cat at all times in a reasonable manner, unless the licensed dog or cat is being kept in an approved kennel, veterinary hospital, is appearing in an approved show, or is being trained. Provided that the person that is training the dog shall have in his personal possession the valid license tag for each dog or cat and shall immediately display such upon request of the Animal Control Officer or a regular law enforcement officer.~~

~~(a) (c) — Animals belonging to nonresidents who do not keep said animals within the corporate limits of the city for 30 consecutive days shall be exempt from this section, provided, however, that all other provisions of this division be complied with.~~

~~(a) (d) — The annual license fee shall be set by resolution for each neutered or spayed dog or cat. The annual license fee shall be set by resolution for each unneutered or unspayed dog or cat. No fee shall be charged for the licensure of qualified service animals who are trained to lead partially or totally blind persons, aid hearing impaired persons or assist mobility impaired persons. A fee shall be charged for each dog or cat 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 animal, due to the animal's age or condition.~~

~~(a) (e) — Within five business days upon change of ownership of any dog or cat, the new owner shall apply for a new license with their personal identifying information.~~

(Ord. No. 725, 2-9-22)

~~State law reference(s) — Municipal authority to require licensing of dogs, NMSA 1978, § 77-1-15.1.~~

~~SEC. 3-72. UNLAWFUL USE OF LICENSE TAG.~~

~~It is unlawful for any person to remove any license tag from one dog or cat to another. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his possession or under his control a stolen, counterfeit, or forged license tag, rabies vaccination certificate, or other form of licensing as required under this division.~~

(Ord. No. 725, 2-9-22)

~~SECS. 3-73 — 3-90. RESERVED.~~

~~DIVISION 4. AT LARGE, VICIOUS, NUISANCE~~

~~SEC. 3-91. RUNNING AT LARGE.~~

~~(a) — It is unlawful for any person to allow or permit any 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 shall be taken up and impounded as provided in section 3-30.~~

~~(b) — Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.~~

(Ord. No. 725, 2-9-22)

~~State law reference(s) — Municipal authority to make provision for the seizure of dogs and cats running at large, NMSA 1978, § 77-1-12.~~

(Ord. No. 725, 2-9-22)

~~SECS. 3-92, 3-93. RESERVED.~~

~~SEC. 3-94. VICIOUS ANIMALS.~~

~~It is unlawful for any person to keep or harbor a vicious animal in the City. Any person attacked by a vicious animal may use necessary force to repel said attack. After a judicial determination~~

that an animal is vicious, the owner or keeper of such vicious animal shall turn such animal over to the Animal Control Officer, who shall destroy it humanely.

(Ord. No. 725, 2-9-22)

State law reference(s) ~~Vicious animals, NMSA 1978, § 77-1-10.~~

~~SEC. 3-95. DISTURBING THE PEACE.~~

- ~~(a) It is unlawful for a person owning or having the care, custody or control of an animal to permit that animal to howl, bark or create noise which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. It shall be a violation of this section if the howling, barking or noise is frequent or long continued, is audible beyond the property line of the premises on which the animal is located.~~

(Ord. No. 725, 2-9-22)

Cross reference(s) ~~Offenses relating to public order and safety, § 8-3-1 et seq.~~

~~SEC. 3-96. PUBLIC NUISANCE.~~

- ~~(a) (a) Property damage; nuisance. 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.~~
- ~~(a) (b) Pet waste. 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.~~
- ~~(a) (c) Public defecation. 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.~~
- ~~(d) Feeding animals running at large. A person shall not feed an animal running at large.~~

~~It is unlawful for the owner of any animal to be in violation of the public nuisance definition and such violation will be punished in accordance with section 1-10.~~

(Ord. No. 725, 2-9-22)

~~SEC. 3-97. DANGEROUS AND POTENTIALLY DANGEROUS
DOGS.~~

- ~~(a) Short title. This section may be known, and will be cited, as the "Dangerous Dog Ordinance".~~
- ~~(b) Findings and intent.~~

(1) — ~~Every year innocent people, predominantly children, are injured and sometimes killed as a result of the actions of dangerous dogs.~~

(2) — ~~No person has an absolute right to keep or harbor a dangerous or potentially dangerous dog within the City.~~

(3) — ~~This section will protect the inhabitants of the City.~~

(4) — ~~This section will provide for the proper registration and tracking of dangerous or potentially dangerous dogs within the City.~~

(5) — ~~This section will assist in providing control over dangerous and potentially dangerous dogs.~~

(e) — ~~Definitions.~~

~~Animal control authority: The Animal Shelter and Animal Control Officer(s) of the Police Department of the City is charged with addressing animal control issues within the City.~~

~~Dangerous dog: A dog that caused a serious injury to a person or domestic animal.~~

~~Owner: A person who possesses, harbors, keeps or has control or custody of a dog or, if that person is under the age of 18, that person's parent or guardian.~~

~~Potentially dangerous dog: A dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:~~

- ~~1. (1) — Causing an injury to a person or domestic animal that is less severe than a serious injury; or~~
- ~~1. (2) — Chasing or menacing a person or domestic animal in an aggressive manner and without provocation; or~~
- ~~1. (3) — Acting in a highly aggressive manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.~~

~~Proper enclosure: 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, restraining or other affixing the animal to a stationary object.~~

~~Serious injury: A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.~~

(d) — ~~Exceptions. A dog will not be declared a dangerous or potentially dangerous dog if:~~

(1) — ~~The dog is used by a law enforcement official for legitimate law enforcement purposes;~~
~~or~~

~~(2) — The threat, injury or damage sustained by a person or domestic animal is the result of the person or domestic animal:~~

~~a. — Trespassing upon premises occupied by the owner or the dog; or~~

~~b. — Provoking, tormenting, abusing or assaulting the dog, or in the past has repeatedly provoked, tormented, abused or assaulted the dog; or~~

~~c. — Committing, or attempting to commit, a crime; or~~

~~(3) — The dog was:~~

~~a. — Responding to pain or injury; or~~

~~b. — Protecting itself or its offspring; or~~

~~c. — Protecting or defending a human being or domestic animal from attack or assault.~~

~~(e) — Seizure of dog — Petition to court of competent jurisdiction.~~

~~(1) — If an animal control authority has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the animal control authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.~~

~~(2) — If an animal control authority 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.~~

~~(3) — After seizure, the animal control authority 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.~~

~~(4) — After seizure:~~

~~a. a. — 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~~

~~a. b. — The animal control authority may, within 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.~~

(5) ~~If the owner does not admit that the dog is dangerous or potentially dangerous and the animal control authority 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.~~

(6) ~~If the owner admits that the dog is dangerous and transfers ownership of the dog to the animal control authority, the animal control authority may humanely destroy the dog.~~

(7) ~~A determination that a dog is not dangerous or potentially dangerous shall not prevent the animal control authority from making a subsequent application for seizure based on the dog's subsequent behaviors.~~

(f) ~~Dangerous and potentially dangerous dogs — Registration required.~~

(1) ~~Upon application, an animal control authority shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:~~

- ~~a. a. — The owner is able to keep the dog under control at all times; and~~
- ~~a. b. — A license, if applicable, has been issued pursuant to the requirements of the City; and~~
- ~~a. c. — The dog has a current rabies vaccination; and~~

~~d. — The owner has a proper enclosure to the dog; and~~

- ~~a. e. — The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and~~

~~f. — The dog has been spayed or neutered; and~~

- ~~a. g. — The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and~~

~~h. — The owner has entered the dog in a socialization and behavior program approved or offered by the animal control authority.~~

(2) ~~If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for 36 consecutive months, the owner may request the animal control authority in the City to lift the requirements for registration pursuant to this section. If the animal control authority has no reasonable basis to believe that the dog has exhibited the behaviors specified, it shall relieve the owner of the requirements of this section.~~

(3) ~~An animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of subsection (c)(1) of this section, establishes that:~~

-
- ~~a. a. — The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and~~
- ~~a. b. — The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and~~
- c. — The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
- ~~a. d. — 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~~
- ~~a. e. — 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~~
- ~~a. f. — A clearly visible warning sign with a conspicuous warning symbol indicate 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.~~
- (4) — An animal control authority 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.
- (g) — Prohibited acts.
- (1) — It is unlawful for an owner of a dangerous or potentially dangerous dog to:
- ~~a. a. — Keep the dog without a valid certificate of registration; or~~
- ~~a. b. — Violate the registration and handling requirements for the dog; or~~
- c. — Fail to notify the animal control authority immediately upon:
1. — The escape of the dog; or
2. — An attack by the dog upon a human being or a domestic animal;
- ~~a. d. — Fail to notify the animal control authority of the dog's death within five business days; or~~
- e. — Fail to notify the animal control authority 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
- f. — Fail to surrender the dog to an animal control authority 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
- ~~a. g. — Fail to comply with special handling or case requirements for the dog that a court has ordered.~~

(2) — ~~Whoever violates a provision of subsection (g)(1) shall be charged in the Municipal Court in which the animal is located with a violation of the Dangerous Dog Ordinance, and upon conviction shall be sentenced to a fine not to exceed \$500.00, or 90 days imprisonment, or both fines and imprisonment.~~

~~(Ord. No. 725, 2-9-22)~~

~~**SEC. 3-98. SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER.**~~

~~(a) Under unforeseen circumstances, a police officer, animal control officer, or animal owner may require an animal to be placed in the care and custody of the Animal Shelter to ensure that the animal is properly cared for. In these situations, the safekeep of the animal shall only occur for a period of not more than 72 hours at the expense of the owner pursuant to fees established by resolution. The owner shall be responsible for contacting a designated person or organization to pick up the animal from the Animal Shelter and the owner shall provide written authorization to the Animal Shelter as to the responsible person or organization taking custody of the animal. After the initial 72-hour period has expired, the animal is no longer classified as a safekeep and the animal shall be considered abandoned and property of the City unless the owner or designated party notifies the City in writing of a date and time the animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No animal shall be released from the Animal Shelter until all fees are paid in full. Owners who knowingly abandon or fail to arrange for pickup of their animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.~~

~~(Ord. No. 725, 2-9-22)~~

CHAPTER 3. ANIMALS

~~SEC. 3-99. LIVESTOCK RUNNING AT LARGE.~~

- ~~(a) It is unlawful for the owners of livestock to willfully allow the livestock to run at large within the city limits. The owners of the livestock are subject to prosecution under this section regardless of the livestock's origination.~~

~~As used in this section, "livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes horses, asses, mules, cattle, sheep, goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed Cervidae but does not include canine or feline animals.~~

~~(Ord. No. 725, 2-9-22)~~

(c) issued.

