

Rolf Hechler
Mayor



Ingo Hoepfner
Commissioner

Destiny Mitchell
Mayor Pro-Tem

Chaz M. Glines
Commissioner

Amanda Forrister
Commissioner

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673
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Gary Whitehead
City Manager

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, SEPTEMBER 9, 2026; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Presentation of new Sanitation Department Freightliner. Andy Alvarez, Sanitation Department
2. Divers for Life 27-Meter Dedication Dive – Sam Hernandez. City Manager Whitehead

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, August 12, 2026
2. City Commission Regular Minutes, August 28, 2026
3. August 2026 Accounts Payable

G. NEW BUSINESS

1. Discussion/Action: MOU between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program for the use of the Gardner Learning Center. City Clerk Torres
2. Discussion/Action: Approval of Memorandums of Understanding for the successful completion of a Riverwalk Trail along the Rio Grande, located in Ralph Edwards Park in Truth or Consequences, New Mexico. OJ Hechler, Community Services Director
 - a. Chamber of Commerce
 - b. MainStreet
 - c. Turtleback Trails Network
 - d. Jornada RC&D

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Approval of Resolution No. 19 26/27 Authorizing NMFA Water Project Fund Loan/Grant Agreement WPF-6947 for Wastewater System Improvements. Assistant City Manager Alvarez
2. Discussion/Action: Resolution No. 20 26/27 for use of canopy tents by governmental agencies and organizations approved by Lodgers Tax Advisory Board. City Clerk Torres

I. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING SEPTEMBER 23, 2026 AT 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: C.1

SUBJECT: Presentation of new Sanitation Department Freightliner
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: September 2, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Andy Alvarez, Sanitation Department

Summary/Background:

The Sanitation Department would like to take this opportunity to present its new 2026 Freightliner sanitation truck to the public and the governing body.

Recommendation:

None. Presentation Only.

Attachments:

- N/A

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 9-9-26



From the desk of
Sam Hernandez

Gary Whitehead

City Manager

City of Truth Or Consequences

505 SIMS St.

Truth Or Consequences, NM 87901

Email: mailto:gwhitehead@torcnm.org

Dear Mr. Whitehead,

Thank you for meeting with me on August 16. I appreciate your time and insights. Following our discussion, I am pleased to inform you that I have received the official invitation letter from the Fort Lauderdale Swimming Hall of Fame. The dive is scheduled to take place within 70 days from now, during the last week in October.

As we discussed, I am seeking sponsorship—either a \$5,000 contribution or in-kind support such as airfare and accommodations. This partnership would prominently feature the city logo and name on windbreakers, swimsuits, and other city paraphernalia, ensuring maximum visibility for Truth Or Consequences throughout the event.

Additionally, as a volunteer swim coach with the Tiger Sharks, I would like to include our community's young athletes in my interviews, further showcasing the local talent and spirit.

This event presents a unique opportunity to highlight our community on local, national, and international stages. I would welcome the chance to meet again to explore how we might collaborate effectively. Please let me know a time that works best for you.

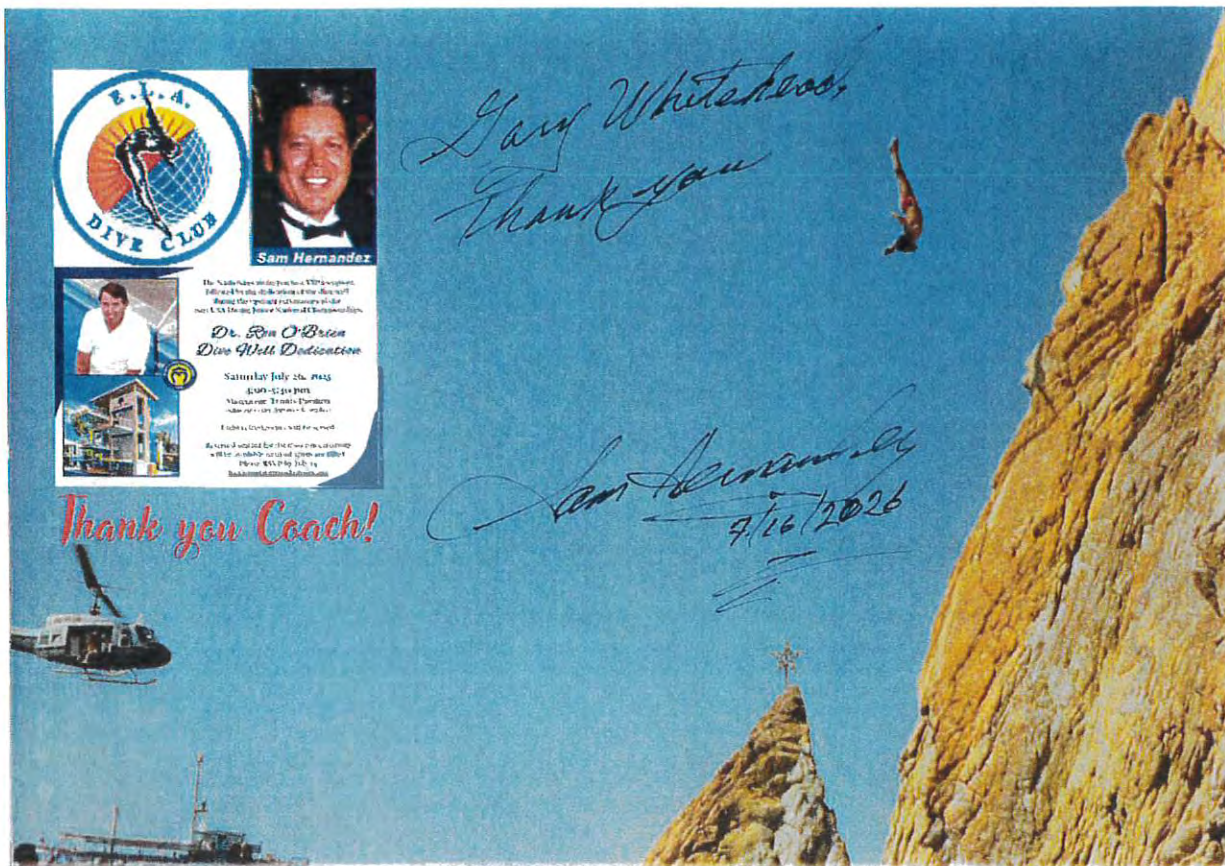
Thank you for your continued consideration and support.

Sincerely,

Sam Hernandez

Resident of Truth or Consequences,

New Mexico Telephone: 575 — 386 — 2872



Acapulco Cliff Diving Champion ★ ★ ★ ★ **SAM HERNANDEZ** ★ ★ ★ ★ Two Time World Record Holder
 1st and only American to win Acapulco Cliff Diving Championships twice in the 20th century. 1977 - 156 ft. and 1980 - 158 ft.
 1974, 1977 1979 & 1980 As seen on ABC Wide World of Sports, CBS , NBC & ESPN.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: C.2

SUBJECT: Divers for Life 27-Meter Dedication Dive – Sam Hernandez

DEPARTMENT: City Manager's Office

DATE SUBMITTED: September 1, 2026

SUBMITTED BY: Johanna Muñoz, Executive Admin Assistant

WHO WILL PRESENT THE ITEM: Gary Whitehead

Summary/Background:

Sam Hernandez, a City resident and founder of Divers for Life, has requested City sponsorship of a planned 27-meter (88.5 ft) commemorative platform dive at the International Swimming and Diving Hall of Fame in Fort Lauderdale, FL, scheduled for October 2026 in recognition of the nation's 250th anniversary. Mr. Hernandez has requested to display of the City name and logo on event apparel and inclusion in event promotional materials and media coverage.

Recommendation: Allow Mr. Hernandez to use the City name and logo in connection with the event.

Attachments:

- Letter from Sam Hernandez to City Manager Gary Whitehead
- Card/photo from Sam Hernandez to City Manager Gary Whitehead

Fiscal Impact (Finance): No

[Click here to enter text.](#)

Legal Review (City Attorney): No

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 9-9-2026



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, August 12, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: September 3, 2026
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 9-9-26

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, AUGUST 12, 2026**

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Chief Financial Officer
Luis Tavizon, Chief of Police
Carlos Miyagishima, CPO
Pat O'Hanlon, Librarian
OJ Hechler, Community Services Director
Tara Manning, Animal Shelter Supervisor
Jamie Foreman, Water/Wastewater Supervisor
Cesar Galacia, Parks Supervisor
Bob Messina, Golf Course Supervisor
Thomas Cool, Facilities Management Supervisor

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Hechler moved to approve the agenda as submitted. Commissioner Hoepfner seconded the motion. Motion carried unanimously.

C. PUBLIC COMMENT (3 Minute Rule Applies):

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

- I'm here with a few updates on what we have going on, it's a lot right now. Tomorrow is the final walkthrough of Foch, we are thrilled to finally have this project wrapping up. There are a few last punch-list things that need to be finished, and then it will hopefully open soon, we're planning a tentative ribbon-cutting ceremony and celebration on Second Saturday Art Hop in September. Even though the street will have been open for a while at that point, we figure that's a good time to get people downtown and probably close the street off, celebrate, have people walk it and really check it out, it's looking really nice. There are new lights with speakers, there are no cameras on the street, for the record, but there are speakers playing music, and I know the city is working on the timing and type of music being played, that's a work in progress, but we're excited to have all of those things there.
- We had our final Dancing in the Streetlights concert on Friday, it was great despite the dust storm that blew in, there was still a great turnout, people enjoyed coming out, dancing, and being downtown.
- Or Levitt music series kicks off next month, September 10th, and that will be 7 weeks in a row. It's a lot, but it's going to be really fun, we've got some great artists coming to play. It will be a different genre of music every week, so I have been telling people that you're not necessarily going to love every one, but it's going to be different types of music and every show will be different. That's Thursday evenings in Ralph Edwards Park from 6pm-9pm. It's family-friendly, it's free, we really want to get as many folks in the community out as possible, we're working on getting thousands of small fliers with the schedule printed so we can get those distributed to everyone.
- We have a grant-funded program starting up, it's called Socially Savvy T or C. It's basically a best practices in social media marketing for businesses, so how to post, how often to post, how to get a following. The first part of it is a free seminar open to anyone in the community, taking place on August 24th at the Geronimo Springs Museum. We're having a seminar at 10:00am and one at 5:30pm, identical sessions, just to fit different people's schedules. After that, MainStreet District businesses can apply to be part of a small cohort that will have some more intensive training. The goal of this is to get those businesses in particular to put out a lot of really good social media content going into the Fall and Winter tourism

season, and just have downtown T or C represented well on social media with interesting things.

- We've got a bunch of other partnerships and projects going on this Fall, we're working with Tree or C on a tree inventory and some tree training, we are helping support the Oktoberfest, we are working on funding for our wayfinding signage project, Halloween, Christmas, all of that good stuff. Thank you and please let me know if you have any questions.

D. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Discussion/Action: Public Hearing and Final Adoption of Ordinance No. 774 General Obligation Bonds, Series 2026.

Chris Muirhead, Modrall, Sperling: This is an ordinance you're familiar with, this will be the fourth and final installment of your general obligation bonds that were approved in November of 2022. At that point, \$3 million of bonds were approved, \$1 million related to public road improvements, and \$2 million related to the city's water and wastewater system. To date, there have been 3 prior issues that have used up a little over 75% of that, the bond issue in front of you now is the remaining \$630,000 with \$190,000 going toward streets and \$440,000 going toward the water/wastewater system. The NMFA, as in the prior issuances, is the lender, and they've approved this with 10% of it being a disadvantage 0% interest rate, the other 90% at market rates, and they are a AAA-rated entity that gets AAA rates on their borrowing. The ordinance sets forth the same structure that you've seen, which is property taxes that pay back these bonds, so there's ad valorem taxes in place that have been producing enough revenues to pay the existing debt, plus this debt, without an increase provides for the form of the bonds, and notably delegates to the City Manager and the Mayor to accept the pricing terms with the finance authority when this prices in a couple of weeks, it will close the end of September, and those monies will be available for your projects at that time. Mr. Valenzuela is also here if you have questions.

Mark Valenzuela, Bosque Advisors, LLC: I would just simply echo what Chris has said, everything is in line, and we would certainly recommend your approval of this ordinance today, to keep moving forward on the transaction. One other thing I would say is, as Chris mentioned, this is the last piece of the election from 2022, and under state law, we have to get this sold by November 2026, so November of this year, so we will make that time frame and it will all come together very nicely. I'm happy to answer any questions that the Commission may have.

Mayor Hechler: I think we've heard this several times now, and we're pretty much up to speed.

Mayor Hechler opened the public hearing.

Opponents:

There were no opponents.

Proponents:

There were no proponents.

Mayor Hechler closed the public hearing.

City Manager Whitehead: I will just make a couple of comments on the practical useful side. Again, one of the requirements is that 5% of the bond proceeds get either allocated or spent within the first 6 months to meet that obligation. At the last meeting, you were made aware that we did receive a water trust board grant for \$2.3 million for our wastewater plant, so we will be obligating \$270,000 of these funds to be the match portion for that particular project. At this point, once the ordinance is in place and the bonds are sold, we've met the beginning obligation for those funds. I'll give you more on my report about other spendings with the bond funds that we currently have.

Mayor Hechler: I just have one comment, I want to thank the community of Truth or Consequences, New Mexico, for this bond initiative. This has allowed us to leverage that money to receive tens of millions of dollars for our community, to make the needed improvements that we are in the process of doing right now. It's resulted in a boom for this community, it will make it better, stronger, more ready for the future, and I want to thank the citizens of our community for having given us the faith to follow this through.

Commissioner Glines made a motion to approve Ordinance No. 774 General Obligation Bonds, Series 2026. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Attorney Rubin: The one I'm seeing in the packet says 772.

Chris Muirhead, Modrall, Sperling: that's just a mistake on there, we will change it to reflect 774.

E. REPORTS:

City Manager Whitehead reported the following:

- We received the notice of obligation for the Police Department this week, Finance will finish working on the contract and get that in place. We should be starting that project here within the next 30 days or so, so we're excited about that.
- Both of our water projects, as you just spoke about with the bonds, both shovel-ready and WSPI-1 are moving along nicely, you can see some nice activity going on down on South Broadway. Kudos to that construction team, they're working in a really tight corridor, moving in a methodical way, and working with the business owners to make sure everybody has access. They're cleaning up behind properties, so I really want to thank that group. Likewise, WSPI-1's primary focus is to provide us 8 pressure-relief valves, but we had some water lines that had to

be started around the schools. They did get those lines put in, we still have to make a connection at the elementary school, but we're working diligently with the schools, we'll perform that operation like we did at the high school where we'll do it in the middle of the night so that we're not disrupting the school and having to shut that down. We've done our best to keep that, and I want to thank that construction crew for being willing to make those accommodations, it's tough to have to come in and work at midnight until 4am, but we're doing everything we can to make sure we're as least disruptive as possible.

- Currently, we still struggle with water leaks. Last night, when I checked the inventory, and I hate to call it that, but we have about 20+ work orders in our system. Not all those work orders are necessarily leaks, we are keeping track of all the work and we do have some meter cans and sewer taps and those things, but we do have 20 active projects going. The water leaks off of Third street continue to plague us, every time we shut water off, we turn it back on, and we pop another water line in those areas. Most of them are service lines, but we are struggling with that. We did get back to a full crew, we have a full compliment of employees. Again, we're in training and trying to get that done. We are working with our contractor to help us pass and get some of those done.
- I'll talk a little bit about streets; we've been trying to get as nimble as we can on streets. First of all, this morning, we're trying to finish Daniels Street. The subcontractor that was doing the Foch paving, we went ahead and did a purchase order with them, since they were right in the area, to go ahead and take care of that little strip at Daniels by Bank of the Southwest and Morningstar. That was a small patch of road that was just really bad, so we're going to get that fixed, they will get it done by Friday, that's all set, they're shaping it today, so we'll have Foch and Daniels done. The only two streets in downtown that will need repair are the rest of McAdoo and Clancy, and then Jones Street. Both of those are scheduled for water lines in the next two projects, and we do have the funding in place to do the roadwork on both those projects. So we'll get the water lines put in on both of those roads, and then we'll come back in and do a mill and fill and repair some sidewalks where we can on both of those roads. So if you drive through downtown, effectively within the next year, all the roads in downtown will have a re-surface on them from end to end. We're excited about that.
- Assistant Manager Alvarez and I met with an engineering firm to start the work on Marie Street. We've actually met with two engineering firms, and we've asked them both to give us a proposal for the Marie Street project. Again, we have about \$1.7 million that we'll spend there. We're definitely going to work on the dam part on Marie Street right off the golf course, we need to get some design work there, and then see how far we could stretch repaving Marie Street, so we're excited about that.
- Friday morning, we'll meet with the contractors, we have a contract on our agenda today to approve with Bartoo for materials. We hope to get that active pretty fast, and we'll start on Cherry Lane. We did replace the water line on Cherry Lane, so we will now be going and using the bond funds we have to do an overlay on Cherry Lane, we're trying to get that done as quickly as we can.

- We do have statewide price agreement quotes on Arrowhead, as well as a few other streets in T or C. We're going to do a fog seal on Foch Street, protect what we have there, so we've got those items going.
- At the end of the month, the municipal league will be having their annual meeting in Las Cruces, which is really nice. We're taking a few extra members of staff, since it's so close. But as you'll notice, we did have to amend our meeting schedule, so we will be meeting on Friday of that week, as Wednesday is the main day of the municipal league conference. So we'll be having our business meeting on 9:00am on Friday, and I thank the Clerk for setting that up for us.
- Finally, I did receive an email regarding cybersecurity at our water/wastewater infrastructure, many of you may have seen that on the news. We have convened a meeting with our water team, we're going to bring in our engineer, I've met with our engineer to talk about our vulnerabilities. Again, our system is really pretty manual, with the exception of our SCADA system, so somebody could actually get into our SCADA system and shut off one of our pumps, they could shut off some mechanism at the wastewater plant, but they're all manually controlled as well, so it would be something that would be seen quickly and we could return to full operations. But we are going to convene a meeting with the team, with the engineer, and make sure we're aware of any other vulnerabilities we might have in that space, and we're going to get that done next week. With that, I will stand for any questions I could potentially answer. I was going to talk about Foch Street, but Becca took my thunder.

Mayor Hechler: When is the final walkthrough again?

City Manager Whitehead: Tomorrow morning we will have our final walkthrough. I plan to be on the street, the project manager will be there this afternoon, so he and I and potentially Traci will walk and just look at anything we think needs to be fixed before tomorrow, we'll do the final walkthrough, and then it's up to the contractor and the engineer to determine when they turn the road over to us. Our hope is that Friday morning, we'll be able to open the road for drive traffic, but we won't know that until – the contractor has to release it to us before we can do so.

Mayor Hechler: Just in general terms, one of the discussions with local folks has been about the music on Foch Street.

City Manager Whitehead: How much they all love country music?

Mayor Hechler: Yeah, what are the plans and regulations for that, and how are we going to make sure that it's played at appropriate times, and not too loud, and all that?

City Manager Whitehead: Well I appreciate that. Obviously, it's been on for about a month, and we just have it really on a manual control, they turned it on for us. It's an application on your phone, just like you would run any Bluetooth application. We're hoping to get some training this week on the full functioning of this app, it's been a little challenge to figure it out, but we think what we'd do is probably set a schedule Sunday

through Thursday where it would be 9am-5pm or 9am-6pm, get the tone set right, and then maybe Friday and Saturday's a little different, we've also talked about holiday schedules like during the Christmas season. If you look at the application, it's a static set of radio stations that are available, you can't sit there and pick and choose music and make a playlist, it's a wide variety, so it'd kind of hard to find one channel that plays a little bit of everything. But as soon as we get a little more training and understand the app, we're going to get it dialed in to be something like that. And it does reset, the problem we've had with the volume is it seems that when it goes off at night, the next morning it resets at the highest volume, so that's where we've received some challenges where no one's there and then you go down the street and it's pretty loud. But we will work that out.

Mayor Hechler: Alright thank you. I think this community is classic, so we should do a lot of classic rock.

City Manager Whitehead: I hear that a lot. It would be nice if we could play the local radio station, I think that would be a nice flair, just to have that, but it doesn't give us that option yet, so we'll work through that. We'll let Becca figure that one out for us, Becca and OJ.

a. Department Head Reports.

OJ Hechler, Community Services Director:

- I appreciate our Public Services department leaders for being her with us this morning. They will each provide a brief report on the work they are currently undertaking and the services they provide to our community. I want to thank them for their continued work. We have everyone here this morning in the Public Services departments, with the exception of our pool supervisor, he couldn't be here this morning, but he did prepare a report for the Commission.
- On behalf of Stephen Glines: "A brief update on how the pool season is progressing and how current operations are going; it goes without saying that we are an outdoor pool that is very weather-dependent. Currently, with our \$1 entry fee per session, we see anywhere from 25 patrons a day, to over 100 when we have our pool parties. We have a new computer system that enables us to track customers and our busiest usage hours. We continue to service our lap swimmers, aerobic participants, therapeutic swimmers, private programs, state programs, federal programs, and of course our general public. We continue to book and manage pool parties on a weekly basis. The \$1 fee has let us continue to see very high levels of usage every day. We currently have adequate staffing, although we have lost several lifeguards to high school and college. Keeping the chemicals correct continues to be a daily task, and we are constantly checking and adjusting the system to keep our swimmers safe. State of the art center pumps were installed that are connected to the computer system. These constantly adjust the chemical levels and are very easy to use. Operations continue to run well at the pool and we are always open to comments and

suggestions." With that, are there any questions on the swimming pool? If none, I will open it up to the Public Services leaders.

Tara Manning, Animal Shelter Supervisor:

- From January to July, we've had a very successful year. We've had 398 animals come into our building. Out of those, 89 have been adopted and 16 of those adoptions were done in one day, which we're very excited about, it actually broke our busiest record for adoptions. We've had 116 return to owners, which is the highest it has been for this time of year. We've also had 103 go to rescues, so it's been really successful. We have a current 93% save rate, so we have maintained our no-kill shelter status for over a year, and we're still growing from there. As you know, we do have a medical grant that we have from Best Friends, it does expire next month. There is still funding in there, and I have talked to them, they are working on an amendment that we will bring to you next month probably so that we can continue to use it before it expires.
- Next month, on September 10th, will be our fourth time doing Dog Is My Copilot just this year, our fifth time overall. We're really excited, we've gotten a lot of dogs out because of that, and a lot of long-term dogs out, which makes it even better.
- We are currently in the process of the building plans for our expansion, and I can't wait for that to happen. Hopefully it's completed tomorrow. I can dream, right?
- As you know, every year, there is the New Mexico Humane Conference that's in Albuquerque, and I get the honor of going every year. This year is a little different, I get the honor of actually presenting a course for the first time, so I'm super excited, and I will be filming it for anybody who wants to laugh and cry with me, because I'll probably be crying up there. That's all I have for the shelter.

Pat O'Hanlon, Librarian:

- As of June 30th, 2026, the end of the fiscal year, the public library has approximately 57,472 circulating items in our collection. During fiscal year 2026, the total number of people who visited our library was 20,235. We checked out 14,718 books and other library items, issued 123 new library cards, and added 565 new items to our circulating collection. Our story time summer reading and other programs welcomed 1,504 children and adults for crafts and story reading hours during the year. We have now added a Friday afternoon reading and discussion program at the branch for participants of any age who would like to participate. Our public computers were used in 3,029 individual sessions, averaging 30 minutes to several hours per session. We no longer limit the length of our public computer sessions, since so many of our patrons now use their own devices: laptops, tablets, etc. and they use our wireless system even more than our wired network. The New Mexico State Libraries annual report, which also serves as our application for continued state funding, opened on July 1st, 2026. It consists of thirteen sections of questions, both state and federal, detailing the library's services to the community. This year's report is required to be completed and returned on or before August 17th, and just as a footnote, it has been returned already. Its

acceptance will determine our continued eligibility for the state grants and aid, as well as for our participation in the state's GO bond program, and other government grants and assistance. That's all I have today, if you have any questions.

Mayor Hechler: Pat, could you talk a little bit about your online services?

Pat O'Hanlon, Librarian: What would you like to know?

Mayor Hechler: How can people access them?

Pat O'Hanlon, Librarian: The state library has set us up so we do have access to [online classes](#). It goes through our library to their library, you log on, you can log on using one of the library's computers, your own home computer, or even your phone if you want to. There are hundreds of classes on just about any subject you want. The ones we are the most successful with are actual online education. You want to know how to use your computer? You can get online and it will teach you. Does that answer your question?

Mayor Hechler: That's part of it, and how about checking out books and things of that nature? How does that work?

Pat O'Hanlon, Librarian: We can't check out books online, we can put them on hold online, and they'll be in the library waiting for you when you get there. Or, if you have some physical reason you can't get to the library, we can check them out and bring them to you.

Mayor Hechler: Oh, so we have a delivery service? Wow that is cool.

Pat O'Hanlon, Librarian: Yes, it's called library outreach and yes, we can do that.

Mayor Hechler: Alright, thank you.

City Manager Whitehead: I would also point out, there's something I hadn't thought of with the online or the computers, the other day when we were there doing our interview and talking, there was a business owner in there using the computers to print the estimate that he needed to take to a customer because his printer at home was not functioning. I think we lose sight of the fact that the library can be a hub for business as well, I thought that was really good. And I would also just like to thank the library, we had a cooling center twice this year, and the library was gracious enough to host us, we kept it open for another hour, we had water, and we had various staff man it, the library was gracious to keep the doors open. Again, the library is more than a place to just get books. We're really using it and they do a lot of things for the community, so thank you for that.

Pat O'Hanlon, Librarian: Thank you for that, we do try.

Cesar Galacia, Parks Supervisor:

- We're staying busy. They told me it was only going to stay busy in the summer, no it's all year long, but it's been fun. Right now we're busy with mowing and weeding.

We also have soccer going on right now, we have more players this year, a couple more teams for the youth 12, and we're just keeping up with the fields there.

- Other projects we have include fixing water leaks in our parks, they're always busting.
- Things on our to-do list this winter or during off-time include:
 - Fixing a water line that always seems to bust at least 10 times during the summer, we're going to replace that whole line. My plan is also to redo the sprinkler system at the ballfields at C Field, because I don't always get full water pressure on all the grass, so there are some dry spots and I end up having to over-water just to get it watered, and it floods the other parts of the field.
 - Another plan is to rototill A Field, not the whole field, just the very end of it by the outfield where we don't grow any grass. We have water there, we just don't grow grass there right now. So the plan is to rototill it, get some compost on it, and hopefully by Spring next year, we'll have grass there.
 - We're also working with Tree or C on the tree farm. We will hopefully be doing it next month. That's about it for us, if you have any questions.

Mayor Hechler: A Field, is that the one closest to the road?

Cesar Galacia, Parks Supervisor: Yes, sir.

Mayor Hechler: And you're talking about the outside edge?

Cesar Galacia, Parks Supervisor: Yes.

Mayor Hechler: You know, I was thinking about that the other day. I was thinking that it's always hard to grow grass there, but you might consider rototilling that and making kind of an apron on the back like a warning track because when people are shagging flies, they've got their eye up there, and in their peripheral vision, they can see that, "Oh I'm getting on the ribbon close to the fence." As a warning that they're going to hit the fence if they don't slow down or change directions.

Cesar Galacia, Parks Supervisor: Yes, sir.

Mayor Hechler: It would solve two things: One is that you wouldn't necessarily have to grow grass there, and the other thing is it would protect some of your outfielders so they wouldn't run into the fence.

Cesar Galacia, Parks Supervisor: Yes, I completely agree. That was on the plans last season for the All Stars Tournament, but we ran short on the red dirt. But there's definitely a better possibility of going that direction when we get some more red dirt.

Mayor Hechler: Yeah, just keep that in mind. It's your show, I was just thinking about that the other day, I used to shag a few flies in the outfield and I stumbled over a fence once or twice.

Cesar Galacia, Parks Supervisor: Yes, sir. I've done that as well.

Commissioner Forrister: I feel like we should have him demonstrate that so that we know exactly where we should be working.

Cesar Galacia, Parks Supervisor: I agree. Thank you.

Mayor Hechler: Thank you.

City Manager Whitehead: Just to add on, I do receive a lot of compliments from people driving through town, when you see the baseball fields, they really do look great, and the problem is that field looks so nice now when it's mowed that those dry spots that aren't growing really show up a little more. We've got it in our vision, but all the way through town we do receive a lot of nice compliments that the city, at least on the main streets, is looking sharp. Part of it is that the baseball field area looks really great. Thank you to the Parks crew.

Bob Messina, Golf Course Supervisor:

- I've been at the Golf Course for 17 months now, and I want to circle back just for a second, because there are five people in the room that came to our work party last June in 100 degree temperature, and we did an experiment which was digging up all the sprinklers on fairway 1 and 2, which totaled 35 sprinklers. That work day changed the progress of the golf course because we got control of it that day when we put valves on all the sprinklers, and we can now actually water what we want with the pumps that we need in the space that we need, and that progress was just unbelievable. Today, we have 6 new greens that we can reliably water because we got that right. It was an experiment, we didn't know, it's a lot of work, digging up sprinklers, for example, we had 1 hole 5, which is a par 5, 500 and some yards long, we found 30 sprinklers over the winter that were buried 3 feet deep, it's been really tough, a difficult task.
- But I want to thank you for approving the pricing that we changed on the Golf Course, there were some changes that were made and the intent was for those changes to go directly to the people who come down for the winter, but what's happened as the Golf Course continues to improve is the residents here who are coming out saying, "I'm going to take a chance on this and buy one month membership." Then they come back and buy three, and so that change in pricing has done two things: One, now parents can come out with their kids under 17 and play for free, so we have more kids on the Golf Course, we have more parents that are happy, and in addition to that, a lot of people don't realize that at 7am we have 15-20 walkers on the Golf Course walking there because there's grass, the trails are nice, and they're walking their dogs, so there's a lot more going on there than just golf.
- Currently the benefits to the Golf Course today are the daily 7am people. They're there, they're happy to be there, they feel like it's theirs. They'll drive in, walk in, and in addition to that, all the grass that we've grown – the wildlife on the Golf

Course is amazing, you should come see. If any of you want to come see the Golf Course, just come one down, I will ride you around and show you the whole thing, because you can't really get a grip on it from where you're sitting, but you can see it if you come out there. But we have deer on the Golf Course, lots of bunnies, quail, roadrunners, etc. Because of all the growth in the grass, all the wildlife has come in from the desert and is on the Golf Course, especially since we're watering, we are watering those same animals.

- Today, we have a Golf Course that's playable. When I took over with Gary, that Golf Course had no grass. Today we have good reviews, if you look online, the reviews are positive, people are happy to be there, and we're moving forward. My goal was by the end of July to have grass on all the fairways, and in spite of both our pumps not working, we have grass on all the fairways. So I believe we are on our way, the reviews are positive, people are happy. On Saturdays, when I started, we would maybe get two people. Then once we put the new greens in, then it was ten. Now, it's about twenty-five on Saturdays, plus the kids. So we're growing, and this is what I'm hearing, "I would much rather come here and pay \$16 than to go to the other Golf Course and do the same thing for \$80." So it's working. As a community service project, it's working, and the people are happy and so am I. I want you to know, I love my job. Do you have any questions?

Mayor Hechler: Just a comment. It's interesting that you say there are a lot of walkers out at the Golf Course. You know, you can't apply for funds for a Golf Course generally, but you can apply for trails money. And if you want to consider that sometime – I'm not putting the pressure on you now – but if you want to consider sometime applying for some trails money and do maybe a perimeter trail, that wouldn't interfere with the golfers, and you could improve that Golf Course with additional sprinklers and roadways for your carts and things of that nature, but make a perimeter trail of some sort out there.

Bob Messina, Golf Course Supervisor: Well we do have a trail around the perimeter, it would just be a matter of doing that because the disc golf was restructured to follow that outside trail, so that there was no conflict between the golfers and the disc golfers, and not really conflict, it was more of a safety issue, because the disc golfers weren't really watching what the golfers were doing, and they put themselves in danger, so that is already there, and at 7am when I get to work, there are people all over that Golf Course, it's impressive. Thank you.

Thomas Cool, Facilities Management Supervisor:

- First, I'd like to talk about the A/C units at the Animal Shelter, it's been down for a while but we do have it up and running for a short period of time. We do have a couple contractors to get a quote on actually getting it fixed and running. I've got to call him and get back with him and find out about the quotes.
- For the Civic Center, I'd like to have some of those A/C's checked out, I know we have got one that's running overtime and the others seem to be running a little warm, so I want to see about getting those checked out.

- We've been busy moving and setting up the offices for the new City Manager's office at the court, getting them setup and taken care of. Also in the Finance office, doing some furniture for them also, getting them squared away.
- We've also been trying to keep up with the weeds and mowing, trying to keep that going.
- We're also working on a water heater, I'm trying to get that fixed for the Veteran's Museum so they can have some hot water to wash with.
- We're also busy with other calls that come in, so we have to take time out to take care of some of the other calls that need to be done.
- For staffing positions, I have two open positions, I have one guy that came in today, but he'll be here for a couple weeks because he was already setup to go on vacation, but I figure maybe give him a chance to figure out if he's really like the position. I'm not sure when the other guy's going to start, I haven't heard anything back yet, but I will check on that and see what's happening. I think that's pretty much it.

City Manager Whitehead: As we conclude, I would just like to say, public speaking is not everybody's best issue, and I really appreciate the crew coming out, we try to give you guys some information so you feel like you can at least see that we're working. The crews are really working hard. What I'm most proud of at this point is that this team is really working together, Facilities and Parks, they're solving problems together, and that's a good thing, they're really connected and helping each other. I'm really appreciative of that.

b. Police Department Update.

Chief Tavizon reported the following:

- We've been extremely busy at the Police Department, I've had the opportunity to attach myself to a patrol shift schedule and interact with our community members, which has been extremely exciting, just getting a different perspective from the patrol aspect of it.
- For the month of July, we had:
 - 1,067 calls for service; to break it down a little bit, patrol had 709 of those, Animal Control took 163 calls for service
 - 26 motor vehicle accidents for the month
 - 11 sky referrals
 - 57 follow-ups
 - 1 DWI
 - 10 different properties being worked by Code Enforcement
 - 90 traffic stops
 - 25 citations issued
 - 10 arrests
- We are currently still working the SAFER grants, which are specific to traffic enforcement. To reiterate to the public, a lot of people have a misconception that we get some kind of money from citations, we really don't, no agency in New Mexico does anymore. Any penalty assessment goes to the general fund, when

we're out there conducting traffic enforcement, it's strictly for the public safety aspect of it. We're trying to get those 26 motor vehicle accidents down to a much lower number. As you know, the motor vehicle accidents affect us all with our insurance rates and everything, so that's important for us, and then public safety, of course, on top of that. We continue our training, we've launched a public service aid program, some of you may have heard about it or seen it in some of the bigger cities; Las Cruces, Albuquerque, Deming, and some other areas are running it already. We have individuals who have training, have gone through basic academy and academically passed it, but for physical, maybe they had injuries and didn't complete the academy, so we have that training, and we will utilize that training and put that public service aid program into effect. What they'll do is take care of some of the lesser reports that the officers are having to take. They will take any kind of crash on private property under \$600, they'll also take reports of found property and stuff like that, which will fill up officers to take the more important, high-priority calls for service, and also be available to run traffic enforcement on regular shift as well as the grant.

- We're working with City Manager Whitehead on the process for the new Police Department, we've got the notice of obligation so we're moving forward with that. Continuing to fill positions, we're working on our fleet, and you will see a presentation later on in this meeting going over our fleet, numbers, and what we're requesting, as well as a possible promotion if approved for one of the individuals inside. With that, I'll stand for any questions you may have.

2. City Commission Reports.

Commissioner Glines reported the following:

- Summer is still in full swing, including some interesting weather we've had lately, haboobs coming into town are really interesting to see. At least we didn't lose any roofs this time with that dust storm. National Night Out and Dancing in the Streetlights had some good turnouts, it was fun to see. People were still out there in the literal haboob dancing in the street. It will continue growing, and it seems like it has a really solid base right now, so something to check out if you haven't already.
- Foch Street is coming along nicely, I look at it pretty much every day, because I'm downtown on the 400 block of Broadway and Foch every day.
- I just want to reiterate, I also think the parks are looking great right now also. It's nice because I'm out there for soccer season right now, the season has started for the kids.
- Current resident priorities with people are still reaching out to me, and when I went to talk to constituents are: water reliability, road repairs, traffic safety, fixing leaks, potholes, dealing with gravel roads that need repaving, slowing down traffic in neighborhoods, and Kopra right now is a pretty relevant topic that people are approaching me about. The actual asphalt is degrading faster than we can keep up with it, compared to just grading it over and over again. I don't know if we have a process for that going forward.

CITY COMMISSION AUGUST 12, 2026 REGULAR MEETING MINUTES

- I just want to again say I appreciate the everyday work from our boards, committees, volunteers, and city staff that keep everything moving forward. That is all I have.

City Manager Whitehead: Apologies, Which street did you say?

Commissioner Glines: Kopra wrapping around from Love's itself.

Mayor Hechler: It suffered quite a bit with the construction of Love's and the heavy trucks, especially on the lower end.

City Manager Whitehead: Okay.

Commissioner Hoeppner reported the following:

- Most everything was said, but I would like to mention that Art Hop was a big success, I saw people out and having fun. Throughout the Summer season, everybody is a little bit slow, and I wanted to say thank you to all the locals who come out to support the local businesses, even when it is hard with the economy right now. When we do events, they are part of community building, and I'd like to encourage everybody to come out, have fun, and support your local businesses.
- Other than that, yes Foch looks great. I am looking forward to it being opened. I'm hoping that during the holiday season, we don't have to listen to too much Christmas music from the street speakers.
- Thank you for everybody's hard work.

Commissioner Forrister reported the following:

- Time and time again, our community just comes out full force helping with whatever's needed. Right now there are 100 kids selling football gear, shirts for the Alex Carter memorial that's happening September 18th and 19th, popcorn sales for national history class day, etc. So dig in your pockets real deep, help these kiddos out, it goes to a good cause. But like I said, I've seen them all over Facebook, and people don't hesitate to jump and support our community. Very thankful for where we live.
- Secondly, the calendar that is posted on our city website, I don't see it reflecting any of MainStreet's activities, I don't know, does MainStreet have a separate calendar that's public?

Becca Eza, T or C MainStreet: We don't have a very well maintained one at this point, that is on my to-do list.

Commissioner Forrister: Is that something that we think maybe we could put on our city calendar? I know, like going to Ruidoso this weekend, the first thing I do is pull up their city calendar to see what events are happening there when I go. I think we are having so many cool events happening through MainStreet that it would be nice to maybe have those on our calendars.

Becca Eza, T or C MainStreet: The tourism board does maintain a good Sierra County Tourism website, and they pull events from other things that they see, so that is a good one, but yeah, I should get the MainStreet ones to the city calendar.

Commissioner Forrister: Okay. I think that would just be a really neat thing to have on there. And then, with the Foch Street update, if you guys want me to have access to the speakers and play music, I can do that, so just let me know. I'll be the keeper of the music, and play all the country for Ingo.

City Manager Whitehead: Sounds like a competition between the two of you.

Commissioner Forrister: Let Ingo and I have control of the music.

Mayor Hechler reported the following:

- Toward the end of July, I had the opportunity to present the Destination Forward grant. The grant was prepared by Gina Kelley, who does a wonderful job for our community and the Lee Belle Johnson center. For the actual slideshow, I got a lot of help from Carrie Gaston, our PIO, to put that together. I was able to present the overall presentation, and it was very well received, in fact we were complimented on the presentation so that was nice. We basically asked for funding of \$500,000 for stucco, HVAC, roof repairs, water remediation, and additional foundation stabilization if it's needed, because we already have \$500,000 that we're going to use for that. The grant itself has \$16 million available, of course there are many more requests than money available, as usual, but I think we're very competitive and we should get some money for this project. I'm looking forward to hearing back from them.
- Toward the middle of last month, I presented to the Legislative Finance Committee in charge of transportation, revenue, and infrastructure. It's a subcommittee comprised of senators and representatives from around the state. I co-presented with Sierra County Chairman Jim Paxton and Mayor Richard Holcomb. For the T or C area, I talked about our roadways after our waterlines are repaired, and needing \$4 to \$6 million down the road to repair those roadways after water lines are put in. Overall, our water line project is a \$100 million project, that's 43 miles of roadway. Presently, over the five projects we have upcoming, there is about 15 miles of roadway we're going to be dealing with. We're going to need \$4 to \$6 million to repair those roads afterwards. When folks come in to replace water lines, they do some spot fixing, but they don't fix the road. We'll figure out a constructive way to get those things done, either from Colonias or otherwise, but I did present to the Legislative Finance Committee, at least we've got people listening to us, and hopefully down the road we'll have some luck in that regard.
- I have been working on the possibility of a disaster declaration with Representative Dow and my counterparts in Elephant Butte and Sierra County. We're in the process of holding polling some of our businesses to determine if lake elevations have been affecting their businesses, and by how much. I know some of our businesses are suffering in Truth or Consequences, but especially

Elephant Butte, because of their proximity to the lake. I've asked MainStreet to assist with some of that polling, also the Chamber of Commerce. Hopefully, we'll have some feedback from those folks and from our businesses to see where we are, and if there's an opportunity for a declaration, which I'm hoping results in some funding for our businesses, we'll try to get that done. So we're working on that. Perhaps by the meeting on the 28th, we'll have something put together. That will be our target date.

Commissioner Forrister: Do we need to follow in a declaration of disaster as Elephant Butte and the county are doing? Would it be a supportive thing to do that as well?

Mayor Hechler: Yes, I know the county has done one already, I think the City of Elephant Butte is considering it, they're polling their businesses right now, and we're going through that process as well. I've met regularly with the Mayor of Elephant Butte and the Chairman of Sierra County, and we're kind of working in concert on those things, we'll get that done.

Commissioner Forrister: Okay, thank you.

Mayor Hechler: I've had several discussions about the possibility of opening up some roadways to OHV use, at least travel or pass-on to get to other trails around the county. Talks include the Council of Governments, the national state parks, as well as my counterparts at Elephant Butte and Sierra County. They may give some information down the road that we're working on right now, I can't lay that out yet because we're in the process of it and I don't want to spoil anything, but hopefully we'll have some additional access and it can stimulate some economy in our area with OHV use. That's what I've been working on.

3. City Attorney Reports:

City Attorney Rubin reported the following:

- I don't have a report today, but I will let you know that I am planning, maybe at the next meeting, to give an update to the public about some of the cases we worked on, some of the progress we've made in resolving these matters. So I'll probably get together with the City Manager and we'll coordinate that, and I'll plan on bringing something to you at the next meeting.

F. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, July 8, 2026**
- 2. City Commission Regular Minutes, July 22, 2026**
- 3. City Commission Special Minutes, July 29, 2026**
- 4. Acknowledge Regular Recreation Advisory Board Minutes, June 1, 2026**
- 5. July 2026 Accounts Payable**
- 6. Take Home Vehicle Form: Police Department**

Commissioner Forrister made a motion to approve the Consent Calendar as submitted. Commissioner Hoeppner seconded the motion. Motion carried unanimously.

G. NEW BUSINESS:

1. Discussion/Action: Approval of a Private Street Name – H. Bartoo Street.

Assistant City Manager Alvarez: This private road access came to my attention with potential development of some parcels adjacent in access by the private road. In working with the county for the addressing of those parcels, the county advised to potentially assign a name to that private road so we can assign them correct addressing and meet the 911 requirements. Neither of these parcels are accessible off of Broadway, so we can't give them a Broadway address. I reached out to the property owner of the private road, and he's agreed to submit the application to name that private road, it's owned by Bartoo Sand & Gravel, it's up there where their gravel pit area is, and you guys recently approved a Special Use Permit for one of the vehicle restoration yards up there, and we've recently had a Conditional Use Permit and Variance request that went through our P & Z board and will be coming to you guys at the next meeting that is also off of that roadway. In your packet, you have the request to identify that as H. Bartoo Street. The purpose of the street name is only going to be used for the purpose of 911 addressing, emergency response, utility services, etc. It doesn't dedicate the roadway to the public's use, nor obligate the city to maintain it in any way. It will remain a private road, and be maintained by the property owner themselves. The adjacent property owners are in agreement with having that process. With that, I stand for any questions.

Commissioner Forrister: Is this happening throughout the county, for the use of 911? I know a lot of other people are having to change names to fit what is matching in the 911 directory.

Assistant City Manager Alvarez: Potentially, yes. We have a couple we are discussing with the county, a couple roadways that we may have to look at renaming. But in this particular case, it was simply to address these parcels for development, they've just been undeveloped for so long.

Commissioner Forrister: That's good.

Commissioner Forrister made a motion to approve request to recognize a private roadway identified on Parcel No. 3023079317059 as H. Bartoo Street, as presented. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: ITB #2026-06-012 Road Materials Contract Award-Bartoo Sand & Gravel, Inc.

Jocelyn Holguin, Chief Financial Officer: The city went out for bid for a road materials contract. I would like to have Carlos come up to present it so that he can have more practice, and because he played a big role in getting this packet together for the Commission.

Carlos Miyagishima, Chief Procurement Officer: As Jocelyn said, that is correct, we went out to bid for the road materials ITB #2026-06-012. We want to award Bartoo, as they were the only ones that submitted a bid. They submitted their bid, we received their pricing agreement, I believe I attached it, and I know the one I sent is not the best, but I also put in a cleaner copy this morning, hopefully you have it in front of you. You should be able to see all the details there.

Jocelyn Holguin, Chief Financial Officer: So basically, it's a sole entry. Historically, it's been Bartoo because they're not a single sole-source because there are other companies surrounding us that allow for competition, so we issue the bid based on that concept. But historically, Bartoo is the local, and we've continued the procurement process to stay legitimate.

Mayor Hechler: How does that bid process work? Do you contact other potential bidders, or do you do it as a shotgun approach, how does that get done? I know we have a sole source here, but –

Jocelyn Holguin, Chief Financial Officer: So that's why they're not a sole source, because we can get other materials outside of this area. We publicize in the local paper, that's the first step in the procurement process, but we also reach out to the Albuquerque Journal and the Las Cruces paper, and then we send out email invitations to both Google search vendors with similar aspects of the request we're making, and then we give them the opportunity and open it up. At that point, with the opening bid is whoever shows up.

Commissioner Forrister: And it's just for road materials, so it makes sense to use them because they're here instead of paying somebody to haul it in from somewhere else.

Jocelyn Holguin, Chief Financial Officer: Yeah, because it costs more to haul it in. And they didn't have some items, but then we would go through poly-asphalt or somewhere else.

Carlos Miyagishima, Chief Procurement Officer: I'd also like to point out that this is an 8-year services agreement with a 3% and also 2% increases for the multi-years. As Jocelyn mentioned, it is single-source award.

Mayor Hechler: So those 2% and 3%, those are automatic increments every year?

Carlos Miyagishima, Chief Procurement Officer: Yes.

Commissioner Glines made a motion to approve ITB #2026-06-012 Road Materials Contract Award to Bartoo Sand & Gravel, Inc. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approval of Purchases \$60,000 and over.

a. RJ Border International LP:

Carlos Miyagishima, CPO: We are requesting approval for this item with RJ Border international, totaling \$93,674.70 through a Sourcewell contract, if it is approved. The contract number is 032824. The requisition they're requesting approval for is a CV truck for the back trailer, and I will defer to Jamie Foreman for any details on this purchase.

Jamie Foreman, Water/Wastewater Supervisor: We are interested in purchasing a new vehicle for the sole purpose of towing the vac trailer. Right now we have the 250 that's doing it, but it's not weighted for the weight capacity of that trailer, so it's causing problems with the transmission and brakes. Currently at the Water Department, we have a total of seven vehicles. Two of those are being used solely for meter-reading. Then we have the 250 that is currently pulling the vac trailer, the 350 which is a supply truck, a 150 that we've named the rack truck, that one is for hauling pipe, and we have our admin little kicks that's just for in-town use, and then we have a backup meter truck for our third meter reader. When we get behind on meter-reading, that's the vehicle he uses, it's one of our older vehicles, so it doesn't get around very much. For Wastewater, we have a total of four. We have an older F-150 that's a plant truck, we have the 2019 F-150 that has the diesel transfer tank in the back, and then we have our Water/Wastewater production vehicle that gets used to do all of our rounds for Water and Wastewater productions. We also have the 2024 Silverado, which is the supervisor vehicle, and that's the one I currently drive.

Mayor Hechler: And I'd just like to state for the record that five of the seven vehicles are from 2003 to 2020, and two of the newer vehicles are 2024. Sometimes we get accused of driving around new vehicles all the time, and I know that we take care of our vehicles and generally they're clean and look nice, but we have an aging fleet, and we do need to replace things from time to time or acquire other vehicles. If you'll notice (on slide 3 of the Water/Wastewater Vehicle Presentation), the newest vehicle is a 2024, the other three are 2014 and 2019. So again, it's an aging fleet, but it's a testament that we try to take care of our vehicles, we try to keep them running the best we can, and we try to get as much use out of them as we can before we replace them.

Jamie Foreman, Water/Wastewater Supervisor: Yes, sir. If you look on the previous slide, you can see that our oldest vehicle at the moment has almost 165,000 miles on it. So we do take care of them. The reason we're looking at this new vehicle is, like I said before, the 250 we are currently using to haul this vehicle is not weight-rated for the size

of the trailer, it's currently causing problems with the transmission and we're going through brakes probably every three months, just because of the pressure on the brakes, they're needing to be repaired constantly. It has trouble going uphill because of the transmission, so we can't get to some of the steeper leaks, it makes it a little more difficult. The 250 is rated for a tow capacity of about 15,000 pounds, with the trailer being about 17,000 pounds. And that's just loaded with water, if you add dirt and gravel, that weight goes up significantly. The new truck we're looking at is rated for 23,000 pounds, so it's a big jump, and it is rated to tow this vac trailer. We are also having toolboxes and such attached to the flatbed, so that way it's a one unit, so we can have the new truck with the vac trailer, and then the 250 which is our current supply truck, go with our vac truck. That way, we can split into two teams and hopefully get leaks done more efficiently and effectively. This last slide is an approximation of what that new truck will look like. I will stand for any questions.

Commissioner Forrister: You kind of answered my question already, I asked, well why don't we turn the F-350 that you are using as a supply truck, why don't you haul that and then make the 250 be the supply truck? But you kind of answered that question.

Jamie Foreman, Water/Wastewater Supervisor: And with the toolboxes and the weight, the 350 doesn't have enough power to also pull that trailer.

Commissioner Forrister: And then was this a previously approved purchase during the budget?

Jamie Foreman, Water/Wastewater Supervisor: Yes. It will be split 50/50 between Water and Wastewater.

City Attorney Rubin: I just want to verify one thing, just to make sure I completely understand what's happening, in the packet there is a lengthy contract between Sourcewell and Navistar. We're not being asked to approve that, that's already been done. I guess somehow, and maybe you can elaborate on this, but all we're approving is the purchase order with RJ Border, and I guess they're playing into using this other contract that I'm referencing?

City Manager Whitehead: That's correct.

Commissioner Forrister made a motion to approve purchase requisition for RJ Border International LP in the amount of \$93,674.70 as presented. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

b. Phil Long Ford of Raton, LLC:

Carlos Miyagishima, CPO: This is a 2026 Expedition XL 4x4, which is a vehicle for the police station. Total cost is \$72,886.50 and it's not just the vehicle itself, but it's also going to be an expedition upfit with sound off lighting and everything fully-equipped.

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This is going to be procured through a statewide price agreement, I don't believe I included that, my apologies, it's only on the actual quote where you can see that. It has a number there, it's 40-00000-24-00068 which is specific to automotive vehicles. For any other specific questions, I will defer to Chief Tavizon.

Mayor Hechler: So is this an extra vehicle for your fleet?

Police Chief Tavizon: This is going to be a brand new vehicle, yes sir.

Ayor Hechler: And will it be retiring any other vehicles?

Police Chief Tavizon: Yes, sir. I'll give a breakdown. Currently on the books, what we have is 30 vehicles on the books. 15 of those vehicles should be retired because of mileage and high usage. When you look at a police vehicle versus a Streets Department vehicle, our vehicles are ran hard, they're idled for long hours, so if you look at the hours, they're super high on there. Just for an example, the 30 vehicles is for the entire department, so if you were to retire the 15 that we have, that would leave us 15 vehicles, and then you subtract the 3 that are with Codes and Animal Control, that leaves us with 12 that are within safe mileage. Something to consider when we're responding to calls for service, we have vehicles with high mileage, it's not just the motor an the hours we're looking at, it's also the suspension, the brakes, and everything that is associated with it. So if we're responding in an emergency, we could actually become a safety situation for the public as well, the motoring public. We currently have two vehicles on the street, one of the cadets up at the academy is driving a 2017 Explorer, and it's got about 220,000 miles. The last vehicles we officially purchased as a city was in 2024, we bought two Durango's. In that same year, Dona Ana County graciously donated four Tahoe's to us, but these Tahoe's were also retired from their fleet, so they have anywhere from 162,000 miles to 204,000 miles. The majority of those, the transmissions are out on them. We have one that is semi-operable right now from that donation given to us. In 2025, we received a donation of two vehicles from Santa Fe Police Department, one was a Chevy Tahoe, and the other was a Ford Expedition. The Chevy Tahoe has 120,000 miles and it's starting to get some transmission slippage. The Expedition has 77,000 miles and that thing is still running fairly decent, so that's still out there. It's currently assigned to the detective, so we would like to purchase this vehicle for the detective. He's a local, and then he'd have a reliable vehicle that he can use to respond to any kind of call for service if a 4-wheel drive is needed to get there. The Expedition will be pushed out, the way it's upfitted currently, it would probably be upfitted to our crime scene/PSA. Later on in the agenda today there is an item for some additional vehicles, so we'll look at replacing some of the other fleet then. But there should be 15 vehicles that are no longer operable, going up for auction. City Manager Whitehead and I have spoken with the auctioneer to help with taking some of the equipment down, because we can't sell them as police vehicles, so we have to take the lights and some of the other stuff out, so we're in discussions with that, we're supposed to have a meeting here about that, so those should be off the books here hopefully soon.

Mayor Hechler: Is any of that equipment you take off, is that reusable or is it antiquated?

Police Chief Tavizon: It's pretty antiquated, the design of the vehicles is a little different, we were trying to see if we could put the equipment from the Tahoe into another Tahoe, and the dimensions are just slightly different, I think they do that on purpose just to get us. But yeah, it wouldn't fit.

Mayor Hechler: When vehicles are retired, is that retired from police work, and they're used for commute vehicles, or are they retired altogether?

Police Chief Tavizon: It depends, you could retire them, and if they're in decent shape, you could reassign them to another department within the city, or you could sell them to the public, and then whatever money is obtained from that would go to the general fund.

Commissioner Glines made a motion to approve purchase requisition for Phil Long Ford of Raton, LLC in the amount of \$72,886.00 as presented. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

c. Intraworks Inc.:

Carlos Miyagishima, CPO: The last one I have here is for Intraworks. This is specifically for the new Police Department building, this is for the security system controls. It is a total of \$143,879.40 and it will be under a statewide price agreement, I did include the number there. It's going to be a multiple source fund, and I can break that down. It will be partially paid by the general fund, as well as the PD GRT fund. As far as the specifics, once again, I'll defer to Assistant City Manager Alvarez or Chief Tavizon.

Commissioner Forrister: It does say multiple sources for \$143,000 but on our finance sheet, it has \$155,000. Under the agenda request form it's a different number, what are we approving today?

Carlos Miyagishima, CPO: So originally I sent that one first, and then I noticed my error so I corrected it, and I guess it was left off there, I do apologize for that, the correct number is \$143,879.40.

Commissioner Forrister: Thank you.

Mayor Hechler: So this is for the overall package for the Police Department, so I'd like to know how the finances are working in that regard with this addition, knowing that we've received some funding already, and how that's going to be spent, but what does the package look like now?

City Manager Whitehead: I'm happy to answer, again, our overall PD initial budget is approximately \$800,000. We've set aside some money from the general fund, we've set aside money from the PD gross receipts tax, and then we'll receive the capital outlay

allocation. At the last meeting, you approved the contract with Carrizal to be the contractor at \$550,000 so the vision here would be that they're going to put together the walls, the structure, the carpets, the building itself, and on the electrical side, they'll make all the connections ready. Then, this is the technical package of the design build for the PD. This is all the cameras, the door security, all the assets that the Chief needs to bring that building into full police facility compliance. So that's what you're looking at here. And we're still about \$100,000 under that initial overall package, and the last piece we need to procure is going to be the parking lot itself. The construction will give us a fence, the bull pen, enclose the garage, finish out the interior, this will put together the technical safety requirements, and then we'll look for a contractor under statewide price to finish out the parking lot, and that will be how the project is coming together. This vendor is very familiar with the community and the facilities, they've looked at it before, finance is familiar, so they've looked over this really well, this is a good package, put together correctly, and it's right for our project.

Commissioner Forrister made a motion to approve purchase requisition for Intraworks Inc. in the amount of \$143,870.40 as presented. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Extension of Animal Shelter Services Agreement with Sierra County.

OJ Hechler, Public Services Director: It was brought to my attention roughly three weeks ago that our contract with Sierra County for Animal Shelter services had expired. I did some research, I'll go back to 2023, and if you'll remember, we worked on the Animal Shelter services for Elephant Butte and Williamsburg. Sierra County just never got renewed. I apologize for the wording on the agenda request form, this is not an extension. There was some research conducted, and we agreed that for the time being we would redo a contract with the same terms, same compensation, they would pay us \$3,000 per month, that will buy us a little time. I'm going to work with Tara and City Manager Whitehead to come up with what's reasonable as compensation for the Animal Shelter. We're here to ask for approval of this contract so that we are working under a current contract.

Commissioner Forrister: But we're just approving an extension, basically, of the current contract, and then you're going to go back and re-word it to mirror what we've done with Elephant Butte?

OJ Hechler, Public Services Director: Correct.

City Attorney Rubin: You've actually already done that, if you look in the packet, the new contract is in there.

OJ Hechler, Public Services Director: We're approving a new one, but it's the same compensation. If you look at the old one from 2018, I thought it was pretty interesting, it actually references Sierra Veterinary Services, who helped run the Animal Shelter back then. The new contract, obviously, is directly with the city staff and as a city-ran Animal Shelter.

Commissioner Forrister: But you'll be coming back after you look at it again to match what we've done with Elephant Butte?

OJ Hechler, Public Services Director: Yes, ma'am.

City Manager Whitehead: Just to support OJ, initially we thought it would be a small extension for six months, just do a simple one-page. The county attorney, his thought was more just to re-do the contract itself, versus a small extension, he preferred that. Again, it's their deal with us, so that's why you're seeing the old contract as a new contract, and then we'll bring you another new contract.

Commissioner Forrister: Basically an extension of the same contract.

Commissioner Glines made a motion to approve the Animal Shelter Services Agreement between Sierra County and the City of T or C Animal Shelter. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Incorporation of the National Fitness Campaign Fitness Court into the Louis Armijo Sports Complex Master Plan or other potential locations.

OJ Hechler, Public Services Director: I'm just going to talk a little bit about the background here. The National Fitness Campaign has reached out to me the last several years. It's been hard for me to go after this fitness court because they're grant, Blue Cross Blue Shield offers a \$60,000 grant. The total project cost on a new fitness court is anywhere from \$200,000 to \$300,000 depending on the site and preparation and those factors. I've always thought it would be beneficial to our community because it's free outdoor exercise equipment; I've never found a way to justify it. I thought what we could do is incorporate it into our master plan that was approved by the Commission a few years ago, and use that \$60,000 and then apply for another grant to offset the cost. There are other ways you could also offset the cost, there are in-kind services, we can put a concrete slab out there, that is something we could do internally, and then there are sponsorships, so if we could find sponsorships that could collaborate with us as well on some of the costs. We can also partner with the high school, this would be something that would be awesome next to the high school, I think. So there are other potential locations that I wanted to discuss a little bit, City Clerk Torres has a [3-minute video](#) to introduce what the program is about, I thought we could watch that, and then maybe open it up for discussion. The first page you'll see within your packet is the grant

application process. What the national campaign wants to see is that they have support, it could be Commission support, city support, school support, things of that nature. Then we apply for the grant, in New Mexico there's the Blue Cross Blue Shield grant, which is \$60,000. So how do we get from the \$60,000 to the \$220,000 or \$240,000 whatever that may be. I thought maybe we just add it to the master plan, and then we use that to go after additional funding. You'll also see, within your packet, the location here on the maps and renderings of our master plan. We all met with Site Southwest, Wilson, and Allie Campbell from the National Fitness Campaign, and we agree that a great location would be located next to the basketball court up there on the top right of the map where you see the pickleball courts and basketball courts. They want the fitness studio and courts to be next to a trail, or other amenities such as exercise equipment, they do not want them next to playgrounds because you're supposed to be 14 years old and older to use it. With that, I will stand for any questions.

Commissioner Forrister: If you apply for this, when would you know if you get it or not?

OJ Hechler, Public Services Director: Probably not going to happen this year, when I was talking with Allie Campbell, the representative from the National Fitness Campaign I've been speaking with for several years, she said it didn't necessarily have to be this year. Once we get it into the master plan, if that's what we choose to do, then – as you guys know, we've already received some funding, we're waiting on a grant agreement for the new playground equipment over there at Family Park. So this could be the next potential piece, and I don't want this to lose traction, so I'm going to keep bringing it up and talking about it.

Commissioner Forrister: But it's something that you could apply for every year, like they come every year and want to – but I'd assume if you got that grant, you would have to use it within the year?

OJ Hechler, Public Services Director: Correct.

Commissioner Forrister: So that's why you haven't applied for it.

OJ Hechler, Public Services Director: Correct. It's always been hard for me to see how I could go after this.

Commissioner Forrister: What happens if we just find another place to house – like a gaga ball pit or a tether ball or things like these around the area where we could spend \$60,000 and just add to it?

OJ Hechler, Public Services Director: We could do that too.

Commissioner Forrister: And I don't want to take away from this, but if it's something we could continue to do year after year, is this something we could do like an MOU with the county and maybe do something at the fairgrounds?

OJ Hechler, Public Services Director: We could, absolutely.

Commissioner Forrister: Just putting that little bug in your ear, I have ideas.

OJ Hechler, Public Services Director: Yeah, and that's where this could be a community, it could be a county and Williamsburg, and T or C, The Club, you know, all these different entities. We could find way to maybe split some of the costs or have some sort of buy-in with it, or something of that nature.

Mayor Hechler: So the \$60,000 is that like seat money, will that open the door to apply for more grants? It's not like a match, is it?

OJ Hechler, Public Services Director: No, what they want to see is that we have support, we're willing to move forward with it, and then we apply, and then we'll get the \$60,000 grant. But they want to make sure we're moving forward, so they want a commitment. I think the process for us would be to apply for an additional grant first, let them know. And a couple communities in New Mexico have done this, I've talked to Allie about this, they didn't have much success, she mentioned two cases, but they don't have it on a master plan, and they don't have a master plan already funded by quality of life grant that's been approved by our Commission, so I think that really strengthens our application process for these grants. There are other potential location, too. I think the community could benefit from this. You can order these with shade on them already to where they would come and you would have shade in the studio, I could see some of the seniors using that, the music, the fitness studio, yoga, all those things.

Commissioner Forrister: I think, especially on our master plan, if it's reoccurring , like we can apply for it every year, and this isn't ready to rock and roll yet, if there's something else we can use those fund for, if we could apply for it and use it elsewhere, I would like to do something like that.

Commissioner Forrister made a motion to approve the incorporation of the National Fitness Campaign Fitness Court into the Louis Armijo Sports Complex Master Plan or other potential locations. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Attorney Rubin: And I'm assuming that's a prerequisite in order for us to go forward with the grant application, we actually have to take this action, is that right?

OJ Hechler, Public Services Director: It is one of them. The other, Attorney Rubin, is that they want to see an upfront commitment that we're going to have some sort of buy-in with the city. We're going to want to apply for an additional grant first, upfront, and then let them know, "Hey we got this." And then "Where's our \$60,000 at?" sort of thing.

Commissioner Glines made a motion to skip to agenda item G15, then return to G6. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Police Department Staffing and Command Structure Adjustment.

Police Chief Tavizon: What I am proposing and hoping you consider for approval is allowing me to restructure my command staff to include an additional lieutenant position. I'm not trying to create another position, what I'm trying to do is take the position I have of a detective sergeant right now, and just move that to a detective lieutenant style/administrative lieutenant. I'm going to need some assistance when it comes to trying to gain accreditation, and accreditation manager, and being able to get all the documents needed to show that we're in compliance with the program. I will need someone who can go in and have that authority, and then at the same time, he is currently acting as a rank or sergeant, so when you have a sergeant trying to tell or ask other things from other sergeants, you may have some animosity between the ranks, so this way it's a clear structure, he'll be able to straight line directly, take care of the business I need him to take care of, when it comes to administrative duties, and then he'll also still be doing his investigations as well. With that, I'll stand for any questions unless City Manager Whitehead has anything to add.

City Manager Whitehead: I would like to also add, we initially started looking at this for two purposes: one, we wanted to create the separation, and we tried to find some solutions with overtime, as you saw from the report, we did lose the school resource officer, which is \$58,000, so the Chief and I met multiple times trying to find ways to offset that expense. What I will tell you is that currently we are still down a few officers, and we have been for the last year. We're usually off one or two officers, so we're not spending the full allocation of dollars that we have for the full 16 compliment that we have. We thought we could separate this, and then by doing so, we would have two leaders that could potentially cover those shifts when a supervisor needs to come out. We're not saving a lot on the overtime, but we feel like we could affect it by not having just one officer coming out. We did try to move the senior officer into a different vertical opportunity, but we found that it wouldn't work for that particular employee base don his current tenure, his ability to retire, and some of those items. This structure seemed to give us the best opportunity. The Chief and I are both aware that we are short again by the \$58,000 so what Chief has agreed to is that we keep a close eye if we did get fully funded, and if we needed to, we could use the Police Department's GRT to offset any additional cost in labor if we did so. And then the last piece, to support the Chief, I think there's real importance that we continue. We did hire an officer for that position, we'd like to continue to train and make sure that we're ready. For one, we could be a good backup for the Sheriff if they needed us, and two, if the opportunity presents itself we would be ready to go. So it's more than just changing the structure, we really thought about this internally, operationally, and budgetarily if we could make this work. We're supportive of this program for the Chief.

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Mayor Hechler: Chief, can you give me a breakdown of kind of what the structure will be? So you'll have the Chief, you're not going to have an assistant chief, two lieutenants, and then the sergeant that's moving up, are you going to refill that sergeant position?

Police Chief Tavizon: No, we won't fill that position, instead of being a detective/sergeant, he'll just be a detective/lieutenant with additional duties. Since he already takes care of the majority of my administrative duties, he'll just be an administrative lieutenant, and then I'll have my operations lieutenant, and they'll compliment each other.

Mayor Hechler: And you and I talked briefly, they're going to be on opposite days off, or how does that work?

Police Chief Tavizon: So yeah, the scheduling will be to where one is on-call, they'll offset the on-call that way one of them is not just constantly on-call. And then, like our first line supervisors will be able to have that communication with either one of them, depending on who's available for the on-call.

Mayor Hechler: And then do they supervise individual officers, or the whole group under them, and share those duties?

Police Chief Tavizon: So the span of control is, the patrol operation lieutenant takes care of all the patrol, the administrative takes care of the civilian staff, and then in the absence of the operations lieutenant, he fills in on the on-call, and his span of control will change to whomever is on-call.

Mayor Hechler: And the lieutenant in charge of administration, he's going to be doing things like certification for your PD and things of that nature?

Police Chief Tavizon: Yes, sir. He takes care of all the technical stuff with tracks, and then the crime reporting, and he will basically be an accreditation manager, taking care of everything that's demanded of him from those accreditation programs.

Mayor Hechler: Budget-wise, how does it look, in general? Is it a slight increase?

Police Chief Tavizon: It's a real slight increase for him, not a whole lot.

Mayor Hechler: Not just for him, but for the department as a whole?

Police Chief Tavizon: Yes, it's really a slight increase.

Mayor Hechler: Okay, you've answered my questions.

Police Chief Tavizon: Regarding this officer specifically, we've prepared him, sent him to the Northwestern School of Command, and he's passed that with flying colors, he passed with an A, and that's a college course, highly sought after for command staff and chiefs. He's met that, so he is well-qualified for the position. He's be qualified for any organization he chose in that structure.

Mayor Hechler: How many years does he have in with us?

Police Chief Tavizon: Over 5, I think, or right at 5.

Mayor Hechler: I guess I'm looking down the road, because you're not going to be with us forever. So we potentially have a chief available?

Police Chief Tavizon: I think so, he's a strong candidate. He's a great asset to the city and I'm extremely excited for him if we could make this happen.

Commissioner Forrister made a motion to approve the Police Department Staffing and Command Structure Adjustment. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Memorandum of Understanding (MOU) between the City of Truth or Consequences and Sierra County – Development Along Shared Boundaries.

Assistant City Manager Alvarez: Due to some recent inquiries about some potential development that could come in in areas adjacent to our city limits, I felt it was really important to establish a process with some guidelines for development, specifically to properties that may be just outside city and county limits, but would be close enough they could potentially be connecting to our water, sewer, and electric utilities. With that being said, we did a lot of research and came up with a potential MOU to work with the county to be able to have those potential developments required to follow our guidelines and our development standards, so that we don't potentially have two businesses or developments directly across the street from each other that have extremely different development standards. We presented the MOU, we met with the County Manager as well as the County Attorney, with our City Manager and City Attorney, and I think we've come to a pretty good agreement. With that, I will turn it over to our City Manager, and the City Attorney may have some comments. If the Commission is on board with it, my request today would be to authorize the City Manager and City Attorney to get the final agreement set, signed, and sent over to the county.

City Manager Whitehead: Assistant City Manager Alvarez explained it well. The concern would be particularly in commercial areas where our boundary is right next to the county, that potentially a business could buy that land, come to us for water/wastewater/electric, and we would have no zoning authority. So we really wanted to make sure that we found a compromise. Likewise, the county has the same

requirement and responsibility, they don't want to give up any authority that they have in their particular two areas, so we met to really solidify what would be the right opportunities. What we've agreed upon is connection to our utility system would be the one trigger in this agreement that would then require a property that's connected to us in boundary only, to then comply with our zoning ordinance. So you could have a business that says, "Well we'll let Sierra Electric Co-op supply us electricity, we'll drill our own well, we'll put in our own wastewater treatment on-site, and we'll haul our trash away." We would have no authority over them, and we wouldn't have any way to connect with that, if you will. So we think the agreement is clean, the county was comfortable with it, provided that, again, they have all their authorities and all their authorities in place. Potentially, the second part of this might come when we look at our ordinances, we may want to look at an ordinance that would require any property owner that wanted to connect to water/wastewater/utilities to have some form of compliance within our rules and regulations. I think it was a good thought, it was put together well, and with that, I will let the City Attorney speak to the legal sides of the agreement.

City Attorney Rubin: This agreement went back and forth between Mr. Pato, the County Attorney, and myself. As Ms. Alvarez pointed out, we had a meeting that involved us and their attorneys. While the application process is geared towards the county, and the county being involved in the initial process, you can take comfort from paragraph five, if you take a look at the blue line sentence there, "Any applicant seeking connection to municipal utility systems shall be responsible for complying with all applicable city ordinances including but not limited to, zoning, technical standards, utility regulations, fee schedules, and utility service requirements then in effect. Nothing contained in this MOU shall obligate the County to require connection to City utilities where lawful alternatives are otherwise available." But the point is, if they want to go through our system, they have to comply with all of our rules and regulations, that's the point here.

City Manager Whitehead: And just to be clear, we do not have an application that this particular action would take effect to immediately, but we have received inquiries, as Love's is in, they're active, that's the typical process that one business will follow another, and we have received inquiries, and that was the reasoning for us bringing this to your attention to say, "If something more is going to happen in that area, we should at least be prepared to be forthright and forward with our ability to manage it.

Mayor Hechler: So Love's is right there on a city boundary, isn't it?

City Manager Whitehead: Love's is inside the city limits.

Mayor Hechler: But it's right on the boundary, itself.

City Manager Whitehead: Right on the boundary.

Mayor Hechler: Right, so if somebody were to do something across the street, they'd want to hook up to our facilities, but they would be technically in the county.

City Manager Whitehead: That's correct. The property is on the other side of Cemetery Road or Dr. Hubble Road, the other side is county property. That particular area was enough to get us to say we better be thoughtful. And the same could happen in the Williamsburg area, there could be something going outside in those areas.

Commissioner Forrister made a motion to approve the Memorandum of Understanding (MOU) between the City of Truth or Consequences and Sierra County – Development Along Shared Boundaries and authorize the Mayor to execute the final documents. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Approval of Contract and Allocation of Funds to SCRAGS for the 2027 Rock & Gem Show.

City Clerk Torres: This is an application that went before our Lodgers' Tax board. If you look at the amount requested, it was for \$27,650. Our board did not recommend approval of the entire amount due to limited funds, they want to see where we're at with our funds. They recommended that later on in the year, if we do have funds available, they can go back and ask for additional funding for this event since it's not until 2027. The amount requested was \$27,650 and the amount recommended by the Lodgers' Tax Advisory Board was \$12,100. I recommend approval for the amount recommended by the board.

City Attorney Rubin: So what you'd be doing is approving the contract in the amount, and I think you just want to satisfy yourself that by approving the amount that you believe the city is getting a comparable benefit in exchange for the allocation funds. And that's true for this item and the next two items on the agenda.

Commissioner Glines made a motion to approve the Contract and Allocation of Funds to SCRAGS for the 2027 Rock & Gem Show in the amount of \$12,100. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Approval of Contract and Allocation of Funds to MainStreet Truth or Consequences for the Levitt AMP T or C Music Series Promotional Campaign.

City Clerk Torres: This request was in the amount of \$7,880, and after review from the Lodgers' Tax Advisory Board, they recommended a reduced amount. They did not approve funding for the A-frame signs because it didn't put heads in beds, so the recommended amount was \$6,528 for this application. I recommend approval of the contract in the amount of \$6,528.

Commissioner Forrister made a motion to approve the Contract and Allocation of Funds to MainStreet Truth or Consequences for the Levitt AMP T or C Music Series Promotional Campaign in the amount of \$6,528. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Approval of Contract and Allocation of Funds to MainStreet Truth or Consequences for the 2026 Oktoberfest.

City Clerk Torres: This request amount was for \$4,400. Due to the limited funds, they went through the application to see what they could reduce. After discussion, they wanted to reduce some of the t-shirts, and that put them down to \$4,000. I recommend approval of this contract in the amount of \$4,000.

Mayor Hechler: I just want to say I appreciate the Lodgers' Tax Board going through all this work, and their diligence in making their recommendations to us. I appreciate their efforts.

Mayor Hechler made a motion to approve the Contract and Allocation of Funds to MainStreet Truth or Consequences for the 2026 Oktoberfest in the amount of \$4,000. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Re-appointment of Jake Foerstner to the Lodgers Tax Advisory Board.

City Clerk Torres: Mr. Foerstner is a long-time member on our Lodgers' Tax Advisory Board. His term expired in July, so he reapplied for the position. The board unanimously recommended his reappointment. If you reappoint him today, it will be for a 4-year term. I recommend approval.

Commissioner Forrister made a motion to re-appoint Jake Foerstner to the Lodgers Tax Advisory Board to serve another 4-year term. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Re-appointment of Jessica Mackenzie to the Lodgers Tax Advisory Board.

City Clerk Torres: Jessica MacKenzie is also a current member on our board, and her term also expired in July. Her application was taken to the board, and they unanimously voted to recommend another 4-year term for Ms. MacKenzie. I recommend approval.

Commissioner Glines made a motion to re-appoint Jessica Mackenzie to the Lodgers Tax Advisory Board to serve another 4-year term. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: Appointment of Andrew Curry to serve as a member on the Public Utility Advisory Board.

City Clerk Torres: On June 24th, this application was brought before you for the request to appoint Mr. Curry to the board. You recommended that we take it back to the board when they had a full board available, we did that and they made a unanimous vote to appoint Mr. Curry to the board. We also have the minutes available in the packet. We do have two vacancies on that board right now, so I do recommend approval of Mr. Curry to serve on this board for a 2-year term.

Commissioner Glines made a motion to appoint Andrew Curry to serve as a member on the Public Utility Advisory Board for a 2-year term. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

14. Discussion/Action: Appointment of Susan Buhler to serve on the Public Arts Advisory Board.

City Clerk Torres: Susan is here if you'd like to hear her speak.

Susan Buhler, Applicant: It's nice to be here, thank you all. I am applying for the Public Arts Advisory Board. If you have any questions for me, I'd be happy to answer them for you. I have had some experience with public art, I spearheaded the tower for sun, which resides in the Healing Waters Plaza. Art is very important to me, and my goal would be to bring public art to fruition.

Mayor Hechler: I don't have any questions but I have a request. If you're on that board, would you ask the other members and make it a mission to get some of our artists registered at the state level so that when we get funding for major projects, and we set money aside for arts, then we can look at some of our local artists to support them and feature them in the processes that we have here?

Susan Buhler, Applicant: I think that's an excellent idea, I'd be happy to work on that and help with that.

Commissioner Forrister made a motion to appoint Susan Buhler to serve as a member on the Public Arts Advisory Board for a 4-year term. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

15. Discussion/Action: NMSU Cooperative Extension Service – FY 2026-2027 Funding Request for Sierra County Extension Office.

City Manager Whitehead: I was given a presentation last week for some needs at the Extension Office, I would like to hear their presentation. What we're asking for today in this request would be to hear the presentation, understand what the need is, and then the motion would either be to authorize me to find and work with other parties to potentially find a solution, or not to authorize us to move forward if you so choose. We're not asking for any funding today, really just a presentation and then direction from you on where we should go. With that, I'd like to introduce Tom from New Mexico State and he would like to make a presentation.