(d) Medical Waiver Certificate

- a. If Alteration of a Companion Animal would endanger the health of the Companion Animal due to age or illness, a Veterinarian may complete a Medical Waiver Certificate stating the reasons why the Companion Animal should not be Altered.
- b. The Medical Waiver must include a description of the Companion Animal. Including microchip information.
- c. Upon receipt the City Manager or City Manager's Designee may request a second opinion from a different Veterinarian.
- d. If there is a difference in opinion between the two Veterinarians as to whether the Companion Animal may be safely Altered, a written notice will be provided to the Owner indicating that a Medical Waiver Certificate has been rejected. The Owner will be required to pay Alter the Animal or pay for an Intact Companion Animal Permit. The decision to deny a Medical Waiver Certificate due to a difference in professional opinions by two Veterinarians may be subject to appeal to the Governing Body by the Owner.
- e. Upon acceptance of a Medical Waiver Certificate, the Owner shall be issued an Intact Companion Animal Permit free of charge.
- f. Medical Waiver Certificates are valid for one year. Upon expiration of a Medical Waiver Certificate, the Owner shall be required to reapply for the Intact Companion Animal Permit.

- (e) The fees and costs for an Intact Companion Animal Permit will be set by resolution. Any person wishing to apply for an Intact Companion Animal Permit shall pay all applicable fees and costs before issuance of the Permit.

SEC. 3-147. COMPANION ANIMAL LITTER PERMIT.

CHAPTER 3. ANIMALS

- (a) Owners of female intact Companion Animals must obtain a Litter Permit prior to the birth of a Litter or within one week after the birth of the Litter.
- (b) All female intact Companion Animals must have an Intact Companion Animal Permit and be microchipped.
- (c) No person shall apply for or obtain more than four Litter Permits per household in any consecutive 12-month period.
- (d) No person shall apply for or obtain more than one Litter Permit per female Companion Animal per household in any consecutive 12-month period.
- (e) Litter Permits expire six months from the date of issue.
- (f) The City may waive the Litter Permit Fee for Fosters. Fosters must provide proof or written authorization of their Foster Status from the City of Truth or Consequences Animal Shelter.
- (g) The following requirements regarding Litter Companion Animals are in effect whether or not the Owner of the Litter possesses a Litter Permit:
 - a. Puppies and kittens shall have at least the first in any series of required Vaccinations and be de-wormed by a de-worming treatment consistent with the size and age of the Animal before being transferred to a new Owner or otherwise separated from the mother.
 - b. Puppies and kittens shall be microchipped prior to being separated from the mother. Proof of microchipping must be provided to the city.
 - c. The Litter Permit Holder shall upon transfer or conveyance of the kitten or puppy, deliver a complete Vaccination record to the new Owner.
 - d. The Litter Permit Holder is liable for the medical costs, including medicine, for any puppy or kitten that is diagnosed sick by a Veterinarian within one week from the date of sale. The Litter Permit Holder shall reimburse the new Owner the costs associated with the sick Animal, up to the amount of money the puppy or kitten was purchased for. The new Owner shall be allowed to keep the puppy or kitten even if the Litter Permit Holder pays the medical costs. The new Owner or the Litter Permit Holder may appeal to the Governing Body if there is a dispute as to the fact of the illness or the amount of charges. If the Litter Permit Holder does not prevail on appeal, the Litter Permit Holder shall reimburse the costs of appeal to the new Owner.
 - e. A Litter Permit is required to advertise any Companion Animal under the age of six months old for sale, gift or other transfer or conveyance, in any local periodical or newspaper of general circulation. The Litter Permit number must be included in any advertisement.
 - f. Failure to advertise without including a valid Litter Permit number shall be a violation of this Chapter. Any person who advertises a Companion Animal and purports in the advertisement to reside outside the city limits or lists a telephone

CHAPTER 3. ANIMALS

number outside the city limits and is subsequently found to maintain Companion Animals inside the city limits or is found attempting to sale Companion Animals in the city limits is in violation of this Chapter. Each day of possession of each said Animal will constitute a separate offense.

- g. Puppies and kittens can only be sold, given as a gift or other transfer or conveyance from the location listed on the Litter Permit. Puppies or kittens being sold on public property or commercial property even with the Owner's permission are in violation of this Chapter and the puppies and kittens may be seized.
 - h. Puppies and kittens shall not be sold to a Pet Store, Animal Broker or other Animal Dealer.
 - i. Puppies and kittens shall not be released from the Permitted Premises prior to eight weeks of age.
- (f) The fees and costs for a Companion Animal Litter Permit will be set by resolution. Any person wishing to apply for Companion Animal Litter Permit shall pay all applicable fees and costs before issuance of the Permit.

SECS. 3-148 – 3-156. RESERVED.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: G.1

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

DEPARTMENT: Finance

DATE SUBMITTED: July 3, 2025

SUBMITTED BY: Jocelyn Holguin, Finance Director

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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:

Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- List of ongoing services exceeding \$60,000 for Commission Approvals

Fiscal Impact (Finance): Yes

*Annual Fiscal Year On Going Services with prior fiscal year approvals. General formality per City Policy.

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: Finance Department

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC agendas 7-9-25

PURCHASE REQUISITION APPROVAL

2025-26 Fiscal Year

COMMISSION MEETING 07/09/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
94685	Sierra Electric Coop	Power Services	Priscilla Fuentes	Electric	\$3,507,000.00	On Going Services
94688	SSA Solar	Power Services	Priscilla Fuentes	Electric	\$60,000.00	On Going Services
94686	Wester Area Power Admin	Base Demand & Vase Energy Charges	Priscilla Fuentes	Electric	\$600,000.00	On Going Services
94686	Tris State	Power Services	Priscilla Fuentes	Electric	\$445,000.00	On Going Services

NOTE: Open PO Drawdowns for Fiscal 25/26- Estimated Cost for services.

\$ 4,612,000.00

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Heckler, Major

Date

Re: 25/26 Open PO's

From Fuentes, Priscilla <PFuentes@torcnm.org>

Date Tue 6/24/2025 2:27 PM

To Kapela, Silke <silke@torcnm.org>; Holguin, Jocelyn <jholguin@torcnm.org>; Whitehead, Gary <gwhitehead@torcnm.org>

Cc Salcedo, Kerin <ksalcedo@torcnm.org>; Easley, Bo <beasley@torcnm.org>; Miyagishima, Carlos <cmiyagishima@torcnm.org>; Holguin, Mindee <mholguin@torcnm.org>

Here you go:

Sierra Electric Cooperative- \$3,507,000.00

SSA Solar- \$60,000.00

WAPA- \$600,000.00

Tri-State- \$445,000.00

Please let me know if you have any questions.

Thank you,

Priscilla Fuentes

Electric Department Administrative Assistant

City of Truth or Consequences

505 Sims Street

Truth or Consequences, NM 87901

575-740-8070



From: Kapela, Silke <silke@torcnm.org>

Sent: Tuesday, June 24, 2025 2:06 PM

To: Holguin, Jocelyn <jholguin@torcnm.org>; Fuentes, Priscilla <PFuentes@torcnm.org>; Whitehead, Gary <gwhitehead@torcnm.org>

Cc: Salcedo, Kerin <ksalcedo@torcnm.org>; Easley, Bo <beasley@torcnm.org>; Miyagishima, Carlos <cmiyagishima@torcnm.org>; Holguin, Mindee <mholguin@torcnm.org>

Subject: RE: 25/26 Open PO's

Hi Jocelyn

What the Electric Department is showing you are not a part the utilities that get processed without a PO. These are the electric for resale.

I hope that you are enjoying your day.

Please feel free to let me know if I may be of further assistance.

Kind regards,

Silke Kapela

Accounts Payable

City of Truth or Consequences

505 Sims Street

Truth or Consequences NM 87901

Phone: 575-740-7379

Email: silke@torcnm.org

[City of Truth or Consequences](http://CityofTruthorConsequences)



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: G.2

SUBJECT: Statewide Price Agreement #40-000000-23-00023. Pluma, LCC for Foch Street project through Main Street

DEPARTMENT: Finance

DATE SUBMITTED: July 3, 2025

SUBMITTED BY: Jocelyn Holguin, Finance Director

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Discussion/Action: Statewide Price Agreement #40-000000-23-00023. Pluma, LCC for Foch Street project through Main Street. Please, see attached:

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Statewide Price Agreement
- Contract for construction Services #2025-07-006 Pluma, LLC

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

As fiscal agents for Main Street. \$2,445,229.16

Legal Review (City Attorney): Choose an item.

Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☒ Legal ☒ Other: Traci Alvarez, Com. Development

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC agendas 07/09/2025



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

Statewide Price Agreement Amendment

**Awarded Vendor:
51 Vendors**

Number: 40-00000-23-00034

Amendment No.: Two

Term: December 29, 2023 – December 28, 2025 ✓

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

Procurement Specialist: Yvette Anaya *ya*

Telephone No.: (505) 500-9737

Email: Yvette.anaya@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: General Construction Services

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 parties, this Price Agreement is extended from December 29, 2024 to December 28, 2025 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately. See Attached pages for vendor information and pricing escalation for (BF) B & D Industries, Inc.