Tom Dean, Southwest District Department Head: I cover 9 counties for cooperative extension service down in the southwest corner of the state. What New Mexico State University the cooperative extension service has done in Socorro County, as well as in Sierra County, has implemented positions to be able to address some of our non-traditional 4H youth needs, and really tailor some programming for school enrichment back to the schools, so that we can have a reach and touch almost every individual within the county in regards to that. For Sierra County, there was some funding that we were able to procure through Sierra First Community Foundation to start this position. But we just received notification that we weren't able to secure all the funding that we were needing in regards to that, so for this particular initiative, the extension service, now that we've found that out, we're looking at other avenues like we've done in other communities as far as funding. We are behind, I've been able to get \$50,000 through NMSU and some of our other providers to be able to fund \$50,000 of the position here in Sierra County. Consequently, we are behind \$25,000 in regards to keeping this position fully-funded for this fiscal year. We've got opportunities with the County Commission, to approach them, but we would like to inquire about the city in regard to the need, to see if there is any opportunities to work with you guys in keeping this position funded, keeping our youth able to get the education and the impacts that we've been able to make this past year. I used to quarrel with the model in regards to what we're doing in Sierra County because we do have a partnership with the city in Socorro, as well as the County Commission, to fund that position up there. We've got some history in terms of working with the city councils. Just for your information, the cooperative extension service truly is a cooperative in the fact that our first 1/3 of funding for all of the county programs comes from the county, and then we supply state and federal funds to that. With this, that's the cooperative, so the county is already funding positions at the cooperative extension service here in Sierra County, but in regards to this one and keep this position going, we'd certainly like to do that. We will continue to look at grants and other opportunities in regards to this position. In regards

to this model, the low populations and the lower tax base in some of these counties like Socorro and Sierra, why this becomes more important is we've got youth that we need to serve, and we commonly lack capacity to be able to do that with the extension service only having one agent. So we've built up the capacity, we'd like to keep that so that we can touch all the youth in Sierra County. With that, I'll yield for questions if there is more detail that you need.

Mayor Hechler: How many youth will this help?

Tom Dean, Southwest District Department Head: Consequently, we could have a touch on almost every youth in Sierra County. But we do have an impact report, and I'll just kind of give you some numbers from that on what we were able to serve last year. Direct programming reached 1,249 youth, that's the total, and then there were some different programming efforts that were done; youth and camping programs, 64 were provided in that. I'm willing to provide the impact report directly so that you can look at it of those numbers if you'd like.

Mayor Hechler: My understanding is we're requesting \$25,000 but it may not fully come from our city? Isn't the county already going to come up with a portion of that?

Tom Dean, Southwest District Department Head: Correct, sir. I think we've got a request in to the county as well.

Mayor Hechler: Is that for \$10,000 or \$15,000? I get those two mixed up.

City Manager Whitehead: I spoke directly to the County Manager to understand their perspective. I believe their number is \$65,000 that they already contribute to the extension service for the county. The manager felt that the whole \$25,000 would be a little bit of a stretch, but felt like they could come up with \$10,000 additionally if we could find a way to do \$15,000. So in the terms of what we could help, it would look like the request that I might present back to you if you authorize me to move forward, would be to try to find somewhere between the \$10,000 and \$15,000. And I'll talk more about that when you're done with your questions, but that's where the two counterparts we've met and discussed our opportunities.

Tom Dean, Southwest District Department Head: And I'll leave the impact report here for you.

City manager Whitehead: So when we look at this project, obviously the challenge for us is that the final budget has been submitted, so we're kind of locked down until after September to really potentially change. So we do still have some limitations on being able to find that. Part 2 of that, when I think about the funds, we did set aside \$50,000 for community projects, you picked and selected 5 members of the community, one of those being the youth group here in T or C. The 4H would certainly fit that model, where we could be funding a program that does touch as many youth, agriculture being the backbone of who we are, so it would fit the mission and some of the goals. With your

permission, I would work with New Mexico State, the Extension Office, and the county to see what our overall funding would be. The recommendation I would have, in speaking with Sarah, the extension agent, it looks like there was an endowment formed to try to raise money in the private sector to promote this program, and I think that somehow we need to get involved in that, not necessarily funding the endowment, but try to help that effort go forward. I think there are so many members of our community that fund active 4H projects, if you look at the paper after a 4H auction for the county fair, those dollars are significant and I think that endowment probably just needs to get better advertised and promoted so that money for this potential is raised not only from the government sector, but still from the private sector. If we could help bridge that gap, I think the youth and the 4H program are certainly worthy of that. But we do have some limitations, we really couldn't get access to any change money until the end of September when the final budget comes back and approved so that we could do a potential BAR. With that, I would stand for any questions. Our recommendation would be that you let us continue to work with the county and New Mexico State to find as many solutions and present a number, so we would be in favor of trying to accomplish that.

Mayor Hechler: I like the idea that we may not have the to take the whole \$25,000 bill, and I certainly don't want to be the group or organization or the person that derails this thing, it's already funded most of the way. I, personally, would like to see us try to find the additional funds to support this program, and work with the county in order to do that. If that's able to be done, perhaps then you could come back to us with a final declaration and request, and then we could vote on that?

City Manager Whitehead: That would be our recommendation, to do so. We could work to make sure we fully understand the impact, how many students, how many kids. I will also point out, you have members of your employment, of our staff, that use 4H. So it's not just kids in the community –

Mayor Hechler: I have grandkids that have been in those programs, it's a wonderful opportunity and wonderful programs and we need to try to support it. If we're fiscally responsible and able to do that, I think we should.

City Manager Whitehead: And I don't want to lose sight of – I feel like I made a little commitment too – we really have SJOA that needs additional funding for food, so as we think about it, it's not just looking at this, we really need to look at where we're at, and I had intended to see what our gross receipts tax looked like in January, let us get 6 months of these construction projects, if it was up I would present. So we have a few little needs that we've been pushing down the road that we need to take into consideration, and those are just as important as well.

Mayor Hechler made a motion to allow City Manager Whitehead to move forward in collaborating with Sierra County to seek additional funding to support the Sierra County Extension Office, and to report back to the Commission with a final determination. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Amanda Forrister, Commissioner, abstained from voting

Hon. Ingo Hoepfner, Commissioner voted aye

Hon. Chaz Glines, Commissioner voted aye

Hon. Rolf Hechler, Mayor voted aye

Motion carried with a 3-0 vote and 1 recusal.

The Commission resumed new business at item G6.

16. Discussion/Action: FY2025 Safe Streets and Roads for All (SS4A) Grant Agreement.

Assistant City Manager Alvarez: You may remember a couple years back, we completed the vision zero safety action plan. Once that plan was completed, it provided us the eligibility to apply for additional funds to implement some of the items identified within the vision zero plan. In meeting with the City Manager and Streets Department reviewing the list of items, we ended up submitting an application for a city-wide roadway sign inventory and some road safety audits at the intersection of Date Street and Marie Street, as well as Date Street and 9th Street. We felt that within the funding allocations at that time – because there is a match required that fit within our budgetary purposes – we were awarded that and this is the grant agreement. It takes a little bit to get through this process, so this is the grant agreement for that project. It is \$440,000 federal funds with \$110,000 local match for a total project budget of \$550,000. At this time, we're requesting for the Commission to approve and execute the grant agreement. It takes a while to get it back once we send it up, so this will come back to you guys in the form of a budget adjustment because it's come in after our budget was planned for, and in between times to be able to do the BAR. You'll see it one more time after it's fully executed. I'll stand for any questions.

Mayor Hechler: I think this will open us up for other funding once we receive that.

Assistant City Manager Alvarez: It is at a national level, so it's a really competitive grant, which is one of the reasons we kind of looked down the list and thought, "Well we'll apply for a smaller project." And we were selected, which we were all a little bit surprised about. So you are correct, it will open us up. Maybe we've got our name out there and we can apply for more funding for some of the other street improvements.

Commissioner Forrister made a motion to approve the FY2025 Safe Streets and Roads for All (SS4A) Grant Agreement and authorize the City Manager to execute the agreement and any relevant documents necessary in order to administer the grant. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

17. Discussion/Update: Notice of Intent (NOI) to the New Mexico Finance Authority Water Trust Board.

Assistant City Manager Alvarez: Water Trust Board opened up a new application process, it's for a design-only project. The City Manager and I got together and reviewed some of the funds that we have potentially coming through or available, and decided that we were going to submit a notice of intent in the amount of \$2.3 million for design-only. That design is going to complete 31,000 linear feet of water line, it will look at Well #2 for rehab replacement, as well as potentially a new well in the upper zone towards the cemetery area. The estimated total project costs that would open us up to apply for would be \$25 million construction projects. The notice of intent was due last Friday, so this is just an update to the Commission letting you know that we have submitted that. They'll make a determination around mid-August, and we should hopefully know something towards the end of August at the latest on whether or not we are awarded. With that, I will turn it over to City Manager Whitehead if he has anything to add.

City Manager Whitehead: Thank you. What I'd point out, in case you're unfamiliar, the Water Trust Board is coming into a lot of money and there's a real push in Santa Fe to try to stop funding a big project, and then the money sits for a long period of time. This appears to be their effort to say, "We're going to do a first application for those that can do some design work, we're going to fund the design, and then we're expecting that design to then come back to us for funding the project. Just to keep that, that's the new process. The second part that made this difficult for us is they do want you to have preliminary engineering, so you do have to have some kind of preliminary engineering report, a technical report, and so we're able to use our 2019 PER for our water projects, this fits nicely into that project. Working with Traci, we identified that we do have \$4.4 million coming to us in another HUD grant that the Commission applied for in 2023, so it's called 2024 HUD, that was kind of outlined and laid out for a potential project, but what we realized is we can use the HUD funding for match. So the proposal we've put together is to say, "Let's get \$2.3 million, let's design \$25 million worth of another project, and then take the HUD grant to be our 10% match and our 10% loan." Again, using that to create this \$25 million, very innovative. Right now, we're working on securing the HUD grant, we're in the process of filling out the paperwork, getting all the contracts in, so that grant should come to us in the next year, so we think this is timely because Wilson and Company is our water engineering firm, and they have a pretty good idea of where they would go to do the design work. Really innovative, I thought Traci did a great job identifying how this thought could come together and use that. Again, really taking what we've been granted and turning it into more money. \$25 million

back into water lines will make another significant contribution to what we're trying to accomplish. This project will look like, over three years trying to get together, "Let's get this grant, get the planning, get the HUD in place, make an application not this year but next year to Water Trust Board for the \$23 million and then match it with this."

Assistant City Manager Alvarez: The only thing I'll add is that our planning document is required, just keep in mind as we are moving forward with applying through Colonias and Water Trust Board, one of their other requirements with that planning document is it is updated every five years, so that's something that I'll be speaking with the City Manager about and looking at the funding where we can update our municipal water PER, which would be good to do anyway with all the water system improvements we've been doing, so that will be coming down the line.

Mayor Hechler: This is discussion only, so there's no vote, but you know, it just keeps us in line. We have \$120 million worth of repair work to do to our water lines, and we've got \$40 or \$50 million that we're spending over the next couple of years, this is the next tranche of money that's going to jump on the end of that, and we'll keep going, see where we go, and see if we can get to the end at some point.

City Manager Whitehead: I would just say, we didn't apply for any water money this year, we did the wastewater plant which is helpful, we're going to get that fixed, but I've been really nervous in thinking about how we're going to get more, because everything we apply for comes with a loan, and it comes with a match. I've presented to you the water fees, and kind of the structure we need to go to, so I thought this was really innovative to recognize that we could use HUD for a match.

Mayor Hechler: And we've already done the research, sometimes you can't use funds like that.

City Manager Whitehead: That's right. But this one, we did receive a HUD grant that matched for our critical water that's ready to go to bid as well, so we know that can happen. You cannot use capital outlay for match funds, but HUD is available. And then if you think about it, if we're successful, the next Commission, at some point, will continue to ask. The next HUD program will be a large tranche of money to then be a match as well. Just being thoughtful on how we do that and how we get those grant funds.

H. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 14 26/27 authorizing and approving the submission a completed loan application for financial assistance and project approval to the New Mexico Finance Authority.**

Deanna Knull, PD Executive Assistant: I have some packets I just received in the mail from the New Mexico Finance Authority, I will pass these out so you can see. It outlines

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some of the terms of the loan, we are asking for \$306,099 for four new Explorer units, this is fully upfit with graphics, it does look like there's going to be some interest added on that's outlined in that packet, and it's going to come to an amount of a little over \$314,000 with that interest. We are looking to pull that from our GRT, and it does look like our first payment will be due shortly, should this be approved. We're looking to put in the application with New Mexico Finance Authority, and we're asking for your approval on that.

Commissioner Forrister: This is coming from the PD's GRT?

Deanna Knull, PD Executive Assistant: Yes, ma'am.

Mayor Hechler: So four patrol units that are outfitted like the other one that we were going to buy, basically?

Deanna Knull, PD Executive Assistant: Correct, yes and it is from the same company we got the quote from, which should have been in the packet that was already there.

Mayor Hechler: Do we have someone that upgrades these things? Do you take them to Las Cruces or where do we get these things upfitted?

Deanna Knull, PD Executive Assistant: We do have a couple of different upfitters that we use, WAC or MHQ, both of Albuquerque. We can look at other options for the upfit, fees are already done with this quote. So we will compare and contrast if that is something that the Commission wishes for us to do.

Mayor Hechler: So are they delivered with the upfit?

Deanna Knull, PD Executive Assistant: Yes, the only thing we may wait on is our specific department graphics.

Jocelyn Holguin, CFO: MHQ is also on state price agreement, so that helps with that process as well.

Mayor Hechler: This will allow you to retire those other vehicles, right, Chief?

Police Chief Tavizon: Yes, sir. Generally, in the past whenever we purchased a vehicle, we buy it from the dealership, then we send it to either MHQ or one of the other ones on the state price agreement, and there's a turnaround from anywhere from 6 months to a year before we ever see that unit again. What Phil Long has done, with identifying that need, is that they started to sell these vehicles fully upfitted. So right now if I had the cash in hand and were to go, there are four Explorers already upfitted ready to drive off the lot. The only thing that needs to be done is insert a radio and our graphics. It's a quick turnaround for that, and we're not waiting a year for us to get the units back fully upfitted.

City Manager Whitehead: I'll also brief you; the process you're looking for today, you're not approving a requisition, and you're not approving the state contract or purchase these units. Right now we have to make the application to the New Mexico Finance Authority. We held this application off until the 1st of the fiscal year because every fiscal year, the City of Truth or Consequences is entitled to up to \$150,000 in special funds that we can receive at 0%. If you'll remember, last year, you did approve the purchase and the loan for a street sweeper, we did receive the \$150,000 at 0% which took that loan down to about 0.5% interest, so what you're seeing here again on this is the \$150,000, half of this loan will come to us at 0%, the remaining balance will come at 3.75% which will get us a yield of somewhere around 1.75% overall. In developing this program, the Chief and I's vision would be that the payment on this would be a 4-year payout, we'd like to get them paid off quickly so that we could redo that and potentially have a nice rotation of units where we're borrowing, paying for them, and they can survive the life. As you see, they get a lot of miles on them. Right now, with your permission to go forward, we would then get on the New Mexico Finance Authority's calendar and their agenda, this has to go through that approval process, this will probably take four months to get all the approvals and resolutions to have the funding backed fully in order. At that point, Finance, the Procurement Officer, and the Chief will come to you and present a package like they did again today, to buy the units. But good job on them identifying a place where we can get them done and upfitted and in proper order. That will be the process for this.

Jocelyn Holguin, CFO: The pricing agreement also doesn't expire until 2027, so it should be able to hold as well.

City Manager Whitehead: I apologize. We need to make an adjustment. On the resolution, unfortunately, we sent a copy and we used it, and we kept the street sweeper in there as well, so it needs to be changed to the –

Commissioner Forrister: I didn't even notice.

City Attorney Rubin: I didn't either.

Mayor Hechler: Good catch.

City Manager Whitehead: I can't take credit for noticing, I'm just the messenger.

Commissioner Forrister: Good catch, Traci.

Assistant City Manager Alvarez: I can't take credit either.

Deanna Knull, PD Executive Assistant: She's right, it was the Finance Authority that had me correct that, I did not get a corrected copy to the Commission.

City Manager Whitehead: So, it needs to say, "Whereas, the governing body intends to undertake the acquisition, construction, and improvement of a police vehicle package for the benefit of governmental unit and citizens" versus a streetsweeper.

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City Clerk Torres: I'll change it.

Commissioner Forrister made a motion to approve Resolution No. 14 26/27 authorizing and approving the submission a completed loan application for financial assistance and project approval to the New Mexico Finance Authority, with the changes discussed, and authorize the City Manager to execute applicable documents. Commissioner Hoepner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 11:32 a.m.

Passed and Approved this 9th day of September, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, August 28, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: September 3, 2026
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 9-9-26

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
FRIDAY, AUGUST 28, 2026**

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. Destiny Mitchell, Mayor Pro-Tem
Hon. Amanda Forrister, Commissioner was absent
Hon. Ingo Hoepfner, Commissioner
Hon. Chaz Glines, Commissioner

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

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

2. SILENT MEDITATION:

Mayor Hechler: Cary Gustin, or Jagger, as many of us know him, is our film liaison. He's in hospice, if you didn't know. If you wouldn't mind keeping him in your thoughts for our silent meditation, it would be appreciated. Thank you.

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler led the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Commissioner Glines moved to approve the agenda with the adjustment of moving Item C2 before Item C1, and Item F6 before Item C1. Mayor Pro-Tem Mitchell seconded the motion. Motion carried unanimously.

5. COMMISSION COMMENTS:

Commissioner Glines: Good morning. I have a full report written, but to save you time today, I'm going to save that for our first meetings.

Commissioner Hoeppner: Good morning, everyone, thank you for all being here and showing your support for the city. The Summer season is almost over, and we have a lot of things planned in the near future. Please come on down to downtown and support the local businesses.

Mayor Pro-Tem Mitchell: I don't have a report, thank you guys for coming out today and I look forward to hearing from you.

Mayor Hechler: I do have a short report if you'll bear with me. Earlier this year we received an FBI investigation public service announcement concerning malicious cyber-attacks. This prompted us to do an internal review, meeting with our department heads, our City Manager, and staff, to see where we were and if we're safe in regards to cyber-attacks. Bear with me while I read this, I am a little bit new at this stuff but I learned a lot, so I guess that's part of my job. On August 17th, 2026, I had the privilege to meet with department heads and City Manager Whitehead regarding a recent PSA from the FBI regarding malicious cyber actors charting water and wastewater systems. This PSA is [available online](#) dated July 30th, 2026, just search "FBI PSA Malicious Cyber Attacks". In the last month, there have been over 100 attempts by bad actors to hack into water and wastewater systems in 8 states. As a result of this PSA from the FBI, we felt that analysis of our system was advisable to understand the level of protection that we have. We do follow guidelines advised in the article put out on the FBI website. Service attacks were largely due to unsecured firewalls that had no password or unsecure passwords. The attackers forced their way into the management functions on the equipment, and then changed usernames and passwords on the devices to disrupt the functions. What we're doing right: We have manual override capability, transitioning pumps to manual if the SCADA (Supervisor Control and Data Acquisition) system we have is compromised, which directly aligns with the FBI's mandate to maintain physical and manual operations. Local controls for chlorination: Keeping our chlorination systems on local controls prevents threat actors from manipulating chemical levels remotely, that's the safe part on our part. Redundancy: conducting physical, daily rounds provides an essential physical validation check on our assets. We check our systems physically on a daily basis, not just relying on SCADA itself. Our servers and systems are currently new. In the past few years, we have replaced many of our outdated systems which are more compatible with water technology and equipment. Possible vulnerabilities we have: SCADA exposure via mobile VPN; allowing supervisors to monitor SCADA on personal phones via a VPN means our operational

technology network may still be indirectly exposed to the internet. The most likely way to hack our system is through compromised credentials or an email hack. Our operators should have strong passwords, or even multi-level authentication in some cases. An important consideration is that SCADA is downstream of the firewall. Strong passwords or multi-level authentication are important actions to prevent intrusion. Remember, any attacks should be short-lived because we do check our system daily and can operate them manually if needed. I also reached out to our IT expert, Michael Kozloski and asked him to kind of look at the system a little bit and advise what he thought. He gave us 5 bullet points, and it kind of reinforces what we discovered in our meeting and through our own research. Access to the server is protected by secure usernames and passwords. Our guys use some pretty good usernames, and they're protected. The server is behind a city firewall, as well as another vendor-provided firewall that is specifically only for their equipment. So SCADA's protected by our firewall, and so are the city functions. Access to the server is only allowed through traffic ports, with all other traffic being blocked by our firewall. This type of traffic generally can't cause disruption without someone's credentials being compromised, so that's why we have to have important credentials. The server and firewalls are updated with all the latest security patches, which mitigates the vulnerability risk. Most administrative functions, including the administrative functions exploited in these attacks, cannot be accessed from the currently allowed traffic from outside. Those have to be done on-site via direct access to the server or via a secure VPN connection from the vendor IT. We also inherently block a lot of risky bad actor IP addresses in our firewall, which mitigates potential attackers and blocks certain suspicious behavior as well. In a nutshell, after reviewing our systems, I think I can make the point that we're safer than most. I think our systems are protected, we have our firewalls in place, and I feel much better having gone through this exercise with the City Manager and our department heads. Thank you for putting up with me, I hope this assures some folks that our water and wastewater systems will not be hacked or compromised. That's my report, thank you.

6. STAFF COMMENTS:

City Manager Whitehead: Good morning, we are at the end of August. We've had a busy week so my report is going to be really simple. We spent the week at the New Mexico Municipal League in Las Cruces, going through some education classes and important items, just kind of getting my feet back on the ground. The staff performed well, we still fight water leaks, I checked the list this morning, we're at about 18 active water leaks right now. But things are going well, we're excited, we have Foch Street open, we also patched up another road downtown, you're going to see some contracts today for some streets, so we're really kind of changing our focus. Now that we have our contract with our supplier, Bartoo Sand and Gravel, approved, we're starting to work on some streets, so we'll be over on Cherry Lane really soon, and Arrowhead, we have those two roads scheduled to be paved. We're really excited to get started on Marie Street, we have about \$1.8 million to start working on Marie Street, so we're just waiting for an engineering contract to get that kicked off. Just going to be a busy fourth quarter here, and hopefully we'll get a little focus on streets. The water contractors are just moving along great, I know that it's a little bit of construction fatigue, but they're moving

along, and the right of way is very nice. I haven't spoken with the gas company yet this morning to find out, I'm hoping they're planning on opening South Broadway today, they had a gas leak that was exposed, no one hit anything there, but when they opened the ground to put the water line in, they found gas smell in the area, so the gas company had to come in and replace that entire line, per their regulations. So that's what the holdup has been there in getting that done. With that, I'd stand for any questions, or we can move on.

C. PRESENTATIONS:

Item C2 was moved before the C1.

C2. Proclamation Honoring 103 Years of the Truth or Consequences Volunteer Fire Department.

Mayor Hechler presented the proclamation.

C1. Turtleback Trail Presentation.

Merry Jo Fahl, Jornada RCD: Hello everyone, it is good to be back and to be talking about something other than problems, I'm bringing some good news. Just to give an update and reminder, the Turtleback Trails Network – John Masterson couldn't come today but he sent me his notes from his first meeting, it was July of 2018, so we've been meeting a long time, and we didn't have a lot to show for it, we've got the trail plan done, and that took 6 years. I think we've really done some good things in continuing to meet, our core group of people are still plugging forward. Just a reminder, this is trail plan, mostly following the county and city road on the other side of the river, A005, it will be a walking trail, and a multi-use trail along the roads that are already in existence. The plan also called for improvements to getting in and out of the river, and we called it a river trail. Of course, our main focal points would be foot bridges here, hopefully near Rotary Park, and then one by Williamsburg, and then just continued growth to take advantage of recreation trails. Two years ago, Jornada, who I'm representing today, the Jornada Resource Conservation and Development Council, we applied for some interpretive panels for the outdoor recreation fund. The panels are to be placed along the A005 road, and our plans are to put one every mile. When we were working with the National Parks Service, they provided funds to put in an education sign at Rotary Park, and then there's one at the Williamsburg Post Office, so we're going to replace those signs. We will also have trailheads, we have plans for three; one would be right where you cross the river on the bridge on the Rio Grande where people mostly get in when they're floating, and then one by the low water crossing because a lot of people at that point or shortly after you can go up the hills or continue along A005, and then another one down there. Williamsburg hasn't really been able to determine where they're going to put their bridge, so we want to kind of have it down by there. We're also working with BLM to perhaps deviate from the road itself and kind of across the river where the wastewater treatment plant is, we're going to go away from the road and then traverse about a mile along the river itself just to have more outdoor experiences. We're pretty

excited, and what I wanted to do was give you that update, but I also have goodies. I didn't want to put it in the packet because I want to wait for the public to see it until we have them done, then we'll have a really cool event. There are 7 different signs, different colors, so our logo for the trail is this turtle, and he has different colors in the shell, so red is one of the colors, and so each component of the trail on the red will be about history, and then there's one about agriculture, there's one about plants, there's one about aquatics, there's one about geology, etc. We had a really good group put that together, I had the Sierra County Extension Office, they do the agriculture stats, and we made sure that the stats are listed, we have the date we gathered the stats, so people can reference that. I coerced my daughter-in-law, who is a wildlife biologist, to do the wildlife portion, actually I said I'll trade you, I'll babysit if you'll write this for me. We had the Rock & Gem show write the component for the geology. I got most of the history together from books that Sherry Fletcher had written, so those are in there, the Sierra Soil wrote the plant component, and Mark Hedge did the aquatic component, so we got a good variety, we've been working with Mo to get that done. And this was all transpiring when my husband was quite ill, so it took a lot longer to get to this point than what we had hoped. But we're here, so I'm going to call and order the signs next week, we're going to use the same company the city used when we did the Healing Waters Trail signs. The National Parks Service used that company too, they're very dependable and reliable. We have to have them installed and completed by the end of December. Our trail group started meeting again now that I'm back, and being able to engage, so we're going to have John have an event, and we'll invite all of you and have a ribbon cutting or something, but we're pretty excited to have these because we're finally seeing something produced from all of our efforts. I will be making this presentation, I want to get the county and Elephant Butte engaged, along with Williamsburg. So I'll be making the rounds pretty soon. Do you have any questions?

Mayor Pro-Tem Mitchell: Good job.

Mayor Hechler: Thank you. I remember you working on this and myself tagging along way back when we served together, it's been a long time coming. Science is beautiful.

Merry Jo Fahl, Jornada RCD: It's been a long time. 8 years is a long time to get the first thing done, but I think it's really going to open the door for a lot of opportunities for our community, all of us together. Once we get this done, our group will continue moving forward so that we can start addressing all the other components of our trails, and OJ attends the meetings.

Item F6. Was moved after item C1.

F6. Discussion/Action: Memorandum of Understanding between the City of Truth or Consequences and Sierra County to develop a Riverwalk Trail along the Rio Grande at Ralph Edwards Park.

OJ Hechler, Public Services Director: What you have in front of you is a memorandum of understanding between the County of Sierra and the City of Truth or Consequences.

The Trails Plus grant, what we will be applying for, the application is due September 30th, they have it tiered into three tiers. The first tier goes up to \$100,000, the second tier goes up to \$500,000 and the third tier goes up to \$1 million. For tiers 2 and 3, what the Trails Plus committee wants to see is a regional collaboration. Under this MOU, the city's responsibilities will be ensuring the program activities and finances of the river walk trail are in compliance with local, state, and federal regulations and requirements, managing construction of the trail in accordance with all local, state, and federal standards, distributing and accounting for all grant funds, keeping the county updated on progress and important milestones, designating a point of contact for communications regarding the project, and reporting their required activities and accomplishments to the New Mexico Outdoor Recreation Division. Under this MOU, Sierra County agrees to promote the completed project through social media channels and other marketing efforts, attend and participate in opening and celebratory events such as ribbon cutting ceremony, be available for technical assistance as needed, designate a point of contact for communication regarding the project, reach out to county-wide groups and organizations that would have interest in the project such as outdoor groups, youth clubs, and local chambers of commerce. The project itself will be a concrete river walk trail that is at Ralph Edwards Park between the river and the park, starting at the boat dock, going around the skatepark, and then hopefully all the way down to Riverbend. It will be a trail system, and what I would like to do would be to maybe use some of the Turtleback Trails signage as part of the in-kind match services, because they're beautiful signs, I sit on that committee as well, and they did a great job with those signs. That would be part of it, and then obviously being tier 2 or tier 3, I also want to collaborate with some of the other groups, I'm thinking maybe Geronimo Springs, chamber of commerce, I'll talk with Merry Jo, I know she sits on some committees on how we can truly make this a regional collaboration to strengthen our grant application. Hopefully the county can support our MOU as well, and with that I will open it up for any questions.

Mayor Pro-Tem Mitchell: I think it's a good program, I'd like to see that area developed more, get more usage for it.

City Attorney Rubin: In the big picture, I think getting the MOU approved is going to help with the application for funding.

OJ Hechler, Public Services Director: Yes, that's correct. And we've accomplished a lot with Ralph Edwards Park with grant funding, and we want to keep that momentum going. River walk trail, bird watching, maybe a fishing pier or something of that nature, really capture that park, and also attract a lot of tourism and things of that nature. There is a large market for that, there are people that travel all over to go walk trails, bird watch, and things of that nature. I think it'd be a great addition to the park.

Mayor Pro-Tem Mitchell made a motion to approve the Memorandum of Understanding between the City of Truth or Consequences and Sierra County to develop a Riverwalk Trail along the Rio Grande at Ralph Edwards Park.

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

Mayor Pro-Tem Mitchell made a motion to move item G4 up on the agenda to be presented after item F6. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G4. Discussion/Action: Resolution No. 18 26/27 Declaring a Local Disaster Emergency related to the Elephant Butte Reservoir.

Amber Vaughn, Sierra County Manager: Good morning and thank you for having me. On August 7th, Sierra County held a special meeting and declared a local disaster due to the historically low levels of Elephant Butte Lake. As part of that discussion, I began looking more closely at our economic and tourism indicators. Rather than relying just on anecdotal evidence, I wanted to look at several different data points and see what the numbers actually tell us. For this analysis, I pulled several types of data; I looked at the total GRT for Sierra County, Truth or Consequences, Elephant Butte, and Williamsburg, then I broke down the GRT by the different industries, and then looked more closely at the ones affected by tourism. I also looked at the lodgers' tax from all the different entities, and I appreciate everybody forwarding that information to me fairly quickly, for most of the economic data, I used January-June for each year. So we're comparing the same 6 months of data over 4 years, so 2023, 2024, 2025, and 2026. This right here (Slide 3 of the presentation within the [packet](#)) just shows you over the last couple of years the physical condition of the lake. You can see 2023, in blue, was high, and every year after that, we have gone lower and lower. This isn't the first time we have seen low lake levels, 3% was last year, this year we're seeing historically low with 1.4%. I also looked at the people that are actually visiting the lake. We didn't have a lot of data on this, but the ones I could validate were these ones: Memorial day visitation was approximately 60,000 in 2025, and about 35,000 this year. That's roughly a 42% decline. 4th of July was approximately 110,000 in 2024, compared to 82,000 this year, that's a 25% decline. 82,000 people is still a significant number of visitors, but the comparable holiday number we do have indicate fewer visitors over time. On Slide 5, I looked at the GRT as a whole, I didn't break it down by industry. We just looked at this; we may not be having this conversation. Truth or Consequences has actually had its strongest January-June period of these four years at approximately \$3.79 million, so overall GRT does not show that the city, as a whole, has experienced a broad decline. But total GRT can hide what's actually happening to local businesses, so I wanted to break down T or C's numbers just a little bit more. On the next slide, I pulled out the different industries. Retail trade is T or C's largest industry category at just under \$900,000, compared to the county's biggest GRT which is construction. Construction is the second in T or C with \$679,000, accommodations and food is about \$427,000 and healthcare and social assistance is about \$404,000. This is important because T or C has a fairly diversified GRT base. Tourism matters, but it's not the only thing generating revenue for the city. This doesn't tell you exactly what's going on in the individual businesses around town. So the strong total GRT doesn't tell us about hotels, restaurants, visitor-related businesses, or other sectors that can offset. So what did I

include in tourism-sensitive GRT? For this analysis, I pulled three categories that I thought best showed visitor activity: accommodations and food, arts and entertainment, and retail trade. I want to emphasize that I'm calling these "tourism-sensitive", not "tourism-specific". So they'll still have GRT even if we don't have tourism. A resident buying goods or services still generates retail GRT just like a visitor does, a local resident eating at a restaurant is included, and the accommodations and food, so we can't take these numbers and say that tourism dollars are what – so we need to look at these more closely. On Slide 8, I pulled each entity individually. Sierra County has risen from \$993,000 in 2023 to a little over \$1 million in 2026, while T or C moves from approximately \$1.365 million to \$1.342 million to \$1.327 million, so that is a decline over time, you can see it in the chart. T or C's overall GRT is up, but these three tourism-sensitive categories combined have gradually declined year over year.

City Attorney Rubin: So when I'm looking at those four bar graphs you have up there and trying to read it. What is that top number?

Amber Vaughn, Sierra County Manager: This first one is Sierra County and that is \$993,000

City Attorney Rubin: I meant on the Truth or Consequences side.

Amber Vaughn, Sierra County Manager: Yes, that is \$1.384. And then in 2026, it went down to \$1.327.

City Attorney Rubin: Alright thank you.

Amber Vaughn, Sierra County Manager: Yeah, and even just looking at it, we can see that Sierra County's has gone up, while Truth or Consequences has gone down over that time.

City Attorney Rubin: You know, I think what deceived me from my own perception was that if you look at the 2026 bar graph, it only looks about half as high as 2023, but actually the difference isn't quite as stark, though.

Amber Vaughn, Sierra County Manager: Right, and still showing that over those periods of time, that GRT has fallen, the tourism-sensitive GRT. So this right here kind of gives us our first indication that the economy is being affected by lower visitation. The next slide is the other two entities, Elephant Butte and Williamsburg. Elephant Butte went from \$164,000 up to about \$182,000, then back down. Williamsburg is \$222,000 up to \$446,000. These are on a separate page because they deal with smaller dollar amounts so they don't really compare on the same page. The next one I went through was the Lodgers' Tax, this is where I think we see the clearest evidence in the visitor economy, because it's much more directly tied to overnight stays. For Truth or Consequences, January-June, Lodgers' Tax was about \$268,000 in 2024, it fell to about \$252,000 in 2025, and then about \$229,000 in 2026. That's a decline of approximately \$39,000 or 14.7%, compared with 2024. So we're seeing fewer lodging dollars, but we're not

seeing the same decline in overall city GRT. I also looked at the labor market, the February unemployment rate peaked at 7.9%, then declined to 6% in June. January-June, labor force increased by 17, employment increased by 67, and unemployment declined by 50. 6% is still elevated, so I'm not suggesting there isn't an issue, but the most recent data doesn't show continued deterioration. Here's what the data shows. T or C's overall GRT is actually strong, and we see significant activity in retail, construction, health care, and other sectors, but I also don't think we can ignore the warning signs. Lodgers' Tax is down, T or C's tourism-sensitive GRT has gradually declined, and the holiday visitation we can compare are lower in 2026. The labor market showed some stress early this year, although June numbers have improved. My takeaway is that we are seeing some visitor-related indicators trending downward, but because the lake is now extraordinarily low, I think the important thing is to continue tracking these same indicators over the next year or two to see how that affects it. I'm really curious about July's GRT numbers. GRT numbers are two months behind, so I won't get those until September 15th, but I plan on updating this presentation with that information. With that, I will stand for any questions.

Mayor Hechler: So your time frames ended in June.

Amber Vaughn, Sierra County Manager: Yes.

Mayor Hechler: Visitation's been down dramatically at the lake, so the hard numbers are yet to come, is that true?

Amber Vaughn, Sierra County Manager: That is true, July, August, and September are going to be the key months because those are still very heavy Summer tourism months. And we know, anecdotally, I live at the lake, I see there are fewer people out there, and there are not as many people on the water because they can't get there. So yes.

Mayor Hechler: Okay, well thank you so much for taking the time to come and present. I thought you did a wonderful job when we attended the county meeting, and I thought it was necessary for you to be here. So thank you so much.

Amber Vaughn, Sierra County Manager: Of course, thank you for having me, and any time you need me, just let me know.

Mayor Hechler: With that, and the reason I had Amber come to present to us today, I've worked with my counterparts, Mayor Holcomb and Chairman Paxon, and with their respective commissions, they have all passed a disaster declaration regarding our economy and the lake elevations, things of that nature. We're the third entity to do so, and we feel that there is strength in numbers. If all our major entities assume a disaster declaration, or forward a disaster declaration to the governor's office, we feel our voices have a better chance of being heard. With that, I have included a disaster declaration within the packet. If you go to page 421, if you've all had a chance to review, is there any discussion on the declaration itself?

Mayor Pro-Tem Mitchell: I was just curious if anybody had public comment on that particular item and they wanted to speak up before we made a decision?

Mayor Hechler: Does anyone in the audience wish to comment on this particular aspect of our agenda?

Nate Stephens noted that he would like to speak on this topic.

Mayor Pro-Tem Mitchell: This, to me, seems like a very big topic. I understand that the other communities did it, so we probably should too, but I wasn't sure if any of our constituents had any concerns about it that they wanted to be addressed. Originally, it was after public comment, so there wouldn't be an issue, but because we moved it prior to public comment, I just wanted to make it clear that if somebody did want to speak on it, we did not lose their voice.

Mayor Pro-Tem Mitchell made a motion to table item G4 until after public comment. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Discussion was resumed for this item after public comment.

Mayor Hechler: We did have one comment during public comment on this item, was there any further discussion on the declaration? Any recommended changes or improvements?

City Attorney Rubin: And I looked at it, as we talked about, I think it's the usual format we use for a disaster declaration. It has the 4 "whereas" lines basically saying what your authority is to even do it, and then towards the end it tells you really what we're resolved to do, which would include, for example, our position is that we should have this declared as a disaster. Then of course it talks about the economic impact that we're looking at. I looked at it, I thought it was fine, unless anybody had any questions for me.

City Manager Whitehead: I have a few comments. First, I would like to really express my thanks to County Manager Amber Vaughn. We were fortunate to see the presentation, it was nice, I got a little extra time because I didn't have to put that presentation together, she did a great job and I'm appreciative of that. I presented to each of you a document showing the last two years of Lodgers' Tax. That's a prime indicator, and I certainly wanted to make sure that you saw those numbers were relevant. We did see about a 16% decline in Lodgers' Tax from 2024/2025 to 2025/2026. If you've kept up with Angela's presentations through Lodgers' Tax approvals that you've done, they've been conservative because the numbers have been down, and we've kind of been paying attention to that number; definitely, we're seeing that 16% decline. We also had MainStreet reach out and have conversations. I think we might draw a correlation where the lake is not a direct effect on what we're seeing. We didn't break down the Lodgers' Tax to see how much – were the hotels still consistent? Maybe we're losing revenue from Airbnb, they might be using the downtown area a little

more prominently than the lake traffic, so we certainly don't have that number. But in some areas, some of the businesses felt that there was definitely a decline due to the economy. Let's not lose sight of the fact that gas is around \$4 per gallon, diesel is at \$6 per gallon, as I saw when I was driving through the state this week. There are other factors that potentially could be driving what's affecting T or C. But the lake is certainly a significant factor. I've shown you the GRT running that same report to say that we have been consistent. I was reminder that looking at an economic downturn really is looking at it with a recession state of mind. As a financial advisor, those of us who would be looking would know that you never know you're in a recession until the recession is over, which was your point, Mayor. We don't know the data from July and August, we won't see that until September and October. So just bear that in mind that these numbers could continue to trend down. The mayor, his counterparts, and myself all worked together to draft this declaration, and we do want to be supportive where we can to other agencies within our region. If the state park needs assistance with improving the park or providing access with what we have – because again, we do have water, there is availability. But it's amazing, I'll finish with this, we just came back from the Municipal League meeting, it was asked of me constantly, "How bad is the lake?" so the sad part is that that message gets out, the marketing gets out on the bad side, so that has a definite effect even if the lake does have water and there are opportunities to recreate in it. So it may not be directly finding a way to help a business, it may just be us thinking different ways to market and use what we have to remind people to still come to Sierra County, still come to Elephant Butte, and that there are still plenty of things to do, if it's not the lake, it's the trails or downtown. I just want to make sure we have a broad picture, and then more than anything, let you see real data from your financial reports that do support the fact that we are in a downturn of our economy. Thank you.

City Attorney Rubin: I just wanted to mention that when Amber did the presentation, I said something about what I was seeing by the numbers. I did not mean to say at all that I was being deceived by anything she was saying, it was my own interpretation that was a little off. Just wanted to be clear about that. I agree with what the Mayor and City Manager said about how the impact from the last couple months will be very telling. I'm in favor of going forward.

Mayor Pro-Tem Mitchell: My only concern was that declaring a state of emergency almost broadcasts, like Gary was saying about people's perception being "Sierra County is in a state of emergency, don't go there." And I worry about that. But again, if we present it in a way that shows we have to do this in order to be united and stronger if three communities are supporting this disaster, as opposed to just one by itself. I do get that. My main concern was scaring people away, but I also understand that if we're going to try to get any type of funding to help alleviate this, we're going to need to be strong together.

Commissioner Hoepfner: My motto is always "Together we can make a difference" and that is part of it. We help each other here, when there is a disaster or an emergency, I know that Elephant Butte and Williamsburg would do the same for us, to help us get funding, etc. When it comes to things to do in Truth or Consequences or the

surrounding county, there is plenty to do. We should continue using social media to promote the various events going on in town, and we can still show people that yes, the lake is low and maybe you can't go boating right now, but it will help show that we are doing our best to provide services to everybody who wants to visit us. It's still a good place to relax, get away from the city, attend upcoming events, and we are always welcoming everybody to continue to come visit us and support us. I would like to encourage visitors to still visit Elephant Butte and support their businesses as well.

Mayor Hechler: In closing, I will say that many of our businesses rely on our local economy, and we know that the trend is down, certainly with Lodgers' Tax, and some businesses are in precarious positions. It's ore important than ever that we support our local communities, support our local businesses, and do whatever we can. Stay off of Amazon visit some of our stores downtown, ask your relatives to come visit our community, there are a lot of things to do. Promote our community whenever we can, I think that's an important thing to do. As I said earlier, the trend that's going to happen, we haven't seen yet. I don't want it to be any worse, but I know that several of our businesses are on the cusp, and we need to support as many of them as we can.

Commissioner Glines made a motion to approve Resolution No. 18 26/27 Declaring a Local Disaster Emergency related to the Elephant Butte Reservoir. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Alice Hutchins addressed the Commission with comments related to:

- Despite my smile, I am angry, frustrated, confused, dismayed, and discouraged. The people in this county have spent hundreds of hours researching data centers and the things involved around them. You know what would be amazing? If our elected officials county-wide would reach out to the people in this community and say, "What do you know? How can we learn? How should we move forward or not in this area of potential growth?" yet when Jason Bak of Green Data, and James Prendamano of PreReal call, there is time to listen to an official presentation. What was said? We want to know. Data centers are the next great hope for Sierra County? Money to be made? Good paying jobs? What did they promise us? Why were they not invited to share the information with the citizens of this county? We want to hear what they have to say, and we want them to hear what we have to say. It's reported that Jason Bock called the members of project consequences "uneducated people who don't believe in facts or science" how did he reach that conclusion having never held a conversation with a single one of them, not knowing a single aspect of their backgrounds? This kind of dismissiveness and disrespect is fuel to the fire of anger growing in the bellies of Americans all over this nation. At the heart of anger is always fear, and we are afraid. Afraid of having our quality of life diminished or destroyed by people who care about themselves and their bottom line only. Our elected officials are a fragile firewall between us

and the waves of money, greed, and misinformation headed our way. In this instance, I am really grateful that New Mexico is always a step behind the rest of the nation. We can clearly see what is happening to our neighbors. Texas just paused 1,800 new data center construction over power grid concerns. The rest of the country is in an uproar. The handwriting is on the wall. We are really angry and you all are getting the brunt of it. I know you love this community and serve out of a desire to chart a path forward in the best interest of us all. But you can't be followers, you have to do the research, you have to be wise, you need to lead this community. Dolly Parton, may she rest in peace, said, "If your actions create a legacy that inspires others to dream more, learn more, do more, and become more, you are an excellent leader." We are rooting for you, we need your courageous leadership now, more than ever. Thank you.

Micheal Hutchins addressed the Commission with comments related to:

- Some of our elected officials are meeting privately with real estate and tech moguls to discuss placing data centers in Sierra County. This information should be shared in a public forum where we can demand full, honest disclosure about data center technology and environmental impacts. Please consider the following on data centers:
 - Jobs – There are good-paying jobs for constructing data centers, from about 50-2,000 depending on the size of the project. Post-construction, those numbers drop significantly. Be wary of job claims that are mostly short-term, likely for out-of-state workers, and come at a huge environmental cost.
 - Secrecy – Google and the Dalles, OR spent 13 months fighting to hide Google's total water consumption. They claimed this information was a "trade secret". The public eventually learned the data center uses 1.9 million gallons of water per day. Be ware of non-disclosure agreements and data kept "secret".
 - Rish – Data centers have proven to be noisy, polluting, energy-guzzling neighbors. Ask hard questions of these moguls like, "How will they clean their systems without spilling toxins like Meta did this February in Cheyenne, WY?" "How will they power their cooling units without increasing costs to the current grid users? Will they mitigate noise pollution?" Be wary of big talk with no answers.
 - Water – Yes, the desert's low humidity speeds direct evaporative cooling. The problem, though, is that the total amount of water is both direct and indirect need for this cooling. The direct water need ranges from thousands to millions of gallons of water per day, depending on the size of the data center. And the Indirect consumption is up to 12 times higher. More efficient alternatives like closed-loop systems use less water for cooling, but require huge electrical needs from off-site power sources. The environmental impact is relocated rather than eliminated. Brackish water cooling can reduce pressure on freshwater supplies and meet sustainability goals, but it introduces corrosion, scaling, pretreatment,

brine disposal, and compatibility issues. Be wary of those touting new technology that just creates different problems.

- China – Some believe we need more data centers to stay ahead of China. The United States currently has over 4,700 data centers across all 50 states and 5 territories; about 45% of the world's data centers. China is fourth in the world, with 449 data centers. We have already won the race with China, 10 times over. Be wary of false claims of staying ahead of competing nations.
- I do not believe we should allow data centers in a desert environment like Sierra County. The risk to our surfaces and sub-surface water is too high, the environmental cost outweighs long-term jobs, and those promising these data centers do not have Sierra County's best interests at heart. AI is expanding faster than regulations, so my bottom line ask for each of you is; be wary. Thank you.

Sulome Anderson addressed the Commission with comments related to:

- I would just first like to say that I did not come to Sierra County to start trouble, I came here to rest and heal myself from a lifetime of trauma, relax my nervous system, and raise my child differently than I was raised. You know why I'm here. We at project consequences know about these meetings. We know what was said in these meetings. We know that Jason Bak sat there and lied to you, and you know why we know that? Because we've had actual scientists and experts in their field examine the claims that he's making to you in these private, backdoor meetings, and they are completely untethered from scientific and technical reality. You are being grifted. We want you to know that. And if you're being grifted, we are being grifted, so we ask you, please, to understand that when Jason Bak and these people in these meetings are laughing at us and calling us cavepeople, saying that we're uneducated, they're not actually laughing at us, the opposition of this movement, they're afraid of us. They are laughing at you because they are looking at you and seeing people that they think are too gullible to check their claims. They are looking at you and seeing people that they think are so desperate for their cash that they will take anything and believe anything without checking the science of it. We ask you to please check with experts about these claims.
- I would also like to say that we, at project consequences, get a reputation over anti-industry, anti-business, and anti-economic development. That is not the case, we are 100% pro-healthy economic development in this area, in this region, and in this county. We invite you, as our elected officials, to think about the fact that your constituents hate this. And I'm talking a majority of your constituents on both sides of the aisle. If you think it's just democrats, you're mistaken. I'm an independent, and we have conservatives coming to us all the time privately and telling us how grateful they are for our efforts. Please understand that this is widely reviled by your community. Please keep that in mind.
- We also invite you, as our elected officials, to conduct yourself in private the way you would want the community to hear you conduct yourself in public. We also invite you, as our elected officials, to please think about industries that work for

this community, that actually employ members of this community, so that the members of this community can access their goods and services, that just don't put money in the pockets of out-of-state and out-of-town grifters who are trying to make a cold buck from this community. Let's think about that, let's work together on how to see this community thrive in a healthy way that is good for us all.

- I would also like to say that project consequences really asks you to consider what your constituents want. Please understand that we are here not to fight with you, not to argue, not to sit here and scream at you and be disrespectful, that is not our goal. What we want is to work together in a way that is healthy for this community and that your constituents actually want. Please vote for us and not for these people with a lot of money and promises and nothing to back it up. Thank you.

Steve Green addressed the Commission with comments related to:

- There isn't water, water everywhere, and yet we are connected with our neighbors and share the rewards and the disappointments of water's existence. No city should ever stand alone, and I encourage the Commission to support the disaster declaration issued by the county and Elephant Butte. Our most important asset for survival is water. It's front and center in discussions about data centers. Large corporations are looking at New Mexico and possibly Sierra County for their data center home, because why? Cheap land. They think we're not sophisticated, and they can just run over us. We are so hungry for short-term gains that we lose sight of our future. Yes we need jobs, yes we need appropriate businesses that add to our economy without taking our future away, and that's what a data center will do.
- The county got it right with a resolution that has put a moratorium on any data center coming into land governed by Sierra County for 18 months, to have the opportunity for fact-checking, including water studies and down-stream impacts. As an aside, in one winter our sheep farm got 240 inches of snow in upstate New York, that is the type of area that can support, and where data centers should be built, not in the Sierra County and Chihuahuan desert.
- Water and its appropriate usage will determine the very future of our existence. Drought, climate change, water compacts are real. Let us be careful and thoughtful stewards of the land. It is our gift to our future generations of our citizens, tourists, ranchers, farmers, and businesses. Thank you very much.

Nate Stephens addressed the Commission with comments related to:

- Good morning, Commissioners, and more importantly, good morning to everyone listening at home. I want to ask Sierra County a question this morning. While we are fighting amongst ourselves, are we missing the boat?
- Think about how much energy we spend fighting. Citizens organize, petitions are circulated, lawsuits are filed, industry hires attorneys, lobbyists are hired, politicians are pressured, neighbors become opponents. Millions of dollars, thousands of hours, and an extraordinary amount of human intelligence are spent deciding who is right and who is wrong. Meanwhile, our young people leave, businesses struggle, buildings sit empty, infrastructure gets older, our tax

base struggles to support the community we want. Another year passes, then another, then another. So I keep asking myself: What if we pointed all that energy in the same direction? What if instead of spending millions of dollars fighting over development, we invested more of that money, intelligence, and energy into figuring out how to develop responsibly? What if the environmentalist sat beside the engineer? What if the fisherman sat beside the developer? What if the farmer sat beside the water scientist? What if the citizen who fears industry sat across from the company that wants to invest here, and neither one began by asking, "How can I defeat you?" What if instead they asked, "How do we solve this?"

- Because the problems are real. Water scarcity is real. Economic decline is real. Our children leaving Sierra County because they cannot find opportunity is real. And the responsibility to protect this extraordinary place is real. But none of those problems will be solved by standing on opposite sides of the street yelling at one another. Problems are not solved by choosing corners, they're solved by choosing a table. And Sierra County has the opportunity to build that table. Beneath us may be geothermal energy, deep brackish water, and potentially recoverable minerals that deserve serious scientific investigation. Imagine producing reliable clean energy here. Imagine developing alternative industrial water sources instead of simply competing for our precious fresh water. Imagine recovering useful minerals from that water, treating it, and putting it to beneficial use. Imagine attracting new industry because Sierra County can offer something extraordinary; energy, water innovation, open land, technology, and accountability. Then imagine telling industry: "Come build here. Come invest here. Come create jobs here. But if you come here, you will protect our fresh water. You will protect our land, you will measure your impact, you will publish the results, you will be held accountable. And you will leave Sierra County better than you found it." Why is that impossible? Why must our choices always be development or environment? Jobs or water? Industry or our way of life? I reject those choices. I believe we can protect the river and create the jobs. We can protect the aquifer and grow the tax base. We can welcome investment and demand accountability. We can give our children opportunity and still leave them the mountains, water, and open country that were left to us. But we have to be willing to sit at the same table. Bring the scientists, agriculture, environmentalist, industry, our elected officials, our citizens, and especially bring the people who disagree with us. Put the evidence in the middle of the table, and if the science tells us something cannot be done safely, don't do it. If the science tells us a resource needs protection, protect it. But if the science shows us a responsible path forward, then we need the courage to take it.

Cheryl Ray addressed the Commission with comments related to:

- We all bear some responsibility for being asleep at the wheel as big tech rammed these AI data centers through. But the subterfuge and arrogance is especially galling in the case of Spaceport America. They were mandated, on our dime, to do aerospace and to attract aerospace tenants. Five AI data centers really strain the definition of aerospace tenancy, and yet here we are. Under cover of

darkness and zero public participation, Spaceport drafted a sublease with a tech CEO who has a very shady history, and no actual experience building a data center. As I understand, this sublease is currently awaiting approval from the land commissioner. Did Spaceport even vet this guy? Was the carrot he dangled before them so enticing they went into denial over his complete lack of experience and accomplishment? Did they ignore something so basic as the fact that we just don't have enough water or energy for a project like this? I know the potential to expand the tax base is very tempting, but if the inexperienced and unsuccessful Green Data CEO is lobbying you in private, please don't fall for it. Like all the predatory actors of big tech, he is all stick and absolutely no carrot. Thank you.

Stacy Hay addressed the Commission with comments related to:

- What I want to present is in California, where I was living before, there was a gold mine that was put in in 1980, this was before they had to have bonds. This gold mine, over the years, it was there for 20 years, that's it, it took out a high school, an elementary school, it displaced a whole community. At the end, the company was a Canadian company, and they filed bankruptcy, and they did not clean it up. They left this mess for us, the taxpayers of the county. And later, when that piece of property, after it had to be cleaned up, still wasn't clean enough for it to have anything else to do. So it sits there empty, and it sits there raw, and it's not being used because it's still not cleaned up enough, even though the county paid for it, us, the taxpayers. So if anything is going to be done, you better have millions of dollars set aside in a bond so that if anything happens as far as data centers or whatever, to clean it up, because it's going to happen. You're going to have to clean up the mess and we're going to have to pay for it.

Mayor Hechler: Thank you everyone for your presentations and candor, I think they were well-received and we listened to them. Thank you so much.

E. CONSENT CALENDAR

1. **Acknowledge purchase report of items under \$60,000**
2. **Take Home Vehicle Form: Police Department**

Mayor Hechler moved to approve the agenda as submitted. Mayor Pro-Tem Mitchell seconded the motion. Motion carried unanimously.

F. NEW BUSINESS:

1. **Discussion/Action: Land lease agreement with Love's Travel Stops & Country Stores, Inc.**

Assistant City Manager Alvarez: I'll give some background on this, and then refer over to our City Manager while they work on getting Barbara with Love's Travel Stops connected, since she'll be attending virtually. Love's is requesting a lease of approximately 350 square feet of city-owned property near exit 79 for a directional billboard. There is a draft lease included within the packet, we do have some edits; a

little bit of back and forth between our City Attorney, as well as Loves' attorney, that we will still need to finalize. We did a comparison for the land lease, we based that off of the appraisal we had done for property land lease out by our airport, so that only came out to an estimated \$14 per year. What we're proposing is maybe an annual rent between the \$500 to \$1,000 per year range, I think Love's is looking at maybe a \$750 per year to lease that small section of property. Love's would be responsible for permitting, construction, utilities, maintenance, insurance, and removal and restoration of the sign. The purpose of the sign is to make sure the trucks see clear direction to go towards the Love's Travel Stop as opposed to either getting back on the freeway to head south accidentally, or turning the wrong direction and heading in through town, and potentially having to pull the big rigs through town. With that, I will turn it over to the City Manager for his statement.

City Manager Whitehead: Just to support Traci's presentation, if everybody remembers correctly, as we've worked our way through the Love's application and getting them onboard, one of the items they had asked was if it would be possible to lease space on our water tanks. We had talked about that in several meetings, they recognized that they wanted to put something on the tank that would help direct users to their location. In those meetings, we had proposed doing something with that, and then sharing another tank where we would put something that would be, "Welcome to the City of Truth or Consequences" and we kind of went back and forth. In conversations with Barbara and the staff, Love's had indicated to us that they felt like that would be a little bit of liability for them, painting the tank. They had seen situations where they've seen where the paint could be corrosive or cause problems, so they kind of backed off of that idea and we started pursuing this idea of a billboard. As you know, there are five billboards at the airport property that I've talked about over the course of the last year. We did extensive research, I have to thank Angela, the staff, we looked hard to find those leases. We could not find a contract for any of those particular leases, but what we did recognize, in conversations, was that those billboards have been leased for more than 50 years to individual users. Those users pay about \$150 annually, but they only lease the land, the city does not own the billboard. The individual then has to make an application to NMDOT, follow the proper sign ordinances, and then they're responsible for all the information that goes on that sign. In that research, I was hoping to really craft this proposal off of that, but it turns out we really don't have it, so we want to probably use this item to craft future leases in the future. I want to be fair and open that those billboards at the airport have been used for a long time under a same/similar condition, the owners receive an invoice, they pay their bill, they've not asked any questions. So I don't want to say that we're looking to raise their rates from \$150 to \$750, but we do need to look at those, make sure they're properly contracted, we know how they get handled, and then kind of follow the same terms. In this particular lease, what we would be proposing is similar, we would just lease the land. This would be inside the fenced area around our water tank, there is sufficient area to move, it would not hinder anything that we do, it wouldn't be in the way. We offered that we would not provide any electricity, so the sign will have none, they'll have to figure out a solar application or some type of reflective paint. Our recommendation is that we follow what we had started with them, we back off the tank presentation, and move to this billboard

opportunity. I thank Assistant City Manager Alvarez for working so hard on ensuring that we're within policy, within code, and everything does seem to be in order. With that, you are welcome to visit with Barbara and ask any questions that you might have.

Mayor Hechler: I'd like to acknowledge that first of all, there is a need for a sign there. I live pretty close to that area, and constantly I see people going down towards the interstate because they see the Love's sign high in the sky, and they'll turn left, and then they're back on the interstate and they miss Love's. That's a traffic hazard that needs to be rectified, and it's happened on several occasions, so we need to put something there. I'm glad that you're thinking about it and willing to move forward. If you break it down per square footage, it doesn't make sense because it doesn't even pay for the cost of administration. To administer this lease and things of that nature, we need to have a base pay. I think that should serve as a formula for other base situations like that in the future. So I think we need to come up with that to some degree. I also want to be cognizant that when you put a sign up, I know they may only take 32 square feet, but it influences whatever else goes around that sign. So although the lease itself only picks a small percentage of the area, it does influence a larger area because of the virtue that the sign's there, and that other things can't be built close to it, and that does change the narrative to some degree. There are some opportunities lost in some instances if we go that way. So in my opinion, we should establish a base pay, and then above that, we can figure out if there's any other percentages we want to add to it. If we want to take a base and then add a percentage like the 14 or so foot on top of that, we could come up with some different scenarios. That would be my recommendation.

City Attorney Rubin: One thing I would just mention is that as Ms. Alvarez pointed out, there have been some versions going back and forth, we got a redline version. We still saw a few things in the lease that we still might want to work out. I think the idea, and correct me if I'm wrong Ms. Alvarez, but I think the idea might be that if we can agree on what the rental amount will be, you might want to just agree to the concept of the lease, and then allow us to make whatever additional changes we might want to make and authorize us to go forward without having to bring it back to the Commission. Is that correct?

Assistant City Manager Alvarez: Yes, if I could also just add, this is just for the land lease. We do have a process through zoning that they will still have to go through for the signs, and there are fees associated with the size, dependent on the sign as well.

Mayor Hechler: Is there anything you'd like to add Ms. Peck?

Barbara Peck, Love's Travel Stops: Thank you. I really think you kind of covered everything. We're trying to get that traffic to keep going past the southbound onramp. Like you said, they're really seeing that sign. Our sales numbers we anticipated that we had reported to the city, as we were going through the process of the development permitting were not getting to those levels. We're less than 50% of where we need to be. The earlier conversation in your meeting about the economy, we recognize that has a certain amount of impact to it as well, but it just makes it even more critical for us to be

able to find a way to maneuver those big trucks past those water tanks to get to our entrance. We're certainly open to other ideas that folks have, we are working and waiting on the state for the blue board signs that are at most exits. We call them trailblazers, but they have the arrows on them pointing you in a certain direction. However, the state is going through an RFP process and we've been told it could be 18 months or more before they have a new contractor to manage those blue boards. This is another way for us to try and solve the overall problem. We really appreciate the city working with us and having this as an opportunity to present to the Commission today. We hope that you will take it under advisement and help us help the community.

Commissioner Glines: My main issue is I see a future of having art on water tanks in this town, up and down I-25, and we don't have that presented in our city. I know it's kind of a steep edge when you come off those water tanks towards I-25, how high is that sign going to be? Would it actually block the water tanks themselves? I can see it on the map but I don't have a good point of reference of how close that is. It almost looks like it's down in that parking lot, that turnaround area on the dot, but I don't know if it's right up on the water tank along the fenceline, which would make it higher.

City Manager Whitehead: We've not actually walked the site, but our vision is that the sign would be just high enough to extend past the height of the fence, which is 6 feet. And then it would be in a location kind of in between the two tanks. It would probably need a little walkaround to make sure we accomplish that, because I agree that if there was a project that needed to be there, we'd want to accomplish that. We would also want to make sure we could accommodate potential other users, we definitely don't want to just favor Love's, if you will, if some of the downtown businesses or someone else wanted to put a billboard and needed to use that space, we'd want to make sure we have enough space to accomplish one or two, so that if another business wanted to lease that space to direct traffic, we'd need to be open to that. I certainly would indicate that we can definitely get up on-site and look and find the most advantageous spot. I didn't measure it, but there's about 35 feet between the tank and the fence, so it could be done in an area closer – we would want to put it as close to the fence as we could so that it never interferes with our ability to maintain the tank, work on the tank, drive around the tank, etc. So we can certainly look further into that.

Commissioner Glines: My next thought is, is a billboard there our best idea going forward, when we could have wayfinding signs, I know we don't even have the true wayfinding signs besides "Las Cruces, Left" and that sign is perpendicular to the road itself, if not past it, as you're going up Hubble toward Love's. If we added a simple wayfinding sign there also – maybe a Love's sign with an arrow? NMDOT style with the blue and then the gas, that could also be useful, it would be a small road sign and we could put three of them across there also.

City Manager Whitehead: I think it would be worth our time to investigate what we could do at the actual exit on both sides to do wayfinding for everybody so that when you come off the freeway, you get a clear opportunity. They would be paying to put a sign that just continues to move traffic over, but it would be worth our time to find that and

see if we couldn't do that. As you know, we just did an MOU with the county because that land right on the other side of the freeway is privately owned, but it's in the county, but there could be some workaround we could do there and work on that as well.

Commissioner Glines: I don't mind the idea of a billboard there, I just think it would also be advantageous to have billboards for local businesses here so that you can get the traffic to Love's, they see the billboard, and we get them back in downtown. I'm not specifically worried about the trucks, but of the advertisement space if we're going to lease it out, not just specifically to Love's. Something to look more into for future use of the land.

City Manager Whitehead: We could agree with that.

Mayor Hechler: I think we can acknowledge that we need to enter into some type of agreement because the pressing issue here is traffic, and we need to create a safe passage for folks, it's a safety concern for us. We have to move on something, I think I'd like to leave it up to management to negotiate with the discussion that we had, and then come back to us on the placement of the sign so it doesn't interfere with the water tank itself, and potentially to provide other ways to advertised our community.

Commissioner Glines: As far as the number goes, I agree with you, I feel like per square foot, that's very, very cheap compared to what we recommended for the \$1,000 using the airport appraisal rate. I don't know what to recommend as far as more.

Mayor Hechler: I think there's a base rate that for all applications, this should have a base rate, there should be a minimum charge for anything that we do along this line. Whether that's \$500 or \$750 per year, that should be a minimum charge. And then above that, we could add square footage or something along those lines. That would differentiate those things a little bit, compared to what they're trying to do. I think I would leave that up to the City Manager to negotiate and report back to us.

City Attorney Rubin: Do we need to actually have a figure? I wasn't sure what you said about the rental, I don't really know where we were on that. How did you want us to proceed on that? Or did you want it brought back to you for your determination? I wasn't clear on that.

Mayor Hechler: I think we want to figure out what the base rate's going to be, no matter how makes the application. Obviously, Love's is a multi-billion dollar corporation that can afford anything we ask, but we're not going to do that. We want to be fair across the board, so it's got to fit a lot of different scenarios, and I think that's worth discussion.

City Manager Whitehead: If you look at the presentation we've made, we anticipate it's something around \$750 annually for that base rate. We're getting \$150 – again, using the square footage from the lease that we have, we've done an appraisal on our land to see what it should be, and the lease would be \$14.50 by that. Even if we used a base rate, plus the square footage, if we did \$500, we're still not going to get to \$750, so it's my

recommendation that we perfect the lease in and around the \$750 mark, and if you feel like you want to set a rate of \$750, plus square footage cost based on the appraisal, I would ask that you make that in the motion, and then we would just negotiate that. In this particular case, the base rate would start at \$764.50. It would be that rate for five years, and then there would be an escalator based on the economy, to go up after the five years. We would propose something like that, where it's set, and then it has an escalator, and it climbs as we go. Our recommendation would be \$750 should at least be the base rate at this point.

Mayor Pro-Tem Mitchell made a motion to allow city staff to negotiate a lease agreement with Love's Travel Stops & Country Stores, Inc. for an annual lease rate of at least \$750 and authorize the City Manager and City Attorney to finalize and execute the agreement. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler: I am curious about the placement of the sign and its surroundings. I don't know if we need to bring that back or not, I would trust you to do it in a way that –

Commissioner Glines: It's going to the Planning & Zoning Commission, right?

City Manager Whitehead: It depends. It doesn't necessarily have to go. Based on the sign application process, the size they pic would fall within the code, but we definitely have the ability to meet with Barbara and their staff on-site and go look at the actual location and identify that clearly, where they get clear line of sight visibility from the turn, and we protect the tank for future art. I think we could find that perfect spot and then develop it.

2. Discussion/Action: Conditional Use Permit (CUP) – Shipping Container at 818 N. Magnolia Street.

Assistant City Manager Alvarez: The owner is requesting a Conditional Use Permit to allow an existing shipping container to remain as an accessory storage unit on the residential property. The owner was unaware of the requirement, so we're bringing them into compliance right now. This went before the Planning & Zoning Commission and there was no opposition. The Commission unanimously recommended approval. With that, I will stand for any questions.

Mayor Hechler: There were extensive notes by the Planning & Zoning Commission, so I think they asked a lot of the questions that we wanted to know about, and I think that is sufficient.

Mayor Pro-Tem Mitchell made a motion to approve the Conditional Use Permit (CUP) – Shipping Container at 818 N. Magnolia Street. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Conditional Use Permit and Variance Requests for Parcel #2878573667187.

Assistant City Manager Alvarez: Ready Rigs Towing is requesting a Conditional Use Permit, as well as three Variance requests, for a secure towing and impound facility. The property is located in the C-1 commercial district. The facility would allow local law enforcement impounds to remain in Truth or Consequences instead of them having to take them to their main facility in Anthony. The Variance is to allow the storage of impounded vehicles for more than five vehicles outdoors, as well as a potential 550 square foot office building instead of the 800 square foot. We did present this to the Planning & Zoning Commission, there was a neighboring resident that raised some concerns regarding noise, lighting, and trash. The Commission did unanimously recommend approval, with conditions requesting the towing company address some of the noise and light impacts. We also recognize the fact that this is a Conditional Use, subject to annual review. The towing company will not be doing private tows, they will just be working with our local city, state, and Sheriff's Department for impounded vehicles during a law enforcement process. With that, I stand for any questions.

Commissioner Glines: Do we have the actual list of the approved towing companies that these law enforcement agencies call? How many people are on that list total?

Assistant City Manager Alvarez: Ready Rigs Towing is here to answer questions.

Humberto Valenzuela, Ready Rigs Towing: I believe there are 4 companies, one of them is us.

Mayor Hechler: And the way it works is that you're rotated a week at a time?

Humberto Valenzuela, Ready Rigs Towing: Yes.

Commissioner Glines: I guess my idea is, we're taking cars from downtown T or C to some sort of border of Texas, across counties, I don't understand why we're so far outsourcing a towing yard. This is just me trying to understand how this works.

Candy Torrez, Sierra County Dispatch: They are on rotation for a week, 7 days. Every Sunday we change out the rotation. There for a while, we only had 2 wreckers that were on rotation, one of which hasn't answered our calls since December. So technically, we only had 1. We also had Bartoo, but they're more class D wreckers for the bigger RV's and stuff like that. Our biggest concern was officer safety – if they're on the side of the highway and they have an arrest, they have to stay with that vehicle, as well as the arrestee until the wrecker company comes. Sometimes it would take an hour, maybe even longer depending on where they were coming from. We would also have to call out to Garfield sometimes as well, which is also out of town. It isn't that far, it's closer than it is where they're at, but that's why they're trying to get this yard so that we can have a closer wrecker company for our officer safety concerns.

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Mayor Hechler: The other wrecker companies, do they have storage capabilities for vehicles? Or is our only storage capability in Anthony?

Candy Torrez, Sierra County Dispatch: I believe Sierra Collision has a tow yard, and Karr's Towing has a tow yard, but Karr's Towing hasn't answered us since December, and they haven't had a call-out since back then, and it was only one wrecker.

Mayor Hechler: How often are vehicles towed?

Candy Torrez, Sierra County Dispatch: Quite often; accidents, arrests, it can vary.

Mayor Hechler: Thank you for representing that. There's a lot of down time sometimes when an officer get on-scene and has to tow a vehicle, trying to find a wrecker service.

Candy Torrez, Sierra County Dispatch: Absolutely, our biggest thing was officer safety. If they're on the side of the interstate waiting for a wrecker with an arrestee, there's always the worry that the arrestee can get violent, or they might already be violent. We have to have an officer wait, so we have to take them off the street too, or have another officer come on-scene so they can wait for the vehicle. That was our biggest concern, having extra help, really.

Mayor Hechler: I noticed there's a letter of support from your organization.

Candy Torrez, Sierra County Dispatch: Yes.

Mayor Hechler: Thank you.

City Manager Whitehead: I'm fortunate to be able to talk with some knowledge about this, because I owned a towing company. Let me express that one of the challenges you have in the tow business is this type of a call, because when you're on rotation, you accept the call, you have to take the car. So it ends up in your care and custody. A lot of times you're picking up vehicles that the owner doesn't want to come back for. Let's say there was an accident and the car was destroyed, and there's no insurance. The towing company is stuck with that car until they can go through the process to get the title, which takes some time. In your image of them moving it, it's a nice accommodation to make sure that if they pick up a car that the owner could come back for, that it's here in our community so that the owner can pick it up here. That's the reason to give some extra time for those cars to be here. But if those cars are destroyed, damaged, or need to be put in the tow yard for up to 120 days – sometimes I couldn't get a title for more than a year and I'd have to take care of that car just to take it to an auction to get \$50 for it. So there's a real challenge for the tow companies, and that's the reason why it becomes difficult, I would assume, with the other local providers. Their yard gets full, they get to a spot where there's no money in it, so they just choose not to take those calls. So what you're looking at here is, if they leave the cars on the site that are able to be picked up, the local folks can pick those up, and then after a period of time, they would take those to their tow yard in Anthony, and then deal with it and dispose of it

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themselves. What we would hope, and when I spoke with Traci about this particular application, I for no owner to have to drive all the way to Anthony in the morning to pick up their vehicle. It would give them that opportunity.

Commissioner Glines: I mean, that's an hour and a half to two hour drive from Anthony to T or C, how does having that tow company have a storage lot cut down on the amount of time the officer is on the highway with the vehicle? Were they planning on having a tow truck driver on-call in T or C along with the office?

Humberto Valenzuela, Ready Rigs Towing: We do currently have that. We have a tow truck when we're on our rotation here for the whole week, so they respond right away.

Commissioner Glines: So they're not leaving from Anthony to here?

Humberto Valenzuela, Ready Rigs Towing: No, they're here, and once we pick up the vehicle, right now we have to take them to Anthony because we don't have a storage facility here that is PRC regulated.

Commissioner Glines: That makes more sense.

City Manager Whitehead: And Humberto brought up a great point, they are regulated by the Public Regulation Commission as well. So not only do you have to give them permission, they have to go through those state ID's. Part two; Central Dispatch does a nice job trying to find, in this case, four providers that they can create a one-week rotation with. So everybody get a little piece of the pie, but if nobody responds, they could reach out to the next one, which could be Garfield, and if they couldn't come up, they could reach out again to this company and they may have to come all the way from Anthony if they're not on rotation but nobody accepts the call. At the end of the day, the vehicle needs to get picked up and that's where the law enforcement officer would be kind of stuck waiting for someone to come and get that vehicle if it was to that level.

Mayor Hechler: One of the concerns is that we pick up these vehicles and they're not operational and you have to hang on to them for six months to a year. What keeps you from storing more and more vehicles on that lot? Is your intention to move them out and store them somewhere else for long-term use? Is it just for temporary use? How is it going to work?

Humberto Valenzuela, Ready Rigs Towing: We'll just keep them there while we get the paperwork ready and get the titles. Once we get the titles, we will be transporting them down to Anthony to scrap them, sell them, etc. That's our intention.

Mayor Hechler: And those are the ones you're going to have to keep long-term. Short-term use, though, would be more convenient for people that have their vehicles towed, right? They'll be able to get them right away if they have the proper paperwork?

Humberto Valenzuela, Ready Rigs Towing: Yes, sir.

Commissioner Glines: As far as the Variances listed for the 500 square feet instead of 800 square feet, it's a prefab building, which I saw in the minutes, is that going to be a permanent structure or a temporary?

Humberto Valenzuela, Ready Rigs Towing: It's probably going to be a pre-fabricated office or mobile office we've been looking at.

Mayor Hechler: It's not there now?

Humberto Valenzuela, Ready Rigs Towing: No.

Mayor Hechler: You have something in mind to put there?

Humberto Valenzuela, Ready Rigs Towing: Yes.

Assistant City Manager Alvarez: That will still have to go through the zoning approval process as well.

Mayor Hechler: The other thing you want to keep in mind, Commissioners, is that this is a Conditional Use Permit, so it will be reinspected after a year, so if we have issues or problems with this particular facility, then we don't have to reissue the permit. I think that's an important consideration, you know, nobody likes a junkyard in their neighborhood. I know you're not going to try to operate it as that, I'm hoping you'll stay on top of it and move vehicles out, it's good for the area, and if that's the case, we can reissue the permit when it's appropriate.

Commissioner Glines: On those notes, there's not even a full block between the next tow yard and this location.

Mayor Hechler: Manager Whitehead, you have some personal knowledge about this area, is it conducive to this kind of an operation?

City Manager Whitehead: Yes, I do own a piece of property in the back that we used for that, we went through the same process when we owned our tow company, and set that up. It is, I think their access looks correct, they have a proper easement, entrance. I'll remind you, the Public Regulation Commission requires that they have an office, and requires that it's fenced. I think once you approve this, then they would begin that process, and then the Public Regulation Commission would measure it, see it, and then provide them their permit based on that. But the area is acceptable for that, provide that they follow – we put up a fenced area, the last permit you allowed, they're finishing up their fence to make sure you can't see it, and if it's done correctly and managed properly, it should be fine.

Commissioner Hoepfner: I have a question about environmental impact. Because we are talking about accident cars, there are liquids and everything. So if, in a year, as an

example, we would say, "Who's responsible for the cleanup afterwards?" there will be for sure some kind of environmental impact. How easy is it to clean up the property afterwards? Environmentally, if you have a car, it has oil and brake fluid, and other various liquids. So would your company say, "It's not our responsibility to clean up." Or is it part of the agreement or a requirement from PRC that you will be responsible for hazardous cleanup?

City Manager Whitehead: I don't believe in our code there's any requirement for cleaning. Again, this is a private piece of property, the owners own this property, and I would assume it's their responsibility to make sure that it's environmentally sound, clean, and in good order. But you're correct, there could be a car that sits there and leaks oil onto the ground and those kinds of things.

Mayor Hechler: Wouldn't the PRC take care of some of that at the end?

City Manager Whitehead: No, I can't say, in our inspections that I went thorough, that the PRC questioned the material that was on the ground. They mostly questioned if the building was the right size, if the public could access it, and if it was fenced and safe.

Mayor Hechler: Do you drain these vehicles when they come in if there's a leaking oil tank?

Humberto Valenzuela, Ready Rigs Towing: No.

Mayor Hechler: Are they set on concrete or on dirt?

Humberto Valenzuela, Ready Rigs Towing: Right now it would be dirt. We're going to try to get gravel on there, screening.

Mayor Hechler: And do you mitigate spills, things of that nature?

Humberto Valenzuela, Ready Rigs Towing: Yes.

Mayor Pro-Tem Mitchell made a motion to approve the Conditional Use Permit for Parcel #2878573667187. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Mitchell made a motion to approve the Variance Request to permit storage of customer-owned impounded vehicles pending legal disposition for Parcel #2878573667187. Mayor Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Mitchell made a motion to approve the Variance Request to permit the storage of more than 5 wrecked or impounded vehicles on the site for Parcel #2878573667187. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Mitchell made a motion to approve the Variance Request to allow permanent construction of an approximately 550 square foot office building in lieu of the minimum 800 square foot commercial building requirement for Parcel #2878573667187. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Chaz Glines, Commissioner voted nay

Hon. Rolf Hechler, Mayor voted aye

Hon. Destiny Mitchell, Commissioner voted aye

Hon. Ingo Hoeppner, Commissioner voted aye

Motion carried with a 3-0 vote.

4. Discussion/Action: Request to vacate the Public Alley located within Block 4 of the Smith Terrace Subdivision.

Assistant City Manager Alvarez: This is essentially correcting kind of an old property issue. The request for an alley vacation is an alley that runs through an existing developed property. It looks like it was actually intended for a vacation in 2004, but the process was never finalized. We did take this in front of the Planning & Zoning Commission, they recommended approval. The alley goes right through the assisted facility up there on Silver Street, and we do have Sierra County Title representative Josh Ashbaugh present today to answer any questions regarding this item.