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: 12/26/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00034

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(BD) 0000049258

Northern Mountain Constructors, Inc.
PO Box 348
El Prado, NM 87529
Claire Moore 575-758-4395
claire@nmconstructors.com

Payment Term: Net 30
Delivery: as requested
Public Works: 3046520140706
License: 27983

(BE) 0000114869

Pluma, LLC ✓
6301 4th St. NW Suite 1
Albuquerque, NM 87107
Kodi (505) 345-0755
kodi@plucys.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 1755520150602
License: 387286

(BF) 0000148381

Prestigious Paving, LLC
2706 Chamisal Avenue
Gallup NM 87301
Zane Munoz 505-488-2333
prestigiouspaving@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28419195262022
License: 401665

(BG) 0000116761

Prime Builders, LLC
P.O. Box 91480
Albuquerque, NM 87199
Eric Peterson 505-924-0455
epeterson@primebuildersnm.com

Payment Term: Net 30
Delivery: As requested
Public Works: 2496820120723
License: 365323

(BH) 0000132517

R and M Construction, LLC
PO Box 1026
Alcalde, NM 87511
Robert Sanchez 505-927-2027
robert@rmconstructionnm.com

Payment Term: Net 30
Delivery: Email - robert@rmconstructionnm.com
Public Works: 2416920120330
License: 367912

(BI) 0000142264

Red Seven Electric LLC
PO Box 181
Jarales, NM 87023
Manuel Medina 505-859-5414
mmedina@redsevelectric.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28211398962018
License: 391745

**FOCH ST. GREAT BLOCKS PROJECT
SWPA #40-00000-23-00034**

CONTRACT #2025-07-006

**CITY OF T OR C
FOCH ST. GREAT BLOCKS PROJECT**

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences of Sierra County, hereinafter referred to as the "City of T or C" and

Pluma, LLC, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of City of T or C Commissioners.

WHEREAS the City of T or C procured Contractor under the New Mexico Statewide Price Agreement.

WHEREAS the Contractor submitted its original proposal and was selected under SWPA #40-00000-23-00034 and

WHEREAS the City of T or C desires to engage the Contractor to render certain Construction projects, as needed, and the Services is willing to provide such services and to enter into this Construction Services Agreement; and

WHEREAS this Master Agreement includes all Exhibits and any subsequently awarded Contract for Construction Contractor form the Contract Documents and are all as fully a part of the Contract as if attached to this Agreement; and

WHEREAS the Contractor was selected to provide and perform such Construction Management Services as provided for within this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

IT IS AGREED BETWEEN THE PARTIES

1. **Scope of Work. Per Proposal and Specification of cancelled ITB #2025-02-003 Foch St. Great Blocks Project- Pland Engineering specifications.**
2. **Compensation.**

A. The City shall pay to the Contractor the Contract Sum in current funds for the Contractor's performance of the contract per Bid Item list

FOCH ST. GREAT BLOCKS PROJECT
SWPA #40-00000-23-00034

The Contract Sum shall be Two million four hundred forty-five thousand two hundred twenty-nine dollars and Sixteen Cents (**\$2,445,229.16**), subject to additions and deductions as provided in the Contract Documents. Inclusive of New Mexico GRT.

Based upon Applications for Payment submitted to the Landscape Architect by the Contractor and Certificates for Payment issued by the Landscape Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: The 25th day of the calendar month.

Provided that an Application for Payment is received by the Landscape Architect no later than the 25th of a given month, payment of the certified amount shall be made by the City of T or C no later than the 15th of the following month. In no event shall payment be delayed beyond 30 calendar days from receipt of the approved application. Interest may accrue on overdue payments at the legal rate under New Mexico law.

Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Landscape Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when: The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in said agreement, and to satisfy other requirements, if any, which extend beyond final payment; and a final Certificate of Payment has been issued by the Landscape Architect.

The City's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment. Contractor **\$2,445,229.16** including GRT.

B. New Mexico Gross Receipts Tax will be billed as a separate added amount at the time of each pay request at the percentage applicable at the time of billing.

C. Reimbursable services of the Contractor will include the following items when approved in writing by the Owner: Cost of reproduction of drawings and specifications required for bidding. Payment of reimbursable expenses to the Contractor will be paid by the Owner at

FOCH ST. GREAT BLOCKS PROJECT
SWPA #40-00000-23-00034

the direct cost to the Construction manager. All requests for reimbursable expenses will be accompanied by copies of original detailed invoices.

D. Payment is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Article 1, Scope of Work.

E. Contractor must submit a detailed statement accounting for all services performed, as specified in the individual purchase order. If the City of T or C finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor with a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. The City of T or C will continue to pay Contractor for any undisputed amounts pursuant to Article 2(A). Upon certification by the City of T or C that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days of the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

F. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for _ (182) days from the Notice to Proceed date (by Landscape Architect) issued after approval by the City of T or C Board of City Commissioners. This schedule anticipates approximately two (2) months for permitting, mobilization and submittal review, followed by six (6) months of construction. With the conditions of completion prior to the eighth (8th month) for final closure and submittals.

4. Termination For Convenience.

Termination. This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event of termination for convenience, the Contractor shall be compensated for all services performed, work completed, and reasonable demobilization costs incurred up to the date of termination, including materials purchased or specifically fabricated for the project that cannot be reasonably repurposed or returned.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY OF T OR C'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSTRUCTION MANAGER'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City of T or C

FOCH ST. GREAT BLOCKS PROJECT
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or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City of T or C; 2) comply with all directives issued by the City of T or C in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City of T or C shall direct for the protection, preservation, retention or transfer of all property titled to the City of T or C and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City of T or C upon termination and shall be submitted to the City of T or C as soon as practicable.

5. Termination For Cause.

A. City of T or C may by written notice terminate this Agreement in whole or in part for Contractor's default if the Contractor fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such an event, City of T or C may otherwise secure the materials, supplies or services ordered, and the Contractor shall be liable for damage suffered by City of T or C thereby, including incidental and consequential damages. If after termination, the City of T or C determines the Contractor was not in default, or if Contractor's default is due to failure of City of T or C, termination shall be deemed for the convenience of City of T or C. The rights and remedies of City of T or C provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement as used in this paragraph, the word "Contractor" includes Contractor's sub-suppliers at any tier.

B. In the event a termination for cause notice is issued by the City of T or C, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City of T or C; 2) comply with all directives issued by the City of T or C in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City of T or C shall direct for the protection, preservation, retention or transfer of all property titled to the City of T or C and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City of T or C upon termination and shall be submitted to the City of T or C as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City of T or C Commissioners for the performance of each task order assigned under this Agreement. If sufficient appropriations and authorization are not made by the Board of City of T or C Commissioners, this Agreement shall terminate immediately upon written notice being given by the City of T or C to the Contractor. The City of

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T or C's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City of T or C proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. Additional language authorized by the funding source.

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

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

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

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

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

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

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

7. Status of Contractor.

The Contractor and its agents and employees are independent Construction Managers performing professional services for the City of T or C and are not employees of the City of T or C. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City of T or C vehicles, or any other benefits afforded to employees of the City of T or C as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of T or C unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City of T or C.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City of T or C. Subcontractors listed in an approved task order constitute approval of the City of T or C. No such subcontract shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City of T or C. In all cases, the Contractor is solely responsible for fulfillment of this Agreement.

10. Release.

Final payment shall not waive any unresolved claims submitted in writing prior to the final payment.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City of T or C.

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12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of T or C and shall be delivered to the City of T or C no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City of T or C employee while such employee was or is employed by the City of T or C and participating directly or indirectly in the City of T or C's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City of T or C; (ii) the Contractor is not a member of the family of a public officer or employee of the City of T or C; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City of T or C, a member of the family of a public officer or employee of the City of T or C, or a business in which a public officer or employee of the City of T or C or the family of a public officer or employee of the City of T or C has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City of T or C within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City of T or C whose official act, while in City of T or C employment, directly resulted in the City of T or C's making this Agreement;

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4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City of T or C.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City of T or C relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City of T or C if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City of T or C and notwithstanding anything in the Agreement to the contrary, the City of T or C may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

14. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City of T or C laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor are found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in City of T or C. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City of T or C.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City of T or C, the City of T or C's auditor, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The City of T or C shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City of T or C to recover excessive or illegal payments

21. Disclaimer and Hold Harmless.

City of T or C shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according

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to this Agreement. Contractor shall hold City of T or C harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City of T or C in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.

Contractor shall defend, indemnify and hold harmless the City of T or C from claims directly resulting from the Contractor's negligence or willful misconduct during the performance of this Agreement. This obligation shall not apply to liabilities arising from the City of T or C's own negligence, omissions, or third-party actions outside the Contractor's control.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Authority.

If Contractor are other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from construction services are necessary to enter into a binding contract.

26. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any City of T or C, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City of T or C, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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27. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the City of T or C are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City of T or C. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure they are productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City of T or C shall retain the right to request the removal of any of the Contractor's personnel at any time.

28. Survival.

The agreement Articles titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

29. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

30. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

31. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Municipal League and the parties shall utilize a striking process until a mediator is agreed upon.

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32. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City of T or C until it is executed by the Board of City of T or C Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement. Further, each individual task order must be fully executed prior to proceeding with any work.

33. Attorney's Fees.

In the event of any dispute, claim, or litigation arising from or related to this Agreement, each party shall bear its own attorneys' fees and court costs unless otherwise awarded by a court of competent jurisdiction or mutually agreed upon in a written settlement or mediation agreement, and to the extent such award is permissible under New Mexico State Statutes.

34. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

35. Incorporation and Order of Precedence.

New Mexico Statewide Price Agreement #40-00000-23-00034 and the Construction Company's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the SWPA; then
4. the scope of work, timeframe for completion, and compensation, in reverse chronological order; then
5. the Contractor's proposal.

36. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Contractor shall defend, at its own expense, the City of T or C against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party

FOCH ST. GREAT BLOCKS PROJECT
SWPA #40-00000-23-00034

obtains a judgment against the City of T or C of Sierra based upon the Contractor's trade secret infringement relating to any product or service provided under this agreement, the Contractor agrees to reimburse the City of T or C of Sierra for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of T or C shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide a procuring agency of the City of T or C the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the City of T or C to the extent such modification is the cause of the claim.

37. Professional Liability Insurance.

Contractor agrees to maintain throughout the duration of the Agreement liability insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for both general and professional liability. If claims-made coverage is utilized, a minimum two-year tail shall be required unless otherwise agreed upon in writing. The City of T or C shall be named as an additional insured.

38. Compliance With Laws

In providing the scope of services outlined herein, the Contractor and the City of T or C shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

39. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

FOCH ST. GREAT BLOCKS PROJECT
SWPA #40-00000-23-00034

40. Federal Government Subcontract Provisions

The clauses contained in the referenced paragraphs of the Federal Acquisition Regulations (FAR) are hereby incorporated by reference. In the event of any conflict between the terms and conditions of these Federal Acquisition Regulations and any other provisions of this Agreement, the terms and conditions of these Federal Acquisition Regulations shall prevail. For the purposes of Sierra City of T or C, in all of the following clauses, the terms "contract" shall mean the resultant Agreement, and the term "contractor" shall mean "seller." The term "Government" shall mean "Sierra City of T or C" and the terms "contracting officer" shall mean the "Chief Procurement Officer," except in those clauses with an "*" in the third column (Contract Grant). In the clauses marked with an "*", "Government" shall mean "United States Government."

A. 52.222-6 Davis Bacon Act. (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

FOCH ST. GREAT BLOCKS PROJECT
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(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

FOCH ST. GREAT BLOCKS PROJECT
SWPA #40-00000-23-00034

42. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: City of Truth or Consequences

Jocelyn Holguin, Finance Director/Chief Procurement Officer
505 Sims Street Truth or Consequences, NM 87901

To: Pluma, LLC

Printed Name: Timothy Evertt, Vice President of Administration

Address: 63104 4th St. NW, Ste 1
Albuquerque, NM 87107

By: _____ Date: _____
Timothy Evertt, Vice President of Administration

By: _____ Date: _____
Gary Whitehead, City Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

Project Manager:

Traci Alvarez
Director of Community Development
City of Truth or Consequences
575-952-0565
talvarez@torcnm.org

FOCH ST. GREAT BLOCKS PROJECT
SWPA #40-00000-23-00034

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this day of July 9, 2025.

Rolf Hechler, Mayor

Attest:

Angela Torres City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____

Jocelyn Holguin, Finance Director/ CPO
City of Truth or Consequences

Bid Item #	Item Description	Estimated Quantity	Unit	Unit Price	Amount	Total
1	Mobilization/Demobilization & General Requirements	1	LS	\$ 83,944.57	\$ 83,944.57	\$ 83,944.57
2	Demolition and Removals by Contractor, complete.	1	LS	\$ 198,024.50	\$ 198,024.50	\$ 198,024.50
3	Excavate and dispose of existing concrete paving, and other concrete or asphalt debris up to 12" depth, including rough and finish grade, complete.	1750	CY	\$ 37.24	\$ 65,170.00	\$ 65,170.00
4	Layout and Staking, complete.	1	LS	\$ 18,980.00	\$ 18,980.00	\$ 18,980.00
5	Earthwork and grading, complete. And Testing	1	LS	\$ 265,952.29	\$ 265,952.29	\$ 265,952.29
6	Signage and Striping, complete.	1	LS	\$ 41,400.00	\$ 41,400.00	\$ 51,400.00
7	Electrical system, complete.	1	LS	\$ 361,860.00	\$ 361,860.00	\$ 386,860.00
8	Irrigation System, complete.	1	LS	\$ 25,450.00	\$ 25,450.00	\$ 25,450.00
9	Traffic and Barricading, complete in place.	1	LS	\$ 43,465.20	\$ 43,465.20	\$ 43,465.20
10	Asphalt pavement with 6" compacted aggregate base course, per T or C detail asphalt paving section and sheet 3-1, complete in place.	2,640	SY	\$ 127.76	\$ 337,286.40	\$ 337,286.40
11	Asphalt pavement with 6" compacted aggregate base course, per NMDOT detail asphalt paving sections and sheet 3-1, complete in place.	130	SY	\$ 380.34	\$ 49,444.20	\$ 49,444.20
12	Construct concrete curb and gutter per curb and gutter detail sheet 3-1, complete in place.	1,460	LF	\$ 75.07	\$ 109,602.20	\$ 109,602.20
13	Construct 4" thick gray concrete pavement with control joints and expansion joints per detail A/14-9, complete in place.	145	CY	\$ 553.73	\$ 80,290.85	\$ 80,290.85
14	Existing water meter to be adjusted to match finish grade, complete in place.	12	EA	\$ 1,479.46	\$ 17,753.52	\$ 17,753.52
15	Furnish and install concrete pavers per detail A/14-10. Pavers shall be 6x9 6cm pavers with micro chamfer, as available from Acker-Stone or pre-approved equal. Pattern: running bond. Color: oyster white, complete in place.	1100	SF	\$ 26.69	\$ 29,359.00	\$ 29,359.00
16	Construct ADA accessible ramp 'Type B' per detail B/14-7, complete in place.	10	EA	\$ 7,457.56	\$ 74,575.60	\$ 74,575.60
17	Construct concrete seat wall with form liner per detail E/14-10, complete in place.	133	LF	\$ 197.07	\$ 26,210.31	\$ 26,210.31



18	Construct curb cut per detail E/14-9, complete in place.	14	EA	\$ 296.56	\$ 4,151.84	\$ 4,151.84
19	Construct 6" thick concrete drive pad per detail C/14-10 and D/14-7 with control joints and expansion joints, complete in place.	6	EA	\$ 8,230.62	\$ 49,383.72	\$ 49,383.72
20	Construct concrete valley gutter per detail C/14-10, with control and expansion joints, complete in place.	110	LF	\$ 103.05	\$ 11,335.50	\$ 11,335.50
21	Construct sidewalk culvert per details sidewalk culvert and Covered sidewalk culvert on sheet 3-7, complete in place.	2	EA	\$ 1,141.71	\$ 2,283.42	\$ 2,283.42
22	Existing water valve to be adjusted to match finish grade, complete in place.	7	EA	\$ 1,479.46	\$ 10,356.22	\$ 10,356.22
23	Construct concrete fillet per detail C/14-10 with control and expansion joints, complete in place.	12	EA	\$ 1,365.99	\$ 16,391.88	\$ 16,391.88
24	Furnish and install detectable warning surface tiles in concrete sidewalk. Armor-tile vitrified polymer composite cast in place, or equal. Color shall be brick red conforming to federal color no. 22144. Install per manufacturer's specifications, complete in place.	220	SF	\$ 60.71	\$ 13,356.20	\$ 13,356.20
25	Existing portal posts to remain. Contractor shall support portal structure during demolition and construction operations.	1	LS	\$ 5,178.10	\$ 5,178.10	\$ 5,178.10
26	Construct sloped sidewalk with curb and gutter transitions, complete in place.	3	EA	\$ 2,514.48	\$ 7,543.44	\$ 7,543.44
27	Construct ADA accessible ramp 'Type C' per detail E/14-7 with curb and gutter transitions, complete in place.	1	EA	\$ 6,657.56	\$ 6,657.56	\$ 6,657.56
28	Relocate and surface mount existing bench, complete in place.	3	EA	\$ 707.30	\$ 2,121.90	\$ 2,121.90
29	Construct parallel curb ramp per NMDOT Standard DWG 608 with curb and gutter transitions, complete in place.	1	EA	\$ 1,905.76	\$ 1,905.76	\$ 1,905.76
30	Construct concrete notched outlets per detail B/14-8, complete in place.	3	EA	\$ 2,465.16	\$ 7,395.48	\$ 7,395.48
31	Construct ADA accessible ramp 'Type A' per detail A/14-7 including curb and gutter transitions, complete in place.	1	EA	\$ 6,657.56	\$ 6,657.56	\$ 6,657.56
32	Construct concrete containment curb at pavers per detail F/14-8, complete in place.	70	LF	\$ 67.89	\$ 4,752.30	\$ 4,752.30
33	Furnish and install pole with receptacle and sound system - See electrical plans.	4	EA	\$ 26,200.00	\$ 104,800.00	\$ 104,800.00
34	Furnish and install banner pole - see electrical and structural plans.	4	EA	\$ 14,550.00	\$ 58,200.00	\$ 58,200.00