City Attorney Rubin: I think as we looked at it, we saw that there was not really the necessity of an easement, I think we've addressed that issue as far as that is concerned. Mr. Ashbaugh, I actually had a question, I was looking at this item this morning. I assume what would happen is the City Commission would vote to approve the vacation, and they'll probably want me to draw the vacation itself. Looking at the documents contained in your packet, which legal description do you think would be most appropriate here? I saw that there are actually a couple of deeds here that had different descriptions.

Joshua Ashbaugh, Sierra County Title Company: I think you can just do a bounds description I think, so it would be the alley within block 4 bounded on the East by lots 1-6, boundary on the West by lots 7-12 bounded on the North by Barton, bounded on the South by Paschal, as shown on the plat of the subdivision.

City Attorney Rubin: Yeah, I saw there was a 1999 quit claim deed which actually even went to a bounded description, not sure if that's even necessary or whether we need to include it.

Joshua Ashbaugh, Sierra County Title Company: I don't think it's necessary. It's bounded, the subdivision exists, we have all the bearings and distances on the lot lines

and on the streets. Frankly, I think it would be sufficient to just say the alley within block 4.

City Attorney Rubin: Right, which is what I did.

Joshua Ashbaugh, Sierra County Title Company: Yeah, it can be valid, it's fine.

City Attorney Rubin: I'm making an assumption, but if the Commission votes to improve this, and I draw up the vacation, I will go through with you.

Joshua Ashbaugh, Sierra County Title Company: Yes. And then just real quick, Mr. Rubin brought it up. Normally when the city vacates a street or an alley, they reserve under themselves easements and reversionary language to reclaim the property. Under the circumstances, we'd prefer that not occur because there's a building on top of it. We double checked with the Utility Departments, we believe there are no city-owned main water lines or sewer lines that run through that alley, my guess would be they're in Silver Street. For the power line that runs across the property, there is an express easement for that to the city. Under the circumstances, there's no real point to reserve anything in the alley itself, which, again, is under a building.

Mayor Hechler: Thank you. I guess I will defer to our City Manager, if he would recommend that, if there are no utility easements required.

City Manager Whitehead: I would really have to defer to Planning & Zoning and Traci, they worked through this. I think the staff has worked on this, and we have no concern at this point of the easement access. As Mr. Ashbaugh has explained, there's a building sitting on the property. If I remember correctly, I think we did a vacation for this sometime back, 20 years ago it was brought before the Commission. It just was never completed or finalized, so really we're just closing the loop on an issue that just didn't have that done at the time.

Assistant City Manager Alvarez: As part of my vacation requested, you get utility clearance so our water, wastewater, and electric has all gone out there and verified that there are no issues or concerns, and they've replied via email.

Commissioner Glines made a motion to approve the Request to vacate the Public Alley located within Block 4 of the Smith Terrace Subdivision as presented, and authorize staff to complete any ordinance or recording steps required. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Summary Plat Amendment at 310-316 E. Third Street.

Mayor Pro-Tem Mitchell made a motion to table item F5. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Memorandum of Understanding between the City of Truth or Consequences and Sierra County to develop a Riverwalk Trail along the Rio Grande at Ralph Edwards Park.

Item was moved up on the agenda.

7. Discussion/Action: Change Order Increase:

a. Streets- Texan Waste Equipment- \$239,414.00-HGAC BUY-Per DFA Advisement of Loan Purchase.

City Manager Whitehead: Back in April we came before you to have authorization to purchase a new street sweeper. We anticipated that sweeper showing up in May, but unfortunately we missed the one they had in stock so they had to bring another one in and we are still waiting for it to show up. The original intent of the program that we put together was that we procured a loan for \$200,000 from the New Mexico Finance Authority and then we were going to pay \$39,000 from our streets department. So, we're effectively putting \$40,000 down. Our loan advisor at the time that we finished the loan had indicated that we should pay for our portion and then the vendor would receive their money from the lending company. We would send in documents and then they would receive that. In working with our new Police Department loan, our new loan officer has indicated that their preference now would be that we pay for the street sweeper and then we apply and get our \$200,000 back. So what you are looking for is just a change order to allow us to add the \$200,000 instead of the \$39,000 and add the \$200,000 so it makes our purchase order the full amount of \$239,414.00. We will procure the street sweeper and then the loan is already sitting ready for us. As a matter of fact, it's kind of an interesting situation. Our loan is about 0.5% interest on it, but we're earning 4% on the money sitting in the account. So we now have about \$2,000 that we've earned since May, since the loan has been available. So. Our actual output won't even be the \$39,000. We'll have that extra credit in money we've earned. So, we're earning more money than we are paying if you can imagine that.

Mayor Hechler: How long can we wait for a street sweeper?

City Manager Whitehead: We're going to wait long enough to get the whole down payment, but again that the only change. The procurement is the same and the contract

is the same. We're not asking for anything different. We're just asking for a different process to pay for it.

Mayor Hechler: We have the cash on hand?

City Manager Whitehead: We have enough cash in the streets department to cover it. We have around \$1.6 million in the streets department. We'll be out the \$200,000 for less than a week because it's already sitting there. We just have to request the funds and it will come right back.

Commissioner Glines made a motion to approve the change order increase for the Streets- Texan Waste Equipment HGAC in the amount of \$200,000.00. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

b. WISPI 2- from \$33,492.98 to \$459,996.25 for Construction Services.

City Manager Whitehead: I'm really excited to bring this to you. At the last meeting we let you know that the WISPI 2 USDA loan was released from USDA for us to go to bid. We have two projects, WISPI 2 and Critical Water. We've been holding up Critical Water to get WISPI 2. We need WISPI 2 to happen and then Critical Water. Both of those are in Metal Street area. So, we're really excited we can go to bid. As you remember, through the USDA projects, the city receives what I'm going to call an interim or bridge style amount of a loan that you procured through a local branch. It is a small amount which would allow you to get started with the planning and then once the project is done and it's ready to go to bid. Now we need to expand the amount of the contract. Back in 2023 or 2024, the city granted a contract to Wilson & Company on this water project for \$1.4 million for design and construction management. However, you only had enough money to give the procurement and the purchase order for \$1,650,000 which covered the design. So, now we have the permission to go to bid, we need to now do a change order which would give Wilson the full contract amount and allow them to prepare for bid and then manage the project which is what they are doing on the other items. The recommendation today is that you approve the change order increase in the amount of \$459,996.25. That will bring the contract in line at \$1.4 million plus applicable gross receipts tax.

Commissioner Glines made a motion to approve the change order increase for the WISPI 2- for Construction Services in the amount of \$459,996.25. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Re-appointment of Chris Sisney to serve a 2-year term on the Planning & Zoning Commission.

Mayor Hechler: The next four items have to do with our Planning & Zoning Commission. A quick note, we are so lucky to have people that want to re-apply to these boards, and I really appreciate that they are pretty thorough in their questioning. They hear concerns of our citizens and they do a nice job for us, and I appreciate them wanting to continue to serve. I do have one question. Why are they all coming up at the same time?

City Clerk Torres: When some of the members resigned, it through everything off. So, I think if we get a new person, we can maybe start their term for a year so we can get them staggered again, but I will look into how I can address that now.

Mayor Hechler: I hope these folks are with us for a while because I would hate to lose them all at the same time if they all decide to give up on us.

City Clerk Torres: Chris Sisney is a current member on our Planning & Zoning Board. His term expired in July, and he submitted an application to serve another term on the board. At their last meeting, the board unanimously voted to recommend the re-appointment of Chris Sisney to serve another 2 year term on the board.

Commissioner Glines: I just wanted to make a quick note, if I don't know who Chris Sisney is, and I have no idea who he is, I'm appointing him based on him stating on his application that he is a current member and he wishes to renew his term. I read the minutes, and I do know who he is, and I see that he is doing good work, but I just don't think that is enough information for me to vote on something going forward. So, I don't know if we need to change the qualifications list to be more encompassing because I see that current member quote repeatedly on these applications. I'm glad to have people even signing up for the boards. I wish all of our boards were full. I'm not trying to make it difficult.

Mayor Hechler: There has to be an original application, so perhaps we can attach that to the renewal application to make an informed decision. If its easy to find then perhaps we can do that in the future. I think that would solve some of our problems because I feel it could be problematic if we didn't know who the board was.

City Attorney Rubin: I remember way back when they used to require the applicant to attend the Commission meetings in case the governing body had any questions.

Mayor Pro-Tem Mitchell made a motion to re-appoint Chris Sisney to serve another 2-year term on the Planning & Zoning Commission. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Re-appointment of Esther Luchini to serve a 2-year term on the Planning & Zoning Commission.

City Clerk Torres: Esther Luchini, Susan Buhler and Molly Hammer are also current members of the Planning & Zoning Board. They also re-applied to serve on the board and the board recommended appointment of all three members to serve another 2 year term on the board.

Commissioner Hoepfner made a motion to re-appoint Esther Luchini to serve another 2-year term on the Planning & Zoning Commission. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Re-appointment of Susan Buhler to serve a 2-year term on the Planning & Zoning Commission.

Commissioner Glines made a motion to re-appoint Susan Buhler to serve another 2-year term on the Planning & Zoning Commission. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Re-appointment of Molly Hammer to serve a 2-year term on the Planning & Zoning Commission.

Commissioner Hoepfner made a motion to re-appoint Molly Hammer to serve another 2-year term on the Planning & Zoning Commission. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

a. Bohannon Huston- \$75,000- On Call Engineering Services-NMFA Grant Planning

City Manager Whitehead: Traci and I will partner up on presenting this item. In your packet, you'll see our application for a planning grant from the New Mexico Finance Authority. They now have planning grants and they have to be specific for a particular project. Our affluent water system has not been reviewed in some time, Assistant City Manager Alvarez brought that to my attention and suggested that we apply for some funding from the Finance Authority and go ahead and do a preliminary study. As you know, we do have an affluent water process system. We fill a pond at the ball fields, we

water some of the fields with it, and then we move the water to the golf course and we water there. This preliminary engineering report would allow us to assess the current system, it's over 20 years old, and determine what areas that we need to be focused on for potential repairs. As you know, last month we had some citizen concern about us watering the golf course in the day, well part of the reason we have to water it during the day is because the pump system that would keep it charged is not functioning, so that would be something that would come through this study to tell us what we need to do to repair that, so that potentially we could get the electronic system fully back online and water in the evenings, which we know is more efficient. So that's the plan for the PER. In this particular case, we've decided to use our on-call contract, which is an active contract. We have selected Bohannon Huston, we have kind of focused with Bohannon Huston on our wastewater collection system, they're doing the planning and design for the wastewater plant right now, we're going to allow them to do the Clancy lift station line extension, and then this. Again, trying to separate what our engineers do. Wilson kind of handline the water side of the house, Bohannon doing the wastewater, and then we're looking for the right engineering firm to do our streets and other items. The proposal from Bohannon Houston would be for \$98,900 plus gross receipts tax. Unfortunately, in the procurement that you're seeing today, our CPO only applied for the grant portion, \$75,000, so we would ask that in your motion you amend the procurement to be for \$98,900. If you look at the information from the procurement officer, he had a little typo in the beginning and kept the A4 storm street sweeper on as the header. That really needs to say "affluent water PER", the amount would be for \$98,900, and we are not using the HGAC bid program, we are using our city's cooperative agreement. Everything is in order, the requisition is in order, and we would stand for questions and request approval of the procurement.

Mayor Hechler: \$75,0000 is the grant and the remainder is the match?

City Manager Whitehead: That is correct, and that will come out of our wastewater funding. We have enough capital, enough cash there to do the match.

Commissioner Glines: The total purchase requisition amount being \$98,900?

City Manager Whitehead: Correct, base cost of \$98,900. The total procurement would be \$107,182.88 for the engineering report.

Mayor Hechler: Thank you for those changes.

Commissioner Glines: My last question was what's the official total amount? Am I making the motion for \$98,000?

City Manager Whitehead: I would ask that the motion be for the \$98,900 plus applicable gross receipts tax, that way we're not tied to the amount, but the contract from Bohannon Houston is exactly that amount.

Commissioner Glines made a motion to approve the Purchase Requisition over \$60,000 in the amount of \$98,900 plus applicable GRT for the Bohannon Huston-On Call Engineering Services-NMFA Grant Planning. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 15 26/27 Authorizing NMFA Colonias Infrastructure Project Fund Loan/Grant Agreement CIF-7113 for Marie Street Improvements.**

Assistant City Manager Alvarez: This is just the formal financing approval for the Marie Street project through the Colonias fund that the city was awarded. We received a 90% grant and 10% loan, right around \$1.3 million, and we'll have a cash match of \$136,000. That will give us a total project amount of \$1.5 Million. Approval of this resolution and the grant agreement loan documents will allow us to execute those and then proceed with NMFA for the closing.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 15 26/27 Authorizing execution and delivery of the NMFA Colonias Infrastructure Project Fund Loan/Grant Agreement CIF-7113 for Marie Street Improvements in the amount of \$1,363,637 . Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 2. Discussion/Action: Resolution No. 16 26/27 Authorizing City Staff to Submit an Application to Water Trust Board for Design Services for a Water System Improvements Project.**

Assistant City Manager Alvarez: This was brought to you previously under the notice of intent, and we updated you that we would be applying for some funding that became available through the Water Trust Board for design purposes only. This is just part of that application process, we have to submit a resolution where the Commission authorizes us to apply. We're going to be applying for approximately \$2.3 million for design only. I sat in on their training for the application process since design funds are kind of a new process this year. You'll be happy to find out that they are giving 100% grant, there is no loan, and there is no cash match associated on the design portion. If we submit our application and we are awarded the \$2.3 million in design, we will be designing the Well #2 improvements, a possible new well at the north end of town, approximately 31,000 linear feet of water line, which will provide us with approximately a \$25 million shovel-read water project. With that, I stand for any questions.

Mayor Pro-Tem Mitchell: One question on the shovel-ready project; is that money that we already have available to throw at that, or is it money we're going to have to get?

Assistant City Manager Alvarez: We'll be applying, so our hope with this is if we are awarded the entire amount, we have had some discussions with our engineer, and the Water Trust Board is going to be opening their regular cycle here fairly soon, it sounds like we'd have to have some design completed by April. Obviously, he can't design \$2.3 million. However, he does feel like he could potentially at least get the well portion designed. So we might go through this cycle right away and ask for around \$4 or \$5 million to do the wells while he completes the design on the remaining amount, and then we could apply for funding at Colonias, Water Trust Board, HUD, USDA, or our legislators, because we'll have shovel-ready so it'll open us up, and then depending on the funding source we go through if there is a loan and a cash match required, we do have our FY24 HUD funds that can be used to cover the loan and cash match. The hope is to have 100% funded project with no out-of-pocket loan.

Mayor Hechler: You won't see this availability very often, I think we're in a window of opportunity here with the state that we can make these applications. I'm glad that we're moving forward with that and being aggressive in getting that done. Remember, we have \$120 million worth of work to be done in this community. This is the next step, you know, we've got the first three or four projects scheduled. This is the next one that we probably won't see in the ground for two or three years, but we have the applications now.

Assistant City Manager Alvarez: And if I could add, just to go backwards on a previous item you guys approved, we're eligible to apply for these design funds because the Commission approved us on an application in the past to do an entire water municipal PER. Because we have that planning document, that makes us eligible for design funds. Had we not had that planning document, we couldn't apply for this. So by approving us to go through with the affluent water PER, that's going to put us in a position to be able to start applying for some funds that are there for affluent water use. I know sometimes, whether it be the Commission or the public, the frustration is that we pay all this money out for planning documents, but this is a good example of why.

Mayor Hechler: Thank you.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 16 26/27 Authorizing City Staff to Submit an Application to Water Trust Board for Design Services for a Water System Improvements Project in the amount of \$2.368 million. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 17 26/27 Adopting guidelines for the City of Truth or Consequences Lodgers Tax Grant Program.

City Manager Whitehead: As you know, Angela has been managing the lodgers tax program since I came on board, and we've kind of worked through some, not necessary issues, but understanding and getting our education up. One of the things I wanted to develop was a really good understanding of lodgers tax so we could come from a set of principals. For a long time the resolutions indicated that 60% of your money had to go toward this, and 40% had to go toward that, and mathematically it kind of worked out, but its really not what the statute and the law requires. It requires that you use the formula to break down what your revenue is and you have to set a certain amount aside just for promotional purposes and otherwise, everything else can be used for all the other requirements of lodgers tax. If you wanted to use it all for promotional purposes you could, but to be compliant with the law, and to go through a proper audit, you just have to follow the formula. So, what we did was we took the time to develop this book that you see which breaks down each regulation from the state regulation book, and I mirrored it to what our current ordinance says so that anybody looking at the book can see this is what the state requires, and this is what our ordinance requires. So, you can see the law and apply the law. The second piece in the handbook was to come up with an operating manual that Angela or whoever chooses in the future to run the lodgers tax could understand how they apply those principles of law and regulation. The third piece of the book would talk about how the board markets and what their marketing plan was. We had a little issue when I came on board about the lodgers tax logo being the official city logo. So we kind of cleaned that up to say lodgers tax can adopt a logo, and in this particular case, that's the logo they want to adopt, and its not relevant to say that it's the official city's logo for lodgers tax. So what we have before you is what we would be calling an encompassing operating manual for lodgers tax. In this particular case it clearly sets out the guidelines that the Clerk would be operating under if she is going to continue to manage that. The guidelines sets forth a new resolution, so with that, we do have a change that we want to make in the resolution. We will bring that up in a second, but I will certainly let City Clerk Torres have the stand for any questions or presentation she may have over the handbook.

City Clerk Torres: The only additional item I would like to add is a recommendation from a Lodgers Tax Board member. When an applicant receives lodgers tax funding to pay for a band, the band will be responsible for conducting its own marketing. This requirement was also added to the guidelines.

Mayor Pro-Tem Mitchell: The only issue I have with that is on Fiesta, we would like to have a branded type of promotion of the bands, so they have our Fiesta logo and so on. So, we would take it on to have our own promotion, but I like having the fact that they have to do their own.

City Clerk Torres: That's fine. Another thing I wanted to add regarding the logo aspect is that the recipients can either use the lodgers tax logo or the advertisement has to say "paid for in part by the City of Truth or Consequences Lodgers Tax". Either, Or.

City Manager Whitehead: I just want to support the Clerk with this. I serve on the Workforce and one of the audit findings that we had 10 years ago from the Department of Labor was that we were not putting funds in part by the Department of Labor on our workforce items and it caused an audit finding. So, in my mind I felt like there would be some statute for the lodgers tax funds. I did look because the board requested that I do so. We found that it doesn't necessarily require it, so we came to the accommodation that one or the other would be acceptable. Then part 2 with the bands, that's a little different in application than you guys have done before where entertainment can be part of the funding right? Because it does say that you can use the money for an event. So, I expand that in my thinking to say that the bands can be included. But what the board came up with in their conversation I thought was really good, for example, the Levitt group can only bring bands in under that grant that have an online presence and can present what their online presence is. And I thought that, you know, that's the right thing, so it's not that they necessarily market, but you want a band that can at least say, I'm playing in T or C, and they've got 2000 followers. If that's who they are, then they would be eligible then to be paid for. But if someone puts a band together, and they say, hey we want to go play, and we applied, we wouldn't qualify because you wouldn't want to just be putting it into the entertainment. So, they have to be able to market themselves, right? And so we think that's important. Our Clerk and staff did a really good job getting the board's input. This has been in the works for about 3 months going back and forth for recommendations.

City Manager Whitehead: Under the current resolution, the Commission can authorize, because Lodgers' Tax funds can be used for art purposes and it can be used for administration, and we want those two items to remain financially the same. The resolution says, "Of the available funds, 1% shall be eligible for administration." And that needs to be 10%. And then, "1% shall be allocated to the arts." That is correct. And then, "1% shall be used for the Civic Center." That needs to be removed. Technically, we can use 10% of the Lodgers' Tax, which can be for the Civic Center or the Lodgers' Tax for admin, and then we would only allocate 1% to the arts.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 17 26/27 Adopting guidelines for the City of Truth or Consequences Lodgers Tax Grant Program with the amendment noted by City Manager Whitehead. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 18 26/27 Declaring a Local Disaster Emergency related to the Elephant Butte Reservoir.

This item was moved up on the agenda.

H. EXECUTIVE SESSION:

1. Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Easement Acquisition) pursuant to 10-15-1(H.8).

Mayor Pro-Tem Mitchell made a motion to go into executive session at 11:40 a.m. to discuss Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Easement Acquisition) pursuant to 10-15-1(H.8). Commissioner Hoeppner seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 11:57 a.m.

Mayor Pro-Tem Mitchell certified that only matters pertaining to Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Easement Acquisition) pursuant to 10-15-1(H.8) were discussed in Executive Session and no action was taken in executive session.

I. RETURN TO REGULAR SESSION; ACTION (if any)

1. Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Easement Acquisition) pursuant to 10-15-1(H.8).

Mayor Pro-Tem Mitchell made a motion to authorize the City Manager and City Attorney to negotiate the purchase of the easement acquisitions for access to Cantrell Dam. Commissioner Hoeppner seconded the motion. Roll call vote was taken. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 11:59 a.m.

Passed and Approved this 9th day of September, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: F.3

SUBJECT: August 2026 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: September 1, 2026

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 August 2026

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 2,748,792.62

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 09-09-2026

Accounts Payable Transfer Sheet - 2026 - 2027 FY

Post Date Ending: 8/4, 8/7, 8/12, 8/14, 8/21, 8/28

Fund	Fund Description	Fund Totals						GRAND TOTAL TRANSFERS	Fund Numbers
		8/4/2026	8/7/2026	8/12/2026	8/14/2026	8/21/2026	8/28/2026		
101	General		\$22,562.91		\$26,657.76	\$30,691.04	\$135,468.71	\$215,380.42	101
201	Local Government Corrections							\$0.00	201
209	State Fire		\$12,579.16		\$277.33	\$71,831.77	\$228.37	\$84,916.63	209
211	Law Enforcement Protection							\$0.00	211
214	Lodger's Tax		\$481.33		\$3,502.77	\$8,540.01	\$2,551.50	\$15,075.61	214
216	Street Renovation				\$2,662.08	\$483.72	\$34,646.21	\$37,792.01	216
217	Municipal Recreation							\$0.00	217
260	Fiscal Recovery Funds							\$0.00	260
294	State Library				\$2,791.02	\$324.66		\$3,115.68	294
295	Municipal Pool			\$50.00	\$1,840.00	\$49.96	\$1,448.45	\$3,388.41	295
296	PD-GRT Fund		\$1,435.92			\$783.90	\$271.55	\$2,491.37	296
298	PD-Donations							\$0.00	298
299	Special Revenue Funds		\$5,967.00					\$5,967.00	299
302	Electrical Construction							\$0.00	302
303	Veterans Memorial					\$321.28		\$321.28	303
304	SJOA - Grants							\$0.00	304
305	Capital Improvement General							\$0.00	305
306	Capital Improvement Joint Utility							\$0.00	306
307	Golf Course Improvements							\$0.00	307
308	USDA -Sweeper							\$0.00	308
309	USDA-Wastewater							\$0.00	309
310	R&R-Emergency							\$0.00	310
311	R&R-Sewer							\$0.00	311
312	R&R-Airport							\$0.00	312
313	R&R-Water							\$0.00	313
314	CDBG - Grant							\$0.00	314
315	CI Reserve- Non Capital Equipment							\$0.00	315
316	Emergency Reserve							\$0.00	316
320	USDA Water System Improvements							\$0.00	320
321	Water System Improvements							\$0.00	321
340	ROAD/STREET PROJECTS							\$0.00	340
360	NMFA Projects					\$48,586.44		\$48,586.44	360
370	Water Trust Board Projects							\$0.00	370
380	Community Development				\$356,978.58	\$446,367.27	\$18,481.37	\$821,827.22	380
403	Pledge State Tax		\$364,149.61					\$364,149.61	403
501	Cemetery							\$0.00	501
502	Utility Office		\$879.87			\$10,625.14	\$836.15	\$12,341.16	502
503	Electric Dept		\$22,884.77		\$528,922.98	\$49,121.47	\$8,856.14	\$609,785.36	503
504	Water Dept	\$113.43	\$3,048.91		\$3,383.15	\$372.76	\$14,351.49	\$21,269.74	504
505	Solid Waste		\$55,173.34		\$298,558.34	\$47,909.00	\$4,072.91	\$405,713.59	505
506	WasteWater	\$113.43	\$15,587.69		\$10,183.30	\$433.97	\$17,604.13	\$43,922.52	506
508	Golf Course				\$9,483.43	\$1,414.89	\$147.78	\$11,046.10	508
509	Municipal Airport		\$18,713.49			\$519.56	\$116.16	\$19,349.21	509
600	Internal Service Fund	\$1,072.08	\$6,029.35		\$5,880.45	\$7,979.88	\$1,391.50	\$22,353.26	600
	Grand Total-Accounts Payable	\$1,298.94	\$529,493.35	\$50.00	\$1,251,121.19	\$726,356.72	\$240,472.42	\$2,748,792.62	



Truth or Consequences

AP EOM REPORT AUGUST 2026

By Fund

Payment Dates 8/1/2026 - 8/31/2026

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					
POLICARPIO V BUSTAMANTE ...	007.2026	08/07/2026	OPEN PO DRAWDOWN LAND...	101-1009-47415	1,000.00
ADSLCNM INC DBA AMERICAN..	0544838	08/07/2026	DOCUMENT DESTRUCTION SE...	101-1007-48598	125.26
SIERRA COUNTY CLERK	07312026	08/07/2026	OPEN PO FOR LIENS & MISC R...	101-1001-43740	25.00
MPG SERVICES LLC	11304	08/07/2026	CHECK HVAC AT VETERANS M...	101-1014-43403	102.96
ARENAS VALLEY ANIMAL CLIN...	113348	08/07/2026	OPEN PO DRAWDOWN FOR V...	101-1006-48598	606.57
ARENAS VALLEY ANIMAL CLIN...	113619	08/07/2026	OPEN PO DRAWDOWN FOR V...	101-1006-48598	26.02
COPPLER LAW FIRM PC	13921	08/07/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	1,442.34
COPPLER LAW FIRM PC	13921	08/07/2026	TAX (SERVICE)	101-1000-43597	118.09
AMAZON CAPITAL SERVICES I...	16CK-NVP1-GKQP	08/07/2026	6000 COMMERCIAL GRADE D...	101-1009-44607	287.08
AMAZON CAPITAL SERVICES I...	16CK-NVP1-GKQP	08/07/2026	LYSOL MULTI- SURFACE CLEA...	101-1009-44607	261.08
AMAZON CAPITAL SERVICES I...	16CK-NVP1-GKQP	08/07/2026	GENUINE 2PLY TOILET PAPER	101-1009-44607	229.75
AMAZON CAPITAL SERVICES I...	16CK-NVP1-GKQP	08/07/2026	ULTRSAC CONTRACTOR TRASH..	101-1009-44607	219.36
AMAZON CAPITAL SERVICES I...	16CK-NVP1-GKQP	08/07/2026	6 MIL NITRILE BLACK GLOVES	101-1009-44607	169.98
AMAZON CAPITAL SERVICES I...	16CK-NVP1-GKQP	08/07/2026	2 PLY CENTER PULL PAPER T...	101-1009-44607	111.72
AMAZON CAPITAL SERVICES I...	16CK-NVP1-GKQP	08/07/2026	CONTRACTOR GARBAGE BAGS...	101-1009-44607	656.70
AMAZON CAPITAL SERVICES I...	16CK-NVP1-GKQP	08/07/2026	48 PACK URINAL SCREEN DEO...	101-1009-44607	39.99
AMAZON CAPITAL SERVICES I...	16CK-NVP1-GKQP	08/07/2026	METHOD GEL HAND WASH	101-1009-44607	91.62
AMAZON CAPITAL SERVICES I...	1NQ6-XW1R-CDRY	08/07/2026	10 PACK COAT HOOKS WALL ...	101-1009-44607	9.55
AMAZON CAPITAL SERVICES I...	1RRC-JCGJ-H19V	08/07/2026	TRASH BAGS	101-1009-44607	99.98
AMAZON CAPITAL SERVICES I...	1RRC-JCGJ-H19V	08/07/2026	ANITBACTERIAL LIQUID HAND...	101-1009-44607	80.90
AMAZON CAPITAL SERVICES I...	1RRC-JCGJ-H19V	08/07/2026	TWIN TOILET PAPER ROLL DIS...	101-1009-44607	33.39
AMAZON CAPITAL SERVICES I...	1RRC-JCGJ-H19V	08/07/2026	DIAL PROFESSIONAL 1 LITER ...	101-1009-44607	13.32
AMAZON CAPITAL SERVICES I...	1RRC-JCGJ-H19V	08/07/2026	ESTIMATED SHIPPING	101-1009-44607	0.13
AMAZON CAPITAL SERVICES I...	1RRC-JCGJ-H19V	08/07/2026	LATEX GLOVES - LARGE	101-1009-44607	67.99
AMAZON CAPITAL SERVICES I...	1RRC-JCGJ-H19V	08/07/2026	LATEX GLOVES - MEDIUM	101-1009-44607	67.99
AMAZON CAPITAL SERVICES I...	1TR6 9FMK-WJYW	08/07/2026	V7 PENS BLUE	101-1003-44606	20.52
AMAZON CAPITAL SERVICES I...	1TR6 9FMK-WJYW	08/07/2026	V7 PENS BLACK	101-1003-44606	19.38
AMAZON CAPITAL SERVICES I...	1TR6 9FMK-WJYW	08/07/2026	3-HOLE PUNCHED PAPER	101-1010-44606	62.45
KATHRYN ELLIOTT DBA CIVILIT...	268	08/07/2026	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
UNIFIRST HOLDINGS INC DBA ...	2880392661	08/07/2026	OPEN PO UNIFORMS & SERVI...	101-1009-42620	65.30
UNIFIRST HOLDINGS INC DBA ...	2880395101	08/07/2026	OPEN PO UNIFORMS & SERVI...	101-1009-42620	65.30
UNIFIRST HOLDINGS INC DBA ...	2880397275	08/07/2026	OPEN PO UNIFORMS & SERVI...	101-1009-42620	65.30
UNIFIRST HOLDINGS INC DBA ...	2880399710	08/07/2026	OPEN PO UNIFORMS & SERVI...	101-1009-42620	65.30
UNIFIRST HOLDINGS INC DBA ...	2880402082	08/07/2026	OPEN PO UNIFORMS & SERVI...	101-1009-42620	65.30
NU WAY LAUNDRY & CLEANE...	41154	08/07/2026	OPEN PO CARPET SERVICES (...	101-1014-44607	107.91
SIERRA COUNTY SENTINEL	5172	08/07/2026	JUNE 2026 INVOICE	101-1001-43740	194.64
VERIZON WIRELESS	6149532988	08/07/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43775	193.60
VERIZON WIRELESS	6149532988	08/07/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.88
CHERRILLS WESTERN APPAREL	691074	08/07/2026	6 PAIRS OF SHIRTS FOR HENRY...	101-1014-42620	96.00
CHERRILLS WESTERN APPAREL	691074	08/07/2026	6 PAIRS OF JEANS FOR HENRY...	101-1014-42620	444.00
SOUTH CENTRAL REGIONAL T...	7423202693	08/07/2026	ANNUAL MEMBERSHIP FEES F...	101-1000-43770	3,752.24
JAIME F RUBIN ATTORNEY AT ...	83659	08/07/2026	OPEN PO DRAWDOWN FOR L...	101-1000-43597	6,090.62
SIERRA COUNTY SENTINEL	FINANCE CHARGE	08/07/2026	JUNE 2026 INVOICE	101-1001-43740	12.86
SOUTH CENTRAL COUNCIL OF...	FY26-SCCOG-15	08/07/2026	ANNUAL MEMBERSHIP DUES ...	101-1000-43770	2,187.00
NM MUNICIPAL LEAGUE	INV-000269	08/07/2026	LEAGUE OF ZONING OFFICIALS..	101-1008-43770	75.00
NM MUNICIPAL LEAGUE	INV-000408	08/07/2026	ASSOCIATION OF CHIEFS OF P...	101-1007-43770	500.00

AP EOM REPORT AUGUST 2026

Payment Dates: 8/1/2026 - 8/31/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM MUNICIPAL LEAGUE	INV-000472	08/07/2026	INVOICE -00472- J.HOLGUIN	101-1004-43770	100.00
NM MUNICIPAL LEAGUE	INV-000655	08/07/2026	FY 26/27 ANNUAL DUES: ANG...	101-1001-43770	100.00
LASTING PAWS PET MEMORIA...	LC10391-I-0078	08/07/2026	OPEN PO FOR ANIMAL CREM...	101-1006-48598	619.48
SIERRA ELECTRIC CO-OP INC	5873 - 8/4/26	08/13/2026	WA METER ROUTERS	101-1018-43780	84.54
GANNETT MEDIA CORP	0007745891	08/14/2026	PAYING INVOICE FOR A CLOS...	101-1010-43740	91.92
BOHANNAN HUSTON INC	00140500	08/14/2026	ON CALL OPERATIONAL AND ...	101-1010-48598	704.71
VATSAL BORDOLIWALA	08072026	08/14/2026	REMAINDER FULL DEPOSIT RE...	101-1099-34348	50.00
CAROLINE SEAMAN	08102026	08/14/2026	DEPOSIT REFUND 8/8/26 RAL...	101-1099-34348	25.00
WEX BANK	114254505 - CL	08/14/2026	OPEN PO DRAWDOWN FOR F...	101-1001-43316	9.33
WEX BANK	114254505 - CM	08/14/2026	OPEN PO DRAWDOWN FOR F...	101-1003-43316	77.00
WEX BANK	114254505 - CO	08/14/2026	OPEN PO FOR FUEL FOR CODE...	101-1008-43316	1,025.25
WEX BANK	114254505 - FM	08/14/2026	WEX BANK FUEL CARD OPEN P...	101-1014-43316	524.63
WEX BANK	114254505 - PD	08/14/2026	OPEN PO FOR FUEL USAGE FY ...	101-1007-43316	6,909.64
T OR C HARDWARE INC	187429/6	08/14/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	16.35
T OR C HARDWARE INC	187430/6	08/14/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	39.65
T OR C HARDWARE INC	187472/6	08/14/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	11.54
T OR C HARDWARE INC	187474/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	295.01
T OR C HARDWARE INC	187518/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	72.87
T OR C HARDWARE INC	187526/6	08/14/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	79.45
T OR C HARDWARE INC	187576/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	8.87
T OR C HARDWARE INC	187615/6	08/14/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	28.90
T OR C HARDWARE INC	187642/6	08/14/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	199.11
T OR C HARDWARE INC	187666/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	8.00
T OR C HARDWARE INC	187680/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	4.80
T OR C HARDWARE INC	187723/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	3.33
T OR C HARDWARE INC	187725/6	08/14/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	82.88
T OR C HARDWARE INC	187745/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	6.39
T OR C HARDWARE INC	187759/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	48.48
T OR C HARDWARE INC	187760/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	22.60
T OR C HARDWARE INC	187797/6	08/14/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	50.13
AMAZON CAPITAL SERVICES I...	1N3Q-4WR4-DFH7	08/14/2026	NOTEBOOKS	101-1006-44606	16.68
AMAZON CAPITAL SERVICES I...	1N3Q-4WR4-DFH7	08/14/2026	PLANNER	101-1006-44606	28.99
AMAZON CAPITAL SERVICES I...	1N3Q-4WR4-DFH7	08/14/2026	SUN SHADE	101-1008-44607	113.67
AMAZON CAPITAL SERVICES I...	1N3Q-4WR4-DFH7	08/14/2026	OUTDOOR MISTERS	101-1008-44607	130.66
AMAZON CAPITAL SERVICES I...	1N3Q-4WR4-DFH7	08/14/2026	SHADE HOOKS	101-1008-44607	19.98
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	LG AMAZON SMART TV	101-1004-44606	329.99
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	SANUS	101-1004-44606	109.24
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	WALL ART-TO COVER HR WALL...	101-1004-44606	65.66
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	WIRELESS KEYBOARD & MOU...	101-1004-44606	33.22
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	DESK ORGANIZER FOR BREAK...	101-1004-44606	23.99
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	LOGITEC C920S HD	101-1004-44606	59.69
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	MOUSEPAD WITH WRIST REST	101-1004-44606	8.98
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	EXCEL MOUSE PAD	101-1004-44606	8.54
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	DESK FLAGS	101-1004-44606	7.99
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	WALL CALENDAR	101-1004-44606	5.98
AMAZON CAPITAL SERVICES I...	1P1G-MKDY-HJ67	08/14/2026	COSTERS-TO PROTECT TABLE	101-1004-44606	16.99
AMAZON CAPITAL SERVICES I...	1R1M-TWRT-6379	08/14/2026	OFFICE CHAIR REPLACEMENT...	101-1006-44606	18.99
AMAZON CAPITAL SERVICES I...	1R1M-TWRT-6379	08/14/2026	HOSE HOLDER	101-1006-44607	25.99
AMAZON CAPITAL SERVICES I...	1R1M-TWRT-6379	08/14/2026	MICROCHIP SCANNER	101-1006-44607	29.00
AMAZON CAPITAL SERVICES I...	1R1M-TWRT-6379	08/14/2026	100FT HOSE	101-1006-44607	69.00
SIERRA ELECTRIC CO-OP INC	2154 - 8/4/26	08/14/2026	AIRPORT - ELECTRIC	101-1018-43780	1,285.25
GALLS PARENT HOLDINGS LLC...	3737386	08/14/2026	SHIPPING	101-1008-44615	12.00
GALLS PARENT HOLDINGS LLC...	3737386	08/14/2026	PATROL BOOTS FOR CODES O...	101-1008-44615	150.00
BULLOCKS INC	4117	08/14/2026	1 PALLET OF WATERS	101-1009-44607	225.13
ALBUQUERQUE PUBLISHING ...	426180	08/14/2026	PAYING INVOICE FOR CLOSED ...	101-1010-43740	129.66
ALARM CONTROL TECHNOLOG...	44018	08/14/2026	OPEN PO FIRE ALARM MONIT...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	44019	08/14/2026	OPEN PO FIRE ALARM MONIT...	101-1014-47410	26.91
SIERRA COUNTY SENTINEL	5223 FC	08/14/2026	LATE PAYMENT FEE FOR INVO...	101-1010-43740	1.23
SIERRA COUNTY SENTINEL	5288	08/14/2026	OPEN PO FOR HELP WANTED ...	101-1003-48599	552.71
SIERRA ELECTRIC CO-OP INC	5764 - 8/4/26	08/14/2026	MIMS AREA - ELECTRIC	101-1018-43780	644.92

AP EOM REPORT AUGUST 2026

Payment Dates: 8/1/2026 - 8/31/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TESTONS FREEWAY CHEVRON	6964	08/14/2026	OPEN PO DRAWDOWN FOR F...	101-1006-43316	20.73
TESTONS FREEWAY CHEVRON	6966	08/14/2026	OPEN PO DRAWDOWN FOR F...	101-1009-43316	1,587.82
TESTONS FREEWAY CHEVRON	6969	08/14/2026	OPEN PO DRAWDOWN FOR F...	101-1013-43316	259.86
SIERRA VISTA HOSPITAL SIERR...	8/7/2026	08/14/2026	OPEN PO COLLECTION DRUG ...	101-1003-48599	135.00
BEASLEY MITCHELL & CO LLP	90161488	08/14/2026	GENERAL/SINGLE AUDIT SERV...	101-1018-48596	1,083.90
QUEST DIAGNOSTICS INC	9221988690	08/14/2026	OPEN PO SCREENING & MRO ...	101-1003-48599	486.80
NM MUNICIPAL LEAGUE	INV-000210	08/14/2026	NMML DUES 7/1/25-6/30/26	101-1010-43770	75.00
SUPERIOR WEED AND PEST C...	INV-2026-007-CITY	08/14/2026	VECTOR CONTROL - CITY OF T...	101-1014-48597	2,650.00
SUPERIOR WEED AND PEST C...	INV-2026-007-EB	08/14/2026	VECTOR CONTROL - ELEPHANT...	101-1014-48597	1,525.00
SUPERIOR WEED AND PEST C...	INV-2026-007-SC	08/14/2026	VECTOR CONTROL - SIERRA C...	101-1014-48597	3,900.00
SUPERIOR WEED AND PEST C...	INV-2026-007-WBG	08/14/2026	VECTOR CONTROL - WILLIAM...	101-1014-48597	275.32
BRADY INDUSTRIES LLC	12097125	08/19/2026	FUEL CHARGE	101-1014-44607	10.75
BRADY INDUSTRIES LLC	12097125	08/19/2026	1 CS PUMICE STICK	101-1014-44607	176.49
BRADY INDUSTRIES LLC	12097125	08/19/2026	1 CS MOP HEAD	101-1014-44607	90.76
BRADY INDUSTRIES LLC	12097125	08/19/2026	15 CS CENTERPULL TOWEL	101-1014-44607	838.95
BRADY INDUSTRIES LLC	12097125	08/19/2026	5 CS BATH TISSUE	101-1014-44607	337.85
BRADY INDUSTRIES LLC	12097125	08/19/2026	BLACK LINER BAGS 5 CS	101-1014-44607	276.92
BRADY INDUSTRIES LLC	12097125	08/19/2026	1 CS XL GLOVES	101-1014-44607	137.75
SIERRA COUNTY CLERK	08192026	08/21/2026	OPEN PO FOR LIENS & MISC R...	101-1001-43740	25.00
KINGS LOCKSMITH	08884	08/21/2026	DND SC4	101-1014-43403	16.00
KINGS LOCKSMITH	08884	08/21/2026	SC1	101-1014-43403	8.00
KINGS LOCKSMITH	08884	08/21/2026	DND SC1	101-1014-43403	6.50
KINGS LOCKSMITH	08887	08/21/2026	SC1	101-1014-44607	22.50
WINDSTREAM CORPORATION	101131348 - 8/19/26	08/21/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	101.22
HELENA CHEMICALS	14174038	08/21/2026	OLD INVOICE	101-1009-44607	267.00
AMAZON CAPITAL SERVICES I...	1X1P-L6MD-RNC1	08/21/2026	PRINTER INK	101-1006-44606	291.78
AMAZON CAPITAL SERVICES I...	1X1P-L6MD-RNC1	08/21/2026	SPRIAL INDEX CARDS	101-1006-44606	15.19
AMAZON CAPITAL SERVICES I...	1X1P-L6MD-RNC1	08/21/2026	FILE FOLDERS	101-1006-44606	28.97
AMAZON CAPITAL SERVICES I...	1X1P-L6MD-RNC1	08/21/2026	REPLACEMENT NOZZLE	101-1006-44607	33.87
AMAZON CAPITAL SERVICES I...	1X1P-L6MD-RNC1	08/21/2026	QUICK CONNECT FOR FOAMER	101-1006-44607	34.77
STANTEC CONSULTING SERVI...	2595955 - 82727	08/21/2026	GENERAL DEVELOPMENT ASSI...	101-1010-48598	2,308.40
STANTEC CONSULTING SERVI...	2595955 - 82727	08/21/2026	NON-EXEMPT TAXES	101-1010-48598	193.33
STANTEC CONSULTING SERVI...	2595955 - 83412	08/21/2026	560 MORGAN STREET DEV RE...	101-1010-48598	5,452.50
STANTEC CONSULTING SERVI...	2595955 - 83412	08/21/2026	NMGRT	101-1010-48598	456.65
VALLEY VET SUPPLY	283439	08/21/2026	SYRINGES WITH NEEDLES	101-1006-44607	69.87
VALLEY VET SUPPLY	283439	08/21/2026	SHIPPING	101-1006-44607	9.99
FOXWORTH GALBRAITH	3966323	08/21/2026	6" ROUND POST BASE	101-1014-44607	229.16
FOXWORTH GALBRAITH	3966323	08/21/2026	HAND PEELED VIGA, 6X10'	101-1014-44607	256.66
MARLIN LEASING CORPORATI...	42562337	08/21/2026	CLERKS OFFICE OPEN PO FY26...	101-1001-43465	249.74
MARLIN LEASING CORPORATI...	42562337	08/21/2026	CITY MANAGER OPEN PO FY2...	101-1003-43465	360.75
MARLIN LEASING CORPORATI...	42562337	08/21/2026	FINANCE OFFICE OPEN PO FY...	101-1004-43465	299.70
MARLIN LEASING CORPORATI...	42562337	08/21/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43465	599.40
MARLIN LEASING CORPORATI...	42562337	08/21/2026	PARKS DEPT OPEN PO FY26/27	101-1009-43465	249.74
MARLIN LEASING CORPORATI...	42562337	08/21/2026	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.92
QUILL CORPORATION	49894162	08/21/2026	Post-it 'Sign Here' Message Fl...	101-1010-44606	8.76
QUILL CORPORATION	49894162	08/21/2026	Coffee Creamer Singles	101-1010-44606	17.34
QUILL CORPORATION	49894162	08/21/2026	Roll Paper Towels	101-1010-44606	22.74
QUILL CORPORATION	49894162	08/21/2026	8.5" x 14" Copy Paper Ream	101-1010-44606	32.28
QUILL CORPORATION	49894162	08/21/2026	Kleenex 6 Box Pack	101-1010-44606	33.82
QUILL CORPORATION	49894162	08/21/2026	8.5" x 11" Copy Paper 10 Rea...	101-1010-44606	175.96
QUILL CORPORATION	49894162	08/21/2026	K-Cup Coffee Bundle	101-1010-44606	71.56
SIERRA COUNTY SENTINEL	5287 - CLERK	08/21/2026	OPEN PO FOR PUBLICATIONS ...	101-1001-43740	525.18
CITY MANAGER BANK OF AM...	7/31/2026 - CM	08/21/2026	2026 NMML CONFERENCE RE...	101-1003-42720	500.00
CITY MANAGER BANK OF AM...	7/31/2026 - CM	08/21/2026	ENROLLMENT FEE	101-1003-42720	50.00
CITY MANAGER BANK OF AM...	7/31/2026 - CM	08/21/2026	CPO ONLINE CLASSES FOR G. ...	101-1003-42720	603.21
POLICE DEPARTMENT BANK O...	7/31/2026 - CO	08/21/2026	LODGING BASIC MEDIA TRAIN...	101-1008-42720	206.97
CITY UTILITIES	8/14/26	08/21/2026	PARKS DEPT LANDFILL	101-1018-43780	181.14
CITY UTILITIES	8/14/26	08/21/2026	FACILITY DEPT LANDFILL	101-1018-43780	12.08
CITY UTILITIES	8/14/26	08/21/2026	ELECTRIC DEPT LANDFILL	101-1018-43780	24.16
CITY UTILITIES	8/6 & 8/14/26	08/21/2026	ELECTRIC DEPT CYCLE A & B U...	101-1018-43780	178.27

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	8/6 & 8/14/26	08/21/2026	WATER DEPT CYCLE A & B UTIL...	101-1018-43780	285.35
CITY UTILITIES	8/6 & 8/14/26	08/21/2026	CEMETERY CYCLE A & B UTILIT...	101-1018-43780	1,450.88
CITY UTILITIES	8/6 & 8/14/26	08/21/2026	WASTE WATER DEPT CYCLE A...	101-1018-43780	1,853.19
CITY UTILITIES	8/6 & 8/14/26	08/21/2026	GENERAL CYCLE A & B UTILITI...	101-1018-43780	5,381.10
CITY UTILITIES	8/6 & 8/14/26	08/21/2026	GOLF COURSE CYCLE A & B UT...	101-1018-43780	1,264.50
TALON SEPTIC & POTTY SERVI...	14095	08/21/2026	OPEN PO PORTABLE TOILET S...	101-1009-43465	1,100.00
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	CITY CLERK'S OFFICE	101-1001-41226	179.62
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	CITY MANAGER'S OFFICE	101-1003-41226	355.34
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	FINANCE / ADMIN SERVICES	101-1004-41226	358.63
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	ANIMAL SHELTER	101-1006-41226	178.32
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	POLICE DEPT	101-1007-41226	1,213.08
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	ANIMAL CONTROL	101-1008-41226	125.50
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	PARKS & RECREATION	101-1009-41226	179.95
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	105.86
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	COMMUNITY SERVICES	101-1013-41226	89.59
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	FACILITY MANAGEMENT	101-1014-41226	153.98
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	LIBRARY	101-1016-41226	241.60
NEW MEXICO D.A.R.E. OFFICE...	0001 SWEENEY	08/28/2026	DARE CONFERENCE REGISTRA...	101-1007-42720	150.00
SIERRA COUNTY SHERIFF'S PO...	08242026	08/28/2026	DEPOSIT REFUND 8/22-8/23/...	101-1099-34348	300.00
TURTLEBACK PEST CONTROL I...	116386	08/28/2026	OPEN PO FOR PEST CONTROL ...	101-1014-43403	1,074.00
AMAZON CAPITAL SERVICES I...	1KJ1-H371-1W6C	08/28/2026	GROOMING RAKE	101-1006-44607	24.99
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	WHO SAVED WHO SHIRT	101-1006-42620	71.84
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	PAW PRINT SHIRT	101-1006-42620	71.84
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	PULLOVER HOODIE	101-1006-42620	139.96
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	COLORFUL DOG PAW PRINT S...	101-1006-42620	79.96
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	DOGWALKER SHIRT	101-1006-42620	71.96
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	PET ADOPTION SHIRT	101-1006-42620	79.96
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	ANIMAL RESCUE SHIRT	101-1006-42620	79.80
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	DOG PRINT HEARTBEAT SHIRT	101-1006-42620	79.04
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	FUNNY KENNEL STAFF SHIRT	101-1006-42620	59.96
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	HEART WITH PAW SHIRT	101-1006-42620	61.16
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	SHELTER WORKER SHIRT	101-1006-42620	61.16
AMAZON CAPITAL SERVICES I...	1NN3-DHLY-DT1M	08/28/2026	DOG & CAT HEART SHIRT	101-1006-42620	67.96
UNIFIRST HOLDINGS INC DBA ...	2880404898	08/28/2026	OPEN PO UNIFORMS & SERVI...	101-1009-42620	74.92
UNIFIRST HOLDINGS INC DBA ...	2880407413	08/28/2026	OPEN PO UNIFORMS & SERVI...	101-1009-42620	74.92
UNIFIRST HOLDINGS INC DBA ...	2880409673	08/28/2026	OPEN PO UNIFORMS & SERVI...	101-1009-42620	74.92
SIERRA COUNTY SENTINEL	5013	08/28/2026	SALES TAX	101-1010-43740	16.56
SIERRA COUNTY SENTINEL	5013	08/28/2026	ICIP PUBLIC MEETING ADVERT...	101-1010-43740	197.68
VERIZON WIRELESS	6151118307	08/28/2026	GOVERNING BODY OPEN PO F...	101-1000-43775	164.06
VERIZON WIRELESS	6151118307	08/28/2026	CITY CLERK OPEN PO FY26/27	101-1001-43775	231.13
VERIZON WIRELESS	6151118307	08/28/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	252.29
VERIZON WIRELESS	6151118307	08/28/2026	FINANCE OPEN PO FY26/27	101-1004-43775	195.58
VERIZON WIRELESS	6151118307	08/28/2026	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	141.93
VERIZON WIRELESS	6151118307	08/28/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43775	1,033.33
VERIZON WIRELESS	6151118307	08/28/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	59.46
VERIZON WIRELESS	6151118307	08/28/2026	PARKS DEPT OPEN PO FY26/27	101-1009-43775	171.20
VERIZON WIRELESS	6151118307	08/28/2026	COMMUNITY DEVELOPEMENT...	101-1010-43775	43.21
VERIZON WIRELESS	6151118307	08/28/2026	FACILITIES MAINT OPEN PO F...	101-1014-43775	100.63
VERIZON WIRELESS	6151118307	08/28/2026	LIBRARY OPEN PO FY26/27	101-1016-43775	118.34
SIERRA VISTA HOSPITAL SIERR...	8/12/2026	08/28/2026	OPEN PO HOSPITAL GRT DISTR...	101-1017-48599	72,517.13
WILLIAM I BUHLER	8/21/2026	08/28/2026	FISH POND WATER RIGHTS FY...	101-1009-43770	250.00
TDS	8/25/2026	08/28/2026	014-044-1618	101-1018-43780	189.89
TDS	8/25/2026	08/28/2026	014-044-1537	101-1018-43780	149.00
TDS	8/25/2026	08/28/2026	014-044-1526	101-1018-43780	129.95
TDS	8/25/2026	08/28/2026	014-044-1369	101-1018-43780	149.00
TDS	8/25/2026	08/28/2026	014-044-1828	101-1018-43780	1,350.14
TDS	8/25/2026	08/28/2026	014-044-1353	101-1018-43780	440.14
TDS	8/25/2026	08/28/2026	014-044-1352	101-1018-43780	440.14
TDS	8/25/2026	08/28/2026	014-044-1406	101-1018-43780	600.00
TDS	8/25/2026	08/28/2026	014-044-1372	101-1018-43780	440.14

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TDS	8/25/2026	08/28/2026	014-044-1351	101-1018-43780	440.14
TDS	8/25/2026	08/28/2026	014-044-1348	101-1018-43780	440.14
TDS	8/25/2026	08/28/2026	014-044-1373	101-1018-43780	440.14
TDS	8/25/2026	08/28/2026	014-044-1402	101-1018-43780	440.14
TDS	8/25/2026	08/28/2026	014-044-1553	101-1018-43780	220.40
TDS	8/25/2026	08/28/2026	014-044-1371	101-1018-43780	440.14
NEW MEXICO GAS COMPANY ...	8/26/2026	08/28/2026	ELECTRIC DEPT	101-1018-43780	34.04
NEW MEXICO GAS COMPANY ...	8/26/2026	08/28/2026	SANITATION DEPT	101-1018-43780	34.37
NEW MEXICO GAS COMPANY ...	8/26/2026	08/28/2026	WASTE WATER DEPT	101-1018-43780	36.90
NEW MEXICO GAS COMPANY ...	8/26/2026	08/28/2026	WATER DEPT	101-1018-43780	44.50
NEW MEXICO GAS COMPANY ...	8/26/2026	08/28/2026	GENERAL	101-1018-43780	587.54
NEW MEXICO GAS COMPANY ...	8/26/2026	08/28/2026	POOL	101-1018-43780	38.25
SIERRA VISTA HOSPITAL SIERR...	8/27/2026	08/28/2026	OPEN PO HOSPITAL GRT DISTR...	101-1017-48599	45,604.76
JERRY M NDE	82626-001	08/28/2026	SKATE PARK SIGNS	101-1009-44607	1,431.00
SIERRA COUNTY SENTINEL	FC 251 CDEV	08/28/2026	FINANCE CHARGE ON INVOICE...	101-1010-43740	2.49
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	CITY CLERK'S OFFICE	101-1001-41226	179.62
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	CITY MANAGER'S OFFICE	101-1003-41226	355.36
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	FINANCE / ADMIN SERVICES	101-1004-41226	358.63
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	ANIMAL SHELTER	101-1006-41226	178.32
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	POLICE DEPT	101-1007-41226	1,151.99
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	ANIMAL CONTROL	101-1008-41226	125.50
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	PARKS & RECREATION	101-1009-41226	179.95
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	105.86
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	COMMUNITY SERVICES	101-1013-41226	89.59
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	FACILITY MANAGEMENT	101-1014-41226	188.06
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	LIBRARY	101-1016-41226	241.60
Fund 101 - General Total:					215,380.42

Fund: 209 - Fire

LINDA Y WALKER	002767	08/07/2026	VFIS INSURANCE 7/1/2026-7/...	209-1603-46730	9,015.00
XEROX CORP OLD	026063910	08/07/2026	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	251.62
THREE CROSSES MAINTENAN...	177	08/07/2026	TAX (LABOR)	209-1603-47405	100.99
THREE CROSSES MAINTENAN...	177	08/07/2026	TRAVEL	209-1603-47405	312.50
THREE CROSSES MAINTENAN...	177	08/07/2026	PARTS	209-1603-47405	348.69
THREE CROSSES MAINTENAN...	177	08/07/2026	MILEAGE	209-1603-47405	105.00
THREE CROSSES MAINTENAN...	177	08/07/2026	LABOR	209-1603-47405	437.50
AMAZON CAPITAL SERVICES I...	1TR6 9FMK-WJYW	08/07/2026	DESK CHAIR	209-1603-43999	288.99
ADVANCED COMMUNICATIO...	23921-00	08/07/2026	RM780 IMPRESS RSM	209-1603-43999	878.25
ADVANCED COMMUNICATIO...	23921-00	08/07/2026	FREIGHT	209-1603-43999	35.00
LYNNS LANDSCAPE	3505	08/07/2026	OPEN PO FOR CLEAN UP FIRE ...	209-1603-47415	525.62
MUNICIPAL EMERGENCY SERV...	IN2537671	08/07/2026	PRO-BAR 30 INCH	209-1603-44607	280.00
T OR C HARDWARE INC	187396/6	08/14/2026	OPEN PO DRAWDOWN FOR FD...	209-1603-47405	82.52
T OR C HARDWARE INC	187756/6	08/14/2026	OPEN PO DRAWDOWN FOR FD...	209-1603-47405	44.02
T OR C HARDWARE INC	187847/6	08/14/2026	OPEN PO DRAWDOWN FOR FD...	209-1603-47405	7.16
TESTONS FREEWAY CHEVRON	6967	08/14/2026	OPEN PO DRAWDOWN FOR G...	209-1603-43316	143.63
WINDSTREAM CORPORATION	100377628 - 8/17/26	08/21/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43775	145.27
COOPERATIVE EDUCATIONAL ...	24-168193	08/21/2026	EQUIPMENT DELIVERY, PICKU...	209-1603-47405	1,711.98
COOPERATIVE EDUCATIONAL ...	24-168193	08/21/2026	ACRYLIC ELASTOMERIC SURFA...	209-1603-47405	11,400.00
COOPERATIVE EDUCATIONAL ...	24-168193	08/21/2026	2,000 PSI PRESSURE WASHER...	209-1603-47405	2,664.24
COOPERATIVE EDUCATIONAL ...	24-168193	08/21/2026	PAYMENT AND PERFORMANC...	209-1603-47405	1,894.85
COOPERATIVE EDUCATIONAL ...	24-168193	08/21/2026	NEW MEXICO GROSS RECEIPTS...	209-1603-47405	1,716.07
COOPERATIVE EDUCATIONAL ...	24-168193	08/21/2026	26 GAUGE CORRUGATED/RIB...	209-1603-47405	1,705.50
COOPERATIVE EDUCATIONAL ...	24-168193	08/21/2026	SHEET METAL WORKER	209-1603-47405	1,113.75
CODPERATIVE EDUCATIONAL ...	24-168194	08/21/2026	100% ACRYLIC ELASTOMERIC ...	209-1603-47405	44,187.00
COOPERATIVE EDUCATIONAL ...	24-168194	08/21/2026	NEW MEXICO GROSS RECEIPTS...	209-1603-47405	3,732.43
COOPERATIVE EDUCATIONAL ...	24-168194	08/21/2026	100% ACRYLIC ELASTOMERIC ...	209-1603-47405	379.35
LYNNS LANDSCAPE	3594	08/21/2026	OPEN PO FOR CLEAN UP FIRE ...	209-1603-47415	525.62
MARLIN LEASING CORPORATI...	42562337	08/21/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43465	249.74
CITY UTILITIES	8/6 & 8/14/26	08/21/2026	FIRE DEPT CYCLE A & B UTILITI...	209-1603-43780	405.97
VERIZON WIRELESS	6151118307	08/28/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43775	123.26

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPANY ...	8/26/2026	08/28/2026	FIRE DEPT	209-1603-43780	105.11
Fund 209 - Fire Total:					84,916.63

Fund: 214 - Lodgers Tax

SIERRA AUTO PARTS LLC	348896	08/07/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	14.67
GERONIMO TRAIL SCENIC BY...	8/2/2026	08/07/2026	GERONIMO TRAIL SCENIC BY...	214-2540-60725	466.66
RUANNA WALDRUM	1 - 8/8/26	08/14/2026	SCRTAB 26/27 ANNUAL TOURI...	214-2560-60725	2,944.40
T OR C HARDWARE INC	187499/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	127.39
T OR C HARDWARE INC	187668/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	48.25
T OR C HARDWARE INC	187798/6	08/14/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	351.58
GERONIMO TRAIL SCENIC BY...	2 - 8/8/26	08/14/2026	SCRTAB 26/27 ANNUAL TOURI...	214-2560-60725	31.15
SUNNY 505	005010	08/21/2026	FY 26/27 CITY ADVERTISING &...	214-2560-60725	7,010.27
SUNNY 505	005010	08/21/2026	NM GR	214-2560-60725	70.99
CITY OF ELEPHANT BUTTE NM	2026-004	08/21/2026	STAGE RENTAL: 8/7/2026	214-2560-60725	250.00
GOLF COURSE BANK OF AMER...	7/31/2026 - GO	08/21/2026	1-1/2x1-1/4 PVC 5WING JNT ...	214-2503-44608	98.60
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	LODGERS TAX	214-2503-41226	55.82
NEUMARK IRRIGATION SOLSB...	56506407.001	08/21/2026	G880INT20 INTERNAL ASSY 88...	214-2503-44608	431.94
NEUMARK IRRIGATION SOLSB...	56506407.001	08/21/2026	G800EP8 BODY ASSY RISERLES...	214-2503-44608	622.39
AMAZON CAPITAL SERVICES I...	19LC-9WW7-NY1X	08/28/2026	WEED KILLER	214-2503-44608	169.16
AMAZON CAPITAL SERVICES I...	19LC-9WW7-NY1X	08/28/2026	TOILET PAPER	214-2503-44608	68.38
AMAZON CAPITAL SERVICES I...	19LC-9WW7-NY1X	08/28/2026	PAPER TOWELS	214-2503-44608	54.15
AMAZON CAPITAL SERVICES I...	1WLG-TNV9-4NF1	08/28/2026	1 1/2" BALL VALVES	214-2503-44608	139.98
INTEGRATED ENVIRONMENTA...	610	08/28/2026	GERONIMO TRAIL SCENIC BY...	214-2540-60725	2,000.00
VERIZON WIRELESS	6151118307	08/28/2026	PUBLIC INFORMATION OPEN ...	214-2540-43775	61.91
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	LODGERS TAX	214-2503-41226	57.92
Fund 214 - Lodgers Tax Total:					15,075.61

Fund: 216 - Muni Street

T OR C HARDWARE INC	187773/6	08/14/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	15.66
T OR C HARDWARE INC	187777/6	08/14/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	22.63
T OR C HARDWARE INC	187824/6	08/14/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	12.21
SANCO OIL LLC	2210	08/14/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	3.25
SANCO OIL LLC	2230	08/14/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	92.43
SANCO OIL LLC	2245	08/14/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	37.50
SANCO OIL LLC	2246	08/14/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	368.27
SANCO OIL LLC	2250	08/14/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	270.00
SANCO OIL LLC	2251	08/14/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	133.73
SANCO OIL LLC	2361	08/14/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	12.50
SANCO OIL LLC	2368	08/14/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	199.09
TESTONS FREEWAY CHEVRON	6965	08/14/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	1,494.81
MARLIN LEASING CORPORATI...	42553895	08/21/2026	STREET DEPT OPEN PO FY26/...	216-4503-43465	225.36
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	STREET DEPT	216-4503-41226	258.36
BLADES GROUP LLC	18054290	08/28/2026	18 YARDS OF ROCK ASPHALT	216-4503-43550	11,736.00
SANCO OIL LLC	2241	08/28/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	205.79
SANCO OIL LLC	2375	08/28/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	93.84
SANCO OIL LLC	2377	08/28/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	483.25
RAY C JONES	46190	08/28/2026	TAX (LABOR)	216-4503-43550	1,633.13
RAY C JONES	46190	08/28/2026	MILL, GRADE AND PAVE 3" SP...	216-4503-43550	19,500.00
VERIZON WIRELESS	6151118307	08/28/2026	STREETS DEPT OPEN PO FY26/...	216-4503-43775	169.08
BARTOO SAND & GRAVEL INC	C2503	08/28/2026	CONCRETE	216-4503-43550	586.00
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	STREET DEPT	216-4503-41226	239.12
Fund 216 - Muni Street Total:					37,792.01

Fund: 294 - State Library

OCLC INC	1000513461	08/14/2026	1 YEAR INTERLIBRARY LOAN S...	294-5003-60834	2,791.02
MARLIN LEASING CORPORATI...	42562337	08/21/2026	LIBRARY OPEN PO FY26/27	294-5003-60834	324.66
Fund 294 - State Library Total:					3,115.68

Fund: 295 - Muni Pool

ASHLEY FERGUSON	08012026	08/12/2026	DEPOSIT REFUND FOR POOL P...	295-4803-34355	50.00
JR AQUATIC SERVICES LLC	646	08/14/2026	50# CAL HYPO TABLETS	295-4803-10120	1,040.00
JR AQUATIC SERVICES LLC	646	08/14/2026	100#CYANURIC ACIC	295-4803-10120	240.00
JR AQUATIC SERVICES LLC	646	08/14/2026	100#CALCIUM HYPOCHLORITE...	295-4803-10120	560.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARLIN LEASING CORPORATI...	42562337	08/21/2026	POOL OPEN PO FY26/27	295-4803-43465	49.96
ESTHER LUCHINI	07062026	08/28/2026	7/6/2026 POOL PARTY REFUND	295-4803-34355	50.00
VERIZON WIRELESS	6151118307	08/28/2026	POOL OPEN PO FY26/27	295-4803-43775	68.45
JR AQUATIC SERVICES LLC	654	08/28/2026	CALCIUM HYPOCHLORITE GR...	295-4803-10120	280.00
JR AQUATIC SERVICES LLC	654	08/28/2026	50 POUND CALCIUM HYPOCH...	295-4803-10120	520.00
JR AQUATIC SERVICES LLC	654	08/28/2026	LIQUID SODIUM HYPOCHLORI...	295-4803-10120	120.00
JR AQUATIC SERVICES LLC	654	08/28/2026	PHOSPHATE REMOVER	295-4803-10120	260.00
AISHA JOHNSON	7132026	08/28/2026	7/13/2026 POOL PARTY REFU...	295-4803-34355	50.00
JESSICA MULLER	7212026	08/28/2026	7/21/2026 POOL PARTY REFU...	295-4803-34355	50.00
RUBEN & SIERRA LUCERO	832026	08/28/2026	8/3/2026 POOL PARTY REFUND	295-4803-34355	50.00
Fund 295 - Muni Pool Total:					3,388.41
Fund: 296 - PD GRT					
NM DEPT OF PUBLIC SAFETY T...	2027-A079	08/07/2026	GENERAL INSTRUCTOR CERTIF...	296-2403-48598	10.00
THE LINE LLC	719261	08/07/2026	Uniforms and Equipment (Ne...	296-2403-44615	921.21
THE LINE LLC	729261	08/07/2026	OPEN PO FOR UNIFORM & E...	296-2403-43999	423.96
THE LINE LLC	84264	08/07/2026	Uniforms and Equipment (Ne...	296-2403-44615	80.75
POLICE DEPARTMENT BANK O...	7/31/2026 - PD	08/21/2026	LODGING DARE CONFERENCE	296-2403-43999	611.96
POLICE DEPARTMENT BANK O...	7/31/2026 - PD	08/21/2026	BOUNCIE GPS DEVICE SERVICE	296-2403-48598	171.94
AMAZON CAPITAL SERVICES I...	1RRP-4WMF-TFP6	08/28/2026	LAPTOP CHARGERS (7)	296-2403-43999	109.82
KAUFMANS WEST LLC	21487L	08/28/2026	NAMETAPE FOR TORRES	296-2403-43999	8.90
KAUFMANS WEST LLC	21487L	08/28/2026	NAMETAPE FOR HERNANDEZ	296-2403-43999	8.90
KAUFMANS WEST LLC	21487L	08/28/2026	SHIPPING	296-2403-43999	4.00
GUNHERS LLC	8/14/2026	08/28/2026	7- OLIGHT USB CHARGERS	296-2403-43999	139.93
Fund 296 - PD GRT Total:					2,491.37
Fund: 299 - SPECIAL REVENUE FUNDS					
ARENAS VALLEY ANIMAL CLIN...	113310	08/07/2026	OPEN PO FOR STATE SPAY/NE...	299-7067-48598	1,697.21
ARENAS VALLEY ANIMAL CLIN...	113622	08/07/2026	OPEN PO BEST FRIENDS MEDI...	299-7051-48710	1,207.09
ARENAS VALLEY ANIMAL CLIN...	113937	08/07/2026	OPEN PO FOR STATE SPAY/NE...	299-7067-48598	3,062.70
Fund 299 - SPECIAL REVENUE FUNDS Total:					5,967.00
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724 - 8/17/26	08/21/2026	VETERANS WALL OPEN PO FY...	303-4703-43775	321.28
Fund 303 - Vet Wall Total:					321.28
Fund: 360 - NMFA PROJECTS					
BOHANNAN HUSTON INC	000140257	08/21/2026	CIF-6442 MATCH AMOUNT B...	360-7045-45600	555.16
BOHANNAN HUSTON INC	000140257	08/21/2026	BAR SCREEN DESIGN/CONSTR...	360-7045-80860	4,996.42
WILSON & COMPANY INC ENG...	152899	08/21/2026	PERSHING/SILVER WA IMPRO...	360-7044-80860	43,034.86
Fund 360 - NMFA PROJECTS Total:					48,586.44
Fund: 380 - DOTHER STATE FUNDED PROJECTS					
J & H SERVICES INC	6 - 6/29/2026	08/14/2026	SHOVEL READY - INFASRUCT...	380-7034-80860	356,978.58
BOHANNAN HUSTON INC	000140257	08/21/2026	WWTP IMPROVEMENTS	380-7064-80860	12,953.67
PLUMA LLC	8 - 8/5/2026	08/21/2026	FY24 GRANT AGREEMENT 419...	380-7055-80860	329,278.14
PLUMA LLC	8 - 8/5/2026	08/21/2026	FOCH ST RENOVATION - MAIN...	380-7056-80860	104,135.46
MRWM LANDSCAPE ARCHITE...	26-08032	08/28/2026	T OR C GREAT BLOCKS-FOCH S...	380-7020-80860	17,172.00
MRWM LANDSCAPE ARCHITE...	26-08032	08/28/2026	SALES TAX	380-7020-80860	1,309.37
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					821,827.22
Fund: 403 - Pledge State DEBT SERVICE					
NEW MEXICO FINANCE AUTH...	8/6/2026	08/07/2026	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	8/6/2026	08/07/2026	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTH...	8/6/2026	08/07/2026	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,222.89
NEW MEXICO FINANCE AUTH...	8/6/2026	08/07/2026	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,579.33
NEW MEXICO FINANCE AUTH...	8/6/2026	08/07/2026	NMFA DW-4794 MONTHLY D...	403-1203-90910	118.57
NEW MEXICO FINANCE AUTH...	8/6/2026	08/07/2026	NMFA PPRF-6467 GO BOND 2...	403-2024-12924	38,525.60
NEW MEXICO FINANCE AUTH...	8/6/2026	08/07/2026	NMFA PPRF-6967 GO BOND 2...	403-2026-12926	258,839.78
NEW MEXICO FINANCE AUTH...	8/6/2026	08/07/2026	NMFA PPRF-6072 GO BOND 2...	403-2303-12923	40,574.10
Fund 403 - Pledge State DEBT SERVICE Total:					364,149.61
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
XEROX CORP OLD	026063909	08/07/2026	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	419.85
STAPLES CONTRACT & COMM...	6069364740	08/07/2026	BOXES A/R U/B	502-3601-44606	24.20

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES CONTRACT & COMM...	6069364740	08/07/2026	SHARPIE PRO MAGNUM	502-3601-44606	2.44
STAPLES CONTRACT & COMM...	6069364740	08/07/2026	UNI PAINT PX-20 METER MAR...	502-3601-44606	2.60
STAPLES CONTRACT & COMM...	6069364740	08/07/2026	NOTEBOOKS	502-3601-44606	5.78
STAPLES CONTRACT & COMM...	6069364740	08/07/2026	CLEAR TAPE	502-3601-44606	8.50
STAPLES CONTRACT & COMM...	6069364740	08/07/2026	RED TAG PAPER	502-3601-44606	23.16
STAPLES CONTRACT & COMM...	6069364740	08/07/2026	PURELL HAND SANITIZER	502-3601-44606	28.04
STAPLES CONTRACT & COMM...	6069364740	08/07/2026	CASH REG TAPE	502-3601-44606	93.05
STAPLES CONTRACT & COMM...	6069364740	08/07/2026	COPY PAPER	502-3601-44606	110.76
STAPLES CONTRACT & COMM...	6069364740	08/07/2026	DOOR HANGER	502-3601-44606	161.49
POSTMASTER	37779261 - 8/19/26	08/21/2026	UB POSTAGE FOR CITY OF T.O...	502-3601-43735	10,000.00
MARLIN LEASING CORPORATI...	42562337	08/21/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43465	399.62
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	UTILITY OFFICE	502-3601-41226	225.52
VERIZON WIRELESS	6151118307	08/28/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43775	523.64
MORNING STAR SPORTS LLC	70397	08/28/2026	6 SHIRTS AND 2 HATS EMBRO...	502-3601-44613	87.00
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	UTILITY OFFICE	502-3601-41226	225.51
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					12,341.16

Fund: 503 - Electric

JUAN F QUINTANA DBA NEW...	000001896	08/07/2026	FREIGHT T OR C, NM	503-3702-44607	1,000.00
JUAN F QUINTANA DBA NEW...	000001896	08/07/2026	45' CLASS 2 POLES TREATED D...	503-3702-44607	16,920.00
REEDS TIRE CENTER	17431	08/07/2026	NEW TIRE FOR JOSH'S BUCKET...	503-3702-47420	37.93
WESTERN UNITED ELECTRIC	6180697	08/07/2026	88-SUPER-3/4X76 TAPE VINYL...	503-3702-44607	264.00
WESTERN UNITED ELECTRIC	6180698	08/07/2026	5641 TERM 15KV #2-2/0 QT-11	503-3702-44607	247.84
WESTERN UNITED ELECTRIC	6180698	08/07/2026	AF9412 BOLT OVALEYE 5/8 X ...	503-3702-44607	290.00
WESTERN UNITED ELECTRIC	6180698	08/07/2026	WR289 CONN COMP PG 2/0-2	503-3702-44607	452.50
WESTERN UNITED ELECTRIC	6180698	08/07/2026	21116-ES COVER BUSHING 1 ...	503-3702-44607	846.80
WESTERN UNITED ELECTRIC	6180698	08/07/2026	MB-4 BKT MOUNTING	503-3702-44607	317.70
MORNING STAR SPORTS LLC	70223	08/07/2026	EMBROIDERY- T OR C ELECTRI...	503-3702-42620	36.00
MORNING STAR SPORTS LLC	70223	08/07/2026	SLU2 BULWARK EXCEL FR CO...	503-3702-42620	588.00
MORNING STAR SPORTS LLC	70223	08/07/2026	EMBROIDERY- SETH (RED)	503-3702-42620	24.00
LANDIS+GYR TECHNOLOGY INC	90434507	08/07/2026	L&G SAAS OPEN PO 26/27	503-3702-43770	1,860.00
TRIPLE H SOLAR LLC	0429	08/14/2026	TRIPLE H SOLAR OPEN PO FY 2...	503-3702-48598	3,040.00
TRI STATE GENERATION & TR...	1081004	08/14/2026	OPEN PO DRAWDOWN (FY 26...	503-3702-50795	43,199.54
WESTERN UNITED ELECTRIC	6180661	08/14/2026	SC0010 CONN STEM 1/0 UP T...	503-3702-44607	228.10
TESTONS FREEWAY CHEVRON	6968	08/14/2026	GAS/DIESEL PURCHASES- OPE...	503-3702-43316	2,350.96
SIERRA ELECTRIC CO-OP INC	716800 - 8/6/2026	08/14/2026	OPEN PO DRAWDOWN FOR FY...	503-3702-50795	473,672.60
GRAINGER INC	9032820335	08/14/2026	HID BALLASTKIT ADVANCE 250...	503-3702-44607	242.57
GRAINGER INC	9032820335	08/14/2026	HID, 250 W, ED28, MOGUL SC...	503-3702-44607	317.40
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202607-01	08/14/2026	OPEN PO DRAWDOWN (FY 26...	503-3702-50795	5,871.81
AMAZON CAPITAL SERVICES I...	17QH-RNQX-YFQP	08/21/2026	ARIAT MENS REBAR FLEX WES...	503-3702-42620	149.95
AMAZON CAPITAL SERVICES I...	17QH-RNQX-YFQP	08/21/2026	IRISH SETTER TWO HARBORS ...	503-3702-42620	229.95
AMAZON CAPITAL SERVICES I...	17QH-RNQX-YFQP	08/21/2026	STAPLES OFFICE CHAIR MAT, ...	503-3702-44606	49.49
MARLIN LEASING CORPORATI...	42562337	08/21/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43465	124.88
ZIA ELECTRIC	554681	08/21/2026	4 NEW GFI'S WITH BOXES & ...	503-3702-47415	3,500.00
ZIA ELECTRIC	554681	08/21/2026	TAX (LABOR)	503-3702-47415	293.13
VERIZON WIRELESS	6150184310	08/21/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43775	60.90
ELECTRIC BANK OF AMERICA	7/31/2026 - EL	08/21/2026	IGLOO ICE CHEST	503-3702-44607	22.67
ELECTRIC BANK OF AMERICA	7/31/2026 - EL	08/21/2026	CASES OF WATER	503-3702-44607	52.70
WESTERN AREA POWER ADM...	JJPB17798A0726	08/21/2026	OPEN PO DRAWDOWN FOR FY...	503-3702-50795	44,175.30
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	PUBLIC WORKS	503-3702-41226	42.31
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	ELECTRIC DEPT	503-3702-41226	420.19
AMAZON CAPITAL SERVICES I...	1KCC-49PJ-PNHQ	08/28/2026	CARHARTT MENS RELAXED ST...	503-3702-42620	269.94
AMAZON CAPITAL SERVICES I...	1THJ-KK3L-YHP1	08/28/2026	ARIAT MENS FLAME RESISTAN...	503-3702-42620	623.94
VERIZON WIRELESS	6151118307	08/28/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43775	241.04
WESTERN UNITED ELECTRIC	6179670	08/28/2026	2/0-3C RUNCINA 1500FT	503-3702-44607	5,729.36
WESTERN UNITED ELECTRIC	6182765	08/28/2026	21116-ES COVER BUSHING 1 ...	503-3702-44607	169.36
WESTERN UNITED ELECTRIC	6182766	08/28/2026	38-100SC-ES COVER STINGER ...	503-3702-44607	1,360.00
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	ELECTRIC DEPT	503-3702-41226	420.19
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	PUBLIC WORKS	503-3702-41226	42.31
Fund 503 - Electric Total:					609,785.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 504 - Water					
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	HP923 INK CARTRIDGES (2)	504-3803-44606	77.67
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	CATALOG ENVELOPES	504-3803-44606	14.35
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	COPY PAPER	504-3803-44606	21.41
SANCO OIL LLC	2234	08/07/2026	OPEN PO FOR WATER FUEL (F...	504-3803-43316	110.94
BOOT BARN	INV00633966	08/07/2026	BOOTS FOR JAMIE FOREMAN	504-3803-44615	143.99
USA BLUEBOOK	INV01088272	08/07/2026	SPECIAL ORDER - 3/4" WATE...	504-3803-44615	174.78
BAKER UTILITY SUPPLY CORP	INV346844	08/07/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	505.50
BAKER UTILITY SUPPLY CORP	INV346845	08/07/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	1,845.50
BAKER UTILITY SUPPLY CORP	INV346992	08/07/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	268.20
BULLOCKS INC	0271	08/14/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	2.39
BULLOCKS INC	0455	08/14/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	2.39
WEX BANK	114254505 - WA	08/14/2026	OPEN PO FOR WATER FUEL (F...	504-3803-43316	1,018.26
BULLOCKS INC	1440	08/14/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	2.39
BULLOCKS INC	1809	08/14/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	2.39
T OR C HARDWARE INC	187307/6	08/14/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	17.55
T OR C HARDWARE INC	187311/6	08/14/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	4.63
T OR C HARDWARE INC	187416/6	08/14/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	30.15
T OR C HARDWARE INC	187433/6	08/14/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	8.35
T OR C HARDWARE INC	187479/6	08/14/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	109.50
T OR C HARDWARE INC	187531/6	08/14/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	1.72
T OR C HARDWARE INC	187551/6	08/14/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	3.03
T OR C HARDWARE INC	187609/6	08/14/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	7.59
T OR C HARDWARE INC	187673/6	08/14/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	6.83
T OR C HARDWARE INC	187676/6	08/14/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	10.12
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	HYDROMATE ELECTROLYTE V...	504-3803-44606	42.97
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	ABC DIVIDER TABS	504-3803-44606	41.83
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	HYDROMATE ELECTROLYTE V...	504-3803-44606	33.43
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	BLACKOUT CURTAIN FOR OFFI...	504-3803-44606	31.79
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	WET DRY SHOP VACCUMM	504-3803-44606	24.65
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	HANDSANITIZER WALL REFILL	504-3803-44606	19.99
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	CAR AIR FRESHENERS	504-3803-44606	6.00
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	HYDROMATE ELECTROLYTE P...	504-3803-44606	50.15
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	ASSORTED HIGHLIGHTERS	504-3803-44606	4.99
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	BLACKOUT CURTAIN FOR OFFI...	504-3803-44606	53.51
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	WET ERASE MARKERS	504-3803-44606	3.59
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	SORTKWKIK FINGERTIP MOIST...	504-3803-44606	3.21
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	POP UP STICKY NOTES	504-3803-44606	7.69
AMAZON CAPITAL SERVICES I...	1J7F-GYCC-H313	08/14/2026	CENTERFEED HAND TOWELS	504-3803-44606	47.45
BULLOCKS INC	2446	08/14/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	2.39
BULLOCKS INC	4755	08/14/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	2.39
BULLOCKS INC	7412	08/14/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	2.39
TAXATION AND REVENUE	8/11/2026	08/14/2026	WATER CONSERVATION FEE FY...	504-3803-43797	1,777.44
MARLIN LEASING CORPORATI...	42562337	08/21/2026	WATER DEPT OPEN PO FY26/...	504-3803-43465	49.96
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	WATER DEPT	504-3803-41226	322.80
JESSE COLE	073126	08/28/2026	JESSE COLE CONTRACT FOR ...	504-3803-48598	2,899.03
LYNNS LANDSCAPE	3543	08/28/2026	WEED REMOVAL AT REUSE P...	504-3803-47415	2,611.84
VERMEER MOUNTAIN WEST I...	60024235	08/28/2026	SEAL FOR VAC TRAILER	504-3803-47421	115.83
VERIZON WIRELESS	6151118307	08/28/2026	WATER DEPT OPEN PO FY26/...	504-3803-43775	247.81
BOOT BARN	INV00646391	08/28/2026	BOOTS FOR ISAIAH MALLARD	504-3803-44615	148.49
BOOT BARN	INV00646393	08/28/2026	BOOTS FOR RENE LOERA	504-3803-44615	148.49
BOOT BARN	INV00646397	08/28/2026	PANTS FOR ISAIAH MALLARD	504-3803-42620	269.95
BOOT BARN	INV00646398	08/28/2026	PANTS FOR RENE LOERA	504-3803-42620	300.00
USA BLUEBOOK	INV01125053	08/28/2026	AQUATAP TAPPING KIT FOR ...	504-3803-44607	3,681.15
BAKER UTILITY SUPPLY CORP	INV347126	08/28/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	968.00
BAKER UTILITY SUPPLY CORP	INV347127	08/28/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	163.40
BAKER UTILITY SUPPLY CORP	INV347128	08/28/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	2,474.70
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	WATER DEPT	504-3803-41226	322.80
Fund 504 - Water Total:					21,269.74