35	Reset removed existing concrete WPA stamp in concrete sidewalk, complete in place.	1	LS	\$ 5,946.50	\$ 5,946.50	\$ 5,946.50
36	Furnish and install concrete pavers at light fixture with shallow footing per detail D/14-10, complete in place.	3	EA	\$ 5,200.00	\$ 15,600.00	\$ 15,600.00
37	Construct 6" thick gray concrete paving per detail D/14-7 with control and expansion joints, complete in place.	8	CY	\$ 454.89	\$ 3,639.12	\$ 3,639.12
38	Furnish and install educational sign per detail C/14-7, complete in place.	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
39	Furnish and install pitch litter with side opening trash receptacle, as available from landscape forms, or	4	EA	\$ 1,300.00	\$ 5,200.00	\$ 5,200.00
40	Construct concrete header curb per detail B/14-9, complete in place.	170	LF	\$ 54.18	\$ 9,210.60	\$ 9,210.60
41	Construct manhole with geothermal lid, complete in place.	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
42	Construct concrete cylinder art installation location per detail E/14-9, complete in place.	3	EA	\$ 2,290.84	\$ 6,872.52	\$ 6,872.52
43	Furnish and install 12-18 CF Accent boulder per detail D/14-17, complete in place.	21	EA	\$ 450.00	\$ 9,450.00	\$ 9,450.00
44	Construct soil sponge per detail C/14-17, complete in place.	20	EA	\$ 200.00	\$ 4,000.00	\$ 4,000.00
45	Construct sediment trap at curb inlet per detail E/14-17, complete in place.	10	EA	\$ 4,992.84	\$ 49,928.40	\$ 49,928.40
46	Furnish and install re-vegetation seeding, custom blend of grasses and wildflowers, as available from granite seed,	2500	SF	\$ 4.10	\$ 10,250.00	\$ 10,250.00
47	Furnish and install 1" 'Amaretto' gravel mulch from NM Travertine, or approved equal. Installed at a 1" depth with no filter fabric, complete in place.	1750	SF	\$ 17.20	\$ 30,100.00	\$ 30,100.00
48	Furnish and install 1" 'Amaretto' gravel mulch from NM Travertine, or approved equal. Installed at a 4" depth over filter fabric, complete in place.	450	SF	\$ 48.89	\$ 22,000.50	\$ 22,000.50
49	Furnish and install 2"-4" sub-angular gray rock, as available from Bartoo sand and gravel, or approve equal. Install at a 4" depth over no filter fabric, complete in place.	300	SF	\$ 61.29	\$ 18,387.00	\$ 18,387.00
50	Provide and install 5-gallon shrub per sheet 14-15 and 14-16, per detail B/14-17, complete in place.	40	EA	\$ 445.00	\$ 17,800.00	\$ 17,800.00
51	Provide and install 1-gallon shrub per sheet 14-15 and 14-16, per detail B/14-17, complete in place.	57	EA	\$ 265.00	\$ 15,105.00	\$ 15,105.00

52	Testing and Dewatering Allowance	1	EA	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00
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2.1 Base Bid – Subtotal of Bid Items No. 1 through 51 \$ 2,396,879.16 **\$ 2,445,229.16**

c) New Mexico Gross Receipts Tax (NMGRT) on amount on Line c) Subtotal at 8.3750%*: \$ 204,787.94

d) BASE BID TOTAL – Line a) Subtotal plus Line b) NMGRT: \$ 2,650,017.10

 (Base Bid Total amount written in words) Dollars

2.2 Alternates. In addition to submitting a Base Bid, the bidder shall bid on all alternates, and all such amounts shall be considered as additional amounts to the Base Bid.

Alternate No. 1: Consists of construction, planting and irrigation items on the east side of South Foch St. related to curb cuts, green gutter, landscape areas, clay-lined green gutter, reinforced concrete header curb 'Type B', turn down edge at green gutter and educational signs – see construction, irrigation and planting sheets 14-5 through 14-19.

Add an amount determined as follows:

e) Alternate No. 1 Subtotal \$ _____

f) NMGRT at 8.3750% \$ _____

g) Alternate No. 1 Total

Alternate No. 1 Subtotal Line e plus NMGR Line f)

\$ _____

Dollars

(Alternate No. 1 Total amount written in words)

Alternate No. 2: Consists of custom shade structures with posts and associated footings – see structural and construction drawings 10-1 to 10-3, 14-5 to 14-11.

Add an amount determined as follows:

h) Alternate No. 2 Subtotal

\$ _____

i) NMGR at 8.3750%

\$ _____

j) Alternate No. 2 Total

Alternate No. 2 Subtotal Line h plus NMGR Line i)

\$ _____

Dollars

(Alternate No. 2 Total amount written in words)



TorC Foch St Great Blocks: CPS Additional Services Fee Proposal

From Aaron Trevizo <ATrevizo@plandcollab.com>

Date Tue 7/1/2025 10:48 PM

To Alvarez, Traci <talvarez@torcnm.org>

Cc Whitehead, Gary <gwhitehead@torcnm.org>; Holguin, Jocelyn <jholguin@torcnm.org>; Robert D. Loftis <rloftis@plandcollab.com>

 1 attachment (2 MB)

TorC Add Srv - Bid and CPS_Task Order Fee_2025.07.01.pdf;

Tracy,

As discussed, we have expended all our fees that originally were for bidding and construction phase services on this project due to additional NMDOT coordination, plan revisions, along with the unforeseen circumstances while bidding, and proceeding with statewide pricing. Please find attached the additional service fee proposal for the T or C Foch St. Great Blocks for your review.

We look forward to continue working with the City and Pluma in getting this long-awaited project started into construction. Let us know if you have any questions or need anything else.

Thank you,



Aaron Trevizo, PLA, ASLA

Associate Landscape Architect (he/him/his)

600 1st St NW, Suite 100

Albuquerque, NM 87102

PHONE 505.268.2266, Ext #111

www.plandcollab.com

Well designed. Well Pland.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: G.3

SUBJECT: CES-Pland- direct purchase for Foch Street T or C Great Blocks project through Main Street

DEPARTMENT: Finance

DATE SUBMITTED: July 3, 2025

SUBMITTED BY: Jocelyn Holguin, Finance Director

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Discussion/Action: CES-Pland- direct purchase for Foch Street T or C Great Blocks project through Main Street. Initially provided design through the initial process and are required to proceed with construction management for the completion of the project. Which is a new procurement based on time spent on the project and original agreements have expired. Please, see attached:

Recommendation:

Approval Recommended by Finance Director

Attachments:

- CES Agreement #19-01B-C107-all
- Contract for Construction Management Services oversight with the #2025-07-006 Pluma, LLC Construction Statewide Price Agreement Contract
-

Fiscal Impact (Finance): Yes

As fiscal agents for Main Street \$107,490.68

Legal Review (City Attorney): Choose an item.

Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☒ Legal ☒ Other: Traci Alvarez, Com. Development

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC agendas 07/09/2025



July 01, 2025

Mr. Gary Whitehead
City Manager
City of Truth or Consequences
401 McAdoo St.
Truth or Consequences

Re: T or C Great Blocks – Foch Street Improvements – Landscape Architectural Services – Additional Services to Supplement PO# 76179-R1.

Mr. Gary Whitehead:

Thank you for the opportunity to continue to provide landscape consultation and construction phase services for the T or C Great Blocks Project. As discussed, due to NMDOT coordination for plan review and approval process, unforeseen circumstances during the bidding phase, and then proceeding to state pricing procurement, we have expended the entirety of our fee that originally was meant for bidding and construction phase services for this project. Per your request, Pland Collaborative is pleased to continue to offer the City of Truth or Consequences the following services for this project.

We understand that the City of Truth or Consequences would like to continue this scope of work contracted through CES. This proposal is based on the general conditions and hourly rates of that contract. Our CES vendor contract number is 19-01B-C108-ALL.

STATE PRICING PHASE SERVICES:

Pland Collaborative will provide bidding phase services as follows:

- Coordination with Department of Workforce Solutions.
- Coordination of plan distribution to contractor.
- Responding to questions from prospective contractor.
- Review of received cost proposals.

CONSTRUCTION PHASE SERVICES (6 months):

Pland Collaborative will provide construction phase services as follows:

- Execution of Notice to Proceed.
- Attendance at a pre-construction meeting in T or C.
- Review of Submittals and contractor pay applications.
- Review of plant material prior to planting.
- Review and respond to RFI's.
- Attendance at fourteen (14) construction observation meetings at the project site in T or C.
- Attendance at two (2) additional project site visits for the substantial completion and final walkthrough.
- Preparation of a project punch list and verification of final completion.
- Review of contractor close-out documents.



SUB-CONSULTANTS:

Pland Collaborative with the support of the following sub-consultants during the construction period:

- Isaacson & Arfman, Inc. will provide Civil Engineering support and construction observation support during the construction period.
- AEA PC will provide electrical engineering support during the construction period.

PROPOSED FEES:

Pland Collaborative staff spent approximately 12 hours on the statewide pricing coordination, and anticipate spending 228 to 248 hours on construction phase services. Pland Collaborative would propose the following fees for the above work, payable upon presentation of a monthly statement as design and planning progress, in accordance with our Cooperative Education Services (CES) Contract (#19-01B-C108-ALL). Please note that this is a lump sum proposal; however, the following information indicates estimated hours required to complete each task. Hourly rates shown for Pland Collaborative are CES discounted rates. Proposed sub-consultant proposals are attached. Pland Collaborative mark up for profit and overhead on sub-consultants (8%) also indicates a CES discount.

ITEM #1: State Pricing Procurement Services

	<u>CES Hourly Rate</u>	<u># of Hours</u>	<u>Sub-total</u>
Principal Landscape Architect	\$ 147.00	4	\$ 588.00
Associate Landscape Architect	\$ 127.40	8	\$ 1,019.20
Item#1 Sub-Total (not including NMGR):			\$1,607.20

ITEM #2: Construction Phase Services

	<u>CES Hourly Rate</u>	<u># of Hours</u>	<u>Sub-total</u>
Principal Landscape Architect	\$ 147.00	36	\$ 5,292.00
Associate Landscape Architect	\$ 127.40	192	\$ 24,460.80
Item#2 Sub-Total (not including NMGR):			\$29,752.80

ITEM #3: Sub-Consultants: Construction Phase Services Fees

	<u>Sub-total</u>
AEA PC (Electrical)	\$ 5,200.00
Pland P&O @ 8%	\$ 416.00
Item#3 Sub-Total (not including NMGR):	\$ 5,616.00
	<u>Sub-total</u>
Isaacson & Arfman, Inc. (Civil Engineering)	\$ 57,600.00
Pland P&O @ 8%	\$ 4,608.00
Item#3 Sub-Total (not including NMGR):	\$ 62,208.00

FEE SUMMARY

1.	State Pricing Procurement	\$ 1,607.20
2.	Construction Phase Services	\$ 29,752.80
3.	Subconsultants	\$ 67,824.00

Fee Summary List Items #1 through #3 above:

a lump sum of \$99,184.00

plus tax NMGR @ 8.3750%

\$8,306.68

TOTAL FEE INCLUDING TAX..... \$107,490.68

Please note that this proposal includes a total of sixteen (16) trips by Pland Collaborative to T or C. If the project requires Pland Collaborative to make additional trips to T or C, the trip will be additional services and will be invoiced at the rate of \$750.00 per trip. Pland Collaborative will consult with T or C staff prior to scheduling any additional visits to T or C. The parties will agree that any additional trips are necessary prior to Pland Collaborative planning the same.

We customarily send out our invoices on or about the twenty-fifth of each month and would request payment within 30 days. Please note that we reserve the right to assign, factor, or otherwise collect accounts that are 90 days or more overdue. If the overall scope of work were to change for the project, we would appreciate your consideration of a renegotiation of our fee.

We understand that this project is subject to the following requirements from the state of New Mexico:

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

This contract is funded in whole or in part by funds made available under the Economic Development Department Grant Agreement. Should the Economic Development Department early terminate the grant agreement, the City of Truth or Consequences in partnership with Truth or Consequences MainStreet may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Truth or Consequences in partnership with Truth or Consequences MainStreet's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.

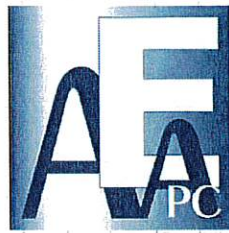
Mr. Gary Whitehead
July 01, 2025
Page 4

If these terms are agreeable to you, please execute a purchase order for this work to CES in the amount required for the selected scope of work (inclusive of NMGR). Purchase Orders should be uploaded to the Direct Purchase portal accessed through the online Interactive Blue Book.

Yours truly,
Pland Collaborative

A handwritten signature in black ink, appearing to read 'R. Loftis' with a stylized flourish at the end.

Robert Loftis, FASLA
Principal Landscape Architect



AEA PC

ARCHITECTURAL ENGINEERING ASSOCIATES

PROFESSIONAL ENGINEERING FOR THE ARCHITECTURE COMMUNITY

MEMBER NSPE NFPA IES

7401 Hancock Ct NE Suite C
Albuquerque, NM 87109-4594

505 433-3310

AEANM.COM

Pland Collaborative

600 1st St. NW Ste. 100
Albuquerque, NM 87102

11 September 2024

Attn: Robert Loftis PLA

Re: T or C Great Blocks – Truth or Consequences, NM
Our proposal number: 2024-027

Sir:

We are pleased to submit this lump sum fee proposal for electrical engineering services in response to your request.

Exhibit **A.1**

Project

The scope of work is based upon our previous conversations and the documents provided. It is limited to preparation of construction contract permit/bid documents and basic construction phase services for:

Construction phase (CA) services.

Basic Services

AEA PC will provide:

1. Basic construction phase services, including:
 - written reviews of contractor's product submittals,
 - written responses to contractor's requests for information (RFIs),
 - visit the project site to review and document construction work progress as needed and requested,
 - review the contractor's close-out documentation including operation and maintenance manuals.



Exclusions:

- Mechanical Engineering (HVAC, plumbing, fire protection, temperature controls)
- Structural designs
- Material sampling and testing for hazardous materials
- Soils testing (geotechnical services) and analysis
- Boundary or topographic surveys
- Off-site electric utilities and right-of-way
- Utility locating services
- Systems commissioning
- Open panel electrical investigation requiring an electrician
- Information technology (IT) network equipment and programming
- Security systems design, equipment, wiring, and commissioning
- Autodesk Revit™ modeling of the electrical design
- Existing panel board schedules
- Solar photovoltaic power system design
- LEED™ calculations, applications, or certification
- Design for on-site stand-by power generation
- Lightning protection system design
- Travel, lodging, and meal expenses over 100 miles or overnight
- Contractor progress/coordination meetings
- Reproduction of the bid/permit documents (bid sets) for bidding
- Building department review and permit fees
- Government impact or improvement fees
- Utility company new service or service change fees
- Construction phase management services.

Requirements:

- Copy of the project contract documents

Fee

NMGRT (7.625%) is applicable but not included. AEA PC can only accept type 5 NMTRD NTTCS.

Construction phase basic services (item 2) \$3,200.00

The proposed lump sums are not contingent, nor based on percentages of actual, managed, or a schedule of construction cost values.

Expenses for round trips to the site from Albuquerque are estimated to be \$1,000.00 each (one person per trip).

Invoicing and Terms

CA construction phase basic services will be invoiced during construction reflecting the efforts made since the previous invoice, not to exceed 100% of phase total.

Payment is due within 60 days of the invoice date. 1.5% of balance due or \$50.00 minimum will be charged per month or portion of month past 60 days of the invoice date.

Additional Services

Additional services are any service and major expenses outside the scope of basic services, including the excluded items and any optional items. Additional services and expenses will only be provided upon amendment to our agreement. Major expenses will be charged at cost plus 15%.

AEA PC may:

1. provide additional optional construction phase administration services (CA), including:
 - "value engineering" cost reduction proposal reviews and post-bid design revisions or additions
 - attend contractor progress review/coordination meetings at the site
 - observation reports of construction progress and on-site stored material verification
 - review the electrical portion of contractor's pay application requests

Fee

Hourly (time and material) or lump sum proposals may be requested for any additional service amendment.

Invoicing and Terms

Additional services and expenses, if any, will be invoiced monthly, upon completion or termination of construction, or upon termination with the same terms as basic services.



Concerns

Current New Mexico energy conservation code (IECC) and local "Dark Skies" requirements and limits will apply to the areas within the project scope.

Any classified hazardous areas and zones must be identified by the Owner or User.

AEA PC is resident business certified in New Mexico - #L0812971632.

AEA PC has made no campaign contributions within the prior two years.

AEA PC has not been involved with previous phases of this project.

AEA PC is not a disadvantaged business enterprise (DBE) nor a minority, women's, or small business in rural area enterprise (MBE/WBE/SBRA).

We are prepared to begin work on this project immediately.

If this proposal is satisfactory, please forward your proposed agreement for services, or request our proposed agreement.

If this proposal is unsatisfactory, please forward revisions and comments so we may consider a modified response.

This proposal expires at 5:00 pm 60 days after the date above.

Thank you for your consideration of our proposal. We look forward to working with you on this project. If you have any questions, please call or e-mail me dennisw@aeanm.com (mobile 505.238.8861).

Sincerely,



Dennis L. Wetterstrom PE
President/Member

Attachments: Exhibit A.2 - AEA PC Primary personnel Exhibit A.3 - AEA PC hourly rates
AEA PC FEIN: 45-1658853 NM CRS ID: 03 216029 00 1

Acceptance

I have read and understand the terms and conditions of this proposal, agree to each and all and any executed amendments, and by my signature engage AEA PC to provide the engineering services stated herein.

Signature

Date

Robert Loftis PLA

Printed or typed name

Pland Collaborative

600 1st St. NW Ste. 100

Albuquerque, NM 87102

Mail address for correspondence

RLoftis@plandcollab.com

Electronic mail (email) address for correspondence, invoicing, and deliverables

268-2266

Telephone number

This completed page can be mailed to the address above or scanned and emailed to dennisw@aeam.com.
PDF format is preferred to image formats (jpg, tif, bmp, png, ecw)



Exhibit **A.2**

Primary personnel

Dennis Wetterstrom PE Principal Engineer NM 9726 CO 23598 AZ 53559 WY 5047 KS 11566

Exhibit **A.3**

**Additional Services
and Hourly Rates**

		Hourly rate
Principal Engineer	Normal time	\$175.00
	Travel time	
	Meeting waiting time	
	Public hearings	\$225.00
	Board/Council meetings	
	Commission meetings	
	Presentations	
	Overtime	\$275.00
	Testimony time	\$275.00
	Deposition time	
CADD/Elec Designer	Normal time	\$80.00
	Overtime	\$120.00
Clerical	Normal time	\$50.00
	Overtime	\$75.00

All time is billed at the normal time rate except other time as indicated.

Overtime includes weekend days, holidays, and days before 8:00 am and after 6:00 pm.

Expenses include travel, lodging, meals, communication, vehicle or equipment rental, fuel, document reproduction, courier delivery and pick-up, and electrician services.

All expenses are invoiced at cost plus. Refer to proposal for percentage.

Engineering practice is only offered in state jurisdictions indicated in Exhibit A.2.

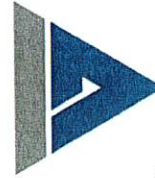


An Agreement for the Provision of Limited Professional Services

IA Proposal No.: 2024 11-012

Client: Pland Collaborative
600 1st St NW, Suite 100
Albuquerque, NM 87102
Attn: Aaron Trevizo

Isaacson & Arfman, Inc.
Civil Engineering Consultants



128 Monroe Street NE
Albuquerque, NM 87108
505-268-8828 | www.iacivil.com

Date: March 10, 2025

Project Name: Koch St Construction Phase Services
Legal or Location: Truth or Consequences, NM

Isaacson & Arfman, Inc. (I&A) is pleased to offer this proposal, for limited engineering services, for the above named project with limits per previously approved Koch St public work order plans. We understand the project scope for construction phase services for the proposed public street improvements.

The services shall be based on the following items, which shall be provided by the client:

- Approved public work order plans
- Material testing results
- As-built Survey

I&A does not generate Erosion and Sediment Control Plans or Storm Water Pollution Prevention Plans (SWPPPs), and they are not included in this proposal. These items may be required for the project. Upon request, Grading and Drainage Plans created by I&A as part of the approved proposal will be provided to the erosion control professional of the Client's choosing.

Accordingly, we propose the following scope of basic engineering services:

CONSTRUCTION PHASE SERVICES

CA.	Limited Construction Administration (CA): (6-month construction duration)	\$ 4,600.00
A.	Review contractor's submittals and RFI's.	
B.	Review test reports.	
C.	Prepare as-built drawings based on a client-provided as-built survey.	
D.	Prepare and submit close-out package including as-built drawings to the Client.	
E.	Additional CA services exceeding the anticipated construction duration shall be billed at \$800/month.	
CO.	Construction Observation (CO): (6-month construction duration)	\$ 47,100.00
A.	Attend pre-construction meeting.	
B.	Attend once-weekly on-site construction meetings relating to the civil improvements.	
C.	Perform construction observation during the two contiguous days per week that the observer is onsite and prepare observation reports. No reports or certifications can be provided for work performed without observation by an Isaacson & Arfman representative.	
D.	Attend the final walk through with the City and NMDOT inspectors, and record any punch list items. Re-observe corrected punch list items and document.	
E.	Coordinate the preparation of the as-built drawings to be included in the project Close-Out Package.	

An Agreement for the Provision of Limited Professional Services

F.	Prepare the Project Close-out Packages for the City and NMDOT. Certifications can only be provided for items that Isaacson and Arfman, Inc actually observed.	
G.	Additional CO services exceeding the anticipated construction duration shall be billed at \$5,000.00/month.	
CE.	Construction Observation Travel Expenses (6-month construction duration)	\$ 5,900.00
A.	One night of hotel and two days per diem expenses for weekly visits.	
B.	Additional CA services exceeding the anticipated construction duration shall be billed at \$820/month or per Exhibit A attached.	
TOTAL CONSTRUCTION PHASE SERVICES:		\$ 57,600.00

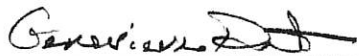
Special Conditions: Applicable state and local gross receipts taxes are not included in the above price and will be added. Payment will be due upon completion of each work item described. Additional work not provided for in this proposal requested by you will be considered "extra services" and will be billed at our standard hourly rates as given in Exhibit A (attached).

The following items are not included:

Erosion and sediment control plans; specifications and material submittal review for items NOT associated with an item contracted above; designs; studies; construction plans; surveys; as-built surveys; level-one environmental site analysis reports; archeological reports; NPDES general permit for storm water discharging from construction activities; CLOMR/LOMR submittal to FEMA; LEED calculations or recommendations; Fire Marshal coordination; dry utility coordination; final plat; testing; application fees; certifications other than grading; certification for items that were not observed by an Isaacson & Arfman representative; General Agreement Provisions found on Exhibit B, attached, are incorporated into and made a part of this Agreement.

Offered by:

Accepted by:

 03/10/2025

signature

date

signature

date

Genevieve Donart, Vice-President

printed name/title

printed name/title

Pland Collaborative

Name of client

**For: Isaacson & Arfman, Inc.
128 Monroe Street NE
Albuquerque, NM 87108**

The Terms and Conditions on the attached Exhibits are a part of this Agreement.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 9, 2025

Agenda Item #: G.4

SUBJECT: CES 2023-05-R123-All-Smithco, traditional purchase for Well 2 replacements

DEPARTMENT: Finance

DATE SUBMITTED: July 3, 2025

SUBMITTED BY: Jocelyn Holguin, Finance Director

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Discussion/Action: CES 2023-05-R123-All-Smithco, traditional purchase for Well 2 replacements. Please, see attached:

Recommendation:

Approval Recommended by Finance Director

Attachments:

- CES Agreement #2023-05-R123-All
- Contract for Construction Services to remove existing well and foundation to replace with a new submersible system
- GO Bond 2024
[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

GO Bond 2024 \$188,431.42

Legal Review (City Attorney): Choose an item.

N/A

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Traci Alvarez, Com. Development

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC agendas 07/09/2025



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>SMITHCO CONSTRUCTION</u>
ADDRESS:	<u>6 KING CANYONE LOOP CABALLO, NM 87931</u>
CONTACT #:	<u>575-894-6161</u>

ATTACH TASK ORDER /QUOTE TASK ORDER NO. <u>06232025</u> VENDOR QUOTE# <u>CES2023-05-R123-</u> <u>ALL</u>	\$188,431.42
---	---------------------

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

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

Authorized Signature: <i>Traci Alvarez</i>	Date: <i>7-3-2025</i>
---	------------------------------

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 \$60 thousand): _____



Smithco Construction, Inc.

6 King Canyon Loop

Caballo, NM 87931

P.) 575-894-6161 F.) 575-894-6012 E.) smithco@smithco.cc

Quote for Well #2

June 23rd, 2025

Jamie Foreman
City of T or C
Regulatory and Compliance Specialist Water/Wastewater
(575) 740-5995
jforeman@torcnm.org

Dear Jamie:

Smithco Construction, Inc. submits the following cost for the referenced work replacing well #2 with a submersible pump, pit-less adapter, soft/start, and VFD. Also includes demo of existing building and slab along with burying the exposed piping in order to tie to pit-less adapter. CES # 2023-05-R123-ALL

Quoted-Total Excluding NMGR: \$173,861.80

NMGR @ 8.38%: \$14,569.62

Quoted-Total including NMGR: \$188,431.42

Please feel free to contact me with any questions.

Thank you,

Quaid Muncy
Quaid Muncy



T or C On-Call
Well #2 Work

Summary Sheet

Sheet	Description	Amount*
1	Well 2	\$ 166,303.32
2		\$ -
3		\$ -
4		\$ -
5	CES Fee 3%	\$ 4,989.10
6	Performance & Payment Bonds @ 1.5%	\$ 2,569.39
Total Amount of this Request**		\$ 173,861.80
Total Additional Calendar Days of this Request**		

*Detailed Breakdown Attached

***This request only accounts for and includes known costs and schedule impacts at this time. Smithco reserves all rights and claims to all future costs and impacts related to this change and time extension.*

Detailed Breakdown for			
Well 2			
This cost is for the removal of the existing well housing at well #2 and replacing it with a metal building along with replacing the pump shaft. Existing slab will be re-used.			
LABOR, TRAVEL AND PER DIEM			
DESCRIPTION	RATE	HOURS	TOTAL
Superintendent	\$ 50.00	40	\$ 2,000.00
Operator	\$ 32.35	80	\$ 2,588.00
Laborer	\$ 29.11	80	\$ 2,328.80
SUBTOTAL			\$ 6,916.80
LABOR BURDEN		45%	\$ 3,112.56
TRAVEL/PER DIEM		\$ -	\$ -
LABOR TOTAL			\$ 10,029.36
EQUIPMENT			
DESCRIPTION	RATE	HOURS	TOTAL
CAT 420 Backhoe Running (x2)	\$ 55.48	40	\$ 2,219.20
Crew Truck & Tool Trailer (standby does not apply)	\$ 40.14	40	\$ 1,605.60
Personnel Truck (standby does not apply)	\$ 21.14	40	\$ 845.60
Dump Truck Running	\$ 112.92	20	\$ 2,258.40
EQUIPMENT TOTAL			\$ 6,928.80
MATERIAL			
DESCRIPTION	UNIT PRICE	UNIT	TOTAL
Piping	\$ 1,500.00	1	\$ 1,500.00
MATERIAL TOTAL			\$ 1,500.00
SUBCONTRACTS			
DESCRIPTION	UNIT PRICE	UNIT	TOTAL
Electrical - Relocation of boxes	\$ 5,834.38	1	\$ 5,834.38
Mauldin Quote	\$ 125,950.00	1	\$ 125,950.00
SUBCONTRACTS TOTAL			\$ 131,784.38
PROFIT AND OVERHEAD ON LABOR AND MATERIALS		25%	\$ 2,882.34
PROFIT AND OVERHEAD ON SUBCONTRACTS		10%	\$ 13,178.44
BREAKDOWN TOTAL			\$ 166,303.32



Cost Proposal No.1

RFP-01

Power for wells

TO: Smithco Construction

ATTN: Quaid Muncy

JOB NAME: Williamsburg Water Well Date: June 25, 2025

REFERENCE: Power for Wells

Alterman Job # N/A

We have reviewed the requirements of:
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

X Additional Amount of \$ 5,834.38

 Deductive Amount of \$ -

 No Change in Contract Amount

This pricing is based on the following conditions:

X Quotation is valid for 7 days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

2.00 Calendar days extension of Contract time is required once approved submittals are approved

X Exclusions or conditions that vary from our Contract Agreement are as follows:

Well Control Panel by others. Start up by others

X Complete pricing breakdown for our work is attached for your review.

Ty Dolan
ALTERMAN REPRESENTATIVE

PROJECT: Williamsburg Wat 0
JOB NUMBER: N/A

SUMMARIZED BILL OF MATERIALS

ALTERMAN INDUSTRIAL BID						
RFP-01 Power for wells						
DESCRIPTION	Q/M	QNTY	U/M	MAT UNIT	MAT RESULT	
Jbox	Q	1	EA	45.0000	45.00	
3/0 THHN	Q	60	FT	5.0500	303.00	
#4 THHN	Q	20	EA	1.5200	30.40	
Misc Mounting hardware	Q	1	FT	150.0000	150.00	
Polaris lugs	Q	4	EA	28.1100	112.44	
2" flex and connectors	Q	1	FT	120.0000	120.00	
	Q		FT		0.00	
	Q		EA		0.00	
	Q		FT		0.00	
	Q		FT		0.00	
	Q		FT		0.00	
	Q		EA		0.00	
	Q		EA		0.00	
	Q		EA		0.00	
	Q		EA		0.00	
	M		EA		0.00	
	Q		EA		0.00	
	Q		EA		0.00	
	Q		EA		0.00	
	Q		EA		0.00	
	M		FT		0.00	
	M		FT		0.00	
	M		FT		0.00	
	Q		E		0.00	
	Q		E		0.00	
	M		FT		0.00	
	M		FT		0.00	
	Q		E		0.00	
	Q		E		0.00	
	M		FT		0.00	
	Q		E		0.00	
	Q		EA		0.00	
	Q		E		0.00	
Phase/ Group totals:					\$760.84	

ConEst Software Systems

TOTALS

MATERIALS

RFP-01

\$760.84

BRIEF SUMMARY OF WORK

Disconnect existing well and well controller. Install New Well Controller and connect to new well pump.

Ty.Dolan@GoAlterman.com | Office: 210-496-6888 | Fax: 210-496-7349

CHANGE ORDER WORKSHEET

Alterman, Inc.

RFP-01

Power for wells

DATE : 6/26/2026

JOB #: N/A

PREPARED BY: Ty Dolan

DESCRIPTION OF WORK PERFORMED:

Disconnect existing well and well controller. Install New Well Controller and connect to new well pump.

Labor

Position	Unit	Quantity	Labor Cost		Position Total
			Unit	Total	
Project Manager	HR	1.0	\$88.25	\$88.25	\$88.25
Project Engineer	HR	0.0	\$65.00	\$0.00	\$0.00
Journeyman Electrician	HR	20.0	\$67.62	\$1,352.40	\$1,352.40
Electrical Apprentice	HR	20.0	\$45.98	\$919.80	\$919.80
Per Diem / Fltng adder	HR	0.0		\$0.00	\$0.00
Total Amount of Hours Labor Only		41.0	Total Labor Cost		\$2,360.25

Equipment

Item	Unit	Quantity	Equipment		Item Total
			Unit	Total	
Pickup Truck	DAY	2.0	\$150.00	\$300.00	\$300.00
		0.0	\$0.00	\$0.00	\$0.00
Office Trailer	MN	0.0	\$500.00	\$0.00	\$0.00
Sanitary	MN	0.0	\$250.00	\$0.00	\$0.00
Small Rocksaw	HR	0.0	\$117.00	\$0.00	\$0.00
Volvo L110 Front End Loader	HR	0.0	\$134.40	\$0.00	\$0.00
Mini-Excavator	DAY	0.0	\$400.00	\$0.00	\$0.00
Loader-Skid	HR	0.0	\$23.10	\$0.00	\$0.00
Trench Compactor	HR	0.0	\$18.06	\$0.00	\$0.00
Cat 315 CL Excavator	HR	0.0	\$179.00	\$0.00	\$0.00
Boom Lift 35' Towable	WK	0.0	\$480.00	\$0.00	\$0.00
40'-45' Straight Boom Lift	WK	0.0	\$625.00	\$0.00	\$0.00
Rental Auger Attachment Low Speed high Torque	WK	0.0	\$225.00	\$0.00	\$0.00
Rental Auger bit 18"	WK	0.0	\$90.00	\$0.00	\$0.00
Rental Auger Bit Extension 24"	WK	0.0	\$80.00	\$0.00	\$0.00
		0.0	Total Equipment Cost		\$300.00

Materials

Item	Unit	Quantity	Material		Item Total
			Unit	Total	
See attached BOM	EA	1	\$760.84	\$760.84	\$760.84
			Total Material Cost		\$760.84

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)	Item Total
		\$0.00
Total Subcontractor Cost		\$0.00
TOTAL		\$3,421.09

ALTERMAN COST PROPOSAL PRICING SHEET

DESCRIPTION OF COST PROPOSAL

Prepared by: Ty Dolan

Power for wells
RFP-01

Date: 6/25/2025

A	B	C	D
Item No.	Description	Units	UM
1.00	LABOR	1	LS
1.10	DJE PROJECT EXPENDABLES 3.5% of Labor	1	LS
2.00	MATERIALS	1	LS
2.10	MATERIAL WASTE/INFLATION 7.5% Material	1	LS
3.00	EQUIPMENT	1	LS
4.00	SUBCONTRACTORS	1	LS
6.00	BURDEN 43.7% of Labor	1	LS

COLUMN SUBTOTALS	
Fee for work by Subcontractor	0.0%
Profit	10.0%
Overhead	10.0%

E	F	G	H	I	J	K	L	M	N	O
Labor Unit Cost	Labor Total Cost (C x E)	Material Unit Cost	Material Total Cost (C x G)	Equipment Unit Cost	Equipment Total Cost (C x I)	Subcontract Unit Cost	Subcontract Total Cost (C x K)	Supplemental Work Sheet	Supplemental Total Cost (C x M)	Subtotal
\$ 2,360.25	\$ 2,360.25							\$ -	\$ -	\$ 2,360.25
<i>Expendable Tools, Consumables, PPE/ Safety Supplies, Masks, Gloves, Hard Hats, Vests</i>										
	\$ 82.61							\$ -	\$ -	\$ 82.61
		\$ 760.84	\$ 760.84					\$ -	\$ -	\$ 760.84
			\$ 57.06					\$ -	\$ -	\$ 57.06
				\$ 300.00	\$ 300.00			\$ -	\$ -	\$ 300.00
						\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,031.43	\$ 1,031.43							\$ -	\$ -	\$ 1,031.43
	\$ 3,474.29		\$ 817.90		\$ 300.00		\$ -		\$ -	\$ 4,592.19

SUBTOTAL CHANGE ORDER AMOUNT	\$ 5,556.55
Bond and Insurance 2.0%	\$ 111.13
Commissioning 3.0%	\$ 166.70
GRAND TOTAL CHANGE ORDER AMOUNT	\$ 5,834.38

Mauldin Drilling, LLC

Estimate

P.O. Box 131
Williamsburg, NM 87942

Date	Estimate #
6/23/2025	634

Name / Address
SmithCo Construction Inc. PObox 45 Caballo NM 87931

			Project
Description	Qty	Rate	Total
T or C city well # 2			
Pull old pump		4,200.00	4,200.00
SP9M-3 stage Simmons Submersible pump w/ 125hp 460V 3 phase submersible motor & shroud		23,550.00	23,550.00
378 ft. - 6 in black T&C sch 40 steel pipe		11,300.00	11,300.00
4-0 wire		49,400.00	49,400.00
12" x 6" pitless adapter		20,000.00	20,000.00
#5 soft start pumping panel (for verible speed drive add \$9500.00)		11,500.00	11,500.00
Installation of equipment		6,000.00	6,000.00
		Subtotal	\$125,950.00
		Sales Tax (6.5%)	\$0.00
		Total	\$125,950.00

Fw: Well #2 Pump Narrative

From Foreman, Jamie <jforeman@torcnm.org>

Date Wed 6/25/2025 8:29 AM

To Holguin, Jocelyn <jholguin@torcnm.org>; Whitehead, Gary <gwhitehead@torcnm.org>

Hello,
Here is the narrative from Quaid and Maulin drilling.

Thank you,

Jamie Foreman(she/her)

Interim Water Supervisor
505 Sims St
City of Truth or Consequences, NM 87901
575-740-4342 office
575-740-5995 cell
jforeman@torcnm.org

From: Quaid Muncy <Quaid@smithco.cc>

Sent: Tuesday, June 24, 2025 16:36

To: Foreman, Jamie <jforeman@torcnm.org>

Subject: Well #2 Pump Narrative

Jaime,

Below is what Dave Mauldin sent me:

Hi Quaid, Our experience with turbine pumps that are around 20 years old or older is the column pipe will be rusted to the point of having to be replaced. The shaft is wobbling because the bearings of which there is one every ten ft from top to bottom will all be worn out and both shaft and bearing will need to be replaced. If we need to we could go for a slightly less pump (700 GPM @ 400ft. of head) which get us into a 100HP motor and smaller wire too. Just let me know if there are more questions.

Thanks

Dave



Quaid Muncy

Project Manager, **Smithco Construction, Inc.**

☎ [\(575\) 894-6161](tel:(575)894-6161)

☎ [\(575\) 740-1660](tel:(575)740-1660)

✉ quaid@smithco.cc

🌐 www.smithco.cc

📍 6 King Canyon Loop, Caballo NM, 87931

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*Gary Whitehead
City Manager*

6-18-2025

Cindy Ortega
Compliance Officer
Drinking Water Bureau
Water Protection Division

Subject: Response to Sanitary Survey 2025

Dear Ms. Cindy Ortega

I am writing in response to the Sanitary Survey Notification we received May 31, 2025. There were 20 deficiencies that were identified at the time of the survey. As of today, we are in the process of fixing all 20. This is the outline of how we would like to achieve them.

We are currently gathering quotes to rehabilitate the building and well shaft at Well #2. This will include tear down of the current building, building a new building that will not allow pests inside, and replacement of the shaft to stop the leaking of the pump. This will take care of all the deficiencies at Well #2.

Cook St and the Upper Zone tanks are part of a current project. The contractors will be taking care of the ARVs, the seal at pump #2 and the level indicator at Upper Zone. The ARVs at Cook St. will be removed as they are not necessary at this location. The Seal on Pump #2 at Cook St. has been removed for repair and will be reinstalled. As our tanks are put on SCADA the old Level indicator at Upper Zone will be removed. All the tanks will be inspected in July and August of 2025; they will be taking care of leaks in the side of the tank caused by an old sample site.

City of Truth or Consequences crews will be turning all the vents downward on Wells 1 and 7. The crew will also be sealing the bolt holes at Well #7 and #8. Pictures will be taken of all the hatches at the tanks and sent to the Drinking Water Bureau as verification of the hatch locks. At Well #8 a well vent will be installed by either the City of Truth or Consequences Water Department or a local Well installation company.

We appreciate your collaboration and support throughout the process of achieving compliance with the NMEW Drinking Water Bureau Sanitary Survey. If you have any questions or require additional information, please contact us.



Thank you,
Sincerely,

A handwritten signature in blue ink, appearing to read "Jamie Foreman", with a large, sweeping loop at the end.

Jamie Foreman
Interim Water Supervisor

CC:
Gary Whitehead
City of Truth or Consequences City Manager

Jesse Cole
Contracted Operator
4X4 Services.