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Payment Dates: 8/1/2026 - 8/31/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 505 - Solid Waste					
AUTOZONE STORES LLC	02529481929	08/07/2026	(24) SP-DEF SHOP PRO DEF	505-3904-44607	348.96
CITY OF LAS CRUCES	118641	08/07/2026	SCSWA WASTE DISPOSAL	505-3904-45601	54,624.38
CNA SURETY	62153207 - 26/27	08/07/2026	RENEWAL BOND # 62153207 ...	505-3904-43770	100.00
NM MUNICIPAL LEAGUE	INV-000768	08/07/2026	OPEN PO FOR ANNUAL DUES (...505-3904-43770		100.00
WEX BANK	114254505 - TR	08/14/2026	OPEN PO DRAWDOWN FOR F...	505-3904-43316	6,462.10
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	PENDAFLEX RECY.HANG.FILE ...	505-3904-44606	21.11
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	BONSAll 12 SHEET PAPER SHR...	505-3904-44606	94.99
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	SCOTCH MAGIC TAPE INV. (1)...	505-3904-44606	19.37
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	WINDEX GLASS CLEANER	505-3904-44606	19.01
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	SWINGLINE STAPLES PREM 3/...	505-3904-44606	16.28
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	PENDAFLEX FILE FOLDERS-M...	505-3904-44606	13.99
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	DURACELL COPPERTOP BATTE...	505-3904-44606	24.74
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	PUFFS FACIAL TISSUES PL-LOT.	505-3904-44606	13.29
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	SCOTT PAPER TOWELS	505-3904-44606	65.99
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	SHARPIE S GEL PENS-FINE PT	505-3904-44606	12.89
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	FEBREZE AIR MIST	505-3904-44606	9.94
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	ZEBRA PEN Z GRIP RET. BALLP...	505-3904-44606	8.43
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	SHARPIE PERM. MARKERS-FIN...	505-3904-44606	7.99
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	AMAZON BASICS SHEET PROT...	505-3904-44606	7.54
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	MR SIGA DISH SCRUB BRUSH	505-3904-44606	11.39
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	WUAGNCK COMPATIBLE CALC...	505-3904-44606	6.99
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	EXPO DRY ERASE MARKERS-B...	505-3904-44606	3.98
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	CROCODILE CLOTH AUTO CLE...	505-3904-44607	81.76
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	ZEP CONCENTRATED MULIT-P...	505-3904-44607	49.92
AMAZON CAPITAL SERVICES I...	1LML-D1G4-PFJP	08/14/2026	CUSTOM METAL SIGN OUTD...	505-3904-44607	746.64
SWANA NM ROADRUNNER C...	2026-81	08/14/2026	NMED LANDFILL OPERATOR C...	505-3904-42720	400.00
LONESTAR FREIGHTLINER GR...	DE-54599	08/14/2026	2026 FREIGHTLINER M2 108SD...	505-3904-80810	290,460.00
MARLIN LEASING CORPORATI...	42562337	08/21/2026	SOLID WASTE OPEN PO FY26/...	505-3904-43465	124.88
SOLID WASTE BANK OF AMER...	7/31/2026 - TR	08/21/2026	12 CASES OF GV WATER	505-3904-44615	63.24
CITY UTILITIES	8/14/26	08/21/2026	SANITATION DEPT LANDFILL	505-3904-45601	46,534.78
RED WING SHOES OF LAS CRU...	INV-006491	08/21/2026	SAFETY BOOTS- GARY CARRE...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006491	08/21/2026	SAFETY BOOTS - ANDRES A AL...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006491	08/21/2026	SAFETY BOOTS- MATHEW HILL	505-3904-44615	200.00
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	SOLID WASTE DEPT	505-3904-41226	586.10
PARKHILL SMITH & COOPER	04386624.00-10	08/28/2026	TASK ORDER T OR C BLM LAN...	505-3904-48599	3,348.79
VERIZON WIRELESS	6151118307	08/28/2026	SANITATION OPEN PO FY26/27	505-3904-43775	138.02
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	SOLID WASTE DEPT	505-3904-41226	586.10
Fund 505 - Solid Waste Total:					405,713.59
Fund: 506 - WWTP					
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	HP923 INK CARTRIDGES (2)	506-4005-44606	77.67
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	COPY PAPER	506-4005-44606	21.40
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	CATALOG ENVELOPES	506-4005-44606	14.36
FERGUSON ENTERPRISES LLC	1605657	08/07/2026	WWTP 8" METER FOR WWTP	506-4005-47415	11,350.83
THREE CROSSES MAINTENAN...	181	08/07/2026	PORTANCE GENERATOR MAIN...	506-4005-47425	2,330.11
SANCO OIL LLC	2229	08/07/2026	OPEN PO FOR WW FUEL (FY26...	506-4005-43316	90.69
EUROFINS ENVIRONMENTAL ...	8850039853	08/07/2026	REMAINING PAYMENT FOR W...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850039854	08/07/2026	REMAINING PAYMENT FOR W...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850040119	08/07/2026	REMAINING PAYMENT FOR W...	506-4005-44605	387.45
USA BLUEBOOK	INV01088272	08/07/2026	SPECIAL ORDER - 3/4" WATE...	506-4005-44615	174.78
EUROFINS ENVIRONMENTAL ...	8850040120	08/14/2026	QUARTERLY TESTING	506-4005-44605	1,264.59
BULLOCKS INC	0271	08/14/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	2.39
BULLOCKS INC	0455	08/14/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	2.39
WEX BANK	114254505 - WW	08/14/2026	OPEN PO DRAWDOWN FOR F...	506-4005-43316	2,266.29
BULLOCKS INC	1440	08/14/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	2.39
BULLOCKS INC	1809	08/14/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	2.39
T OR C HARDWARE INC	187307/6	08/14/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	17.56
T OR C HARDWARE INC	187311/6	08/14/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	4.64
T OR C HARDWARE INC	187416/6	08/14/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	30.14
T OR C HARDWARE INC	187433/6	08/14/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	8.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T OR C HARDWARE INC	187479/6	08/14/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	109.50
T OR C HARDWARE INC	187531/6	08/14/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	1.72
T OR C HARDWARE INC	187551/6	08/14/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	3.03
T OR C HARDWARE INC	187609/6	08/14/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	7.60
T OR C HARDWARE INC	187673/6	08/14/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	6.83
T OR C HARDWARE INC	187676/6	08/14/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	10.12
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	SORTKWIK FINGERTIP MOIST...	506-4005-44606	3.21
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	ABC DIVIDER TABS	506-4005-44606	41.82
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	CENTERFEED HAND TOWELS	506-4005-44606	47.45
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	HYDROMATE ELECTROLYTE V...	506-4005-44606	42.98
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	BLACKOUT CURTAIN FOR OFFI...	506-4005-44606	53.51
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	HYDROMATE ELECTROLYTE V...	506-4005-44606	33.43
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	BLACKOUT CURTAIN FOR OFFI...	506-4005-44606	31.79
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	HANDSANITIZER WALL REFILL	506-4005-44606	20.00
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	WET DRY SHOP VACCUMM	506-4005-44606	24.64
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	CAR AIR FRESHENERS	506-4005-44606	6.00
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	ASSORTED HIGHLIGHTERS	506-4005-44606	5.00
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	WET ERASE MARKERS	506-4005-44606	3.60
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	POP UP STICKY NOTES	506-4005-44606	7.69
AMAZON CAPITAL SERVICES I...	1J7F-6YCC-H313	08/14/2026	HYDROMATE ELECTROLYTE P...	506-4005-44606	50.14
BULLOCKS INC	2446	08/14/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	2.39
BULLOCKS INC	4755	08/14/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	2.39
BULLOCKS INC	7412	08/14/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	2.39
VILLAGE OF WILLIAMSBURG	8/11/2026	08/14/2026	SEWER RECEIPTS FY 2026 - 20...	506-4005-48798	6,064.93
MARLIN LEASING CORPORATI...	42562337	08/21/2026	WASTE WATER OPEN PO FY26...	506-4005-43465	249.74
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	WASTE WATER DEPT	506-4005-41226	184.23
JESSE COLE	073126	08/28/2026	JESSE COLE CONTRACT FOR ...	506-4005-48598	2,899.03
COVE ENVIRONMENTAL LLC	111-2-26	08/28/2026	PAYMENT FOR QUARTERLY TE...	506-4005-44605	2,150.00
LYNNS LANDSCAPE	3543	08/28/2026	WEED REMOVAL AT REUSE P...	506-4005-47415	2,611.84
VERMEER MOUNTAIN WEST I...	60024235	08/28/2026	SEAL FOR VAC TRAILER	506-4005-47420	115.82
VERIZON WIRELESS	6151118307	08/28/2026	WASTE WATER DEPT OPEN FY...	506-4005-43775	414.63
EUROFINS ENVIRONMENTAL ...	8850041322	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850041363	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850041484	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850041746	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850041787	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850041789	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850042033	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850042035	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850042366	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850042459	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850042603	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	134.53
EUROFINS ENVIRONMENTAL ...	8850042729	08/28/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	812.57
BOOT BARN	INV00646394	08/28/2026	BOOT FOR KAILEY MCCRAW	506-4005-44615	121.49
BOOT BARN	INV00646395	08/28/2026	BOOTS FOR NICKOLAS SPILLM...	506-4005-44615	188.95
BOOT BARN	INV00646399	08/28/2026	PANTS FOR KAILEY MCCRAW	506-4005-42620	267.29
BOOT BARN	INV00646400	08/28/2026	PANTS FOR NICKOLAS SPILLM...	506-4005-42620	300.00
AIRVAC INC	INV90355376	08/28/2026	3/8" BLACK S-CAP	506-4005-44607	28.00
AIRVAC INC	INV90355376	08/28/2026	5/8" RED S-CAP	506-4005-44607	28.00
AIRVAC INC	INV90355376	08/28/2026	CONTROLLER REBUILD KITS HP	506-4005-44607	1,095.43
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	WASTE WATER DEPT	506-4005-41226	167.40

Fund 506 - WWTP Total: 43,922.52

Fund: 508 - Golf Course

COUFAL PRATER EQUIPMENT ...	14637738	08/14/2026	SERVICE ON 2016 JOHN DEERE..	508-4303-47420	4,768.49
COUFAL PRATER EQUIPMENT ...	14641863	08/14/2026	SERVICE ON 2015 JOHN DEERE..	508-4303-47420	4,714.94
MASEK ROCKY MOUNTAIN GO...	02-111224	08/21/2026	OPEN PO GOLF CART LEASE F...	508-4303-43465	979.28
MARLIN LEASING CORPORATI...	42562337	08/21/2026	GOLF COURSE OPEN PO FY26/...	508-4303-43465	249.74
TALON SEPTIC & POTTY SERVI...	14121	08/21/2026	OPEN PO FOR PORTA POT RE...	508-4303-43465	100.00
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	GOLF COURSE	508-4303-41226	85.87
VERIZON WIRELESS	6151118307	08/28/2026	GOLF COURSE OPEN PO FY26/...	508-4303-43775	61.91

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	GOLF COURSE	508-4303-41226	85.87
				Fund 508 - Golf Course Total:	11,046.10
Fund: 509 - Muni Airport					
TECH 45 AIRPORT MANAGEM...	8/6/2026	08/07/2026	MONTHLY MANAGEMENT AG...	509-4403-48598	18,713.49
WINDSTREAM CORPORATION	101112924 - 8/17/26	08/21/2026	AIRPORT OPEN PO FY26/27	509-4403-43775	469.60
MARLIN LEASING CORPORATI...	42562337	08/21/2026	AIRPORT OPEN PO FY26/27	509-4403-43465	49.96
VERIZON WIRELESS	6151118307	08/28/2026	AIRPORT OPEN PO FY26/27	509-4403-43775	116.16
				Fund 509 - Muni Airport Total:	19,349.21
Fund: 600 - Internal Serv					
EMP POWER LLC	P91560305	05/15/2026	OPEN PO DRAWDOWN FOR B...	600-7003-44607	1,072.08
REEDS TIRE CENTER	17403	08/07/2026	OPEN PO FOR TIRES AND SUP...	600-7003-44626	494.24
SIERRA AUTO PARTS LLC	348454	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	47.75
SIERRA AUTO PARTS LLC	348592	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	30.46
SIERRA AUTO PARTS LLC	348681	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	35.99
SIERRA AUTO PARTS LLC	348739	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	210.66
SIERRA AUTO PARTS LLC	348776	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	39.15
SIERRA AUTO PARTS LLC	348886	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	195.86
SIERRA AUTO PARTS LLC	348892	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	16.48
SIERRA AUTO PARTS LLC	348915	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	14.87
SIERRA AUTO PARTS LLC	348916	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	19.68
SIERRA AUTO PARTS LLC	348957	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	117.24
SIERRA AUTO PARTS LLC	348958	08/07/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	108.80
MELLOY DODGE	DOCS630080	08/07/2026	LABOR TO REPLACE STARTER	600-7003-47420	524.88
MELLOY DODGE	DOCS630080	08/07/2026	COOLANT	600-7003-47420	37.06
MELLOY DODGE	DOCS630080	08/07/2026	LABOR TO REPLACE COOLER ...	600-7003-47420	293.93
MELLOY DODGE	DOCS630080	08/07/2026	COOLER	600-7003-47420	92.56
MELLOY DODGE	DOCS630080	08/07/2026	HOSE	600-7003-47420	40.73
MELLOY DODGE	DOCS630080	08/07/2026	STARTER	600-7003-47420	344.99
MELLOY DODGE	DOCS630080	08/07/2026	DAIGNOSTIC	600-7003-47420	209.95
WAGNER EQUIPMENT CO	P12C0526948	08/07/2026	IGNITION SWITCH	600-7003-47420	159.34
WAGNER EQUIPMENT CO	P12C0526948	08/07/2026	RETAINER NUT	600-7003-47420	2.46
WAGNER EQUIPMENT CO	P12C0527035	08/07/2026	TRANS HYD FILTER	600-7003-47420	32.33
WAGNER EQUIPMENT CO	P12C0527035	08/07/2026	Engine Air FILTER	600-7003-47420	112.03
WAGNER EQUIPMENT CO	P12C0527035	08/07/2026	HYD OIL FILTER	600-7003-47420	95.56
WAGNER EQUIPMENT CO	P12C0527035	08/07/2026	CABIN AIR FILTER	600-7003-47420	58.55
WAGNER EQUIPMENT CO	P12C0527035	08/07/2026	Air Cleaner	600-7003-47420	44.11
WAGNER EQUIPMENT CO	P12C0527035	08/07/2026	ELEMENT SEPARATOR	600-7003-47420	43.82
WAGNER EQUIPMENT CO	P12C0527035	08/07/2026	ELEMENT SEPARATOR	600-7003-47420	34.09
R J BORDER INTERNATIONAL LP	X400141615.01	08/07/2026	OPEN PO FOR PARTS FOR FY 2...	600-7003-47420	2,083.28
R J BORDER INTERNATIONAL LP	X400143643.01	08/07/2026	OPEN PO FOR PARTS FOR FY 2...	600-7003-47420	488.50
WEX BANK	114254505 - FL	08/14/2026	OPEN PO DRAWDOWN FOR F...	600-7003-43316	1,354.95
BENNYS GARAGE DOORS LLC	1367	08/14/2026	OPEN PO FOR GARAGE DOOR ...	600-7003-43403	270.94
AMAZON CAPITAL SERVICES I...	1XNP-CFLL-FF4J	08/14/2026	PRINTER PAPER	600-7003-44606	97.32
AMAZON CAPITAL SERVICES I...	1XNP-CFLL-FF4J	08/14/2026	SELF INKING STAMP "PLEASE ...	600-7003-44606	67.52
AMAZON CAPITAL SERVICES I...	1XNP-CFLL-FF4J	08/14/2026	SELF INKING STAMP "LEAVE P...	600-7003-44606	64.44
O'REILLY AUTO PARTS INC	2162-222948	08/14/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	159.98
O'REILLY AUTO PARTS INC	2162-222950	08/14/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	98.66
O'REILLY AUTO PARTS INC	2162-222960	08/14/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	22.90
O'REILLY AUTO PARTS INC	2162-223066	08/14/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	47.98
R J BORDER INTERNATIONAL LP	X400141694.01	08/14/2026	OPEN PO FOR PARTS FOR FY 2...	600-7003-47420	343.31
R J BORDER INTERNATIONAL LP	X400143652.01	08/14/2026	OPEN PO FOR PARTS FOR FY 2...	600-7003-47420	3,352.45
REEDS TIRE CENTER	17465	08/21/2026	OPEN PO FOR TIRES AND SUP...	600-7003-44626	183.50
AMAZON CAPITAL SERVICES I...	1J3M-VF7K-4TCL	08/21/2026	NEW CARBURATOR + INSTALL...	600-7003-47420	23.88
AMAZON CAPITAL SERVICES I...	1J3M-VF7K-4TCL	08/21/2026	ESTIMATED SHIPPING	600-7003-47420	6.99
O'REILLY AUTO PARTS INC	2162-223511	08/21/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	39.98
O'REILLY AUTO PARTS INC	2162-223522	08/21/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	12.13
JESSICA MULLER DBA FREED...	2231-5785713	08/21/2026	OPEN PO FOR WINDSHIELD & ...	600-7003-47420	416.00
JESSICA MULLER DBA FREED...	2231-5851423	08/21/2026	OPEN PO FOR WINDSHIELD & ...	600-7003-47420	620.00
MARLIN LEASING CORPORATI...	42562337	08/21/2026	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.92
ALFRED M CANDELARIA	4720	08/21/2026	LABOR TAX	600-7003-47420	272.06

AP EOM REPORT AUGUST 2026

Payment Dates: 8/1/2026 - 8/31/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALFRED M CANDELARIA	4720	08/21/2026	BASE COAT PAINT,CLEAR COAT...	600-7003-47420	395.00
ALFRED M CANDELARIA	4720	08/21/2026	REAR BUMPER	600-7003-47420	680.00
ALFRED M CANDELARIA	4720	08/21/2026	LABOR TO REMOVE& REPAIR ...	600-7003-47420	902.50
ALFRED M CANDELARIA	4720	08/21/2026	PARKING AID REAR BUMPER S...	600-7003-47420	250.00
LAWSON PRODUCTS INC	9313596495	08/21/2026	MISC. SUPPLIES INCLUDING H...	600-7003-44607	37.25
NM RETIREE HEALTH CARE	PPE 2026-08-07	08/21/2026	FLEET SERVICE CENTER	600-7003-41226	215.38
R J BORDER INTERNATIONAL LP	X400143068.02	08/21/2026	AUTOMATIC TRANS FLUID	600-7003-43316	3,184.29
R J BORDER INTERNATIONAL LP	X400143822.01	08/21/2026	OPEN PO FOR PARTS FOR FY 2...	600-7003-47420	666.00
AMAZON CAPITAL SERVICES I...	1JNV-637Y-9H3X	08/28/2026	FILE FOLDERS	600-7003-44606	20.49
AMAZON CAPITAL SERVICES I...	1JNV-637Y-9H3X	08/28/2026	BROTHER LABEL MAKER REFIL...	600-7003-44606	19.99
AMAZON CAPITAL SERVICES I...	1JNV-637Y-9H3X	08/28/2026	LINED STICKY NOTES 4X6	600-7003-44606	17.36
AMAZON CAPITAL SERVICES I...	1JNV-637Y-9H3X	08/28/2026	PILOT G2 PENS	600-7003-44606	13.49
AMAZON CAPITAL SERVICES I...	1JNV-637Y-9H3X	08/28/2026	PAPER CLIPS	600-7003-44606	8.93
AMAZON CAPITAL SERVICES I...	1JNV-637Y-9H3X	08/28/2026	STICKY NOTES 3X3	600-7003-44606	8.54
AMAZON CAPITAL SERVICES I...	1JNV-637Y-9H3X	08/28/2026	BIC ROUND PENS	600-7003-44606	6.99
AMAZON CAPITAL SERVICES I...	1JNV-637Y-9H3X	08/28/2026	BIC ROUND PENS BLACK	600-7003-44606	6.78
AMAZON CAPITAL SERVICES I...	1JNV-637Y-9H3X	08/28/2026	OFFICE CHAIRS	600-7003-44606	157.98
UNIFIRST HOLDINGS INC DBA ...	2880383530	08/28/2026	OPEN PO FOR UNIFORMS (FY ...	600-7003-42620	84.98
UNIFIRST HOLDINGS INC DBA ...	2880386021	08/28/2026	OPEN PO FOR UNIFORMS (FY ...	600-7003-42620	84.98
UNIFIRST HOLDINGS INC DBA ...	2880388301	08/28/2026	OPEN PO FOR UNIFORMS (FY ...	600-7003-42620	81.18
UNIFIRST HOLDINGS INC DBA ...	2880390330	08/28/2026	OPEN PO FOR UNIFORMS (FY ...	600-7003-42620	76.65
UNIFIRST HOLDINGS INC DBA ...	2880392666	08/28/2026	OPEN PO FOR UNIFORMS (FY ...	600-7003-42620	76.65
UNIFIRST HOLDINGS INC DBA ...	2880395111	08/28/2026	OPEN PO FOR UNIFORMS (FY ...	600-7003-42620	77.48
UNIFIRST HOLDINGS INC DBA ...	2880397276	08/28/2026	OPEN PO FOR UNIFORMS (FY ...	600-7003-42620	76.65
UNIFIRST HOLDINGS INC DBA ...	2880400043	08/28/2026	OPEN PO FOR UNIFORMS (FY ...	600-7003-42620	64.48
UNIFIRST HOLDINGS INC DBA ...	2880402090	08/28/2026	OPEN PO FOR UNIFORMS (FY ...	600-7003-42620	65.31
VERIZON WIRELESS	6151118307	08/28/2026	SERVICE CENTER OPEN PO FY...	600-7003-43775	227.21
NM RETIREE HEALTH CARE	PPE 2026-08-21	08/28/2026	FLEET SERVICE CENTER	600-7003-41226	215.38
Fund 600 - Internal Serv Total:					22,353.26
Grand Total:					2,748,792.62

Report Summary**Fund Summary**

Fund	Payment Amount
101 - General	215,380.42
209 - Fire	84,916.63
214 - Lodgers Tax	15,075.61
216 - Muni Street	37,792.01
294 - State Library	3,115.68
295 - Muni Pool	3,388.41
296 - PD GRT	2,491.37
299 - SPECIAL REVENUE FUNDS	5,967.00
303 - Vet Wall	321.28
360 - NMFA PROJECTS	48,586.44
380 - OTHER STATE FUNDED PROJECTS	821,827.22
403 - Pledge State DEBT SERVICE	364,149.61
502 - UTILITY OFFICE-UTILITY BILLING	12,341.16
503 - Electric	609,785.36
504 - Water	21,269.74
505 - Solid Waste	405,713.59
506 - WWTP	43,922.52
508 - Golf Course	11,046.10
509 - Muni Airport	19,349.21
600 - Internal Serv	22,353.26
Grand Total:	2,748,792.62

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	7,651.05
101-1000-43598	PROFESSIONAL SERV-G...	1,619.06
101-1000-43770	SUBSCRIPTION & DUES	5,939.24
101-1000-43775	TELEPHONE	164.06
101-1001-41226	RETIREE INSURANCE	359.24
101-1001-43316	FUEL	9.33
101-1001-43465	RENT OF EQUIPMENT	249.74
101-1001-43740	PRINTING/PUBLISHING	782.68
101-1001-43770	SUBSCRIPTION & DUES	100.00
101-1001-43775	TELEPHONE	231.13
101-1003-41226	RETIREE INSURANCE	710.70
101-1003-42720	EMPLOYEE TRAINING-OF...	1,153.21
101-1003-43316	FUEL	77.00
101-1003-43465	RENT OF EQUIPMENT	360.75
101-1003-43775	TELEPHONE	353.51
101-1003-44606	OFFICE SUPPLIES	39.90
101-1003-48599	OTHER CONTRACTUAL S...	1,174.51
101-1004-41226	RETIREE INSURANCE	717.26
101-1004-43465	RENT OF EQUIPMENT	299.70
101-1004-43770	SUBSCRIPTION & DUES	100.00
101-1004-43775	TELEPHONE	195.58
101-1004-44606	OFFICE SUPPLIES	670.27
101-1006-41226	RETIREE INSURANCE	356.64
101-1006-42620	UNIFORMS LINEN-ANIM...	924.60
101-1006-43316	FUEL	20.73
101-1006-43775	TELEPHONE	141.93
101-1006-44606	OFFICE SUPPLIES	400.60
101-1006-44607	FIELD SUPPLIES	297.48
101-1006-48598	PROFESSIONAL SERVICES	1,252.07
101-1007-41226	RETIREE INSURANCE	2,365.07
101-1007-42720	EMPLOYEE TRAINING-P...	150.00
101-1007-43316	FUEL	6,909.64
101-1007-43465	RENT OF EQUIPMENT	599.40

Account Summary

Account Number	Account Name	Payment Amount
101-1007-43770	SUBSCRIPTION & DUES	500.00
101-1007-43775	TELEPHONE	1,226.93
101-1007-48598	PROFESSIONAL SERVICES	125.26
101-1008-41226	RETIREE INSURANCE	251.00
101-1008-42720	EMPLOYEE TRAINING-C...	206.97
101-1008-43316	FUEL	1,025.25
101-1008-43770	SUBSCRIPTION & DUES	75.00
101-1008-43775	TELEPHONE	214.34
101-1008-44607	FIELD SUPP-CODE ENF/...	264.31
101-1008-44615	SAFETY EQUIPMENT	162.00
101-1009-41226	RETIREE INSURANCE	359.90
101-1009-42620	UNIFORMS/LINEN-MUNI...	551.26
101-1009-43316	FUEL	1,587.82
101-1009-43465	RENT OF EQUIPMENT	1,349.74
101-1009-43770	SUBSCRIPTION & DUES	250.00
101-1009-43775	TELEPHONE	171.20
101-1009-44607	FIELD SUPPLIES-MUNI R...	4,834.01
101-1009-47415	MAINTENANCE--REPAIRS..	1,000.00
101-1010-41226	RETIREE INSURANCE	211.72
101-1010-43740	PRINTING/PUBLISHING	439.54
101-1010-43770	SUBSCRIPTION & DUES	75.00
101-1010-43775	TELEPHONE	43.21
101-1010-44606	OFFICE SUPPLIES	424.91
101-1010-48598	PROFESSIONAL SERVICES	9,115.59
101-1013-41226	RETIREE INSURANCE	179.18
101-1013-43316	FUEL	259.86
101-1014-41226	RETIREE INSURANCE	342.04
101-1014-42620	UNIFORM/LINEN-FACILI...	540.00
101-1014-43316	FUEL	524.63
101-1014-43403	REGULAR BUILDING MA...	1,207.46
101-1014-43465	RENT OF EQUIPMENT	74.92
101-1014-43775	TELEPHONE	100.63
101-1014-44607	FIELD SUPPLIES-FACILITY...	2,993.71
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1014-48597	VECTOR CONTROL SERVI...	8,350.32
101-1016-41226	RETIREE INSURANCE	483.20
101-1016-43775	TELEPHONE	118.34
101-1017-48599	OTHER CONTRACTUAL S...	118,121.89
101-1018-43780	UTILITIES	19,730.48
101-1018-48596	AUDIT CONTRACT	1,083.90
101-1099-34348	RENT OF PUBLIC FACILIT...	375.00
209-1603-43316	FUEL	143.63
209-1603-43465	RENT OF EQUIPMENT	501.36
209-1603-43775	TELEPHONE	268.53
209-1603-43780	UTILITIES	511.08
209-1603-43999	OPERATING COSTS	1,202.24
209-1603-44607	FIELD SUPPLIES	280.00
209-1603-46730	INSURANCE (NON EMPL...	9,015.00
209-1603-47405	MAINTENANCE-BUILDIN...	71,943.55
209-1603-47415	MAINTENANCE--REPAIRS..	1,051.24
214-2503-41226	RETIREE INSURANCE	113.74
214-2503-44608	FIELD SUPPLIES - GOLF ...	2,126.49
214-2540-43775	TELEPHONE	61.91
214-2540-60725	NON PROMOTIONAL SU...	2,466.66
214-2560-60725	PROMOTIONAL SUB-REC...	10,306.81
216-4503-41226	RETIREE INSURANCE	497.48
216-4503-43316	FUEL	3,394.46
216-4503-43465	RENT OF EQUIPMENT	225.36

Account Summary

Account Number	Account Name	Payment Amount
216-4503-43550	ROADWAY MAINTENAN...	33,505.63
216-4503-43775	TELEPHONE	169.08
294-5003-60834	STATE LIBRARY GRANT-...	3,115.68
295-4803-10120	MUNICIPAL POOL	3,020.00
295-4803-34355	POOL DEPOSIT/RENTAL	250.00
295-4803-43465	RENT OF EQUIPMENT	49.96
295-4803-43775	TELEPHONE	68.45
296-2403-43999	OPERATING COSTS	1,307.47
296-2403-44615	SAFETY EQUIPMENT	1,001.96
296-2403-48598	PROFESSIONAL SERVICES	181.94
299-7051-48710	Professional Serv -BFAS ...	1,207.09
299-7067-48598	Professional Serv-NM VE...	4,759.91
303-4703-43775	TELEPHONE	321.28
360-7044-80860	INFRASTRUCTURE	43,034.86
360-7045-45600	ENTITY MATCH	555.16
360-7045-80860	INFRASTRUCTURE	4,996.42
380-7020-80860	MAINSTREET IMPROVE...	18,481.37
380-7034-80860	INFRASTRUCTURE	356,978.58
380-7055-80860	INFRASTRUCTURE -A23...	329,278.14
380-7056-80860	INFRASTRUCTURE -419-...	104,135.46
380-7064-80860	INFRASTRUCTURE WW T...	12,953.67
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.76
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,222.89
403-1203-90905	DEBT SERVICE PRINCIPAL...	2,579.33
403-1203-90910	DEBT SERVICE INTEREST	118.57
403-2024-12924	PPRF-6467 GO BOND SER..	38,525.60
403-2026-12926	PPRF-6967 GO BOND SER..	258,839.78
403-2303-12923	PPRF-6072 GO BOND SER..	40,574.10
502-3601-41226	RETIREE INSURANCE	451.03
502-3601-43465	RENT OF EQUIPMENT	819.47
502-3601-43735	POSTAGE & MAIL SERVI...	10,000.00
502-3601-43775	TELEPHONE	523.64
502-3601-44606	OFFICE SUPPLIES	460.02
502-3601-44613	NON-CAPITAL ITEMS	87.00
503-3702-41226	RETIREE INSURANCE	925.00
503-3702-42620	UNIFORM/LINEN-ELECTR..	1,921.78
503-3702-43316	FUEL	2,350.96
503-3702-43465	RENT OF EQUIPMENT	124.88
503-3702-43770	SUBSCRIPTION & DUES	1,860.00
503-3702-43775	TELEPHONE	301.94
503-3702-44606	OFFICE SUPPLIES	49.49
503-3702-44607	FIELD SUPPLIES	28,461.00
503-3702-47415	MAINTENANCE--REPAIRS..	3,793.13
503-3702-47420	MAINTENANCE-VEHICLE...	37.93
503-3702-48598	PROFESSIONAL SERVICES	3,040.00
503-3702-50795	WHOLESALE POWER CO...	566,919.25
504-3803-41226	RETIREE INSURANCE	645.60
504-3803-42620	UNIFORM/LINEN-WATER..	569.95
504-3803-43316	FUEL	1,129.20
504-3803-43465	RENT OF EQUIPMENT	49.96
504-3803-43775	TELEPHONE	247.81
504-3803-43797	WATER CONSERVATION...	1,777.44
504-3803-44606	OFFICE SUPPLIES	484.68
504-3803-44607	FIELD SUPPLIES-WATER ...	10,122.65
504-3803-44615	SAFETY EQUIPMENT	615.75
504-3803-47415	MAINTENANCE--REPAIRS..	2,611.84
504-3803-47421	MAINTENANCE EQUIPM...	115.83

Account Summary

Account Number	Account Name	Payment Amount
504-3803-48598	PROFESSIONAL SERVICES	2,899.03
505-3904-41226	RETIREE INSURANCE	1,172.20
505-3904-42720	EMPLOYEE TRAINING-SO...	400.00
505-3904-43316	FUEL	6,462.10
505-3904-43465	RENT OF EQUIPMENT	124.88
505-3904-43770	SUBSCRIPTION & DUES	200.00
505-3904-43775	TELEPHONE	138.02
505-3904-44606	OFFICE SUPPLIES	357.92
505-3904-44607	FIELD SUPPLIES-SOLID ...	1,227.28
505-3904-44615	SAFETY EQUIPMENT	663.24
505-3904-45601	WASTE DISPOSAL	101,159.16
505-3904-48599	OTHER CONTRACTUAL S...	3,348.79
505-3904-80810	OTHER CAPITAL EQUIPM...	290,460.00
506-4005-41226	RETIREE INSURANCE	351.63
506-4005-42620	UNIFORM/LINEN-WAST...	567.29
506-4005-43316	FUEL	2,356.98
506-4005-43465	RENT OF EQUIPMENT	249.74
506-4005-43775	TELEPHONE	414.63
506-4005-44605	CHEMICALS/LABORATO...	12,272.12
506-4005-44606	OFFICE SUPPLIES	484.69
506-4005-44607	FIELD SUPPLIES-WASTE...	1,367.66
506-4005-44615	SAFETY EQUIPMENT	485.22
506-4005-47415	MAINTENANCE--REPAIRS..	13,962.67
506-4005-47420	MAINTENANCE-VEHICLE...	115.82
506-4005-47425	OTHER MAINTENANCE-...	2,330.11
506-4005-48598	PROFESSIONAL SERVICES	2,899.03
506-4005-48798	VILLAGE OF WILLIAMSB...	6,064.93
508-4303-41226	RETIREE INSURANCE	171.74
508-4303-43465	RENT OF EQUIPMENT	1,329.02
508-4303-43775	TELEPHONE	61.91
508-4303-47420	MAINTENANCE VEHICLE...	9,483.43
509-4403-43465	RENT OF EQUIPMENT	49.96
509-4403-43775	TELEPHONE	585.76
509-4403-48598	PROFESSIONAL SERVICES	18,713.49
600-7003-41226	RETIREE INSURANCE	430.76
600-7003-42620	UNIFORMS/LINEN	688.36
600-7003-43316	FUEL	4,539.24
600-7003-43403	REGULAR BUILDING MA...	270.94
600-7003-43465	RENT OF EQUIPMENT	74.92
600-7003-43775	TELEPHONE	227.21
600-7003-44606	OFFICE SUPPLIES	489.83
600-7003-44607	FIELD SUPPLIES	1,109.33
600-7003-44626	VEHICLE TIRES	677.74
600-7003-47420	MAINTENANCE-VEHICLE...	13,844.93
Grand Total:		2,748,792.62

Project Account Summary

Project Account Key	Payment Amount
None	2,748,792.62
Grand Total:	2,748,792.62



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: G.1

SUBJECT: MOU between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program for the use of the Gardner Learning Center.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: September 3, 2026

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The Geronimo Springs Alternative Pathway entered into an agreement on 7/23/2026 to use the Nadine Gardner Learning Center for the purpose of the GED and HiSET preparatory classes. The benefit to this program is to recruit graduating students to pursue a career with the city and/or help applicants who may not have their high school diploma or GED receive their diploma to qualify for employment. Our current MOU expired in August of 2026, and we would like to renew the MOU for an additional year.

Recommendation:

Approval on MOU.

Attachments:

- MOU
- -

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-9-26

MEMORANDUM OF UNDERSTANDING
between the City of Truth or Consequences Public Library (TCPL)
and the Geronimo Springs Alternative Pathway Program (GSAPP)

This Memorandum of Understanding (MOU) is entered into by and between the City of Truth or Consequences Public Library (TCPL) and the Geronimo Springs Alternative Pathway Program (GSAPP) for the purpose of outlining mutual roles, responsibilities, and expectations regarding shared use of facilities and provision of educational services.

I. PURPOSE

The purpose of this MOU is to establish a collaborative partnership between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program (GSAPP) to:

- Grant the Geronimo Springs Alternative Pathway Program (GSAPP) use of designated facilities at the Nadine Gardner Learning Center, 201 Sunset, Truth or Consequences, NM, including the library restrooms and an unused classroom.
- Provide free GED and HiSET preparatory classes to City of Truth or Consequences employees and community members interested in employment with the City.

This MOU is not intended to create any financial obligation between the parties.

II. TERMS OF USE

A. Facilities Use by the Geronimo Springs Alternative Pathway Program (GSAPP).

1. City of Truth or Consequences Public Library agrees to grant the Geronimo Springs Alternative Pathway Program (GSAPP) access to:
 - An unused classroom at the Nadine Gardner Learning Center.
 - Library restroom facilities during the Geronimo Springs Alternative Pathway Program (GSAPP) operating hours.
2. Geronimo Springs Alternative Pathway Program (GSAPP) agrees to maintain cleanliness and proper use of the space and facilities, complying with all safety, security, and conduct policies of City of Truth or Consequences Public Library.

B. Programming Provided by the Geronimo Springs Alternative Pathway Program (GSAPP).

1. The Geronimo Springs Alternative Pathway Program (GSAPP) will provide GED and HiSET educational classes and support:
 - o At no cost to City of Truth or Consequences employees. (Final testing costs excluded).
 - o Open to community members who are pursuing or interested in municipal employment.
2. In order to proceed with this Memorandum of Understanding, the parties agree that it will be necessary to enter into a subsequent rental agreement. This agreement will address the following factors:
 - a. Appropriate class times.
 - b. Rules and conditions associated with the use of the designated facility.

III. DURATION

This MOU will remain in effect for a period of one (1) year beginning September 9, 2026, and ending September 8, 2027, with the option to renew or revise by mutual written agreement.

IV. LIABILITY AND INDEMNIFICATION

Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Nothing in this MOU shall be construed as creating any liability or obligation for either party beyond those specifically stated herein.

V. TERMINATION

This MOU may be terminated by either party with 30 days' written notice. In the event of termination, both parties agree to work cooperatively to ensure a smooth transition and minimize disruption to programming.

VI. NON-MONETARY AGREEMENT

Both parties acknowledge and agree that this MOU does not involve any exchange of funds or monetary compensation. All activities and services described herein are offered in good faith as part of a shared commitment to community education and workforce development.

VII. POINTS OF CONTACT:

City of Truth or Consequences Public Library:

Pat O'Hanlon

Library Director

City of Truth or Consequences Public Library

Phone: (575) 740-8258

Email: torclibrary@torcnm.org

Geronimo Springs Alternative Pathway Program (GSAPP):

Sandi Bushor-Gardner

Program Administrator

Geronimo Springs Alternative Pathway Program

Phone:

Email:

VIII. SIGNATURES

By signing below, the parties agree to the terms and conditions outlined in this MOU.

City of Truth or Consequences Public Library (TCPL)

By: _____

Name: Pat O'Hanlon

Title: Librarian

Date: September 9, 2026

City of Truth or Consequences Representative

By: _____

Name: Rolf Hechler

Title: Mayor

Date: September 9, 2026

Geronimo Springs Alternative Pathway Program (GSAPP)

By: _____

Name: Sandi Bushor-Gardner

Title: Program Administrator

Date: September 9, 2026



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: G.2a

SUBJECT: Discussion/Action: Memorandums of Understanding to support the FY27 Trails+ Grant application

DEPARTMENT: Community Services

DATE SUBMITTED: September 3, 2026

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director

Summary/Background: The City is applying for Trails+ Grant funding to develop a Rio Grande Riverwalk Trail at Ralph Edwards Park, in partnership with the Chamber of Commerce, MainStreet, Turtleback Trails Network, and Jornada RC&D. If awarded, the City will manage construction, ensure regulatory compliance, administer grant funds, and report to the New Mexico Outdoor Recreation Division, while the Chamber of Commerce, MainStreet, Turtleback Trails Network, and Jornada RC&D will assist with promotion, community outreach, and technical support. The accompanying MOUs are effective from the date funds are awarded through estimated project completion (one year) and may be terminated by any party without cause upon written notice.

Recommendation:

Approval of MOU

Attachments:

- Memorandum of Understanding – Chamber of Commerce

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-9-26

Memorandum of Understanding

City of Truth or Consequences

AND

Mainstreet Truth or Consequences

This document describes the agreed-upon responsibilities and expectations between the City of Truth or Consequences (Lead Organization) and Mainstreet Truth or Consequences (Partner) for the successful completion of a Riverwalk Trail along the Rio Grande, located in Ralph Edwards Park in Truth or Consequences, New Mexico. The purpose of this project is to expand access to the outdoors, offer recreational opportunities to promote healthy lifestyles, support economic growth and job creation, and promote New Mexico's natural and cultural resources.

The City is seeking to enhance and connect its existing riverfront recreational assets by developing the Rio Grande Riverwalk adjacent to Ralph Edwards Park. Ralph Edwards Park has recently received significant improvements, including new recreational amenities and a floating dock to provide access to the Rio Grande. The proposed Riverwalk would connect these improvements to the river corridor and create a cohesive destination for walking, recreation, wildlife observation, birdwatching, and environmental education.

Interpretive signage highlighting native wildlife, birds, vegetation, and the Rio Grande ecosystem would further enhance the experience and provide educational opportunities for residents and visitors. Additional amenities include wayfinding signage and viewing/rest areas. The project will improve access to the river, strengthen connectivity within the community's recreational network, promote healthy outdoor activity, and enhance the City's ability to attract visitors interested in nature-based recreation and tourism.

The City of Truth or Consequences is partnering with Mainstreet Truth or Consequences on this project. The project holds special significance because it advances specific goals and priorities identified in the Truth or Consequences Master Plan (2014) and the Turtleback Trails Network Concept Plan (2023).

RESPONSIBILITIES AND EXPECTATIONS

For this project, the City of Truth or Consequences serves as the "lead" organization. As the lead organization, the City is responsible for the following:

- Ensuring the program activities and finances of the Riverwalk Trail are in compliance with local, state, and federal regulations and requirements
- Managing construction of the trail in accordance with all local, state, and federal standards

- Distributing and accounting for all grant funds
- Keeping the Chamber of Commerce updated on progress and important milestones
- Designating a point of contact for communications regarding the project
- Reporting the required activities and accomplishments to the New Mexico Outdoor Recreation Division (ORD)

Under this Agreement, Mainstreet Truth or Consequences agrees to:

- Promote the completed project through social media channels and other marketing efforts
- Attend and participate in any opening or celebratory events, such as a ribbon-cutting ceremony
- Be available for technical assistance as needed
- Designate a point of contact for communications regarding The Project
- Reach out to related groups and organizations that would have an interest in The Project, such as outdoor groups, youth clubs, and other city organizations and affiliated groups.

TIME PERIOD

This Memorandum of Understanding shall remain in place from the date funds are awarded through project completion (estimated to be one year).

TERMINATION

This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given to both the City of Truth or Consequences and Mainstreet Truth or Consequences and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

Signatures of authorized agency representatives:

City of Truth or Consequences

Chamber of Commerce



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: G.26

SUBJECT: Discussion/Action: Memorandums of Understanding to support the FY27 Trails+ Grant application

DEPARTMENT: Community Services

DATE SUBMITTED: September 3, 2026

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director

Summary/Background: The City is applying for Trails+ Grant funding to develop a Rio Grande Riverwalk Trail at Ralph Edwards Park, in partnership with the Chamber of Commerce, MainStreet, Turtleback Trails Network, and Jornada RC&D. If awarded, the City will manage construction, ensure regulatory compliance, administer grant funds, and report to the New Mexico Outdoor Recreation Division, while the Chamber of Commerce, MainStreet, Turtleback Trails Network, and Jornada RC&D will assist with promotion, community outreach, and technical support. The accompanying MOUs are effective from the date funds are awarded through estimated project completion (one year) and may be terminated by any party without cause upon written notice.

Recommendation:

Approval of MOU

Attachments:

- Memorandum of Understanding – MainStreet

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-9-26

Memorandum of Understanding

City of Truth or Consequences

AND

Mainstreet Truth or Consequences

This document describes the agreed-upon responsibilities and expectations between the City of Truth or Consequences (Lead Organization) and Mainstreet Truth or Consequences (Partner) for the successful completion of a Riverwalk Trail along the Rio Grande, located in Ralph Edwards Park in Truth or Consequences, New Mexico. The purpose of this project is to expand access to the outdoors, offer recreational opportunities to promote healthy lifestyles, support economic growth and job creation, and promote New Mexico's natural and cultural resources.

The City is seeking to enhance and connect its existing riverfront recreational assets by developing the Rio Grande Riverwalk adjacent to Ralph Edwards Park. Ralph Edwards Park has recently received significant improvements, including new recreational amenities and a floating dock to provide access to the Rio Grande. The proposed Riverwalk would connect these improvements to the river corridor and create a cohesive destination for walking, recreation, wildlife observation, birdwatching, and environmental education.

Interpretive signage highlighting native wildlife, birds, vegetation, and the Rio Grande ecosystem would further enhance the experience and provide educational opportunities for residents and visitors. Additional amenities include wayfinding signage and viewing/rest areas. The project will improve access to the river, strengthen connectivity within the community's recreational network, promote healthy outdoor activity, and enhance the City's ability to attract visitors interested in nature-based recreation and tourism.

The City of Truth or Consequences is partnering with Mainstreet Truth or Consequences on this project. The project holds special significance because it advances specific goals and priorities identified in the Truth or Consequences Master Plan (2014) and the Turtleback Trails Network Concept Plan (2023).

RESPONSIBILITIES AND EXPECTATIONS

For this project, the City of Truth or Consequences serves as the "lead" organization. As the lead organization, the City is responsible for the following:

- Ensuring the program activities and finances of the Riverwalk Trail are in compliance with local, state, and federal regulations and requirements
- Managing construction of the trail in accordance with all local, state, and federal standards

- Distributing and accounting for all grant funds
- Keeping the Chamber of Commerce updated on progress and important milestones
- Designating a point of contact for communications regarding the project
- Reporting the required activities and accomplishments to the New Mexico Outdoor Recreation Division (ORD)

Under this Agreement, Mainstreet Truth or Consequences agrees to:

- Promote the completed project through social media channels and other marketing efforts
- Attend and participate in any opening or celebratory events, such as a ribbon-cutting ceremony
- Be available for technical assistance as needed
- Designate a point of contact for communications regarding The Project
- Reach out to related groups and organizations that would have an interest in The Project, such as outdoor groups, youth clubs, and other city organizations and affiliated groups.

TIME PERIOD

This Memorandum of Understanding shall remain in place from the date funds are awarded through project completion (estimated to be one year).

TERMINATION

This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given to both the City of Truth or Consequences and Mainstreet Truth or Consequences and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

Signatures of authorized agency representatives:

City of Truth or Consequences

Mainstreet Truth or Consequences



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: G.2c

SUBJECT: Discussion/Action: Memorandums of Understanding to support the FY27 Trails+ Grant application

DEPARTMENT: Community Services

DATE SUBMITTED: September 3, 2026

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director

Summary/Background: The City is applying for Trails+ Grant funding to develop a Rio Grande Riverwalk Trail at Ralph Edwards Park, in partnership with the Chamber of Commerce, MainStreet, Turtleback Trails Network, and Jornada RC&D. If awarded, the City will manage construction, ensure regulatory compliance, administer grant funds, and report to the New Mexico Outdoor Recreation Division, while the Chamber of Commerce, MainStreet, Turtleback Trails Network, and Jornada RC&D will assist with promotion, community outreach, and technical support. The accompanying MOUs are effective from the date funds are awarded through estimated project completion (one year) and may be terminated by any party without cause upon written notice.

Recommendation:

Approval of MOU

Attachments:

- Memorandum of Understanding – Turtleback Trails Network

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-9-26

Memorandum of Understanding

City of Truth or Consequences

AND

Turtleback Trail Network group

This document describes the agreed-upon responsibilities and expectations between the City of Truth or Consequences (Lead Organization) and Turtleback Trail Network group (Partner) for the successful completion of a Riverwalk Trail along the Rio Grande, located in Ralph Edwards Park in Truth or Consequences, New Mexico. The purpose of this project is to expand access to the outdoors, offer recreational opportunities to promote healthy lifestyles, support economic growth and job creation, and promote New Mexico's natural and cultural resources.

The City is seeking to enhance and connect its existing riverfront recreational assets by developing the Rio Grande Riverwalk adjacent to Ralph Edwards Park. Ralph Edwards Park has recently received significant improvements, including new recreational amenities and a floating dock to provide access to the Rio Grande. The proposed Riverwalk would connect these improvements to the river corridor and create a cohesive destination for walking, recreation, wildlife observation, birdwatching, and environmental education.

Interpretive signage highlighting native wildlife, birds, vegetation, and the Rio Grande ecosystem would further enhance the experience and provide educational opportunities for residents and visitors. Additional amenities include wayfinding signage and viewing/rest areas. The project will improve access to the river, strengthen connectivity within the community's recreational network, promote healthy outdoor activity, and enhance the City's ability to attract visitors interested in nature-based recreation and tourism.

The City of Truth or Consequences is partnering with Turtleback Trail Network group on this project. The project holds special significance because it advances specific goals and priorities identified in the Truth or Consequences Master Plan (2014) and the Turtleback Trails Network Concept Plan (2023).

RESPONSIBILITIES AND EXPECTATIONS

For this project, the City of Truth or Consequences serves as the "lead" organization. As the lead organization, the City is responsible for the following:

- Ensuring the program activities and finances of the Riverwalk Trail are in compliance with local, state, and federal regulations and requirements
- Managing construction of the trail in accordance with all local, state, and federal standards

- Distributing and accounting for all grant funds
- Keeping the County updated on progress and important milestones
- Designating a point of contact for communications regarding The project
- Reporting the required activities and accomplishments to the New Mexico Outdoor Recreation Division (ORD)

Under this Agreement, Turtleback Trail Network group agrees to:

- Promote the completed project through social media channels and other marketing efforts
- Attend and participate in any opening or celebratory events, such as a ribbon-cutting ceremony
- Be available for technical assistance as needed
- Designate a point of contact for communications regarding The Project
- Reach out to countywide groups and organizations that would have an interest in The Project, such as outdoor groups, youth clubs, and local Chambers of Commerce

TIME PERIOD

This Memorandum of Understanding shall remain in place from the date funds are awarded through project completion (estimated to be one year).

TERMINATION

This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given to both the City of Truth or Consequences and Turtleback Trail Network group and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

Signatures of authorized agency representatives:

City of Truth or Consequences

Turtleback Trail Network group



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: G.2d

SUBJECT: Discussion/Action: Memorandums of Understanding to support the FY27 Trails+ Grant application

DEPARTMENT: Community Services

DATE SUBMITTED: September 3, 2026

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director

Summary/Background: The City is applying for Trails+ Grant funding to develop a Rio Grande Riverwalk Trail at Ralph Edwards Park, in partnership with the Chamber of Commerce, MainStreet, Turtleback Trails Network, and Jornada RC&D. If awarded, the City will manage construction, ensure regulatory compliance, administer grant funds, and report to the New Mexico Outdoor Recreation Division, while the Chamber of Commerce, MainStreet, Turtleback Trails Network, and Jornada RC&D will assist with promotion, community outreach, and technical support. The accompanying MOUs are effective from the date funds are awarded through estimated project completion (one year) and may be terminated by any party without cause upon written notice.

Recommendation:

Approval of MOU

Attachments:

- Memorandum of Understanding – Jornada RC&D

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-9-26

Memorandum of Understanding

City of Truth or Consequences

AND

Jornada Resource Conservation & Development

This document describes the agreed-upon responsibilities and expectations between the City of Truth or Consequences (Lead Organization) and Jornada Resource Conservation & Development (Partner) for the successful completion of a Riverwalk Trail along the Rio Grande, located in Ralph Edwards Park in Truth or Consequences, New Mexico. The purpose of this project is to expand access to the outdoors, offer recreational opportunities to promote healthy lifestyles, support economic growth and job creation, and promote New Mexico's natural and cultural resources.

The City is seeking to enhance and connect its existing riverfront recreational assets by developing the Rio Grande Riverwalk adjacent to Ralph Edwards Park. Ralph Edwards Park has recently received significant improvements, including new recreational amenities and a floating dock to provide access to the Rio Grande. The proposed Riverwalk would connect these improvements to the river corridor and create a cohesive destination for walking, recreation, wildlife observation, birdwatching, and environmental education.

Interpretive signage highlighting native wildlife, birds, vegetation, and the Rio Grande ecosystem would further enhance the experience and provide educational opportunities for residents and visitors. Additional amenities include wayfinding signage and viewing/rest areas. The project will improve access to the river, strengthen connectivity within the community's recreational network, promote healthy outdoor activity, and enhance the City's ability to attract visitors interested in nature-based recreation and tourism.

The City of Truth or Consequences is partnering with Jornada Resource Conservation & Development on this project. The project holds special significance because it advances specific goals and priorities identified in the Truth or Consequences Master Plan (2014) and the Turtleback Trails Network Concept Plan (2023).

RESPONSIBILITIES AND EXPECTATIONS

For this project, the City of Truth or Consequences serves as the "lead" organization. As the lead organization, the City is responsible for the following:

- Ensuring the program activities and finances of the Riverwalk Trail are in compliance with local, state, and federal regulations and requirements
- Managing construction of the trail in accordance with all local, state, and federal standards

- Distributing and accounting for all grant funds
- Keeping the County updated on progress and important milestones
- Designating a point of contact for communications regarding The project
- Reporting the required activities and accomplishments to the New Mexico Outdoor Recreation Division (ORD)

Under this Agreement, Jornada Resource Conservation & Development agrees to:

- Promote the completed project through social media channels and other marketing efforts
- Attend and participate in any opening or celebratory events, such as a ribbon-cutting ceremony
- Be available for technical assistance as needed
- Designate a point of contact for communications regarding The Project
- Reach out to countywide groups and organizations that would have an interest in The Project, such as outdoor groups, youth clubs, and local Chambers of Commerce

TIME PERIOD

This Memorandum of Understanding shall remain in place from the date funds are awarded through project completion (estimated to be one year).

TERMINATION

This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given to both the City of Truth or Consequences and Jornada Resource Conservation & Development and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

Signatures of authorized agency representatives:

City of Truth or Consequences

Susan Downs

Susan Downs, President; Jornada Resource Conservation & Development



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: H.1

SUBJECT: Discussion/Action: Approval of Resolution 19 26/27 Authorizing NMFA Water Project Fund Loan/Grant Agreement WPF-6947 for Wastewater Treatment Plant Improvements

DEPARTMENT: Community Development

DATE SUBMITTED: September 3, 2026

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

The City of Truth or Consequences was awarded \$2,522,765.00 through the Water Trust Board Project Fund for Wastewater Treatment Plant Improvement. The project funding includes a grant of \$2,270,488 and a loan of \$252,277, for a total NMFA Loan/Grant Agreement amount of \$2,522,765. In addition, the city is required to provide a cash match of \$252,276, bringing the total available project funding to \$2,775,042.00. Funding will be used for the design and construction of improvements to the Wastewater Treatment Plant to ensure NPDES compliance and reduce risks to public health

Recommendation:

Approve Resolution 19 26/27 authorizing execution and delivery of the NMFA Water Project Fund Loan/Grant Agreement No. WPF-6947 as presented

Attachments:

- Loan/Grant Agreement Documents
-

Fiscal Impact (Finance): Yes

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 9-9-26

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

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CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 19 26/27

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF TRUTH OR CONSEQUENCES (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$2,522,765, INCLUDING A LOAN IN THE AMOUNT OF \$252,277 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OF UPGRADES TO WASTEWATER TREATMENT PLANT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF THE ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 389 WITH AN EFFECTIVE DATE OF JULY 1, 1992, AS AMENDED BY ORDINANCE NO. 472, WHICH TAXES HAVE BEEN DE- earmarked and are now enforceable under NMSA 1978, § 7-19D-9, AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 35 Laws 2026, being House Bill 63 of the 2026 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 28, 2026 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$252,276.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem, Chief Financial Officer and City Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the City of Truth or Consequences in Sierra County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body

acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized City Commission of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$2,270,488.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$252,277.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$2,522,765.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Resolution.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the one-eighth of one percent (0.125%) increment of Municipal Gross Receipts Tax of the Borrower/Grantee received pursuant to the Tax Ordinance pledged to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973

collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“State” means the State of New Mexico.

“System” means the wastewater and sanitary sewer utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part, and as further defined in the Agreement.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 389 passed and approved by the Borrower/Grantee pursuant to Section 7-19D-9, NMSA 1978, as amended by Ordinance No. 472, on March 26, 1992, which imposes the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective July 1, 1992. Pursuant to Laws 2019, Chapter 274, § 16, the Municipal Infrastructure Gross Receipts Tax imposed by Ordinance No. 389, as amended by Ordinance No. 472, is no longer identifiable as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%) of which is pledged to the Loan.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$2,270,488 and borrowing the Loan Amount of \$252,277 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$2,270,488 and the Loan shall be in the amount of \$252,277. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the

effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF RESOLUTION

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 19 26/27, duly adopted and approved by the City Commission of the City of Truth or Consequences on September 9, 2026. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk, 505 Sims Street, Truth or Consequences, New Mexico 87901.

The title of the Resolution is:

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 19 26/27

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF TRUTH OR CONSEQUENCES (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$2,522,765, INCLUDING A LOAN IN THE AMOUNT OF \$252,277 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OF UPGRADES TO WASTEWATER TREATMENT PLANT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF THE ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 389 WITH AN EFFECTIVE DATE OF JULY 1, 1992, AS AMENDED BY ORDINANCE NO. 472, WHICH TAXES HAVE BEEN DE- earmarked and are now enforceable under NMSA 1978, § 7-19D-9, AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 9TH DAY OF SEPTEMBER, 2026.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

[Remainder of page intentionally left blank.]

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)

) ss.

COUNTY OF SIERRA

)

I, Angela Torres, the duly qualified and acting City Clerk of the City of Truth or Consequences (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 405 W. Third Street, Truth or Consequences, New Mexico 87901, on September 9, 2025 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 19 26/27 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 01 26/27, adopted and approved on July 8, 2026 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of September, 2026.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Angela Torres, City Clerk

[SEAL]

EXHIBIT "A"

Notice of Meeting, Meeting Agenda, Minutes and
Affidavit of Publication of Notice of Adoption of Resolution



NEW MEXICO
FINANCE AUTHORITY

May 29, 2026

Via Email

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

RE: Water Trust Board Project No. WPF-6947; Wastewater Conveyance and Treatment Project; WW System Improvements

Dear Mayor Hechler:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on May 28, 2026, to approve the final terms, structure and conditions of Water Project Funding in the amount of \$2,522,765 to the City of Truth or Consequences ("City") for its Wastewater Conveyance and Treatment Project. This action is a result of the Water Trust Board recommendations approved on April 21, 2026.

The approved funding structure consists of a 10% loan in the amount of \$252,277, and a 90% grant in the amount of \$2,270,488. 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 to design and construct upgrades to WWTP.

To secure the funding agreement for the award, the City must submit the following Readiness to Proceed items **no later than September 30, 2026**, 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 \$252,276;
3. Approval of plans/specification by NMED-Construction Programs Bureau prior to disbursement of construction funds;
4. Verification that right-of-way, easements and permits have been secured;
5. All contingencies must be satisfied **no later than September 30, 2026**; and
6. 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.

To obtain required approval on the plans/specifications, the NM Environment Department-Construction Programs Bureau ("NMED-CPB") project manager assigned to this project is, Steve Deal, (505) 670-2926, steve.deal@env.nm.gov. Please contact Mr. Deal to confirm requirements for the approval process.

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

Sincerely,

Sharon J. Romero

Sharon J. Romero
Lead Program Administrator

cc: Traci Alvarez, City of TorC, talvarez@torcnm.org
Jocelyn Holguin, City of TorC, jholguin@torcnm.org
Brian Ambrogi, Wilson & Company, brian.ambrogi@wilsonco.com
Steve Deal, NMED-CPB, steven.deal@env.nm.gov

\$2,522,765

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

dated

October 23, 2026

by and between the

**NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,**

and

**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO,
as Borrower/Grantee.**

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated October 23, 2026, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF TRUTH OR CONSEQUENCES** in SIERRA COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978; and

WHEREAS, the Borrower/Grantee has by the Tax Ordinance imposed what was known as the third one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of all persons engaging in business within the Borrower/Grantee which provides for the Pledged Revenues; and

WHEREAS, the Municipal Infrastructure Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the third increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%), which is pledged to the Loan; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow \$252,277 from the Lender/Grantor and to accept a grant in the amount of \$2,270,488 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 5, 2025 and January 6, 2026 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 35 Laws 2026, being House Bill 63 of the 2026 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 28, 2026 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project will be approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporate available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement

including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$252,276.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the New Mexico Water Trust Board Application dated September 5, 2025 and the New Mexico Water Trust Board Readiness Application dated January 6, 2026 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Chief Financial Officer and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Closing Date” means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

“Department of Finance and Administration” or “DFA” means the department of finance, and administration of the State.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Commission of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$2,270,488.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “B” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “B”.

“Interim Period” means the period no greater than twenty four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lender/Grantor” means the New Mexico Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$252,277.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$2,522,765.

“Loan Payments” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “B” hereto.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Parity Obligations” means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

“Pledged Revenues” means the one-eighth of one percent (0.125%) increment of what was known as the Municipal Infrastructure Gross Receipts Tax imposed on gross receipts of all persons engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Resolution and this Agreement and described in the Term Sheet, which tax is enforceable under Section 7-19D-9, NMSA 1978, as amended.

“Policies” means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “B” hereto.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means the Borrower/Grantee Resolution No. 19 26/27, adopted by the Governing Body on September 9, 2026 authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

“Senior Obligations” means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“System” means the wastewater and sanitary sewer utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part. The System consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the wastewater and sanitary sewer utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the wastewater and sanitary sewer utility system, whether situated within or without the limits of the Borrower/Grantee.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 389 passed and approved by the Borrower/Grantee pursuant to Section 7-19D-9, NMSA 1978, as amended by Ordinance No. 472, on March 26, 1992, which imposes the one-eighth of one percent (0.125%) increment of

Municipal Infrastructure Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective July 1, 1992. Pursuant to Laws 2019, Chapter 274, § 16, the Municipal Infrastructure Gross Receipts Tax imposed by Ordinance No. 389, as amended by Ordinance No. 472, is no longer identifiable as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%) of which is pledged to the Loan.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the structural and material design life of the Project including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Resolution shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other

documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for wastewater conveyance and treatment. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Resolution shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted; Pledged Tax Revenues Covenants. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated expenses of the Borrower/Grantee. Pursuant to NMSA 1978, § 7-1-6.4, as amended, and NMSA 1978, § 7-1-6.15, as amended, the State collects gross receipts taxes from business locations within the Borrower/Grantee, on land owned by the State within the exterior boundaries of the Borrower/Grantee, and outside the exterior boundaries of the Borrower/Grantee on land owned by the Borrower/Grantee, and distributes each month to the Borrower/Grantee the revenues of the Tax Ordinance which distributions the Borrower/Grantee pledges and covenants for the performance of its obligations under this Agreement.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(s) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project, or any part of the Project so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(t) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be conducted and completed on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property,

and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(u) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(v) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(w) Reserved.

(x) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System.

(y) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(z) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

(bb) NMFA Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA or on behalf of the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V

LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven

because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI

LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of

Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on December 31, 2026, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law;

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver,

or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

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

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such

individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on April 21, 2026 and by the NMFA's Board of Directors on May 28, 2026, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan/Grant Counsel

By _____
Eduardo A. Duffy

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By _____
Mark Chaiken, General Counsel

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

EXHIBIT "A"

TERM SHEET

**\$2,522,765 WATER PROJECT FUND LOAN/GRANT TO THE
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**

Project Description:	The Project is for wastewater conveyance and treatment. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of the design and construction of upgrades to wastewater treatment plant, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	\$2,270,488
Loan Amount:	\$252,277
Pledged Revenues:	Revenues received by the Borrower/Grantee under the Tax Ordinance, being revenues of a one-eighth of one percent (0.125%) of the Municipal Infrastructure Gross Receipts Tax, imposed by the Borrower/Grantee's Tax Ordinance No. 389, as amended by Ordinance No. 472, on March 26, 1992, which taxes have been de-carried and are now enforceable under NMSA 1978, § 7-19D-9, as amended.
Outstanding Senior Obligations for Pledged Revenues:	None
Outstanding Parity Obligations:	CIF-6738 maturing in 2037 CIF-6441 maturing in 2046 CIF-6442 maturing in 2046 WPF-6323 maturing in 2046 WPF-6621 maturing in 2047
Authorizing Legislation:	Borrower/Grantee Resolution No. 19 26/27, adopted September 9, 2026
Additional Funding Amount:	\$252,276
Closing Date:	October 23, 2026

A-1

Project Account Amount: \$2,522,765

Expense Account Deposit: \$0.00

Administrative Fee: 0.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2029 and ending June 1, 2048. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[INTERIM DEBT SERVICE SCHEDULE ATTACHED]

EXHIBIT "C"

**FORM OF REQUISITION
(Water Project Fund)**

RE: \$2,522,765 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6947

Closing Date: October 23, 2026

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____

TOTAL REQUIRED MATCH: \$252,276

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

****All fields must be completed.***

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$2,522,765 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6947

Closing Date: October 23, 2026

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20____.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. Cost of the Project paid from the Additional Funding Amount was \$ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____

Its _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 01 26/26 adopted by the Borrower/Grantee on July 8, 2026
2. Resolution No. 19 26/27 adopted on September 9, 2026, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of the Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin Thayer & Browne APC, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)

DETAILED BOND DEBT SERVICE**City of Truth or Consequences
Wastewater System Improvements****Loan Component (LOAN)**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2029	11,321	0.250%	1,643.30	12,964.30
06/01/2030	12,399	0.250%	602.40	13,001.40
06/01/2031	12,430	0.250%	571.40	13,001.40
06/01/2032	12,461	0.250%	540.32	13,001.32
06/01/2033	12,492	0.250%	509.16	13,001.16
06/01/2034	12,523	0.250%	477.94	13,000.94
06/01/2035	12,555	0.250%	446.62	13,001.62
06/01/2036	12,586	0.250%	415.24	13,001.24
06/01/2037	12,618	0.250%	383.78	13,001.78
06/01/2038	12,649	0.250%	352.24	13,001.24
06/01/2039	12,681	0.250%	320.60	13,001.60
06/01/2040	12,712	0.250%	288.90	13,000.90
06/01/2041	12,744	0.250%	257.12	13,001.12
06/01/2042	12,776	0.250%	225.26	13,001.26
06/01/2043	12,808	0.250%	193.32	13,001.32
06/01/2044	12,840	0.250%	161.30	13,001.30
06/01/2045	12,872	0.250%	129.20	13,001.20
06/01/2046	12,904	0.250%	97.02	13,001.02
06/01/2047	12,937	0.250%	64.76	13,001.76
06/01/2048	12,969	0.250%	32.42	13,001.42
	252,277		7,712.30	259,989.30

condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

7. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

8. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, or (e) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

9. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

10. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

11. To our knowledge and belief after due investigation, none of the Mayor, the City Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

12. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 405 W. Third Street, Truth or Consequences, New Mexico 87901, the principal meeting place of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body July 8, 2026 establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. Open Meetings Act Resolution No. 01 26/27 which resolution was effective on September 9, 2026 and has not been amended, repealed or rescinded.

14. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-15, as amended.

15. The Mayor and the City Clerk, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

16. The Borrower/Grantee's Ordinance No. Ordinance No. 389 as amended by Ordinance No. 472 which imposes the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, which taxes have been de-earmarked and are now enforceable under NMSA 1978, § 7-19D-9, as amended, has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as noted herein.

17. This Certificate is for the benefit of the NMFA.

18. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 23rd day of October, 2026.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

[SEAL]

By _____
Rolf Hechler, Mayor

By _____
Angela Torres, City Clerk

7783137

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the City of Truth Or Consequences, New Mexico the Loan/Grant Agreement for Project No. WPF-6947.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

7783132

\$2,522,765
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6947

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Truth or Consequences (the "Borrower/Grantee"), a municipality in the County of Sierra and the State of New Mexico, hereby certifies:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction, operation, design and maintenance of the facilities to be designed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Water Trust Board (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Truth or Consequences as of this 23rd day of October, 2026.

Jaime F. Rubin, Esq., Attorney for the
City of Truth or Consequences
314 Main Avenue
Truth or Consequences, New Mexico 87901

7783151

RIO GRANDE

WWTF PROPERTY
BOUNDARY

ANIMAL SHELTER ROAD

 PROJECT IMPROVMENT AREAS

A1 TRUTH OR CONSEQUENCES TREATMENT FACILITY
SCALE: 1:30



**WILSON
& COMPANY**

4401 MASTHEAD ST. NE., SUITE 150
ALBUQUERQUE, NM 87110
PHONE: 505-348-4000
FAX: 505-348-4055
www.wilsonco.com

[BORROWER'S COUNSEL LETTERHEAD]

FINAL OPINION OF COUNSEL FOR THE BORROWER/GRANTEE

To: New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505

Re: City of Truth or Consequences, Sierra County, New Mexico
\$2,522,765 Loan/Grant No. WPF-6947

Ladies and Gentlemen:

I am an attorney representing the City of Truth or Consequences (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority (the "Lender/Grantor") is relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 19 26/27 adopted by the Governing Body of the Borrower/Grantee on September 9, 2026 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The City of Truth or Consequences Water Project Fund Application dated September 5, 2025 and January 6, 2026, the New Mexico Water Trust Board Approval dated April 21, 2026, and the NMFA Board Approval dated May 28, 2026 for Loan/Grant No. WPF-6947 (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The statutes creating or authorizing the creation of the Borrower/Grantee and documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution(s) of the Borrower/Grantee in effect on September 9, 2026 and on October 23, 2026.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the selection of its Mayor, City Commission, and City Clerk; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act

Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, in connection with the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Water Trust Board, acting through the NMFA; (i) the Resolution authorizing the Authorized Officers to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing the Loan/Grant.

- (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.
- (8) The Borrower/Grantee's Ordinance No. 389 as amended by Ordinance No. 472 with an effective date of July 1, 1992 which imposes the one-eighth of one percent (0.125%) increment of the Municipal Infrastructure Gross Receipts Tax, which taxes have been de-earmarked and are now enforceable under NMSA 1978, § 7-19D-9 (the "Tax Ordinance").

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- D. The Borrower/Grantee has full legal right and authority:
 - (1) to design, acquire, construct, install and complete the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above;
 - (3) to perform all acts required by such Loan/Grant documents to be done by it; and
 - (4) to own, operate and maintain the Project during its Useful Life.

- E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- G. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the revenues of the Tax Ordinance of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.
- H. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- I. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- J. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- L. Neither the Borrower/Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way

materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Lender/Grantor and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount,] or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

- N. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- O. The Borrower/Grantee has proper title, easement and rights of way to the property upon or through which the Project is to be designed and constructed.
- P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the design, construction, installation, operation and maintenance of the Project.
- R. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as noted herein.

Dated this 23rd day of October, 2026.

Jaime F. Rubin, Esq., Attorney for
Borrower/Grantee,
City of Truth or Consequences
314 Main Avenue
Truth or Consequences, New Mexico 87901



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 9, 2026

Agenda Item #: H.2

SUBJECT: Resolution No. 20 26/27 for use of canopy tents by governmental agencies and organizations approved by Lodgers Tax Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: September 3, 2026

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Services Director

Summary/Background:

The city has canopy tents that were purchased by the Fiesta Board with Lodgers Tax funds, and the city is making them available for use to governmental entities. They may also be used by organizations if the rental is approved by the Lodgers Tax Advisory Board. There will be no charge to use the tents, however if the tent is damaged the agency or organization will be charged the cost of the canopy tent to replace it.

Recommendation:

Approval of Resolution No. 20 26/27

Attachments:

- Resolution No. 20 26/27

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agenda 9-9-2026

RESOLUTION NO. 20 26/27

A RESOLUTION AMENDING THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION USE, FEES, AND REGULATIONS FOR USE OF CANOPY TENTS.

WHEREAS, the City of Truth or Consequences Fiesta group was allotted Lodgers Tax funds to purchase commercial tents with the intent that the city would make them available for future use and;

WHEREAS, the City of Truth or Consequences would like to make the canopy tents available for use by governmental entities. Additionally, organizations may be granted use if the rental is approved by the Lodgers Tax Advisory Board and;

WHEREAS, the City of Truth or Consequences finds it necessary to develop a resolution for the use of the city canopy tents and any applicable fees that may apply.

Set up and tear down may be done by the renter with the supervision of city personnel.

Tent Rental:

No fees will be applied for the rental of the city canopy tents. However, all organizations and governments entities will be charged a replacement fee for each canopy tent should the tent be lost, stolen or damaged under their care.

Note: The City Manager or his/her designee may impose other use or regulations as he/she may deem necessary as long as those regulations do not subvert the intent of this policy.

NOW THEREFORE, BE IT RESOLVED by the City of Truth or Consequences Governing Body, that the fees, and regulations described herein are hereby enacted.

PASSED, AND APPROVED this 9th day of September 2026 **BY THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO.**

By: _____
Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer