Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

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, MAY 27, 2026; TO START AT 4:00 P.M.

A. CALL TO ORDER

B. INTRODUCTION
   1. ROLL CALL
      Hon. Rolf Hechler, Mayor
      Hon. Destiny Mitchell, Mayor Pro-Tem
      Hon. Amanda Forrister, Commissioner
      Hon. Ingo Hoeppner Commissioner
      Hon. Chaz Glines, Commissioner
   2. SILENT MEDITATION
   3. PLEDGE OF ALLEGIANCE
   4. APPROVAL OF AGENDA
   5. COMMISSION COMMENTS
   6. STAFF COMMENTS

C. PRESENTATIONS
   1. Proclamation naming Saturday, May 2, 2026, as Miss Fiesta Day. Mayor Hechler
   2. Issuance of certificates to the 2026 Miss Fiesta Royal Court Winners. Mayor Hechler

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. NEW BUSINESS
   1. Discussion/Action: FY 2026 Tourism Marketing Proposed Plan/New Mexico True Cooperative Advertising Agreement. City Manager Whitehead
   2. Discussion/Action: Request for Vacation of Plats at W. Austin Street. Assistant City Manager Alvarez
   3. Discussion/Action: Request for Vacation of Plats at 418 Locust Street. Assistant City Manager Alvarez
   4. Discussion/Action: Request for Plat Amendment at 2300 Veater. Assistant City Manager Alvarez

E. NEW BUSINESS Continued…

5. Discussion/Action: Request for a Variance at 1199 E. Riverside. Assistant City Manager Alvarez
6. Discussion/Update: New Auditor Contract. Jocelyn Holguin, Chief Financial Officer
7. Discussion/Action: Agreement between the Sierra County Swim Team and the City of Truth or Consequences to Utilize the J.A. Hodges Municipal Swimming Pool. OJ Hechler, Community Services Director
8. Discussion/Action: Approval of Information Technology Policies and Procedures Manual. Michael Kozloski, IT Specialist
9. Discussion/Action: Approval of Purchases $60,000 and over. Carlos Miyagishima, CPO
    a. Texan Waste Equipment Inc. DBA Heil of Texas
    b. Wilson & Company Inc. Engineering & Architects
10. Discussion/Action: FY 26/27 Sunny 505 New Mexico Tourism Marketing Plan Agreement. City Manager Whitehead

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 54 25/26 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
2. Discussion/Action: Resolution No. 55 25/26, 2028-2032 Infrastructure Capital Improvement Plan Project Recommendation and Ranking. Assistant City Manager Alvarez
3. Discussion/Action: Resolution No. 56 25/26 Approval of the Fiscal Year 26/27 Interim Budget. Jocelyn Holguin, Chief Financial Officer

G. EXECUTIVE SESSION

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

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

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

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 JUNE 10, 2026 AT 9:00 A.M.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 27, 2026

Agenda Item #: C.1

SUBJECT: Proclamation naming Saturday, May 2, 2026, as Miss Fiesta Day.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: May 15, 2026
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

The Miss Fiesta Pageant is an honored tradition that has taken place in Truth or Consequences for many years. This year's Miss Fiesta Pageant was held on Friday, April 24, 2026.
We would like to honor our 2026 Miss Fiesta, with a proclamation proclaiming Saturday, May 2, 2026 as Miss Fiesta Day.

Recommendation:

None. Presentation only

Attachments:

- -
  -

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

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Legal Review (City Attorney): **N/A**

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Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 5-27-2026

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 27, 2026

Agenda Item #: C.2

SUBJECT: Issuance of certificates to the 2026 Miss Fiesta Royal Court Winners.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: May 15, 2026
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

The Miss Fiesta Pageant is a long-time honored tradition that has taken place in Truth or Consequences for many years. This year's Miss Fiesta Pageant was held on Friday, April 24, 2026. Mayor Hechler will present certificates to our 2026 Miss Fiesta Royal Court Winners.

Recommendation:

None. Presentation only

Attachments:

- None.

-

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

Click here to enter text.

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. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 5-27-26

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.1

MEETING DATE: May 27, 2026

SUBJECT: Discussion/Action – 26/27 Sierra County Recreation and Tourism Advisory Board Annual Contract
DEPARTMENT: Lodgers Tax
DATE SUBMITTED: May 21, 2026
SUBMITTED BY: Gary Whitehead
WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager – Angela Torres, Clerk

Summary/Background:
This is the annual Contract for services proposal from the Sierra County Recreation and Tourism advisory Board to provide the following services: Tourism website maintenance and updates, Brochures distribution state wide, Update and reprint Brochure to comply with NM True

Recommendation: Approve contract with Sierra County Tourism for contract FY27 July 1, 2026 – June 30, 2027.

Attachments:

- Contract
-

Click here to enter text.

Fiscal Impact (Finance): **Yes**
Proceeds from Lodgers Tax Funding

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 5-27-26

March 12, 2026

Gary Whitehead
City Manager, City of Truth or Consequences
505 Sims Street
City of Truth or Consequences, NM 87901

RE: FY 26/27 Proposal Tourism Industry Business, Events, Attractions Website, Social Media, Brochure Delivery NM Statewide and "I" Brochure Update /Reprint

Honorable City Manager Gary Whitehead,

This is our annual Contract for Services Proposal from our Sierra County Recreation and Tourism Advisory Board to provide the following services to the City of Truth or Consequences for the Fiscal Year FY 26/27.

1. Tourism Website maintenance, updates, www.sierracounty.info, Website, SEO, maintenance of the Facebook Page, Twitter Feed, Pinterest site, Instagram, Blogs, Go Travel Sites/Go-New Mexico website, Google DMO site maintenance, Banner Ads, Facebook Ads, Google Ads, etc. Our www.sierracounty.info website also contains current detailed information on all Lodging, Dining and Retail Shopping located in Truth or Consequences and Sierra County. Maintain Truth or Consequences website presence on the NM Tourism Department website https://www.newmexico.org/places-to-visit/regions/southwest/truth-or-consequences/. Maintain and follow all NMTD Guidelines regarding Truth or Consequences is New Mexico "True". Maintain Free Local Tourism Events Website and produce and eblast monthly Events Newsletter.
https://www.sierracountynewmexico.info/gosierracounty/
Facebook: Sierra County New Mexico Tourism | Truth or Consequences NM | Facebook
Instagram: https://www.instagram.com/sierracounty/
Pinterest: https://www.pinterest.com/sierracountynm/
Blog: https://www.sierracountynewmexico.info/blog/
Pet Friendly Truth or Consequences Area Hot Spring Hotels & Other Lodging
Lodging Truth or Consequences Area Hot Spring Hotels & Other Lodging

Dining, https://www.sierracountynewmexico.info/restaurants/
Coffee Shops/Bakeries Restaurants in Truth or Consequences & Elephant Butte NM
Retail/Shop, https://www.sierracountynewmexico.info/shopping/
HotSprings, https://www.sierracountynewmexico.info/attractions/truth-or-consequences-hot-springs/
Daytrips https://www.sierracountynewmexico.info/recreation/tours-and-itineraries/
Meeting & Event Spaces Sierra County New Mexico Wedding Planner
Family Fun Fun Family Activities in Truth or Consequences & Sierra County
Activities/Things to Do A-Z Explore Top Attractions & More Outdoors!
Annual Cost: $13,000.00

2. Maintain Contract for Statewide Distribution of Truth or Consequences Tourism related Brochures with "Geronimo Trail Visitors Center. Brochures are delivered to Albuquerque, Las Cruces, Silver City, Socorro, Ruidoso, Alamogordo, Roswell, Carlsbad, Farmington, Deming, El Paso, NM Public Lands Info Center, NM State Tourism Centers at Gallup, Glenrio, Lordsburg and Santa Fe.
Annual Cost: $1,500.00

3. Update and Reprint of the "I" Brochure. This brochure is a small "rack size" New Mexico "true" publications that includes detailed information regarding Sierra Countywide Tourism Attractions, Signature Events, Lodging and Dining with NO advertisements. "I" Brochure Brochure / Visitors Guide - Visit Sierra County:
Annual Cost: $3,000

Our Website www.sierracounty.info Google Analytics shows 179,400 user visits in the last 12 months, an increase of 47% from 2024. Page views 337.4k (20%increase thanks to NMDT). Visitors from the USA were 82.8%(145k). NonUSA were 17.2%. Visitors from Tor C/Local were 2,800. Nonlocal user visits to our website were 98%. Mobile/handheld devices are 76.6%. Desktop/tablet users 23.4%. Webmaster, Ruanna Waldrum, updates all the listings for lodging, dining, retail shopping, events, attractions, etc. on a weekly basis. Attached are the various annual Website, Maintenance, Performance and Google Analytics Reports.

Respectfully Submitted,

Kim Skinner, Chairman
Sierra County Recreation and Tourism Board
PO Box 1072
Truth or Consequences, NM 87901
Sierra County NM EIN# 85-600251
575-740-1777

WEBSITE

We had a statistics reset in May of 2025. GA4 replaced Google's privacy-invading "Universal Analytics," in 2025, and we still have their tracking code installed. But GA tracking without user consent is a breach of GDPR (General Data Protection Regulation), Europe's data privacy and security law. Google sends the data it collects, including data of Europeans, back to US servers. Data protections on US servers do not meet GDPR standards.

So we have GA4 tracking users, but don't want to violate GDPR. We installed the Usercentrics Cookie Compliance plugin on the site. Usercentrics is tied to Termageddon, a tool that creates our privacy policies and keeps them up-to-date as laws are passed. Usecentrics adds an "opt-in" pop-up to the website asking visitors to agree to being tracked.

User activity is not tracked by GA if visitors a) **CLOSE** the Usercentrics pop-up without clicking "Accept All," or b) manually toggle Google tracking **OFF**. As soon as Usercentrics was installed, our GA stats dropped drastically across all reports. 30-40% of people aren't opting in.

We set up tracking with Fathom, a privacy-first and fully GDPR-compliant analytics solution. Fathom, unlike GA, tracks human activity while filtering out bot traffic. Since Fathom obeys privacy laws, there's no need to opt in, and we get all visitor data, not a percentage.

We bulk-imported our data from GA into Fathom but it seems information that is not GDPR compliant was omitted during import. It follows that some reports in this first year of using Fathom show no data for the period from March 1 through May 12, 2025. To get as much data as possible for this application, we pulled reports for a year starting March 1 2025 and ending February 28 2026.

REPORTING

Reports attached are from Fathom starting Mar 1 2025 and ending - Feb 28, 2026. Data from March 1 through mid-May was imported and therefore partial. I put in a ticket to Fathom, they are saying this is a bug.

Users, Page Views

SOURCE: Year Overview report

During 2024, our active user number was 111,015 (per GA) and page views numbered 281k.
In 2025, Fathom clocked 179,400 visits.(an increase of 47% from 2024). Fathom page views were 337.4k (a 20% increase). Probably the well-managed ad campaigns by the NM State Tourism are responsible.

Traffic Acquisition

SOURCE: Traffic Source Report

Ads brought in 38.7% of our traffic. Ad traffic is attributed to Facebook, Google, "Unknown" and Instagram. Top pages visited by ad clickers were: T or C, Hot Springs, Home, Riverbend, Blackstone, Lodging, Family Fun, Fire Water Lodge, Things to Do, Outdoor Attractions.

38% of our visitors were organic traffic, meaning they came in via a search engine or referring site. Google was our top referrer followed by NewMexico.org, DuckDuckGo, Bing, and Yahoo. The top pages on the organic traffic report: T or C, Hot Springs, July 4 Fireworks, Events page, the Eddington blog post, Lodging, Fishing, Riverbend, Elephant Butte Lake State Park.

22% of traffic was Direct (no referring site). Most-visited pages from "Direct" traffic were: T or C, Home, Hot Springs, Events, Riverbend, Lodging, Restaurants, Spaceport, Blackstone, Outdoors.

Just under 1% came from unpaid Social Media, primarily Facebook. Unpaid Social Media visitors landed on Home, Hot Springs, Municipal Swimming Pool, First Day Hike, and T or C.

Length of Stay

SOURCE: Traffic Source Report

Average time on the site was 3:02.

Length of stay related note from Fathom in February 2026:

We now detect when a visitor leaves your page (using departure pings), which means we can measure every visit — including those where someone only views a single page and leaves. Previously, we could only measure duration when a visitor clicked through to a second page, so single-page visits were invisible to this metric. As a result, average time on site will appear lower for dates after February 27, 2026, because these shorter visits are now included. Your data is more accurate — this isn't a drop in engagement.

Device

SOURCE: Devices, Browsers, Location Report

73% of visitors were on "phone." 22% were on a laptop or desktop computer. 3.8% were on "mobile" and not sure how this is different from "phone." 1.35% were on tablet.

Location

SOURCE: Devices, Browsers, Location Report

Of the 179,400 users, 145k (or 82.8%) were from the USA. 2,800 were local (showing as Truth or Consequences in the City report) and so if I did the math correctly, approximately 98% of USA visitors aren't from here.

The top ten cities for visitation were Albuquerque (11,900 visitors), El Paso (10,100), Phoenix (4,100), Las Cruces (3,400), Fort Bliss (3000), T or C (2,800), Ashburn (2,000), Ysleta del Sur Pueblo (1,800), Los Angeles (1,700), Dallas (1,600).

Content

SOURCE: Top Pages Report

Top ten most-visited pages are below, see the report for more info.

#1 - T or C: 49,600 unique visitors and 56,300 views.
#2 - Hot Springs: 25,500 unique, 34,800 views.
#3 - Home page: 19,400 unique, 27,700 views
#4 - Riverbend, 8,300 unique, 9,800 views
#5 - Lodging: 5,800 unique, 8,200 views
#6 - Events: 5,600 unique, 8,600 views
#7 - Blackstone: 5,200 unique, 6000 views
#8 - Fireworks July 4: 3,400 unique, 4,100 views
#9 - Outdoors: 3,300 unique, 3,800 views
#10 - Family Fun: 3,100 unique, 3,700 views

SOCIAL MEDIA

As mentioned, State Tourism continued supporting us via paid marketing campaigns on Meta's Facebook and Instagram. Meanwhile our admins continue to post about upcoming events and share

other content related to Sierra County activities and recreation.

REPORTING

SOURCE: Social Facebook Report & Social Instagram Report

Follower #s: We netted 299 Facebook followers in 2025 for a total of 4,440.
Our Instagram follower count last year was 1,157. We're up to 1816 followers for a net increase of 659.

Location, FB: 94.6% of our audience is in the USA.
After T or C (28.9%), our audience comes from El Paso (26.9%), Albuquerque (14.1%), Las Cruces (11.4%), Elephant Butte (6.5%) and Juarez (4.3%).

Age Demographic, FB: 24% of our followers are age group 45-54, 23% are 65 or older, 23% are 35-44. 19% are 55-64. 9.3% are 25-34. Followers younger than 25 are miniscule. Across all the age groups women make up about ⅔ of the FB audience.

Engagement, FB: Up 321% from last year. The graph shows a spike starting in November 2025 which was when State Tourism ads kicked in.

Location, Instagram: 95.1% of our audience is in the USA.
Audience comes from El Paso (21.9%), T T or C (11.7%), Albuquerque (9.8%), Horizon City (9.2%), Las Cruces (4.2%), Santa Fe (2.4%), Elephant Butte (2%), Socorro TX (1.6%), Rio Rancho (1.5%), and Tucson (.6%).

Age Demographic, Instagram: Younger than Facebook! More than 20% of our followers are in the 35-44 age group. 13% are age 45-54. 25-34 year olds are at just over 10%. 9% of the audience is 55-64 and 7% is 65+. Very few followers under 25. 61.6% of the Instagram audience is female.

WEBSITE UPDATES IN THE PAST YEAR

A comprehensive list of all updates made to the site and other assets in the last year is attached. The list covers work done inside the website, on social media, via email (press requests, visitor inquiries), on various apps, by phone, and on the ground.

PLANS FOR THE COMING YEAR

Website: we'll continue making content updates, additions and deletions to serve up accurate information, reviewing on-page SEO as we go.

SEO: Bing analytics is telling us our meta descriptions on many pages are too short. Meta descriptions show (sometimes) in search results previews. Bing provides a list, we need to look at each page and lengthen the description. Preferred lengths change per search engine updates. It's possible we will lengthen them just in time for an update requiring shorter metadescriptions, and so it goes.
SEO for AI: As we stated last year, AI looks for comprehensive lists grouped by category. It also loves FAQs. We aren't running full speed toward AI but could make our job easier by relying on Claude to create FAQs for most-visited pages. AI-generated content has to be checked for accuracy, and any info we add has to be monitored for changes going forward. There's no point in adding FAQ unless schema

is built in. Our SEO plugin offers schema'd FAQ, though we'd prefer a theme-based solution, we can start with SEOPress blocks.

Schema: Our rich results are working on events. Next up we will be checking and setting hours for Schema on restaurants and looking for other ways to rank those listings higher. We've kept up-to-date with restaurant hours for viewers but Schema "hours" settings need to be matched to the front-facing info. Going forward we will need to be sure and change those hours in three places: visitor view, schema view, and our "days open" taxonomy.

Events: we continue to look for, add, and promote events that aren't already in our calendar. Occasionally an event planner will do the work for us, we have made it easy for them by providing a user-friendly form. Our annual events list is available on the website and in PDF form at the top of the annual events page. Any changes to annuals need to be made in those two places. Web pages for weekly and monthly events have been added to, using "frequency" checkbox. There are more open mics in 2026 than ever before (monthly), and yoga classes have increased (weekly). Hope that trend continues.

Business updates: we will add / disable / update listings to reflect business info as they come, go, change hours, change names, change offerings, etc. We tend to show business hours on any that are reliably open. Restaurants are great about getting open hours revisions out to the public, businesses less so and more likely to be randomly closed.

Lodging and Vacation Rentals: Vacation rental additions have been minimal; rental owners are required to upload a business license to prove compliance, and a link to their AirBnB listing, which is the only link we show on their listing. We get nibbles then no action. We had a lead on a new Air BnB which turned out to be Spellbound Springs, a newly-opened tiny home facility with hot springs. They pay lodgers tax and were added to our Hotels & Hot Springs sections.

Content: any visitor-centric content that isn't covered above will be added and maintained soon after we learn about it. Our blog has been stagnant for a while, but a writer is interested in picking up hours so there's potential there for new posts. We should also look for old blog content to discontinue, and redirect those URLs back to relevant pages.

Email campaigns: we send a monthly email to our subscribers listing the upcoming month's events.

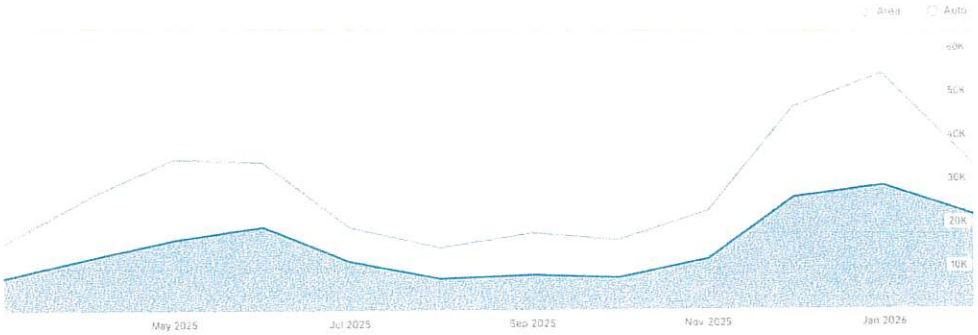
Hosting, Maintenance

The cost of hosting and WordPress plugin / theme maintenance is $45 per month for the next 12 months. That covers server issues and plugin, theme and WordPress updates. Any time spent on other updates is billed hourly and added to the maintenance detail.

One Year of Visits - March 1 2025 through February 28, 2026

Mar 1, 2025 to Feb 28, 2026 + Add Comparison

3	179.4k	337.4k	03:02	60%	0
Realtime	Site visitors	Pageviews	Avg time on site	Bounce rate	Event completions



Pages Entry Pages Exit Pages	Page Visitors	Views
/cool-places/truth-or-consequences/	49.6k	56.3k
/things-to-do/truth-or-consequences-hot-springs/	26.5k	34.8k
/	19.4k	27.6k
/lodging/riverbend-hot-springs/	8.3k	9.8k
/lodging/	5.8k	8.2k
/gosierracounty/	5.6k	8.1k
/lodging/blackstone-hotsprings/	5.2k	6k
/local-events/fireworks-show-at-elephant-butte-lake/	3.4k	4.1k
/attractions/outdoors/	3.3k	3.8k
/attractions/family-fun/	3.1k	3.7k

Next

Referrers Sources	Visitors	Views
Google	74.9k	138.5k
Direct / Unknown	45.1k	81.2k
Facebook	32.6k	50.8k
www.newmexico.org	2.3k	6.2k
DuckDuckGo	2.3k	4.1k
Bing	2.1k	4k
Instagram	2k	4.6k
aax.amazon-adsystem.com	1.5k	1.5k
sierracountynewmexico.info/things-to-do/truth-or-consequences-hot-springs	1.3k	2.7k
Yahoo	1.2k	2.3k

Next

Device Types OS	Visitors
Phone	118.2k
Desktop	35.7k
Mobile	6.2k
Tablet	2.2k

Browsers	Visitors
Chrome	81.7k
Safari	72.9k
Firefox	14k
Edge	5.3k
Android Webview	4.5k

Next

Countries Regions Cities	Visitors
Albuquerque	11.9k
El Paso	10.1k
Phoenix	5.1k
Las Cruces	3.4k
Fort Bliss	3k

Next

Events Manage events

	Uniques	Completions	Conv. Rate

No data to display.

Campaign Source Medium Content Term Build	Visitors	Views
NewMexico_TruthorConsequencesFY26_InterestSegments	27.7k	44.4k
NewMexico_TruthOrConsequences_SEM	21.1k	51.2k
NewMexico_TruthorConsequencesFY25_InterestSegments	14.2k	23.9k
(organic)	10.9k	21.8k
NewMexico_TruthorConsequencesFY26_3P	4k	4.4k

Next

Traffic Source Breakdowns

Paid Traffic

Pages Entry Pages Exit Pages	Page Visitors	Views
/cool-places/truth-or-consequences/	32.9k	37k
/things-to-do/truth-or-consequences-hot-springs/	14k	18.2k
/	9.6k	13.2k
/lodging/riverbend-hot-springs/	5.4k	6.3k
/lodging/blackstone-hotsprings/	3.2k	3.7k
/lodging/	2.9k	4k
/attractions/family-fun/	1.9k	2.2k
/lodging/fire-water-lodge/	1.6k	1.8k
/what-to-do/	1.6k	1.9k
/attractions/outdoors/	1.5k	1.7k

Referrers Sources	Visitors	Views
Facebook	26.2k	42.6k
Google	18.4k	44k
Direct / Unknown	10.7k	16.2k
Instagram	2k	4.5k
aax.amazon-adsystem.com	706	706
storage.googleapis.com	296	299
googleads.g.doubleclick.net	222	269
chatgpt.com	64	141
YouTube	54	75
sudoku.com	43	48

Organic

Pages Entry Pages Exit Pages	Page Visitors	Views
/cool-places/truth-or-consequences/	8.4k	9.7k
/things-to-do/truth-or-consequences-hot-springs/	7k	9.3k
/local-events/fireworks-show-at-elephant-butte-lake/	2.9k	3.4k
/gosierracounty/	2.7k	4k
/welcome-to-town-eddington/	2.4k	2.7k
/lodging/	1.7k	2.4k
/things-to-do/fishing/	1.7k	2k
/lodging/riverbend-hot-springs/	1.6k	1.8k
/cool-places/elephant-butte-lake-state-park/	1.5k	1.8k
/	1.5k	1.8k

Referrers Sources	Visitors	Views
Google	44.2k	78.2k
www.newmexico.org	2.3k	6.2k
DuckDuckGo	2.3k	4.1k
Bing	2k	3.9k
Yahoo	1.2k	2.3k
aax.amazon-adsystem.com	790	790
onetag-sys.com	692	1.4k
sierracountyevents.com	530	1.8k
imasdk.googleapis.com	410	424
storage.googleapis.com	208	208

Direct & Source Unknown Traffic

Pages Entry Pages Exit Pages	Page Visitors	Views
/cool-places/truth-or-consequences/	6.8k	7.7k
/	5.5k	8.5k
/things-to-do/truth-or-consequences-hot-springs/	3k	3.9k
/gosierracounty/	1.7k	2.4k
/lodging/riverbend-hot-springs/	1.4k	1.6k
/lodging/	1.2k	1.6k
/restaurants/	1.1k	1.4k
/cool-places/sierra-county-home-of-spaceport-america/	866	967
/lodging/blackstone-hotsprings/	812	936
/attractions/outdoors/	550	634

Referrers Sources	Visitors	Views
Direct / Unknown	34.3k	65k

Social Media

Reddit

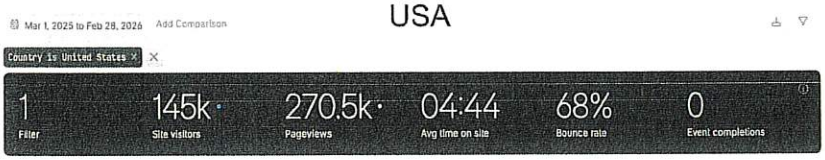
Pages Entry Pages Exit Pages	Page Visitors	Views
/	384	433
/things-to-do/truth-or-consequences-hot-springs/	285	344
/venue/torc-city-swimming-pool/	108	116
/local-events/first-day-hike-at-elephant-butte-dam/	107	121
/cool-places/truth-or-consequences/	105	117

Referrers Sources	Visitors	Views
Facebook	1.4k	2k
Instagram	30	60
Reddit	2	14
X/Twitter	1	1

Device Type, Browser, Top 5 Cities

Device Types OS	Visitors	Browsers	Visitors	Countries Regions Cities	Visitors
Phone	118.2k	Chrome	81.7k	Albuquerque	11.9k
Desktop	35.7k	Safari	72.9k	El Paso	10.1k
Mobile	6.2k	Firefox	14k	Phoenix	5.1k
Tablet	2.2k	Edge	5.3k	Las Cruces	3.4k
		Android Webview	4.5k	Fort Bliss	3k
		Next		Next	

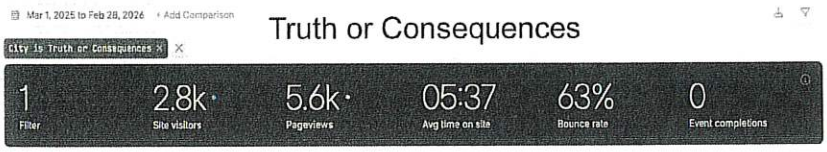
USA



New Mexico



Truth or Consequences



Top Cities

Countries Regions Cities

- Albuquerque
- El Paso
- Phoenix
- Las Cruces
- Fort Bliss
- Truth or Consequences
- Ashburn
- Ysleta del Sur Pueblo
- Los Angeles
- Dallas
- Carnuel
- Agua Fria
- New York
- Chicago
- Denver
- Socorro
- Sunland Park
- Sandia Heights
- Santa Fe
- McLean
- Horizon City
- Alamogordo
- Gallup
- Canutillo
- South Valley
- Aguila

Most Visited Pages

Pages Entry Pages Exit Pages	Page Visitors	Views	Bounce rate	Avg time
/cool-places/truth-or-consequences/	49.6k	56.3k	71.6%	03:15
/things-to-do/truth-or-consequences-hot-springs/	26.8k	34.6k	32.3%	08:23
/	19.4k	27.6k	64.4%	03:42
/lodging/riverbend-hot-springs/	8.3k	9.6k	20%	03:59
/lodging/	5.8k	6.7k	12.6%	01:03
/geolaresecount/	5.6k	8.1k	31.9%	03:28
/lodging/blackstone-hotsprings/	5.2k	6k	12%	02:48
/local-events/fireworks-show-at-elephant-butte-lake/	3.4k	4.8k	76.7%	04:43
/attractions/outdoors/	3.3k	3.8k	21.8%	04:09
/attractions/family-fun/	3.1k	3.7k	39.7%	04:21
/lodging/rio-water-lodge/	3.1k	3.5k	8.6%	02:00
/things-to-do/boating-tubing-kayaking/	3k	3.6k	20.8%	02:18
/restaurants/	3k	3.6k	21.3%	01:40
/cool-places/elephant-butte-lake-state-park/	2.9k	3.5k	24.5%	05:11
/welcome-to-town-addington/	2.8k	3.5k	53.3%	04:04
/lodging/chelles-motel-hotsprings/	2.7k	3k	6.7%	01:55
/what-to-do/	2.6k	3.1k	23.7%	01:50
/lodging/hoosier-hot-springs-and-inn/	2.4k	2.7k	7.9%	02:04
/lodging/sierra-grande/	2.4k	2.6k	11.9%	03:08
/things-to-do/fishing/	2.3k	2.6k	40.7%	02:51
/lodging/indian-springs/	2k	2.3k	26.3%	08:43
/business/rio-grande-river-trips/	1.9k	2.3k	42.4%	03:32
/things-to-do/hikes-and-walking-trails/	1.8k	2.2k	46.9%	04:37
/events/annual/	1.7k	2k	37.3%	08:19
/cool-places/elephant-butte/	1.6k	1.9k	16.1%	01:04
/attractions/towns/	1.4k	1.7k	15.9%	01:12
/cool-places/elorra-county-home-of-spaceport-america/	1.4k	1.6k	49.9%	08:29
/lodging/pelican-spa/	1.4k	1.6k	7.5%	02:02
/rv-parks/hot-springs-glamp-camp/	1.3k	1.5k	8%	01:57
/local-events/elorra-county-fair/	1.2k	1.5k	51.4%	09:04
/cool-places/eltorrido-new-mexico/	1.2k	1.4k	59.2%	02:06
/local-events/truth-or-consequences-fiesta/	1.2k	1.5k	25.4%	20:26
/local-events/new-mexico-open-golf-tournament/	1.1k	1.4k	62.1%	01:24
/business/	1k	1.3k	29.3%	01:33
/about/airports-driving-directions/	1k	1.1k	11.6%	01:25
/things-to-do/sierra-county-farmers-market/	970	1.2k	58.9%	02:32
/things-to-do/camping/	920	1.1k	21.9%	01:56
/local-events/elephant-butte-balloon-regatta/	913	1.1k	71.6%	02:54
/business/marina-del-sur/	901	1.1k	14.4%	02:37
/rv-parks/	901	1.1k	13.4%	01:29
/cool-places/hillsboro-new-mexico/	813	980	54.1%	02:27
/venue/turtleback-mountain-golf-and-resort/	765	975	92.4%	04:53
/business/don-alfa-marina/	710	927	23%	02:00
/cool-places/caballo-lake-state-park/	695	816	25.6%	02:07
/cool-places/elephant-butte-dam/	671	809	56%	02:49
/hospital-at-the-bottom-of-elephant-butte-lake/	669	790	70.7%	03:44
/meet-here/	667	925	39.7%	01:03
/spas-and-wellness/	649	792	22.6%	01:14
/business/bullacks-grocery/	643	781	74.3%	01:57
/things-to-do/art-hop-truth-or-consequences/	605	735	45.9%	02:43
/business/winston-general-store/	599	729	46.4%	01:48
/restaurant/olols-restaurant-turtleback-mountain-golf-resort/	573	644	58.1%	03:06
/contact/	558	690	26.5%	01:44
/cool-places/cuchillo-new-mexico/	544	629	65.3%	02:37

/things-to-do/rockhounding-mineral-gem-hunting/	541	622	61.6%	02:26
/local-events/gathering-of-quilts/	516	619	66.8%	02:40
/things-to-do/party-spots/	502	592	18.2%	01:23
/business/truth-or-consequences-brewing-co/	498	562	44%	01:40
/venue/inn-city-swimming-pool/	496	592	70.7%	02:33
/local-events/pickamania/	490	620	57.1%	02:36
/things-to-do/armandarie-bats-brews-tour/	475	541	25.1%	01:36
/town-named-after-a-game-show/	463	619	71.7%	03:21
/things-to-do/movie-theater/	461	515	52.5%	02:10
/cool-places/geronimo-springs-museum/	426	489	56.9%	02:19
/lodging/koal-cottage-with-private-hot-spring/	423	460	6.1%	01:39
/things-to-do/off-highway-riding/	404	464	41.1%	02:48
/lodging/la-paloma-hot-springs/	394	416	6.5%	01:20
/business/valhuila-orchards/	384	466	72.4%	03:26
/local-events/old-fashioned-christmas/	380	421	62.9%	03:01
/local-events/first-day-hike-at-elephant-butte-dam/	377	497	66.5%	02:29
/cool-places/kingston-new-mexico/	372	429	48.4%	01:40
/venue/donkey-magic-farm/	368	434	49.2%	02:15
/things-to-do/visit-spaceport-america/	367	406	29.1%	02:04
/cool-places/veterans-memorial-park-truth-or-consequences/	367	426	64%	01:53
/business/osha-hammer/	364	397	91.6%	01:28
/local-events/elephant-butte-lake-landmarks-boardwalk/	353	419	33.4%	02:48
/cool-places/monticello-new-mexico/	350	408	46.7%	02:59
/rv-parks/rivr/sand-hot-springs-rv-park/	349	404	33%	04:01
/lodging/black-range-lodge/	338	366	11.6%	01:36
/things-to-do/ecotours/	336	380	41.4%	02:28
/rv-parks/elephant-butte-state-park-campground/	336	397	23.9%	02:08
/coffee-spots/	332	371	5.4%	02:01
/rv-parks/apache-kid-rv-park/	332	412	52%	02:12
/rv-parks/caballo-lake-rv-park/	329	392	55.9%	03:33
/attractions/art-and-architecture/	319	342	43.3%	01:58
/venue/hauling-waters-plaza/	315	349	57.6%	02:21
/restaurant/kokopelis-cafe/	301	360	45.2%	02:29
/things-to-do/golf/	296	336	7.9%	04:15
/restaurant/tonys-restaurant/	294	323	23.1%	01:24
/business/community-thrift-store/	293	345	66.9%	01:57
/rv-parks/sogue-vista-rv-park/	284	332	45.6%	02:31
/cool-places/winston-new-mexico/	277	320	49.1%	02:05
/restaurant/los-arcos-steak-lobster/	275	301	16%	02:30
/things-to-do/birding/	272	307	39%	03:34
/attractions/state-parks/	271	311	11.8%	01:51
/lodging/outlaw-castle/	271	291	6.1%	01:39
/local-events/christmas-in-the-foothills/	270	331	45.2%	02:27
/attractions/museums/	270	356	8.9%	00:43
/restaurant/big-foot-restaurant/	269	298	24.9%	01:54
/restaurant/passion-pie-cafe/	267	294	17.6%	01:27

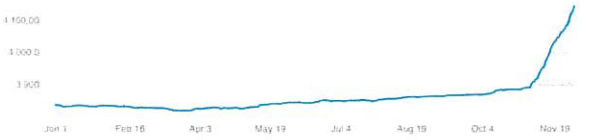
Social Media: Facebook

Audience overview

Custom: Jan 1 - Dec 31

4,440 Total followers

+8.0% from previous 365 days



299
Net follows

103
Unfollows

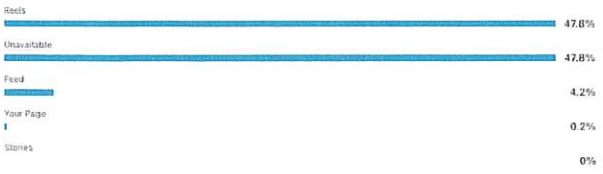
Net follows by content type

Lifetime



How people find your content

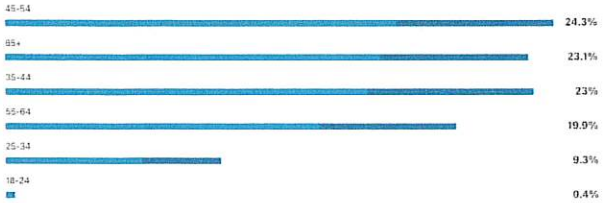
Traffic | Source



Age & gender

Lifetime

Women | Men | Unknown



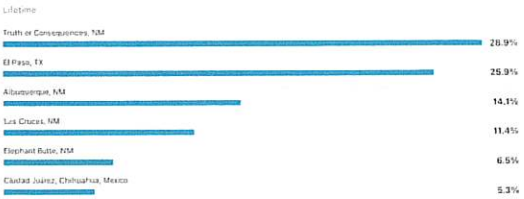
Country

Lifetime



Cities

Lifetime



Popular with your followers

Content | Pages & profiles | Topics | Content type

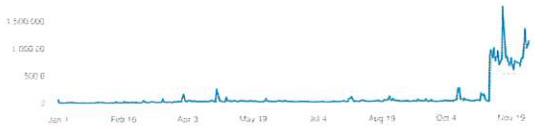
Not enough data to show yet

Engagement overview

Custom: Jan 1 - Dec 31

32,935 Engagement

+321.4% from previous 365 days



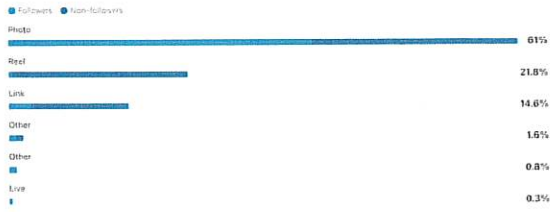
5,065
Reactions

348
Comments

586
Shares

By content type

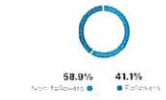
Followers | Non-followers



By interaction type



By followers vs non-followers



Social Media: Instagram

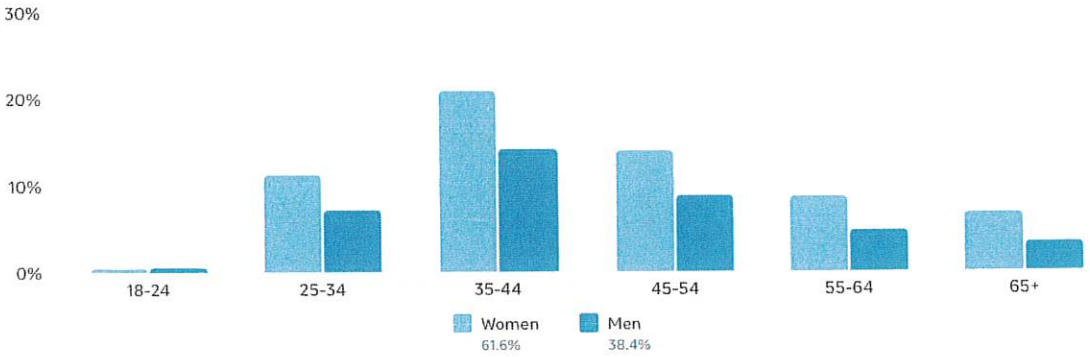
Demographics Trends Potential audience

Followers

Lifetime

1,816

Age & gender



Top cities

El Paso, TX	21.9%
Truth or Consequences, NM	11.7%
Albuquerque, NM	9.8%
Horizon City, TX	4.2%
Las Cruces, NM	4.2%
Santa Fe, NM	2.4%
Elephant Butte, NM	2%
Socorro, TX	1.6%
Rio Rancho, NM	1.5%
Tucson, AZ	0.6%

Top countries

United States	95.1%
Mexico	0.8%
Nigeria	0.3%
United Kingdom	0.2%
Italy	0.1%
Philippines	0.1%
Canada	0.1%
Spain	0.1%
Vietnam	0.1%
Australia	0.1%

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City" and **Sierra County Recreation and Tourism Advisory Board (Annual Tourism Proposal)** herein referred to as "Contractor".

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger's Tax funds to the Contractor to aid the Contractor's promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **$17,500.00** to the Contractor for a one (1) year period commencing on July 1, 2026 and continuing through June 30, 2027.

- **$16,000** to Ruanna Waldrum for Tourism Website Maintenance and update and reprint of the "I" brochure.
- **$1,500** the Geronimo Trail Visitor Center for the distribution of Truth or Consequences Tourism related brochures.

2. **The Contractor shall:**
   a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
   b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodger's Tax Board) in the Contractor's application for Lodger's Tax Funds. The Scope of Work is set forth within the application.
   c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger's Tax monies, shall include the wording "**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER'S TAX**", the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting **www.nmtourism.org**. In the case of radio advertising, the slogan "New Mexico True" must be used, as well as the phrase "Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers"

3. **Fund Expenditures:** Funding under this contract is from Lodger's Tax. Such funds may be spent for promotion and advertising only.

4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
    a. The City and the Lodger's Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
    b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
    c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodger's Tax.
    d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2027.
    e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
    f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax". Invoices can be emailed to kmartinez@torcnm.gov or torcclerk@torcnm.gov.

5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.

6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.

7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.

8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.

9. **Personnel**:
    a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
    b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
    c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodger's Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.

10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodger's Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

12. **Reports and Information**: The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. **Copyright**: No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14. **Compliance with Local Laws**: The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

15. **Equal Employment Opportunity**: During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.
d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the

City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. **Civil Rights Act of 1964**: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. **Access to Records**:
    a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.
    b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this

Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks**: It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

_____ _____
Gary Whitehead, City Manager Date

_____ _____
Jocelyn Holguin Finance Officer, Reviewed for Budgetary Sufficiency Date

_____ _____
Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency Date

CONTRACTOR

_____ _____
Authorized Representative (Signature & Printed Name) Date

For a recipient of Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

____ Invoices must be presented to the City Clerk's Office for reimbursement with a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct. Invoices can be emailed to kmartinez@torcnm.gov or torcclerk@torcnm.gov.

____ No bill will be reimbursed unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.

____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodger's Tax Advisory Board and approved by the City Manager or designee.

____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodger's Tax award.

____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodger's Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2026

CONTRACTOR:

BY: _____ _____

Printed Name of Authorized Representative

Signature of Authorized Representative

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 27, 2026

Agenda Item #: E.2

SUBJECT: Discussion/Action: Vacation of Plats – W. Austin St.
DEPARTMENT: Community Development
DATE SUBMITTED: May 21, 2026
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background: Applicant is requesting the city vacate a section of W. Austin St. adjacent to Parcel 3022079424016 (Tractor Supply), 3022079423046 (Fast Stop) and 3022079465042 (Cielo Vista RV Park). All property owners within 300ft were notified of public hearing. Public hearing was held at the P & Z Meeting on 5-11-26

Recommendation:
P & Z Board recommended approval of request to vacate unanimously

Attachments:

- P & Z Agenda Packet
- Additional Documents provided by applicant via email the day before the meeting
- Additional Documents provided to P& Z by applicant at the meeting
- Draft P & Z Meeting Minutes

-

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC Agendas 5-27-26

CITY OF TRUTH OR CONSEQUENCES

PLANNING AND ZONING COMMISSION ACTION FORM

DATE: 5-11-2026

ITEM: Public Hearing/Discussion/Action – Vacation of Plats – W. Austin St.

BACKGROUND:

Applicant is requesting the city vacate a section of W. Austin St. adjacent to Parcel 3022079424016 (Tractor Supply), 3022079423046 (Fast Stop) and 3022079465042 (Cielo Vista RV Park). All property owners within 300ft were notified of public hearing.

Area requested to vacate as noted in application is not clearly identifiable by Planning and Zoning Dept., City Attorney, and Sierra County Assessor's Office. Additional information/clarification has been requested – see attached legal letter of recommendation.

Electric Dept. noted a main primary line that runs thru that area – waiting on clarification of vacation request.

If approved, applicant would need to provide survey with legal descriptions.

SUPPORT INFORMATION:

Site Plan
Parcel Maps
Public Hearing Notice
Applicable Code

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.gov	Phone: 575-952-0565	

City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

May 4, 2026

City of Truth or Consequences
Attention: **Traci Alvarez**

RE: Proposed Vacation of a portion of West Austin

Dear Ms. Alvarez,

I am following up on our conversation this morning. As you are aware, I visited with the applicant earlier this week.

While I was at your office, we reviewed a map, and it is unclear what exactly the Applicant desires that the City Vacate. There is a necessary City alley which is contiguous to Fast Stop, and that alley heads to a parcel already owned by the RV Park.

Therefore, in contemplation of the May 11, 2026 Planning and Zoning Meeting. I make the following recommendations:

1. The 1946 Deed refers to an "extension of West Austin Street". So, we need to have clarification about where this strip of land is located. You have advised that you have communicated with the Assessor, and he is likewise confused. As we have required in other cases, a surveyed legal description would be helpful.

2. We want to ensure that our utility easements are not affected by the proposed Vacation. I am enclosing a copy of an Easement Agreement that the Applicant provided to me.

3. If the Vacation is approved, our usual practice has been to also quitclaim the street to the contiguous owners. The landowners can always agree amongst themselves to have one party subsequently deed their interest to the other.

You are certainly encouraged to provide a copy of this letter to all concerned including the Applicant. I am available for a follow up meeting, provided we do so before May 8, 2026.

Very sincerely,

Jaime F. Rubin, City Attorney
JFR: sjh

Miscellaneous Book 59
Page 1013

EASEMENT AGREEMENT

This Indenture made and entered into this 13th day of July, 1998, by and between Duckwall-Alco Stores, Inc., a Kansas corporation hereinafter referred to as "Grantor" and The City of Truth or Consequences, a municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, the Grantor is the fee simple owner of certain real estate situated in the City of Truth or Consequences, Sierra County, New Mexico, and

WHEREAS, Grantee is desirous of obtaining an easement across and through the real estate owned by Grantor and,

WHEREAS, Grantor has agreed to grant said easement to the Grantee,

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, convey and confirm unto the Grantee a strip of land twenty feet (20') in width situated in the NE1/4 of Section 4, Township 14 South, Range 4 West, NMPM, in the City of Truth or Consequences, New Mexico and more particularly described in Exhibit A, and depicted on Exhibit B, which are attached hereto and incorporated herein by reference.

The above and foregoing Easement is hereby conveyed to the Grantee for the purpose of constructing, maintaining and operating thereon and thereover, electric power transmission lines and telephone lines. Grantee agrees to keep, maintain and repair the Easement.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

"GRANTOR"

Duckwall-Alco Stores, Inc.

by: _____

"GRANTEE"

The City of Truth or Consequences

by: _____

STATE OF KANSAS)
) SS:
COUNTY OF DICKINSON)

On this 10th day of July, 1998, before me, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Richard Kist, to me personally well known, who stated that he is Vice President of Duckwall-Alco Stores, Inc., a corporation organized and doing business under the laws of the State of Kansas, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of July, 1998.

Dorean J. Rufener
Notary Public

My commission expires: DOREAN J. RUFENER Notary Public State of Kansas My Appt. Expires 1-4-01

STATE OF NEW MEXICO)
) SS:
COUNTY OF SIERRA)

On this 13th day of July, 1998, before me, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Evelyn B. Renfro to me personally well known, who stated that she is Manager of The City of Truth or Consequences, a municipal corporation organized and doing business under the laws of the State of New Mexico, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of July, 1998.

Angela Ann
Notary Public

My commission expires: 9-22-98

P.O. Box 629
Elephant Butte, New Mexico 87935
(505) 744-5773

May 20, 1998

LEGAL DESCRIPTION
(20' WIDE UTILITY EASEMENT)

A tract of land situate in the NE1/4 of Section 4, Township 14 South, Range 4 West, NMPM, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

beginning at an angle point in this tract, said point being on the south boundary of an existing 30' wide utility and drainage easement, whence the NW corner of Section 4, Township 14 South, Range 4 West, bears N88°05'07"W, a distance of 938.77 feet, also whence the NW corner of a 3.5375 acre tract of land, surveyed by Senn & Associates, (plat dated: January 30, 1997), bears N79°35'56"W, a distance of 167.50 feet;

thence, along said boundary, S89°55'00"E, a distance of 20.00 feet to an angle point;

thence, S00°05'00"W, a distance of 34.15 feet to an angle point;

thence, S33°25'00"W, a distance of 162.86 feet to an angle point;

thence, S56°35'00"E, a distance of 174.73 feet to an angle point;

thence, S33°24'00"W, a distance of 20.00 feet to an angle point;

thence, N56°35'00"W, a distance of 194.74 feet to an angle point;

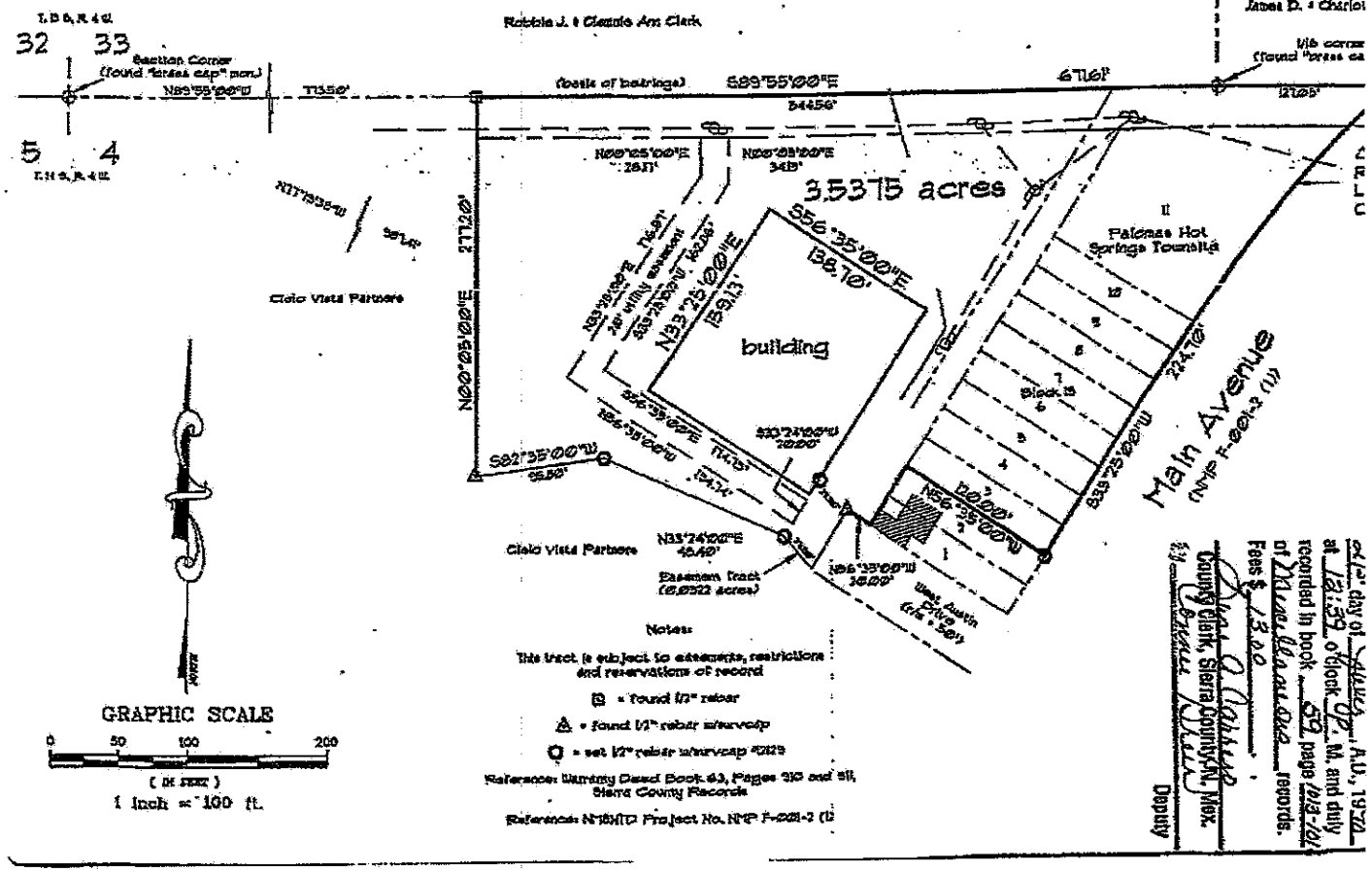
thence, N33°25'00"E, a distance of 176.87 feet to an angle point;

thence, N00°05'00"E, a distance of 28.17 feet to the place of beginning. Containing 0.177 acres, (7716 sq.ft.), more or less.

DRAWING FOR GENERAL INFORMATION ONLY ; NOT A CERTIFIED DRAWING.

PLAT OF SURVEY

of a 3.5375 acre tract of land
in the NW1/4 of Sec. 4, Tshp. 14 South, Rge. 4 West, NMPM,
in the City of Truth or Consequences, Sierra County, New Mexico



of [illegible] day of [illegible], A.D., 1972, at 12:39 o'clock P.M. and duly recorded in book 52 page 243-244 of Miscellaneous records.
Fees $ 3.00
[illegible]
County Clerk, Sierra County, N. Mex.
By [illegible] Deputy

SUPPLEMENT

Application For Vacation
Extension of West Austin Street

For the following reasons, the Applicant requests that the extension of W. Austin Street ("Extension") be vacated.

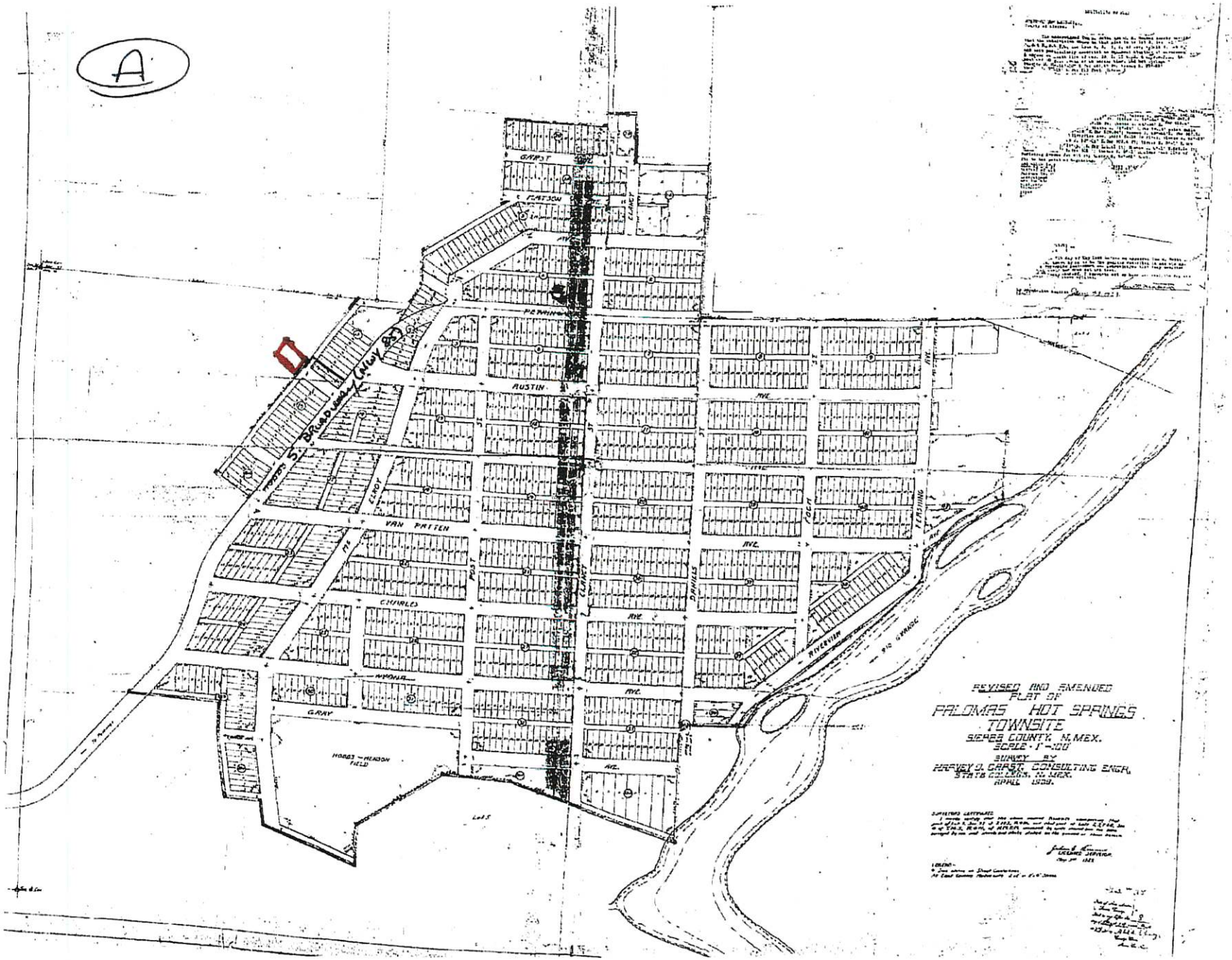
Location of the Extension: The Extension is located at the very western end of W. Austin Street. The following documents are attached hereto are intended to provide visual clarity:

5/8/1929 Revised and Amended Plat of Palomas Hot Springs Townsite – Created W. Austin Street (A)
1/18/1997 Plat of Survey – Provides dimensions of the Extension sought to be vacated (B)
1/15/2015 ALTA Survey – Shows Extension runs under Tractor Supply building (C)
4/23/1946 Quitclaim Deed – Conveyance of Extension to the City (D)

Reasoning:

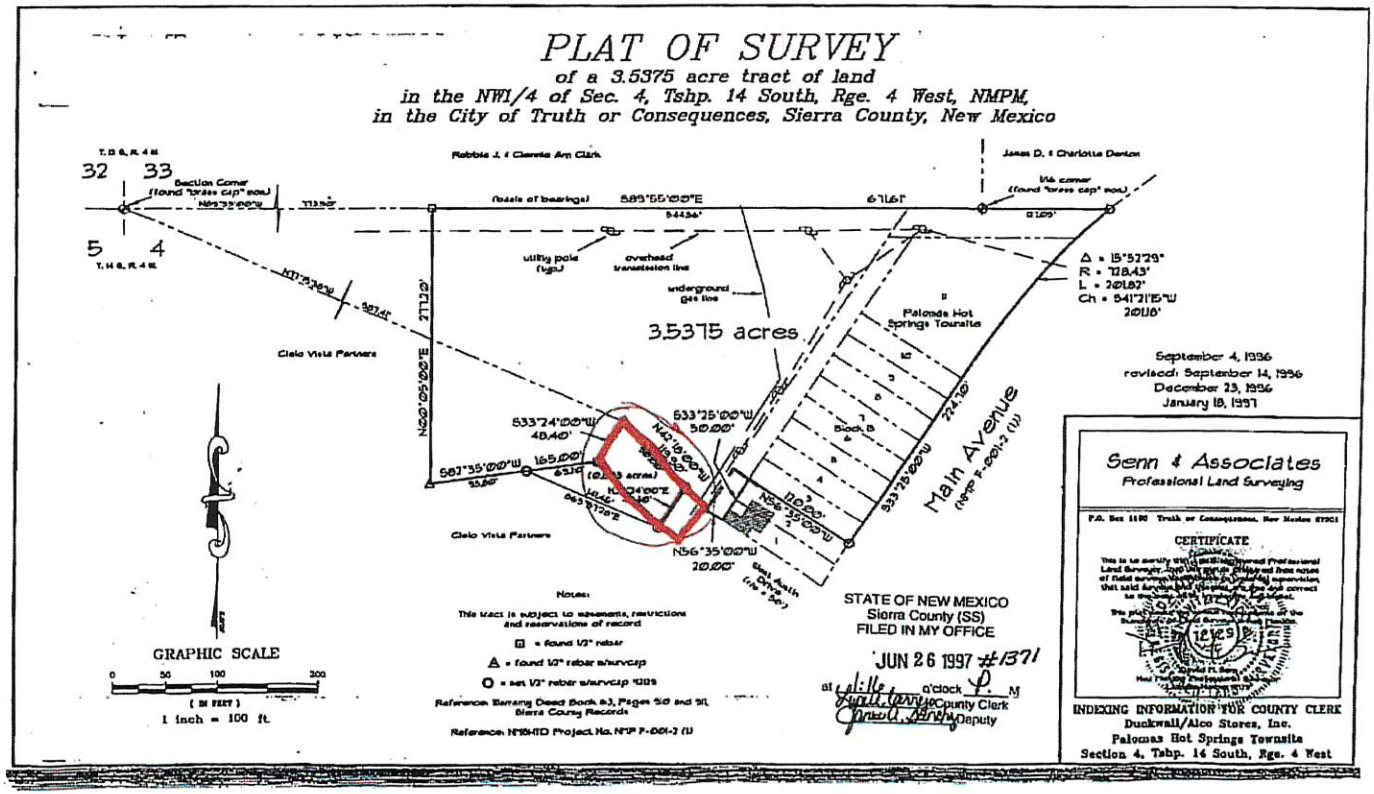
1. For its entire nearly 100 years of existence, the Extension has never been used.
2. Given the current use and development of the land, the Extension is unnecessary, and it likely never will be necessary.
3. The Extension dead ends at a cliff, so it is essentially a road to nowhere.
4. A building has been built over a portion of the ROW and is occupied by Tractor Supply, which is beneficial to the community and a popular retail store.

Existing Easements: This request is not intended to disturb the existing easements located in the same area as the Extension.


A
GARST
AUSTIN
VAN PATTEN
CHARLES
HYDNIA
GRAY
RIVERVIEW
DANIELS
POST
CLANCY
AVE.
REVISED AND EMENDED
PLAT OF
PALOMAS HOT SPRINGS
TOWNSITE
SIERRA COUNTY, N. MEX.
SCALE: 1"=100'
SURVEY BY
HARVEY D. GARST, CONSULTING ENGR.
STATE COLLEGE, N. MEX.
APRIL 1939.

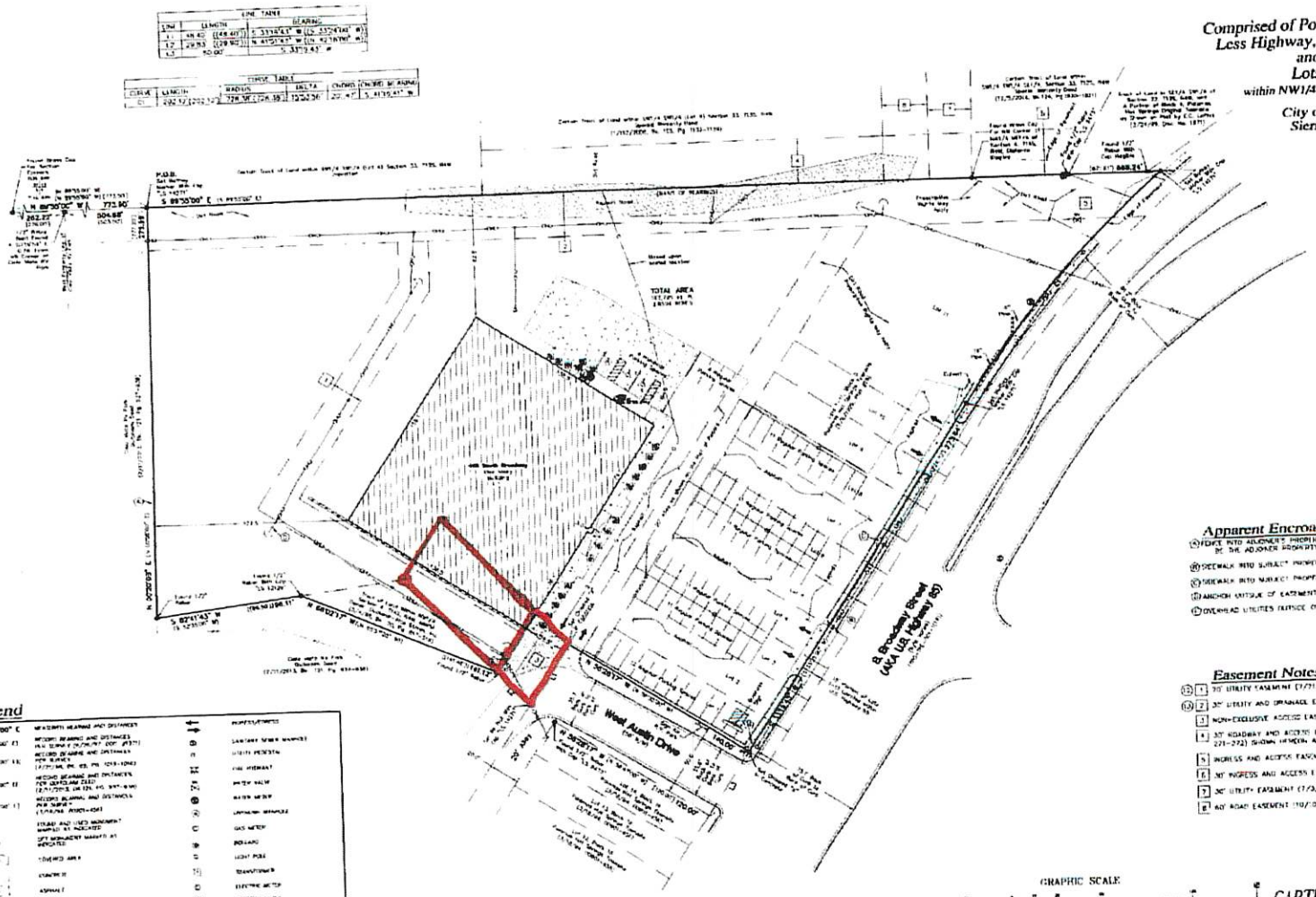
(B)

Working Copy



Boundary Survey
and
ALTA/ACSM Land Title Survey
for
Tract of Land
Comprised of Portions of Lots 1 thru 11, Block 15
Less Highway, Palomas Hot Springs Townsite
and a Tract adjacent to
Lots 1 thru 11, Block 15
within NW1/4 of Section 4, T 14 S, R 4 W, NMPM

City of Truth or Consequences
Sierra County, New Mexico
January 2015



Apparent Encroachment Notes

Easement Notes

Legend

CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (800) 881-0244

Sheet 2 of 2

CITY OF HOT SPRINGS QUITCLAIM DEED MAX HILL

THIS INDENTURE, Made the 2nd day of May in the Year of Our Lord One Thousand Nine Hundred and Forty-six, between CITY OF HOT SPRINGS, formerly Town of Hot Springs, a municipal corporation, Trustees, party of the first part, and MAX HILL the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Two Thousand Six Hundred and no/100 ($2,600.00)---DOLLARS lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged , does by these presents, demise, release and forever quitclaim, unto the said party of the second part and to his heirs and assigns all the certain lot, piece, or parcel of land situated in the County of Sierra, and State of New Mexico, and bounded and particularly described as follows, to-wit:

Lots Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20) in Block numbered Forty-three (43) of the CRIGINAL HOT SPRINGS TOWNSITE, of Hot Springs, New Mexico.

This deed is given under authority of an Order of the District Court of Sierra County, New Mexico, in Cause No. 3090 - Civil. This Order authorized the Town of Hot Springs, which is now the City of Hot Springs, a municipal corporation, to sell to the above grantee the title to the above described property which it acquired as Trustee under the Special Master's Deed heretofore made to it in the above Cause No. 3090. - Civil in the District Court of Sierra County, New Mexico.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the said part... of the second part, and to.... heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

CITY OF HOT SPRINGS, formerly Town of Hot Springs, a municipal corporation, Trustee
By J. G. Hims (Seal)
Mayor

ATTEST: Billye M. Allen
City Clerk
(Seal)

APPROVED
Albert R. Neal
District Judge

ACKNOWLEDGMENT

STATE OF NEW MEXICO, County of Sierra. ss

On this 2 day of May, 1946, before me personally appeared J. G. Hims, to me personally known who being by me duly sworn, did say that he is Mayor of City of Hot Springs, Trustee, a municipal corporation organized under the laws of the State of New Mexico, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation, by authority of its board of --------, and said .....acknowledged said instrument to be the free act and deed of said municipal corporation as Trustee.
(Seal) Witness my hand and seal on this the day and year first above written.
Rafael S Tafoya, Notary Public
Sierra County, New Mexico

My commission expires Jany 26, 1947

STATE OF NEW MEXICO, County of Sierra. ss.

I hereby certify that this instrument was filed for record on the 3 day of May, A.D. 1946 at 9 o'clock A.M., and was duly recorded in Book F of Records of Deeds and Conveyances, page 102.

(Seal) Mrs. Jennie Martin, Probate Clerk and Ex-Officio Recorder
By Rafael S' Tafoya, Deputy

//

H. P. ZUMWALT, etal QUITCLAIM DEED THE CITY OF HOT SPRINGS NEW MEXICO

THIS INDENTURE, Made the 23rd day of April in the Year of Our Lord One Thousand Nine Hundred and Forty Six, between H. P. Zumwalt and his wife Marie A. Hobbs Zumwalt, and W. E' Reeves and his wife Florence M. Reeves, parties of the first part, and The City of Hot Springs New Mexico the parti of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One or More DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents, demise, release and forever quitclaim, unto the said partie of the second part and to its heris and assigns all the certain lot, piece, or parcel of land situated in the County of Sierra, and State of New Mexico, and bounded and particularly described as follows, to-wit:

A parcel of land for the extension of West Austin Street in Palomas Hot Springs Townsite Hot Springs New Mexico, Starting at the northwest corner Block 16, Thence Northwesterly at right angles to the west line of said block 16 a distance 20 ft. Which is the point of beginning of this parcel of land, Thence North 42°32' west a distance of 120 ft. Thence North 33°19' east distance 50 ft. Thence South 42°32' east distance 120 ft. Thence South 33°19' west distance 50 ft. to the point of beginning. This parcel of land deeded for street purposes only.

VACATED THIS

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to its heris and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written,
Signed, Sealed and Delivered in the Presence of.

(Seal)
Approved by J. H. Sims
Mayor of the City of Hot Springs
ATTEST: Hillye H. Allen
(Seal) City Clerk

H. P. Zumwalt (Seal)
Marie A. Robbs Zumwalt (Seal)
W. E. Reeves (Seal)
Florence M. Reeves

STATE OF NEW MEXICO, County of Sierra. ss.

On this 23rd day of April, 1946, before me personally appeared H. P. Zumwalt and his wife Marie A. Robbs Zumwalt and W. E. Reeves and his wife Florence M. Reeves to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.
(Seal) Witness my hand and seal the day and year last above written.
My commission expires Dec. 29, 1948

O. B. Hannon, Notary Public

STATE OF NEW MEXICO, County of Sierra. ss.

I hereby certify that this instrument was filed for record on the 8 day of May, A.D. 1946, at 11 o'clock A.M., and was duly recorded in Book P of Records of Deeds and Conveyances, Page 102,103.
(Seal)

Mrs. Jennie Martin, Probate Clerk and Ex-Officio Recorder.
Rafael S. Tafoya, Deputy

MABEL DARR, et vir QUITCLAIM DEED J. R. POINDEXTER

THIS INDENTURE, Made this 30th day of April, A.D., 1946 between Mabel Darr, and W. A. Darr, her husband, of the first part and J. R. Poindexter, of the second part.

WITNESSETH, That the said parties of the first part, hereinbefore named, for and in consideration of the sum of TEN ($10.00) Dollars lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, conveyed, released and quitclaim and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said party of the second part his heirs and assigns forever, all of the following described lots or parcels of land and real estate situate, lying and being in the Town of Hot Springs County of Sierra and State of New Mexico, to-wit:

Commencing at the Southwest corner of Block 5 of the La Vista addition, formerly Bullen addition, to the Town of Hot Springs, thence North 150 feet, thence East 150 feet, thence South 150 feet, thence West 150 feet, to the point of beginning, containing 22,500 square feet.

This deed is given to confirm that certain deed under date of June 28, 1937, between same parties herein, in which said property was described as Lot 1 of Block 5 of the La Vista addition to the Town of Hot Springs, New Mexico

together with all and singular, the lands, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof; and all of the estate right, title, interest, claim and demand whatsoever of said parties of the first part, either in law or in equity, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD, The said premises above bargained and described with the appurtenances unto the said party of the second part his heirs and assigns forever.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year above written.

Mabel Darr (L.S.)
W. A. Darr (L.S.)

STATE OF NEW MEXICO, County of Sierra. ss.

On this 30th day of April, 1946, before me personally appeared Mabel Darr and W. A. Darr, her husband, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, to the uses and purposes therein set forth.
(Seal) IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

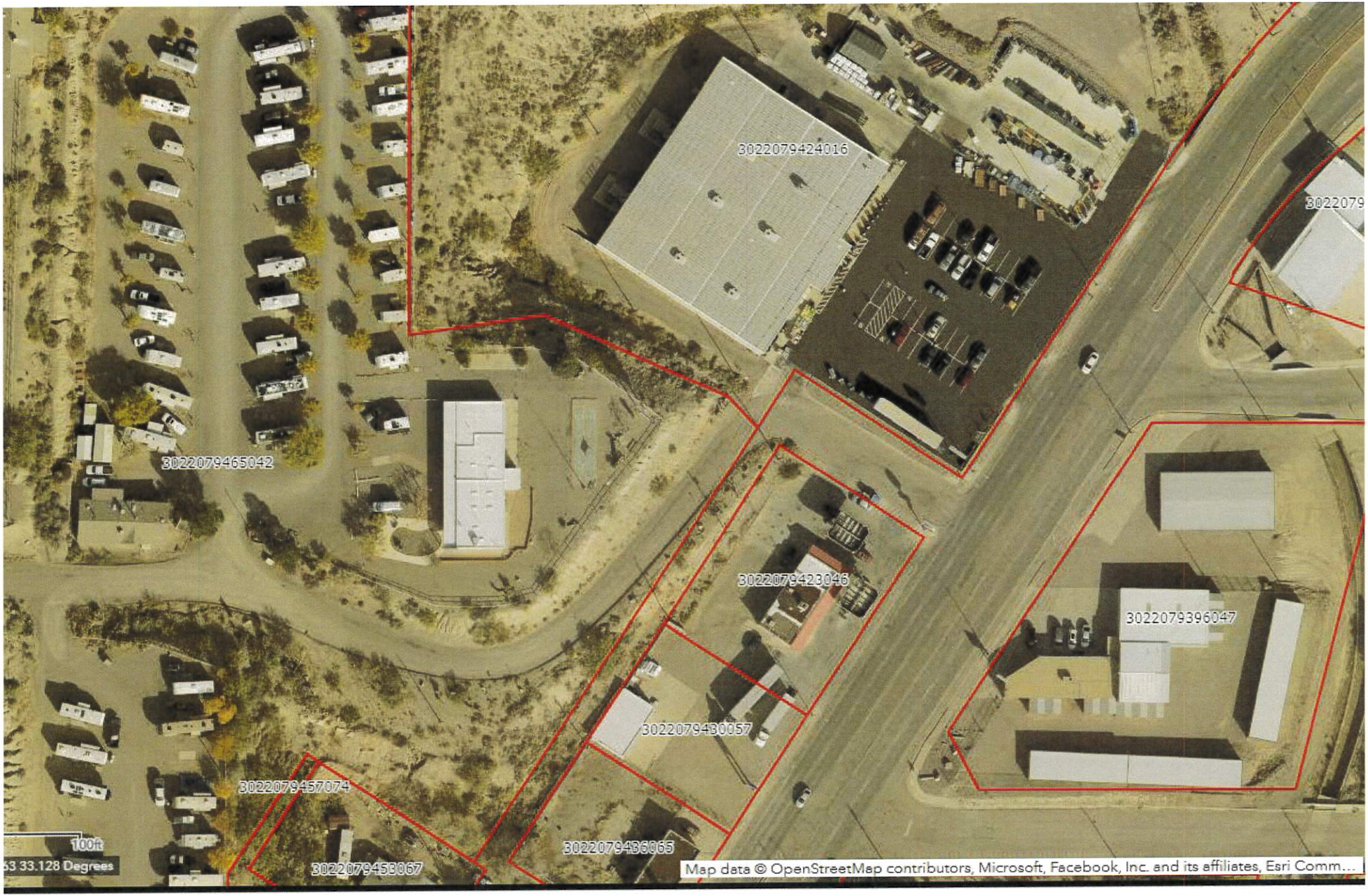
L. V. Walz
Notary Public

My commission expires Jan 5th 1948

STATE OF NEW MEXICO, County of Sierra. ss.

I hereby certify that this instrument was filed for record on the 9th day of May, A.D. 1946, at 1 o'clock P.M. and duly recorded in Book P, at page 103 of the Record of Deeds of said county.
(Seal)

Mrs. Jennie Martin, Clerk


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100ft
53 33.128 Degrees
Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Comm...

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, May 11, 2026, to receive input regarding the following:

Public Hearing/Discussion/Action: Request to Vacate Chapter 15 – Subdivision Code Sec. 15-18. – Vacation of plats. – portion of W. Austin St

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

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

The agenda may be obtained on Friday, May 8, 2026 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Thursday, April 9, 2026

Sec. 15-18. Vacation of plats.

A. *Purpose of vacation of plat:* A vacation of plat occurs when part or all of a filed subdivision plat is eliminated.

B. *Cause:* All of or any part of a final plat filed with the County Clerk may be vacated if:

1. The owners of record of the land proposed to be vacated sign an acknowledged statement declaring their wish that the plat or portion of a plat be vacated; or

2. The City Commission finds that the plat's approval was obtained by misrepresentation or fraud and orders a statement of vacation to be prepared.

C. *Processes of vacation:* Vacations of plat that result in the decrease in the number of lots by not more than one lot may be processed using the Alternate Summary Process.

D. *Statement of vacation:*

1. The vacation of all or a portion of a final plat by the owners of land within a subdivision may be initiated by submittal to the City's Zoning Administrator of the statement of vacation bearing the acknowledged signatures of all owners of record of property within the subdivided land to be vacated.

2. The vacation of all or a portion of a final plat by the owners of land within a subdivision may also be initiated by a vote of a majority of the City Commission.

3. Statements of vacation shall be accompanied by a list of the names of all owners of record of property within and contiguous to the subdivided land to be vacated, and shall also be accompanied by acknowledged statements by the authorized representatives of all utility companies that have easements within the area proposed for vacation, which statements shall state the utilities' agreement to or opposition to such vacation insofar as it affects their rights to use dedicated easements in the subdivision.

E. *Scheduling and notification:* Within 60 days of receiving a statement of vacation and the appropriate review fee, the City Commission shall approve or deny the vacation, subject to the following:

1. Action shall be taken in a public meeting;

2. At least 15 days prior to the meeting, notice of public hearing shall have been transmitted by first class mail to all owners of private property contiguous to or within 300 feet of the land to be vacated, and to all utilities with easements within or adjacent to the land proposed for vacation.

F. *Action:* In approving conditionally approving or denying a vacation, the City Commission shall determine if the vacation is in the best interests of the public well-being, and whether any person is adversely affected by the vacation.

G. *Right to retain roadways and utility easements:* The City Commission may require that dedicated roads within the area proposed for vacation remain dedicated, and may require that the rights of any utility existing before the vacation not be affected by the vacation.

H. *Filing:* The City Commission's decision shall be filed in the records of the County Clerk of Sierra County by the applicant who shall also pay all required fees. When a vacation is approved, The County Clerk shall mark the final plat with the words "vacated" and shall refer on the final plat to the volume and page on which the statement of vacation is recorded. When a plat is partially vacated, both the City Commission's decision and the plat showing the partial vacation shall be filed in the records of the County Clerk of Sierra County. The County Clerk shall mark the final plat with the words "partially vacated" and shall refer on the final plat to both the volume and page on which the statement of vacation is filed, and the volume and page of the plat showing the area vacated.

(Ord. No. 555, 5-23-06)

From: sierracountytitle@windstream.net
To: Alvarez, Traci; jrubin@zianet.com; "Michael Huston"; Whitehead, Gary
Subject: W. Austin Vacation
Date: Thursday, May 7, 2026 5:19:07 PM
Attachments: 124_2679.pdf
124_2679--Altered.pdf
Easement.pdf
Alco Deed.pdf
Kamin Deed.pdf
Vores Deed.pdf
Easement to City.pdf

All,

Good afternoon. Attached please find the following:

1. Survey;
2. Same Survey with easement circled in red;
3. A proposed easement;
4. The Deed to Alco;
5. The Deed to Kamin;
6. The Deed to Vores; and
7. An Easement granted to the City in 1998.

I have spoken with Mr. Huston, and it has been relayed to me there are concerns relating to access to the property owned by Patricia Vores, the Cielo Vista RV Park property.

The story begins back in 1998. At that time, the RV Park and portions of the Tract Supply property were under common ownership. When the Tractor Supply portion was sold in 1998, an access easement was reserved for the RV Park (see Alco Deed & Surveys). However, since that easement lies within the unvacated street, its reservation was quite likely invalid. This, frankly, is likely the result of poor title work on the part of the title company that closed the 1998 transaction.

As I have mentioned on multiple occasions, my goal is to clear title to the Tract Supply property and to put everyone (Ms. Vores, Kamin, and the City) in the positions in which they thought they were.

To that end, I prepared the attached proposed easement for Kamin to execute once the vacation issue is resolved. Weeks ago, I sent the proposed easement to Kamin and its counsel, and the easement was approved. Further, Kamin has already agreed to execute the easement upon completion of the vacation. In fact, when I sent the easement, I was asked by Kamin's principal whether I wanted her to execute the easement at that time to which I responded in the negative because Kamin does not yet own the property. Once the vacation process is completed, then an authorized representative of Kamin will execute the easement and mail it back to us. We will record it and pay the recording fees.

I met with Ms. Vores three or four weeks ago and explained the situation to her. I was under the impression she was on board. I gave her a copy of the attached proposed easement and advised her to seek the advice of independent, legal counsel. Also, at that meeting, she agreed to execute a

quitclaim deed to Kamin for any portion of the vacated street she may receive.

In order to put everyone in the positions in which they thought they were, the following would need to occur:

1. The city vacates the street reserving unto itself any portion of the subject property described in the Easement to the City;
2. The city quitclaims the property to the applicable owners as set forth in the governing statute(s);
3. Ms. Vores quitclaims any interest she may have in the vacated street to Kamin;
4. Kamin executes the proposed easement to Ms. Vores.

The above accomplishes the intent of the 1998 transaction. To proceed in any other manner would represent a windfall to the City and Ms. Vores to the detriment of Kamin.

Including the 1998 sale, this property has been conveyed 4 times: 1998, 2015, 2018, and 2022. This issue should have be discovered and addressed by other title companies well before we closed the 2022 sale during which we were directed by our underwriter to insure over the problem, much to my annoyance.

Please let me know if you have any other questions and/or comments, and have a pleasant day.

Josh

P.S. In order to save time, I did not proofread this email; as such, please pardon any spelling, grammatical, and/or typographical errors.

Boundary Survey
and
ALTA/ACSM Land Title Survey
for
Tract of Land
Comprised of Portions of Lots 1 thru 11, Block 15 Less Highway, Palomas Hot Springs Townsite and a Tract adjacent to Lots 1 thru 11, Block 15
within NW1/4 of Section 4, T 14 S, R 4 W, NMPM

City of Truth or Consequences
Sierra County, New Mexico
January 2015

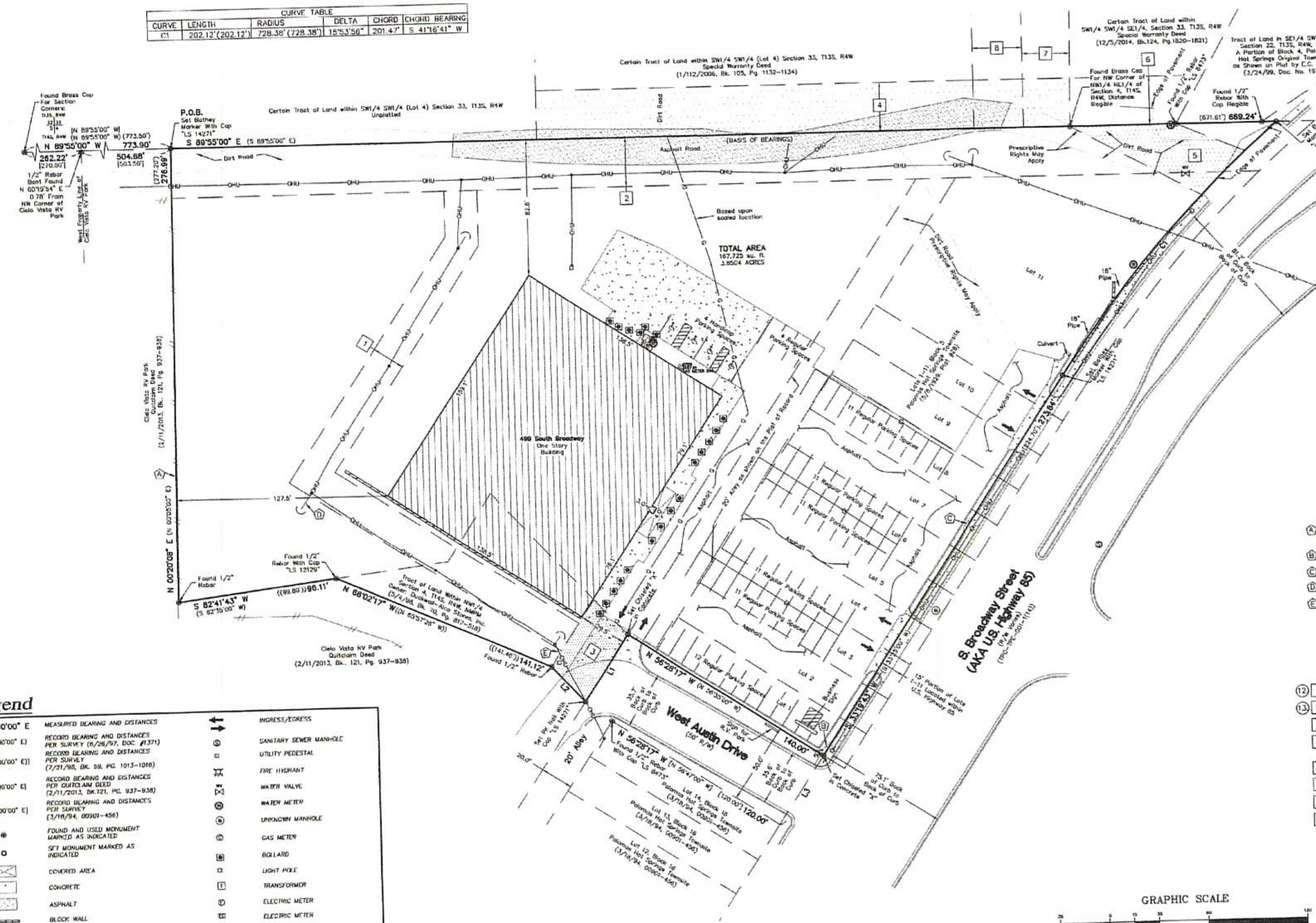
Book 124
Page 2679

SLIDE #463 RECORDED 1/15/2015
BK 124 PAGE 2578-2579
2 MYLARS PAGE 2 OF 2

BOUNDARY SURVEY & ALTA/ACSM
DUCKWALL-ALCO STORES INC

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.40' ((48.40'))	S 33°19'43" W ((S 33°24'00" W))
L2	29.83' ((29.90'))	N 41°51'43" W ((N 42°18'00" W))
L3	50.00'	S 33°19'43" W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	202.12'(202.12')	728.38'(728.38')	15°53'56"	201.47'	S 41°16'41" W



Apparent Encroachment Notes

(A) FENCE INTO ADJOINER'S PROPERTY BY AS MUCH AS 0.66' FEET, OWNERSHIP APPEARS TO BE THE ADJOINER PROPERTY.

(B) SIDEWALK INTO SUBJECT PROPERTY BY AS MUCH AS 2.16 FEET.

(C) SIDEWALK INTO SUBJECT PROPERTY BY AS MUCH AS 1.75 FEET.

(D) ANCHOR OUTSIDE OF EASEMENT BY 9.42 FEET.

(E) OVERHEAD UTILITIES OUTSIDE OF EASEMENT BY AS MUCH AS 11.42 FEET.

Easement Notes

(12) [1] 20' UTILITY EASEMENT (7/21/98, BK. 59, PG. 1013-1016)

(13) [2] 30' UTILITY AND DRAINAGE EASEMENT (7/21/98, BK. 59, PG. 1013-1016)

[3] NON-EXCLUSIVE ACCESS EASEMENT (5/4/98, BK. 70, PG. 517-518) SHOWN HEREON AS

[4] 30' ROADWAY AND ACCESS EASEMENT AKA "CLARK EASEMENT" (9/25/98, BK. 71, PG. 271-272) SHOWN HEREON AS

[5] INGRESS AND ACCESS EASEMENT (3/18/75, BK. 38, PG. 319-321) SHOWN HEREON AS

[6] 30' INGRESS AND ACCESS EASEMENT (3/18/75, BK. 38, PG. 319-321)

[7] 30' UTILITY EASEMENT (7/3/85, BK.53, PG. 893-895)

[8] 60' ROAD EASEMENT (10/10/1986, BK. 10, PG. 221-222)

Legend

N 90°00'00" E	MEASURED BEARING AND DISTANCES		INGRESS/EGRESS
(N 90°00'00" E)	RECORD BEARING AND DISTANCES PER SURVEY (6/26/97, DOC. #1371)		SANITARY SEWER MANHOLE
((N 90°00'00" E))	RECORD BEARING AND DISTANCES PER SURVEY (7/21/98, BK. 59, PG. 1013-1016)		UTILITY PEDESTAL
[N 90°00'00" E]	RECORD BEARING AND DISTANCES PER QUITCLAIM DEED (2/11/2013, BK.121, PG. 937-938)		FIRE HYDRANT
[N 90°00'00" E]	RECORD BEARING AND DISTANCES PER SURVEY (3/18/94, 00901-456)		WATER VALVE
	FOUND AND USED MONUMENT MARKED AS INDICATED		WATER METER
	SET MONUMENT MARKED AS INDICATED		UNKNOWN MANHOLE
	COVERED AREA		GAS METER
	CONCRETE		BOLLARD
	ASPHALT		LIGHT POLE
	BLOCK WALL		TRANSFORMER
—//—	WOODEN FENCE		ELECTRIC METER
—OHU—	OVERHEAD UTILITY LINE		ELECTRIC METER
	UTILITY POLE	— G —	UNDERGROUND GAS LINE (SCALED IN FROM SURVEY PLAT LISTED IN EXCEPTION 14)
	ANCHOR		

STATE OF NEW MEXICO } SS
County of Sierra
I HEREBY CERTIFY that this instrument was filed for record on the 15th day of Jan A.D. 2015 at 4:43 o'clock P M. and duly recorded in book 124 page 2678-2679
Fee $ 25.00
Connie Greer
County Clerk, Sierra County, N.Mex.
By [signature] Deputy

CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244

SLIDE #463 RECORDED 1/15/2015
BK 124 PAGE 2678 2679
2 MYLARS PAGE 2 OF 2

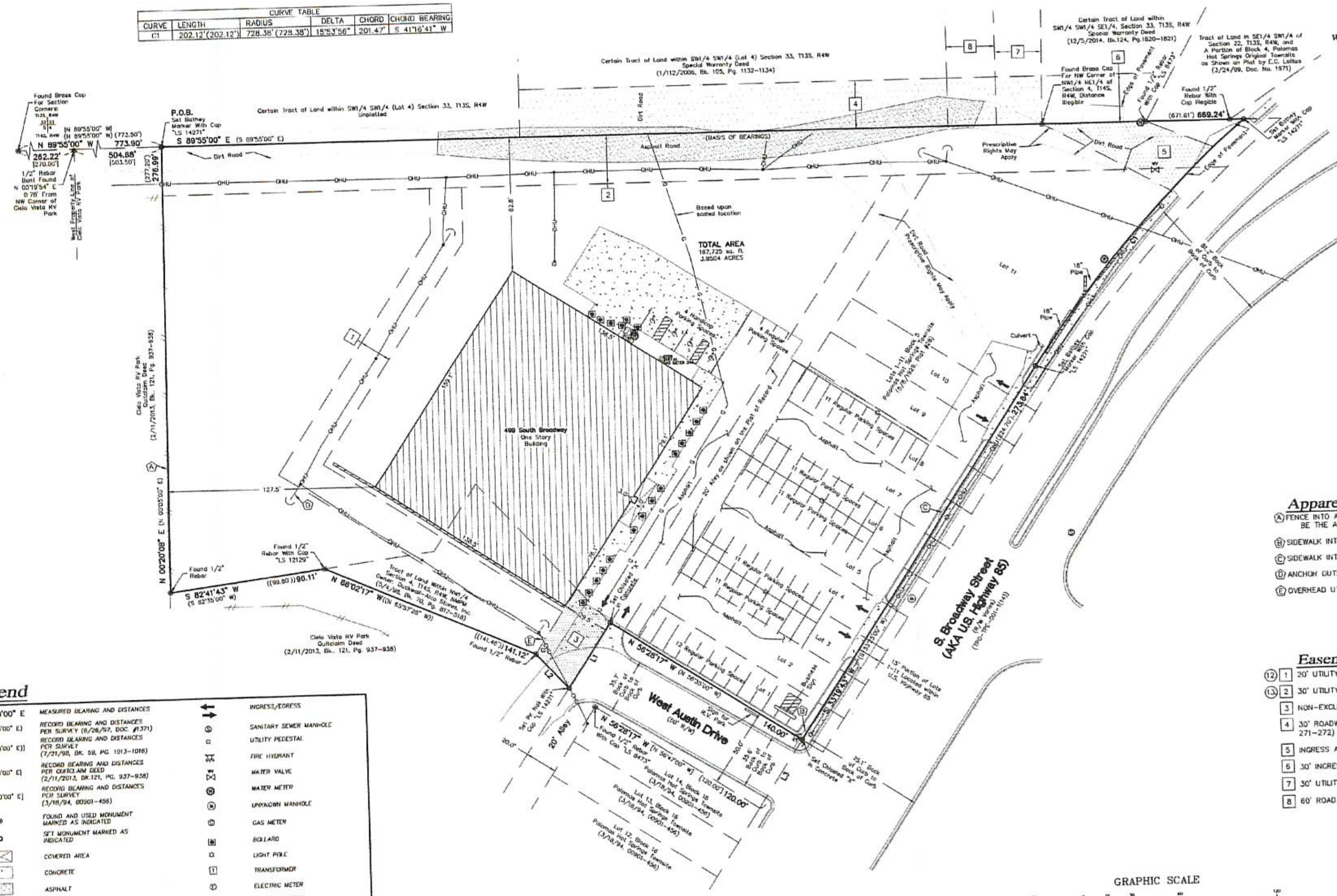
Boundary Survey
and
ALTA/ACSM Land Title Survey
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Tract of Land
Comprised of Portions of Lots 1 thru 11, Block 15 Less Highway, Palomas Hot Springs Townsite and a Tract adjacent to Lots 1 thru 11, Block 15
within NW1/4 of Section 4, T 14 S, R 4 W, NMPM

City of Truth or Consequences
Sierra County, New Mexico
January 2015

Book 124
Page 2679

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STATE OF NEW MEXICO } SS
County of Sierra
I HEREBY CERTIFY that this instrument was filed for record on the 15th day of Jan A.D. 2015 at 4:43 o'clock P. M. and duly recorded in book 124 page 2678-2679
Fee 25.00
Connie Bruss
County Clerk, Sierra County, N.Mex

Legend

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—OHU—	OVERHEAD UTILITY LINE		ELECTRIC METER
	UTILITY POLE	— G —	UNDERGROUND GAS LINE (SCALED IN FROM SURVEY PLAT LISTED IN EXCEPTION 14)
	ANCHOR		

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244

Sheet 2 of 2

EASEMENT

This Easement Agreement ("Agreement") is entered into on this ___ day of _____, 2026, by and between Daniel G. Kamin New Mexico LLC, a Delaware limited liability company, ("Grantor"), and Patricia M. Vores, a single woman, ("Grantee").

Grantor is the owner of the real property described in Book 138 at Pages 3575-3579 of the records of the Sierra County Clerk, New Mexico ("Grantor's Property"). Grantee is the owner of the fee simple real property described in Book 101 at Pages 2758-2759 of the records of the Sierra County Clerk, New Mexico ("Grantees' Property").

Grantor hereby grants to Grantee, her successors and assigns, a perpetual and non-exclusive easement ("Easement") to enter the portion of Grantor's Property described in Exhibit "A" attached hereto and made a part hereof for the purpose of access, ingress, and egress for vehicular and pedestrian traffic to and from Grantee's Property. The Easement shall benefit Grantee's Property and shall run with the land.

Grantee shall be responsible for maintaining the Easement in good condition, including any necessary repairs or improvements.

The Easement shall be used solely for the purpose of access, ingress, and egress to and from Grantee's Property.

Grantee agrees to indemnify and hold harmless Grantor from any claims, damages, or liabilities arising out of Grantee's use of the Easement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

Daniel G. Kamin New Mexico LLC,
a Delaware limited liability company

_____

By:_____,

Its_____

GRANTEE:

_____
Patricia M. Vores

[Acknowledgments on following page.]

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of Daniel G. Kamin New Mexico LLC, a Delaware limited liability company, for and on behalf of said limited liability company.

_____
Notary Public
My commission expires: (seal)

_____

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2026, by Patricia M. Vores, single woman.

_____
Notary Public
My commission expires: (seal)

_____

WARRANTY DEED

WARRANTY DEED BOOK 70
PAGE 517

Cielo Vista Partners,
for consideration paid, grant to

Duckwall-Alco Stores, Inc.,
whose address is 401 Cottage, Abilene KS 67410

the following described real estate in Sierra County, New Mexico:

A tract of land situate in the NW1/4 of Section 4, Township 14 South, Range 4 West, NMPM located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

beginning at the northernmost corner of this tract, a 1/2'' rebar w/survcap #541 found, whence the NW corner of Section 4, Township 14 South, Range 4 West, bears N. 77°19'38'' W, a distance of 987.41 feet;

thence, S. 42°18'00'' E, a distance of 119.90 feet to a 1/2'' rebar w/survcap #541 found, the easternmost corner of this tract, a point on the north right-of-way of West Austin Drive;

thence, along said right-of-way, S. 33°24'00'' W, a distance of 48.40 feet to the southernmost corner of this tract;

thence, N. 42°18'00'' W, a distance of 29.90 feet to a 1/2'' rebar w/survcap #12129 set for an angle point in this tract;

thence, N. 65°57'28'' W, a distance of 141.46 feet to a 1/2'' rebar w/survcap #12129 set, the westernmost corner of this tract;

thence, N. 82°35'00'' E, a distance of 69.20 feet to a 1/2'' rebar found for an angle point in this tract;

thence, N. 33°24'00'' E, a distance of 48.40 feet to the point of beginning.

GRANTOR RESERVES THE RIGHT FOR A NON-EXCLUSIVE ACCESS EASEMENT FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN TRAFFIC ACROSS THE FOLLOWING DESCRIBED TRACT;

A tract of land situate in the NW1/4 of Section 4, Township 14 South, Range 4 West, NMPM, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit,

Beginning at the NW corner of Section 4, Township 14 South, Range 4 West;

Thence S. 77 degrees 19'38''E., a distance of 987.41 feet;

Thence S. 42 degrees 18'00''E., a distance of 90.00 feet to the point of beginning of beginning of this tract;

Thence S. 42 degrees 18'00''E., a distance of 29.90 feet to 1/2" rebar w/survcap #541 found, the easternmost corner of this tract, a point on the north right of way of West Austin Drive;

Thence along said right of way, S. 33 degrees 24'00''W., a distance of 48.40 feet to the southernmost corner of this tract;

Thence N. 42 degrees 18'00''W., a distance of 29.90 feet to a 1/2" rebar w/survcap #12129 set, the westernmost corner of this tract;

Thence N. 33 degrees 24'00''E., a distance of 48.40 feet to the point of beginning.

SUBJECT TO easements, covenants, and restrictions of record.

with warranty covenants.

Witness my/our hand(s) and seal(s) this 1st day of May, 1998.

_____ (seal) _____ (seal)
Cielo Vista Partners

_____ (seal) _____ (seal)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
COUNTY OF SIERRA)

The foregoing instrument was acknowledged before me this 1st day of May 1998, by Cielo Vista Partners.

My Commission Expires: 08-01-99
(seal)

_____
Notary Public

STATE OF NEW MEXICO }
County of Sierra } ss
I HEREBY CERTIFY that this instrument was filed for record on the 4th day of May A.D., 1998 at 11:53 o'clock A. M. and duly recorded in book 70 page 517-518 of Warranty Deed records.
Fees $ 9.00
_____
County Clerk, Sierra County, N. Mex.
_____
Deputy

courtesy of EKMAR ABSTRACT & TITLE

Return To:
First American Title Insurance Company
National Commercial Services
2425 E. Camelback Rd. Suite 300
Phoenix, AZ 85016

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202201559
Book 138 Page 3575
1 of 5
06/08/2022 03:34:27 PM
BY EILEEN

SPECIAL WARRANTY DEED

Karl's Midvale, L.L.C., an Arizona limited liability company ("Grantor")

for consideration paid, grant to

Daniel G. Kamin New Mexico LLC, a Delaware limited liability company ("Grantee"), whose address is 490 South Highland Avenue, Pittsburgh, Pennsylvania 15206

the following described real estate in Sierra County, New Mexico:

SEE ATTACHED EXHIBIT "A" WHICH IS MADE A PART HEREOF

with special warranty covenants.

SUBJECT TO only those matters identified in EXHIBIT "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this document on the date set forth below.

Dated: June 3, 2022

Karl's Midvale, L.L.C.

By: _____
Raymond J. Lopez, as manager

State of Arizona
County of Pima

This instrument was acknowledged before me on this 3 day of June, 2022, by Raymond J. Lopez, as manager of Karl's Midvale, L.L.C., an Arizona limited liability company, for and on behalf of said limited liability company

_____
Notary Public
My Commission Expires: Sep. 29 2022

DEANNA KAY MONTGOMERY
Notary Public - Arizona
Pima County
Commission # 550931
My Comm. Expires Sep 20, 2022

NCS-1120112-PHX1

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202201559
Book 138 Page 3576
2 of 5
06/08/2022 03:34:27 PM
BY EILEEN

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Sierra, State of NM, and is described as follows:

Portions of Lots 1 thru 11, Block 15, entitled "Palomas Hot Springs Townsite" is the same are shown on the plat thereof filed in the office of the county clerk of Sierra County, New Mexico, on May 08, 1929, as Plat No. 28, and an adjacent tract, being a tract of land situate in NW1/4 of Section 04, Township 14 South, Range 04 West, NMPM, located in the City of Trust or Consequences, Sierra County, New Mexico: All being described by metes and bounds as follows:

Beginning at the Northwest corner of the herein described tract, marked with a Bathey marker with cap "LS 14271", whence a tie to brass cap located at the common corner of Sections 32 and 33, Township 13 South, Range 04 West, NMPM, and Sections 04 and 05, Township 14 South, Range 04 West, NMPM, bears N.89°55'00"W, a distance of 773.90 feet;

Thence, from the point of beginning, S.89°55'00"E, a distance of 669.24 feet, to the northeast corner of the herein described tract, being a point on the westerly right of way of South Broadway Street AKA U.S. Highway 85, marked with a Bathey marker with cap "LS 14271";

Thence, coinciding with said westerly right of way of South Broadway Street, the following two courses: 202.12 feet along a curve, non-tangent to the previous course, having a radius of 728.38 feet, a delta of 15°53'56", a chord of S41°16'41"W, a distance of 201.47 feet, to a point of tangency, marked with a Bathey marker with cap "LS 14271"; S33°19'43"W, a distance of 273.84 feet, to the southeast corner of the herein described tract, also being a point on the northerly right of way of west Austin Drive, marked with a chiseled "X" in concrete;

Thence, leaving the westerly right of way of South Broadway Street and coinciding with the northerly right of way of Austin Drive, N56°28'17"W, a distance of 140.00 feet, marked with a chiseled "X" in concrete;

Thence, leaving the northerly right of way of Austin Drive, S33°19'43"W, a distance of 48.40 feet, marked with a PK Nail with cap "LS 14271";

Thence, N41°51'43"W, a distance of 29.83 feet, to an angle point, marked with a 1/2" rebar;

Thence, N66°02'17"W, a distance of 141.12 feet, to an angle point, marked with a 1/2" rebar with cap "LS 12129";

Thence, S82°41'13"W, a distance of 96.11 feet, to the Southwest corner of the herein described tract, marked with a 1/2" rebar;

Thence N00°20'08"E, a distance of 276.99 feet.

File No. 073806 Policy No. Pro Forma

SCHEDULE B
Policy Number: Pro Forma
EXCEPTIONS FROM COVERAGE

In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American land title association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured. [6-16-86, 3-1-90, 6-1-97, 6-1-98; 13.14.5.9 NMAC – Rn, 13 NMAC 14.5.9, 6-15-00; A, 8-29-03]

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year 2022 and thereafter, not yet due and payable.
8. [Intentionally Omitted.]

SPECIFIC EXCEPTIONS

9. Title to all the oil, gas and other minerals in, on or under, and that may be produced from the land, together with all rights, privileges, and immunities relating thereto heretofore reserved unto and conveyed by predecessors in title; and the right and liens of any assessing water or utility district, body, or unit, including the Elephant Butte Irrigation District.
10. [Intentionally Omitted.]
11. That certain Right of Way from Tom M. Hobbs & C. E. Henson, to the Mountain State Telephone and Telegraph Co., filed for record on May 27, 1932, in Miscellaneous Book E at Pages 85-86, in the Office of the Sierra County Clerk, New Mexico.
12. That certain Easement by and between Marie Moore, formerly Marie Zumwalt, and Harry Moore, her husband, and Robbie J. Clark and Clemmie A. Clark, his wife, filed for record on September 18, 1959, in Miscellaneous Book N at Pages 293-294, in the Office of the Sierra County Clerk, New Mexico.
13. Those certain easements referenced in that certain that certain Warranty Deed filed in Warranty Deed Book 38 at Pages 319-321, in the Office of the Sierra County Clerk, New Mexico.
14. That certain easement referenced in that certain Warranty Deed from Cielo Vista Partners, to Duckwall-Alco Stores, Inc., filed for record on May 4, 1998, in Warranty Deed Book 70 at Pages 517-518, in the Office of the Sierra County Clerk, New Mexico.

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202201559
Book 138 Page 3577
3 of 5
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BY EILEEN

15. That certain Easement dated April 29, 1998, by and between Duckwall-ALCO Stores, Inc., a Kansas Corporation, to The City of Truth or Consequences, a New Mexico Municipal Corporation, filed for record on May 4, 1998, in Miscellaneous Book 59 at Pages 386-390, in the Office of the Sierra County Clerk, New Mexico.

16. That certain Easement Agreement dated July 13, 1998, by and between Duckwall-Alco Stores, Inc., a Kansas Corporation, and The City of Truth or Consequences, a municipal corporation, filed for record on July 21, 1998, in Miscellaneous Book 59 at Pages 1013-1016, in the Office of the Sierra County Clerk, New Mexico.

17. That certain lease, and all terms, provisions, covenants, and restrictions contained therein, as evidenced by that certain Memorandum of lease dated August 28, 2015, by and between Lucky Turtle, LLC, a New Mexico limited liability company, and Tractor Supply Company, a Delaware corporation, filed for record on September 8, 2015, in Book 125 at Pages 2143-2149, in the Office of the Sierra County Clerk, New Mexico.

18. That certain Memorandum of lease dated August 28, 2015, by and between Lucky Turtle, LLC, a New Mexico limited liability company, and Tractor Supply Company, a Delaware corporation, filed for record on September 8, 2015, in Book 125 at Pages 2143-2149, in the Office of the Sierra County Clerk, New Mexico.

19. That certain New Mexico Gas Company Easement dated October 6, 2015, by and between Lucky Turtle, LLC, a New Mexico limited liability company, and New Mexico Gas Company, Inc., a Delaware corporation, filed for record on October 8, 2015, in Book 125 at Pages 2850-2853, in the Office of the Sierra County Clerk, New Mexico.

20. Rights of the City of Truth or Consequences and/or the public to the use of road, streets, and alleys embraced within the Land described on Schedule A hereof.

21. 8 inch water main, and any easement(s), license(s), and/or rights of way relating thereto, as referenced by that certain unrecorded Plat of Property belonging Leslie C. Smith dated May 1974, prepared by Raymond L. Senn.

22. Overhead utility lines, utility poles, anchors, sanitary sewer lines, sanitary sewer manholes, utility pedestals, fire hydrants, water lines, water valves, water meters, unknown man holes and the lines relating thereto, underground gas lines, gas meters, light poles, transformers, electric meters, 16" pipes, and all easement(s), license(s), and/or right(s)-of-way relating to any of the aforementioned, all as referenced by that certain ALTA/ACSM Land Title Survey, dated January 14, 2015, performed by Cartesian Surveys, Inc., filed for record on January 15, 2015, in Book 124 at Pages 2678-2679, in the Office of the Sierra County Clerk, New Mexico.

23. Fences into/onto adjoining properties from subject property; fences into/onto subject property from adjoining properties; fences on property lines; sidewalk into/onto subject property from S. Broadway Street right-of-way; anchors outside of easements; overhead utilities outside of easements; 18" pipes into/onto S Broadway Street right-of-way; 16" pipes into/onto subject property from S Broadway Street right-of-way; block walls into/onto S Broadway Street right-of-way; areas where prescriptive rights may apply; dirt and asphalt roads, and any easement(s), license(s), and/or right(s)-of-way relating to either of the aforementioned; dirt and asphalt roads into/onto subject property from adjoining properties; dirt and asphalt roads into/onto adjoining property from subject property; and 20' alley, all as referenced by that certain ALTA/ACSM Land Title Survey, dated January 14, 2015, performed by Cartesian Surveys, Inc., filed for record on January 15, 2015, in Book 124 at Pages 2678-2679, in the Office of the Sierra County Clerk, New Mexico.

24. Rights of tenants or other occupants under leases, rental agreements, or any other occupancy agreements whether recorded or unrecorded.

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202201559
Book 138 Page 3578
4 of 5
06/08/2022 03:34:27 PM
BY EILEEN

25. 30' wide road easements and road easement #4 as referenced by that certain Plat of Survey of the adjacent property dated October 10, 2000, performed by Loftus & Co. Land Surveyors, as Job No. 236-00, filed for on October 26, 2000, in Plat of Survey Book 1 at Pages 2473-2474, in the Office of the Sierra County Clerk, New Mexico.
26. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. 499a et seq.) or the Packers and Stockyards Act (7 U.S.C. 181 et seq.) or under similar state laws.
27. Exception Number 1 is hereby deleted.
28. Exception Number 4 is hereby deleted.



SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202201559
Book 138 Page 3579
5 of 5
06/08/2022 03:34:27 PM
BY EILEEN

Book 101
Page 2758

QUITCLAIM DEED

CLINTON E. VORES and PATRICIA M. VORES, as joint tenants, for consideration paid, hereby quitclaim to **PATRICIA M. VORES,** as her sole and separate property, the following-described real estate located in Sierra County, New Mexico:

SEE ATTACHMENT A

More commonly known as Cielo Vista RV Park, 501 S. Broadway, Truth or Consequences, New Mexico 87901.

WITNESS our hands and seals this 7 Day of September, 2004.

Clinton E. Vores
CLINTON E. VORES

Patricia M. Vores
PATRICIA M. VORES

STATE OF NEW MEXICO)
:ss
County of Sierra)

The foregoing instrument was acknowledged before me this 7 Day of September, 2004 by Clinton E. Vores.

Notary Public

My Commission Expires:
6/26/08

STATE OF NEW MEXICO)
:ss
County of Doña Ana)

The foregoing instrument was acknowledged before me this 7 Day of September, 2004 by Patricia M. Vores.

Notary Public

My Commission Expires:
6/26/08

Book 101
Page 2759

EXHIBIT A

A certain Tract of land situate within the Northwest one-quarter of Section 4, Township 14 South, Range 4 West, NMPM, City of Truth or Consequences, Sierra County, New Mexico, and being more particularly described as follows, to-wit:

Beginning at the NORTHWEST CORNER of the tract herein described, a point on the north section line of said section 4, Whence the northwest section corner of said section 4 bears N. 89°55'00" W., 270.00 feet;

Thence from said point of beginning, along the section line, S. 89°55'00" E., 503.50 feet;
Thence leaving the section line, S. 00°05'00" W., 277.20 feet;
Thence N. 82°35'00" E., 95.80 feet;
Thence S. 65°57'28" E., 141.46 feet to easement point 2;
Thence S. 42°18'00" E., 29.90 feet to easement point 1;
Thence S. 33°24'00" W., 371.60 feet;
Thence N. 56°36'00" W., 140.00 feet;
Thence S. 33°24'00" W., 101.14 feet;
Thence S. 00°06'00" E., 164.80 feet;
Thence S. 89°54'00" W., 229.11 feet;
Thence N. 00°06'00" W., 310.26 feet;
Thence S. 89°54'00" W., 140.00 feet;
Thence N. 00°06'00" W., 518.10 feet to the point of beginning.

The above described tract is subject to easements and restrictions of recording the following described access easement reserved in Warranty Deed Book 70, Page 517:

Beginning at easement point 1, as described above;
Thence N.42°18'00" W., 29.90 feet to easement point 2;
Thence N.33°24'00" E., 48.40 feet to easement point 3;
Thence S.42°18'00" E., 29.90 feet to easement point 4, a point on the north r/w of West Austin Drive;
Thence crossing Austin Drive, S.33°24'00" W., 48.40 feet to easement point 1 and containing 0.032 acres..

STATE OF NEW MEXICO } SS
County of Sierra }

I HEREBY CERTIFY that this instrument was filed for record on the 8th day of Sept A.D., 2004 at 3:11 o'clock P M. and duly recorded in book 101 page 2758 - 2759
Fee $ 11.00
Janice A. Sanchez
County Clerk, Sierra County, New Mex.
By Frances Deputy

Miscellaneous Book 59
Page 1013

EASEMENT AGREEMENT

This Indenture made and entered into this 13th day of July, 1998, by and between Duckwall-Alco Stores, Inc., a Kansas corporation hereinafter referred to as "Grantor" and The City of Truth or Consequences, a municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, the Grantor is the fee simple owner of certain real estate situated in the City of Truth or Consequences, Sierra County, New Mexico, and

WHEREAS, Grantee is desirous of obtaining an easement across and through the real estate owned by Grantor and,

WHEREAS, Grantor has agreed to grant said easement to the Grantee,

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, convey and confirm unto the Grantee a strip of land twenty feet (20') in width situated in the NE1/4 of Section 4, Township 14 South, Range 4 West, NMPM, in the City of Truth or Consequences, New Mexico and more particularly described in Exhibit A, and depicted on Exhibit B, which are attached hereto and incorporated herein by reference.

The above and foregoing Easement is hereby conveyed to the Grantee for the purpose of constructing, maintaining and operating thereon and thereover, electric power transmission lines and telephone lines. Grantee agrees to keep, maintain and repair the Easement.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

"GRANTOR"

Duckwall-Alco Stores, Inc.

by: _____

"GRANTEE"

The City of Truth or Consequences

by: _____

STATE OF KANSAS)
) SS:
COUNTY OF DICKINSON)

On this 10th day of July, 1998, before me, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Richard Kent, to me personally well known, who stated that he is Vice President of Duckwall-Alco Stores, Inc., a corporation organized and doing business under the laws of the State of Kansas, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of July, 1998.

Dorean J. Rufener
Notary Public

My commission expires: DOREAN J. RUFENER Notary Public State of Kansas My Appt. Expires 1-4-01

STATE OF NEW MEXICO)
) SS:
COUNTY OF SIERRA)

On this 13th day of July, 1998, before me, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Evelyn B. Peaford to me personally well known, who stated that she is Manager of The City of Truth or Consequences, a municipal corporation organized and doing business under the laws of the State of New Mexico, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of July, 1998.

Angela Ann
Notary Public

My commission expires: 9-22-98

P.O. Box 629
Elephant Butte, New Mexico 87935
(505) 744-5773

May 20, 1998

LEGAL DESCRIPTION

(20' WIDE UTILITY EASEMENT)

A tract of land situate in the NE1/4 of Section 4, Township 14 South, Range 4 West, NMPM, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

beginning at an angle point in this tract, said point being on the south boundary of an existing 30' wide utility and drainage easement, whence the NW corner of Section 4, Township 14 South, Range 4 West, bears N88°05'07"W, a distance of 938.77 feet, also whence the NW corner of a 3.5375 acre tract of land, surveyed by Senn & Associates, (plat dated: January 30, 1997), bears N79°35'56"W, a distance of 167.50 feet;

thence, along said boundary, S89°55'00"E, a distance of 20.00 feet to an angle point;

thence, S00°05'00"W, a distance of 34.15 feet to an angle point;

thence, S33°25'00"W, a distance of 162.86 feet to an angle point;

thence, S56°35'00"E, a distance of 174.73 feet to an angle point;

thence, S33°24'00"W, a distance of 20.00 feet to an angle point;

thence, N56°35'00"W, a distance of 194.74 feet to an angle point;

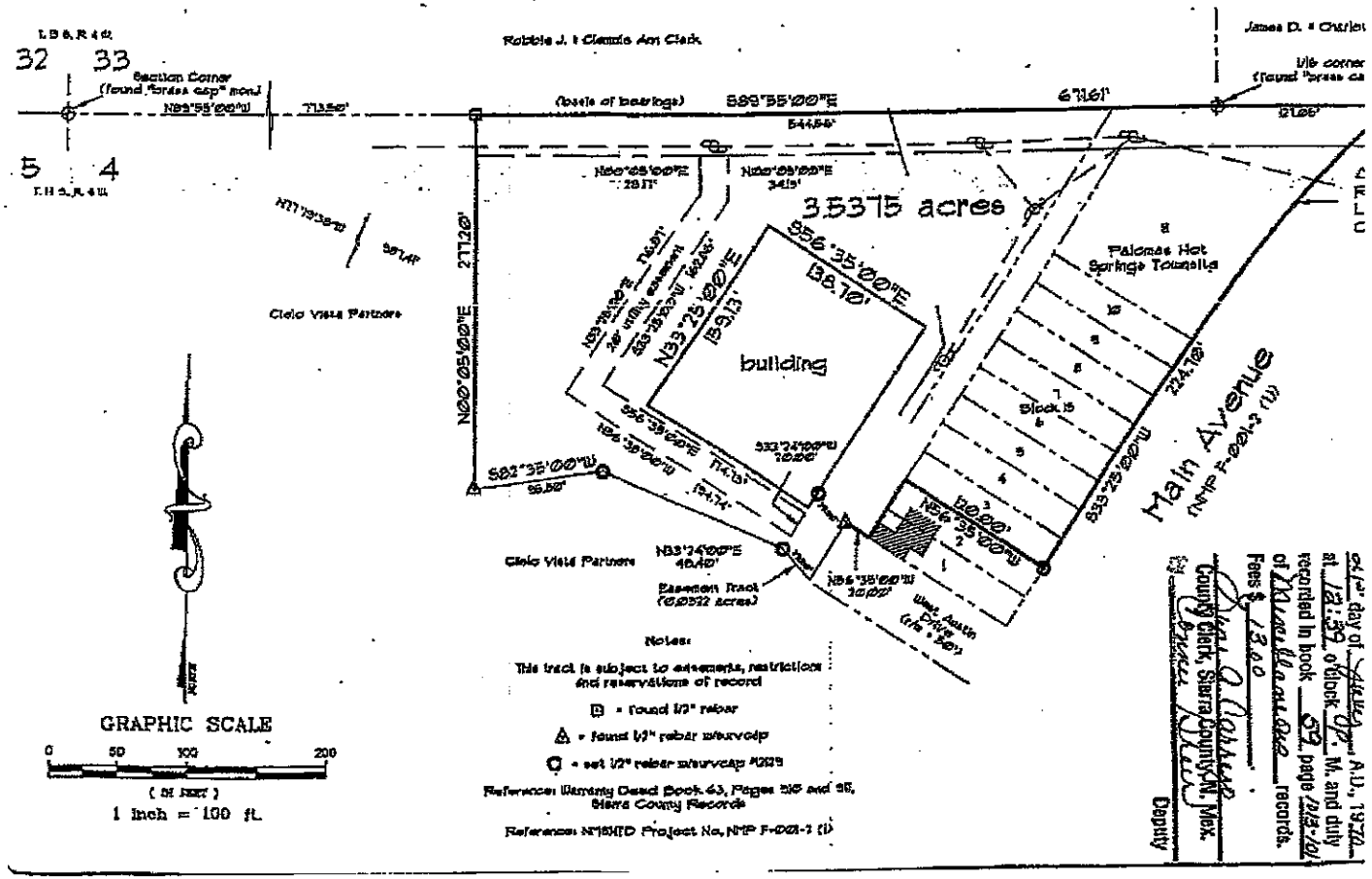
thence, N33°25'00"E, a distance of 176.87 feet to an angle point;

thence, N00°05'00"E, a distance of 28.17 feet to the place of beginning. Containing 0.177 acres, (7716 sq.ft.), more or less.

DRAWING FOR GENERAL INFORMATION ONLY ; NOT A CERTIFIED DRAWING.

PLAT OF SURVEY

of a 3.5375 acre tract of land
in the NW1/4 of Sec. 4, Tshp. 14 South, Rge. 4 West, NMPM,
in the City of Truth or Consequences, Sierra County, New Mexico



day of ..., A.D., 1974, at 12:39 o'clock P.M. and duly recorded in book 52, page 122-101 of Miscellaneous records.
Fees $ 13.00
County Clerk, Sierra County, N.M.
Deputy

CITY OF HOT SPRINGS QUITCLAIM DEED MAX HILL

THIS INDENTURE, Made the 2nd day of May in the Year of Our Lord One Thousand Nine Hundred and Forty-six, between CITY OF HOT SPRINGS, formerly Town of Hot Springs, a municipal corporation, Trustees, party of the first part, and MAX HILL the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Two Thousand Six Hundred and no/100 ($2,600.00)---DOLLARS lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged , does by these presents, demise, release and forever quitclaim, unto the said party of the second part and to his heirs and assigns all the certain lot, piece, or parcel of land situated in the County of Sierra, and State of New Mexico, and bounded and particularly described as follows, to-wit:

Lots Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20) in Block numbered Forty-three (43) of the ORIGINAL HOT SPRINGS TOWNSITE, of Hot Springs, New Mexico.

This deed is given under authority of an Order of the District Court of Sierra County, New Mexico, in Cause No. 3090 - Civil. This Order authorized the Town of Hot Springs, which is now the City of Hot Springs, a municipal corporation, to sell to the above grantee the title to the above described property which it acquired as Trustee under the Special Master's Deed heretofore made to it in the above Cause No. 3090. - Civil in the District Court of Sierra County, New Mexico.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the said part... of the second part, and to.... heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

ATTEST Billye M. Allen
City Clerk
(Seal)

CITY OF HOT SPRINGS, formerly Town of Hot Springs, a municipal corporation, Trustee
By J. G. Mims (Seal)
Mayor

APPROVED
Albert R. Keal
District Judge

ACKNOWLEDGMENT

STATE OF NEW MEXICO, County of Sierra.ss

On this 2 day of May, 1946, before me personally appeared J. G. Mims, to me personally known, who being by me duly sworn, did say that he is Mayor of City of Hot Springs, Trustee, a municipal corporation organized under the laws of the State of New Mexico, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation, by authority of its board of --------, and said .....acknowledged said instrument to be the free act and deed of said municipal corporation as Trustee.
(Seal) Witness my hand and seal on this the day and year first above written.

Rafael S Tafoya, Notary Public
Sierra County, New Mexico

My commission expires Jany 26, 1947

STATE OF NEW MEXICO, County of Sierra. ss.

I hereby certify that this instrument was filed for record on the 3 day of May, A.D. 1946 at 9 o'clock A.M., and was duly recorded in book F of Records of Deeds and Conveyances, page 162.

(Seal) Mrs. Jennie Martin, Probate Clerk and Ex-Officio Recorder
By Rafael S Tafoya, Deputy

//

H. P. ZUMWALT, etal QUITCLAIM DEED THE CITY OF HOT SPRINGS NEW MEXICO

THIS INDENTURE, Made the 23rd day of April in the Year of Our Lord One Thousand Nine Hundred and Forty Six, between H. P. Zumwalt and his wife Marie A. Hobbs Zymwalt, and W. E' Reeves and his wife Florence M. Reeves, parties of the first part, and The City of Hot Springs New Mexico the parti of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One or More DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents, demise, release and forever quitclaim, unto the said partie of the second part and to its heris and assigns all the certain lot, piece, or parcel of land situated in the County of Sierra, and State of New Mexico, and bounded and particularly described as follows, to-wit:

A parcel of land for the extension of West Austin Street in Palomas Hot Hot Springs Townsite Hot Springs New Mexico, Starting at the northwest corner Block 16, Thence Northwesterly at right angles to the west line of said block 16 a distance 20 ft. Which is the point of beginning of this parcel of land, Thence North 42°32' west a distance of 120 ft. Thence North 33°19' east distance 50 ft. Thence South 42°32' east distance 120 ft. Thence South 33°19' west distance 50 ft. to the point of beginning. This parcel of land deeded for street purposes only.

Together with all and singular the tenements, hereditaments and appurtenance thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the said partie of the second part, and to its heris and assigns forever.

M802121

IN WITNESS WHEREOF, the said parties of the first part have hereunto se their hands and seals the day and year first above written.
Signed, Sealed and Delivered in the Presence of.
(Seal)

H. P. Zumwalt (Seal)
Marie A. Hobbs Sumwalt (Seal)
W. E. Reeves (Seal)
Florence M. Reeves

Approved by J. G. Mims
Mayor of the City of Hot Springs
ATTEST: Billye M. Allen
(Seal) City Clerk

STATE OF NEW MEXICO, County of Sierra. ss.

On this 23rd day of April, 1946, before me personally appeared H. P. Zumwalt and his wife Marie A. Hobbs Zumwalt and W. E. Reeves and his wife Florence M. Reeves to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.
(Seal) Witness my hand and seal the day and year last above written.
My commission expires Dec. 29, 1948 C E Benson, Notary Public

STATE OF NEW MEXICO, County of Sierra. ss.

I hereby certify that this instrument was filed for record on the 8 day of May, A.D. 1946, at 11 o'clock A.M., and was duly recorded in Book F of Records of Deeds and Conveyances, Page 102,103.
(Seal) Mrs. Jennie Martin, Probate Clerk and Ex-Officio Recorder.
Rafael S. Tafoya, Deputy

//

MABEL DARR, et vir QUITCLAIM DEED J. R. POINDEXTER

VB

THIS INDENTURE, Made this 30th day of Apri, A.D., 1946 between Mabel Darr, and W. A. Darr, her husband, of the first part and J. R. Poindexter, of the second part.

WITNESSETH, That the said parties of the first part, hereinbefore named, for and in consideration of the sum of TEN ($10.00) Dollars lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, conveyed, released and quitclaim and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said party of the second part his heirs and assigns forever, all of the following described lots or parcels of land and real estate situate, lying and being in the Town of Hot Springs County of Sierra and State of New Mexico, to-wit:

Commencing at the Southwest corner of Block 5 of the La Vista addition, formerly Bullen addition, to the Town of Hot Springs, thence North 150 feet, thence East 150 feet, thence South 150 feet, thence West 150 feet, to the point of beginning, containing 22,500 square feet.

This deed is given to confirm that certain deed under date of June 28, 1937, between same parties herein, in which said property was described as Lot 1 of Block 5 of the La Vista addition to the Town of Hot Springs, New Mexico

together with all and singular, the lands, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof; and all of the estate right, title, interest, claim and demand whatsoever of said parties of the first part, either in law or in- equity, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD, The said premises above bargained and described with the appurtenances unto the said party of the second part his heirs and assigns forever.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year above written.

Mabel Darr (L.S.)
W. A. Darr (L.S.)

STATE OF NEW MEXICO, County of Sierra. ss.

On this 30th day of April, 1946, before me personally appeared Mabel Darr and W. A. Darr, her husband, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, to the uses and purposes therein set forth.
(Seal) IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

L. V. Walz
Notary Public

My commission expires Jan 5th 1948

STATE OF NEW MEXICO, County of Sierra. ss.

I hereby certify that this instrument was filed for record on the 9th day of May, A.D. 1946, at 1 o'clock P.M. and duly recorded in Book F, at page 103 of the Record of Deeds of said county.
(Seal)

Mrs. Jennie Martin, Clerk

//

WARRANTY . DEED

WARRANTY DEED BOOK 70
PAGE 517

Cielo Vista Partners,
for consideration paid, grant to

Duckwall-Alco Stores, Inc.,
whose address is 401 Cottage, Abilene KS 67410

the following described real estate in Sierra County, New Mexico:

A tract of land situate in the NW1/4 of Section 4, Township 14 South, Range 4 West, NMPM located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

beginning at the northernmost corner of this tract, a 1/2'' rebar w/survcap #541 found, whence the NW corner of Section 4, Township 14 South, Range 4 West, bears N. 77°19'38'' W, a distance of 987.41 feet;

thence, S. 42°18'00'' E, a distance of 119.90 feet to a 1/2'' rebar w/survcap #541 found, the easternmost corner of this tract, a point on the north right-of-way of West Austin Drive;

thence, along said right-of-way, S. 33°24'00'' W, a distance of 48.40 feet to the southernmost corner of this tract;

thence, N. 42°18'00'' W, a distance of 29.90 feet to a 1/2'' rebar w/survcap #12129 set for an angle point in this tract;

thence, N. 65°57'28'' W, a distance of 141.46 feet to a 1/2'' rebar w/survcap #12129 set, the westernmost corner of this tract;

thence, N. 82°35'00'' E, a distance of 69.20 feet to a 1/2'' rebar found for an angle point in this tract;

thence, N. 33°24'00'' E, a distance of 48.40 feet to the point of beginning.

GRANTOR RESERVES THE RIGHT FOR A NON-EXCLUSIVE ACCESS EASEMENT FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN TRAFFIC ACROSS THE FOLLOWING DESCRIBED TRACT;

A tract of land situate in the NW1/4 of Section 4, Township 14 South, Range 4 West, NMPM, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit,

Beginning at the NW corner of Section 4, Township 14 South, Range 4 West;

Thence S. 77 degrees 19'38''E., a distance of 987.41 feet;

Thence S. 42 degrees 18'00''E., a distance of 90.00 feet to the point of beginning of beginning of this tract;

Thence S. 42 degrees 18'00''E., a distance of 29.90 feet to 1/2" rebar w/survcap #541 found, the easternmost corner of this tract, a point on the north right of way of West Austin Drive;

Thence along said right of way, S. 33 degrees 24'00''W., a distance of 48.40 feet to the southernmost corner of this tract;

Thence N. 42 degrees 18'00''W., a distance of 29.90 feet to a 1/2" rebar w/survcap #12129 set, the westernmost corner of this tract;

Thence N. 33 degrees 24'00''E., a distance of 48.40 feet to the point of beginning.

SUBJECT TO easements, covenants, and restrictions of record.

with warranty covenants.

Witness my/our hand(s) and seal(s) this 1st day of May, 1998.

_____ (seal) _____ (seal)
Cielo Vista Partners

_____ (seal) _____ (seal)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
COUNTY OF SIERRA)

The foregoing instrument was acknowledged before me this 1st day of May 1998, by Cielo Vista Partners.

My Commission Expires: 08-01-99

(seal)

_____
Notary Public

STATE OF NEW MEXICO }
County of Sierra } ss
I HEREBY CERTIFY that this instrument was filed for record on the 4th day of May A.D., 1998 at 11:53 o'clock A. M. and duly recorded in book 70 page 517-518 of Warranty Deed records.
Fees $ 9.00
_____
County Clerk, Sierra County, N. Mex.
_____
Deputy

courtesy of REMAR ABSTRACT & TITLE

Miscellaneous Book 59
Page 1013

EASEMENT AGREEMENT

This Indenture made and entered into this 13th day of July, 1998, by and between Duckwall-Alco Stores, Inc., a Kansas corporation hereinafter referred to as "Grantor" and The City of Truth or Consequences, a municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, the Grantor is the fee simple owner of certain real estate situated in the City of Truth or Consequences, Sierra County, New Mexico, and

WHEREAS, Grantee is desirous of obtaining an easement across and through the real estate owned by Grantor and,

WHEREAS, Grantor has agreed to grant said easement to the Grantee,

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, convey and confirm unto the Grantee a strip of land twenty feet (20') in width situated in the NE1/4 of Section 4, Township 14 South, Range 4 West, NMPM, in the City of Truth or Consequences, New Mexico and more particularly described in Exhibit A, and depicted on Exhibit B, which are attached hereto and incorporated herein by reference.

The above and foregoing Easement is hereby conveyed to the Grantee for the purpose of constructing, maintaining and operating thereon and thereover, electric power transmission lines and telephone lines. Grantee agrees to keep, maintain and repair the Easement.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

"GRANTOR"

Duckwall-Alco Stores, Inc.

by: _____

"GRANTEE"

The City of Truth or Consequences

by: _____

STATE OF KANSAS)
) SS:
COUNTY OF DICKINSON)

On this 10th day of July, 1998, before me, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Richard Kurtz, to me personally well known, who stated that he is Vice President of Duckwall-Alco Stores, Inc., a corporation organized and doing business under the laws of the State of Kansas, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of July, 1998.

Dorean J. Rufener
Notary Public

My commission expires: DOREAN J. RUFENER Notary Public - State of Kansas My Appt. Expires 1-4-01

STATE OF NEW MEXICO)
) SS:
COUNTY OF SIERRA)

On this 13th day of July, 1998, before me, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Evelyn B. Beaird to me personally well known, who stated that she is Manager of The City of Truth or Consequences, a municipal corporation organized and doing business under the laws of the State of New Mexico, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of July, 1998.

Angela Ann
Notary Public

My commission expires: 9-22-98

P.O. Box 689
Elephant Butte, New Mexico 87935
(505) 744-5773

May 20, 1998

LEGAL DESCRIPTION

(20' WIDE UTILITY EASEMENT)

A tract of land situate in the NE1/4 of Section 4, Township 14 South, Range 4 West, NMPM, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

beginning at an angle point in this tract, said point being on the south boundary of an existing 30' wide utility and drainage easement, whence the NW corner of Section 4, Township 14 South, Range 4 West, bears N88°05'07"W, a distance of 938.77 feet, also whence the NW corner of a 3.5375 acre tract of land, surveyed by Senn & Associates, (plat dated: January 30, 1997), bears N79°35'56"W, a distance of 167.50 feet;

thence, along said boundary, S89°55'00"E, a distance of 20.00 feet to an angle point;

thence, S00°05'00"W, a distance of 34.15 feet to an angle point;

thence, S33°25'00"W, a distance of 162.86 feet to an angle point;

thence, S56°35'00"E, a distance of 174.73 feet to an angle point;

thence, S33°24'00"W, a distance of 20.00 feet to an angle point;

thence, N56°35'00"W, a distance of 194.74 feet to an angle point;

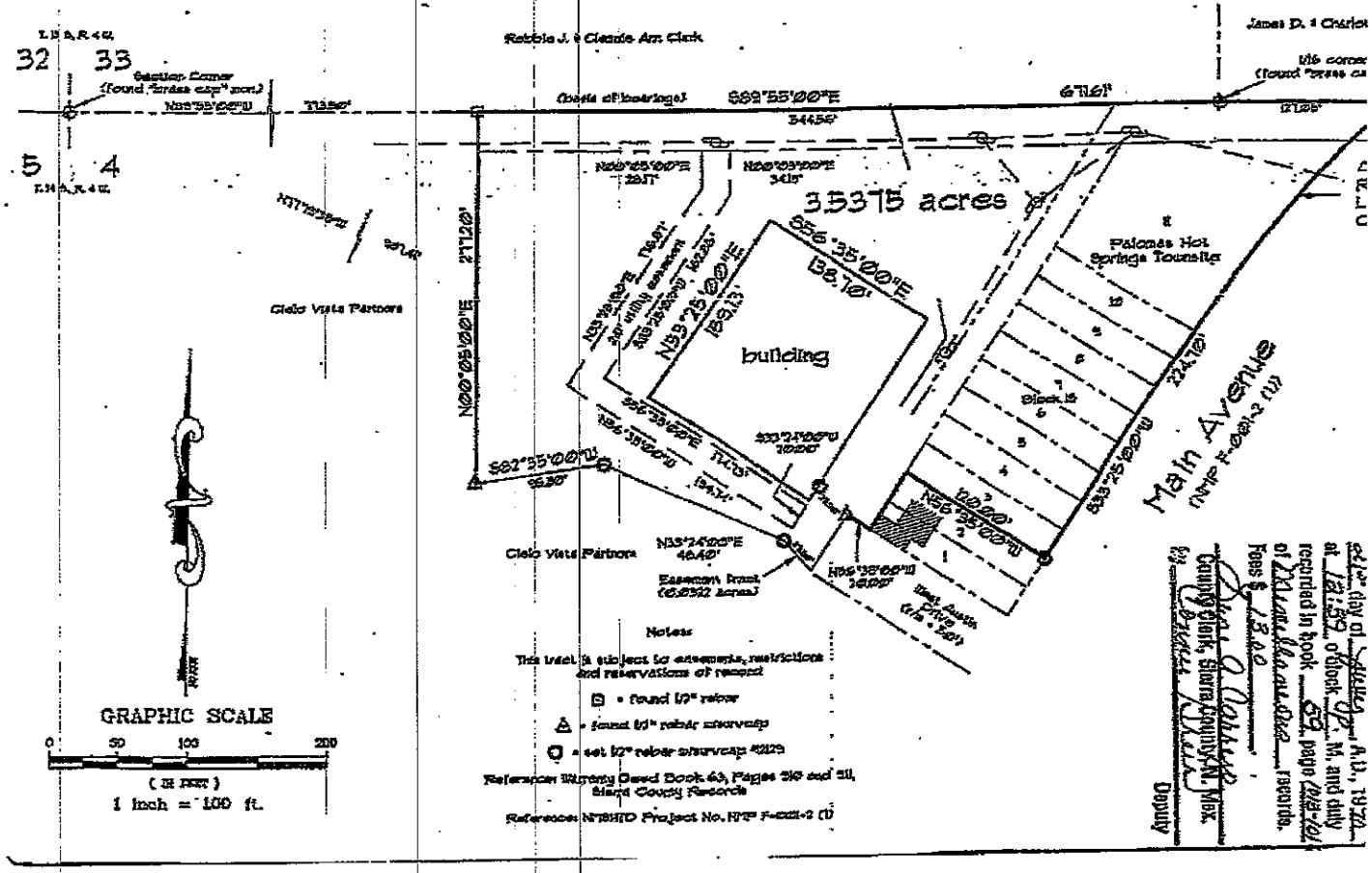
thence, N33°25'00"E, a distance of 176.87 feet to an angle point;

thence, N00°05'00"E, a distance of 28.17 feet to the place of beginning. Containing 0.177 acres, (7716 sq.ft.), more or less.

DRAWING FOR GENERAL INFORMATION ONLY ; NOT A CERTIFIED DRAWING.

PLAT OF SURVEY

of a 3.5375 acre tract of land
in the NW1/4 of Sec. 4, Tshp. 14 South, Rge. 4 West, NMPM,
in the City of Truth or Consequences, Sierra County, New Mexico



Filed for record this 17th day of January, A.D., 1974 at 12:52 o'clock P.M. and duly recorded in book 59, page 262-263 of Miscellaneous records.
Fees $ 2.00
Sierra County Clerk, Sierra County, N. Mex.
By: Deputy

Book 101
Page 2758

QUITCLAIM DEED

CLINTON E. VORES and PATRICIA M. VORES, as joint tenants, for consideration paid, hereby quitclaim to **PATRICIA M. VORES,** as her sole and separate property, the following-described real estate located in Sierra County, New Mexico:

SEE ATTACHMENT A

More commonly known as Cielo Vista RV Park, 501 S. Broadway, Truth or Consequences, New Mexico 87901.

WITNESS our hands and seals this 7 Day of September, 2004.

Clinton E. Vores
CLINTON E. VORES

Patricia M. Vores
PATRICIA M. VORES

STATE OF NEW MEXICO)
:ss
County of Sierra)

The foregoing instrument was acknowledged before me this 7 Day of September, 2004 by Clinton E. Vores.

Notary Public

My Commission Expires:
6/26/08

STATE OF NEW MEXICO)
:ss
County of Doña Ana)

The foregoing instrument was acknowledged before me this 7 Day of September, 2004 by Patricia M. Vores.

Notary Public

My Commission Expires:
6/26/08

Book 101
Page 2759

EXHIBIT A

A certain Tract of land situate within the Northwest one-quarter of Section 4, Township 14 South, Range 4 West, NMPM, City of Truth or Consequences, Sierra County, New Mexico, and being more particularly described as follows, to-wit:

Beginning at the NORTHWEST CORNER of the tract herein described, a point on the north section line of said section 4, Whence the northwest section corner of said section 4 bears N. 89°55'00" W., 270.00 feet;

Thence from said point of beginning, along the section line, S. 89°55'00" E., 503.50 feet;
Thence leaving the section line, S. 00°05'00" W., 277.20 feet;
Thence N. 82°35'00" E., 95.80 feet;
Thence S. 65°57'28" E., 141.46 feet to easement point 2;
Thence S. 42°18'00" E., 29.90 feet to easement point 1;
Thence S. 33°24'00" W., 371.60 feet;
Thence N. 56°36'00" W., 140.00 feet;
Thence S. 33°24'00" W., 101.14 feet;
Thence S. 00°06'00" E., 164.80 feet;
Thence S. 89°54'00" W., 229.11 feet;
Thence N. 00°06'00" W., 310.26 feet;
Thence S. 89°54'00" W., 140.00 feet;
Thence N. 00°06'00" W., 518.10 feet to the point of beginning.

The above described tract is subject to easements and restrictions of recording the following described access easement reserved in Warranty Deed Book 70, Page 517:

Beginning at easement point 1, as described above;
Thence N.42°18'00" W., 29.90 feet to easement point 2;
Thence N.33°24'00" E., 48.40 feet to easement point 3;
Thence S.42°18'00" E., 29.90 feet to easement point 4, a point on the north r/w of West Austin Drive;
Thence crossing Austin Drive, S.33°24'00" W., 48.40 feet to easement point 1 and containing 0.032 acres..

STATE OF NEW MEXICO }
County of Sierra } SS

I HEREBY CERTIFY that this instrument was filed for record on the 8th day of Sept A.D., 2004 at 9:11 o'clock A M. and duly recorded in book 101 page 2758 - 2759
Fee $ 11.00
Denise D. Sanchez
County Clerk, Sierra County, New Mexico
By Deputy

Return To:
First American Title Insurance Company
National Commercial Services
2425 E. Camelback Rd. Suite 300
Phoenix, AZ 85016

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202201559
Book 138 Page 3575
1 of 5
06/08/2022 03:34:27 PM
BY EILEEN

SPECIAL WARRANTY DEED

Karl's Midvale, L.L.C., an Arizona limited liability company ("Grantor")

for consideration paid, grant to

Daniel G. Kamin New Mexico LLC, a Delaware limited liability company ("Grantee"), whose address is 490 South Highland Avenue, Pittsburgh, Pennsylvania 15206

the following described real estate in Sierra County, New Mexico:

SEE ATTACHED EXHIBIT "A" WHICH IS MADE A PART HEREOF

with special warranty covenants.

SUBJECT TO only those matters identified in EXHIBIT "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this document on the date set forth below.

Dated: June 3, 2022

Karl's Midvale, L.L.C.

By: _____
Raymond J. Lopez, as manager

State of Arizona
County of Pima

This instrument was acknowledged before me on this 3 day of June, 2022, by Raymond J. Lopez, as manager of Karl's Midvale, L.L.C., an Arizona limited liability company, for and on behalf of said limited liability company

_____
Notary Public
My Commission Expires: Sep. 29, 2022

DEANNA KAY MONTGOMERY
Notary Public - Arizona
Pima County
Commission # 550931
My Comm. Expires Sep 20, 2022

NCS-1120112-PHX1

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202201559
Book 138 Page 3576
2 of 5
06/08/2022 03:34:27 PM
BY EILEEN

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Sierra, State of NM, and is described as follows:

Portions of Lots 1 thru 11, Block 15, entitled "Palomas Hot Springs Townsite" is the same are shown on the plat thereof filed in the office of the county clerk of Sierra County, New Mexico, on May 08, 1929, as Plat No. 28, and an adjacent tract, being a tract of land situate in NW1/4 of Section 04, Township 14 South, Range 04 West, NMPM, located in the City of Truth or Consequences, Sierra County, New Mexico: All being described by metes and bounds as follows:

Beginning at the Northwest corner of the herein described tract, marked with a Bathey marker with cap "LS 14271", whence a tie to brass cap located at the common corner of Sections 32 and 33, Township 13 South, Range 04 West, NMPM, and Sections 04 and 05, Township 14 South, Range 04 West, NMPM, bears N.89°55'00"W, a distance of 773.90 feet;

Thence, from the point of beginning, S.89°55'00"E, a distance of 669.24 feet, to the northeast corner of the herein described tract, being a point on the westerly right of way of South Broadway Street AKA U.S. Highway 85, marked with a Bathey marker with cap "LS 14271";

Thence, coinciding with said westerly right of way of South Broadway Street, the following two courses: 202.12 feet along a curve, non-tangent to the previous course, having a radius of 728.38 feet, a delta of 15°53'56", a chord of S41°16'41"W, a distance of 201.47 feet, to a point of tangency, marked with a Bathey marker with cap "LS 14271"; S33°19'43"W, a distance of 273.84 feet, to the southeast corner of the herein described tract, also being a point on the northerly right of way of west Austin Drive, marked with a chiseled "X" in concrete;

Thence, leaving the westerly right of way of South Broadway Street and coinciding with the northerly right of way of Austin Drive, N56°28'17"W, a distance of 140.00 feet, marked with a chiseled "X" in concrete;

Thence, leaving the northerly right of way of Austin Drive, S33°19'43"W, a distance of 48.40 feet, marked with a PK Nail with cap "LS 14271";

Thence, N41°51'43"W, a distance of 29.83 feet, to an angle point, marked with a 1/2" rebar;

Thence, N66°02'17"W, a distance of 141.12 feet, to an angle point, marked with a 1/2" rebar with cap "LS 12129";

Thence, S82°41'13"W, a distance of 96.11 feet, to the Southwest corner of the herein described tract, marked with a 1/2" rebar;

Thence N00°20'08"E, a distance of 276.99 feet.

File No. 073806

Policy No. Pro Forma

SCHEDULE B
Policy Number: Pro Forma
EXCEPTIONS FROM COVERAGE

In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American land title association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured. [6-16-86, 3-1-90, 6-1-97, 6-1-98; 13.14.5.9 NMAC – Rn, 13 NMAC 14.5.9, 5-15-00; A, 8-29-03]

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year 2022 and thereafter, not yet due and payable.
8. [Intentionally Omitted.]

SPECIFIC EXCEPTIONS

9. Title to all the oil, gas and other minerals in, on or under, and that may be produced from the land, together with all rights, privileges, and immunities relating thereto heretofore reserved unto and conveyed by predecessors in title; and the right and liens of any assessing water or utility district, body, or unit, including the Elephant Butte Irrigation District.
10. [Intentionally Omitted.]
11. That certain Right of Way from Tom M. Hobbs & C. E. Henson, to the Mountain State Telephone and Telegraph Co., filed for record on May 27, 1932, in Miscellaneous Book E at Pages 85-86, in the Office of the Sierra County Clerk, New Mexico.
12. That certain Easement by and between Marie Moore, formerly Marie Zumwalt, and Harry Moore, her husband, and Robbie J. Clark and Clemmie A. Clark, his wife, filed for record on September 18, 1959, in Miscellaneous Book N at Pages 293-294, in the Office of the Sierra County Clerk, New Mexico.
13. Those certain easements referenced in that certain that certain Warranty Deed filed in Warranty Deed Book 38 at Pages 319-321, in the Office of the Sierra County Clerk, New Mexico.
14. That certain easement referenced in that certain Warranty Deed from Cielo Vista Partners, to Duckwall-Alco Stores, Inc., filed for record on May 4, 1998, in Warranty Deed Book 70 at Pages 517-518, in the Office of the Sierra County Clerk, New Mexico.

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202201559
Book 138 Page 3577
3 of 5
06/08/2022 03:34:27 PM
BY EILEEN

15. That certain Easement dated April 29, 1998, by and between Duckwall-ALCO Stores, Inc., a Kansas Corporation, to The City of Truth or Consequences, a New Mexico Municipal Corporation, filed for record on May 4, 1998, in Miscellaneous Book 59 at Pages 386-390, in the Office of the Sierra County Clerk, New Mexico.

16. That certain Easement Agreement dated July 13, 1998, by and between Duckwall-Alco Stores, Inc., a Kansas Corporation, and The City of Truth or Consequences, a municipal corporation, filed for record on July 21, 1998, in Miscellaneous Book 59 at Pages 1013-1016, in the Office of the Sierra County Clerk, New Mexico.

17. That certain lease, and all terms, provisions, covenants, and restrictions contained therein, as evidenced by that certain Memorandum of lease dated August 28, 2015, by and between Lucky Turtle, LLC, a New Mexico limited liability company, and Tractor Supply Company, a Delaware corporation, filed for record on September 8, 2015, in Book 125 at Pages 2143-2149, in the Office of the Sierra County Clerk, New Mexico.

18. That certain Memorandum of lease dated August 28, 2015, by and between Lucky Turtle, LLC, a New Mexico limited liability company, and Tractor Supply Company, a Delaware corporation, filed for record on September 8, 2015, in Book 125 at Pages 2143-2149, in the Office of the Sierra County Clerk, New Mexico.

19. That certain New Mexico Gas Company Easement dated October 6, 2015, by and between Lucky Turtle, LLC, a New Mexico limited liability company, and New Mexico Gas Company, Inc., a Delaware corporation, filed for record on October 8, 2015, in Book 125 at Pages 2850-2853, in the Office of the Sierra County Clerk, New Mexico.

20. Rights of the City of Truth or Consequences and/or the public to the use of road, streets, and alleys embraced within the Land described on Schedule A hereof.

21. 8 inch water main, and any easement(s), license(s), and/or rights of way relating thereto, as referenced by that certain unrecorded Plat of Property belonging Leslie C. Smith dated May 1974, prepared by Raymond L. Senn.

22. Overhead utility lines, utility poles, anchors, sanitary sewer lines, sanitary sewer manholes, utility pedestals, fire hydrants, water lines, water valves, water meters, unknown man holes and the lines relating thereto, underground gas lines, gas meters, light poles, transformers, electric meters, 16" pipes, and all easement(s), license(s), and/or right(s)-of-way relating to any of the aforementioned, all as referenced by that certain ALTA/ACSM Land Title Survey, dated January 14, 2015, performed by Cartesian Surveys, Inc., filed for record on January 15, 2015, in Book 124 at Pages 2678-2679, in the Office of the Sierra County Clerk, New Mexico.

23. Fences into/onto adjoining properties from subject property; fences into/onto subject property from adjoining properties; fences on property lines; sidewalk into/onto subject property from S. Broadway Street right-of-way; anchors outside of easements; overhead utilities outside of easements; 18" pipes into/onto S Broadway Street right-of-way; 18" pipes into/onto subject property from S Broadway Street right-of-way; block walls into/onto S Broadway Street right-of-way; areas where prescriptive rights may apply; dirt and asphalt roads, and any easement(s), license(s), and/or right(s)-of-way relating to either of the aforementioned; dirt and asphalt roads into/onto subject property from adjoining properties; dirt and asphalt roads into/onto adjoining property from subject property; and 20' alley, all as referenced by that certain ALTA/ACSM Land Title Survey, dated January 14, 2015, performed by Cartesian Surveys, Inc., filed for record on January 15, 2015, in Book 124 at Pages 2678-2679, in the Office of the Sierra County Clerk, New Mexico.

24. Rights of tenants or other occupants under leases, rental agreements, or any other occupancy agreements whether recorded or unrecorded.

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202201559
Book 138 Page 3578
4 of 5
06/08/2022 03:34:27 PM
BY EILEEN

25. 30' wide road easements and road easement #4 as referenced by that certain Plat of Survey of the adjacent property dated October 10, 2000, performed by Loftus & Co. Land Surveyors, as Job No. 236-00, filed for on October 26, 2000, in Plat of Survey Book 1 at Pages 2473-2474, in the Office of the Sierra County Clerk, New Mexico.
26. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. 499a et seq.) or the Packers and Stockyards Act (7 U.S.C. 181 et seq.) or under similar state laws.
27. Exception Number 1 is hereby deleted.
28. Exception Number 4 is hereby deleted.

SEAL

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202201559
Book 138 Page 3579
5 of 5
06/08/2022 03:34:27 PM
BY EILEEN

EASEMENT

This Easement Agreement ("Agreement") is entered into on this ___ day of _____, 2026, by and between Daniel G. Kamin New Mexico LLC, a Delaware limited liability company, ("Grantor"), and Patricia M. Vores, a single woman, ("Grantee").

Grantor is the owner of the real property described in Book 138 at Pages 3575-3579 of the records of the Sierra County Clerk, New Mexico ("Grantor's Property"). Grantee is the owner of the fee simple real property described in Book 101 at Pages 2758-2759 of the records of the Sierra County Clerk, New Mexico ("Grantees' Property").

Grantor hereby grants to Grantee, her successors and assigns, a perpetual and non-exclusive easement ("Easement") to enter the portion of Grantor's Property described in Exhibit "A" attached hereto and made a part hereof for the purpose of access, ingress, and egress for vehicular and pedestrian traffic to and from Grantee's Property. The Easement shall benefit Grantee's Property and shall run with the land.

Grantee shall be responsible for maintaining the Easement in good condition, including any necessary repairs or improvements.

The Easement shall be used solely for the purpose of access, ingress, and egress to and from Grantee's Property.

Grantee agrees to indemnify and hold harmless Grantor from any claims, damages, or liabilities arising out of Grantee's use of the Easement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

Daniel G. Kamin New Mexico LLC,
a Delaware limited liability company

_____

By:_____,

Its_____

GRANTEE:

_____
Patricia M. Vores

[Acknowledgments on following page.]

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of Daniel G. Kamin New Mexico LLC, a Delaware limited liability company, for and on behalf of said limited liability company.

_____
Notary Public
My commission expires: (seal)

_____

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2026, by Patricia M. Vores, single woman.

_____
Notary Public
My commission expires: (seal)

_____

EXHIBIT A

A tract of land situate in the NW1/4 of Section 4, Township 14 South, Range 4 West, NMPM, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit,

Beginning at the NW corner of Section 4, Township 14 South, Range 4 West;

Thence S. 77 degrees 19'38''E., a distance of 987.41 feet;

Thence S. 42 degrees 18'00''E., a distance of 90.00 feet to the point of beginning of beginning of this tract;

Thence S. 42 degrees 18'00''E., a distance of 29.90 feet to 1/2" rebar w/survcap #541 found, the easternmost corner of this tract, a point on the north right of way of West Austin Drive;

Thence along said right of way, S. 33 degrees 24'00''W., a distance of 48.40 feet to the southernmost corner of this tract;

Thence N. 42 degrees 18'00''W., a distance of 29.90 feet to a 1/2" rebar w/survcap #12129 set, the westernmost corner of this tract;

Thence N. 33 degrees 24'00''E., a distance of 48.40 feet to the point of beginning.

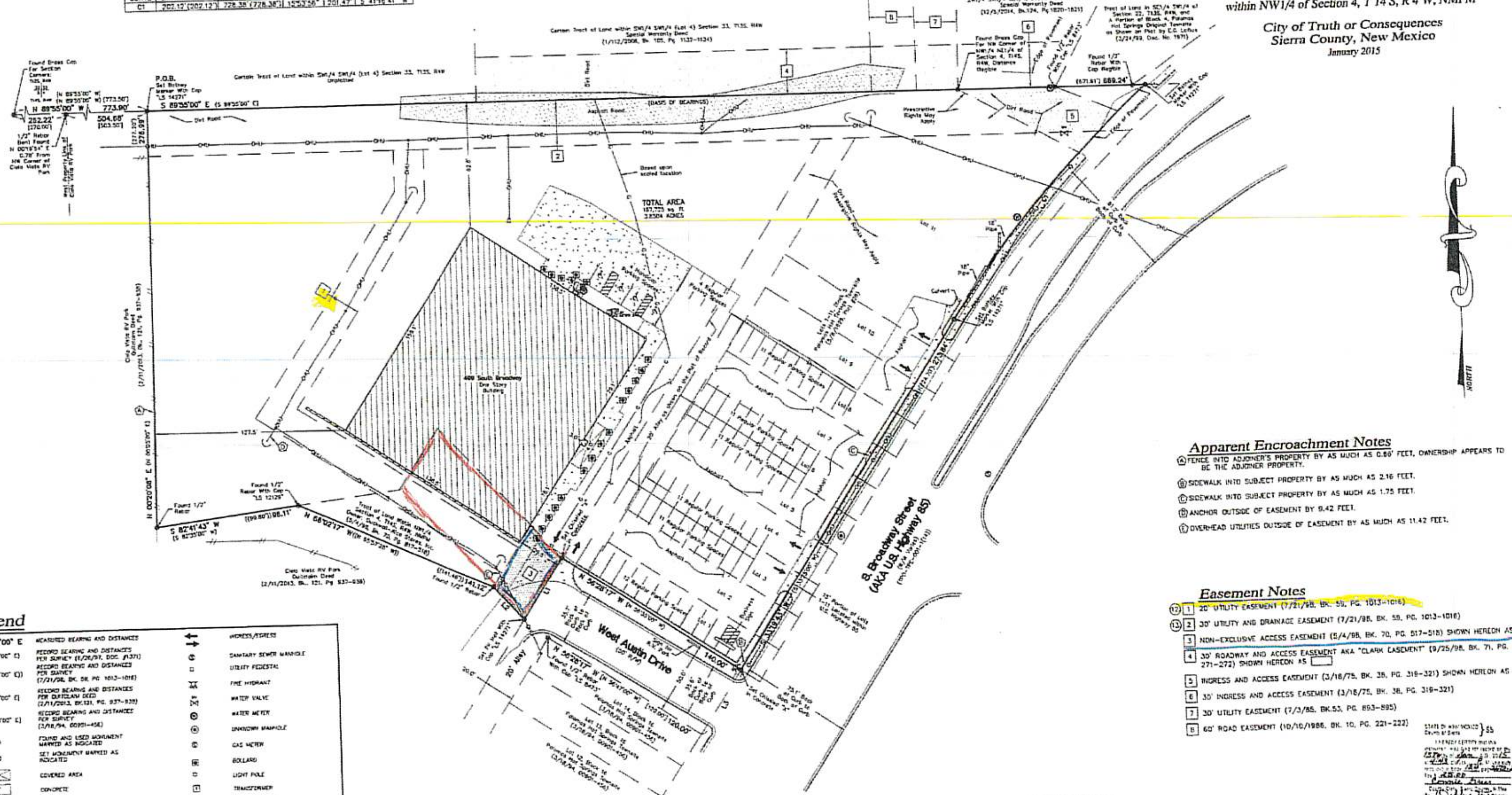
Boundary Survey
and
ALTA/ACSM Land Title Survey
for
Tract of Land
Comprised of Portions of Lots 1 thru 11, Block 15 Less Highway, Palomas Hot Springs Townsite and a Tract adjacent to Lots 1 thru 11, Block 15
within NW1/4 of Section 4, T 14 S, R 4 W, NMPM

City of Truth or Consequences
Sierra County, New Mexico
January 2015

Book 124
Page 2699

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.40' ((48.40'))	S 33°19'43" W ((S 33°24'00" W))
L2	29.83' ((29.90'))	N 41°51'43" W ((N 42°18'00" W))
L3	50.00'	S 33°19'43" W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	202.12' (202.12')	728.38' (728.38')	15°53'56"	201.47'	S 41°16'41" W



Apparent Encroachment Notes

(A) FENCE INTO ADJOINER'S PROPERTY BY AS MUCH AS 0.86' FEET. OWNERSHIP APPEARS TO BE THE ADJOINER PROPERTY.

(B) SIDEWALK INTO SUBJECT PROPERTY BY AS MUCH AS 2.16 FEET.

(C) SIDEWALK INTO SUBJECT PROPERTY BY AS MUCH AS 1.75 FEET.

(D) ANCHOR OUTSIDE OF EASEMENT BY 9.42 FEET.

(E) OVERHEAD UTILITIES OUTSIDE OF EASEMENT BY AS MUCH AS 11.42 FEET.

Easement Notes

(12) 1 20' UTILITY EASEMENT (7/21/98, BK. 59, PG. 1013-1016)

(13) 2 30' UTILITY AND DRAINAGE EASEMENT (7/21/98, BK. 59, PG. 1013-1016)

3 NON-EXCLUSIVE ACCESS EASEMENT (5/4/98, BK. 70, PG. 517-518) SHOWN HEREON AS

4 30' ROADWAY AND ACCESS EASEMENT AKA "CLARK EASEMENT" (9/25/98, BK. 71, PG. 271-272) SHOWN HEREON AS

5 INGRESS AND ACCESS EASEMENT (3/18/75, BK. 38, PG. 319-321) SHOWN HEREON AS

6 30' INGRESS AND ACCESS EASEMENT (3/18/75, BK. 38, PG. 319-321)

7 30' UTILITY EASEMENT (7/3/85, BK.53, PG. 893-895)

8 60' ROAD EASEMENT (10/10/1986, BK. 10, PG. 221-222)

Legend

N 90°00'00" E	MEASURED BEARING AND DISTANCES
(N 90°00'00" E)	RECORD BEARING AND DISTANCES PER SURVEY (8/26/97, DOC. #1371)
((N 90°00'00" E))	RECORD BEARING AND DISTANCES PER SURVEY (7/21/98, BK. 59, PG. 1013-1016)
{N 90°00'00" E}	RECORD BEARING AND DISTANCES PER QUITCLAIM DEED (2/11/2013, BK.121, PG. 937-939)
[N 90°00'00" E]	RECORD BEARING AND DISTANCES PER SURVEY (3/18/94, 00951-456)
●	FOUND AND USED MONUMENT MARKED AS INDICATED
○	SET MONUMENT MARKED AS INDICATED
	COVERED AREA
	CONCRETE
	ASPHALT
	BLOCK WALL
—//—	WOODEN FENCE
—OHU—	OVERHEAD UTILITY LINE
	UTILITY POLE
	ANCHOR
	INGRESS/EGRESS
	SANITARY SEWER MANHOLE
	UTILITY PEDESTAL
	FIRE HYDRANT
	WATER VALVE
	WATER METER
	UNKNOWN MANHOLE
	GAS METER
	BOLLARD
	LIGHT POLE
	TRANSFORMER
	ELECTRIC METER
	ELECTRIC METER
—G—	UNDERGROUND GAS LINE (SCALED IN FROM SURVEY PLAT LISTED IN EXCEPTION 14)

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

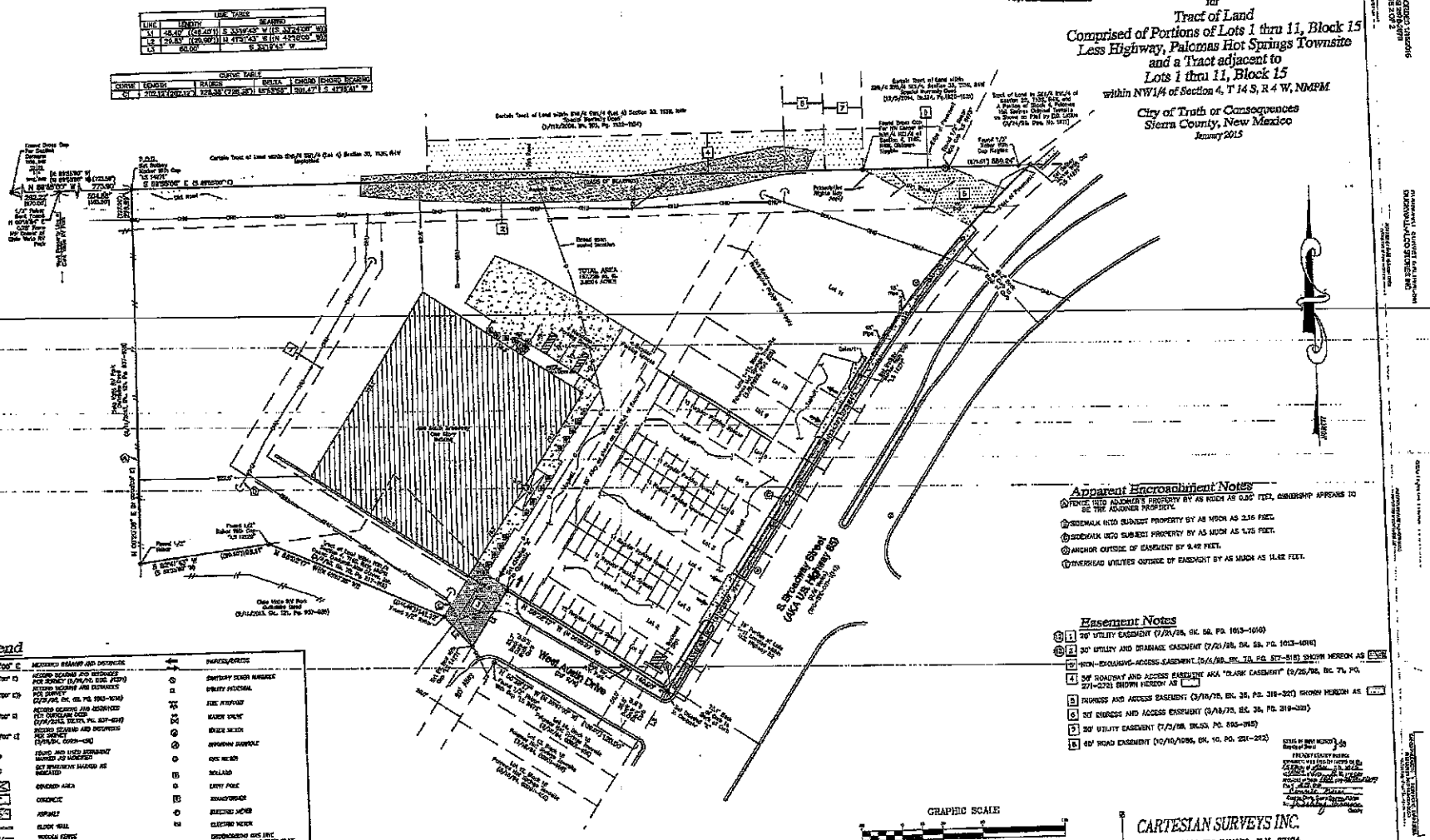
CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244

Sheet 2 of 2

Boundary Survey
and
ALTA/ACSM Land Title Survey
for
Tract of Land
Comprised of Portions of Lots 1 thru 11, Block 15
Less Highway, Palomas Hot Springs Townsite
and a Tract adjacent to
Lots 1 thru 11, Block 15
within NW1/4 of Section 4, T 14 S, R 4 W, NMPM

City of Truth or Consequences
Sierra County, New Mexico
January 2015

Book 184 Page 2 of 2



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Sheet 2 of 2

CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, MAY 11, 2026

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, May 11, 2026 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy City Clerk

1. **APPROVAL OF AGENDA:**

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

2. **APPROVAL OF MINUTES:**
   a) **April 9, 2026.**

Vice-Chairman Buhler: I have one correction, take one word out on page 11, the second big paragraph, something I said, there's two someone's and one of them needs to come out. Strike the first one. Thank you.

Member Hammer: I have one point, was the letter that I brought during the last meeting for reports from the board included in the minutes? I don't see it. And how do you guys do that?

Deputy Clerk Martinez: We'll include it when we upload them to the website. Our minutes are verbatim, so everything you've read is in the minutes.

Member Hammer: So any additional documentation that is brought to the meeting, that wasn't in the original agenda packet, how does that get included on the following meetings?

Deputy Clerk Martinez: The minutes are verbatim, so it's word-for-word. We'll still include it and let it be known that it's included, we will note that it's "attached here" but of course, it's also typed out in the minutes.

Member Hammer: And where would I find that if I were somebody in the public?

Deputy Clerk Martinez: On our website when we upload the minutes.

Member Hammer: Okay, thanks.

Member Hammer made a motion to approve the minutes with the change mentioned by Vice-Chairman Buhler. Member Luchini seconded the motion. Motion carried unanimously.

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

There were no comments from the public.

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

4. **PUBLIC HEARINGS (5 Minute Rule Applies)**
   a) **Public Hearing/Discussion/Action: Request for Vacation of Plats at W. Austin Street.**

Chairman Sisney opened the public hearing.

Proponents:

Opponents:

Assistant City Manager Alvarez: The first public hearing we have is for vacation of plats for West Austin Street, the applicant is requesting that the city vacate a section of West Austin street that's a adjacent to the following parcels identified within your agenda packet, and those are next To Tractor Supply, Fast Stop, and Cielo Vista RV park. Within my action form, I let you know that we were still in need of some additional information. I sent you guys out a secondary packet, or the clerk's office did, where we received quite a bit of information following up on this. So, the area that's being requested to vacate is a section of roadway that kind of corners in, I think you guys can see that on your map a little bit. It corners in around the corner where you go into Cielo Vista RV park, as well as an edge of Tractor Supply in the backside of Fast Stop. I'll bring the applicant or the representative up shortly, but this really sounds like a cleanup of

paperwork that was done back in the day. I definitely want you guys to hear from the applicant. I want the public hearing to be held and anybody for the opponents or proponents to be able to speak on behalf. And then probably what I would request is, if the P&Z board would like, you could maybe recommend this approval for further review and final concurrence with the City Commission and city attorney.

Member Buhler: I was wondering if the city attorney would be involved.

Assistant City Manager Alvarez: I would like to call Mr. Ashbaugh up. He's the representative, and he could give some more background information.

Chairman Sisney: Before we go any further. Will you show me what we're talking about here?

Josh Ashbaugh Tractor Supply Representative: I have additional paperwork. Do you guys want to look at it and kind of go through together?

Chairman Sisney: I'd like to see what you have.

Josh Ashbaugh Tractor Supply Representative: I'll just give a brief explanation. I think it's going to be easier if I get the overview, and then you all ask the questions, and I can answer your specific questions, but at the end of the day, there's a street that runs between what is now Fast Stop and the parking lot of Tractor Supply that is a platted street. It's in the Palomas Hot Springs subdivision, and we are requesting nothing to do with that street. But back in 1946 the then property owner conveyed an extension of that street outside, completely outside the Palomas Hot Springs subdivision, and it kind of, it doesn't go straight. It kind of turns a little bit to the right, to the north, that street was never built. As far as I can remember. I lived here my entire life. I remember when Turtleback Cafe, I think it was called Stuffies back then. I don't remember a street being there. I remember when Stuffies burned down, and I was, like, four. It's never been built, never been used, serves basically no purpose whatsoever. And then over the years, you'd be surprised how often this happened. Over the years, it just seems that everyone forgot about this tract of land out there. So, when we were doing the title search in 2022 closing, we discovered the issue. The parties did not want to wait. It's a whole long story that I won't go into, and so I said, well, I'll deal with this after closing. It took me four years to get to it. I wanted to get to it a little bit sooner. And so basically, I'm going to say this 10 times. And so, I apologize in advance. My goal is I need to fix title to the Tractor Supply property, and I want to leave everyone in the position the city, the adjacent property owner and Tractor Supply, in the position in which they thought they were, because no one's in the position with regard to the street where they thought they were at the end of the day. That's my goal. Is

we're just going to get it where everyone thought that's it. I mean, so that's basically the overview, and it might be, it's hand drawn in so, you know, it's not 100% accurate. But towards the end of what I just handed you is two copies of a survey. One is the clean copy, and one is my excellent drawing skill copy. And I can, we have to share it, but I actually have a full-size copy of that survey. You know, it's quite a large survey. It's been reduced down to a legal-size piece of paper. And so if you all want to look at that, I do need it back. So, I don't know how that works. I mean, you guys, I do need the original larger size survey back. If we want to look at it, we can, but I don't know how that gets put into the record exactly.

Assistant City Manager Alvarez: The Planning and Zoning Board will just make a recommendation, and so nothing will be approved and cemented until it goes to City Commission.

Josh Ashbaugh Tractor Supply Representative: If you don't want to look at it, you can, because it's, you know, full size. But if you go to the hand drawn version, it's red and blue and take the highlighted proportion. The red is where the extension of the street is, and again, that's 100% outside of the Palomas Hot Springs subdivision. I know that the city attorney kind of had concerns about that alley that runs right there, but it is on the west side of the alley completely outside the subdivision. And then that blue that I highlighted, that's an easement for the RV park. That easement was reserved, I believe in the second document I gave you in that packet, the first document is the 1946 deed to the city, and the second document I stapled them together, that one so that easement was reserved in this deed. At this point in time, in 1998 a portion of the Tractor Supply property and RV park were under common ownership, and they sold out the Tractor Supply portion to Alco, as we all recall back in 1998 and they reserved that easement that I outlined in blue for their benefit to service the RV park. So that easement is likely invalid, because you know, you cannot convey what you don't own, and in this case, you cannot reserve what you don't own. And as far as we can tell, the city owned that piece, because it's in the street that we're asking you to vacate. But like I said, we're going to put everyone back where they thought they were. So, if you go to the document immediately before the surveys. It's an easement. It's unexecuted.

Chairman Sisney: You say you want to get everybody where they think they are. Tell me where we think we are. What's going to happen to that corner of that asphalt that goes up to Cielo Vista?

Josh Ashbaugh Tractor Supply Representative: That's a point I'm making. If you go to the document labeled easement. I spoke weeks ago to Tractor Supply, and they're going to execute this easement, which is going to put that easement that is likely invalid back or into place, and

that way Cielo Vista is going to have their access on that corner, which is that little blue box. They've already agreed to do it. In fact, they already asked if they should do it, and I said, no, we have to wait until everything's done. But they're going to sign that easement, run with the land, and it will go back to the RV park so that they'll get their easement in that blue box on the map.

Assistant City Manager Alvarez: If I could maybe help, and maybe you can help clarify. Just as we've been operating like these easements are in place during the process of your paperwork, you realized we don't have the easements in place, and so we're trying to put those easements in place now.

Josh Ashbaugh Tractor Supply Representative: I mean, we are the easement that we're specifically speaking of, which is, again, the blue box. I mean, in my opinion, it's invalid. The city owns that property. You can't give it. A third party can't give an easement across city property.

Chairman Sisney: What you want to accomplish is that space inside of the blue ink will be City property?

Josh Ashbaugh Tractor Supply Representative: No, the entire red box, which includes the blue box, will be vacated by the city. Then the city is going to do what it does. We'll get clear title to the Tractor Supply portion, which will include some cooperation with the adjoining property. And I've spoken to her about it. I think we're on board. I'm not sure, but I think so, and we'll get clear title. We have to do that first, and then once that's done, then Tractor Supply folks are going to sign the easement to put the blue box in place.

Chairman Sisney: It's going to be Tractor Supply property with an easement to Cielo Vista?

Josh Ashbaugh Tractor Supply Representative: Correct, which is what everyone thought it was. And it wasn't.

Chairman Sisney: Ok, thank you.

Josh Ashbaugh Tractor Supply Representative: And then, you know, going to the city, the city has an express easement, it's that number one I highlighted, just the number one. But it is not just in that area. It's a pretty big, that whole dotted line deal. So the city does have an electric and telephone line express easement. And that is one of the documents I gave to you all. It's the third document, the 1998 easement agreement. Again, it covers more than just what we're talking about. But you know, the city is going to want to reserve that easement unto itself, the

parts that overlap the street and then overlap the express easement. And, you know, again, I'm talking with the Tractor Supply folks about all this, and they're on board with doing whatever needs to be done to just get to where we thought we were. So, you know, I'm willing to work with the city and the city attorney so that we can all make sure we're all on the same page and that we're being fair to everyone.

Vice-chairman Buhler: So you basically like, quiet the title on this?

Josh Ashbaugh Tractor Supply Representative: You can say that in a way, I'm fairly certain the state, the federal government and the county, have sovereign immunity, and you cannot list them as a defendant in quiet title. And I believe the city is the same. So basically, we're clearing title. We can't do a quiet title, but we can, you know, work with the city to get it clear, and work with everyone, all the adjoining property owners.

Vice-Chairman Buhler: You feel like everyone is on board with this?

Josh Ashbaugh Tractor Supply Representative: Yes, that is my impression. I won't go into details, but, you know, I'm paying for this because I was told by my underwriter to ignore it, and you know, I'm a bit of a perfectionist, and it's bothered me that it has not been fixed. I just want to fix it at the end of the day.

Vice-Chairman Buhler: They will be able to use the road?

Josh Ashbaugh Tractor Supply Representative: It'll be exactly as they thought it was.

Member Hammer: From your drawing, it looks like the Tractor Supply the building is built on property it doesn't own. Is there an updated survey? I'm seeing a lot of surveys here, but they're like for 95.

Josh Ashbaugh Tractor Supply Representative: That's the most recent one. Again, I can give you the full-size survey to look at. I do just need it back. The exact survey you're looking at, I can give you the full size. It's much bigger. It might be clearer to look at.

Member Hammer: And this will be re-surveyed for the record?

Josh Ashbaugh Tractor Supply Representative: It doesn't need to.

Vice-Chairman Buhler: And Jay Rubin is on board with this too?

Josh Ashbaugh Tractor Supply Representative: We're working with him.

Chairman Sisney: Where is Tractor Supply?

Josh Ashbaugh Tractor Supply Representative: They appointed me to represent them.

Member Luchini: The part of the Tractor Supply building or business inside the city property. Does that get rectified?

Josh Ashbaugh Tractor Supply Representative: That's why we're asking for the vacation. That's the major issue. Is that this, you know, the major issue is not that this is a street to nowhere. It's a street to nowhere underneath a building, and that's the major issue. So, we ask that it's vacated, basically to clear title for Tractor Supply. And it really serves no purpose to the city, except for the easement. The city didn't even know. So, they, in 1998 asked for easement. They said, oh yeah, here you go. Here's an easement, and then part of it crosses the street anyway, so that, again, stays in place. And that was in the application. We are not asking that easement be disturbed or vacated. You know, a little bit of language is going to be inserted into vacation instruments. But I definitely think that Mr. Rubin and I can get to the terminology that's going to, again, put everyone where we thought we were.

Member Hammer: Is one of those speakers the owners of Cielo Vista?
Chairman Sisney: I don't remember.

Assistant City Manager Alvarez: I think it's important the first thing that we have to do is open for proponents and opponents.

Member Hammer: We can do that but I would really like to hear from the adjacent property owners.

Deputy Clerk Martinez: They'll have to state their name and address for the record.

Member Hammer: You tell me when and how, and we can get them up here. I just would like to hear from them.

Deputy Clerk Martinez: We'll go down the list. If they're not signed up to speak.

Assistant City Manager Alvarez: Then they will have the opportunity at the end.

Chairman Sisney: First on the list is Ray downs, Mr. Downs, please step up to the microphone.

Assistant City Manager Alvarez: Are they signed up as an opponent or proponent?

Chairman Sisney: They're all no opponent.

Member Hammer: Are you here for your own property? Are you here for your own property, or are you speaking about this vacation?

Deputy Clerk Martinez: There is a sign in sheet for each address.

Chairman Sisney: Okay, so this says Austin Street. I've got three people on here, right?

Assistant City Manager Alvarez: He's he signed up on the wrong one.

Chairman Sisney: Okay.

Chairman Sisney opened the public hearing.

Proponents: No Proponents

Opponents: No Opponents

Deputy Clerk Martinez: Are you guys here for Austin? Did you want to speak?

Cielo Vista RV Park Owner: No.

Member Hammer: Can he stand up?

Chairman Sisney: Well they don't want to speak.

Member Hammer: What I want to know as a member of the Planning and Zoning board, I want to make sure that the property owners on the adjacent property are ok with this plan.

Assistant City Manager Alavarez: I can tell you that the property owners on the adjacent property at Cielo Vista RV Park did come in and speak with me. We went over a lot of paper work and it's my understanding that they also spoke with Mr. Ashbaugh. It's their choice weather they want to get up and speak or not.

Member Hammer: I'm not forcing anybody to get up and speak. I just would like to understand their perspective as this directly impacts their business. If this was shut off, they wouldn't be able to have traffic come up to their property. So I feel like that's an important part that we need.

Josh Ashbaugh Tractor Supply Representative: I agree with that. If they want to speak, they certainly can. But to reiterate, they're not going to be shut off. I've already spoken to Tractor Supply. They're going to execute the easement.

Vice-Chairman Buhler: I personally believe it's a good idea what is happening here. And you know, these properties have been in place for a long time, and I do know that when a road or something is used, or a building is somewhere, if it's if it's not made to move, and it stays there for years and years and years, that gives it a right too. I think this is a very good idea what's happening. And then you'll be working with the city attorney as well.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Request for Vacation of Plats at W. Austin Street. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.

b) Discussion/Action: Request for Vacation of Plats at 418 Locust Street.

Assistant City Manager Alvarez: The applicant is requesting that the city vacate the alleyway that's adjacent to 418 Locust Street. Within your agenda packet, I identified that area. They have a parcel. They have two parcels, one on either side of the alleyway, as well as a third parcel in there, I've identified as well. And then there's three other additional parcels that are owned by two different property owners, all property owners with were notified within 300 feet of the public hearing. We did receive an email letter that's included in your agenda packet. The property owners, the other property owners that are adjacent to that area did email that they oppose the vacation of that plot. The applicant is here and available to speak. You would like to hear from the applicant, or if you have any questions.

Ray Downs, Applicant: I like to pass this around to you. The stuff that penciled in.

Assistant City Manager Alvarez: On your agenda Action form, I tried to identify the parcel numbers so that you could match them up with them now.

Chairman Sisney: I see that, and I appreciate that.

Member Hammer: Where is 415 Locust is that directly across the street, 415 Locust?

Assistant City Manager Alvarez: He's at 418.

Member Hammer: I know. The person who is opposing to it lives at 415 so I wanted to see what he was.

Assistant City Manager Alvarez: Oh, they're, they're the property owner down one.

Chairman Sisney: They don't live there. It's an empty lot.

Ray Downs, Applicant: According to my information 410 is the actual address of the lots next to me.

Member Hammer: 415 Locust is across the street in a double wide on the corner. I'm fairly certain I would have to double check that the New York developer owns the parcel next to it, next to Ray. Not that that matters, but just wondering if they had any input, I'm sure they were mailed a letter. I guess my only question is, if we vacate, we allow the vacation of this alley, then there's no alley in between or in the next property. But I've seen this up close, and half of this property south of this is like a huge hill. It's unbuildable.

Assistant City Manager Alvarez: It would essentially landlock the one path parcel.

Member Hammer: It would.

Vice-Chairman Buhler: Well, and alleys are put in for reasons. They're put in for safety. So, I would mention that to you as well.

Ray Downs, Applicant: I'm going to pass this picture around. There was no alley way there. There was no way to put poles. The city actually got a ramp about 8-foot beside my building and my power pole was on top of that 8-foot embankment. Whenever I purchased the property

behind it and I leveled all the property around there. The city came and set a new pole up there. I told them if they vacate it I will have my service changed to the main pole next to the road. Which is 5th street and would take it from there to the shop building. The main reason I want to vacate it. I have had a portable welder stolen off of that lot. I have had several people drive onto the lot to look around. I went out there one time and asked a man what he was doing there and he said he was looking to see what size ball he needed so he could back up and steal a trailer. Molly, I think you have walked behind that before I got there so you can attest that it's almost impossible to walk back there before it was leveled off. That is my main reason to try and secure the property. If they are worried about power there is still power available at 4th and Locust. There's a street life there on the street that could be run across. The Fourth Street has actually been vacated quite a while back. It no longer goes into the subdivision because there's no place for it to go anyway. Everything's pretty much straight up and down all the way around.

Member Hammer: Are there any utilities down this?

Ray Downs, Applicant: The only utility is my power pole.

Member Hammer: No gas or anything?

Ray Downs, Applicant: No gas and everything are on Locust Street.

Chairman Sisney: The letter enclosed from 415 says the reason they oppose is they're afraid you're going to make more dense housing up there. Is that your intention to make more dense housing on your property?

Ray Downs, Applicant: No.

Chairman Sisney: Because it just said, if this actually would permit the Dows to increase home density here on locust, I am against it.

Assistant City Manager Alvarez: Remember that you don't, you don't get to identify whether he can or cannot develop his property. So if you choose to vacate.

Chairman Sisney: That's not what I'm going for.

Assistant City Manager Alvarez: I just am letting you know you don't get to identify whether or not he gets to make dense housing.

Chairman Sisney: Right. My point that I'm trying to make is, if someone's complaining opposing something that pulls a lot of sway with me, but if they're saying if, then they're really not opposing, unless he's planning on it.

Assistant City Manager Alvarez: With that being said, somebody could tell you they are or are not going to do something right walk out of here and do the opposite, and as long as they develop it within the code, they're allowed to do it. So, I don't want your decision to be based on whether or not you think he may or may not do something.

Member Hammer: If he wanted to make it more dense outside of the current zoning, he would have to approach the city so, and that would be a future request that's irrelevant to this topic.

Ray Downs, Applicant: There are several lots on the other subdivided. The only ones I own are the ones right there where I'm at. There's not enough room behind there probably to meet mostly setbacks. There's no water available. There is no sewer available. There only thing that's available at that is electric, gas is on the front, water is in the front, sewers, and it's not my intent to do that. I don't know what Paul's intent across the street is. The property next adjacent to me, just south of that the other 45 by 140 foot piece. That's the only thing you're going to be able to put in. There's a single, wide mobile home, or very, very small house, because of the setback. I've actually tried to buy that property twice for a driveway.

Member Hammer: So right now, I'm just trying to get clear so you own the top three parcels and the other parcel is someone else but he's not Paul.

Ray Downs, Applicant: That's the McKinney Trust.

Member Hammer: But he's not Paul. So, the McKinney trust are they opposed or for this or no response?

Assistant City Manager Alvarez: No response.

Member Hammer: Your parcel does not touch Paul's property?

Ray Downs, Applicant: No he's across the street.

Member Hammer: to be clear who was, who is opposing. If it was this person, we would need to take in a little bit more consideration. But okay, I don't have any more questions.

Chairman Sisney opened the public hearing.

Proponents: Ron Fenn

Opponents: Paul Richardson

Paul Richards: include email.

Ron Fenn: I have known Ray for a long time. Actually, I don't want him to leave, but that's beside the point. I have problem with Mr. Paul Richardson, however, and reading his letter in opposition of this. He mentioned that Mr. Ray Downs is trying to sell his house, but he didn't mention the fact that he is selling his house and has already probably sold it. He's a realtor. He has not moved there with his family or anything else. He was a single man that moved into the house. He didn't even furnish it. I've been in his house, and he was turning around and flipping the property. So, this is very ingenuous, this letter that he wrote because he's selling his property and he won't be there if he's already has. He's taken the signs down. By the way, I don't know whether or not he sold the property or not, but he is not representing that this is a family that's looking for this quiet neighborhood or anything else. And one of the factors that I looked at when I looked at the plat, it's the fact that there's a property owner that with that, without the vacation, has a piece of property that is totally landlocked, that has no access to a public street. And so, there's a benefit to that. Would be the people, I guess, that didn't answer. I don't know what their purpose is in owning the land or anything else. But it would seem to me that by leaving that alleyway there, it land locks a piece of property, making it much less valuable than would be if they had access to a public street, because unless you're a mountain goat, you have no access from Poplar. That is, I mean, it's just very steep, sheer drop off of significant footage. Anyway, that is all I can say is there doesn't seem to be a value in a in an alley that goes nowhere, because, as you can see from the from the plat, it only goes through a couple of pieces of property and then ends. It would not be sufficient for, let's say, a turnaround of trash trucks or anything else. Both of those areas that would be freed up from that alley would have public access on a public street, meaning Locust Street. Therefore there's no need for, let's say, an alley to go down there behind those properties for any reason I can imagine in the future, because that property has been for sale or vacant for as many years as it's been there. But given the fact that variances are my estimation very too regularly, given this one would impact no one negatively, as opposed to variances for, let's say sidewalks and curbs and gutters and all of that, just because other people say, Well, nobody else has got it, so I don't want it either. That's the way the city ends up without sidewalks and curves and

everything else. I am totally in as much as I would hate to see my friend Mr. Downs leave community. I know he's not trying to develop that land into anything.

Member Hammer: I walk by this property almost every day with my dogs. So, I'm very familiar with it. Given the topography of this area, including that really steep, unbuildable hill. No one will ever build on and the area, I don't have any objection to this request.

Chairman Sisney: Let me ask you something. If you bought that property and you had access from an alley when you bought it, how would you feel if someone tried to take your access away from your property?

Member Hammer: They're not here, right? This, this property here are you talking about? This one down below?

Chairman Sisney: I'm talking about the two that are going to lose access to the alley.

Member Hammer: They received a letter, right? This is the property owner.

Assistant City Manager Alvarez: They received certified letter. If ultimately the Commission approves the request to vacate, then the attorney has to go through a legal process, and the vacation legal descriptions are divided up within potential property owners. They'd have to accept that as well.

Member Hammer: Okay, there is a layer and there is a possibility that they can oppose at that time.

Chairman Sisney: They sent an email opposing

Member Hammer: The emails from the neighbor across the street that doesn't have any property adjacent.

Chairman Sisney: The people that own these two lots right here they did not respond.

Assistant City Manager Alvarez: No.

Chairman Sisney: Gotcha. All right. Thank you.

Assistant City Manager Alvarez: I noted my action form stated incorrectly.

Member Hammer: The neighbor who wrote the email is across the street. He doesn't have any property adjacent or touching this or any of these.

Assistant City Manager Alvarez: He is within the 300 feet.

Member Hammer: He is within the 300 feet so. But physically, his property doesn't touch it.

Chairman Sisney: Gotcha.

Member Luchini: But he still says no. My concern is the safety. I know there is emergency access on Locust. But I mean, the alleys were put there for a reason, and obviously, you know, it doesn't go completely south nor completely north.

Chairman Sisney: Who owns the rest of the lots?

Member Hammer: Pre Real.

Assistant City Manager Alvarez: They were also notified.

Chairman Sisney: No comment from them?

Assistant City Manager Alvarez: No nothing, except for the one email that we received. Actually, they gave me a phone call, and I asked them if they wanted it as part of the record, to email me the information. So they followed up with an email. That's the only response I got from anybody.

Chairman Sisney: Excuse me, Miss Alvarez, Pre Real did not wish to comment on the fact that, well, so they don't care if there's an alley there or not?

Assistant City Manager Alvarez: I received no response, except for the one email that you have.

Member Luchini: My concern was just the alley and access to alley for the other accessible lots south of Mr. Downs.

Member Hammer made a motion to recommend approval to the City Commission for a Request for Vacation of Plats at 418 Locust Street. Vice-Chairman Buhler seconded the motion. Roll call vote was taken.

Member Hammer – Aye
Member Luchini – Nay
Chairman Sisney – Nay
Vice-Chairman Buhler – Aye

Motion was 2-2.

Chairman Sisney: I know, so it's a push, and therefore it will advance to City Commission. So I'll let you know what's up. So, you understand that nothing really happened today, move on and they'll make a decision. So thanks for coming. Thanks for the time.

c) Discussion/Action: Request for Plat Amendment at 2300 Veater.

Assistant City Manager Alvarez: The applicant is requesting to split two separate parcels that they have into four parcels, because you can see from the items in your agenda packet, they are two very large parcels. The property is located in the T-1 district. All parcels meet the lot size requirements, and they'll have either direct access or legal easement access to all city-maintained utilities and streets. All documents have been submitted and certified letters to property owners is required. The applicant is out of state right now. He's a resident of town. He just travels, and he just happens to be out of state. He did request that I read his letter. "Dear P & Z board members, thank you for considering this re-plot. I'm sorry not to be present, but I'm out of state and unable to attend. The farm is currently in 2 20+ acre parcels, and I would like to divide it into 4 10+ acres. Listed below are the reasons I'm asking for this re-plot. One, I desire to have one parcel for myself and my other two family members, one for each, and have a small Farm and Home site. Two, as water becomes more and more scarce, it's difficult to keep this much acreage alive and well-managed. It's my intent to keep farming the total acreage if I'm able to get an approved supplemental well. I do not wish to burden on the city and will not require any utility extensions other than service lines or taps. There's currently power on all four sides, water and sewer and Veater street, I have allowed for a 50-foot easement for private utility lines, privately maintained roadway. This with roadway would be adequate for future growth, should the city need and desire it. Should my family or I ever decide to sell, we would be giving the owners of the two homes in the northeast corner of the original farm an opportunity to purchase and add the 9.8+ acres to their place. Again, I wish I could be there in person. Thank you for considering this request. With regards, Walt Martin" who is our applicant, and with that, I stand for any questions.

Member Hammer: So between the quadrant before the sub-plat map, there is a road that's 30-feet wide that runs down the middle.

Assistant City Manager Alvarez: Yeah, that's an easement he'll put in.

Member Hammer: Okay, so these won't be stranded from the street.

Assistant City Manager Alvarez: Correct. They will not be landlocked, and it'll be a utility and roadway easement.

Chairman Sisney made a motion to recommend approval to the City Commission for a Request for Plat Amendment at 2300 Veater. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

d) Discussion/Action: Request for a Variance at 1199 E. Riverside.

Assistant City Manager Alvarez: Thank you, the applicant is requesting a variance for the minimum dwelling size of 1199 East Riverside. The property is in the RR-1 district. Existing structure on the property is 510 square feet, and the applicant would like to remodel that existing structure for livable dwelling purposes. RR-1 does require a minimum dwelling size of 800 square feet. Looks like, from what I could go back into from past history that the existing structure was maybe originally an accessory building prior to a lot split in maybe 2022. The structure does have unobstructed access to city maintained utilities and street and all required documents and fees have been submitted certified letters mailed To all property owners within the 100 square feet, and from a planning and zoning standpoint, if this was something that planning and zoning did recommend, and ultimately, City Commission did approve, the way we would look at this as it does improve a property that's just got a building sitting on it right now. They're not asking to bring in something smaller. They're asking to rehab an existing structure. And I don't know what the structure was prior.

Vice-Chairman Buhler: You know, they're not here to take questions, correct?

Assistant City Manager Alvarez: They are, yes, Ma'am.

Chairman Sisney: These lines are not correct.

Assistant City Manager Alvarez: Yeah, please don't look at the lines. The lines are not correct. That's an overlay.

Chairman Sisney: And these two pieces of property are not the same owner.

Assistant City Manager Alvarez: No.

Chairman Sisney: Where's the fence? I can't see it. You know, I can usually see the fence, and I don't see a fence. Is there a fence between the two properties down the middle?

Member Hammer: So the main structure next to it, like, if you're standing on Riverside and you're looking to the left, there is a house there. Is in an adjacent property, or is that on the same property?

Chairman Sisney: Those are two different lots, and there's a fence between the two properties. But the red lines are off. You can see where they should be.

Member Hammer: How big is the lot?

Assistant City Manager Alvarez: For this one, we did not have any obvious proponents or opponents, and I will say I did not receive any emails or phone calls from any opponents or proponents.

Member Hammer: I can't read this, it's how many acres?

Rocky Mondello, Applicant: I'm Rocky Mondello, I own the property on 1199 East Riverside. And just for the record, the city allowed it to be split up several years ago before I bought it. This is kind of a real dwelling. It was a livable dwelling at one point. It's stuccoed –

Vice-Chairman Buhler: Now, are you talking about the little blue house?

Rocky Mondello, Applicant: No, it's brown. It's really ugly.

Member Hammer: Can I show you on maps?

Vice-Chairman Buhler: Yeah.

Chairman Sisney: That was Bill Wood's house.

Vice-Chairman Buhler: There was a fire there.

Chairman Sisney: Right I remember that.

Rocky Mondello, Applicant: Anyway, the city allowed it to be split up a few years back, and we bought it, I guess, in the '22 with it with the building on there. And now we're trying to remodel it, and I guess at some point, you know, change the size requirement after we bought it, but we just want to clean it up and make it a really nice little place.

Chairman Sisney: Have you considered adding another 300 square feet?

Rocky Mondello, Applicant: I have, I own the Morning Star building, and I just put $15,000 more into it. And so I'm just trying to do things in phases. So yeah, and I would like to in the future, absolutely.

Vice-Chairman Buhler: Yeah, you're kind of, this is kind of venturing into the tiny home aspect, and the city doesn't really have a good – we don't have a structure to work with that just yet. We're in the process of working on that. Setting a precedent, and having a bunch of tiny homes all along the river will put a lot of pressure on that area, for one, and I don't know that I'm, you know –

Rocky Mondello, Applicant: Well, this isn't a tiny home. It's a dwelling that exists already.

Vice-Chairman Buhler: Well, it's not livable.

Rocky Mondello, Applicant: Yeah, well.

Member Luchini: Do you live in it now?

Rocky Mondello, Applicant: Oh no, I live next door to it.

Vice-Chairman Buhler: This a shell. It's basically a shell, correct?

Rocky Mondello, Applicant: Well, it's more than a shell. It's got electric. You know, it was electric. It had some plumbing in it at one point, but it was livable.

Vice-Chairman Buhler: It was part of the other house.

Rocky Mondello, Applicant: It was part of a trailer that used to -

Chairman Sisney: Well, I thought they were two different owners. So you do own the property next to it.

Rocky Mondello, Applicant: I own the property next to it, yeah.

Member Hammer: To the right or the left? If you're standing on the street.

Chairman Siseny: The original property, you own that piece too, that this was connected to?

Rocky Mondello, Applicant: No, not the original.

Member Hammer: So if you're standing on the street and looking at the property in question, is your house to the right?

Rocky Mondello, Applicant: Yes, right.

Member Hammer: Thank you.

Member Luchini: The one with the slanted roof and the boat?

Member Hammer: No, that's the one we're talking about. That's 510 square feet. And then he owns the property to the right down here.
Vice-Chairman Buhler: Now, would it meet, like, base flood elevation and all of that for being on the river? Because it's on the river.

Assistant City Manager Alvarez: Any development or remodel that they go through has to go through Travis Atwell, flood manager, all of that stuff gets submitted to him, as well as through CID for permitting and electrical.

Vice-Chairman Buhler: So he would have to have a permit.

Assistant City Manager Alvarez: They would have to go through everything –

Rocky Mondello, Applicant: I would like to say that all the houses there are ground level already, so I'm not sure what you're saying. And this house actually is about three feet off the ground.

Vice-Chairman Buhler: Well, it should meet whatever the code requires.

Member Hammer: I'm sorry, were there proponents or opponents to this particular variance request?

Assistant City Manager Alvarez: I've not received anything from anyone.

Member Hammer: I, personally, like the idea of having smaller homes on properties. We've had this discussion many times in many, many of our discussions here, I just don't know if we're ready yet to stipulate what that means, because we haven't really come to an agreement in our own discussions, or, you know, giving that to the commission, and I think it's something we want to do. I just think we need to be careful about setting a precedent that we don't have guidance for yet. But I like the idea. I'm just, I'm conflicted on how to move forward, given we don't have specific code for smaller homes or ADUs.

Rocky Mondello, Applicant: I'd like to ask you, this really be a precedence if the house already is there and has been there for a very long time?

Chairman Sisney: It used to be twice the size of this now.

Rocky Mondello, Applicant: No, not the house. There was a mobile home, a trailer, attached to it. That was a drug trailer that my son, who owns the other property, got rid of. It was terrible.

Chairman Sisney: Is your son? I remember that. I remember when this, when this property was all, together, that was your son?

Rocky Mondello, Applicant: Yeah.

Chairman Sisney: How long ago was that?

Rocky Mondello, Applicant: I'm going to guess four or five years ago.

Chairman Sisney: Okay, I'm talking about before that, when this was all one. This was all connected.

Rocky Mondello, Applicant: Yeah.

Assistant City Manager Alvarez: It was 2022 that you guys approved the summary plat. 2022 is when It was approved to split that lot.

Member Hammer: And what was it a part of again? The left or the right, if you're standing on the street.

Chairman Sisney: This used to be – this house here to the left, and this, they were connected. This property was twice as large. It caught on fire, and they tore down half of it. They closed in this part of it. I remember this property.

Rocky Mondello, Applicant: And that and that was attached to a trailer. The little house that exists, the other house was never attached to that house. There was a trailer there, and like I said, it was a drug trailer.

Vice-Chairman Buhler: And there's 10 feet between the other structure.

Assistant City Manager Alvarez: Yes, it meets all of the required setbacks other than the dwelling size.

Vice-Chairman Buhler: So the total inside, the total square foot is 510. Could you make that a little bigger?

Rocky Mondello, Applicant: I can't this week, I'm putting so much money into 421, my building downtown, I just spent $9,000 redoing the electric. I'm going to put a roof on.

Vice-Chairman Buhler: Well, it's in shameful condition right now. It's been in shameful condition for a long time.

Rocky Mondello, Applicant: I agree, that's why I'm here.

Rocky Mondello, Applicant: I'd like to, you know, at least get it prettier, and then, you know, I would like to remodel and make it bigger and better. But right now, you know, I'm going to have to put a new roof on, and I'm going to do a lot of re-stucco, just a lot of things, just to make it what it is. And then, you know, as business of life goes on, you know, I have limited funds, so you know. Yeah, and it really is an eyesore. I'd love to, you know, get what I need for utilities to get a remodel. I already talked to a contractor to come in and do some things to it.

Vice-Chairman Buhler: You could almost call it like a mother in law house, but I know it's not in the backyard. Well, I'm serious. You could call it a granny house, and that's what you might want to, when you go before the city, you might want to express that.

Member Hammer: So when we're considering the request, we should be going back to our findings of fact sheet as well.

Chairman Sisney: I don't think we should. I don't think we should make a variance.

Rocky Mondello, Applicant: Because of the size?

Chairman Sisney: Because of the size.

Rocky Mondello, Applicant: So you just want it to stay there looking just as ugly as it is? It's pretty ugly.

Chairman Sisney: If you're going to do it, add 300 square feet to it.

Chairman Sisney: You don't have to pour a slab. You already said it's off the ground.

Rocky Mondello, Applicant: Right.

Chairman Sisney: Then we don't have to set a precedence, and we don't have to make a variance, because this is something that we've been working on for, for quite a while, to establish.
Rocky Mondello, Applicant: Let me ask you something, how long have you been working on it?

Chairman Sisney: On this?

Rocky Mondello, Applicant: On the size requirements.

Chairman Sisney: We've been, this has been, how long have you been here, Molly?

Member Hammer: A year. So the city has a priority list of what they need to do in general, but then also I know that the Mr. Whitehead, who is not here to speak for this, but he wants to look at all the ordinances, like we're doing a review, because there's some language that might be not clear, so on and so forth. And so he wants to tackle all of the changes kind of at once.

Rocky Mondello, Applicant: I can understand that. What about the fact that I bought it before all this?

Member Hammer: You're bringing up a good point, which is more people want to do this, and I think that's important for us to consider. And I think maybe this will push this topic, this ordinance, kind of to the top of the list, because it does keep coming up. We need to make some decisions.

Chairman Sisney: When you bought it, it was not a residence. It was a shed.

Rocky Mondello, Applicant: No, that's not true. It's got plumbing and electric. It was a residence.

Member Hammer: Because it was attached to a mobile home.

Chairman Sisney: Yeah, it was.

Rocky Mondello, Applicant: It was a residence. That's why I bought it, figured that, you know, I don't know how it works, but you let it get subdivided. Had that little house, I'm going to call it a little house because it has plumbing and electric to it and water, you know, has everything, all the utilities at one point. And so I bought it, figured I'd remodel it. And that was four years ago. So seems a little unfair that I bought it with intend to do that, and now I can't. And again, I will expand it in the future, but I can't do it this week, there's only limited things I can do. And my downtown building takes some priority, some precedence, and I feel bad how this place looks. It's really not.

Vice-Chairman Buhler: You know, Riverside used to be the most beautiful street in the whole town.

Rocky Mondello, Applicant: I know.

Vice-Chairman Buhler: And there's problems there now, yeah. So now I know you would do it. I know you would do a nice job, Rocky. I know you would, your store is very nice. You bring a lot to our community, and that counts in my book.

Rocky Mondello, Applicant: Thank you.

Lynette Mondello, Applicant: I just wonder on expanding the size. First of all, I gave the variance to split the property. It's not a big piece of property, so that proportionately, that little building is actually a nice size. Our one plan is to put a deck. We were just looking at it today, so it will look over the river. It'll have a little more space, but it's not a big piece of property to make a bigger house on it. That would be one comment I would say, just what that would look like.

Member Luchini: Is there room on the lot to increase it to 800 feet?

Lynette Mondello, Applicant: I mean, there is room.

Chairman Sisney: It'd be 10 feet by 3 feet. You'd have to make it 3 feet longer.

Vice-Chairman Buhler: Are you going to change the roof line, or are you going to leave that roof like that is?

Chairman Sisney: You'd have to make the house three feet longer.

Lynette Mondello, Applicant: The only thing that we considered is adding, like a carport to the other side so it'll give it the peak.

Vice-Chairman Buhler: Right, so more symmetrical look to it.

Rocky Mondello, Applicant: It needs to be respected. Like you said, it got burned down, and right to have the house.

Lynette Mondello, Applicant: The problem is, one of the complaints that I have is, you know, we went to go get utilities, and whomever agreed to give the variance to split it, never considered that this place has no utilities. So for us to get started, it would be nice to have water. It would be nice to have electric, but we can't do it because it's not 800 square feet. So that's been a frustration for us, just to get started. To be honest, I can't get utilities for that, and I can't do utilities for the other property I own. Both I want to work on, but because of the these codes or whatever, I can't even get started. So it's been a little frustrating. And we do want to, even the house that we own, we would like to fix up things and have a nice – we want to be a part of the good changes to Riverside Drive for sure.

Member Hammer: I just want to see us, in working with the city, bring this, the tiny home and ADU topic, to the forefront. I think we need to set a precedent. The fact that this building is already here, they're not asking for a new build, and they can't get utilities to it because of the

size constraint. I think it's a reasonable size, 550, it's not 200 that we're trying to put into a home, and because of those facts, I would vote for it.

Member Hammer made a motion to recommend approval to the City Commission for a Request for a Variance at 1199 E. Riverside. Vice-Chairman Buhler seconded the motion. Roll call vote was taken. Roll call vote was taken.

Member Hammer – Aye
Member Luchini – Nay
Chairman Sisney – Nay
Vice-Chairman Buhler – Aye

Motion was 2-2.

Member Hammer: Thank you.

Chairman Sisney: Nothing personal either, you guys.

Vice-Chairman Buhler: You know, ours is only a recommendation, so you'll go before the city, and you'll have a, this is a practice, kind of a practice thing for you, too. So, you will hone in on the things you're going to do that you're going to make it a really nice place.

Rocky Mondello, Applicant: I've got blueprints. I want to make it pretty. I can't, like I said, I'm not crying, but I put a lot of money on my building down there, and business always comes first before. I mean, these are the little things.

Member Hammer: I overheard you say you have blueprints and a design for this new build. Bring that to the City Commission, I think that'll help your case.

Vice-Chairman Buhler: But you can understand where we're coming from, too.

Rocky Mondello, Applicant: Well, I can understand. But you know, it's a little frustrating, because if you said to go up and down Riverside.

Vice-Chairman Buhler: We're going to address some of those things too.

Rocky Mondello, Applicant: What about the lighting on Riverside?

Chairman Sisney: That'll have to be another time.

Vice-Chairman Buhler: Yeah, talk to the city manager about that, talk to Gary.

Rocky Mondello, Applicant: Because it used to be pretty amber lights, and now it's like daylight at night.

Vice-Chairman Buhler: We have no regulations on it. I don't know what they are.

Chairman Sisney: Those are down, firing lights in their LED now, and that's why they're offensive. It's because of the color of the light.

Rocky Mondello, Applicant: I hear what you're saying. But we sit out in our backyard, and we can see that light shining on the trees across the river.

Chairman Sisney: Let me say something. I have had this problem in the past, on a light out in front of my house, and they came and shielded that light.

Vice-Chairman Buhler: Yeah, you know that house on Magnolia and Riverside, there's a man living in there, and it's a tuff shed. It's sitting on an old –

Assistant City Manager Alvarez: I know, I'm sorry. I would love to do something about it, but it was approved back in 2018, we have the documents. Whomever was in –
wasn't,

Vice-Chairman Buhler: You know, that house has only been there for a couple of years.

Assistant City Manager Alvarez: I'll look farther back, but it looks like they were approved. And they may not have put it there until recently.

Vice-Chairman Buhler: There was a barn, but that was all that was there.

Assistant City Manager Alvarez: What I'm saying is they may not have put it in place until 2020 or 2022, but we have signed approval in 2018 from past. I think it might have been Susanna or –

Vice-Chairman Buhler: You know, there was a trailer there at one time. You can see the runner.

Assistant City Manager Alvarez: Correct. I can go back in history on Google, and I can see exactly what was there.

Vice-Chairman Buhler: I mean, I'm telling you, it's not, it's not in line with the base flood elevation, none of that. It's not legal –

Deputy Clerk Martinez: The only thing I can suggest, Vice-Chairman Buhler, it's not an agenda item. If you want it, we could put it on the agenda for next meeting.

Assistant City Manager Alvarez: I can shorten that, if I can, please, Katy. If it does not meet floodplain, contact the floodplain manager, Travis Atwell. If you're concerned about structural, contact CID. As far as the building sitting on the lot approved, it was signed off by was signed off by, I think it was Susanna's signature, maybe Robbie's. It's hard to see what signature, but it's dated 2018, I reviewed that and looked it up last time you brought it to me. It was approved as a smaller dwelling.

Vice-Chairman Buhler: It's a shed.

Chairman Sisney: It wasn't there. That was brought on.

Vice-Chairman Buhler: It's not there in 2000, that's something else that they're using for that, because I have to tell you, this is a new thing that's come in here, and it's, you know, I mean, I would say maybe it's been there for two years, two, three years.

Assistant City Manager Alvarez: I'll go look it up again.

5. WORKSHOP:

a) Shipping Containers:

Chairman Sisney: Would we like to table item five?

Vice-Chairman Buhler: Oh, talking about the Conex boxes. I think we should until the next meeting.

Member Hammer: I just want to make a comment about this. I did submit a position paper back in October, it was appended to the ADU, and I put some shipping container info there. I should have resent it to you, I've been really busy this last month, but I can resend it.

Assistant City Manager Alvarez: We should be able to pull if you submitted it.

Deputy Clerk Martinez: Yeah, it'll be in that last packet that we sent for the last meeting that had all the position papers and all the minutes.

Member Hammer: Okay, I just see two here.

Assistant City Manager Alvarez: So is somebody going to make a motion to table item five?

Chairman Sisney made a motion to table item 5, Shipping Container Workshop. Vice-Chairman Buhler and Member Hammer seconded the motion. Roll call vote was taken. Roll call vote was taken.

Item Tabled.

Chairman Sisney: I'd like to close the meeting in 10 minutes. Would you like to discuss Item six for 10 minutes?

Member Hammer: I could discuss it for five.

6. **DISCUSSION:**
    a) **Sign Hights:**

Member Hammer: I'd really like feedback from the city. I brought this up at the last meeting. I also sent up a follow up email, and I never received a response. So I'm just trying to understand what the communication loop is here.

Assistant City Manager Alvarez: And I do apologize, part of that's on me. I had forwarded it off to Gary, and Gary was going to review and get back, and it's just been – please understand we have a lot of projects and literally, I didn't follow up with him, I'll own that.

Member Hammer: Yeah, I understand. Just an acknowledgement saying, "Hey, this is on our radar. Thank you for your response." would be great.

Assistant City Manager Alvarez: And if a reply was received, then I'd let Gary know. It's probably sitting in my drafts, and I apologize for that as well.

Member Hammer: It's alright. Yeah, I didn't receive that. I just wanted to point out a couple things, because I did a deep dive on our code after the last meeting, because I was trying to figure out what was legal and in our ordinance and what isn't. And I did go back to the agenda

on August 11, there were two items for variances, two requests. One was for the two signs to three. And the other was the square footage of the sign from 200 to 975 or whatever it is now. The height of that sign was never brought up. And so I had to go back and review and like, where do we see that? What were we voting on, you know, etc. And I also wanted to mention, and please correct me if I'm wrong, I have not studied the entire ordinance website, but I did look at number two. So the allowed height in our ordinance for a highway freestanding sign is 26 feet. There is a section in the code that allows the P & Z board and/or the city to allow a maximum increase in area, the sign area and the height. But we can't go above and beyond that.

Vice-Chairman Buhler: Well, part of the problem with that sign is it's on a big mountain, and so it makes it even bigger than it would be normally be. From my house, I can see it. It's like a glowing ember.

Member Hammer: I can see it in my backyard.

Vice-Chairman Buhler: Yeah, it's not great.

Member Hammer: When they turned all the lights on the other day, I sent another email because I was like, This is ridiculous. I can see this in my yard, a lit-up sign two miles away. And besides the subjective irritation, it shouldn't have been allowed, and we are only able to approve an increase of 20% in both the height and in the square footage of the sign. And so I'm not sure why it got permitted. In addition, when an applicant wants to come and ask for an increase in size, they have to ask for a special use permit, not a variance. So a variance is permanent. A special use permit has to be renewed. And so that did not come to our desk in that way. And Traci, I'm relying on you, because you have a lot of more tribal knowledge and a lot more experience with our code, but those are the things that I kind of discovered. I was like, Oh, we, we couldn't even approve this, even if we wanted to, because it was outside of that.

Assistant City Manager Alvarez: I'll take your information and go back to review.

Vice-Chairman Buhler: What were the city's findings with this? You know, when they ultimately went to them, what did the city find out? What did they ask? Yeah, we need to know that too.

Member Hammer: So I'm asking, I'll read this out loud, "Confirm that no height variance was properly noticed or approved on August 11, determine whether any lawful mechanism exists to authorize these dimensions that's not currently in code" I mean the sign's already up, so we

can't defer further action. It's already up and lit. And "what is our recourse with the company at this point?" because we're setting a dangerous precedent that we're willing to allow signs –

Vice-Chairman Buhler: Could they lower it?

Member Hammer: Yes.

Chairman Sisney: Molly, if you're reading the minutes, didn't I ask a question about them complying with dark skies?

Member Hammer: There's that, in addition.

Chairman Sisney: There is no way that is going to meet – And they assured us that they were going to observe all the dark sky rules.

Vice-Chairman Buhler: I remember that. And you know, that light is on all night long.

Member Hammer: I can see it from my bedroom window. So the other thing, I drove to Belen, drove to Albuquerque a couple weeks ago for a business trip. And there's a Love's in Belen that I often stop at, and that sign was like a third of the size of this one. Also all the renderings that they showed us, all the photos, that sign was really, really short. It was never very long, except for the freeway kind of captures, you know, went from one mile to a half a mile to a 10th of a mile, they captured that, but obviously we didn't see that in town. So I just, I would like for the city to review this and make a recommendation that they take down or shorten their sign.

Member Luchini: I see your point, and I see that the sign is big and on a hill. So wasn't that part of the questions; the signage from the visibility from the highway, because it was on the terrain approaching it?

Member Hammer: It was in the packet. It was not a specific variance request on that agenda for the sign height, so it was implied, and I feel like that really should have been outlined and presented to the public. And regardless, we weren't even allowed to approve anything over 20% of 26 feet.

Vice-Chairman Buhler: It's higher than our skyline. You know, our skyline is white lights, nice. And this thing is like, it's just humungous.

Member Hammer: It's 265% over the allowed size. And 391% over the allowed square footage of its face. So we need to look at it to stay within our code. Otherwise, why have a code when future commercial projects want to come here, they just can put up a sign of whatever size they want. So thank you for listening to my follow up on that.

Assistant City Manager Alvarez: And I'll follow up with the city manager on your other emails. Again, I know it was received, and we've discussed it a couple times. It's just –

Member Hammer: All good. I know these things take time.

Vice-Chairman Buhler: Now, maybe talk to Jay too.

Member Hammer: Yeah, I feel like legal needs to look at this. At this point, we've permitted a sign that is completely out of bounds of our code. Bottom line.

Assistant City Manager Alvarez: When you pulled the minutes for P & Z, did you by chance pull the follow up minutes to the City Commission at all?

Member Hammer: I didn't, and I should.

Assistant City Manager Alvarez: Because usually that's those are the meetings that Jay does review. So I don't know if he made any comments in there or not, and definitely I'll follow up with him.

Member Hammer: Yeah, good idea. I'll look at the city after that, or two meetings after that, maybe I'll find it so August 11 was the P & Z meeting, and I'll look at the minutes on the city.

7. REPORTS FROM THE BOARD:

No Comments from the Board.

8. REPORTS FROM STAFF:

Assistant City Manager Alvarez: Wednesday, City Commission meeting, the day after tomorrow, is the last public hearing for our infrastructure capital improvement plan. So if anybody wants to attend, we'll do the presentation for public hearing for public comment, and then later on in the agenda, we'll do a presentation to the City Commission discussing last year's capital improvement plan, as well as any and all public comment we've received through to date, and have the commission potentially recommend any projects that they want to add or remove or

adjust on our ICIP plan. At the following meeting in June, because the first meeting in June is when the commission will do their final ranking and identify the five projects for the capital improvement.

Member Luchini: What time is the meeting on Wednesday?

Assistant City Manager Alvarez: 9am Wednesday.

Member Hammer: So you guys had a first meeting?

Assistant City Manager Alvarez: We had two public meetings, yeah.

Member Hammer: Okay, and then this is –

Assistant City Manager Alvarez: A third public meeting.

Member Hammer: I'll have to look at the minutes. I am gainfully employed full time, so I won't be able to attend.

Assistant City Manager Alvarez: We didn't receive a whole lot of turnout of the two public meetings. We received a little bit of input via, we have a QR code. I'm not technologically savvy, but people could do a QR code and submit; we received a couple of comments that way, as well as anybody could submit via Facebook, email, or phone call. We didn't have a whole lot of submission. I'm hoping that that means that's because we're addressing everybody's concerns. We are starting WSPI-1 construction, we had our pre-con meeting today. WSPI-1 is our USDA water line replacement project that's going to address a lot of pressure reducing valves around town, which will help with the pressure. They're going to be starting first on the water line replacement along new school road and Smith and they're doing that first because they want to try and get it all complete and done while summer and school's out. And then it'll also include a new water line that'll go, kind of from Smith road over towards the rodeo arena, kind of across that hill. That'll improve fire suppression. So that should be starting. They'll start surveying around the 18th of this month, and I think we'll be officially in construction first part of June.

Member Hammer: So good things happening. Thanks for the update.

Deputy Clerk Martinez: I have one report. I don't know if you got the email, but Lisa did email us to let us know that she will be out until September. She just has a lot of stuff going on.

Vice-Chairman Buhler: Okay, well we'll be here.

Member Hammer: How does that affect voting?

Deputy Clerk Martinez: As long as we have three, we have a quorum. But she did want to let us know that of course, if you guys wanted to try to put in another member – I think she's great. She did say she would be back in September because of her travelling and doing the meetings via phone is kind of hard, but she did say she will be out until September.

Chairman Sisney: And five is the maximum on the board?

Deputy Clerk Martinez: Correct.

Vice-Chairman Buhler: If somebody has to do something or go somewhere, you can always call in too, and be on that way. We'll just do our best to be here. And three, one more person could be absent.

9. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 5:32 p.m.

PASSED AND APPROVED ON THIS 8th DAY OF JUNE, 2026.

_____

Chris Sisney, Chairman
Planning & Zoning Board

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.3

MEETING DATE: May 27, 2026

SUBJECT: Discussion/Action: Vacation of Plats – 418 Locust St
DEPARTMENT: Community Development
DATE SUBMITTED: May 21, 2026
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Applicant is requesting the city vacate the alleyway adjacent to 418 Locust St. Applicant owns properties on both sides of alleyway – Parcel 3022078407299 (418 Locust), Parcel 3022078423296 and Parcel 3022078423302. All property owners within 300ft were notified of public hearing. Public hearing was held at the P & Z Meeting on 5-11-26. Opponent: 1 (via email); Proponent – 1 (refer to draft minutes).

Recommendation:

Motion was 2-2 (1 board member was absent)

Attachments:

- P & Z Agenda Packet
- 5-11-26 P & Z Draft Minutes – Applicable section highlighted

-

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 5-27-26

CITY OF TRUTH OR CONSEQUENCES

PLANNING AND ZONING COMMISSION ACTION FORM

DATE: 5-11-2026

ITEM: Public Hearing/Discussion/Action – Vacation of Plats – 418 Locust St.

BACKGROUND:

Applicant is requesting the city vacate the alleyway adjacent to 418 Locust St. Applicant owns properties on both sides of alleyway – Parcel 3022078407299 (418 Locust), Parcel 3022078423296 and Parcel 3022078423302. All property owners within 300ft were notified of public hearing.

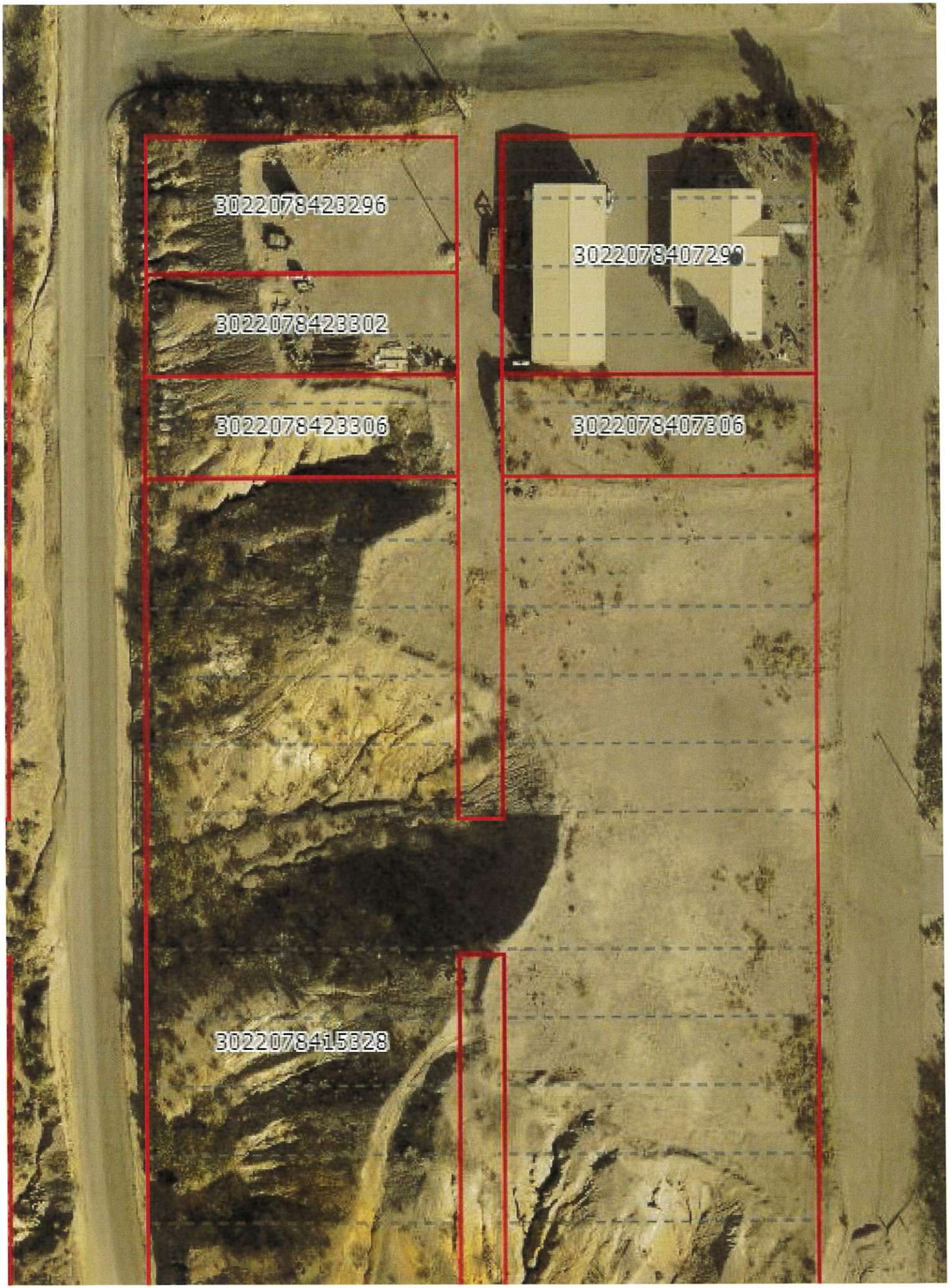
Owner of parcels 3022078423306 and 3022078407306, both within the alley, is against it. Vacation of alleyway would block access to parcel 3022078423306.

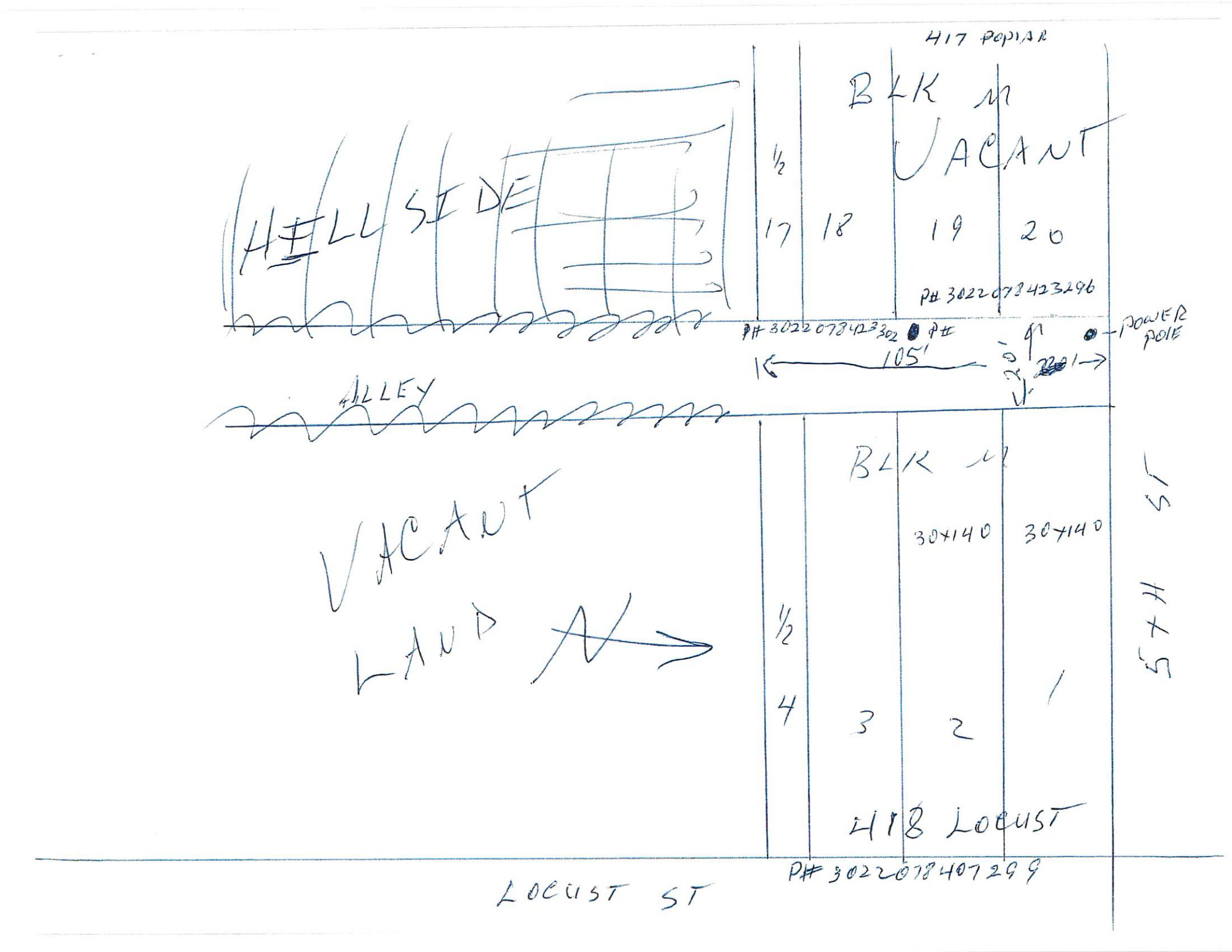
If approved, applicant would need to provide survey with legal descriptions.

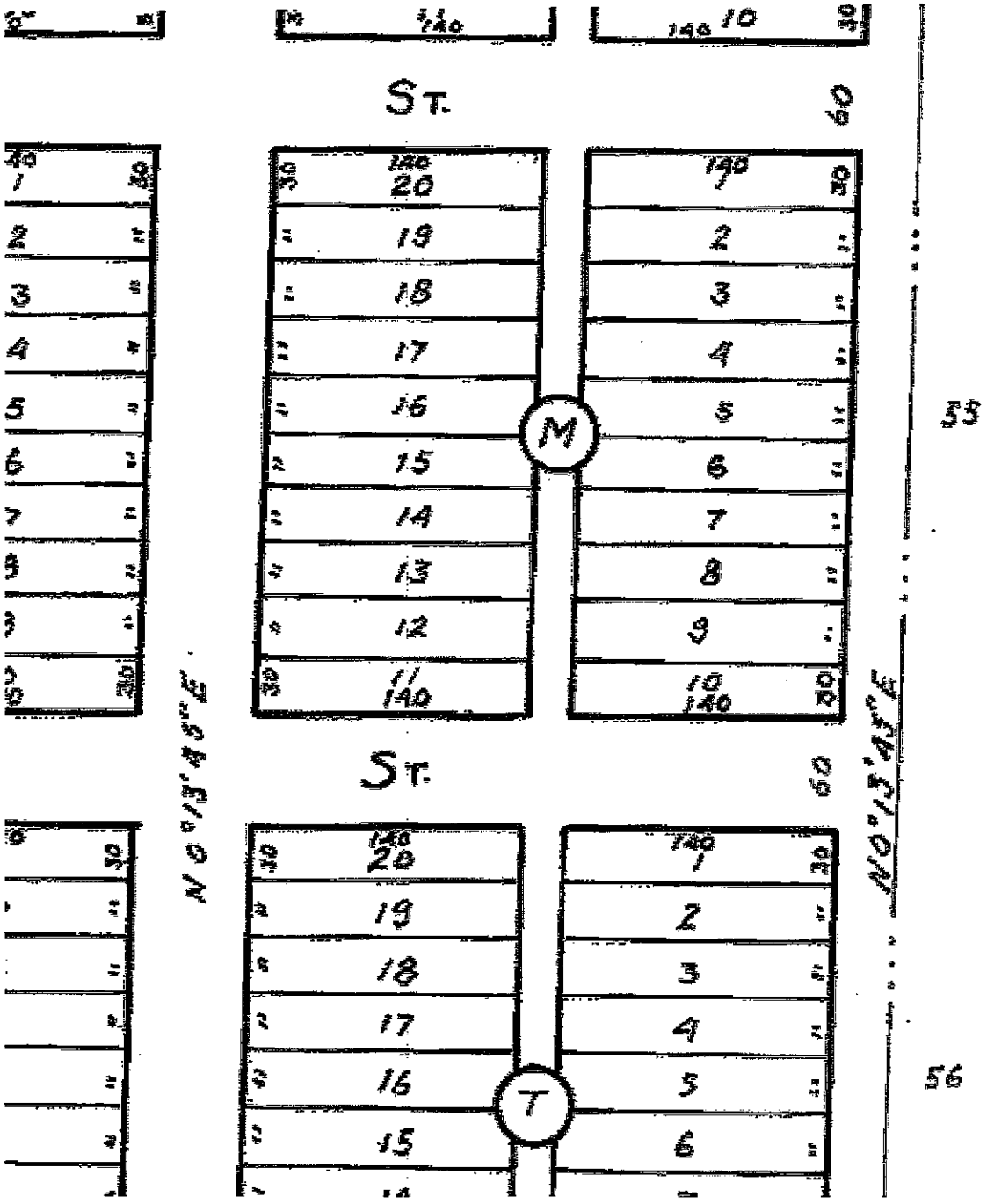
SUPPORT INFORMATION:

Site Plan
Parcel Maps
Public Hearing Notice
Applicable Code

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.gov	Phone: 575-952-0565	

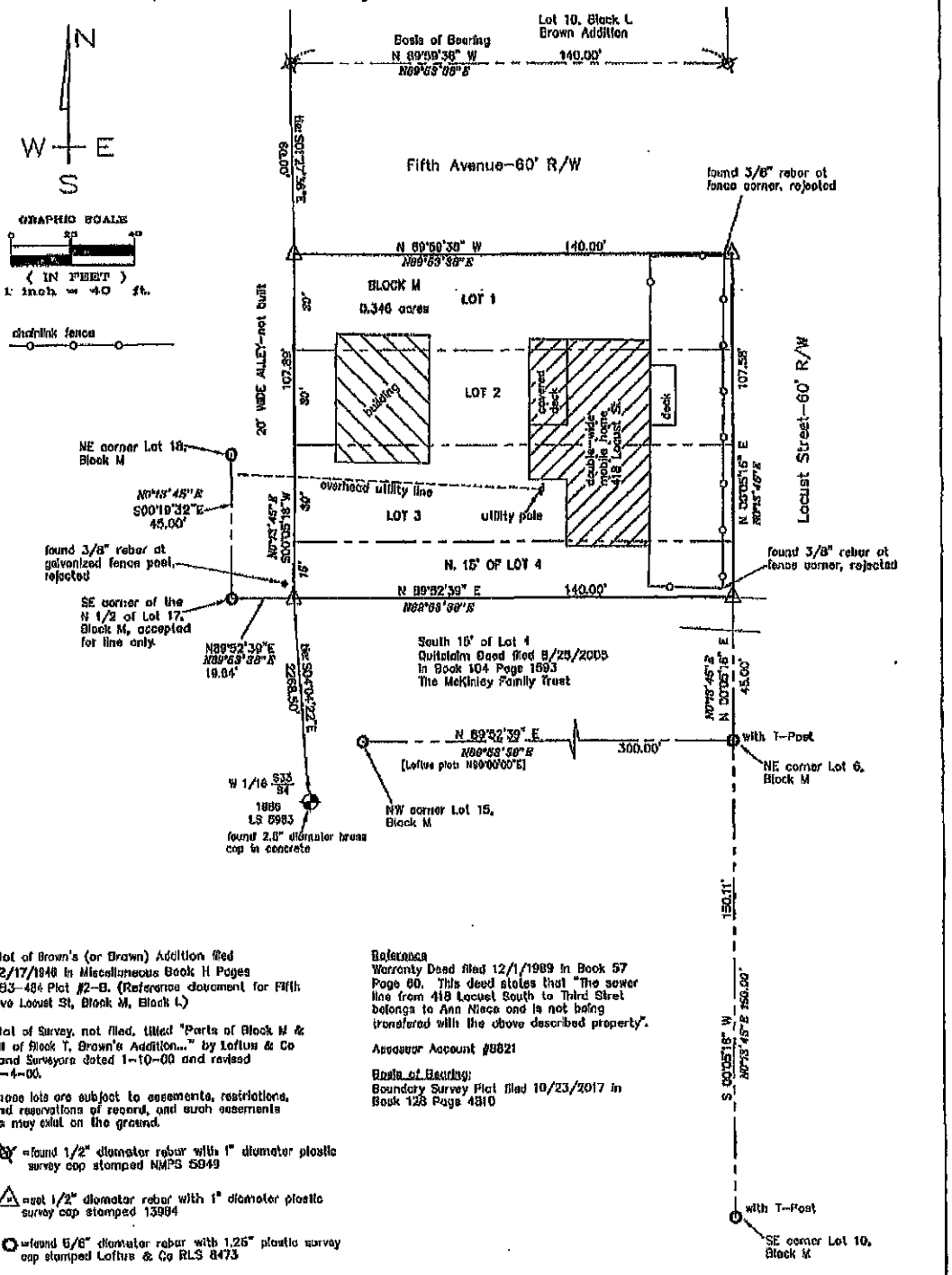

3022078423296
3022078407299
3022078423302
3022078423306
3022078407306
3022078415328


417 POPLAR
BLK M
VACANT
½
17
18
19
20
HILLSIDE
P# 3022078423296
P# 3022078423302
P#
POWER POLE
105'
20'
ALLEY
VACANT
LAND
BLK M
30x140
30x140
½
4
3
2
1
418 LOCUST
P# 3022078407299
5TH ST
LOCUST ST


St.
St.
M
T
N 0°13'45" E
N 0°13'45" E
53
56
60
60
140
30

BOUNDARY SURVEY PLAT

LOTS 1, 2, 3, and the north 15' of Lot 4, Block M, Brown's (or Brown) Addition, Truth or Consequences, Sierra County, New Mexico



Plat of Brown's (or Brown) Addition filed 12/17/1948 in Miscellaneous Book H Pages 483–484 Plat #2–B. (Reference document for Fifth Ave Locust St, Block M, Block L)

Plat of Survey, not filed, titled "Parts of Block M & all of Block T, Brown's Addition..." by Loftus & Co Land Surveyors dated 1–10–00 and revised 4–4–00.

These lots are subject to easements, restrictions, and reservations of record, and such easements as may exist on the ground.

= found 1/2" diameter rebar with 1" diameter plastic survey cap stamped NMPS 5949

= set 1/2" diameter rebar with 1" diameter plastic survey cap stamped 13984

= found 5/8" diameter rebar with 1.25" plastic survey cap stamped Loftus & Co RLS 8473

Found and accepted monuments tagged with a 1.25" diameter brass disc stamped 13984

monument dimensions are "outside diameter"

Reference
Warranty Deed filed 12/1/1989 in Book 57 Page 60. This deed states that "The sewer line from 418 Locust South to Third Stret belongs to Ann Niece and is not being transfered with the above described property".

Assessor Account #5821

Basis of Bearing:
Boundary Survey Plat filed 10/23/2017 in Book 128 Page 4310

Property lines of the surveyed subject lots are contiguous with each other and with property lines of adjoining lots.

Record dimensions, from subdivision plat referenced herein, shown in italics where record dimensions do not equal field measurements. Others are field measurements.

SURVEYORS CERTIFICATE

I, Jeff L Richter, New Mexico Professional Surveyor No. 13984, do hereby certify that this Boundary Survey Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the Minimum Standards for Surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief. I further certify that this work is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is an actual Boundary Survey Plat of an existing tract or tracts.

Jeff L Richter N.M.P.S. #13984 — Date 4-16-2018

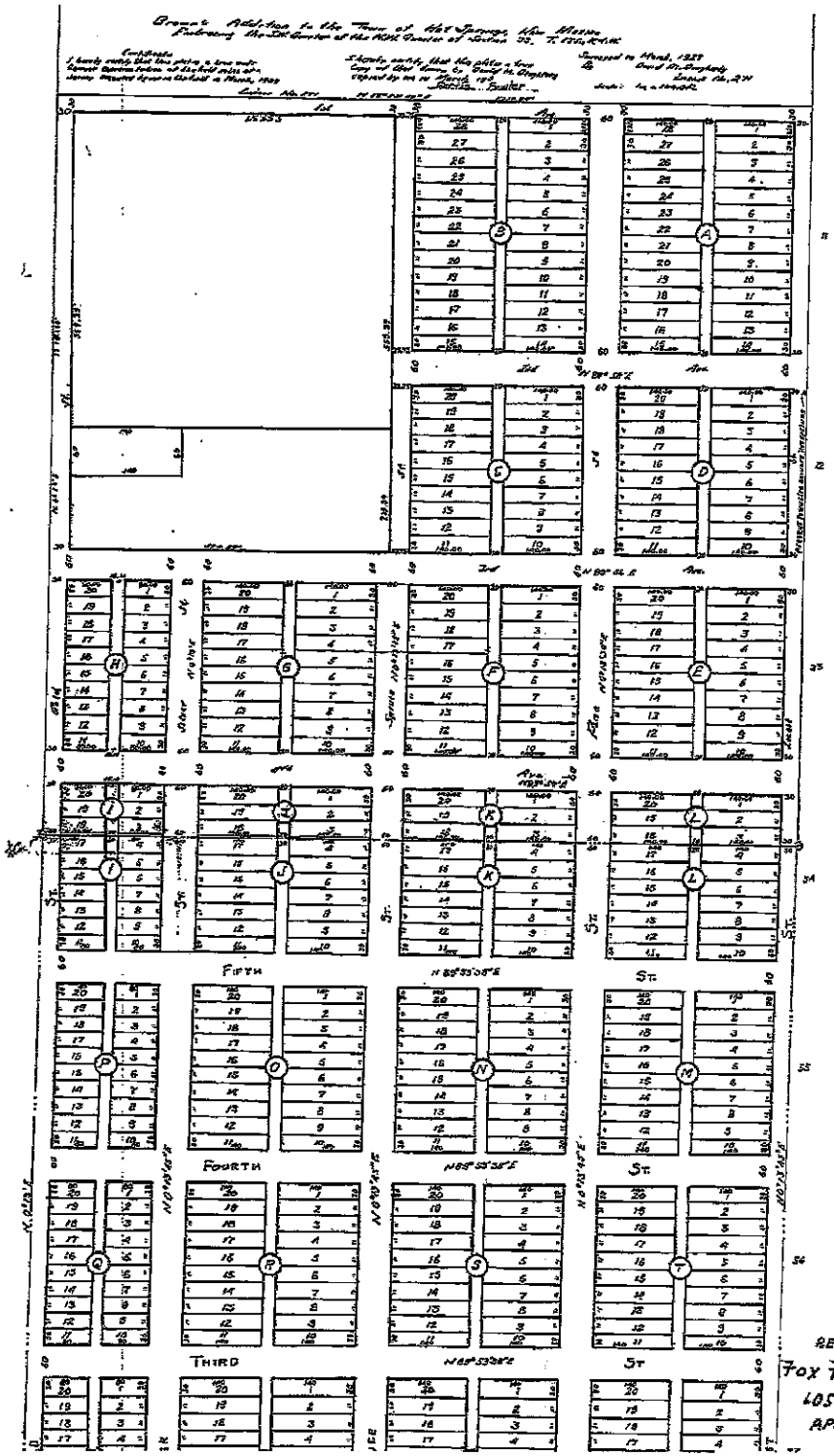
RICHTER LAND SURVEYING
614 BROADWAY P.O. BOX 1648
TRUTH OR CONSEQUENCES, NM 87901
575–894–2348

19014

INDEXING INFORMATION FOR COUNTY CLERK

Betty Harrelson
Sec 33, T13S, R4W
Brown Addition

SIERRA COUNTY, NM
SHELLY K TRUJILLO, COUNTY CLERK
201800817
Book 129 Page 4106
1 of 1
04/16/2018 02:08:46 PM
BY LAURAH



DEDICATION OF BROWN'S ADDITION TO HOT SPRINGS, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, that the above and foregoing subdivision of the two-several tracts, pieces or parcels of land and real estate situate, lying and being in the West one-half of the West one-half (W 1/2 W 1/2) and comprising all of the Southeast quarter of the Northwest quarter (SW 1/4 NW 1/4) and all of the Northwest quarter of the Southwest quarter (NW 1/4 SW 1/4) of section Thirty-three (33) in Township Thirteen (13) South, of Range Four (4) West, N.M.P.M., in Sierra County, New Mexico, and which the undersigned owner and proprietor hereinbefore caused to be platted, as shown by the certificate of surveyors as appears on this plat to which this dedication is with the free consent and in accordance with the desires of the undersigned owner and proprietor, and the streets and alleys as shown upon this said plat is dedicated to the public for its use and benefit forever; and the subdivisions thereof and thereon shown is designated and to be known as Brown's Addition to Hot Springs, New Mexico.

WHEREAS, the undersigned dedicator has heretofore made numerous sales of lots and pieces of land and real estate out of the area to the plat of which this dedication is attached, and in such conveyances made reference to said sub-division as Brown's Addition, and as Brown's Proposed Addition to the Town or City of Hot Springs, New Mexico; it was, and continues to be, the intent of the undersigned that this dedication of said sub-division shall be retro-active to March, 1927.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this October 28, A.D. 1946.

James Wm. Brown

STATE OF NEW MEXICO ss
COUNTY OF SIERRA

On this 28th day of October, A.D. 1946, before me personally appeared J. W. M. BROWN to me known to be the person described in and who executed the above and foregoing dedication of Brown's Addition to Hot Springs, New Mexico, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My commission expires:
March 22, 1947

Notary Public
Douglass Fitzhugh

CERTIFICATE

November 14, 1946

I, hereby certify that I have checked the plat of BROWN'S ADDITION, as surveyed by David M. Dougherty in March 1927, and copied by Curtis Fowler in March 1937, by the original plat and find it to be a true and correct copy

License 983

E. H. BLACK
Land Surveyor

Approved by the City Council of the City of Hot Springs New Mexico this December 10, 1946.

Mayor T. O. Mims

Attest:

City Clerk. Bessie M. Allen

N

BROWN ADDITION

TO THE CITY OF HOT SPRINGS
SIERRA COUNTY, NEW MEX.
NW 1/4 SW 1/4 SEC. 33 T13S, R4W. N.M.P.M.
SCALE: 1" = 100'

REDRAWN BY:
FOX FIRE MAPPING Co.
LOS LUNAS OFFICE
APRIL, 1983

STATE OF NEW MEXICO
County of Sierra
I HEREBY Certify that this Instrument was filed for record on the 17th day of Dec., A.D., 1946 at 3 o'clock P.M. and duly recorded in Book H page 488-494 of Miscellaneous

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, May 11, 2026, to receive input regarding the following:

Public Hearing/Discussion/Action: Request to Vacate Chapter 15 – Subdivision Code Sec. 15-18. – Vacation of plats. – 418 Locust St., Truth or Consequences, NM 87901

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

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

The agenda may be obtained on Friday, May 8, 2026 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Thursday, April 9, 2026

Outlook

Re: Ray and Linda Downs, 418 Locust 'vacation of plats' hearing/request

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From Alvarez, Traci <talvarez@torcnm.org>

Date Thu 4/2/2026 9:08 PM

To Paul Richardson <prworld9000@yahoo.com>; Martinez, Katy <kmartinez@torcnm.gov>; Torres, Angela <aatorres@torcnm.gov>

Good evening,
I have received your email and I am including our City Clerk's office so it can be added to the record. Once I have prepared the item for the agenda, I will send you the property packet information for any further questions or concerns.
Thank you,
Traci

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565
PLEASE UPDATE YOUR RECORDS WITH NEW EMAIL ADDRESS (.GOV)
talvarez@torcnm.gov

From: Paul Richardson <prworld9000@yahoo.com>
Sent: Thursday, April 2, 2026 5:50 PM
To: Alvarez, Traci <talvarez@torcnm.org>
Subject: Ray and Linda Downs, 418 Locust 'vacation of plats' hearing/request

Hello Ms Alvarez,
I received the notice of this hearing today.
If this action would permit the Downs' to increase home density here on Locust, I am **against** it.
Locust as you know is a quiet, almost zero traffic small dirt road here in T Or C, which is a large part of why we bought here at #415.
I will be unable to attend your hearing in person, but please read my opinion into the record prior to any vote.
You may know that the Downs have this home for sale, he is a mobile home seller/developer and may be looking for more build-ability (profit) than they originally purchased, at the expense of the rest of the neighborhood.
Thank you so much, please call with any questions.
Best, PR

Paul Richardson, mgr

Prometheus, LLC
415 Locust, 87901
575-740-1429

Sec. 15-18. Vacation of plats.

A. *Purpose of vacation of plat:* A vacation of plat occurs when part or all of a filed subdivision plat is eliminated.

B. *Cause:* All of or any part of a final plat filed with the County Clerk may be vacated if:

1. The owners of record of the land proposed to be vacated sign an acknowledged statement declaring their wish that the plat or portion of a plat be vacated; or

2. The City Commission finds that the plat's approval was obtained by misrepresentation or fraud and orders a statement of vacation to be prepared.

C. *Processes of vacation:* Vacations of plat that result in the decrease in the number of lots by not more than one lot may be processed using the Alternate Summary Process.

D. *Statement of vacation:*

1. The vacation of all or a portion of a final plat by the owners of land within a subdivision may be initiated by submittal to the City's Zoning Administrator of the statement of vacation bearing the acknowledged signatures of all owners of record of property within the subdivided land to be vacated.

2. The vacation of all or a portion of a final plat by the owners of land within a subdivision may also be initiated by a vote of a majority of the City Commission.

3. Statements of vacation shall be accompanied by a list of the names of all owners of record of property within and contiguous to the subdivided land to be vacated, and shall also be accompanied by acknowledged statements by the authorized representatives of all utility companies that have easements within the area proposed for vacation, which statements shall state the utilities' agreement to or opposition to such vacation insofar as it affects their rights to use dedicated easements in the subdivision.

E. *Scheduling and notification:* Within 60 days of receiving a statement of vacation and the appropriate review fee, the City Commission shall approve or deny the vacation, subject to the following:

1. Action shall be taken in a public meeting;

2. At least 15 days prior to the meeting, notice of public hearing shall have been transmitted by first class mail to all owners of private property contiguous to or within 300 feet of the land to be vacated, and to all utilities with easements within or adjacent to the land proposed for vacation.

F. *Action:* In approving conditionally approving or denying a vacation, the City Commission shall determine if the vacation is in the best interests of the public well-being, and whether any person is adversely affected by the vacation.

G. *Right to retain roadways and utility easements:* The City Commission may require that dedicated roads within the area proposed for vacation remain dedicated, and may require that the rights of any utility existing before the vacation not be affected by the vacation.

H. *Filing:* The City Commission's decision shall be filed in the records of the County Clerk of Sierra County by the applicant who shall also pay all required fees. When a vacation is approved, The County Clerk shall mark the final plat with the words "vacated" and shall refer on the final plat to the volume and page on which the statement of vacation is recorded. When a plat is partially vacated, both the City Commission's decision and the plat showing the partial vacation shall be filed in the records of the County Clerk of Sierra County. The County Clerk shall mark the final plat with the words "partially vacated" and shall refer on the final plat to both the volume and page on which the statement of vacation is filed, and the volume and page of the plat showing the area vacated.

(Ord. No. 555, 5-23-06)

CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, MAY 11, 2026

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, May 11, 2026 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy City Clerk

1. **APPROVAL OF AGENDA:**

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

2. **APPROVAL OF MINUTES:**
   a) **April 9, 2026.**

Vice-Chairman Buhler: I have one correction, take one word out on page 11, the second big paragraph, something I said, there's two someone's and one of them needs to come out. Strike the first one. Thank you.

Member Hammer: I have one point, was the letter that I brought during the last meeting for reports from the board included in the minutes? I don't see it. And how do you guys do that?

Deputy Clerk Martinez: We'll include it when we upload them to the website. Our minutes are verbatim, so everything you've read is in the minutes.

Member Hammer: So any additional documentation that is brought to the meeting, that wasn't in the original agenda packet, how does that get included on the following meetings?

Deputy Clerk Martinez: The minutes are verbatim, so it's word-for-word. We'll still include it and let it be known that it's included, we will note that it's "attached here" but of course, it's also typed out in the minutes.

Member Hammer: And where would I find that if I were somebody in the public?

Deputy Clerk Martinez: On our website when we upload the minutes.

Member Hammer: Okay, thanks.

Member Hammer made a motion to approve the minutes with the change mentioned by Vice-Chairman Buhler. Member Luchini seconded the motion. Motion carried unanimously.

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

There were no comments from the public.

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

4. **PUBLIC HEARINGS (5 Minute Rule Applies)**
   a) **Public Hearing/Discussion/Action: Request for Vacation of Plats at W. Austin Street.**

Chairman Sisney opened the public hearing.

Proponents:

Opponents:

Assistant City Manager Alvarez: The first public hearing we have is for vacation of plats for West Austin Street, the applicant is requesting that the city vacate a section of West Austin street that's a adjacent to the following parcels identified within your agenda packet, and those are next To Tractor Supply, Fast Stop, and Cielo Vista RV park. Within my action form, I let you know that we were still in need of some additional information. I sent you guys out a secondary packet, or the clerk's office did, where we received quite a bit of information following up on this. So, the area that's being requested to vacate is a section of roadway that kind of corners in, I think you guys can see that on your map a little bit. It corners in around the corner where you go into Cielo Vista RV park, as well as an edge of Tractor Supply in the backside of Fast Stop. I'll bring the applicant or the representative up shortly, but this really sounds like a cleanup of

paperwork that was done back in the day. I definitely want you guys to hear from the applicant. I want the public hearing to be held and anybody for the opponents or proponents to be able to speak on behalf. And then probably what I would request is, if the P&Z board would like, you could maybe recommend this approval for further review and final concurrence with the City Commission and city attorney.

Member Buhler: I was wondering if the city attorney would be involved.

Assistant City Manager Alvarez: I would like to call Mr. Ashbaugh up. He's the representative, and he could give some more background information.

Chairman Sisney: Before we go any further. Will you show me what we're talking about here?

Josh Ashbaugh Tractor Supply Representative: I have additional paperwork. Do you guys want to look at it and kind of go through together?

Chairman Sisney: I'd like to see what you have.

Josh Ashbaugh Tractor Supply Representative: I'll just give a brief explanation. I think it's going to be easier if I get the overview, and then you all ask the questions, and I can answer your specific questions, but at the end of the day, there's a street that runs between what is now Fast Stop and the parking lot of Tractor Supply that is a platted street. It's in the Palomas Hot Springs subdivision, and we are requesting nothing to do with that street. But back in 1946 the then property owner conveyed an extension of that street outside, completely outside the Palomas Hot Springs subdivision, and it kind of, it doesn't go straight. It kind of turns a little bit to the right, to the north, that street was never built. As far as I can remember. I lived here my entire life. I remember when Turtleback Cafe, I think it was called Stuffies back then. I don't remember a street being there. I remember when Stuffies burned down, and I was, like, four. It's never been built, never been used, serves basically no purpose whatsoever. And then over the years, you'd be surprised how often this happened. Over the years, it just seems that everyone forgot about this tract of land out there. So, when we were doing the title search in 2022 closing, we discovered the issue. The parties did not want to wait. It's a whole long story that I won't go into, and so I said, well, I'll deal with this after closing. It took me four years to get to it. I wanted to get to it a little bit sooner. And so basically, I'm going to say this 10 times. And so, I apologize in advance. My goal is I need to fix title to the Tractor Supply property, and I want to leave everyone in the position the city, the adjacent property owner and Tractor Supply, in the position in which they thought they were, because no one's in the position with regard to the street where they thought they were at the end of the day. That's my goal. Is

we're just going to get it where everyone thought that's it. I mean, so that's basically the overview, and it might be, it's hand drawn in so, you know, it's not 100% accurate. But towards the end of what I just handed you is two copies of a survey. One is the clean copy, and one is my excellent drawing skill copy. And I can, we have to share it, but I actually have a full-size copy of that survey. You know, it's quite a large survey. It's been reduced down to a legal-size piece of paper. And so if you all want to look at that, I do need it back. So, I don't know how that works. I mean, you guys, I do need the original larger size survey back. If we want to look at it, we can, but I don't know how that gets put into the record exactly.

Assistant City Manager Alvarez: The Planning and Zoning Board will just make a recommendation, and so nothing will be approved and cemented until it goes to City Commission.

Josh Ashbaugh Tractor Supply Representative: If you don't want to look at it, you can, because it's, you know, full size. But if you go to the hand drawn version, it's red and blue and take the highlighted proportion. The red is where the extension of the street is, and again, that's 100% outside of the Palomas Hot Springs subdivision. I know that the city attorney kind of had concerns about that alley that runs right there, but it is on the west side of the alley completely outside the subdivision. And then that blue that I highlighted, that's an easement for the RV park. That easement was reserved, I believe in the second document I gave you in that packet, the first document is the 1946 deed to the city, and the second document I stapled them together, that one so that easement was reserved in this deed. At this point in time, in 1998 a portion of the Tractor Supply property and RV park were under common ownership, and they sold out the Tractor Supply portion to Alco, as we all recall back in 1998 and they reserved that easement that I outlined in blue for their benefit to service the RV park. So that easement is likely invalid, because you know, you cannot convey what you don't own, and in this case, you cannot reserve what you don't own. And as far as we can tell, the city owned that piece, because it's in the street that we're asking you to vacate. But like I said, we're going to put everyone back where they thought they were. So, if you go to the document immediately before the surveys. It's an easement. It's unexecuted.

Chairman Sisney: You say you want to get everybody where they think they are. Tell me where we think we are. What's going to happen to that corner of that asphalt that goes up to Cielo Vista?

Josh Ashbaugh Tractor Supply Representative: That's a point I'm making. If you go to the document labeled easement. I spoke weeks ago to Tractor Supply, and they're going to execute this easement, which is going to put that easement that is likely invalid back or into place, and

that way Cielo Vista is going to have their access on that corner, which is that little blue box. They've already agreed to do it. In fact, they already asked if they should do it, and I said, no, we have to wait until everything's done. But they're going to sign that easement, run with the land, and it will go back to the RV park so that they'll get their easement in that blue box on the map.

Assistant City Manager Alvarez: If I could maybe help, and maybe you can help clarify. Just as we've been operating like these easements are in place during the process of your paperwork, you realized we don't have the easements in place, and so we're trying to put those easements in place now.

Josh Ashbaugh Tractor Supply Representative: I mean, we are the easement that we're specifically speaking of, which is, again, the blue box. I mean, in my opinion, it's invalid. The city owns that property. You can't give it. A third party can't give an easement across city property.

Chairman Sisney: What you want to accomplish is that space inside of the blue ink will be City property?

Josh Ashbaugh Tractor Supply Representative: No, the entire red box, which includes the blue box, will be vacated by the city. Then the city is going to do what it does. We'll get clear title to the Tractor Supply portion, which will include some cooperation with the adjoining property. And I've spoken to her about it. I think we're on board. I'm not sure, but I think so, and we'll get clear title. We have to do that first, and then once that's done, then Tractor Supply folks are going to sign the easement to put the blue box in place.

Chairman Sisney: It's going to be Tractor Supply property with an easement to Cielo Vista?

Josh Ashbaugh Tractor Supply Representative: Correct, which is what everyone thought it was. And it wasn't.

Chairman Sisney: Ok, thank you.

Josh Ashbaugh Tractor Supply Representative: And then, you know, going to the city, the city has an express easement, it's that number one I highlighted, just the number one. But it is not just in that area. It's a pretty big, that whole dotted line deal. So the city does have an electric and telephone line express easement. And that is one of the documents I gave to you all. It's the third document, the 1998 easement agreement. Again, it covers more than just what we're talking about. But you know, the city is going to want to reserve that easement unto itself, the

parts that overlap the street and then overlap the express easement. And, you know, again, I'm talking with the Tractor Supply folks about all this, and they're on board with doing whatever needs to be done to just get to where we thought we were. So, you know, I'm willing to work with the city and the city attorney so that we can all make sure we're all on the same page and that we're being fair to everyone.

Vice-chairman Buhler: So you basically like, quiet the title on this?

Josh Ashbaugh Tractor Supply Representative: You can say that in a way, I'm fairly certain the state, the federal government and the county, have sovereign immunity, and you cannot list them as a defendant in quiet title. And I believe the city is the same. So basically, we're clearing title. We can't do a quiet title, but we can, you know, work with the city to get it clear, and work with everyone, all the adjoining property owners.

Vice-Chairman Buhler: You feel like everyone is on board with this?

Josh Ashbaugh Tractor Supply Representative: Yes, that is my impression. I won't go into details, but, you know, I'm paying for this because I was told by my underwriter to ignore it, and you know, I'm a bit of a perfectionist, and it's bothered me that it has not been fixed. I just want to fix it at the end of the day.

Vice-Chairman Buhler: They will be able to use the road?

Josh Ashbaugh Tractor Supply Representative: It'll be exactly as they thought it was.

Member Hammer: From your drawing, it looks like the Tractor Supply the building is built on property it doesn't own. Is there an updated survey? I'm seeing a lot of surveys here, but they're like for 95.

Josh Ashbaugh Tractor Supply Representative: That's the most recent one. Again, I can give you the full-size survey to look at. I do just need it back. The exact survey you're looking at, I can give you the full size. It's much bigger. It might be clearer to look at.

Member Hammer: And this will be re-surveyed for the record?

Josh Ashbaugh Tractor Supply Representative: It doesn't need to.

Vice-Chairman Buhler: And Jay Rubin is on board with this too?

Josh Ashbaugh Tractor Supply Representative: We're working with him.

Chairman Sisney: Where is Tractor Supply?

Josh Ashbaugh Tractor Supply Representative: They appointed me to represent them.

Member Luchini: The part of the Tractor Supply building or business inside the city property. Does that get rectified?

Josh Ashbaugh Tractor Supply Representative: That's why we're asking for the vacation. That's the major issue. Is that this, you know, the major issue is not that this is a street to nowhere. It's a street to nowhere underneath a building, and that's the major issue. So, we ask that it's vacated, basically to clear title for Tractor Supply. And it really serves no purpose to the city, except for the easement. The city didn't even know. So, they, in 1998 asked for easement. They said, oh yeah, here you go. Here's an easement, and then part of it crosses the street anyway, so that, again, stays in place. And that was in the application. We are not asking that easement be disturbed or vacated. You know, a little bit of language is going to be inserted into vacation instruments. But I definitely think that Mr. Rubin and I can get to the terminology that's going to, again, put everyone where we thought we were.

Member Hammer: Is one of those speakers the owners of Cielo Vista?
Chairman Sisney: I don't remember.

Assistant City Manager Alvarez: I think it's important the first thing that we have to do is open for proponents and opponents.

Member Hammer: We can do that but I would really like to hear from the adjacent property owners.

Deputy Clerk Martinez: They'll have to state their name and address for the record.

Member Hammer: You tell me when and how, and we can get them up here. I just would like to hear from them.

Deputy Clerk Martinez: We'll go down the list. If they're not signed up
to speak.

Assistant City Manager Alvarez: Then they will have the opportunity at the end.

Chairman Sisney: First on the list is Ray downs, Mr. Downs, please step up to the microphone.

Assistant City Manager Alvarez: Are they signed up as an opponent or proponent?

Chairman Sisney: They're all no opponent.

Member Hammer: Are you here for your own property? Are you here for your own property, or are you speaking about this vacation?

Deputy Clerk Martinez: There is a sign in sheet for each address.

Chairman Sisney: Okay, so this says Austin Street. I've got three people on here, right?

Assistant City Manager Alvarez: He's he signed up on the wrong one.

Chairman Sisney: Okay.

Chairman Sisney opened the public hearing.

Proponents: No Proponents

Opponents: No Opponents

Deputy Clerk Martinez: Are you guys here for Austin? Did you want to speak?

Cielo Vista RV Park Owner: No.

Member Hammer: Can he stand up?

Chairman Sisney: Well they don't want to speak.

Member Hammer: What I want to know as a member of the Planning and Zoning board, I want to make sure that the property owners on the adjacent property are ok with this plan.

Assistant City Manager Alavarez: I can tell you that the property owners on the adjacent property at Cielo Vista RV Park did come in and speak with me. We went over a lot of paper work and it's my understanding that they also spoke with Mr. Ashbaugh. It's their choice weather they want to get up and speak or not.

Member Hammer: I'm not forcing anybody to get up and speak. I just would like to understand their perspective as this directly impacts their business. If this was shut off, they wouldn't be able to have traffic come up to their property. So I feel like that's an important part that we need.

Josh Ashbaugh Tractor Supply Representative: I agree with that. If they want to speak, they certainly can. But to reiterate, they're not going to be shut off. I've already spoken to Tractor Supply. They're going to execute the easement.

Vice-Chairman Buhler: I personally believe it's a good idea what is happening here. And you know, these properties have been in place for a long time, and I do know that when a road or something is used, or a building is somewhere, if it's if it's not made to move, and it stays there for years and years and years, that gives it a right too. I think this is a very good idea what's happening. And then you'll be working with the city attorney as well.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Request for Vacation of Plats at W. Austin Street. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.

b) Discussion/Action: Request for Vacation of Plats at 418 Locust Street.

Assistant City Manager Alvarez: The applicant is requesting that the city vacate the alleyway that's adjacent to 418 Locust Street. Within your agenda packet, I identified that area. They have a parcel. They have two parcels, one on either side of the alleyway, as well as a third parcel in there, I've identified as well. And then there's three other additional parcels that are owned by two different property owners, all property owners with were notified within 300 feet of the public hearing. We did receive an email letter that's included in your agenda packet. The property owners, the other property owners that are adjacent to that area did email that they oppose the vacation of that plot. The applicant is here and available to speak. You would like to hear from the applicant, or if you have any questions.

Ray Downs, Applicant: I like to pass this around to you. The stuff that penciled in.

Assistant City Manager Alvarez: On your agenda Action form, I tried to identify the parcel numbers so that you could match them up with them now.

Chairman Sisney: I see that, and I appreciate that.

Member Hammer: Where is 415 Locust is that directly across the street, 415 Locust?

Assistant City Manager Alvarez: He's at 418.

Member Hammer: I know. The person who is opposing to it lives at 415 so I wanted to see what he was.

Assistant City Manager Alvarez: Oh, they're, they're the property owner down one.

Chairman Sisney: They don't live there. It's an empty lot.

Ray Downs, Applicant: According to my information 410 is the actual address of the lots next to me.

Member Hammer: 415 Locust is across the street in a double wide on the corner. I'm fairly certain I would have to double check that the New York developer owns the parcel next to it, next to Ray. Not that that matters, but just wondering if they had any input, I'm sure they were mailed a letter. I guess my only question is, if we vacate, we allow the vacation of this alley, then there's no alley in between or in the next property. But I've seen this up close, and half of this property south of this is like a huge hill. It's unbuildable.

Assistant City Manager Alvarez: It would essentially landlock the one path parcel.

Member Hammer: It would.

Vice-Chairman Buhler: Well, and alleys are put in for reasons. They're put in for safety. So, I would mention that to you as well.

Ray Downs, Applicant: I'm going to pass this picture around. There was no alley way there. There was no way to put poles. The city actually got a ramp about 8-foot beside my building and my power pole was on top of that 8-foot embankment. Whenever I purchased the property

behind it and I leveled all the property around there. The city came and set a new pole up there. I told them if they vacate it I will have my service changed to the main pole next to the road. Which is 5th street and would take it from there to the shop building. The main reason I want to vacate it. I have had a portable welder stolen off of that lot. I have had several people drive onto the lot to look around. I went out there one time and asked a man what he was doing there and he said he was looking to see what size ball he needed so he could back up and steal a trailer. Molly, I think you have walked behind that before I got there so you can attest that it's almost impossible to walk back there before it was leveled off. That is my main reason to try and secure the property. If they are worried about power there is still power available at 4th and Locust. There's a street life there on the street that could be run across. The Fourth Street has actually been vacated quite a while back. It no longer goes into the subdivision because there's no place for it to go anyway. Everything's pretty much straight up and down all the way around.

Member Hammer: Are there any utilities down this?

Ray Downs, Applicant: The only utility is my power pole.

Member Hammer: No gas or anything?

Ray Downs, Applicant: No gas and everything are on Locust Street.

Chairman Sisney: The letter enclosed from 415 says the reason they oppose is they're afraid you're going to make more dense housing up there. Is that your intention to make more dense housing on your property?

Ray Downs, Applicant: No.

Chairman Sisney: Because it just said, if this actually would permit the Dows to increase home density here on locust, I am against it.

Assistant City Manager Alvarez: Remember that you don't, you don't get to identify whether he can or cannot develop his property. So if you choose to vacate.

Chairman Sisney: That's not what I'm going for.

Assistant City Manager Alvarez: I just am letting you know you don't get to identify whether or not he gets to make dense housing.

Chairman Sisney: Right. My point that I'm trying to make is, if someone's complaining opposing something that pulls a lot of sway with me, but if they're saying if, then they're really not opposing, unless he's planning on it.

Assistant City Manager Alvarez: With that being said, somebody could tell you they are or are not going to do something right walk out of here and do the opposite, and as long as they develop it within the code, they're allowed to do it. So, I don't want your decision to be based on whether or not you think he may or may not do something.

Member Hammer: If he wanted to make it more dense outside of the current zoning, he would have to approach the city so, and that would be a future request that's irrelevant to this topic.

Ray Downs, Applicant: There are several lots on the other subdivided. The only ones I own are the ones right there where I'm at. There's not enough room behind there probably to meet mostly setbacks. There's no water available. There is no sewer available. There only thing that's available at that is electric, gas is on the front, water is in the front, sewers, and it's not my intent to do that. I don't know what Paul's intent across the street is. The property next adjacent to me, just south of that the other 45 by 140 foot piece. That's the only thing you're going to be able to put in. There's a single, wide mobile home, or very, very small house, because of the setback. I've actually tried to buy that property twice for a driveway.

Member Hammer: So right now, I'm just trying to get clear so you own the top three parcels and the other parcel is someone else but he's not Paul.

Ray Downs, Applicant: That's the McKinney Trust.

Member Hammer: But he's not Paul. So, the McKinney trust are they opposed or for this or no response?

Assistant City Manager Alvarez: No response.

Member Hammer: Your parcel does not touch Paul's property?

Ray Downs, Applicant: No he's across the street.

Member Hammer: to be clear who was, who is opposing. If it was this person, we would need to take in a little bit more consideration. But okay, I don't have any more questions.

Chairman Sisney opened the public hearing.

Proponents: Ron Fenn

Opponents: Paul Richardson

Paul Richards: include email.

Ron Fenn: I have known Ray for a long time. Actually, I don't want him to leave, but that's beside the point. I have problem with Mr. Paul Richardson, however, and reading his letter in opposition of this. He mentioned that Mr. Ray Downs is trying to sell his house, but he didn't mention the fact that he is selling his house and has already probably sold it. He's a realtor. He has not moved there with his family or anything else. He was a single man that moved into the house. He didn't even furnish it. I've been in his house, and he was turning around and flipping the property. So, this is very ingenuous, this letter that he wrote because he's selling his property and he won't be there if he's already has. He's taken the signs down. By the way, I don't know whether or not he sold the property or not, but he is not representing that this is a family that's looking for this quiet neighborhood or anything else. And one of the factors that I looked at when I looked at the plat, it's the fact that there's a property owner that with that, without the vacation, has a piece of property that is totally landlocked, that has no access to a public street. And so, there's a benefit to that. Would be the people, I guess, that didn't answer. I don't know what their purpose is in owning the land or anything else. But it would seem to me that by leaving that alleyway there, it land locks a piece of property, making it much less valuable than would be if they had access to a public street, because unless you're a mountain goat, you have no access from Poplar. That is, I mean, it's just very steep, sheer drop off of significant footage. Anyway, that is all I can say is there doesn't seem to be a value in a in an alley that goes nowhere, because, as you can see from the from the plat, it only goes through a couple of pieces of property and then ends. It would not be sufficient for, let's say, a turnaround of trash trucks or anything else. Both of those areas that would be freed up from that alley would have public access on a public street, meaning Locust Street. Therefore there's no need for, let's say, an alley to go down there behind those properties for any reason I can imagine in the future, because that property has been for sale or vacant for as many years as it's been there. But given the fact that variances are my estimation very too regularly, given this one would impact no one negatively, as opposed to variances for, let's say sidewalks and curbs and gutters and all of that, just because other people say, Well, nobody else has got it, so I don't want it either. That's the way the city ends up without sidewalks and curves and

everything else. I am totally in as much as I would hate to see my friend Mr. Downs leave community. I know he's not trying to develop that land into anything.

Member Hammer: I walk by this property almost every day with my dogs. So, I'm very familiar with it. Given the topography of this area, including that really steep, unbuildable hill. No one will ever build on and the area, I don't have any objection to this request.

Chairman Sisney: Let me ask you something. If you bought that property and you had access from an alley when you bought it, how would you feel if someone tried to take your access away from your property?

Member Hammer: They're not here, right? This, this property here are you talking about? This one down below?

Chairman Sisney: I'm talking about the two that are going to lose access to the alley.

Member Hammer: They received a letter, right? This is the property owner.

Assistant City Manager Alvarez: They received certified letter. If ultimately the Commission approves the request to vacate, then the attorney has to go through a legal process, and the vacation legal descriptions are divided up within potential property owners. They'd have to accept that as well.

Member Hammer: Okay, there is a layer and there is a possibility that they can oppose at that time.

Chairman Sisney: They sent an email opposing

Member Hammer: The emails from the neighbor across the street that doesn't have any property adjacent.

Chairman Sisney: The people that own these two lots right here they did not respond.

Assistant City Manager Alvarez: No.

Chairman Sisney: Gotcha. All right. Thank you.

Assistant City Manager Alvarez: I noted my action form stated incorrectly.

Member Hammer: The neighbor who wrote the email is across the street. He doesn't have any property adjacent or touching this or any of these.

Assistant City Manager Alvarez: He is within the 300 feet.

Member Hammer: He is within the 300 feet so. But physically, his property doesn't touch it.

Chairman Sisney: Gotcha.

Member Luchini: But he still says no. My concern is the safety. I know there is emergency access on Locust. But I mean, the alleys were put there for a reason, and obviously, you know, it doesn't go completely south nor completely north.

Chairman Sisney: Who owns the rest of the lots?

Member Hammer: Pre Real.

Assistant City Manager Alvarez: They were also notified.

Chairman Sisney: No comment from them?

Assistant City Manager Alvarez: No nothing, except for the one email that we received. Actually, they gave me a phone call, and I asked them if they wanted it as part of the record, to email me the information. So they followed up with an email. That's the only response I got from anybody.

Chairman Sisney: Excuse me, Miss Alvarez, Pre Real did not wish to comment on the fact that, well, so they don't care if there's an alley there or not?

Assistant City Manager Alvarez: I received no response, except for the one email that you have.

Member Luchini: My concern was just the alley and access to alley for the other accessible lots south of Mr. Downs.

Member Hammer made a motion to recommend approval to the City Commission for a Request for Vacation of Plats at 418 Locust Street. Vice-Chairman Buhler seconded the motion. Roll call vote was taken.

Member Hammer – Aye
Member Luchini – Nay
Chairman Sisney – Nay
Vice-Chairman Buhler – Aye

Motion was 2-2.

Chairman Sisney: I know, so it's a push, and therefore it will advance to City Commission. So I'll let you know what's up. So, you understand that nothing really happened today, move on and they'll make a decision. So thanks for coming. Thanks for the time.

c) Discussion/Action: Request for Plat Amendment at 2300 Veater.

Assistant City Manager Alvarez: The applicant is requesting to split two separate parcels that they have into four parcels, because you can see from the items in your agenda packet, they are two very large parcels. The property is located in the T-1 district. All parcels meet the lot size requirements, and they'll have either direct access or legal easement access to all city-maintained utilities and streets. All documents have been submitted and certified letters to property owners is required. The applicant is out of state right now. He's a resident of town. He just travels, and he just happens to be out of state. He did request that I read his letter. "Dear P & Z board members, thank you for considering this re-plot. I'm sorry not to be present, but I'm out of state and unable to attend. The farm is currently in 2 20+ acre parcels, and I would like to divide it into 4 10+ acres. Listed below are the reasons I'm asking for this re-plot. One, I desire to have one parcel for myself and my other two family members, one for each, and have a small Farm and Home site. Two, as water becomes more and more scarce, it's difficult to keep this much acreage alive and well-managed. It's my intent to keep farming the total acreage if I'm able to get an approved supplemental well. I do not wish to burden on the city and will not require any utility extensions other than service lines or taps. There's currently power on all four sides, water and sewer and Veater street, I have allowed for a 50-foot easement for private utility lines, privately maintained roadway. This with roadway would be adequate for future growth, should the city need and desire it. Should my family or I ever decide to sell, we would be giving the owners of the two homes in the northeast corner of the original farm an opportunity to purchase and add the 9.8+ acres to their place. Again, I wish I could be there in person. Thank you for considering this request. With regards, Walt Martin" who is our applicant, and with that, I stand for any questions.

Member Hammer: So between the quadrant before the sub-plat map, there is a road that's 30-feet wide that runs down the middle.

Assistant City Manager Alvarez: Yeah, that's an easement he'll put in.

Member Hammer: Okay, so these won't be stranded from the street.

Assistant City Manager Alvarez: Correct. They will not be landlocked, and it'll be a utility and roadway easement.

Chairman Sisney made a motion to recommend approval to the City Commission for a Request for Plat Amendment at 2300 Veater. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

d) Discussion/Action: Request for a Variance at 1199 E. Riverside.

Assistant City Manager Alvarez: Thank you, the applicant is requesting a variance for the minimum dwelling size of 1199 East Riverside. The property is in the RR-1 district. Existing structure on the property is 510 square feet, and the applicant would like to remodel that existing structure for livable dwelling purposes. RR-1 does require a minimum dwelling size of 800 square feet. Looks like, from what I could go back into from past history that the existing structure was maybe originally an accessory building prior to a lot split in maybe 2022. The structure does have unobstructed access to city maintained utilities and street and all required documents and fees have been submitted certified letters mailed To all property owners within the 100 square feet, and from a planning and zoning standpoint, if this was something that planning and zoning did recommend, and ultimately, City Commission did approve, the way we would look at this as it does improve a property that's just got a building sitting on it right now. They're not asking to bring in something smaller. They're asking to rehab an existing structure. And I don't know what the structure was prior.

Vice-Chairman Buhler: You know, they're not here to take questions, correct?

Assistant City Manager Alvarez: They are, yes, Ma'am.

Chairman Sisney: These lines are not correct.

Assistant City Manager Alvarez: Yeah, please don't look at the lines. The lines are not correct. That's an overlay.

Chairman Sisney: And these two pieces of property are not the same owner.

Assistant City Manager Alvarez: No.

Chairman Sisney: Where's the fence? I can't see it. You know, I can usually see the fence, and I don't see a fence. Is there a fence between the two properties down the middle?

Member Hammer: So the main structure next to it, like, if you're standing on Riverside and you're looking to the left, there is a house there. Is in an adjacent property, or is that on the same property?

Chairman Sisney: Those are two different lots, and there's a fence between the two properties. But the red lines are off. You can see where they should be.

Member Hammer: How big is the lot?

Assistant City Manager Alvarez: For this one, we did not have any obvious proponents or opponents, and I will say I did not receive any emails or phone calls from any opponents or proponents.

Member Hammer: I can't read this, it's how many acres?

Rocky Mondello, Applicant: I'm Rocky Mondello, I own the property on 1199 East Riverside. And just for the record, the city allowed it to be split up several years ago before I bought it. This is kind of a real dwelling. It was a livable dwelling at one point. It's stuccoed –

Vice-Chairman Buhler: Now, are you talking about the little blue house?

Rocky Mondello, Applicant: No, it's brown. It's really ugly.

Member Hammer: Can I show you on maps?

Vice-Chairman Buhler: Yeah.

Chairman Sisney: That was Bill Wood's house.

Vice-Chairman Buhler: There was a fire there.

Chairman Sisney: Right I remember that.

Rocky Mondello, Applicant: Anyway, the city allowed it to be split up a few years back, and we bought it, I guess, in the '22 with it with the building on there. And now we're trying to remodel it, and I guess at some point, you know, change the size requirement after we bought it, but we just want to clean it up and make it a really nice little place.

Chairman Sisney: Have you considered adding another 300 square feet?

Rocky Mondello, Applicant: I have, I own the Morning Star building, and I just put $15,000 more into it. And so I'm just trying to do things in phases. So yeah, and I would like to in the future, absolutely.

Vice-Chairman Buhler: Yeah, you're kind of, this is kind of venturing into the tiny home aspect, and the city doesn't really have a good – we don't have a structure to work with that just yet. We're in the process of working on that. Setting a precedent, and having a bunch of tiny homes all along the river will put a lot of pressure on that area, for one, and I don't know that I'm, you know –

Rocky Mondello, Applicant: Well, this isn't a tiny home. It's a dwelling that exists already.

Vice-Chairman Buhler: Well, it's not livable.

Rocky Mondello, Applicant: Yeah, well.

Member Luchini: Do you live in it now?

Rocky Mondello, Applicant: Oh no, I live next door to it.

Vice-Chairman Buhler: This a shell. It's basically a shell, correct?

Rocky Mondello, Applicant: Well, it's more than a shell. It's got electric. You know, it was electric. It had some plumbing in it at one point, but it was livable.

Vice-Chairman Buhler: It was part of the other house.

Rocky Mondello, Applicant: It was part of a trailer that used to -

Chairman Sisney: Well, I thought they were two different owners. So you do own the property next to it.

Rocky Mondello, Applicant: I own the property next to it, yeah.

Member Hammer: To the right or the left? If you're standing on the street.

Chairman Siseny: The original property, you own that piece too, that this was connected to?

Rocky Mondello, Applicant: No, not the original.

Member Hammer: So if you're standing on the street and looking at the property in question, is your house to the right?

Rocky Mondello, Applicant: Yes, right.

Member Hammer: Thank you.

Member Luchini: The one with the slanted roof and the boat?

Member Hammer: No, that's the one we're talking about. That's 510 square feet. And then he owns the property to the right down here.
Vice-Chairman Buhler: Now, would it meet, like, base flood elevation and all of that for being on the river? Because it's on the river.

Assistant City Manager Alvarez: Any development or remodel that they go through has to go through Travis Atwell, flood manager, all of that stuff gets submitted to him, as well as through CID for permitting and electrical.

Vice-Chairman Buhler: So he would have to have a permit.

Assistant City Manager Alvarez: They would have to go through everything –

Rocky Mondello, Applicant: I would like to say that all the houses there are ground level already, so I'm not sure what you're saying. And this house actually is about three feet off the ground.

Vice-Chairman Buhler: Well, it should meet whatever the code requires.

Member Hammer: I'm sorry, were there proponents or opponents to this particular variance request?

Assistant City Manager Alvarez: I've not received anything from anyone.

Member Hammer: I, personally, like the idea of having smaller homes on properties. We've had this discussion many times in many, many of our discussions here, I just don't know if we're ready yet to stipulate what that means, because we haven't really come to an agreement in our own discussions, or, you know, giving that to the commission, and I think it's something we want to do. I just think we need to be careful about setting a precedent that we don't have guidance for yet. But I like the idea. I'm just, I'm conflicted on how to move forward, given we don't have specific code for smaller homes or ADUs.

Rocky Mondello, Applicant: I'd like to ask you, this really be a precedence if the house already is there and has been there for a very long time?

Chairman Sisney: It used to be twice the size of this now.

Rocky Mondello, Applicant: No, not the house. There was a mobile home, a trailer, attached to it. That was a drug trailer that my son, who owns the other property, got rid of. It was terrible.

Chairman Sisney: Is your son? I remember that. I remember when this, when this property was all, together, that was your son?

Rocky Mondello, Applicant: Yeah.

Chairman Sisney: How long ago was that?

Rocky Mondello, Applicant: I'm going to guess four or five years ago.

Chairman Sisney: Okay, I'm talking about before that, when this was all one. This was all connected.

Rocky Mondello, Applicant: Yeah.

Assistant City Manager Alvarez: It was 2022 that you guys approved the summary plat. 2022 is when it was approved to split that lot.

Member Hammer: And what was it a part of again? The left or the right, if you're standing on the street.

Chairman Sisney: This used to be – this house here to the left, and this, they were connected. This property was twice as large. It caught on fire, and they tore down half of it. They closed in this part of it. I remember this property.

Rocky Mondello, Applicant: And that and that was attached to a trailer. The little house that exists, the other house was never attached to that house. There was a trailer there, and like I said, it was a drug trailer.

Vice-Chairman Buhler: And there's 10 feet between the other structure.

Assistant City Manager Alvarez: Yes, it meets all of the required setbacks other than the dwelling size.

Vice-Chairman Buhler: So the total inside, the total square foot is 510. Could you make that a little bigger?

Rocky Mondello, Applicant: I can't this week, I'm putting so much money into 421, my building downtown, I just spent $9,000 redoing the electric. I'm going to put a roof on.

Vice-Chairman Buhler: Well, it's in shameful condition right now. It's been in shameful condition for a long time.

Rocky Mondello, Applicant: I agree, that's why I'm here.

Rocky Mondello, Applicant: I'd like to, you know, at least get it prettier, and then, you know, I would like to remodel and make it bigger and better. But right now, you know, I'm going to have to put a new roof on, and I'm going to do a lot of re-stucco, just a lot of things, just to make it what it is. And then, you know, as business of life goes on, you know, I have limited funds, so you know. Yeah, and it really is an eyesore. I'd love to, you know, get what I need for utilities to get a remodel. I already talked to a contractor to come in and do some things to it.

Vice-Chairman Buhler: You could almost call it like a mother in law house, but I know it's not in the backyard. Well, I'm serious. You could call it a granny house, and that's what you might want to, when you go before the city, you might want to express that.

Member Hammer: So when we're considering the request, we should be going back to our findings of fact sheet as well.

Chairman Sisney: I don't think we should. I don't think we should make a variance.

Rocky Mondello, Applicant: Because of the size?

Chairman Sisney: Because of the size.

Rocky Mondello, Applicant: So you just want it to stay there looking just as ugly as it is? It's pretty ugly.

Chairman Sisney: If you're going to do it, add 300 square feet to it.

Chairman Sisney: You don't have to pour a slab. You already said it's off the ground.

Rocky Mondello, Applicant: Right.

Chairman Sisney: Then we don't have to set a precedence, and we don't have to make a variance, because this is something that we've been working on for, for quite a while, to establish.
Rocky Mondello, Applicant: Let me ask you something, how long have you been working on it?

Chairman Sisney: On this?

Rocky Mondello, Applicant: On the size requirements.

Chairman Sisney: We've been, this has been, how long have you been here, Molly?

Member Hammer: A year. So the city has a priority list of what they need to do in general, but then also I know that the Mr. Whitehead, who is not here to speak for this, but he wants to look at all the ordinances, like we're doing a review, because there's some language that might be not clear, so on and so forth. And so he wants to tackle all of the changes kind of at once.

Rocky Mondello, Applicant: I can understand that. What about the fact that I bought it before all this?

Member Hammer: You're bringing up a good point, which is more people want to do this, and I think that's important for us to consider. And I think maybe this will push this topic, this ordinance, kind of to the top of the list, because it does keep coming up. We need to make some decisions.

Chairman Sisney: When you bought it, it was not a residence. It was a shed.

Rocky Mondello, Applicant: No, that's not true. It's got plumbing and electric. It was a residence.

Member Hammer: Because it was attached to a mobile home.

Chairman Sisney: Yeah, it was.

Rocky Mondello, Applicant: It was a residence. That's why I bought it, figured that, you know, I don't know how it works, but you let it get subdivided. Had that little house, I'm going to call it a little house because it has plumbing and electric to it and water, you know, has everything, all the utilities at one point. And so I bought it, figured I'd remodel it. And that was four years ago. So seems a little unfair that I bought it with intend to do that, and now I can't. And again, I will expand it in the future, but I can't do it this week, there's only limited things I can do. And my downtown building takes some priority, some precedence, and I feel bad how this place looks. It's really not.

Vice-Chairman Buhler: You know, Riverside used to be the most beautiful street in the whole town.

Rocky Mondello, Applicant: I know.

Vice-Chairman Buhler: And there's problems there now, yeah. So now I know you would do it. I know you would do a nice job, Rocky. I know you would, your store is very nice. You bring a lot to our community, and that counts in my book.

Rocky Mondello, Applicant: Thank you.

Lynette Mondello, Applicant: I just wonder on expanding the size. First of all, I gave the variance to split the property. It's not a big piece of property, so that proportionately, that little building is actually a nice size. Our one plan is to put a deck. We were just looking at it today, so it will look over the river. It'll have a little more space, but it's not a big piece of property to make a bigger house on it. That would be one comment I would say, just what that would look like.

Member Luchini: Is there room on the lot to increase it to 800 feet?

Lynette Mondello, Applicant: I mean, there is room.

Chairman Sisney: It'd be 10 feet by 3 feet. You'd have to make it 3 feet longer.

Vice-Chairman Buhler: Are you going to change the roof line, or are you going to leave that roof like that is?

Chairman Sisney: You'd have to make the house three feet longer.

Lynette Mondello, Applicant: The only thing that we considered is adding, like a carport to the other side so it'll give it the peak.

Vice-Chairman Buhler: Right, so more symmetrical look to it.

Rocky Mondello, Applicant: It needs to be respected. Like you said, it got burned down, and right to have the house.

Lynette Mondello, Applicant: The problem is, one of the complaints that I have is, you know, we went to go get utilities, and whomever agreed to give the variance to split it, never considered that this place has no utilities. So for us to get started, it would be nice to have water. It would be nice to have electric, but we can't do it because it's not 800 square feet. So that's been a frustration for us, just to get started. To be honest, I can't get utilities for that, and I can't do utilities for the other property I own. Both I want to work on, but because of the these codes or whatever, I can't even get started. So it's been a little frustrating. And we do want to, even the house that we own, we would like to fix up things and have a nice – we want to be a part of the good changes to Riverside Drive for sure.

Member Hammer: I just want to see us, in working with the city, bring this, the tiny home and ADU topic, to the forefront. I think we need to set a precedent. The fact that this building is already here, they're not asking for a new build, and they can't get utilities to it because of the

size constraint. I think it's a reasonable size, 550, it's not 200 that we're trying to put into a home, and because of those facts, I would vote for it.

Member Hammer made a motion to recommend approval to the City Commission for a Request for a Variance at 1199 E. Riverside. Vice-Chairman Buhler seconded the motion. Roll call vote was taken. Roll call vote was taken.

Member Hammer – Aye
Member Luchini – Nay
Chairman Sisney – Nay
Vice-Chairman Buhler – Aye

Motion was 2-2.

Member Hammer: Thank you.

Chairman Sisney: Nothing personal either, you guys.

Vice-Chairman Buhler: You know, ours is only a recommendation, so you'll go before the city, and you'll have a, this is a practice, kind of a practice thing for you, too. So, you will hone in on the things you're going to do that you're going to make it a really nice place.

Rocky Mondello, Applicant: I've got blueprints. I want to make it pretty. I can't, like I said, I'm not crying, but I put a lot of money on my building down there, and business always comes first before. I mean, these are the little things.

Member Hammer: I overheard you say you have blueprints and a design for this new build. Bring that to the City Commission, I think that'll help your case.

Vice-Chairman Buhler: But you can understand where we're coming from, too.

Rocky Mondello, Applicant: Well, I can understand. But you know, it's a little frustrating, because if you said to go up and down Riverside.

Vice-Chairman Buhler: We're going to address some of those things too.

Rocky Mondello, Applicant: What about the lighting on Riverside?

Chairman Sisney: That'll have to be another time.

Vice-Chairman Buhler: Yeah, talk to the city manager about that, talk to Gary.

Rocky Mondello, Applicant: Because it used to be pretty amber lights, and now it's like daylight at night.

Vice-Chairman Buhler: We have no regulations on it. I don't know what they are.

Chairman Sisney: Those are down, firing lights in their LED now, and that's why they're offensive. It's because of the color of the light.

Rocky Mondello, Applicant: I hear what you're saying. But we sit out in our backyard, and we can see that light shining on the trees across the river.

Chairman Sisney: Let me say something. I have had this problem in the past, on a light out in front of my house, and they came and shielded that light.

Vice-Chairman Buhler: Yeah, you know that house on Magnolia and Riverside, there's a man living in there, and it's a tuff shed. It's sitting on an old –

Assistant City Manager Alvarez: I know, I'm sorry. I would love to do something about it, but it was approved back in 2018, we have the documents. Whomever was in –
wasn't,

Vice-Chairman Buhler: You know, that house has only been there for a couple of years.

Assistant City Manager Alvarez: I'll look farther back, but it looks like they were approved. And they may not have put it there until recently.

Vice-Chairman Buhler: There was a barn, but that was all that was there.

Assistant City Manager Alvarez: What I'm saying is they may not have put it in place until 2020 or 2022, but we have signed approval in 2018 from past. I think it might have been Susanna or –

Vice-Chairman Buhler: You know, there was a trailer there at one time. You can see the runner.

Assistant City Manager Alvarez: Correct. I can go back in history on Google, and I can see exactly what was there.

Vice-Chairman Buhler: I mean, I'm telling you, it's not, it's not in line with the base flood elevation, none of that. It's not legal –

Deputy Clerk Martinez: The only thing I can suggest, Vice-Chairman Buhler, it's not an agenda item. If you want it, we could put it on the agenda for next meeting.

Assistant City Manager Alvarez: I can shorten that, if I can, please, Katy. If it does not meet floodplain, contact the floodplain manager, Travis Atwell. If you're concerned about structural, contact CID. As far as the building sitting on the lot approved, it was signed off by was signed off by, I think it was Susanna's signature, maybe Robbie's. It's hard to see what signature, but it's dated 2018, I reviewed that and looked it up last time you brought it to me. It was approved as a smaller dwelling.

Vice-Chairman Buhler: It's a shed.

Chairman Sisney: It wasn't there. That was brought on.

Vice-Chairman Buhler: It's not there in 2000, that's something else that they're using for that, because I have to tell you, this is a new thing that's come in here, and it's, you know, I mean, I would say maybe it's been there for two years, two, three years.

Assistant City Manager Alvarez: I'll go look it up again.

5. **WORKSHOP:**

    a) **Shipping Containers:**

Chairman Sisney: Would we like to table item five?

Vice-Chairman Buhler: Oh, talking about the Conex boxes. I think we should until the next meeting.

Member Hammer: I just want to make a comment about this. I did submit a position paper back in October, it was appended to the ADU, and I put some shipping container info there. I should have resent it to you, I've been really busy this last month, but I can resend it.

Assistant City Manager Alvarez: We should be able to pull if you submitted it.

Deputy Clerk Martinez: Yeah, it'll be in that last packet that we sent for the last meeting that had all the position papers and all the minutes.

Member Hammer: Okay, I just see two here.

Assistant City Manager Alvarez: So is somebody going to make a motion to table item five?

Chairman Sisney made a motion to table item 5, Shipping Container Workshop. Vice-Chairman Buhler and Member Hammer seconded the motion. Roll call vote was taken. Roll call vote was taken.

Item Tabled.

Chairman Sisney: I'd like to close the meeting in 10 minutes. Would you like to discuss Item six for 10 minutes?

Member Hammer: I could discuss it for five.

6. **DISCUSSION:**
    a) **Sign Hights:**

Member Hammer: I'd really like feedback from the city. I brought this up at the last meeting. I also sent up a follow up email, and I never received a response. So I'm just trying to understand what the communication loop is here.

Assistant City Manager Alvarez: And I do apologize, part of that's on me. I had forwarded it off to Gary, and Gary was going to review and get back, and it's just been – please understand we have a lot of projects and literally, I didn't follow up with him, I'll own that.

Member Hammer: Yeah, I understand. Just an acknowledgement saying, "Hey, this is on our radar. Thank you for your response." would be great.

Assistant City Manager Alvarez: And if a reply was received, then I'd let Gary know. It's probably sitting in my drafts, and I apologize for that as well.

Member Hammer: It's alright. Yeah, I didn't receive that. I just wanted to point out a couple things, because I did a deep dive on our code after the last meeting, because I was trying to figure out what was legal and in our ordinance and what isn't. And I did go back to the agenda

on August 11, there were two items for variances, two requests. One was for the two signs to three. And the other was the square footage of the sign from 200 to 975 or whatever it is now. The height of that sign was never brought up. And so I had to go back and review and like, where do we see that? What were we voting on, you know, etc. And I also wanted to mention, and please correct me if I'm wrong, I have not studied the entire ordinance website, but I did look at number two. So the allowed height in our ordinance for a highway freestanding sign is 26 feet. There is a section in the code that allows the P & Z board and/or the city to allow a maximum increase in area, the sign area and the height. But we can't go above and beyond that.

Vice-Chairman Buhler: Well, part of the problem with that sign is it's on a big mountain, and so it makes it even bigger than it would be normally be. From my house, I can see it. It's like a glowing ember.

Member Hammer: I can see it in my backyard.

Vice-Chairman Buhler: Yeah, it's not great.

Member Hammer: When they turned all the lights on the other day, I sent another email because I was like, This is ridiculous. I can see this in my yard, a lit-up sign two miles away. And besides the subjective irritation, it shouldn't have been allowed, and we are only able to approve an increase of 20% in both the height and in the square footage of the sign. And so I'm not sure why it got permitted. In addition, when an applicant wants to come and ask for an increase in size, they have to ask for a special use permit, not a variance. So a variance is permanent. A special use permit has to be renewed. And so that did not come to our desk in that way. And Traci, I'm relying on you, because you have a lot of more tribal knowledge and a lot more experience with our code, but those are the things that I kind of discovered. I was like, Oh, we, we couldn't even approve this, even if we wanted to, because it was outside of that.

Assistant City Manager Alvarez: I'll take your information and go back to review.

Vice-Chairman Buhler: What were the city's findings with this? You know, when they ultimately went to them, what did the city find out? What did they ask? Yeah, we need to know that too.

Member Hammer: So I'm asking, I'll read this out loud, "Confirm that no height variance was properly noticed or approved on August 11, determine whether any lawful mechanism exists to authorize these dimensions that's not currently in code" I mean the sign's already up, so we

can't defer further action. It's already up and lit. And "what is our recourse with the company at this point?" because we're setting a dangerous precedent that we're willing to allow signs –

Vice-Chairman Buhler: Could they lower it?

Member Hammer: Yes.

Chairman Sisney: Molly, if you're reading the minutes, didn't I ask a question about them complying with dark skies?

Member Hammer: There's that, in addition.

Chairman Sisney: There is no way that is going to meet – And they assured us that they were going to observe all the dark sky rules.

Vice-Chairman Buhler: I remember that. And you know, that light is on all night long.

Member Hammer: I can see it from my bedroom window. So the other thing, I drove to Belen, drove to Albuquerque a couple weeks ago for a business trip. And there's a Love's in Belen that I often stop at, and that sign was like a third of the size of this one. Also all the renderings that they showed us, all the photos, that sign was really, really short. It was never very long, except for the freeway kind of captures, you know, went from one mile to a half a mile to a 10th of a mile, they captured that, but obviously we didn't see that in town. So I just, I would like for the city to review this and make a recommendation that they take down or shorten their sign.

Member Luchini: I see your point, and I see that the sign is big and on a hill. So wasn't that part of the questions; the signage from the visibility from the highway, because it was on the terrain approaching it?

Member Hammer: It was in the packet. It was not a specific variance request on that agenda for the sign height, so it was implied, and I feel like that really should have been outlined and presented to the public. And regardless, we weren't even allowed to approve anything over 20% of 26 feet.

Vice-Chairman Buhler: It's higher than our skyline. You know, our skyline is white lights, nice. And this thing is like, it's just humungous.

Member Hammer: It's 265% over the allowed size. And 391% over the allowed square footage of its face. So we need to look at it to stay within our code. Otherwise, why have a code when future commercial projects want to come here, they just can put up a sign of whatever size they want. So thank you for listening to my follow up on that.

Assistant City Manager Alvarez: And I'll follow up with the city manager on your other emails. Again, I know it was received, and we've discussed it a couple times. It's just –

Member Hammer: All good. I know these things take time.

Vice-Chairman Buhler: Now, maybe talk to Jay too.

Member Hammer: Yeah, I feel like legal needs to look at this. At this point, we've permitted a sign that is completely out of bounds of our code. Bottom line.

Assistant City Manager Alvarez: When you pulled the minutes for P & Z, did you by chance pull the follow up minutes to the City Commission at all?

Member Hammer: I didn't, and I should.

Assistant City Manager Alvarez: Because usually that's those are the meetings that Jay does review. So I don't know if he made any comments in there or not, and definitely I'll follow up with him.

Member Hammer: Yeah, good idea. I'll look at the city after that, or two meetings after that, maybe I'll find it so August 11 was the P & Z meeting, and I'll look at the minutes on the city.

7. REPORTS FROM THE BOARD:

No Comments from the Board.

8. REPORTS FROM STAFF:

Assistant City Manager Alvarez: Wednesday, City Commission meeting, the day after tomorrow, is the last public hearing for our infrastructure capital improvement plan. So if anybody wants to attend, we'll do the presentation for public hearing for public comment, and then later on in the agenda, we'll do a presentation to the City Commission discussing last year's capital improvement plan, as well as any and all public comment we've received through to date, and have the commission potentially recommend any projects that they want to add or remove or

adjust on our ICIP plan. At the following meeting in June, because the first meeting in June is when the commission will do their final ranking and identify the five projects for the capital improvement.

Member Luchini: What time is the meeting on Wednesday?

Assistant City Manager Alvarez: 9am Wednesday.

Member Hammer: So you guys had a first meeting?

Assistant City Manager Alvarez: We had two public meetings, yeah.

Member Hammer: Okay, and then this is –

Assistant City Manager Alvarez: A third public meeting.

Member Hammer: I'll have to look at the minutes. I am gainfully employed full time, so I won't be able to attend.

Assistant City Manager Alvarez: We didn't receive a whole lot of turnout of the two public meetings. We received a little bit of input via, we have a QR code. I'm not technologically savvy, but people could do a QR code and submit; we received a couple of comments that way, as well as anybody could submit via Facebook, email, or phone call. We didn't have a whole lot of submission. I'm hoping that that means that's because we're addressing everybody's concerns. We are starting WSPI-1 construction, we had our pre-con meeting today. WSPI-1 is our USDA water line replacement project that's going to address a lot of pressure reducing valves around town, which will help with the pressure. They're going to be starting first on the water line replacement along new school road and Smith and they're doing that first because they want to try and get it all complete and done while summer and school's out. And then it'll also include a new water line that'll go, kind of from Smith road over towards the rodeo arena, kind of across that hill. That'll improve fire suppression. So that should be starting. They'll start surveying around the 18th of this month, and I think we'll be officially in construction first part of June.

Member Hammer: So good things happening. Thanks for the update.

Deputy Clerk Martinez: I have one report. I don't know if you got the email, but Lisa did email us to let us know that she will be out until September. She just has a lot of stuff going on.

Vice-Chairman Buhler: Okay, well we'll be here.

Member Hammer: How does that affect voting?

Deputy Clerk Martinez: As long as we have three, we have a quorum. But she did want to let us know that of course, if you guys wanted to try to put in another member – I think she's great. She did say she would be back in September because of her travelling and doing the meetings via phone is kind of hard, but she did say she will be out until September.

Chairman Sisney: And five is the maximum on the board?

Deputy Clerk Martinez: Correct.

Vice-Chairman Buhler: If somebody has to do something or go somewhere, you can always call in too, and be on that way. We'll just do our best to be here. And three, one more person could be absent.

9. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 5:32 p.m.

PASSED AND APPROVED ON THIS 8th DAY OF JUNE, 2026.

_____

Chris Sisney, Chairman
Planning & Zoning Board

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.4

MEETING DATE: May 27, 2026

SUBJECT: Discussion/Action: Plat Amendment 2300 Veater
DEPARTMENT: Community Development
DATE SUBMITTED: May 21, 2026
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Applicant is requesting to split parcel 3023079497476 and parcel 3023079432476 making 4 separate parcels. Property is in the T-1 district. All parcels meet lot size requirements. All parcels will have either direct access or legal easement access to all city-maintained utilities and street. All property owners within 100ft were notified of public hearing. Public hearing was held at the P & Z Meeting on 5-11-26. No Opponents or Proponents.

Recommendation:

P & Z Board recommended approval of Plat Amendment unanimously

Attachments:

- P & Z Agenda Packet
- 5-11-26 P & Z Draft Minutes – Applicable section highlighted

-

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 5-27-26

CITY OF TRUTH OR CONSEQUENCES

PLANNING AND ZONING COMMISSION ACTION FORM

DATE: 5-11-2026

ITEM: Public Hearing/Discussion/Action – Summary Plat Amendment 2300 Veater

BACKGROUND:

Applicant is requesting to split parcel 3023079497476 and parcel 3023079432476 making 4 separate parcels. Property is in the T-1 district. All parcels meet lot size requirements. All parcels will have either direct access or legal easement access to all city-maintained utilities and street.

All required documents and fees have been submitted and certified letters mailed to property owners as required.

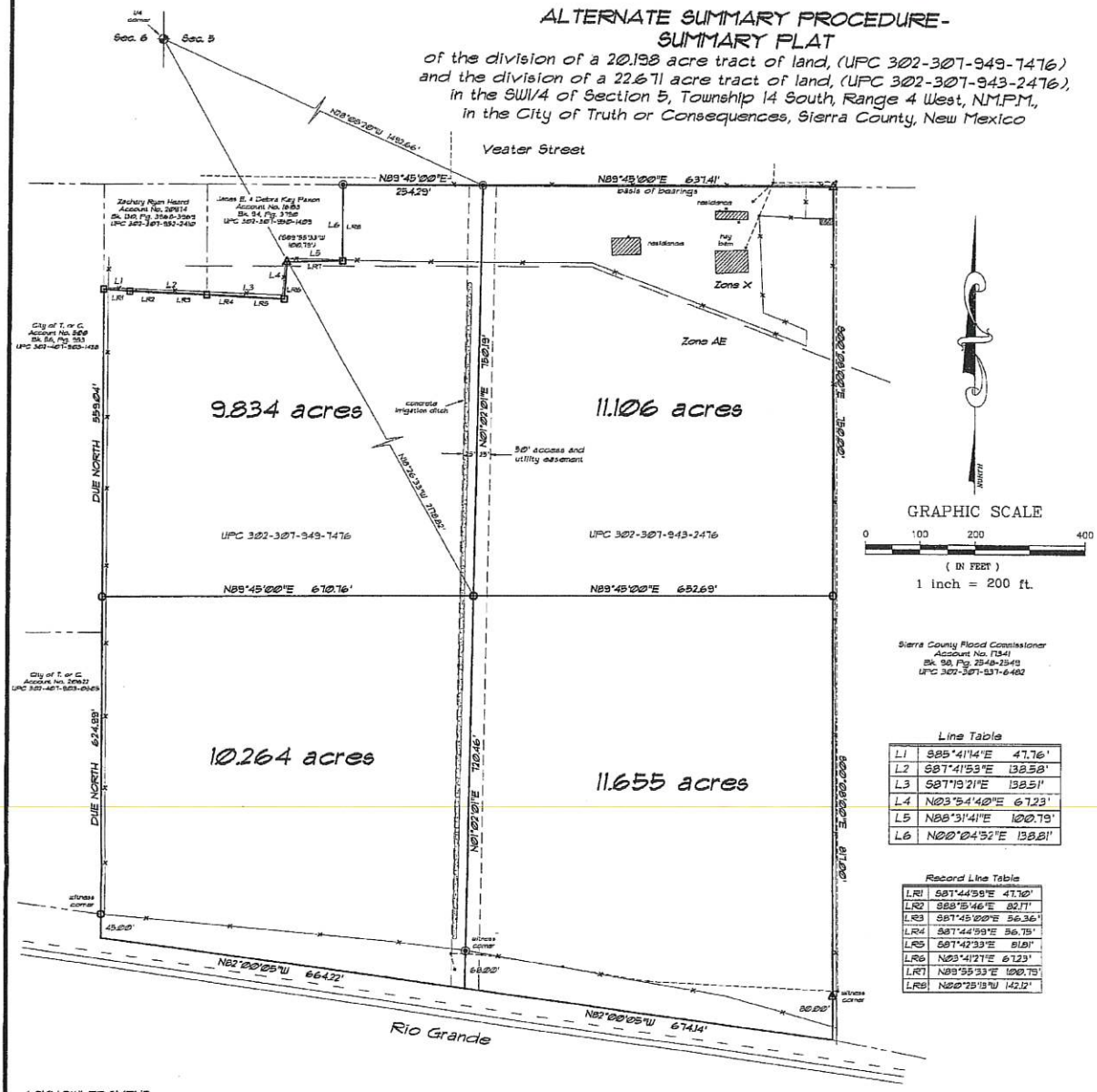
SUPPORT INFORMATION:

Surveys
Parcel Map
Public Hearing Notice
Applicable Code

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.gov	Phone: 575-952-0565	

ALTERNATE SUMMARY PROCEDURE-
SUMMARY PLAT

of the division of a 20.198 acre tract of land, (UPC 302-307-949-7476)
and the division of a 22.671 acre tract of land, (UPC 302-307-943-2476),
in the SW1/4 of Section 5, Township 14 South, Range 4 West, NMPM,
in the City of Truth or Consequences, Sierra County, New Mexico



GRAPHIC SCALE

0 100 200 400

(IN FEET)

1 inch = 200 ft.

Line Table

L1	S85°41'14"E	47.76'
L2	S87°41'53"E	138.58'
L3	S87°19'21"E	138.51'
L4	N03°54'40"E	67.23'
L5	N88°31'41"E	100.79'
L6	N00°04'52"E	138.81'

Record Line Table

LR1	S87°44'59"E	47.70'
LR2	S88°15'46"E	82.71'
LR3	S87°45'00"E	56.36'
LR4	S87°44'59"E	86.75'
LR5	S87°42'33"E	81.81'
LR6	N03°41'27"E	67.23'
LR7	N89°55'33"E	100.75'
LR8	N89°25'13"W	142.12'

ACKNOWLEDGMENT

We, the undersigned owners of the hereon described property do hereby acknowledge, with our free consent, and in accordance with our wishes and desires, the division of land and easements created as shown on this plat.

Walter L. Martin

STATE OF NEW MEXICO)
COUNTY OF SIERRA)

The foregoing instrument was acknowledged before me this 13th day of March, 2026, by Walter L. Martin

Notary Public

My Commission Expires: 1-18-2029

State of New Mexico
Notary Public
Beverly T. Kasiah
Commission # 1066680
Commission Expires: 01/18/2029

Leslee J. Martin

STATE OF NEW MEXICO)
COUNTY OF SIERRA)

The foregoing instrument was acknowledged before me this 13th day of March, 2026, by Leslee J. Martin

Notary Public

My Commission Expires: 1-18-2029

State of New Mexico
Notary Public
Beverly T. Kasiah
Commission # 1066680
Commission Expires: 01/18/2029

References:

Account No. 918

Book 145, Pages 212-215, (Warranty Deed)

UPC 302-307-943-2476 & UPC 302-307-949-7476

City of Truth or Consequences Subdivision Codes, Ordinance Number 555, (adopted: May 23, 2006)

National Flood Insurance Program, Flood Insurance Rate Map for the City of Truth or Consequences, Sierra County, New Mexico, Community-Panel No. 350073 0003 C, (revised July 16, 1996, and revised to reflect LOMR April 23, 2018)

ACKNOWLEDGMENT

The City of Truth or Consequences, Sierra County, New Mexico, does hereby acknowledge the division of property as shown on this plat.

Mayor Date

Notes:

These tracts are subject to easements, restrictions and reservations of record

The tracts shown hereon are located within the boundaries of Flood Zone X, "area determined to be outside 500-year flood plain" and Flood Zone AE, "special flood hazard area inundated by the 100-year flood, with base flood elevations determined"

The hereon described parcels were created under the City of Truth or Consequences Subdivision Codes, Ordinance Number 555, adopted May 23, 2006, (Chapter 15, Section 15, Alternate Summary Procedure)

On corners found without survey identification, an aluminum tag stamped "NMPLS 12129" was applied

Legend:

found 5/8" rebar w/survcap stamped "NMLS 13984"

found 1/2" rebar, (no survey identification)

found 1/2" rebar w/survcap stamped "NMPS 9349"

found City of T or C "brass-cap" monument, (1/4 corner)

set 1/2" rebar w/survcap stamped "NMPLS 12129"

wire fence line

overhead power lines

Flood Zone Boundary, (scaled from F.I.R.M.)

March 6, 2026

Chaparral Surveying, LLC
Professional Land Surveying
P.O. Box 629 Elephant Butte, New Mexico 87935

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.
I further certify, that this survey is a land division but not a subdivision as qualified hereon, (Alternate Summary Procedure).

This plat meets the minimum requirements of the Standards of Land Surveys in New Mexico.

David M. Sorn
New Mexico Professional Surveyor
License Number 12129

INDEXING INFORMATION FOR COUNTY CLERK
Walter L. & Leslee J. Martin (918)
Section 5
Township 14 South, Range 4 West, N.M.P.M.

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 740-0334

March 11, 2026

LEGAL DESCRIPTION

(10.264 ACRES)

A tract of land situate in the SW1/4 of Section 5, Township 14 South, Range 4 West, N.M.P.M., bounded on the south by the north bank of the Rio Grande, in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NE corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129", whence the west ¼ corner of Section 5, Township 14 South, Range 4 West, a City of T or C "brass-cap" monument, bears N18°26'33"W, a distance of 2178.82 feet;

Thence, S01°02'01"W, a distance of 720.46 feet to the SE corner of this tract, a point on the north bank of the Rio Grande, whence a 5/8" rebar w/survcap stamped "NMLS 13984", (witness corner), bears N01°02'01"E, a distance of 68.00 feet;

Thence, continuing along the north bank of the Rio Grande, N82°00'05"W, a distance of 664.22 feet to the SW corner of this tract, whence a ½" rebar w/survcap stamped "NMPLS 12129", (witness corner), bears DUE NORTH, a distance of 45.00 feet;

Thence, DUE NORTH, a distance of 624.99 feet to the NW corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, N89°45'00"E, a distance of 670.76 feet to the point of beginning of the tract hereon described, containing 10.264 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Summary Plat dated March 6, 2026).

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 740-0334

March 11, 2026

LEGAL DESCRIPTION
(11.655 ACRES)

A tract of land situate in the SW1/4 of Section 5, Township 14 South, Range 4 West, N.M.P.M., bounded on the south by the north bank of the Rio Grande, in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129", whence the west ¼ corner of Section 5, Township 14 South, Range 4 West, a City of T or C "brass-cap" monument, bears N18°26'33"W, a distance of 2178.82 feet;

Thence, N89°45'00"E, a distance of 652.69 feet to the NE corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, S00°08'00"E, a distance of 817.00 feet to the SE corner of this tract, a point on the north bank of the Rio Grande, whence a ½" rebar w/aluminum tag stamped "NMPLS 12129", (witness corner), bears N00°08'00"W, a distance of 80.00 feet;

Thence, continuing along the north bank of the Rio Grande, N82°00'05"W, a distance of 674.14 feet to the SW corner of this tract, whence a 5/8" rebar w/survcap stamped "NMLS 13984", (witness corner), bears N01°02'01"E, a distance of 68.00 feet;

Thence, N01°02'01"E, a distance of 720.46 feet to the point of beginning of the tract hereon described, containing 11.655 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Summary Plat dated March 6, 2026).

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 740-0334

March 11, 2026

LEGAL DESCRIPTION
(11.106 ACRES)

A tract of land situate in the SW1/4 of Section 5, Township 14 South, Range 4 West, N.M.P.M., bounded on the north by Veater Street, in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, a 5/8" rebar w/survcap stamped "NMLS 13984", a point on Veater Street, whence the west ¼ corner of Section 5, Township 14 South, Range 4 West, a City of T or C "brass-cap" monument, bears N28°05'20"W, a distance of 1492.66 feet;

Thence, continuing along Veater Street, N89°45'00"E, a distance of 637.41 feet to the NE corner of this tract, a ½" rebar w/aluminum tag stamped "NMPLS 12129";

Thence, S00°08'00"E, a distance of 750.00 feet to the SE corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, S89°45'00"W, a distance of 652.69 feet to the SW corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, N01°02'01"E, a distance of 750.19 feet to the point of beginning of the tract hereon described, containing 11.106 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Summary Plat dated March 6, 2026).

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 740-0334

March 11, 2026

LEGAL DESCRIPTION
(9.834 ACRES)

A tract of land situate in the SW1/4 of Section 5, Township 14 South, Range 4 West, N.M.P.M., bounded partially on the north by Veater Street, in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NE corner of this tract, a 5/8" rebar w/survcap stamped "NMLS 13984", a point on Veater Street, whence the west ¼ corner of Section 5, Township 14 South, Range 4 West, a City of T or C "brass-cap" monument, bears N28°05'20"W, a distance of 1492.66 feet;

Thence, S01°02'01"W, a distance of 750.19 feet to the SE corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, S89°45'00"W, a distance of 670.76 feet to the SW corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, DUE NORTH, a distance of 559.04 feet to an angle point in this tract, a ½" rebar w/survcap stamped "NMPS 5949";

Thence, S85°41'14"E, a distance of 47.76 feet to an angle point in this tract, a ½" rebar w/survcap stamped "NMPS 5949";

Thence, S87°41'53"E, a distance of 138.58 feet to an angle point in this tract, a ½" rebar w/survcap stamped "NMPS 5949";

Thence, S87°19'21"E, a distance of 138.51 feet to an angle point in this tract, a ½" rebar w/survcap stamped "NMPS 5949";

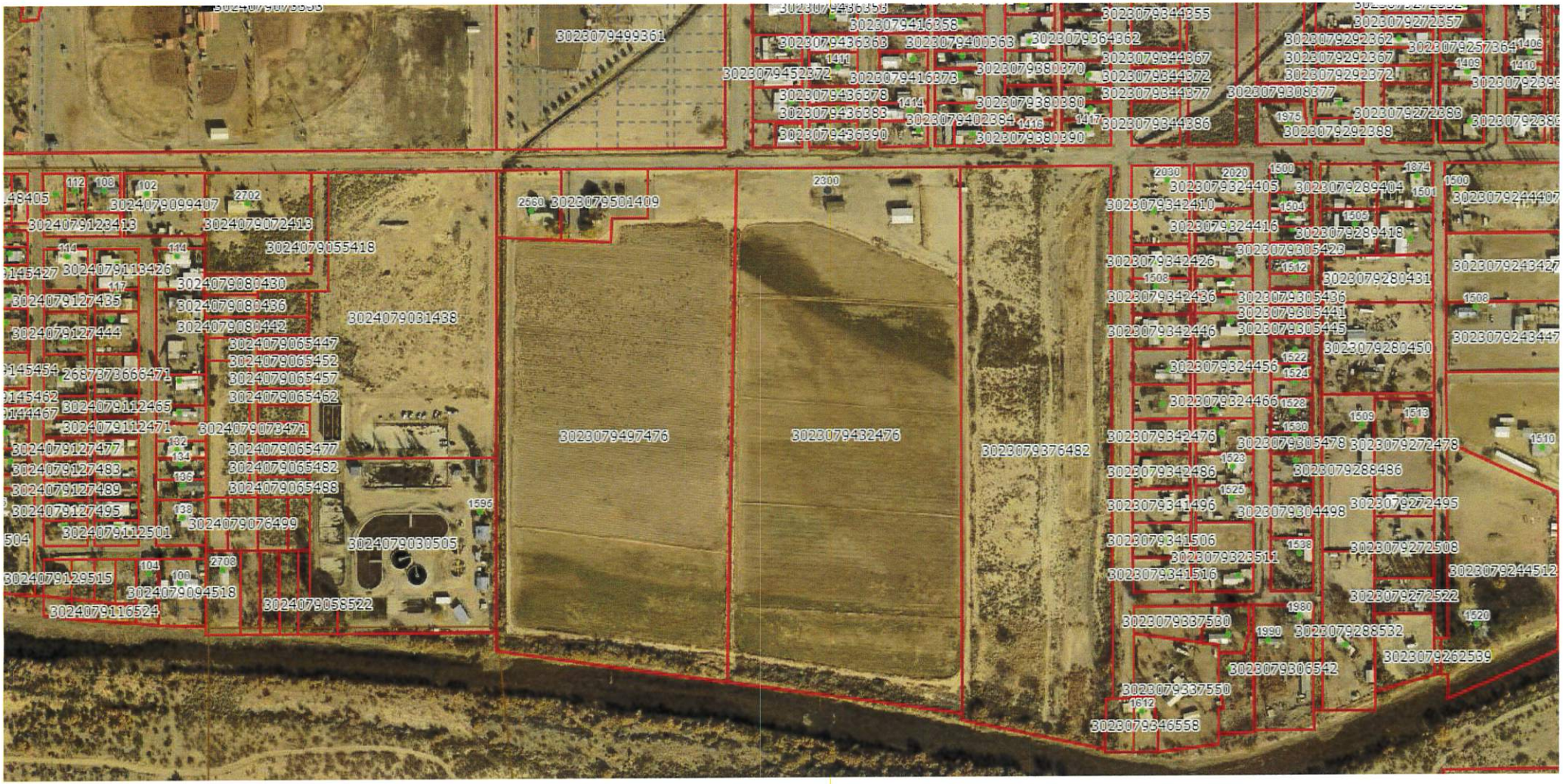
Thence, N03°54'40"E, a distance of 67.23 feet to an angle point in this tract, a ½" rebar w/aluminum tag stamped "NMPLS 12129";

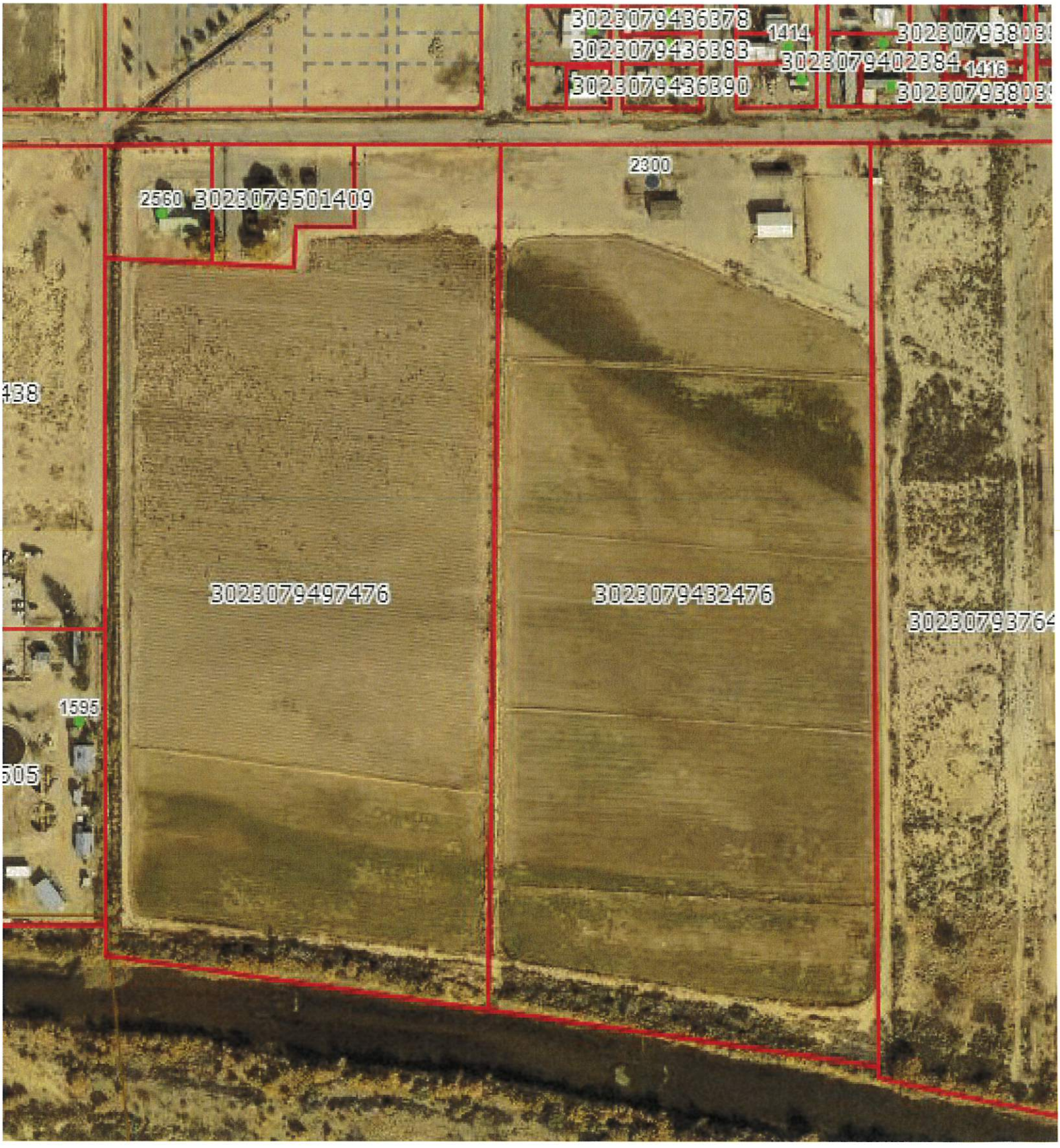
Thence, N88°31'41"E, a distance of 100.79 feet to an angle point in this tract, a ½" rebar w/survcap stamped "NMPS 5949"";

Thence, N00°04'52"E, a distance of 138.81 feet to an angle point in this tract, a 5/8" rebar w/survcap stamped "NMLS 13984", a point in Veater Street;

Thence, continuing along Veater Street, N89°45'00"E, a distance of 254.29 feet to the point of beginning of the tract hereon described, containing 9.834 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Summary Plat dated March 6, 2026).


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9-27-2024

Dear P&Z Board Members,

Thank you for considering this re-plat. I'm sorry not to be present, but am out of state and unable to attend. This farm is currently in two 20 + acre parcels and I would like to divide it in four 10 + - acres. Listed below are the reasons I am asking for this re-plat.

1. I desire to have one parcel for myself and my other two family members one for each and have a small farm and homesite.
2. As water becomes more and more scarce, it is difficult to keep this much acreage alive and well managed.

It is my intent to keep farming the total acreage if I am able to get an approved supplemental well. I do not wish to be a burden on the city and will not require any utility extensions, other than service lines or taps. There is currently power on all 4 sides and water and sewer in Veater St. I have allowed for a 50' easement for private utility lines a privately maintained roadway. This width roadway should be adequate for future growth should the city need and desire it. Should my family or I ever decide to sell, we would be giving the owners of the two homes in the NE corner of the original farm an opportunity to purchase and add the 9.834 acres to their place. Again, I wish I could be there in person. Thanks again for considering this request.

Best regards

Walt Martin

Walt Martin

575-740-1441

Sec. 11-9-9. T-1 Transition District.

A. *PURPOSE.* The T-1 District is a low density semi-rural residential District comprised primarily of single family frame and manufactured housing units. This is a temporary classification intended to allow development of a predominantly undeveloped area.

B. *DEVELOPMENT STANDARDS.* Development standards and other requirements are provided in Article 10 through 14 of this Code.

C. *T-1 PERMITTED USES.* The following uses are permitted by right in the T-1 Districts:

1. Accessory Buildings.
2. Detached Single Family Dwellings.
3. Manufactured Housing on individual lots, tied down and skirted according to the provisions in Article 11 of the Comprehensive Planning and Zoning Code with one manufactured housing unit allowed per lot.
4. Guest Dwellings or accessory living quarters.
5. All types of Horticulture.
6. 4-H or FFA animal raising in accordance with other applicable regulations.
7. Keeping of small animals and fowl in accordance with other applicable regulations.
8. Keeping of large animals in accordance with other applicable regulations.
9. Recreational Courts, including but not limited to, tennis and other similar uses.
10. Home Occupations.
11. Produce stands for agricultural products.
12. Greenhouse (commercial or non-commercial), garden sheds, and tool sheds. When detached from the main dwellings, such structures are subject to the provisions of Accessory Buildings.
13. Private swimming pools five (5) feet from property lines and surrounded with four (4) feet fencing for safety.
14. Garage or yard sale or similar use. There (3) sales are permitted in a one (1) year period at a single address. A sale shall not exceed three (3) consecutive days.
15. Real Estate Office (temporary.) Permitted only when used in conjunction with a residential subdivision, provided such use shall be discontinued upon the completion of the development or within three (3) years from date permit issued, whichever is sooner.
16. Recreational Vehicles. Storage of personal recreational vehicles, boats, trailers or similar uses shall be limited to a maximum of one (1) per dwelling unit in the front or side yard, with no limit in the rear yard, separated at least five (5) feet from any property line.
17. Television and Radio Towers and all other Free Standing Towers (public or private.) Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code standards.
18. The sale of agricultural and farm products, nursery stock, poultry, rabbits, chinchillas, fish, frogs, earthworms and bees.

D. *T-1 SPECIAL USES.* The following uses require a public hearing and approval of the City Commission:

1. Boarding Houses and Rest Homes.
2. Cemetery.
3. Child Care Center (Six (6) or more children).
4. Church.
5. Community and publicly owned recreational centers, clubhouses, and similarly, used buildings and structures open to the public.
6. Manufactured Home Parks.
7. Manufactured Home Subdivision.
8. Recreational Vehicle Park.
9. Schools (Primary, Secondary, Private and Parochial).
10. Veterinary Facilities.

Sec. 11-14-2. Standards For Districts.

District	Lots: Minimum Front Setback	Yards: Minimum Rear Setback	Yards: Minimum Side Setback
R-1	25'	25'	8'
R-1	25'	20'	6' or 0'*
R-3	20'	15'	5' or 0'*
R-4	25'	25'	5'
RR-1	25'	15'	5'
C-1	20'	15'	5' or 0'*
M-1	25'	25'	5' or 0'*
T-1	25'	25'	15'

* As permissible per Section 11-14-3 and 11-14-4.

District	Lots: Minimum Area	Lots: Minimum Width	Dwelling: Minimum Area	Maximum Height
R-1	9,000 s. f.	60'	1,200 s. f.	26'
R-2: Single-Family	5,000 s. f.	60'	900 s. f.	26'
R-2: Two-Family	4,000 s. f./unit	60'	650 s. f./unit	35'
R-2: Multiple-Family	3,500 s. f./unit	60'	600 s. f./unit	35'
R-2: Apartments	3,500 s. f./unit	60'	500 s. f./unit	35'
R-2: MH*	5,000 s. f.	60'	900 s. f.	26'
R-3: Single-Family	4,500 s. f.	45'	700 s. f.	35'
R-3: Two-Family	3,000 s. f./unit	45'	500 s. f./unit	35'
R-3: Multiple-Family	3,000 s. f./unit	45'	450 s. f./unit	35'
R-3: Apartments	2,000 s. f./unit	45'	400 s. f./unit	35'
R-3: NM*	4,500	45'	550 s. f.	26'
R-4	1 acre	75'	1,200 s. f.	26'
RR-1	5,000 s. f.	50'	800 s. f.	26'
C-1	5,000 s. f.	60'	" "	35'
C-1: MH*	4,000 s. f.	45'	550 s. f.	26'
M-1	" "	60'	" "	35'
T-1	21,780 s. f.	100'	800 s. f.	35'
T-1: MH*	21,780 s. f.	60'	550 s. f.	26'

* Not located within MHP

Sec. 11-14-3. Residential and Transition Districts: Additional Provisions and Exceptions.

The following provisions shall apply to all development in a residential or transition District:

A. *SETBACK EXCEPTIONS:*

1. A minimum side yard setback of zero (0) feet in a residential District only, providing all the following requirements are met:
    a. The setbacks are authorized by the City Commission as part of an approved development.
    b. There shall be no less than ten (10) feet, including roof overhang, between structures, except approved condominium and townhouse developments with common wall construction.
    c. All zero (0) lot lines shall be on the same side of all lots in a development.
2. The minimum setback distance shall be maintained for both front yards of a corner lot. A lesser setback for one front yard of a triple frontage lot shall be considered upon application for variance to the Planning and Zoning Commission.
3. New dwellings may be erected as closed to a front property line as the average distance established by existing dwellings on that side of the block, provided the lots on the same side of the block are fifty (50) percent developed.
4. An addition to a main dwelling shall be permitted as an extension of existing building lines, which have non-conforming setbacks. Setbacks for such addition shall be the same as the main dwelling.
5. There shall be a minimum setback of one (1) foot for each foot in height of any building, other than a single or two family dwelling, abutting on R-1 or R-2 District.

B. *FRONT-YARD PARKING.* Parking areas shall not cover over one-third (⅓) of any open area between the front of a dwelling and the front property line; except in cases of a cul-de-sac, two-thirds (⅔) of a front yard can be used; and on existing lots less than fifty (50) feet, a twenty (20) feet parking area is permitted. Townhouses and apartment lots may use three fourths (¾) of the front yard for parking.

C. *MINIMUM DISTANCE BETWEEN STRUCTURES.* There shall be no less than ten (10) feet between buildings or structures located on the same lot, tract, or parcel.

D. *EASEMENT ENCROACHMENTS.* There shall be no permanent structures located on easements without written approval of the City Commission.

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, May 11, 2026, to receive input regarding the following:

Public Hearing/Discussion/Action: Plat Amendment 2300 Veater. The applicant is seeking approval of a plat amendment request for the property located at 2300 Veater, Truth or Consequences, NM 87901, as follows:
Chapter 15 – Subdivisions, Section 15-15 – Alternate Summary Procedure and Section 15-7 – Amendments of Plats. The applicant is requesting approval of a Summary Plat of Division to divide an approximately 22.9-acre tract into multiple parcels.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

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

The agenda may be obtained on Friday, May 8, 2026 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Thursday, April 9, 2026

CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, MAY 11, 2026

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, May 11, 2026 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy City Clerk

1. **APPROVAL OF AGENDA:**

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

2. **APPROVAL OF MINUTES:**
   a) **April 9, 2026.**

Vice-Chairman Buhler: I have one correction, take one word out on page 11, the second big paragraph, something I said, there's two someone's and one of them needs to come out. Strike the first one. Thank you.

Member Hammer: I have one point, was the letter that I brought during the last meeting for reports from the board included in the minutes? I don't see it. And how do you guys do that?

Deputy Clerk Martinez: We'll include it when we upload them to the website. Our minutes are verbatim, so everything you've read is in the minutes.

Member Hammer: So any additional documentation that is brought to the meeting, that wasn't in the original agenda packet, how does that get included on the following meetings?

Deputy Clerk Martinez: The minutes are verbatim, so it's word-for-word. We'll still include it and let it be known that it's included, we will note that it's "attached here" but of course, it's also typed out in the minutes.

Member Hammer: And where would I find that if I were somebody in the public?

Deputy Clerk Martinez: On our website when we upload the minutes.

Member Hammer: Okay, thanks.

Member Hammer made a motion to approve the minutes with the change mentioned by Vice-Chairman Buhler. Member Luchini seconded the motion. Motion carried unanimously.

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

There were no comments from the public.

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

4. **PUBLIC HEARINGS (5 Minute Rule Applies)**
   a) **Public Hearing/Discussion/Action: Request for Vacation of Plats at W. Austin Street.**

Chairman Sisney opened the public hearing.

Proponents:

Opponents:

Assistant City Manager Alvarez: The first public hearing we have is for vacation of plats for West Austin Street, the applicant is requesting that the city vacate a section of West Austin street that's a adjacent to the following parcels identified within your agenda packet, and those are next To Tractor Supply, Fast Stop, and Cielo Vista RV park. Within my action form, I let you know that we were still in need of some additional information. I sent you guys out a secondary packet, or the clerk's office did, where we received quite a bit of information following up on this. So, the area that's being requested to vacate is a section of roadway that kind of corners in, I think you guys can see that on your map a little bit. It corners in around the corner where you go into Cielo Vista RV park, as well as an edge of Tractor Supply in the backside of Fast Stop. I'll bring the applicant or the representative up shortly, but this really sounds like a cleanup of

paperwork that was done back in the day. I definitely want you guys to hear from the applicant. I want the public hearing to be held and anybody for the opponents or proponents to be able to speak on behalf. And then probably what I would request is, if the P&Z board would like, you could maybe recommend this approval for further review and final concurrence with the City Commission and city attorney.

Member Buhler: I was wondering if the city attorney would be involved.

Assistant City Manager Alvarez: I would like to call Mr. Ashbaugh up. He's the representative, and he could give some more background information.

Chairman Sisney: Before we go any further. Will you show me what we're talking about here?

Josh Ashbaugh Tractor Supply Representative: I have additional paperwork. Do you guys want to look at it and kind of go through together?

Chairman Sisney: I'd like to see what you have.

Josh Ashbaugh Tractor Supply Representative: I'll just give a brief explanation. I think it's going to be easier if I get the overview, and then you all ask the questions, and I can answer your specific questions, but at the end of the day, there's a street that runs between what is now Fast Stop and the parking lot of Tractor Supply that is a platted street. It's in the Palomas Hot Springs subdivision, and we are requesting nothing to do with that street. But back in 1946 the then property owner conveyed an extension of that street outside, completely outside the Palomas Hot Springs subdivision, and it kind of, it doesn't go straight. It kind of turns a little bit to the right, to the north, that street was never built. As far as I can remember. I lived here my entire life. I remember when Turtleback Cafe, I think it was called Stuffies back then. I don't remember a street being there. I remember when Stuffies burned down, and I was, like, four. It's never been built, never been used, serves basically no purpose whatsoever. And then over the years, you'd be surprised how often this happened. Over the years, it just seems that everyone forgot about this tract of land out there. So, when we were doing the title search in 2022 closing, we discovered the issue. The parties did not want to wait. It's a whole long story that I won't go into, and so I said, well, I'll deal with this after closing. It took me four years to get to it. I wanted to get to it a little bit sooner. And so basically, I'm going to say this 10 times. And so, I apologize in advance. My goal is I need to fix title to the Tractor Supply property, and I want to leave everyone in the position the city, the adjacent property owner and Tractor Supply, in the position in which they thought they were, because no one's in the position with regard to the street where they thought they were at the end of the day. That's my goal. Is

we're just going to get it where everyone thought that's it. I mean, so that's basically the overview, and it might be, it's hand drawn in so, you know, it's not 100% accurate. But towards the end of what I just handed you is two copies of a survey. One is the clean copy, and one is my excellent drawing skill copy. And I can, we have to share it, but I actually have a full-size copy of that survey. You know, it's quite a large survey. It's been reduced down to a legal-size piece of paper. And so if you all want to look at that, I do need it back. So, I don't know how that works. I mean, you guys, I do need the original larger size survey back. If we want to look at it, we can, but I don't know how that gets put into the record exactly.

Assistant City Manager Alvarez: The Planning and Zoning Board will just make a recommendation, and so nothing will be approved and cemented until it goes to City Commission.

Josh Ashbaugh Tractor Supply Representative: If you don't want to look at it, you can, because it's, you know, full size. But if you go to the hand drawn version, it's red and blue and take the highlighted proportion. The red is where the extension of the street is, and again, that's 100% outside of the Palomas Hot Springs subdivision. I know that the city attorney kind of had concerns about that alley that runs right there, but it is on the west side of the alley completely outside the subdivision. And then that blue that I highlighted, that's an easement for the RV park. That easement was reserved, I believe in the second document I gave you in that packet, the first document is the 1946 deed to the city, and the second document I stapled them together, that one so that easement was reserved in this deed. At this point in time, in 1998 a portion of the Tractor Supply property and RV park were under common ownership, and they sold out the Tractor Supply portion to Alco, as we all recall back in 1998 and they reserved that easement that I outlined in blue for their benefit to service the RV park. So that easement is likely invalid, because you know, you cannot convey what you don't own, and in this case, you cannot reserve what you don't own. And as far as we can tell, the city owned that piece, because it's in the street that we're asking you to vacate. But like I said, we're going to put everyone back where they thought they were. So, if you go to the document immediately before the surveys. It's an easement. It's unexecuted.

Chairman Sisney: You say you want to get everybody where they think they are. Tell me where we think we are. What's going to happen to that corner of that asphalt that goes up to Cielo Vista?

Josh Ashbaugh Tractor Supply Representative: That's a point I'm making. If you go to the document labeled easement. I spoke weeks ago to Tractor Supply, and they're going to execute this easement, which is going to put that easement that is likely invalid back or into place, and

that way Cielo Vista is going to have their access on that corner, which is that little blue box. They've already agreed to do it. In fact, they already asked if they should do it, and I said, no, we have to wait until everything's done. But they're going to sign that easement, run with the land, and it will go back to the RV park so that they'll get their easement in that blue box on the map.

Assistant City Manager Alvarez: If I could maybe help, and maybe you can help clarify. Just as we've been operating like these easements are in place during the process of your paperwork, you realized we don't have the easements in place, and so we're trying to put those easements in place now.

Josh Ashbaugh Tractor Supply Representative: I mean, we are the easement that we're specifically speaking of, which is, again, the blue box. I mean, in my opinion, it's invalid. The city owns that property. You can't give it. A third party can't give an easement across city property.

Chairman Sisney: What you want to accomplish is that space inside of the blue ink will be City property?

Josh Ashbaugh Tractor Supply Representative: No, the entire red box, which includes the blue box, will be vacated by the city. Then the city is going to do what it does. We'll get clear title to the Tractor Supply portion, which will include some cooperation with the adjoining property. And I've spoken to her about it. I think we're on board. I'm not sure, but I think so, and we'll get clear title. We have to do that first, and then once that's done, then Tractor Supply folks are going to sign the easement to put the blue box in place.

Chairman Sisney: It's going to be Tractor Supply property with an easement to Cielo Vista?

Josh Ashbaugh Tractor Supply Representative: Correct, which is what everyone thought it was. And it wasn't.

Chairman Sisney: Ok, thank you.

Josh Ashbaugh Tractor Supply Representative: And then, you know, going to the city, the city has an express easement, it's that number one I highlighted, just the number one. But it is not just in that area. It's a pretty big, that whole dotted line deal. So the city does have an electric and telephone line express easement. And that is one of the documents I gave to you all. It's the third document, the 1998 easement agreement. Again, it covers more than just what we're talking about. But you know, the city is going to want to reserve that easement unto itself, the

parts that overlap the street and then overlap the express easement. And, you know, again, I'm talking with the Tractor Supply folks about all this, and they're on board with doing whatever needs to be done to just get to where we thought we were. So, you know, I'm willing to work with the city and the city attorney so that we can all make sure we're all on the same page and that we're being fair to everyone.

Vice-chairman Buhler: So you basically like, quiet the title on this?

Josh Ashbaugh Tractor Supply Representative: You can say that in a way, I'm fairly certain the state, the federal government and the county, have sovereign immunity, and you cannot list them as a defendant in quiet title. And I believe the city is the same. So basically, we're clearing title. We can't do a quiet title, but we can, you know, work with the city to get it clear, and work with everyone, all the adjoining property owners.

Vice-Chairman Buhler: You feel like everyone is on board with this?

Josh Ashbaugh Tractor Supply Representative: Yes, that is my impression. I won't go into details, but, you know, I'm paying for this because I was told by my underwriter to ignore it, and you know, I'm a bit of a perfectionist, and it's bothered me that it has not been fixed. I just want to fix it at the end of the day.

Vice-Chairman Buhler: They will be able to use the road?

Josh Ashbaugh Tractor Supply Representative: It'll be exactly as they thought it was.

Member Hammer: From your drawing, it looks like the Tractor Supply the building is built on property it doesn't own. Is there an updated survey? I'm seeing a lot of surveys here, but they're like for 95.

Josh Ashbaugh Tractor Supply Representative: That's the most recent one. Again, I can give you the full-size survey to look at. I do just need it back. The exact survey you're looking at, I can give you the full size. It's much bigger. It might be clearer to look at.

Member Hammer: And this will be re-surveyed for the record?

Josh Ashbaugh Tractor Supply Representative: It doesn't need to.

Vice-Chairman Buhler: And Jay Rubin is on board with this too?

Josh Ashbaugh Tractor Supply Representative: We're working with him.

Chairman Sisney: Where is Tractor Supply?

Josh Ashbaugh Tractor Supply Representative: They appointed me to represent them.

Member Luchini: The part of the Tractor Supply building or business inside the city property. Does that get rectified?

Josh Ashbaugh Tractor Supply Representative: That's why we're asking for the vacation. That's the major issue. Is that this, you know, the major issue is not that this is a street to nowhere. It's a street to nowhere underneath a building, and that's the major issue. So, we ask that it's vacated, basically to clear title for Tractor Supply. And it really serves no purpose to the city, except for the easement. The city didn't even know. So, they, in 1998 asked for easement. They said, oh yeah, here you go. Here's an easement, and then part of it crosses the street anyway, so that, again, stays in place. And that was in the application. We are not asking that easement be disturbed or vacated. You know, a little bit of language is going to be inserted into vacation instruments. But I definitely think that Mr. Rubin and I can get to the terminology that's going to, again, put everyone where we thought we were.

Member Hammer: Is one of those speakers the owners of Cielo Vista?
Chairman Sisney: I don't remember.

Assistant City Manager Alvarez: I think it's important the first thing that we have to do is open for proponents and opponents.

Member Hammer: We can do that but I would really like to hear from the adjacent property owners.

Deputy Clerk Martinez: They'll have to state their name and address for the record.

Member Hammer: You tell me when and how, and we can get them up here. I just would like to hear from them.

Deputy Clerk Martinez: We'll go down the list. If they're not signed up
to speak.

Assistant City Manager Alvarez: Then they will have the opportunity at the end.

Chairman Sisney: First on the list is Ray downs, Mr. Downs, please step up to the microphone.

Assistant City Manager Alvarez: Are they signed up as an opponent or proponent?

Chairman Sisney: They're all no opponent.

Member Hammer: Are you here for your own property? Are you here for your own property, or are you speaking about this vacation?

Deputy Clerk Martinez: There is a sign in sheet for each address.

Chairman Sisney: Okay, so this says Austin Street. I've got three people on here, right?

Assistant City Manager Alvarez: He's he signed up on the wrong one.

Chairman Sisney: Okay.

Chairman Sisney opened the public hearing.

Proponents: No Proponents

Opponents: No Opponents

Deputy Clerk Martinez: Are you guys here for Austin? Did you want to speak?

Cielo Vista RV Park Owner: No.

Member Hammer: Can he stand up?

Chairman Sisney: Well they don't want to speak.

Member Hammer: What I want to know as a member of the Planning and Zoning board, I want to make sure that the property owners on the adjacent property are ok with this plan.

Assistant City Manager Alavarez: I can tell you that the property owners on the adjacent property at Cielo Vista RV Park did come in and speak with me. We went over a lot of paper work and it's my understanding that they also spoke with Mr. Ashbaugh. It's their choice weather they want to get up and speak or not.

Member Hammer: I'm not forcing anybody to get up and speak. I just would like to understand their perspective as this directly impacts their business. If this was shut off, they wouldn't be able to have traffic come up to their property. So I feel like that's an important part that we need.

Josh Ashbaugh Tractor Supply Representative: I agree with that. If they want to speak, they certainly can. But to reiterate, they're not going to be shut off. I've already spoken to Tractor Supply. They're going to execute the easement.

Vice-Chairman Buhler: I personally believe it's a good idea what is happening here. And you know, these properties have been in place for a long time, and I do know that when a road or something is used, or a building is somewhere, if it's if it's not made to move, and it stays there for years and years and years, that gives it a right too. I think this is a very good idea what's happening. And then you'll be working with the city attorney as well.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Request for Vacation of Plats at W. Austin Street. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.

b) Discussion/Action: Request for Vacation of Plats at 418 Locust Street.

Assistant City Manager Alvarez: The applicant is requesting that the city vacate the alleyway that's adjacent to 418 Locust Street. Within your agenda packet, I identified that area. They have a parcel. They have two parcels, one on either side of the alleyway, as well as a third parcel in there, I've identified as well. And then there's three other additional parcels that are owned by two different property owners, all property owners with were notified within 300 feet of the public hearing. We did receive an email letter that's included in your agenda packet. The property owners, the other property owners that are adjacent to that area did email that they oppose the vacation of that plot. The applicant is here and available to speak. You would like to hear from the applicant, or if you have any questions.

Ray Downs, Applicant: I like to pass this around to you. The stuff that penciled in.

Assistant City Manager Alvarez: On your agenda Action form, I tried to identify the parcel numbers so that you could match them up with them now.

Chairman Sisney: I see that, and I appreciate that.

Member Hammer: Where is 415 Locust is that directly across the street, 415 Locust?

Assistant City Manager Alvarez: He's at 418.

Member Hammer: I know. The person who is opposing to it lives at 415 so I wanted to see what he was.

Assistant City Manager Alvarez: Oh, they're, they're the property owner down one.

Chairman Sisney: They don't live there. It's an empty lot.

Ray Downs, Applicant: According to my information 410 is the actual address of the lots next to me.

Member Hammer: 415 Locust is across the street in a double wide on the corner. I'm fairly certain I would have to double check that the New York developer owns the parcel next to it, next to Ray. Not that that matters, but just wondering if they had any input, I'm sure they were mailed a letter. I guess my only question is, if we vacate, we allow the vacation of this alley, then there's no alley in between or in the next property. But I've seen this up close, and half of this property south of this is like a huge hill. It's unbuildable.

Assistant City Manager Alvarez: It would essentially landlock the one path parcel.

Member Hammer: It would.

Vice-Chairman Buhler: Well, and alleys are put in for reasons. They're put in for safety. So, I would mention that to you as well.

Ray Downs, Applicant: I'm going to pass this picture around. There was no alley way there. There was no way to put poles. The city actually got a ramp about 8-foot beside my building and my power pole was on top of that 8-foot embankment. Whenever I purchased the property

behind it and I leveled all the property around there. The city came and set a new pole up there. I told them if they vacate it I will have my service changed to the main pole next to the road. Which is 5th street and would take it from there to the shop building. The main reason I want to vacate it. I have had a portable welder stolen off of that lot. I have had several people drive onto the lot to look around. I went out there one time and asked a man what he was doing there and he said he was looking to see what size ball he needed so he could back up and steal a trailer. Molly, I think you have walked behind that before I got there so you can attest that it's almost impossible to walk back there before it was leveled off. That is my main reason to try and secure the property. If they are worried about power there is still power available at 4th and Locust. There's a street life there on the street that could be run across. The Fourth Street has actually been vacated quite a while back. It no longer goes into the subdivision because there's no place for it to go anyway. Everything's pretty much straight up and down all the way around.

Member Hammer: Are there any utilities down this?

Ray Downs, Applicant: The only utility is my power pole.

Member Hammer: No gas or anything?

Ray Downs, Applicant: No gas and everything are on Locust Street.

Chairman Sisney: The letter enclosed from 415 says the reason they oppose is they're afraid you're going to make more dense housing up there. Is that your intention to make more dense housing on your property?

Ray Downs, Applicant: No.

Chairman Sisney: Because it just said, if this actually would permit the Dows to increase home density here on locust, I am against it.

Assistant City Manager Alvarez: Remember that you don't, you don't get to identify whether he can or cannot develop his property. So if you choose to vacate.

Chairman Sisney: That's not what I'm going for.

Assistant City Manager Alvarez: I just am letting you know you don't get to identify whether or not he gets to make dense housing.

Chairman Sisney: Right. My point that I'm trying to make is, if someone's complaining opposing something that pulls a lot of sway with me, but if they're saying if, then they're really not opposing, unless he's planning on it.

Assistant City Manager Alvarez: With that being said, somebody could tell you they are or are not going to do something right walk out of here and do the opposite, and as long as they develop it within the code, they're allowed to do it. So, I don't want your decision to be based on whether or not you think he may or may not do something.

Member Hammer: If he wanted to make it more dense outside of the current zoning, he would have to approach the city so, and that would be a future request that's irrelevant to this topic.

Ray Downs, Applicant: There are several lots on the other subdivided. The only ones I own are the ones right there where I'm at. There's not enough room behind there probably to meet mostly setbacks. There's no water available. There is no sewer available. There only thing that's available at that is electric, gas is on the front, water is in the front, sewers, and it's not my intent to do that. I don't know what Paul's intent across the street is. The property next adjacent to me, just south of that the other 45 by 140 foot piece. That's the only thing you're going to be able to put in. There's a single, wide mobile home, or very, very small house, because of the setback. I've actually tried to buy that property twice for a driveway.

Member Hammer: So right now, I'm just trying to get clear so you own the top three parcels and the other parcel is someone else but he's not Paul.

Ray Downs, Applicant: That's the McKinney Trust.

Member Hammer: But he's not Paul. So, the McKinney trust are they opposed or for this or no response?

Assistant City Manager Alvarez: No response.

Member Hammer: Your parcel does not touch Paul's property?

Ray Downs, Applicant: No he's across the street.

Member Hammer: to be clear who was, who is opposing. If it was this person, we would need to take in a little bit more consideration. But okay, I don't have any more questions.

Chairman Sisney opened the public hearing.

Proponents: Ron Fenn

Opponents: Paul Richardson

Paul Richards: include email.

Ron Fenn: I have known Ray for a long time. Actually, I don't want him to leave, but that's beside the point. I have problem with Mr. Paul Richardson, however, and reading his letter in opposition of this. He mentioned that Mr. Ray Downs is trying to sell his house, but he didn't mention the fact that he is selling his house and has already probably sold it. He's a realtor. He has not moved there with his family or anything else. He was a single man that moved into the house. He didn't even furnish it. I've been in his house, and he was turning around and flipping the property. So, this is very ingenuous, this letter that he wrote because he's selling his property and he won't be there if he's already has. He's taken the signs down. By the way, I don't know whether or not he sold the property or not, but he is not representing that this is a family that's looking for this quiet neighborhood or anything else. And one of the factors that I looked at when I looked at the plat, it's the fact that there's a property owner that with that, without the vacation, has a piece of property that is totally landlocked, that has no access to a public street. And so, there's a benefit to that. Would be the people, I guess, that didn't answer. I don't know what their purpose is in owning the land or anything else. But it would seem to me that by leaving that alleyway there, it land locks a piece of property, making it much less valuable than would be if they had access to a public street, because unless you're a mountain goat, you have no access from Poplar. That is, I mean, it's just very steep, sheer drop off of significant footage. Anyway, that is all I can say is there doesn't seem to be a value in a in an alley that goes nowhere, because, as you can see from the from the plat, it only goes through a couple of pieces of property and then ends. It would not be sufficient for, let's say, a turnaround of trash trucks or anything else. Both of those areas that would be freed up from that alley would have public access on a public street, meaning Locust Street. Therefore there's no need for, let's say, an alley to go down there behind those properties for any reason I can imagine in the future, because that property has been for sale or vacant for as many years as it's been there. But given the fact that variances are my estimation very too regularly, given this one would impact no one negatively, as opposed to variances for, let's say sidewalks and curbs and gutters and all of that, just because other people say, Well, nobody else has got it, so I don't want it either. That's the way the city ends up without sidewalks and curves and

everything else. I am totally in as much as I would hate to see my friend Mr. Downs leave community. I know he's not trying to develop that land into anything.

Member Hammer: I walk by this property almost every day with my dogs. So, I'm very familiar with it. Given the topography of this area, including that really steep, unbuildable hill. No one will ever build on and the area, I don't have any objection to this request.

Chairman Sisney: Let me ask you something. If you bought that property and you had access from an alley when you bought it, how would you feel if someone tried to take your access away from your property?

Member Hammer: They're not here, right? This, this property here are you talking about? This one down below?

Chairman Sisney: I'm talking about the two that are going to lose access to the alley.

Member Hammer: They received a letter, right? This is the property owner.

Assistant City Manager Alvarez: They received certified letter. If ultimately the Commission approves the request to vacate, then the attorney has to go through a legal process, and the vacation legal descriptions are divided up within potential property owners. They'd have to accept that as well.

Member Hammer: Okay, there is a layer and there is a possibility that they can oppose at that time.

Chairman Sisney: They sent an email opposing

Member Hammer: The emails from the neighbor across the street that doesn't have any property adjacent.

Chairman Sisney: The people that own these two lots right here they did not respond.

Assistant City Manager Alvarez: No.

Chairman Sisney: Gotcha. All right. Thank you.

Assistant City Manager Alvarez: I noted my action form stated incorrectly.

Member Hammer: The neighbor who wrote the email is across the street. He doesn't have any property adjacent or touching this or any of these.

Assistant City Manager Alvarez: He is within the 300 feet.

Member Hammer: He is within the 300 feet so. But physically, his property doesn't touch it.

Chairman Sisney: Gotcha.

Member Luchini: But he still says no. My concern is the safety. I know there is emergency access on Locust. But I mean, the alleys were put there for a reason, and obviously, you know, it doesn't go completely south nor completely north.

Chairman Sisney: Who owns the rest of the lots?

Member Hammer: Pre Real.

Assistant City Manager Alvarez: They were also notified.

Chairman Sisney: No comment from them?

Assistant City Manager Alvarez: No nothing, except for the one email that we received. Actually, they gave me a phone call, and I asked them if they wanted it as part of the record, to email me the information. So they followed up with an email. That's the only response I got from anybody.

Chairman Sisney: Excuse me, Miss Alvarez, Pre Real did not wish to comment on the fact that, well, so they don't care if there's an alley there or not?

Assistant City Manager Alvarez: I received no response, except for the one email that you have.

Member Luchini: My concern was just the alley and access to alley for the other accessible lots south of Mr. Downs.

Member Hammer made a motion to recommend approval to the City Commission for a Request for Vacation of Plats at 418 Locust Street. Vice-Chairman Buhler seconded the motion. Roll call vote was taken.

Member Hammer – Aye
Member Luchini – Nay
Chairman Sisney – Nay
Vice-Chairman Buhler – Aye

Motion was 2-2.

Chairman Sisney: I know, so it's a push, and therefore it will advance to City Commission. So I'll let you know what's up. So, you understand that nothing really happened today, move on and they'll make a decision. So thanks for coming. Thanks for the time.

c) Discussion/Action: Request for Plat Amendment at 2300 Veater.

Assistant City Manager Alvarez: The applicant is requesting to split two separate parcels that they have into four parcels, because you can see from the items in your agenda packet, they are two very large parcels. The property is located in the T-1 district. All parcels meet the lot size requirements, and they'll have either direct access or legal easement access to all city-maintained utilities and streets. All documents have been submitted and certified letters to property owners is required. The applicant is out of state right now. He's a resident of town. He just travels, and he just happens to be out of state. He did request that I read his letter. "Dear P & Z board members, thank you for considering this re-plot. I'm sorry not to be present, but I'm out of state and unable to attend. The farm is currently in 2 20+ acre parcels, and I would like to divide it into 4 10+ acres. Listed below are the reasons I'm asking for this re-plot. One, I desire to have one parcel for myself and my other two family members, one for each, and have a small Farm and Home site. Two, as water becomes more and more scarce, it's difficult to keep this much acreage alive and well-managed. It's my intent to keep farming the total acreage if I'm able to get an approved supplemental well. I do not wish to burden on the city and will not require any utility extensions other than service lines or taps. There's currently power on all four sides, water and sewer and Veater street, I have allowed for a 50-foot easement for private utility lines, privately maintained roadway. This with roadway would be adequate for future growth, should the city need and desire it. Should my family or I ever decide to sell, we would be giving the owners of the two homes in the northeast corner of the original farm an opportunity to purchase and add the 9.8+ acres to their place. Again, I wish I could be there in person. Thank you for considering this request. With regards, Walt Martin" who is our applicant, and with that, I stand for any questions.

Member Hammer: So between the quadrant before the sub-plat map, there is a road that's 30-feet wide that runs down the middle.

Assistant City Manager Alvarez: Yeah, that's an easement he'll put in.

Member Hammer: Okay, so these won't be stranded from the street.

Assistant City Manager Alvarez: Correct. They will not be landlocked, and it'll be a utility and roadway easement.

Chairman Sisney made a motion to recommend approval to the City Commission for a Request for Plat Amendment at 2300 Veater. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

d) Discussion/Action: Request for a Variance at 1199 E. Riverside.

Assistant City Manager Alvarez: Thank you, the applicant is requesting a variance for the minimum dwelling size of 1199 East Riverside. The property is in the RR-1 district. Existing structure on the property is 510 square feet, and the applicant would like to remodel that existing structure for livable dwelling purposes. RR-1 does require a minimum dwelling size of 800 square feet. Looks like, from what I could go back into from past history that the existing structure was maybe originally an accessory building prior to a lot split in maybe 2022. The structure does have unobstructed access to city maintained utilities and street and all required documents and fees have been submitted certified letters mailed To all property owners within the 100 square feet, and from a planning and zoning standpoint, if this was something that planning and zoning did recommend, and ultimately, City Commission did approve, the way we would look at this as it does improve a property that's just got a building sitting on it right now. They're not asking to bring in something smaller. They're asking to rehab an existing structure. And I don't know what the structure was prior.

Vice-Chairman Buhler: You know, they're not here to take questions, correct?

Assistant City Manager Alvarez: They are, yes, Ma'am.

Chairman Sisney: These lines are not correct.

Assistant City Manager Alvarez: Yeah, please don't look at the lines. The lines are not correct. That's an overlay.

Chairman Sisney: And these two pieces of property are not the same owner.

Assistant City Manager Alvarez: No.

Chairman Sisney: Where's the fence? I can't see it. You know, I can usually see the fence, and I don't see a fence. Is there a fence between the two properties down the middle?

Member Hammer: So the main structure next to it, like, if you're standing on Riverside and you're looking to the left, there is a house there. Is in an adjacent property, or is that on the same property?

Chairman Sisney: Those are two different lots, and there's a fence between the two properties. But the red lines are off. You can see where they should be.

Member Hammer: How big is the lot?

Assistant City Manager Alvarez: For this one, we did not have any obvious proponents or opponents, and I will say I did not receive any emails or phone calls from any opponents or proponents.

Member Hammer: I can't read this, it's how many acres?

Rocky Mondello, Applicant: I'm Rocky Mondello, I own the property on 1199 East Riverside. And just for the record, the city allowed it to be split up several years ago before I bought it. This is kind of a real dwelling. It was a livable dwelling at one point. It's stuccoed –

Vice-Chairman Buhler: Now, are you talking about the little blue house?

Rocky Mondello, Applicant: No, it's brown. It's really ugly.

Member Hammer: Can I show you on maps?

Vice-Chairman Buhler: Yeah.

Chairman Sisney: That was Bill Wood's house.

Vice-Chairman Buhler: There was a fire there.

Chairman Sisney: Right I remember that.

Rocky Mondello, Applicant: Anyway, the city allowed it to be split up a few years back, and we bought it, I guess, in the '22 with it with the building on there. And now we're trying to remodel it, and I guess at some point, you know, change the size requirement after we bought it, but we just want to clean it up and make it a really nice little place.

Chairman Sisney: Have you considered adding another 300 square feet?

Rocky Mondello, Applicant: I have, I own the Morning Star building, and I just put $15,000 more into it. And so I'm just trying to do things in phases. So yeah, and I would like to in the future, absolutely.

Vice-Chairman Buhler: Yeah, you're kind of, this is kind of venturing into the tiny home aspect, and the city doesn't really have a good – we don't have a structure to work with that just yet. We're in the process of working on that. Setting a precedent, and having a bunch of tiny homes all along the river will put a lot of pressure on that area, for one, and I don't know that I'm, you know –

Rocky Mondello, Applicant: Well, this isn't a tiny home. It's a dwelling that exists already.

Vice-Chairman Buhler: Well, it's not livable.

Rocky Mondello, Applicant: Yeah, well.

Member Luchini: Do you live in it now?

Rocky Mondello, Applicant: Oh no, I live next door to it.

Vice-Chairman Buhler: This a shell. It's basically a shell, correct?

Rocky Mondello, Applicant: Well, it's more than a shell. It's got electric. You know, it was electric. It had some plumbing in it at one point, but it was livable.

Vice-Chairman Buhler: It was part of the other house.

Rocky Mondello, Applicant: It was part of a trailer that used to -

Chairman Sisney: Well, I thought they were two different owners. So you do own the property next to it.

Rocky Mondello, Applicant: I own the property next to it, yeah.

Member Hammer: To the right or the left? If you're standing on the street.

Chairman Siseny: The original property, you own that piece too, that this was connected to?

Rocky Mondello, Applicant: No, not the original.

Member Hammer: So if you're standing on the street and looking at the property in question, is your house to the right?

Rocky Mondello, Applicant: Yes, right.

Member Hammer: Thank you.

Member Luchini: The one with the slanted roof and the boat?

Member Hammer: No, that's the one we're talking about. That's 510 square feet. And then he owns the property to the right down here.
Vice-Chairman Buhler: Now, would it meet, like, base flood elevation and all of that for being on the river? Because it's on the river.

Assistant City Manager Alvarez: Any development or remodel that they go through has to go through Travis Atwell, flood manager, all of that stuff gets submitted to him, as well as through CID for permitting and electrical.

Vice-Chairman Buhler: So he would have to have a permit.

Assistant City Manager Alvarez: They would have to go through everything –

Rocky Mondello, Applicant: I would like to say that all the houses there are ground level already, so I'm not sure what you're saying. And this house actually is about three feet off the ground.

Vice-Chairman Buhler: Well, it should meet whatever the code requires.

Member Hammer: I'm sorry, were there proponents or opponents to this particular variance request?

Assistant City Manager Alvarez: I've not received anything from anyone.

Member Hammer: I, personally, like the idea of having smaller homes on properties. We've had this discussion many times in many, many of our discussions here, I just don't know if we're ready yet to stipulate what that means, because we haven't really come to an agreement in our own discussions, or, you know, giving that to the commission, and I think it's something we want to do. I just think we need to be careful about setting a precedent that we don't have guidance for yet. But I like the idea. I'm just, I'm conflicted on how to move forward, given we don't have specific code for smaller homes or ADUs.

Rocky Mondello, Applicant: I'd like to ask you, this really be a precedence if the house already is there and has been there for a very long time?

Chairman Sisney: It used to be twice the size of this now.

Rocky Mondello, Applicant: No, not the house. There was a mobile home, a trailer, attached to it. That was a drug trailer that my son, who owns the other property, got rid of. It was terrible.

Chairman Sisney: Is your son? I remember that. I remember when this, when this property was all, together, that was your son?

Rocky Mondello, Applicant: Yeah.

Chairman Sisney: How long ago was that?

Rocky Mondello, Applicant: I'm going to guess four or five years ago.

Chairman Sisney: Okay, I'm talking about before that, when this was all one. This was all connected.

Rocky Mondello, Applicant: Yeah.

Assistant City Manager Alvarez: It was 2022 that you guys approved the summary plat. 2022 is when It was approved to split that lot.

Member Hammer: And what was it a part of again? The left or the right, if you're standing on the street.

Chairman Sisney: This used to be – this house here to the left, and this, they were connected. This property was twice as large. It caught on fire, and they tore down half of it. They closed in this part of it. I remember this property.

Rocky Mondello, Applicant: And that and that was attached to a trailer. The little house that exists, the other house was never attached to that house. There was a trailer there, and like I said, it was a drug trailer.

Vice-Chairman Buhler: And there's 10 feet between the other structure.

Assistant City Manager Alvarez: Yes, it meets all of the required setbacks other than the dwelling size.

Vice-Chairman Buhler: So the total inside, the total square foot is 510. Could you make that a little bigger?

Rocky Mondello, Applicant: I can't this week, I'm putting so much money into 421, my building downtown, I just spent $9,000 redoing the electric. I'm going to put a roof on.

Vice-Chairman Buhler: Well, it's in shameful condition right now. It's been in shameful condition for a long time.

Rocky Mondello, Applicant: I agree, that's why I'm here.

Rocky Mondello, Applicant: I'd like to, you know, at least get it prettier, and then, you know, I would like to remodel and make it bigger and better. But right now, you know, I'm going to have to put a new roof on, and I'm going to do a lot of re-stucco, just a lot of things, just to make it what it is. And then, you know, as business of life goes on, you know, I have limited funds, so you know. Yeah, and it really is an eyesore. I'd love to, you know, get what I need for utilities to get a remodel. I already talked to a contractor to come in and do some things to it.

Vice-Chairman Buhler: You could almost call it like a mother in law house, but I know it's not in the backyard. Well, I'm serious. You could call it a granny house, and that's what you might want to, when you go before the city, you might want to express that.

Member Hammer: So when we're considering the request, we should be going back to our findings of fact sheet as well.

Chairman Sisney: I don't think we should. I don't think we should make a variance.

Rocky Mondello, Applicant: Because of the size?

Chairman Sisney: Because of the size.

Rocky Mondello, Applicant: So you just want it to stay there looking just as ugly as it is? It's pretty ugly.

Chairman Sisney: If you're going to do it, add 300 square feet to it.

Chairman Sisney: You don't have to pour a slab. You already said it's off the ground.

Rocky Mondello, Applicant: Right.

Chairman Sisney: Then we don't have to set a precedence, and we don't have to make a variance, because this is something that we've been working on for, for quite a while, to establish.
Rocky Mondello, Applicant: Let me ask you something, how long have you been working on it?

Chairman Sisney: On this?

Rocky Mondello, Applicant: On the size requirements.

Chairman Sisney: We've been, this has been, how long have you been here, Molly?

Member Hammer: A year. So the city has a priority list of what they need to do in general, but then also I know that the Mr. Whitehead, who is not here to speak for this, but he wants to look at all the ordinances, like we're doing a review, because there's some language that might be not clear, so on and so forth. And so he wants to tackle all of the changes kind of at once.

Rocky Mondello, Applicant: I can understand that. What about the fact that I bought it before all this?

Member Hammer: You're bringing up a good point, which is more people want to do this, and I think that's important for us to consider. And I think maybe this will push this topic, this ordinance, kind of to the top of the list, because it does keep coming up. We need to make some decisions.

Chairman Sisney: When you bought it, it was not a residence. It was a shed.

Rocky Mondello, Applicant: No, that's not true. It's got plumbing and electric. It was a residence.

Member Hammer: Because it was attached to a mobile home.

Chairman Sisney: Yeah, it was.

Rocky Mondello, Applicant: It was a residence. That's why I bought it, figured that, you know, I don't know how it works, but you let it get subdivided. Had that little house, I'm going to call it a little house because it has plumbing and electric to it and water, you know, has everything, all the utilities at one point. And so I bought it, figured I'd remodel it. And that was four years ago. So seems a little unfair that I bought it with intend to do that, and now I can't. And again, I will expand it in the future, but I can't do it this week, there's only limited things I can do. And my downtown building takes some priority, some precedence, and I feel bad how this place looks. It's really not.

Vice-Chairman Buhler: You know, Riverside used to be the most beautiful street in the whole town.

Rocky Mondello, Applicant: I know.

Vice-Chairman Buhler: And there's problems there now, yeah. So now I know you would do it. I know you would do a nice job, Rocky. I know you would, your store is very nice. You bring a lot to our community, and that counts in my book.

Rocky Mondello, Applicant: Thank you.

Lynette Mondello, Applicant: I just wonder on expanding the size. First of all, I gave the variance to split the property. It's not a big piece of property, so that proportionately, that little building is actually a nice size. Our one plan is to put a deck. We were just looking at it today, so it will look over the river. It'll have a little more space, but it's not a big piece of property to make a bigger house on it. That would be one comment I would say, just what that would look like.

Member Luchini: Is there room on the lot to increase it to 800 feet?

Lynette Mondello, Applicant: I mean, there is room.

Chairman Sisney: It'd be 10 feet by 3 feet. You'd have to make it 3 feet longer.

Vice-Chairman Buhler: Are you going to change the roof line, or are you going to leave that roof like that is?

Chairman Sisney: You'd have to make the house three feet longer.

Lynette Mondello, Applicant: The only thing that we considered is adding, like a carport to the other side so it'll give it the peak.

Vice-Chairman Buhler: Right, so more symmetrical look to it.

Rocky Mondello, Applicant: It needs to be respected. Like you said, it got burned down, and right to have the house.

Lynette Mondello, Applicant: The problem is, one of the complaints that I have is, you know, we went to go get utilities, and whomever agreed to give the variance to split it, never considered that this place has no utilities. So for us to get started, it would be nice to have water. It would be nice to have electric, but we can't do it because it's not 800 square feet. So that's been a frustration for us, just to get started. To be honest, I can't get utilities for that, and I can't do utilities for the other property I own. Both I want to work on, but because of the these codes or whatever, I can't even get started. So it's been a little frustrating. And we do want to, even the house that we own, we would like to fix up things and have a nice – we want to be a part of the good changes to Riverside Drive for sure.

Member Hammer: I just want to see us, in working with the city, bring this, the tiny home and ADU topic, to the forefront. I think we need to set a precedent. The fact that this building is already here, they're not asking for a new build, and they can't get utilities to it because of the

size constraint. I think it's a reasonable size, 550, it's not 200 that we're trying to put into a home, and because of those facts, I would vote for it.

Member Hammer made a motion to recommend approval to the City Commission for a Request for a Variance at 1199 E. Riverside. Vice-Chairman Buhler seconded the motion. Roll call vote was taken. Roll call vote was taken.

Member Hammer – Aye
Member Luchini – Nay
Chairman Sisney – Nay
Vice-Chairman Buhler – Aye

Motion was 2-2.

Member Hammer: Thank you.

Chairman Sisney: Nothing personal either, you guys.

Vice-Chairman Buhler: You know, ours is only a recommendation, so you'll go before the city, and you'll have a, this is a practice, kind of a practice thing for you, too. So, you will hone in on the things you're going to do that you're going to make it a really nice place.

Rocky Mondello, Applicant: I've got blueprints. I want to make it pretty. I can't, like I said, I'm not crying, but I put a lot of money on my building down there, and business always comes first before. I mean, these are the little things.

Member Hammer: I overheard you say you have blueprints and a design for this new build. Bring that to the City Commission, I think that'll help your case.

Vice-Chairman Buhler: But you can understand where we're coming from, too.

Rocky Mondello, Applicant: Well, I can understand. But you know, it's a little frustrating, because if you said to go up and down Riverside.

Vice-Chairman Buhler: We're going to address some of those things too.

Rocky Mondello, Applicant: What about the lighting on Riverside?

Chairman Sisney: That'll have to be another time.

Vice-Chairman Buhler: Yeah, talk to the city manager about that, talk to Gary.

Rocky Mondello, Applicant: Because it used to be pretty amber lights, and now it's like daylight at night.

Vice-Chairman Buhler: We have no regulations on it. I don't know what they are.

Chairman Sisney: Those are down, firing lights in their LED now, and that's why they're offensive. It's because of the color of the light.

Rocky Mondello, Applicant: I hear what you're saying. But we sit out in our backyard, and we can see that light shining on the trees across the river.

Chairman Sisney: Let me say something. I have had this problem in the past, on a light out in front of my house, and they came and shielded that light.

Vice-Chairman Buhler: Yeah, you know that house on Magnolia and Riverside, there's a man living in there, and it's a tuff shed. It's sitting on an old –

Assistant City Manager Alvarez: I know, I'm sorry. I would love to do something about it, but it was approved back in 2018, we have the documents. Whomever was in –
wasn't,

Vice-Chairman Buhler: You know, that house has only been there for a couple of years.

Assistant City Manager Alvarez: I'll look farther back, but it looks like they were approved. And they may not have put it there until recently.

Vice-Chairman Buhler: There was a barn, but that was all that was there.

Assistant City Manager Alvarez: What I'm saying is they may not have put it in place until 2020 or 2022, but we have signed approval in 2018 from past. I think it might have been Susanna or –

Vice-Chairman Buhler: You know, there was a trailer there at one time. You can see the runner.

Assistant City Manager Alvarez: Correct. I can go back in history on Google, and I can see exactly what was there.

Vice-Chairman Buhler: I mean, I'm telling you, it's not, it's not in line with the base flood elevation, none of that. It's not legal –

Deputy Clerk Martinez: The only thing I can suggest, Vice-Chairman Buhler, it's not an agenda item. If you want it, we could put it on the agenda for next meeting.

Assistant City Manager Alvarez: I can shorten that, if I can, please, Katy. If it does not meet floodplain, contact the floodplain manager, Travis Atwell. If you're concerned about structural, contact CID. As far as the building sitting on the lot approved, it was signed off by was signed off by, I think it was Susanna's signature, maybe Robbie's. It's hard to see what signature, but it's dated 2018, I reviewed that and looked it up last time you brought it to me. It was approved as a smaller dwelling.

Vice-Chairman Buhler: It's a shed.

Chairman Sisney: It wasn't there. That was brought on.

Vice-Chairman Buhler: It's not there in 2000, that's something else that they're using for that, because I have to tell you, this is a new thing that's come in here, and it's, you know, I mean, I would say maybe it's been there for two years, two, three years.

Assistant City Manager Alvarez: I'll go look it up again.

5. WORKSHOP:

a) Shipping Containers:

Chairman Sisney: Would we like to table item five?

Vice-Chairman Buhler: Oh, talking about the Conex boxes. I think we should until the next meeting.

Member Hammer: I just want to make a comment about this. I did submit a position paper back in October, it was appended to the ADU, and I put some shipping container info there. I should have resent it to you, I've been really busy this last month, but I can resend it.

Assistant City Manager Alvarez: We should be able to pull if you submitted it.

Deputy Clerk Martinez: Yeah, it'll be in that last packet that we sent for the last meeting that had all the position papers and all the minutes.

Member Hammer: Okay, I just see two here.

Assistant City Manager Alvarez: So is somebody going to make a motion to table item five?

Chairman Sisney made a motion to table item 5, Shipping Container Workshop. Vice-Chairman Buhler and Member Hammer seconded the motion. Roll call vote was taken. Roll call vote was taken.

Item Tabled.

Chairman Sisney: I'd like to close the meeting in 10 minutes. Would you like to discuss Item six for 10 minutes?

Member Hammer: I could discuss it for five.

6. **DISCUSSION:**
    a) **Sign Hights:**

Member Hammer: I'd really like feedback from the city. I brought this up at the last meeting. I also sent up a follow up email, and I never received a response. So I'm just trying to understand what the communication loop is here.

Assistant City Manager Alvarez: And I do apologize, part of that's on me. I had forwarded it off to Gary, and Gary was going to review and get back, and it's just been – please understand we have a lot of projects and literally, I didn't follow up with him, I'll own that.

Member Hammer: Yeah, I understand. Just an acknowledgement saying, "Hey, this is on our radar. Thank you for your response." would be great.

Assistant City Manager Alvarez: And if a reply was received, then I'd let Gary know. It's probably sitting in my drafts, and I apologize for that as well.

Member Hammer: It's alright. Yeah, I didn't receive that. I just wanted to point out a couple things, because I did a deep dive on our code after the last meeting, because I was trying to figure out what was legal and in our ordinance and what isn't. And I did go back to the agenda

on August 11, there were two items for variances, two requests. One was for the two signs to three. And the other was the square footage of the sign from 200 to 975 or whatever it is now. The height of that sign was never brought up. And so I had to go back and review and like, where do we see that? What were we voting on, you know, etc. And I also wanted to mention, and please correct me if I'm wrong, I have not studied the entire ordinance website, but I did look at number two. So the allowed height in our ordinance for a highway freestanding sign is 26 feet. There is a section in the code that allows the P & Z board and/or the city to allow a maximum increase in area, the sign area and the height. But we can't go above and beyond that.

Vice-Chairman Buhler: Well, part of the problem with that sign is it's on a big mountain, and so it makes it even bigger than it would be normally be. From my house, I can see it. It's like a glowing ember.

Member Hammer: I can see it in my backyard.

Vice-Chairman Buhler: Yeah, it's not great.

Member Hammer: When they turned all the lights on the other day, I sent another email because I was like, This is ridiculous. I can see this in my yard, a lit-up sign two miles away. And besides the subjective irritation, it shouldn't have been allowed, and we are only able to approve an increase of 20% in both the height and in the square footage of the sign. And so I'm not sure why it got permitted. In addition, when an applicant wants to come and ask for an increase in size, they have to ask for a special use permit, not a variance. So a variance is permanent. A special use permit has to be renewed. And so that did not come to our desk in that way. And Traci, I'm relying on you, because you have a lot of more tribal knowledge and a lot more experience with our code, but those are the things that I kind of discovered. I was like, Oh, we, we couldn't even approve this, even if we wanted to, because it was outside of that.

Assistant City Manager Alvarez: I'll take your information and go back to review.

Vice-Chairman Buhler: What were the city's findings with this? You know, when they ultimately went to them, what did the city find out? What did they ask? Yeah, we need to know that too.

Member Hammer: So I'm asking, I'll read this out loud, "Confirm that no height variance was properly noticed or approved on August 11, determine whether any lawful mechanism exists to authorize these dimensions that's not currently in code" I mean the sign's already up, so we

can't defer further action. It's already up and lit. And "what is our recourse with the company at this point?" because we're setting a dangerous precedent that we're willing to allow signs –

Vice-Chairman Buhler: Could they lower it?

Member Hammer: Yes.

Chairman Sisney: Molly, if you're reading the minutes, didn't I ask a question about them complying with dark skies?

Member Hammer: There's that, in addition.

Chairman Sisney: There is no way that is going to meet – And they assured us that they were going to observe all the dark sky rules.

Vice-Chairman Buhler: I remember that. And you know, that light is on all night long.

Member Hammer: I can see it from my bedroom window. So the other thing, I drove to Belen, drove to Albuquerque a couple weeks ago for a business trip. And there's a Love's in Belen that I often stop at, and that sign was like a third of the size of this one. Also all the renderings that they showed us, all the photos, that sign was really, really short. It was never very long, except for the freeway kind of captures, you know, went from one mile to a half a mile to a 10th of a mile, they captured that, but obviously we didn't see that in town. So I just, I would like for the city to review this and make a recommendation that they take down or shorten their sign.

Member Luchini: I see your point, and I see that the sign is big and on a hill. So wasn't that part of the questions; the signage from the visibility from the highway, because it was on the terrain approaching it?

Member Hammer: It was in the packet. It was not a specific variance request on that agenda for the sign height, so it was implied, and I feel like that really should have been outlined and presented to the public. And regardless, we weren't even allowed to approve anything over 20% of 26 feet.

Vice-Chairman Buhler: It's higher than our skyline. You know, our skyline is white lights, nice. And this thing is like, it's just humungous.

Member Hammer: It's 265% over the allowed size. And 391% over the allowed square footage of its face. So we need to look at it to stay within our code. Otherwise, why have a code when future commercial projects want to come here, they just can put up a sign of whatever size they want. So thank you for listening to my follow up on that.

Assistant City Manager Alvarez: And I'll follow up with the city manager on your other emails. Again, I know it was received, and we've discussed it a couple times. It's just –

Member Hammer: All good. I know these things take time.

Vice-Chairman Buhler: Now, maybe talk to Jay too.

Member Hammer: Yeah, I feel like legal needs to look at this. At this point, we've permitted a sign that is completely out of bounds of our code. Bottom line.

Assistant City Manager Alvarez: When you pulled the minutes for P & Z, did you by chance pull the follow up minutes to the City Commission at all?

Member Hammer: I didn't, and I should.

Assistant City Manager Alvarez: Because usually that's those are the meetings that Jay does review. So I don't know if he made any comments in there or not, and definitely I'll follow up with him.

Member Hammer: Yeah, good idea. I'll look at the city after that, or two meetings after that, maybe I'll find it so August 11 was the P & Z meeting, and I'll look at the minutes on the city.

7. REPORTS FROM THE BOARD:

No Comments from the Board.

8. REPORTS FROM STAFF:

Assistant City Manager Alvarez: Wednesday, City Commission meeting, the day after tomorrow, is the last public hearing for our infrastructure capital improvement plan. So if anybody wants to attend, we'll do the presentation for public hearing for public comment, and then later on in the agenda, we'll do a presentation to the City Commission discussing last year's capital improvement plan, as well as any and all public comment we've received through to date, and have the commission potentially recommend any projects that they want to add or remove or

adjust on our ICIP plan. At the following meeting in June, because the first meeting in June is when the commission will do their final ranking and identify the five projects for the capital improvement.

Member Luchini: What time is the meeting on Wednesday?

Assistant City Manager Alvarez: 9am Wednesday.

Member Hammer: So you guys had a first meeting?

Assistant City Manager Alvarez: We had two public meetings, yeah.

Member Hammer: Okay, and then this is –

Assistant City Manager Alvarez: A third public meeting.

Member Hammer: I'll have to look at the minutes. I am gainfully employed full time, so I won't be able to attend.

Assistant City Manager Alvarez: We didn't receive a whole lot of turnout of the two public meetings. We received a little bit of input via, we have a QR code. I'm not technologically savvy, but people could do a QR code and submit; we received a couple of comments that way, as well as anybody could submit via Facebook, email, or phone call. We didn't have a whole lot of submission. I'm hoping that that means that's because we're addressing everybody's concerns. We are starting WSPI-1 construction, we had our pre-con meeting today. WSPI-1 is our USDA water line replacement project that's going to address a lot of pressure reducing valves around town, which will help with the pressure. They're going to be starting first on the water line replacement along new school road and Smith and they're doing that first because they want to try and get it all complete and done while summer and school's out. And then it'll also include a new water line that'll go, kind of from Smith road over towards the rodeo arena, kind of across that hill. That'll improve fire suppression. So that should be starting. They'll start surveying around the 18th of this month, and I think we'll be officially in construction first part of June.

Member Hammer: So good things happening. Thanks for the update.

Deputy Clerk Martinez: I have one report. I don't know if you got the email, but Lisa did email us to let us know that she will be out until September. She just has a lot of stuff going on.

Vice-Chairman Buhler: Okay, well we'll be here.

Member Hammer: How does that affect voting?

Deputy Clerk Martinez: As long as we have three, we have a quorum. But she did want to let us know that of course, if you guys wanted to try to put in another member – I think she's great. She did say she would be back in September because of her travelling and doing the meetings via phone is kind of hard, but she did say she will be out until September.

Chairman Sisney: And five is the maximum on the board?

Deputy Clerk Martinez: Correct.

Vice-Chairman Buhler: If somebody has to do something or go somewhere, you can always call in too, and be on that way. We'll just do our best to be here. And three, one more person could be absent.

9. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 5:32 p.m.

PASSED AND APPROVED ON THIS 8th DAY OF JUNE, 2026.

_____

Chris Sisney, Chairman
Planning & Zoning Board

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 27, 2026

Agenda Item #: E.5

SUBJECT: Discussion/Action: Variance Request 1199 E Riverside – Standards for District – Minimum Dwelling Unit Size
DEPARTMENT: Community Development
DATE SUBMITTED: April 30, 2026
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:
Applicant is requesting a variance for minimum dwelling unit size. Property is in the RR-1 District. Existing structure on the property is 510 Square Feet. Applicants would like to remodel it for livable dwelling purposes. RR-1 requires minimum dwelling size 800 SF. Existing structure was an accessory building prior to lot split in 2022 (Parcels 2912363667737 and 2912533667738 were combined prior to 2022).
Structure has unobstructed access to city-maintained utilities and street. All property owners within 100ft were notified of public hearing. Public hearing was held at the P & Z Meeting on 5-11-26. No Opponents or Proponents.

Recommendation:
Motion was 2-2 (1 board member was absent)

Attachments:
- P & Z Agenda Packet
- 5-11-26 P & Z Draft Minutes – Applicable section highlighted

-

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 5-27-26

CITY OF TRUTH OR CONSEQUENCES

PLANNING AND ZONING COMMISSION ACTION FORM

DATE: 5-11-2026

ITEM: Public Hearing/Discussion/Action – Variance Request 1199 E Riverside – Standards for District – Minimum Dwelling Unit Size

BACKGROUND:

Applicant is requesting a variance for minimum dwelling unit size. Property is in the RR-1 District. Existing structure on the property is 510 Square Feet. Applicant would like to remodel it for livable dwelling purposes. RR-1 requires minimum dwelling size 800 SF. Existing structure was an accessory building prior to lot split in 2022 (Parcels 2912363667737 and 2912533667738 were combined prior to 2022).

Structure has unobstructed access to city-maintained utilities and street.

All required documents and fees have been submitted and certified letters mailed to property owners as required.

SUPPORT INFORMATION:

Site Plan
Parcel Maps
Public Hearing Notice
Applicable Code

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.gov	Phone: 575-952-0565	


2912363667737
1199

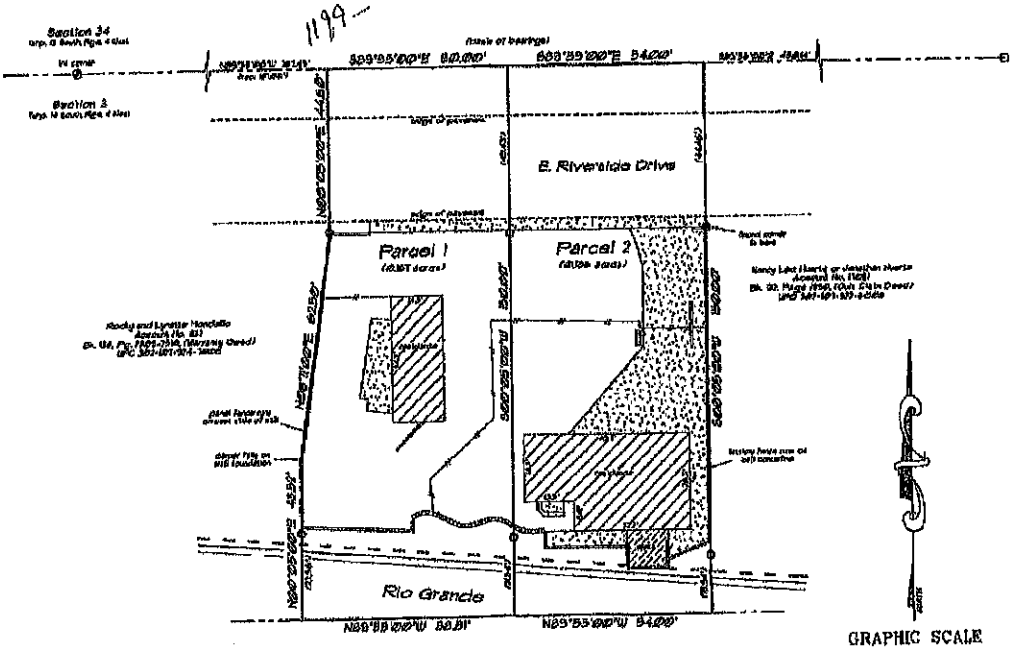

3021079247008
1195
29123638667737
29125338667738
1227
3021079226008
1277
3021079216008
1299
3021079208008
1307
1333

Exhibit A

ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT

of the division of a 0.379 acre tract of land into two parcels of land, in the NW/4 NE1/4, (Lot 1), of Section 3, Township 14 South, Range 4 West, NMPM, In the City of Truth or Consequences, Sierra County, New Mexico

1199



Notes:

These parcels are subject to easements, restrictions and reservations of record

The parcels shown hereon are located within the boundaries of Flood Zone AE, "special flood hazard area inundated by 100-year flood with base elevations determined"

The hereon described parcels were created under the City of Truth or Consequences Subdivision Codes, Ordinance Number 955, (Chapter 15, Section 15, Alternate Summary Procedure)

Property address is 1121 B. Riverside Drive

Use drawing scale to determine measurements when not labeled

Reference:

Account No. 38

Book 66, Pages 482-483, (Warranty Deed)

The City of Truth or Consequences Subdivision Codes, Ordinance No. 955, adopted May 23, 2006

National Flood Insurance Program, Flood Insurance Rate Map for the City of Truth or Consequences, Sierra County, New Mexico, Community-Panel No. 350073 0005 C, (map revised: July 16, 1996)

Plat of Survey Book 1 Page 2170

Legend:

found 5/8" rebar w/aluminum cap ⊕

found 1/2" rebar w/surveyor stamped "NMPLS 9128" □

found 5/8" rebar w/surveyor stamped "Lattus + Co. PLS 8413" ⊕

set 1/2" rebar w/surveyor stamped "NMPLS 9128" ○

board fence

wall, fence or block

rock pall

ACKNOWLEDGEMENT

We, the undersigned owners of the hereon described property do hereby acknowledge, with our free consent and in accordance with our wishes and desires, the division of land as shown on this plat.

Judah Mandello
Judah Mandello

STATE OF NEW MEXICO)
COUNTY OF GRANT)

The foregoing instrument was acknowledged before me this 4 day of November, 2022, by Judah Mandello

My Commission expires: 11/04/2025

Victor J. Nanez
Notary Public

OFFICIAL SEAL
VICTOR J NANEZ
Notary Public
State of New Mexico
My Comm. Expires 11/04/25

Francine Mandello
Francine Mandello

STATE OF NEW MEXICO)
COUNTY OF GRANT)

The foregoing instrument was acknowledged before me this 4 day of November, 2022, by Francine Mandello

My Commission expires: 11/04/2025

Victor J. Nanez
Notary Public

OFFICIAL SEAL
VICTOR J NANEZ
Notary Public
State of New Mexico
My Comm. Expires 11/04/25

ACKNOWLEDGEMENT

The City of Truth or Consequences does hereby acknowledge the division of land as shown on this plat

Mayor

4-12-23
Date

September 28, 2022

Chaparral Surveying, LLC
Professional Land Surveying
P.O. Box 575 Elephant Butte, New Mexico 87935

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that the plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.

I further certify that this survey is an Alternate Summary Procedure of an existing tract of land.

This plat meets the minimum requirements of the Standards of Land Surveys in New Mexico.

David M. Sant
New Mexico Professional Surveyor
License Number 9128

INDEXING INFORMATION FOR COUNTY CLERK
Judah & Francine Mandello (38)
Lot 1, Section 3
Township 14 South, Range 4 West, NMPM

SIERRA COUNTY, NM
SHELLY K TRUJILLO, COUNTY CLERK
202308382
Book 141 Page 395
4 of 4
08/07/2023 11:12:48 AM
BY TERESAS

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, May 11, 2026, to receive input regarding the following:

Public Hearing/Discussion/Action: Variance Request at 1199 E. Riverside. Applicant is requesting a variance from Chapter 16 - Article XIV - Sec. 11-14-2 – Standards for Districts. The property is within the RR-1 District, and the request is for a variance from the minimum dwelling area size requirement.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

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

The agenda may be obtained on Friday, May 8, 2026 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Thursday, April 9, 2026

Sec. 11-14-2. Standards For Districts.

District	Lots: Minimum Front Setback	Yards: Minimum Rear Setback	Yards: Minimum Side Setback
R-1	25'	25'	8'
R-1	25'	20'	6' or 0'*
R-3	20'	15'	5' or 0'*
R-4	25'	25'	5'
RR-1	25'	15'	5'
C-1	20'	15'	5' or 0'*
M-1	25'	25'	5' or 0'*
T-1	25'	25'	15'

* As permissible per Section 11-14-3 and 11-14-4.

District	Lots: Minimum Area	Lots: Minimum Width	Dwelling: Minimum Area	Maximum Height
R-1	9,000 s. f.	60'	1,200 s. f.	26'
R-2: Single-Family	5,000 s. f.	60'	900 s. f.	26'
R-2: Two-Family	4,000 s. f./unit	60'	650 s. f./unit	35'
R-2: Multiple-Family	3,500 s. f./unit	60'	600 s. f./unit	35'
R-2: Apartments	3,500 s. f./unit	60'	500 s. f./unit	35'
R-2: MH*	5,000 s. f.	60'	900 s. f.	26'
R-3: Single-Family	4,500 s. f.	45'	700 s. f.	35'
R-3: Two-Family	3,000 s. f./unit	45'	500 s. f./unit	35'
R-3: Multiple-Family	3,000 s. f./unit	45'	450 s. f./unit	35'
R-3: Apartments	2,000 s. f./unit	45'	400 s. f./unit	35'
R-3: NM*	4,500	45'	550 s. f.	26'
R-4	1 acre	75'	1,200 s. f.	26'
RR-1	5,000 s. f.	50'	800 s. f.	26'
C-1	5,000 s. f.	60'	" "	35'
C-1: MH*	4,000 s. f.	45'	550 s. f.	26'
M-1	" "	60'	" "	35'
T-1	21,780 s. f.	100'	800 s. f.	35'
T-1: MH*	21,780 s. f.	60'	550 s. f.	26'

* Not located within MHP

Sec. 11-14-3. Residential and Transition Districts: Additional Provisions and Exceptions.

The following provisions shall apply to all development in a residential or transition District:

A. *SETBACK EXCEPTIONS:*

1. A minimum side yard setback of zero (0) feet in a residential District only, providing all the following requirements are met:
    a. The setbacks are authorized by the City Commission as part of an approved development.
    b. There shall be no less than ten (10) feet, including roof overhang, between structures, except approved condominium and townhouse developments with common wall construction.
    c. All zero (0) lot lines shall be on the same side of all lots in a development.
2. The minimum setback distance shall be maintained for both front yards of a corner lot. A lesser setback for one front yard of a triple frontage lot shall be considered upon application for variance to the Planning and Zoning Commission.
3. New dwellings may be erected as closed to a front property line as the average distance established by existing dwellings on that side of the block, provided the lots on the same side of the block are fifty (50) percent developed.
4. An addition to a main dwelling shall be permitted as an extension of existing building lines, which have non-conforming setbacks. Setbacks for such addition shall be the same as the main dwelling.
5. There shall be a minimum setback of one (1) foot for each foot in height of any building, other than a single or two family dwelling, abutting on R-1 or R-2 District.

B. *FRONT-YARD PARKING.* Parking areas shall not cover over one-third (⅓) of any open area between the front of a dwelling and the front property line; except in cases of a cul-de-sac, two-thirds (⅔) of a front yard can be used; and on existing lots less than fifty (50) feet, a twenty (20) feet parking area is permitted. Townhouses and apartment lots may use three fourths (¾) of the front yard for parking.

C. *MINIMUM DISTANCE BETWEEN STRUCTURES.* There shall be no less than ten (10) feet between buildings or structures located on the same lot, tract, or parcel.

D. *EASEMENT ENCROACHMENTS.* There shall be no permanent structures located on easements without written approval of the City Commission.

Sec. 11-9-6. RR-1 Riverside Residential District.

A. *PURPOSE.* The RR-1 District is a low density residential District comprised primarily of single family frame and/or manufactured dwellings. It is intended that the RR-1 District provide a pleasant and fairly low density setting for those who desire to live near the Rio Grande.

B. *DEVELOPMENT STANDARDS.* Development standards and other requirements are provided in Articles X through XIV of this Code.

C. *RR-1 PERMITTED USES.* The following uses are permitted by right in RR-1 District.

1. Accessory Building.
2. Construction Yard or Building (Temporary): Such yard or building shall be removed upon completion of construction or within three (3) years from date of permit, whichever is sooner. Construction yards and buildings shall be maintained in a neat and orderly fashion, and open yards shall be enclosed by a sight obscuring fence at least six (6) feet in height. However, there shall be no fence or wall more than three (3) feet in total height above street-curb level located within the clear sight triangle of a street intersection as defined in this Code.
3. Detached Single Family Dwellings.
4. Garage or Yard Sale or Similar Use: Three (3) sales are permitted in a one (1) year period at a single address. A sale shall not exceed three (3) consecutive days.
5. Greenhouse (Non-Commercial), Garden Sheds, Tool Sheds: When detached from the main dwelling such structures are subject to the provisions of Accessory Buildings.
6. Home Occupation.
7. Horses: Permitted only on lots or parcels of one (1) acre or more; provided that the total number of such animals not exceed three (3) per acre.
8. Manufactured Homes.
9. Public Park, Playground, Ball Fields or Tennis Courts.
10. Kennel (Private, Residential).
11. Storage (Residential Vehicles): Storage of personal recreational vehicles. Storage of personal recreational vehicles, boats, trailers or similar uses shall be limited to a maximum of one (1) per dwelling unit in the front yard, with no limit in the side or rear yard separated at least five (5) feet from any property line.
12. Swimming Pool (Private): Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line and approval from all utilities is required to insure overhead safety.
13. Tennis Courts: Private for residential use.

D. *RR-1 SPECIAL USES.* The following uses require a public hearing and approval of the City Commission after a recommendation by the Planning and Zoning Commission. Specific conditions and provisions for special uses are described in Section 11-5-6.

1. Athletic Clubs or Bathhouses.
2. Community Building (Public or Private).
3. Gas Regulating Station (Public or Private Utility).

4. Manufactured Home Park.
5. Recreational Vehicle Park.
6. Swimming Pools (Public and Commercial).
7. Telephone Exchange Station.
8. Television and Radio Towers and all other Free-Standing Towers (Public and Private Use): Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code.

CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, MAY 11, 2026

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, May 11, 2026 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy City Clerk

1. **APPROVAL OF AGENDA:**

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

2. **APPROVAL OF MINUTES:**
   a) **April 9, 2026.**

Vice-Chairman Buhler: I have one correction, take one word out on page 11, the second big paragraph, something I said, there's two someone's and one of them needs to come out. Strike the first one. Thank you.

Member Hammer: I have one point, was the letter that I brought during the last meeting for reports from the board included in the minutes? I don't see it. And how do you guys do that?

Deputy Clerk Martinez: We'll include it when we upload them to the website. Our minutes are verbatim, so everything you've read is in the minutes.

Member Hammer: So any additional documentation that is brought to the meeting, that wasn't in the original agenda packet, how does that get included on the following meetings?

Deputy Clerk Martinez: The minutes are verbatim, so it's word-for-word. We'll still include it and let it be known that it's included, we will note that it's "attached here" but of course, it's also typed out in the minutes.

Member Hammer: And where would I find that if I were somebody in the public?

Deputy Clerk Martinez: On our website when we upload the minutes.

Member Hammer: Okay, thanks.

Member Hammer made a motion to approve the minutes with the change mentioned by Vice-Chairman Buhler. Member Luchini seconded the motion. Motion carried unanimously.

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

There were no comments from the public.

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

4. **PUBLIC HEARINGS (5 Minute Rule Applies)**
    a) **Public Hearing/Discussion/Action: Request for Vacation of Plats at W. Austin Street.**

Chairman Sisney opened the public hearing.

Proponents:

Opponents:

Assistant City Manager Alvarez: The first public hearing we have is for vacation of plats for West Austin Street, the applicant is requesting that the city vacate a section of West Austin street that's a adjacent to the following parcels identified within your agenda packet, and those are next To Tractor Supply, Fast Stop, and Cielo Vista RV park. Within my action form, I let you know that we were still in need of some additional information. I sent you guys out a secondary packet, or the clerk's office did, where we received quite a bit of information following up on this. So, the area that's being requested to vacate is a section of roadway that kind of corners in, I think you guys can see that on your map a little bit. It corners in around the corner where you go into Cielo Vista RV park, as well as an edge of Tractor Supply in the backside of Fast Stop. I'll bring the applicant or the representative up shortly, but this really sounds like a cleanup of

paperwork that was done back in the day. I definitely want you guys to hear from the applicant. I want the public hearing to be held and anybody for the opponents or proponents to be able to speak on behalf. And then probably what I would request is, if the P&Z board would like, you could maybe recommend this approval for further review and final concurrence with the City Commission and city attorney.

Member Buhler: I was wondering if the city attorney would be involved.

Assistant City Manager Alvarez: I would like to call Mr. Ashbaugh up. He's the representative, and he could give some more background information.

Chairman Sisney: Before we go any further. Will you show me what we're talking about here?

Josh Ashbaugh Tractor Supply Representative: I have additional paperwork. Do you guys want to look at it and kind of go through together?

Chairman Sisney: I'd like to see what you have.

Josh Ashbaugh Tractor Supply Representative: I'll just give a brief explanation. I think it's going to be easier if I get the overview, and then you all ask the questions, and I can answer your specific questions, but at the end of the day, there's a street that runs between what is now Fast Stop and the parking lot of Tractor Supply that is a platted street. It's in the Palomas Hot Springs subdivision, and we are requesting nothing to do with that street. But back in 1946 the then property owner conveyed an extension of that street outside, completely outside the Palomas Hot Springs subdivision, and it kind of, it doesn't go straight. It kind of turns a little bit to the right, to the north, that street was never built. As far as I can remember. I lived here my entire life. I remember when Turtleback Cafe, I think it was called Stuffies back then. I don't remember a street being there. I remember when Stuffies burned down, and I was, like, four. It's never been built, never been used, serves basically no purpose whatsoever. And then over the years, you'd be surprised how often this happened. Over the years, it just seems that everyone forgot about this tract of land out there. So, when we were doing the title search in 2022 closing, we discovered the issue. The parties did not want to wait. It's a whole long story that I won't go into, and so I said, well, I'll deal with this after closing. It took me four years to get to it. I wanted to get to it a little bit sooner. And so basically, I'm going to say this 10 times. And so, I apologize in advance. My goal is I need to fix title to the Tractor Supply property, and I want to leave everyone in the position the city, the adjacent property owner and Tractor Supply, in the position in which they thought they were, because no one's in the position with regard to the street where they thought they were at the end of the day. That's my goal. Is

we're just going to get it where everyone thought that's it. I mean, so that's basically the overview, and it might be, it's hand drawn in so, you know, it's not 100% accurate. But towards the end of what I just handed you is two copies of a survey. One is the clean copy, and one is my excellent drawing skill copy. And I can, we have to share it, but I actually have a full-size copy of that survey. You know, it's quite a large survey. It's been reduced down to a legal-size piece of paper. And so if you all want to look at that, I do need it back. So, I don't know how that works. I mean, you guys, I do need the original larger size survey back. If we want to look at it, we can, but I don't know how that gets put into the record exactly.

Assistant City Manager Alvarez: The Planning and Zoning Board will just make a recommendation, and so nothing will be approved and cemented until it goes to City Commission.

Josh Ashbaugh Tractor Supply Representative: If you don't want to look at it, you can, because it's, you know, full size. But if you go to the hand drawn version, it's red and blue and take the highlighted proportion. The red is where the extension of the street is, and again, that's 100% outside of the Palomas Hot Springs subdivision. I know that the city attorney kind of had concerns about that alley that runs right there, but it is on the west side of the alley completely outside the subdivision. And then that blue that I highlighted, that's an easement for the RV park. That easement was reserved, I believe in the second document I gave you in that packet, the first document is the 1946 deed to the city, and the second document I stapled them together, that one so that easement was reserved in this deed. At this point in time, in 1998 a portion of the Tractor Supply property and RV park were under common ownership, and they sold out the Tractor Supply portion to Alco, as we all recall back in 1998 and they reserved that easement that I outlined in blue for their benefit to service the RV park. So that easement is likely invalid, because you know, you cannot convey what you don't own, and in this case, you cannot reserve what you don't own. And as far as we can tell, the city owned that piece, because it's in the street that we're asking you to vacate. But like I said, we're going to put everyone back where they thought they were. So, if you go to the document immediately before the surveys. It's an easement. It's unexecuted.

Chairman Sisney: You say you want to get everybody where they think they are. Tell me where we think we are. What's going to happen to that corner of that asphalt that goes up to Cielo Vista?

Josh Ashbaugh Tractor Supply Representative: That's a point I'm making. If you go to the document labeled easement. I spoke weeks ago to Tractor Supply, and they're going to execute this easement, which is going to put that easement that is likely invalid back or into place, and

that way Cielo Vista is going to have their access on that corner, which is that little blue box. They've already agreed to do it. In fact, they already asked if they should do it, and I said, no, we have to wait until everything's done. But they're going to sign that easement, run with the land, and it will go back to the RV park so that they'll get their easement in that blue box on the map.

Assistant City Manager Alvarez: If I could maybe help, and maybe you can help clarify. Just as we've been operating like these easements are in place during the process of your paperwork, you realized we don't have the easements in place, and so we're trying to put those easements in place now.

Josh Ashbaugh Tractor Supply Representative: I mean, we are the easement that we're specifically speaking of, which is, again, the blue box. I mean, in my opinion, it's invalid. The city owns that property. You can't give it. A third party can't give an easement across city property.

Chairman Sisney: What you want to accomplish is that space inside of the blue ink will be City property?

Josh Ashbaugh Tractor Supply Representative: No, the entire red box, which includes the blue box, will be vacated by the city. Then the city is going to do what it does. We'll get clear title to the Tractor Supply portion, which will include some cooperation with the adjoining property. And I've spoken to her about it. I think we're on board. I'm not sure, but I think so, and we'll get clear title. We have to do that first, and then once that's done, then Tractor Supply folks are going to sign the easement to put the blue box in place.

Chairman Sisney: It's going to be Tractor Supply property with an easement to Cielo Vista?

Josh Ashbaugh Tractor Supply Representative: Correct, which is what everyone thought it was. And it wasn't.

Chairman Sisney: Ok, thank you.

Josh Ashbaugh Tractor Supply Representative: And then, you know, going to the city, the city has an express easement, it's that number one I highlighted, just the number one. But it is not just in that area. It's a pretty big, that whole dotted line deal. So the city does have an electric and telephone line express easement. And that is one of the documents I gave to you all. It's the third document, the 1998 easement agreement. Again, it covers more than just what we're talking about. But you know, the city is going to want to reserve that easement unto itself, the

parts that overlap the street and then overlap the express easement. And, you know, again, I'm talking with the Tractor Supply folks about all this, and they're on board with doing whatever needs to be done to just get to where we thought we were. So, you know, I'm willing to work with the city and the city attorney so that we can all make sure we're all on the same page and that we're being fair to everyone.

Vice-chairman Buhler: So you basically like, quiet the title on this?

Josh Ashbaugh Tractor Supply Representative: You can say that in a way, I'm fairly certain the state, the federal government and the county, have sovereign immunity, and you cannot list them as a defendant in quiet title. And I believe the city is the same. So basically, we're clearing title. We can't do a quiet title, but we can, you know, work with the city to get it clear, and work with everyone, all the adjoining property owners.

Vice-Chairman Buhler: You feel like everyone is on board with this?

Josh Ashbaugh Tractor Supply Representative: Yes, that is my impression. I won't go into details, but, you know, I'm paying for this because I was told by my underwriter to ignore it, and you know, I'm a bit of a perfectionist, and it's bothered me that it has not been fixed. I just want to fix it at the end of the day.

Vice-Chairman Buhler: They will be able to use the road?

Josh Ashbaugh Tractor Supply Representative: It'll be exactly as they thought it was.

Member Hammer: From your drawing, it looks like the Tractor Supply the building is built on property it doesn't own. Is there an updated survey? I'm seeing a lot of surveys here, but they're like for 95.

Josh Ashbaugh Tractor Supply Representative: That's the most recent one. Again, I can give you the full-size survey to look at. I do just need it back. The exact survey you're looking at, I can give you the full size. It's much bigger. It might be clearer to look at.

Member Hammer: And this will be re-surveyed for the record?

Josh Ashbaugh Tractor Supply Representative: It doesn't need to.

Vice-Chairman Buhler: And Jay Rubin is on board with this too?

Josh Ashbaugh Tractor Supply Representative: We're working with him.

Chairman Sisney: Where is Tractor Supply?

Josh Ashbaugh Tractor Supply Representative: They appointed me to represent them.

Member Luchini: The part of the Tractor Supply building or business inside the city property. Does that get rectified?

Josh Ashbaugh Tractor Supply Representative: That's why we're asking for the vacation. That's the major issue. Is that this, you know, the major issue is not that this is a street to nowhere. It's a street to nowhere underneath a building, and that's the major issue. So, we ask that it's vacated, basically to clear title for Tractor Supply. And it really serves no purpose to the city, except for the easement. The city didn't even know. So, they, in 1998 asked for easement. They said, oh yeah, here you go. Here's an easement, and then part of it crosses the street anyway, so that, again, stays in place. And that was in the application. We are not asking that easement be disturbed or vacated. You know, a little bit of language is going to be inserted into vacation instruments. But I definitely think that Mr. Rubin and I can get to the terminology that's going to, again, put everyone where we thought we were.

Member Hammer: Is one of those speakers the owners of Cielo Vista?
Chairman Sisney: I don't remember.

Assistant City Manager Alvarez: I think it's important the first thing that we have to do is open for proponents and opponents.

Member Hammer: We can do that but I would really like to hear from the adjacent property owners.

Deputy Clerk Martinez: They'll have to state their name and address for the record.

Member Hammer: You tell me when and how, and we can get them up here. I just would like to hear from them.

Deputy Clerk Martinez: We'll go down the list. If they're not signed up
to speak.

Assistant City Manager Alvarez: Then they will have the opportunity at the end.

Chairman Sisney: First on the list is Ray downs, Mr. Downs, please step up to the microphone.

Assistant City Manager Alvarez: Are they signed up as an opponent or proponent?

Chairman Sisney: They're all no opponent.

Member Hammer: Are you here for your own property? Are you here for your own property, or are you speaking about this vacation?

Deputy Clerk Martinez: There is a sign in sheet for each address.

Chairman Sisney: Okay, so this says Austin Street. I've got three people on here, right?

Assistant City Manager Alvarez: He's he signed up on the wrong one.

Chairman Sisney: Okay.

Chairman Sisney opened the public hearing.

Proponents: No Proponents

Opponents: No Opponents

Deputy Clerk Martinez: Are you guys here for Austin? Did you want to speak?

Cielo Vista RV Park Owner: No.

Member Hammer: Can he stand up?

Chairman Sisney: Well they don't want to speak.

Member Hammer: What I want to know as a member of the Planning and Zoning board, I want to make sure that the property owners on the adjacent property are ok with this plan.

Assistant City Manager Alavarez: I can tell you that the property owners on the adjacent property at Cielo Vista RV Park did come in and speak with me. We went over a lot of paper work and it's my understanding that they also spoke with Mr. Ashbaugh. It's their choice weather they want to get up and speak or not.

Member Hammer: I'm not forcing anybody to get up and speak. I just would like to understand their perspective as this directly impacts their business. If this was shut off, they wouldn't be able to have traffic come up to their property. So I feel like that's an important part that we need.

Josh Ashbaugh Tractor Supply Representative: I agree with that. If they want to speak, they certainly can. But to reiterate, they're not going to be shut off. I've already spoken to Tractor Supply. They're going to execute the easement.

Vice-Chairman Buhler: I personally believe it's a good idea what is happening here. And you know, these properties have been in place for a long time, and I do know that when a road or something is used, or a building is somewhere, if it's if it's not made to move, and it stays there for years and years and years, that gives it a right too. I think this is a very good idea what's happening. And then you'll be working with the city attorney as well.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Request for Vacation of Plats at W. Austin Street. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.

b) Discussion/Action: Request for Vacation of Plats at 418 Locust Street.

Assistant City Manager Alvarez: The applicant is requesting that the city vacate the alleyway that's adjacent to 418 Locust Street. Within your agenda packet, I identified that area. They have a parcel. They have two parcels, one on either side of the alleyway, as well as a third parcel in there, I've identified as well. And then there's three other additional parcels that are owned by two different property owners, all property owners with were notified within 300 feet of the public hearing. We did receive an email letter that's included in your agenda packet. The property owners, the other property owners that are adjacent to that area did email that they oppose the vacation of that plot. The applicant is here and available to speak. You would like to hear from the applicant, or if you have any questions.

Ray Downs, Applicant: I like to pass this around to you. The stuff that penciled in.

Assistant City Manager Alvarez: On your agenda Action form, I tried to identify the parcel numbers so that you could match them up with them now.

Chairman Sisney: I see that, and I appreciate that.

Member Hammer: Where is 415 Locust is that directly across the street, 415 Locust?

Assistant City Manager Alvarez: He's at 418.

Member Hammer: I know. The person who is opposing to it lives at 415 so I wanted to see what he was.

Assistant City Manager Alvarez: Oh, they're, they're the property owner down one.

Chairman Sisney: They don't live there. It's an empty lot.

Ray Downs, Applicant: According to my information 410 is the actual address of the lots next to me.

Member Hammer: 415 Locust is across the street in a double wide on the corner. I'm fairly certain I would have to double check that the New York developer owns the parcel next to it, next to Ray. Not that that matters, but just wondering if they had any input, I'm sure they were mailed a letter. I guess my only question is, if we vacate, we allow the vacation of this alley, then there's no alley in between or in the next property. But I've seen this up close, and half of this property south of this is like a huge hill. It's unbuildable.

Assistant City Manager Alvarez: It would essentially landlock the one path parcel.

Member Hammer: It would.

Vice-Chairman Buhler: Well, and alleys are put in for reasons. They're put in for safety. So, I would mention that to you as well.

Ray Downs, Applicant: I'm going to pass this picture around. There was no alley way there. There was no way to put poles. The city actually got a ramp about 8-foot beside my building and my power pole was on top of that 8-foot embankment. Whenever I purchased the property

behind it and I leveled all the property around there. The city came and set a new pole up there. I told them if they vacate it I will have my service changed to the main pole next to the road. Which is 5th street and would take it from there to the shop building. The main reason I want to vacate it. I have had a portable welder stolen off of that lot. I have had several people drive onto the lot to look around. I went out there one time and asked a man what he was doing there and he said he was looking to see what size ball he needed so he could back up and steal a trailer. Molly, I think you have walked behind that before I got there so you can attest that it's almost impossible to walk back there before it was leveled off. That is my main reason to try and secure the property. If they are worried about power there is still power available at 4th and Locust. There's a street life there on the street that could be run across. The Fourth Street has actually been vacated quite a while back. It no longer goes into the subdivision because there's no place for it to go anyway. Everything's pretty much straight up and down all the way around.

Member Hammer: Are there any utilities down this?

Ray Downs, Applicant: The only utility is my power pole.

Member Hammer: No gas or anything?

Ray Downs, Applicant: No gas and everything are on Locust Street.

Chairman Sisney: The letter enclosed from 415 says the reason they oppose is they're afraid you're going to make more dense housing up there. Is that your intention to make more dense housing on your property?

Ray Downs, Applicant: No.

Chairman Sisney: Because it just said, if this actually would permit the Dows to increase home density here on locust, I am against it.

Assistant City Manager Alvarez: Remember that you don't, you don't get to identify whether he can or cannot develop his property. So if you choose to vacate.

Chairman Sisney: That's not what I'm going for.

Assistant City Manager Alvarez: I just am letting you know you don't get to identify whether or not he gets to make dense housing.

Chairman Sisney: Right. My point that I'm trying to make is, if someone's complaining opposing something that pulls a lot of sway with me, but if they're saying if, then they're really not opposing, unless he's planning on it.

Assistant City Manager Alvarez: With that being said, somebody could tell you they are or are not going to do something right walk out of here and do the opposite, and as long as they develop it within the code, they're allowed to do it. So, I don't want your decision to be based on whether or not you think he may or may not do something.

Member Hammer: If he wanted to make it more dense outside of the current zoning, he would have to approach the city so, and that would be a future request that's irrelevant to this topic.

Ray Downs, Applicant: There are several lots on the other subdivided. The only ones I own are the ones right there where I'm at. There's not enough room behind there probably to meet mostly setbacks. There's no water available. There is no sewer available. There only thing that's available at that is electric, gas is on the front, water is in the front, sewers, and it's not my intent to do that. I don't know what Paul's intent across the street is. The property next adjacent to me, just south of that the other 45 by 140 foot piece. That's the only thing you're going to be able to put in. There's a single, wide mobile home, or very, very small house, because of the setback. I've actually tried to buy that property twice for a driveway.

Member Hammer: So right now, I'm just trying to get clear so you own the top three parcels and the other parcel is someone else but he's not Paul.

Ray Downs, Applicant: That's the McKinney Trust.

Member Hammer: But he's not Paul. So, the McKinney trust are they opposed or for this or no response?

Assistant City Manager Alvarez: No response.

Member Hammer: Your parcel does not touch Paul's property?

Ray Downs, Applicant: No he's across the street.

Member Hammer: to be clear who was, who is opposing. If it was this person, we would need to take in a little bit more consideration. But okay, I don't have any more questions.

Chairman Sisney opened the public hearing.

Proponents: Ron Fenn

Opponents: Paul Richardson

Paul Richards: include email.

Ron Fenn: I have known Ray for a long time. Actually, I don't want him to leave, but that's beside the point. I have problem with Mr. Paul Richardson, however, and reading his letter in opposition of this. He mentioned that Mr. Ray Downs is trying to sell his house, but he didn't mention the fact that he is selling his house and has already probably sold it. He's a realtor. He has not moved there with his family or anything else. He was a single man that moved into the house. He didn't even furnish it. I've been in his house, and he was turning around and flipping the property. So, this is very ingenuous, this letter that he wrote because he's selling his property and he won't be there if he's already has. He's taken the signs down. By the way, I don't know whether or not he sold the property or not, but he is not representing that this is a family that's looking for this quiet neighborhood or anything else. And one of the factors that I looked at when I looked at the plat, it's the fact that there's a property owner that with that, without the vacation, has a piece of property that is totally landlocked, that has no access to a public street. And so, there's a benefit to that. Would be the people, I guess, that didn't answer. I don't know what their purpose is in owning the land or anything else. But it would seem to me that by leaving that alleyway there, it land locks a piece of property, making it much less valuable than would be if they had access to a public street, because unless you're a mountain goat, you have no access from Poplar. That is, I mean, it's just very steep, sheer drop off of significant footage. Anyway, that is all I can say is there doesn't seem to be a value in a in an alley that goes nowhere, because, as you can see from the from the plat, it only goes through a couple of pieces of property and then ends. It would not be sufficient for, let's say, a turnaround of trash trucks or anything else. Both of those areas that would be freed up from that alley would have public access on a public street, meaning Locust Street. Therefore there's no need for, let's say, an alley to go down there behind those properties for any reason I can imagine in the future, because that property has been for sale or vacant for as many years as it's been there. But given the fact that variances are my estimation very too regularly, given this one would impact no one negatively, as opposed to variances for, let's say sidewalks and curbs and gutters and all of that, just because other people say, Well, nobody else has got it, so I don't want it either. That's the way the city ends up without sidewalks and curves and

everything else. I am totally in as much as I would hate to see my friend Mr. Downs leave community. I know he's not trying to develop that land into anything.

Member Hammer: I walk by this property almost every day with my dogs. So, I'm very familiar with it. Given the topography of this area, including that really steep, unbuildable hill. No one will ever build on and the area, I don't have any objection to this request.

Chairman Sisney: Let me ask you something. If you bought that property and you had access from an alley when you bought it, how would you feel if someone tried to take your access away from your property?

Member Hammer: They're not here, right? This, this property here are you talking about? This one down below?

Chairman Sisney: I'm talking about the two that are going to lose access to the alley.

Member Hammer: They received a letter, right? This is the property owner.

Assistant City Manager Alvarez: They received certified letter. If ultimately the Commission approves the request to vacate, then the attorney has to go through a legal process, and the vacation legal descriptions are divided up within potential property owners. They'd have to accept that as well.

Member Hammer: Okay, there is a layer and there is a possibility that they can oppose at that time.

Chairman Sisney: They sent an email opposing

Member Hammer: The emails from the neighbor across the street that doesn't have any property adjacent.

Chairman Sisney: The people that own these two lots right here they did not respond.

Assistant City Manager Alvarez: No.

Chairman Sisney: Gotcha. All right. Thank you.

Assistant City Manager Alvarez: I noted my action form stated incorrectly.

Member Hammer: The neighbor who wrote the email is across the street. He doesn't have any property adjacent or touching this or any of these.

Assistant City Manager Alvarez: He is within the 300 feet.

Member Hammer: He is within the 300 feet so. But physically, his property doesn't touch it.

Chairman Sisney: Gotcha.

Member Luchini: But he still says no. My concern is the safety. I know there is emergency access on Locust. But I mean, the alleys were put there for a reason, and obviously, you know, it doesn't go completely south nor completely north.

Chairman Sisney: Who owns the rest of the lots?

Member Hammer: Pre Real.

Assistant City Manager Alvarez: They were also notified.

Chairman Sisney: No comment from them?

Assistant City Manager Alvarez: No nothing, except for the one email that we received. Actually, they gave me a phone call, and I asked them if they wanted it as part of the record, to email me the information. So they followed up with an email. That's the only response I got from anybody.

Chairman Sisney: Excuse me, Miss Alvarez, Pre Real did not wish to comment on the fact that, well, so they don't care if there's an alley there or not?

Assistant City Manager Alvarez: I received no response, except for the one email that you have.

Member Luchini: My concern was just the alley and access to alley for the other accessible lots south of Mr. Downs.

Member Hammer made a motion to recommend approval to the City Commission for a Request for Vacation of Plats at 418 Locust Street. Vice-Chairman Buhler seconded the motion. Roll call vote was taken.

Member Hammer – Aye
Member Luchini – Nay
Chairman Sisney – Nay
Vice-Chairman Buhler – Aye

Motion was 2-2.

Chairman Sisney: I know, so it's a push, and therefore it will advance to City Commission. So I'll let you know what's up. So, you understand that nothing really happened today, move on and they'll make a decision. So thanks for coming. Thanks for the time.

c) Discussion/Action: Request for Plat Amendment at 2300 Veater.

Assistant City Manager Alvarez: The applicant is requesting to split two separate parcels that they have into four parcels, because you can see from the items in your agenda packet, they are two very large parcels. The property is located in the T-1 district. All parcels meet the lot size requirements, and they'll have either direct access or legal easement access to all city-maintained utilities and streets. All documents have been submitted and certified letters to property owners is required. The applicant is out of state right now. He's a resident of town. He just travels, and he just happens to be out of state. He did request that I read his letter. "Dear P & Z board members, thank you for considering this re-plot. I'm sorry not to be present, but I'm out of state and unable to attend. The farm is currently in 2 20+ acre parcels, and I would like to divide it into 4 10+ acres. Listed below are the reasons I'm asking for this re-plot. One, I desire to have one parcel for myself and my other two family members, one for each, and have a small Farm and Home site. Two, as water becomes more and more scarce, it's difficult to keep this much acreage alive and well-managed. It's my intent to keep farming the total acreage if I'm able to get an approved supplemental well. I do not wish to burden on the city and will not require any utility extensions other than service lines or taps. There's currently power on all four sides, water and sewer and Veater street, I have allowed for a 50-foot easement for private utility lines, privately maintained roadway. This with roadway would be adequate for future growth, should the city need and desire it. Should my family or I ever decide to sell, we would be giving the owners of the two homes in the northeast corner of the original farm an opportunity to purchase and add the 9.8+ acres to their place. Again, I wish I could be there in person. Thank you for considering this request. With regards, Walt Martin" who is our applicant, and with that, I stand for any questions.

Member Hammer: So between the quadrant before the sub-plat map, there is a road that's 30-feet wide that runs down the middle.

Assistant City Manager Alvarez: Yeah, that's an easement he'll put in.

Member Hammer: Okay, so these won't be stranded from the street.

Assistant City Manager Alvarez: Correct. They will not be landlocked, and it'll be a utility and roadway easement.

Chairman Sisney made a motion to recommend approval to the City Commission for a Request for Plat Amendment at 2300 Veater. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

d) Discussion/Action: Request for a Variance at 1199 E. Riverside.

Assistant City Manager Alvarez: Thank you, the applicant is requesting a variance for the minimum dwelling size of 1199 East Riverside. The property is in the RR-1 district. Existing structure on the property is 510 square feet, and the applicant would like to remodel that existing structure for livable dwelling purposes. RR-1 does require a minimum dwelling size of 800 square feet. Looks like, from what I could go back into from past history that the existing structure was maybe originally an accessory building prior to a lot split in maybe 2022. The structure does have unobstructed access to city maintained utilities and street and all required documents and fees have been submitted certified letters mailed To all property owners within the 100 square feet, and from a planning and zoning standpoint, if this was something that planning and zoning did recommend, and ultimately, City Commission did approve, the way we would look at this as it does improve a property that's just got a building sitting on it right now. They're not asking to bring in something smaller. They're asking to rehab an existing structure. And I don't know what the structure was prior.

Vice-Chairman Buhler: You know, they're not here to take questions, correct?

Assistant City Manager Alvarez: They are, yes, Ma'am.

Chairman Sisney: These lines are not correct.

Assistant City Manager Alvarez: Yeah, please don't look at the lines. The lines are not correct. That's an overlay.

Chairman Sisney: And these two pieces of property are not the same owner.

Assistant City Manager Alvarez: No.

Chairman Sisney: Where's the fence? I can't see it. You know, I can usually see the fence, and I don't see a fence. Is there a fence between the two properties down the middle?

Member Hammer: So the main structure next to it, like, if you're standing on Riverside and you're looking to the left, there is a house there. Is in an adjacent property, or is that on the same property?

Chairman Sisney: Those are two different lots, and there's a fence between the two properties. But the red lines are off. You can see where they should be.

Member Hammer: How big is the lot?

Assistant City Manager Alvarez: For this one, we did not have any obvious proponents or opponents, and I will say I did not receive any emails or phone calls from any opponents or proponents.

Member Hammer: I can't read this, it's how many acres?

Rocky Mondello, Applicant: I'm Rocky Mondello, I own the property on 1199 East Riverside. And just for the record, the city allowed it to be split up several years ago before I bought it. This is kind of a real dwelling. It was a livable dwelling at one point. It's stuccoed –

Vice-Chairman Buhler: Now, are you talking about the little blue house?

Rocky Mondello, Applicant: No, it's brown. It's really ugly.

Member Hammer: Can I show you on maps?

Vice-Chairman Buhler: Yeah.

Chairman Sisney: That was Bill Wood's house.

Vice-Chairman Buhler: There was a fire there.

Chairman Sisney: Right I remember that.

Rocky Mondello, Applicant: Anyway, the city allowed it to be split up a few years back, and we bought it, I guess, in the '22 with it with the building on there. And now we're trying to remodel it, and I guess at some point, you know, change the size requirement after we bought it, but we just want to clean it up and make it a really nice little place.

Chairman Sisney: Have you considered adding another 300 square feet?

Rocky Mondello, Applicant: I have, I own the Morning Star building, and I just put $15,000 more into it. And so I'm just trying to do things in phases. So yeah, and I would like to in the future, absolutely.

Vice-Chairman Buhler: Yeah, you're kind of, this is kind of venturing into the tiny home aspect, and the city doesn't really have a good – we don't have a structure to work with that just yet. We're in the process of working on that. Setting a precedent, and having a bunch of tiny homes all along the river will put a lot of pressure on that area, for one, and I don't know that I'm, you know –

Rocky Mondello, Applicant: Well, this isn't a tiny home. It's a dwelling that exists already.

Vice-Chairman Buhler: Well, it's not livable.

Rocky Mondello, Applicant: Yeah, well.

Member Luchini: Do you live in it now?

Rocky Mondello, Applicant: Oh no, I live next door to it.

Vice-Chairman Buhler: This a shell. It's basically a shell, correct?

Rocky Mondello, Applicant: Well, it's more than a shell. It's got electric. You know, it was electric. It had some plumbing in it at one point, but it was livable.

Vice-Chairman Buhler: It was part of the other house.

Rocky Mondello, Applicant: It was part of a trailer that used to -

Chairman Sisney: Well, I thought they were two different owners. So you do own the property next to it.

Rocky Mondello, Applicant: I own the property next to it, yeah.

Member Hammer: To the right or the left? If you're standing on the street.

Chairman Siseny: The original property, you own that piece too, that this was connected to?

Rocky Mondello, Applicant: No, not the original.

Member Hammer: So if you're standing on the street and looking at the property in question, is your house to the right?

Rocky Mondello, Applicant: Yes, right.

Member Hammer: Thank you.

Member Luchini: The one with the slanted roof and the boat?

Member Hammer: No, that's the one we're talking about. That's 510 square feet. And then he owns the property to the right down here.
Vice-Chairman Buhler: Now, would it meet, like, base flood elevation and all of that for being on the river? Because it's on the river.

Assistant City Manager Alvarez: Any development or remodel that they go through has to go through Travis Atwell, flood manager, all of that stuff gets submitted to him, as well as through CID for permitting and electrical.

Vice-Chairman Buhler: So he would have to have a permit.

Assistant City Manager Alvarez: They would have to go through everything –

Rocky Mondello, Applicant: I would like to say that all the houses there are ground level already, so I'm not sure what you're saying. And this house actually is about three feet off the ground.

Vice-Chairman Buhler: Well, it should meet whatever the code requires.

Member Hammer: I'm sorry, were there proponents or opponents to this particular variance request?

Assistant City Manager Alvarez: I've not received anything from anyone.

Member Hammer: I, personally, like the idea of having smaller homes on properties. We've had this discussion many times in many, many of our discussions here, I just don't know if we're ready yet to stipulate what that means, because we haven't really come to an agreement in our own discussions, or, you know, giving that to the commission, and I think it's something we want to do. I just think we need to be careful about setting a precedent that we don't have guidance for yet. But I like the idea. I'm just, I'm conflicted on how to move forward, given we don't have specific code for smaller homes or ADUs.

Rocky Mondello, Applicant: I'd like to ask you, this really be a precedence if the house already is there and has been there for a very long time?

Chairman Sisney: It used to be twice the size of this now.

Rocky Mondello, Applicant: No, not the house. There was a mobile home, a trailer, attached to it. That was a drug trailer that my son, who owns the other property, got rid of. It was terrible.

Chairman Sisney: Is your son? I remember that. I remember when this, when this property was all, together, that was your son?

Rocky Mondello, Applicant: Yeah.

Chairman Sisney: How long ago was that?

Rocky Mondello, Applicant: I'm going to guess four or five years ago.

Chairman Sisney: Okay, I'm talking about before that, when this was all one. This was all connected.

Rocky Mondello, Applicant: Yeah.

Assistant City Manager Alvarez: It was 2022 that you guys approved the summary plat. 2022 is when It was approved to split that lot.

Member Hammer: And what was it a part of again? The left or the right, if you're standing on the street.

Chairman Sisney: This used to be – this house here to the left, and this, they were connected. This property was twice as large. It caught on fire, and they tore down half of it. They closed in this part of it. I remember this property.

Rocky Mondello, Applicant: And that and that was attached to a trailer. The little house that exists, the other house was never attached to that house. There was a trailer there, and like I said, it was a drug trailer.

Vice-Chairman Buhler: And there's 10 feet between the other structure.

Assistant City Manager Alvarez: Yes, it meets all of the required setbacks other than the dwelling size.

Vice-Chairman Buhler: So the total inside, the total square foot is 510. Could you make that a little bigger?

Rocky Mondello, Applicant: I can't this week, I'm putting so much money into 421, my building downtown, I just spent $9,000 redoing the electric. I'm going to put a roof on.

Vice-Chairman Buhler: Well, it's in shameful condition right now. It's been in shameful condition for a long time.

Rocky Mondello, Applicant: I agree, that's why I'm here.

Rocky Mondello, Applicant: I'd like to, you know, at least get it prettier, and then, you know, I would like to remodel and make it bigger and better. But right now, you know, I'm going to have to put a new roof on, and I'm going to do a lot of re-stucco, just a lot of things, just to make it what it is. And then, you know, as business of life goes on, you know, I have limited funds, so you know. Yeah, and it really is an eyesore. I'd love to, you know, get what I need for utilities to get a remodel. I already talked to a contractor to come in and do some things to it.

Vice-Chairman Buhler: You could almost call it like a mother in law house, but I know it's not in the backyard. Well, I'm serious. You could call it a granny house, and that's what you might want to, when you go before the city, you might want to express that.

Member Hammer: So when we're considering the request, we should be going back to our findings of fact sheet as well.

Chairman Sisney: I don't think we should. I don't think we should make a variance.

Rocky Mondello, Applicant: Because of the size?

Chairman Sisney: Because of the size.

Rocky Mondello, Applicant: So you just want it to stay there looking just as ugly as it is? It's pretty ugly.

Chairman Sisney: If you're going to do it, add 300 square feet to it.

Chairman Sisney: You don't have to pour a slab. You already said it's off the ground.

Rocky Mondello, Applicant: Right.

Chairman Sisney: Then we don't have to set a precedence, and we don't have to make a variance, because this is something that we've been working on for, for quite a while, to establish.
Rocky Mondello, Applicant: Let me ask you something, how long have you been working on it?

Chairman Sisney: On this?

Rocky Mondello, Applicant: On the size requirements.

Chairman Sisney: We've been, this has been, how long have you been here, Molly?

Member Hammer: A year. So the city has a priority list of what they need to do in general, but then also I know that the Mr. Whitehead, who is not here to speak for this, but he wants to look at all the ordinances, like we're doing a review, because there's some language that might be not clear, so on and so forth. And so he wants to tackle all of the changes kind of at once.

Rocky Mondello, Applicant: I can understand that. What about the fact that I bought it before all this?

Member Hammer: You're bringing up a good point, which is more people want to do this, and I think that's important for us to consider. And I think maybe this will push this topic, this ordinance, kind of to the top of the list, because it does keep coming up. We need to make some decisions.

Chairman Sisney: When you bought it, it was not a residence. It was a shed.

Rocky Mondello, Applicant: No, that's not true. It's got plumbing and electric. It was a residence.

Member Hammer: Because it was attached to a mobile home.

Chairman Sisney: Yeah, it was.

Rocky Mondello, Applicant: It was a residence. That's why I bought it, figured that, you know, I don't know how it works, but you let it get subdivided. Had that little house, I'm going to call it a little house because it has plumbing and electric to it and water, you know, has everything, all the utilities at one point. And so I bought it, figured I'd remodel it. And that was four years ago. So seems a little unfair that I bought it with intend to do that, and now I can't. And again, I will expand it in the future, but I can't do it this week, there's only limited things I can do. And my downtown building takes some priority, some precedence, and I feel bad how this place looks. It's really not.

Vice-Chairman Buhler: You know, Riverside used to be the most beautiful street in the whole town.

Rocky Mondello, Applicant: I know.

Vice-Chairman Buhler: And there's problems there now, yeah. So now I know you would do it. I know you would do a nice job, Rocky. I know you would, your store is very nice. You bring a lot to our community, and that counts in my book.

Rocky Mondello, Applicant: Thank you.

Lynette Mondello, Applicant: I just wonder on expanding the size. First of all, I gave the variance to split the property. It's not a big piece of property, so that proportionately, that little building is actually a nice size. Our one plan is to put a deck. We were just looking at it today, so it will look over the river. It'll have a little more space, but it's not a big piece of property to make a bigger house on it. That would be one comment I would say, just what that would look like.

Member Luchini: Is there room on the lot to increase it to 800 feet?

Lynette Mondello, Applicant: I mean, there is room.

Chairman Sisney: It'd be 10 feet by 3 feet. You'd have to make it 3 feet longer.

Vice-Chairman Buhler: Are you going to change the roof line, or are you going to leave that roof like that is?

Chairman Sisney: You'd have to make the house three feet longer.

Lynette Mondello, Applicant: The only thing that we considered is adding, like a carport to the other side so it'll give it the peak.

Vice-Chairman Buhler: Right, so more symmetrical look to it.

Rocky Mondello, Applicant: It needs to be respected. Like you said, it got burned down, and right to have the house.

Lynette Mondello, Applicant: The problem is, one of the complaints that I have is, you know, we went to go get utilities, and whomever agreed to give the variance to split it, never considered that this place has no utilities. So for us to get started, it would be nice to have water. It would be nice to have electric, but we can't do it because it's not 800 square feet. So that's been a frustration for us, just to get started. To be honest, I can't get utilities for that, and I can't do utilities for the other property I own. Both I want to work on, but because of the these codes or whatever, I can't even get started. So it's been a little frustrating. And we do want to, even the house that we own, we would like to fix up things and have a nice – we want to be a part of the good changes to Riverside Drive for sure.

Member Hammer: I just want to see us, in working with the city, bring this, the tiny home and ADU topic, to the forefront. I think we need to set a precedent. The fact that this building is already here, they're not asking for a new build, and they can't get utilities to it because of the

size constraint. I think it's a reasonable size, 550, it's not 200 that we're trying to put into a home, and because of those facts, I would vote for it.

Member Hammer made a motion to recommend approval to the City Commission for a Request for a Variance at 1199 E. Riverside. Vice-Chairman Buhler seconded the motion. Roll call vote was taken. Roll call vote was taken.

Member Hammer – Aye
Member Luchini – Nay
Chairman Sisney – Nay
Vice-Chairman Buhler – Aye

Motion was 2-2.

Member Hammer: Thank you.

Chairman Sisney: Nothing personal either, you guys.

Vice-Chairman Buhler: You know, ours is only a recommendation, so you'll go before the city, and you'll have a, this is a practice, kind of a practice thing for you, too. So, you will hone in on the things you're going to do that you're going to make it a really nice place.

Rocky Mondello, Applicant: I've got blueprints. I want to make it pretty. I can't, like I said, I'm not crying, but I put a lot of money on my building down there, and business always comes first before. I mean, these are the little things.

Member Hammer: I overheard you say you have blueprints and a design for this new build. Bring that to the City Commission, I think that'll help your case.

Vice-Chairman Buhler: But you can understand where we're coming from, too.

Rocky Mondello, Applicant: Well, I can understand. But you know, it's a little frustrating, because if you said to go up and down Riverside.

Vice-Chairman Buhler: We're going to address some of those things too.

Rocky Mondello, Applicant: What about the lighting on Riverside?

Chairman Sisney: That'll have to be another time.

Vice-Chairman Buhler: Yeah, talk to the city manager about that, talk to Gary.

Rocky Mondello, Applicant: Because it used to be pretty amber lights, and now it's like daylight at night.

Vice-Chairman Buhler: We have no regulations on it. I don't know what they are.

Chairman Sisney: Those are down, firing lights in their LED now, and that's why they're offensive. It's because of the color of the light.

Rocky Mondello, Applicant: I hear what you're saying. But we sit out in our backyard, and we can see that light shining on the trees across the river.

Chairman Sisney: Let me say something. I have had this problem in the past, on a light out in front of my house, and they came and shielded that light.

Vice-Chairman Buhler: Yeah, you know that house on Magnolia and Riverside, there's a man living in there, and it's a tuff shed. It's sitting on an old –

Assistant City Manager Alvarez: I know, I'm sorry. I would love to do something about it, but it was approved back in 2018, we have the documents. Whomever was in –
wasn't,

Vice-Chairman Buhler: You know, that house has only been there for a couple of years.

Assistant City Manager Alvarez: I'll look farther back, but it looks like they were approved. And they may not have put it there until recently.

Vice-Chairman Buhler: There was a barn, but that was all that was there.

Assistant City Manager Alvarez: What I'm saying is they may not have put it in place until 2020 or 2022, but we have signed approval in 2018 from past. I think it might have been Susanna or –

Vice-Chairman Buhler: You know, there was a trailer there at one time. You can see the runner.

Assistant City Manager Alvarez: Correct. I can go back in history on Google, and I can see exactly what was there.

Vice-Chairman Buhler: I mean, I'm telling you, it's not, it's not in line with the base flood elevation, none of that. It's not legal –

Deputy Clerk Martinez: The only thing I can suggest, Vice-Chairman Buhler, it's not an agenda item. If you want it, we could put it on the agenda for next meeting.

Assistant City Manager Alvarez: I can shorten that, if I can, please, Katy. If it does not meet floodplain, contact the floodplain manager, Travis Atwell. If you're concerned about structural, contact CID. As far as the building sitting on the lot approved, it was signed off by was signed off by, I think it was Susanna's signature, maybe Robbie's. It's hard to see what signature, but it's dated 2018, I reviewed that and looked it up last time you brought it to me. It was approved as a smaller dwelling.

Vice-Chairman Buhler: It's a shed.

Chairman Sisney: It wasn't there. That was brought on.

Vice-Chairman Buhler: It's not there in 2000, that's something else that they're using for that, because I have to tell you, this is a new thing that's come in here, and it's, you know, I mean, I would say maybe it's been there for two years, two, three years.

Assistant City Manager Alvarez: I'll go look it up again.

5. WORKSHOP:

a) Shipping Containers:

Chairman Sisney: Would we like to table item five?

Vice-Chairman Buhler: Oh, talking about the Conex boxes. I think we should until the next meeting.

Member Hammer: I just want to make a comment about this. I did submit a position paper back in October, it was appended to the ADU, and I put some shipping container info there. I should have resent it to you, I've been really busy this last month, but I can resend it.

Assistant City Manager Alvarez: We should be able to pull if you submitted it.

Deputy Clerk Martinez: Yeah, it'll be in that last packet that we sent for the last meeting that had all the position papers and all the minutes.

Member Hammer: Okay, I just see two here.

Assistant City Manager Alvarez: So is somebody going to make a motion to table item five?

Chairman Sisney made a motion to table item 5, Shipping Container Workshop. Vice-Chairman Buhler and Member Hammer seconded the motion. Roll call vote was taken. Roll call vote was taken.

Item Tabled.

Chairman Sisney: I'd like to close the meeting in 10 minutes. Would you like to discuss Item six for 10 minutes?

Member Hammer: I could discuss it for five.

6. **DISCUSSION:**
    a) **Sign Hights:**

Member Hammer: I'd really like feedback from the city. I brought this up at the last meeting. I also sent up a follow up email, and I never received a response. So I'm just trying to understand what the communication loop is here.

Assistant City Manager Alvarez: And I do apologize, part of that's on me. I had forwarded it off to Gary, and Gary was going to review and get back, and it's just been – please understand we have a lot of projects and literally, I didn't follow up with him, I'll own that.

Member Hammer: Yeah, I understand. Just an acknowledgement saying, "Hey, this is on our radar. Thank you for your response." would be great.

Assistant City Manager Alvarez: And if a reply was received, then I'd let Gary know. It's probably sitting in my drafts, and I apologize for that as well.

Member Hammer: It's alright. Yeah, I didn't receive that. I just wanted to point out a couple things, because I did a deep dive on our code after the last meeting, because I was trying to figure out what was legal and in our ordinance and what isn't. And I did go back to the agenda

on August 11, there were two items for variances, two requests. One was for the two signs to three. And the other was the square footage of the sign from 200 to 975 or whatever it is now. The height of that sign was never brought up. And so I had to go back and review and like, where do we see that? What were we voting on, you know, etc. And I also wanted to mention, and please correct me if I'm wrong, I have not studied the entire ordinance website, but I did look at number two. So the allowed height in our ordinance for a highway freestanding sign is 26 feet. There is a section in the code that allows the P & Z board and/or the city to allow a maximum increase in area, the sign area and the height. But we can't go above and beyond that.

Vice-Chairman Buhler: Well, part of the problem with that sign is it's on a big mountain, and so it makes it even bigger than it would be normally be. From my house, I can see it. It's like a glowing ember.

Member Hammer: I can see it in my backyard.

Vice-Chairman Buhler: Yeah, it's not great.

Member Hammer: When they turned all the lights on the other day, I sent another email because I was like, This is ridiculous. I can see this in my yard, a lit-up sign two miles away. And besides the subjective irritation, it shouldn't have been allowed, and we are only able to approve an increase of 20% in both the height and in the square footage of the sign. And so I'm not sure why it got permitted. In addition, when an applicant wants to come and ask for an increase in size, they have to ask for a special use permit, not a variance. So a variance is permanent. A special use permit has to be renewed. And so that did not come to our desk in that way. And Traci, I'm relying on you, because you have a lot of more tribal knowledge and a lot more experience with our code, but those are the things that I kind of discovered. I was like, Oh, we, we couldn't even approve this, even if we wanted to, because it was outside of that.

Assistant City Manager Alvarez: I'll take your information and go back to review.

Vice-Chairman Buhler: What were the city's findings with this? You know, when they ultimately went to them, what did the city find out? What did they ask? Yeah, we need to know that too.

Member Hammer: So I'm asking, I'll read this out loud, "Confirm that no height variance was properly noticed or approved on August 11, determine whether any lawful mechanism exists to authorize these dimensions that's not currently in code" I mean the sign's already up, so we

can't defer further action. It's already up and lit. And "what is our recourse with the company at this point?" because we're setting a dangerous precedent that we're willing to allow signs –

Vice-Chairman Buhler: Could they lower it?

Member Hammer: Yes.

Chairman Sisney: Molly, if you're reading the minutes, didn't I ask a question about them complying with dark skies?

Member Hammer: There's that, in addition.

Chairman Sisney: There is no way that is going to meet – And they assured us that they were going to observe all the dark sky rules.

Vice-Chairman Buhler: I remember that. And you know, that light is on all night long.

Member Hammer: I can see it from my bedroom window. So the other thing, I drove to Belen, drove to Albuquerque a couple weeks ago for a business trip. And there's a Love's in Belen that I often stop at, and that sign was like a third of the size of this one. Also all the renderings that they showed us, all the photos, that sign was really, really short. It was never very long, except for the freeway kind of captures, you know, went from one mile to a half a mile to a 10th of a mile, they captured that, but obviously we didn't see that in town. So I just, I would like for the city to review this and make a recommendation that they take down or shorten their sign.

Member Luchini: I see your point, and I see that the sign is big and on a hill. So wasn't that part of the questions; the signage from the visibility from the highway, because it was on the terrain approaching it?

Member Hammer: It was in the packet. It was not a specific variance request on that agenda for the sign height, so it was implied, and I feel like that really should have been outlined and presented to the public. And regardless, we weren't even allowed to approve anything over 20% of 26 feet.

Vice-Chairman Buhler: It's higher than our skyline. You know, our skyline is white lights, nice. And this thing is like, it's just humungous.

Member Hammer: It's 265% over the allowed size. And 391% over the allowed square footage of its face. So we need to look at it to stay within our code. Otherwise, why have a code when future commercial projects want to come here, they just can put up a sign of whatever size they want. So thank you for listening to my follow up on that.

Assistant City Manager Alvarez: And I'll follow up with the city manager on your other emails. Again, I know it was received, and we've discussed it a couple times. It's just –

Member Hammer: All good. I know these things take time.

Vice-Chairman Buhler: Now, maybe talk to Jay too.

Member Hammer: Yeah, I feel like legal needs to look at this. At this point, we've permitted a sign that is completely out of bounds of our code. Bottom line.

Assistant City Manager Alvarez: When you pulled the minutes for P & Z, did you by chance pull the follow up minutes to the City Commission at all?

Member Hammer: I didn't, and I should.

Assistant City Manager Alvarez: Because usually that's those are the meetings that Jay does review. So I don't know if he made any comments in there or not, and definitely I'll follow up with him.

Member Hammer: Yeah, good idea. I'll look at the city after that, or two meetings after that, maybe I'll find it so August 11 was the P & Z meeting, and I'll look at the minutes on the city.

7. REPORTS FROM THE BOARD:

No Comments from the Board.

8. REPORTS FROM STAFF:

Assistant City Manager Alvarez: Wednesday, City Commission meeting, the day after tomorrow, is the last public hearing for our infrastructure capital improvement plan. So if anybody wants to attend, we'll do the presentation for public hearing for public comment, and then later on in the agenda, we'll do a presentation to the City Commission discussing last year's capital improvement plan, as well as any and all public comment we've received through to date, and have the commission potentially recommend any projects that they want to add or remove or

adjust on our ICIP plan. At the following meeting in June, because the first meeting in June is when the commission will do their final ranking and identify the five projects for the capital improvement.

Member Luchini: What time is the meeting on Wednesday?

Assistant City Manager Alvarez: 9am Wednesday.

Member Hammer: So you guys had a first meeting?

Assistant City Manager Alvarez: We had two public meetings, yeah.

Member Hammer: Okay, and then this is –

Assistant City Manager Alvarez: A third public meeting.

Member Hammer: I'll have to look at the minutes. I am gainfully employed full time, so I won't be able to attend.

Assistant City Manager Alvarez: We didn't receive a whole lot of turnout of the two public meetings. We received a little bit of input via, we have a QR code. I'm not technologically savvy, but people could do a QR code and submit; we received a couple of comments that way, as well as anybody could submit via Facebook, email, or phone call. We didn't have a whole lot of submission. I'm hoping that that means that's because we're addressing everybody's concerns. We are starting WSPI-1 construction, we had our pre-con meeting today. WSPI-1 is our USDA water line replacement project that's going to address a lot of pressure reducing valves around town, which will help with the pressure. They're going to be starting first on the water line replacement along new school road and Smith and they're doing that first because they want to try and get it all complete and done while summer and school's out. And then it'll also include a new water line that'll go, kind of from Smith road over towards the rodeo arena, kind of across that hill. That'll improve fire suppression. So that should be starting. They'll start surveying around the 18th of this month, and I think we'll be officially in construction first part of June.

Member Hammer: So good things happening. Thanks for the update.

Deputy Clerk Martinez: I have one report. I don't know if you got the email, but Lisa did email us to let us know that she will be out until September. She just has a lot of stuff going on.

Vice-Chairman Buhler: Okay, well we'll be here.

Member Hammer: How does that affect voting?

Deputy Clerk Martinez: As long as we have three, we have a quorum. But she did want to let us know that of course, if you guys wanted to try to put in another member – I think she's great. She did say she would be back in September because of her travelling and doing the meetings via phone is kind of hard, but she did say she will be out until September.

Chairman Sisney: And five is the maximum on the board?

Deputy Clerk Martinez: Correct.

Vice-Chairman Buhler: If somebody has to do something or go somewhere, you can always call in too, and be on that way. We'll just do our best to be here. And three, one more person could be absent.

9. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 5:32 p.m.

PASSED AND APPROVED ON THIS 8th DAY OF JUNE, 2026.

_____

Chris Sisney, Chairman
Planning & Zoning Board

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.6

MEETING DATE: May 27, 2026

SUBJECT: Discussion/Introduction of new audit team.
DEPARTMENT: Finance
DATE SUBMITTED: May 21, 2026
SUBMITTED BY: Jocelyn Holguin, CFO
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Chief Financial Officer

Summary/Background:
The City has procured a new auditing firm utilizing the ***13-1-125 Small Purchases-*** which allows the central purchasing officer to determine a procurement for professional services having a value not exceeding sixty thousand dollars ($60,000), excluding applicable state and local gross receipts taxes.

Recommendation: Motion to approve the IT Policy as presented.

Attachments:

- OSA Audit Rule
- OSA Approval Letter
- Contract Agreement between Beasley, Mitchell & Co.
- Beasley, Mitchel & Co. Proposal
- See Attached

Click here to enter text.

Fiscal Impact (Finance): **Yes, cost for FY 26/27 $55,441.00, includes GRT and single federal audit**
Click here to enter text.

Legal Review (City Attorney): **N/A**
Click here to enter text.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☒ Finance ☐ Legal ☒ Other: Chief Procurement Officer

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 5-27-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

FINANCE MEMO

May 21, 2026

Dear Mayor, Mayor Pro-Tem and City Commissioners,

RE: NEW AUDIT FIRM FOR FY 25/26

The City has procured services of a new auditing firm, Beasley, Mitchell & Co., LLP, out of the Las Cruces, NM area. They are a successful auditing firm aware of our previous year's audit findings and will now be conducting the up-and-coming audit for Fiscal Year 25/26.

Based on my eleven plus years of audit experience I felt it was in the City's best interest to release JAG from future services and procure a new audit firm dedicated to the City's needs and time frames. The proposal provided by Beasly extends their cost proposals for multiple years of services and via the contract rules from the Office of the State Auditor, we are allowed continue to continue to keep Beasley as our audit team moving forward based on the annual 13-1-125 Small Purchases thresholds, or issue a new Request for Proposal (RFP).

We as a team are looking forward to working with Beasley, Mitchell & Co and hope to develop a positive working relationship. This report is solely to update the City Commission, City Staff and the Public, of the new contract which will take effect during the new fiscal year July 1, 2026. The purchase order will be issued and approved by the City Manager at this time. The cost of services will be divided evenly between the general and enterprise funds. I stand for any questions or concerns. I appreciate your time and consideration. Thank you.

AUDIT CONTRACT COST: $55,441.00
MULTI DEPARTMENTS

Respectfully,

Jocelyn Holguin
Chief Financial Officer

CC: City Manager, Accounting Officer and CPO

JOSEPH M. MAESTAS, PE, CFE
STATE AUDITOR

DONNA MONTOYA TRUJILLO, CPA
DEPUTY STATE AUDITOR

State of New Mexico
Office of the State Auditor

Date: March 16, 2026

Agencies and Local Public Bodies
Subject to the Audit Act

Re: Notification- Contracting for Audit or Agreed-Upon Procedures Services for Fiscal Year 2026

Dear Agencies and Local Public Bodies subject to the Audit Act,

In accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and the Audit Rule, 2.2.2 NMAC, the Office of the State Auditor (OSA) hereby notifies the agencies whose audits will not be conducted directly by the OSA to seek proposals for audits of Fiscal Year 2026. The Audit Rule and the audit contracts reflect the OSA's continued focus on production of a timely statewide Annual Comprehensive Financial report, increased accountability, and enhanced accessibility to audit results.

As a reminder, all agency audit and agreed upon procedure contracts must be submitted through the OSA-Connect portal (www.osa.nm.gov). All local public bodies that fall under the tiered system must submit a certification or contract for an agreed-upon procedures engagement through OSA-Connect. The deadlines for all agencies to submit a draft contract to the OSA using the online OSA-Connect portal are available in Section 2.2.2.8 NMAC of the Audit Rule. Agencies and IPAs must ensure contract recommendations are approved prior to work commencing. The OSA will not process hard copy contracts and will not sign contracts. Each agency's contract will be sent electronically for review and approval. The OSA will transmit an approval or rejection letter to each agency, and if approved, the agency will obtain the necessary signatures through the OSA-Connect System's e-signature process. After the contract has been electronically signed by all parties, the contract status will be updated to executed status within OSA-Connect. Contracts will be processed in the order they are submitted.

- To obtain access to OSA-Connect, please contact Bernadet Martinez at bernadet.martinez@osa.nm.gov .
- To obtain assistance with the e-signature process, please contact helpdesk@osa.nm.gov .

Through the OSA's annual review of IPA firms, IPAs may be restricted regarding governmental audit work in the State of New Mexico under the Audit Rule. It is the responsibility of each IPA to contract in accordance with any restrictions and notify existing or potential clients of restrictions exist.

The following items are on our website at www.osa.nm.gov:

- **List of Approved IPAs** – This list includes IPAs who submitted firm profiles and were approved by the OSA to conduct financial audits and/or agreed upon procedures engagements. Inclusion on this list does not mean in every instance that an IPA is free from restriction.

- **Progress Billing Form** – Please copy the form onto your IPA letterhead for use in progress billing pursuant to 2.2.2.8(M)(3) NMAC.

For delivery and release of audit reports, the OSA requires submission of an electronic copy of the draft report, management representation letter, and the IPA review guide. The OSA requires submission of **final** audit reports or **final** AUP reports through the OSA-Connect portal.

Please submit correspondence to the following e-mail or physical address:

Office of the State Auditor
2540 Camino Edward Ortiz, Suite #A
Santa Fe, New Mexico 87507
Bernadet.martinez@osa.nm.gov

Thank you and do not hesitate to contact the OSA with any questions.

Sincerely,

Joseph M. Maestas

Joseph M. Maestas, P.E., C.F.E
New Mexico State Auditor

Cc: Donna M. Trujillo, Deputy State Auditor
Andrew Vallejos, General Counsel
Independent Public Accountants

JOSEPH M.MAESTAS, P.E., CFE
STATE AUDITOR

DONNA MONTOYA TRUJILLO, CPA
DEPUTY STATE AUDITOR

State of New Mexico
Office of the State Auditor
CONSTITUENT SERVICES
(505) 476-3821

2026-05-13T15:49:30.830Z

Gary Whitehead
Manager
City of Truth or Consequences
gwhitehead@torcnm.gov

Dear Gary Whitehead,

Pursuant to NMSA 1978, Sections 12-6-3 and -14, and any applicable provisions of the Audit Rule, the Office of the State Auditor (OSA) hereby approves the request and contract for Beasley, Mitchell & Co., LLP (the "IPA") to conduct the Fiscal Year 2026 annual audit or agreed-upon procedures engagement for City of Truth or Consequences (the "Agency"). This approval is contingent upon the following:

- The IPA and the Agency must use the form of contract from the OSA-Connect online portal, with no changes. If any changes are required, a contract amendment will need to be completed and submitted in OSA-Connect for approval.
- The contract price and all other terms of the contract must be identical to the information submitted through the OSA-Connect portal.
- If applicable, the Agency will submit the contract for any additional required approvals from an oversight authority, including any approvals by the Public Education Department or Higher Education Department required by NMSA 1978, Section 12-6-14.
- If applicable, the Agency will submit to the General Services Division Contracts Review Bureau the required number of signed contracts, a copy of this letter and any other required documentation.
- Once you have received all signatures, please login to OSA-Connect and upload your fully executed contract. If you do not upload your fully executed contract, your report release will be delayed.

If any of these conditions is not satisfied, this approval will be void, and the Agency will be required to commence the contracting process again with the submission of new information through the OSA-Connect portal.

If you have any questions, please contact the OSA at (505) 476-3800.

Sincerely,
Office of The State Auditor

Contract No.

STATE OF NEW MEXICO
AUDIT CONTRACT

City of Truth or Consequences

hereinafter referred to as the "Agency," and

Beasley, Mitchell & Co., LLP

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, Section 2.2.2.1 NMAC *et seq.*, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8 NMAC, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. **SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year **2026** in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC *et seq.).*

2. **DELIVERY AND REPRODUCTION**

A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor on or before the deadline set forth for the Agency in Section 2.2.2.9 NMAC.

B. Reports uploaded into OSA Connect by 5:00 pm of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.

C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor in accordance with Section 2.2.2.9 NMAC.

D. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.

E. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required electronic schedule (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver **10** copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

3. **COMPENSATION**

A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed **$55,441.00** including applicable gross receipts tax.

B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.

C. Total Compensation will consist of the following:

SERVICES	AMOUNTS

(1) Financial statement audit	$37,950.00
(2) Federal single audit	$6,600.00
(3) Financial statement preparation	$6,600.00
(4) Other nonaudit services, such as depreciation schedule updates	$0.00
(5) Other (i.e., component units, specifically identified)	$0.00

Gross Receipts Tax = $4,291.00

Total Compensation = $55,441.00 including applicable gross receipts tax

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.G. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completedas of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. **TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.

2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.

3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.

4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the State Auditor from entering into such a contract.

9. **RECORDS**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. **RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. **CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. **PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report , if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. **CONFLICT OF INTEREST**

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, *et seq.*, NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. **INDEPENDENCE**

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards* , issued by the Comptroller General of the United States, and Section 2.2.2.8 NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1- 199, NMSA 1978.

16. **MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with

Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.**

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. **PENALTIES FOR VIOLATION OF LAW**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for certain violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. **EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. **WORKING PAPERS**

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. **DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is **Dalhlia Garcia**. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. **INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. **OTHER PROVISIONS**

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY		**CONTRACTOR**	
City of Truth or Consequences		**Beasley, Mitchell & Co., LLP**	
PRINTED NAME:	Jocelyn Holguin	PRINTED NAME:	Dahlia Garcia
TITLE:	Chief Financial Officer	TITLE:	Partner
Electronically Signed on 05/14/2026 2:45:09 PM		Electronically Signed on 2026-05-14 14:45:49	



City of Truth or Consequences
Request for Quote
Auditing Services
Due Date: 05/07/2026

Beasley, Mitchell & Co.
Certified Public Accountants

May 07, 2026

Jocelyn Holguin
Chief Financial Officer
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: Request for Quote

Dear Jocelyn Holguin,

I am pleased to present our quote to provide audit services for the City of Truth or Consequences for the fiscal year ending June 30, 2026, and reserves the option of renewing the initial contract on an annual basis, in accordance with auditing standards generally accepted in the United States of America.

We take pride in our service and are confident that you will find our services to be of the highest degree of professionalism and quality. I believe that with our experience with governmental entities, municipalities, schools districts, and overall knowledge and audit experience, we are an excellent choice for the City of Truth or Consequences. Beasley, Mitchell & Co., LLP has experience in providing all the services outlined in the request for proposal. With employees in Texas, Arizona, New Mexico and Georgia, we are equipped to serve the City of Truth or Consequences. We understand all the specifications and fully understand the work to be performed. BMC accepts the Conditions Governing the Procurement. This quote will be considered valid for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

We look forward to building such a relationship with you. If you have any questions, please contact me at 915-831-9253 or by email at garciadp@bmc-cpa.com. The concurring audit partner on this engagement is Brad Beasley, CPA, CGMA and he may be contacted at 575-528-6700 or by email at brad@bmc-cpa.com. Dahlia Garcia is authorized to make representations for Beasley, Mitchell & Co., LLP and to bind our firm to a contract.

Very truly yours,

Dahlia Garcia

Dahlia Garcia, CPA
Partner

INSIDE fastest GROWING FIRMS 2023 INSIDE top 400 FIRMS 2023 CPAmerica Member Crowe Global

FIRM QUALIFICATIONS AND EXPERIENCE

ABOUT BEASLEY, MITCHELL & CO., LLP

In 1987, Don Beasley and Paul Mitchell started Beasley, Mitchell & Co., LLP, an independent certified public accounting firm. Beasley, Mitchell & Co., LLP is the largest accounting firm in Southern New Mexico, employing over 100 team members, including twenty seven CPAs, and a Certified Fraud Examiners. The Accounting and Auditing department has twenty one professionals fully designated to perform assurance services.

Beasley, Mitchell & Co., LLP is guided by the following mission statement:

Our mission is to provide exceptional quality client services,
allowing our clients and our firm to prosper
and for all of us to enjoy the journey.

The audit, assurance and monitoring work is all supervised and reviewed to meet the highest quality control standards. Our firm provides national firm resources with a local firm feel. We are dedicated to providing timely service, and quality work.

FIRM INDEPENDENCE

Beasley, Mitchell & Co., LLP is independent in all respects to City of Truth or Consequences, both in fact and appearance, and exceeds all independence requirements set forth under Generally Accepted Auditing Standards (GAAS) as issued by the American Institute of Certified Public Accountants.

EXTERNAL QUALITY CONTROL REVIEW

Beasley, Mitchell & Co., LLP is committed to provide quality work and excellent service. We accomplish this by participating in the American Institute of Certified Public Accountants (AICPA) Peer Review Program. Further, our firm has a written quality control document which requires the firm to perform annual reviews of both the quality control process related to the auditing and accounting services provided, and also a review of select engagements performed during the last year. Our latest peer review is provided in the appendix.

CONTINUING PROFESSIONAL EDUCATION

Our firm stresses the importance of adequate training by having a partner in charge of overseeing all continuing professional education. This ensures staff that requires specific training to perform their normal tasks receives the necessary training. The individuals who perform Single Audits and/or Yellow Book audits attend courses that directly relate to not-for-profit auditing and accounting, or courses that qualify for Yellow Book credit. We do not allow any staff to perform any services that are not directly supervised by a supervisor that meets the standards as established by the AICPA.

FIRM EXPERIENCE

Beasley, Mitchell & Co., LLP is a full service CPA firm. The firm has performed several not-for-profit audits and 990 tax returns. The management assigned to your audit specialize in not-for-profit audits.

AUDIT APPROACH

CLIENT REFERENCES	SERVICES PROVIDED
Cibola County Paul Ludi (505)285-2516 paul.ludi@cibolacounty.gov	Financial Statement Audit Financial Statement Preparation
City of Artesia Summer Valverde (575) 748-8284 svalverde@artesianm.gov	Financial Statement Audit Financial Single Audit Financial Statement Preparation
City of Sunland Park Raquel Alarcon (575)589-7565 raquel.alarcon@sunlandpark-nm.gov	Financial Statement Audit Financial Single Audit Financial Statement Preparation

AUDIT APPROACH

SCOPE OF WORK

Beasley, Mitchell & Co., LLP is prepared to perform the scope of work listed below:

- Financial Statement Audit
- Financial Statements
- Federal Single Audit

APPROACH AND PROPOSED SCHEDULE

We believe a properly planned project is important not only to the organization. Time spent with the City of Truth or Consequences' management and finance staff during the planning stages will result in a better understanding of the organization's needs, thus providing for the development of a custom plan specifically for the City of Truth or Consequences, which will allow for the maximization of efficiency and effectiveness of the project.

Engagement Acceptance

Initial meetings with the City of Truth or Consequences' management will help us evaluate the organizational structure, and we will come to a mutual agreement on the timeline for the various steps of the engagement process. We will share our expectations of management and staff, while allowing management and staff to share their expectations of us, and implement recommendations. Our goal is not to second-guess management and staff, but to form conclusions resulting from our procedures.

Engagement Plan

The extent and nature of the procedures designed and applied are customized to your Organization, based on size, complexity, and structure. Based on the information provided and observation of operations, we will modify our approach in order to meet the objectives of the engagement. We will assess the nature of the organization, the skills, knowledge and roll of employee in the implementation.

Control risk would then be assessed by identifying and evaluating the control system in place, and the effectiveness of those controls. We will become familiar with the internal policies and procedures, and we will identify and consider significant risks. Significant transaction classes will be walked through allowing us to understand the entity and its internal control environment. Subsequently, we will observe and test key controls that help prevent, detect and correct material misstatements and noncompliance.

AUDIT APPROACH

Implementation of Plan

Once the risk assessment is complete, sampling and substantive testing will be determined. Our sampling will be statistical based to ensure a representative population sample is tested. Some nonstatistical sampling may be used as deemed necessary. Test of details will be applied in the transactions and balances that have been determined to be of higher risk. Analytical procedures will be applied and evaluated to establish expectations and determine the plausible relationships, both financial and nonfinancial.

Completion

After performing our procedures, the engagement team will perform concluding steps, including but not limited to writing up a report to meet the engagement objectives, complete analytics, to ensure that the information and implementation can be complete, accurate, and identify any anomalies. We will present the results to the respective members of management and governance, as designated by the organization.

Compliance With Due Dates

Beasley, Mitchell & Co., LLP will comply with due dates for all compliance and completion for this engagement.

USE OF CITY STAFF

Beasley, Mitchell & Co., LLP will work directly with City staff to evaluate the needs that arise from the software convergence. We are very conscious of the fact that your work does not stop just because we are at your office. With that in mind, we will try to minimize interruptions of your staff and be available throughout the engagement for guidance to ensure the project is less tedious for you.

GENERALLY ACCEPTED GOVERNMENT AUDITING STANDARDS

Generally Accepted Government Auditing Standards, also known as the yellow book, provide a framework for conducting high-quality audits with competence, integrity, objectivity, and independence. Auditors of federal, state, and local governments programs use these standards to perform their audits and produce their reports.

MULTI-YEAR CONTRACT

If this were to be a multi-year contract, Beasley, Mitchell & Co., LLP will discuss with management what appropriate actions will be taken moving forward. Our audit approach and the staff that works on your audit will remain consistent every year. The firm's overall turnover rate over the last three years has been under 3% per year.

AUDIT APPROACH (CONTINUED)

OUR APPROACH IN THE SUBSEQUENT YEARS

We consider our findings and recommendations. If an entity performed well in year one we are able to reduce risk and in turn reduce sample sizes. Further, in a second year we are familiar with the entity so planning questions and time spent understanding the entity reduces. Lastly, we keep our assigned team consistent year to year so that you as the client are not having to re-inform our staff of your operations. All these points combined allow us to be more efficient so that we reduce interruptions. We are fully aware that your other work does not stop just because we are at your office and we are mindful of you workload. Financial statements are managements responsibilities; consequently, we will keep tech financial statements consistent with prior years, only modifying for any new rules, regulations, or significant transactional differences. All our reports are compliant with requirements of GAGAS. Beasley Mitchell & Co.'s internal policy includes the retention of associated work papers is for 5 years after audit is complete.

ENGAGEMENT TOOLS

We utilize Case Ware, an electronic audit engagement and financial statement preparation platform. Using Internet access, we are able to share work with staff members located at our offices. Clients can either provide us with original source documents, which we scan into our system, or provide us with electronic versions using a secure transfer service. Beasley, Mitchell & Co., LLP complies with all professional standards regarding confidentiality of client information.

We use Checkpoint, a group of tools that provide a web based data search engine which includes the auditing standards and other rules and regulations that are applicable to some audits. The tools and software used are updated frequently, and provide guidance in the application of the entity being audited. These tools allow us to better serve the organization.

AUDIT APPROACH (CONTINUED)

TIMELINE

Communications before, during, and after fieldwork are important to both the firm and the client. We do not believe in holding things back, then "surprising" the client with findings or issues. Findings, if any, will be discussed with the appropriate level of management as they are discovered. The in-charge auditor of the engagement will hold an exit conference at the end of field work with selected members of management to ensure open communication. With our numerous resources and qualified staff, we can complete the engagement in the time table prescribed by City of Truth or Consequences, as long as all information is available for us. We are committed to exceeding your expectations, and our proposed timeline can be modified.

Estimated Proposed Timeline

	Date
Planning	May, 2026
Fieldwork	September 7, 2026
Draft	November 18, 2026
Final Report	December 2, 2026

TEAM QUALIFICATIONS AND EXPERIENCE

Competence is derived from a combination of education and experience. All the employees at Beasley, Mitchell & Co., LLP are evaluated and assigned to projects that are with in their level of education and experience. As a result, the City of Truth or Consequences will work with competent, technical employees that will provide quality service. Beasley, Mitchell & Co., LLP currently provides Auditing and Assurance services to over 100 clients. Among these, we have extensive experience in financial statement audits, evaluations of internal control, compliance audits, single audits, agreed upon procedures, and program specific audits for various entertainment entities.

Beasley, Mitchell & Co., LLP believes staff continuity provides better services to our clients. We realize that continued use of new staff on engagements results in additional work and time spent by both the firm and the client, so we strive to limit the turnover in staffing. The firm has experienced low turnover rates in its auditing and accounting practice.

OUR SERVICE TEAM FOR THE CITY

Management audit team assigned to the City of Truth or Consequences:

- Brad Beasley, CPA, CGMA, Audit Partner
- Dahlia Garcia, CPA, Audit Partner
- Juan Garcia, CPA, Audit Manager
- Hanna Lee, CPA, Staff II Auditor

Qualifications found on next page

"Diversity, Training, Relationships. Auditing is not just a job, it's a resource with Beasley, Mitchell & Co." - Daniela Johnson, Village Clerk, Village of Mosquero

TEAM QUALIFICATIONS AND EXPERIENCE (CONTINUED)

Brad Beasley, CPA, CGMA, Partner



Qualifications

Brad has been with Beasley, Mitchell & Co. since 2004, and a partner since 2008. At Beasley, Mitchell & Co., Brad manages the Audit and Assurance practice and provides accounting and tax services to a broad range of clients with concentration in Government, not-for-Profit, and commercial and residential construction. He worked in Internal Audit and SEC compliance while working the in gaming industry for Harrah's Entertainment (now Caesars' Entertainment). Brad has serviced many entities including Burrell College of Osteopathic Medicine, Emergence Health Network, Dexter Consolidated Schools and many more. He serves on the AICPA Assurance Services Executive Committee and is on the Audit Committee of New Mexico State University. Brad has well over 120 hours of CPE in the last 3 years, which includes 36 hours of yellow book CPE.

Dahlia Garcia, CPA, Audit & Assurance Partner



Qualifications

Dahlia serves as a partner in the assurance and audit department, having joined Beasley, Mitchell & Co., LLP in 2015 after working for four years at an accounting firm in El Paso. Dahlia is licensed in Texas. She has not-for-profit and governmental experience, and receives extensive yellow book training on a regular basis. Dahlia has provided external audit, risk assessment, and control assurance to many municipalities. Dahlia has serviced the Cibola County, City of Sunland Park, Hidalgo County, City of San Augustine, City of Artesia, City of Socorro, TX, City of Lordsburg and many more. Dahlia has well over 120 hours of CPE in the last 3 years, which includes over 60 hours of yellow book CPE. Dahlia will be actively involved in the field work and supervision of field work.

TEAM QUALIFICATIONS AND EXPERIENCE (CONTINUED)

Juan Garcia, CPA, MBA, Audit & Assurance Manager



Qualifications

Juan serves as an Audit Manager in the assurance and audit department. Juan joined Beasley, Mitchell & Co., LLP in 2016 after starting his public accounting career in 2014 at a firm in El Paso, Texas. Juan has not-for-profit and governmental experience and has earned the Advanced Single Audit Certification. Juan also has experience in external audit and risk assessment. Juan has services many not-for-profit entities, including the Central Mexico Housing Corporation, Dora Consolidated Schools, City of Artesia, Emergence Health Network, De Baca Family Practice and many more. He has six years of New Mexico Government auditing experience. Juan has well over 120 hours of CPE in the last 3 years, which includes 36 hours of yellow book CPE.

Hannah Lee, CPA, Staff II Accountant I



Qualifications

Hannah is based in Las Cruces as a Staff Accountant in the Assurance and Audit department, having joined Beasley, Mitchell & Co. in August 2024 after completion of her Master's degree at Texas Tech University. Hannah worked as an intern for a large national firm in the winter of 2023. In July of 2024, she passed all parts of the CPA exam. Hannah has serviced Pecos Consolidated Schools, Dora Consolidated Schools, El Pasoans Fighting Hunger, Town of Mesilla, Cibola County, and many more.

PROPOSED FEES

SERVICES OFFERED AND RELATED FEES

Annual Fees for 2026

	Hours	Cost
Financial Statement Audit	230	$37,950
Financial Statements	40	6,600
Single Audit	40	6,600
Sub-total	310	51,150
Tax		4,291
Total	310	$55,441

Annual Fees for 2027

	Hours	Cost
Financial Statement Audit	230	$37,950
Financial Statements	40	6,600
Single Audit	40	6,600
Sub-total	310	51,150
Tax		4,291
Total	310	$55,441

PROPOSED FEES (CONTINUED)

SERVICES OFFERED AND RELATED FEES

Annual Fees for 2028

	Hours	Cost
Financial Statement Audit	230	$39,089
Financial Statements	40	6,798
Single Audit	40	6,798
Sub-total	310	52,685
Tax		4,420
Total	310	$57,105

Annual Fees for 2029

	Hours	Cost
Financial Statement Audit	230	$39,089
Financial Statements	40	6,798
Single Audit	40	6,798
Sub-total	310	52,685
Tax		4,420
Total	310	$57,105

These fees are fixed, if the professional effort required differs from our estimate because of our mismanagement of the resources, the City is not at risk. We do not bill in excess of our quoted fees. From time to time, you may have a question or issue that you would like to discuss immediately. We are always available via phone or email. We are prompt in responding to your needs and are able to respond quickly to both routine requests and requests for special services. We anticipate a customary level of incidental questions and research, which is provided at no additional charge. For special projects, in a manner similar to our proposal for the audit, we can provide fixed price bid(s) for each project as requested.

CONCLUSION

WHY BEASLEY, MITCHELL & CO., LLP IS YOUR BEST CHOICE

We are a locally owned firm with national resources. What this means for City of Truth or Consequences is that upper management is involved in every step of the engagement process. This approach ensures the utmost professionalism and care for the Organization. Further, our extensive national resources allow us to provide you with technical expertise that would be difficult to attain otherwise. Beasley, Mitchell & Co., LLP differentiates itself from others in the accounting profession by providing exceptional service and premium technical services.

Our engagement strategy is specifically designed for the Organization to ensure that as our client you receive the best quality and service. Your ultimate success and growth is our personal goal as your accounting firm and professional advisor.

Since communication is a key component in any business relationship, we have set expectations for all employees in the firm at all levels regarding client responsiveness. We are determined to answer emails and phone calls as quickly as possible. We encourage all our clients to set up face to face meetings with us as deemed necessary. As a result of our commitment to excellent communication, we know City of Truth or Consequences will receive optimum service.

Beasley, Mitchell & Co., LLP appreciates the opportunity to provide this proposal.

FRANKEL

Frankel, LLC
11404 W Dodge Rd, Suite 700
Omaha, NE 68154
402.496.9100 | frankel.cpa

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

October 25, 2023

To the Partners of Beasley, Mitchell & Co., LLP
and the Peer Review Committee of the Colorado Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Beasley, Mitchell & Co., LLP (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Beasley, Mitchell & Co., LLP in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail*. Beasley, Mitchell & Co., LLP has received a peer review rating of *pass*.

FRANKEL, LLC

Frankel, LLC
Omaha, Nebraska

Texas State Board of Public Accountancy
505 E. Huntland Drive, Suite 380, Austin Texas 78752

BEASLEY, MITCHELL & CO., LLP
OFFICE
509 S MAIN ST STE A
PO BOX 550
LAS CRUCES NM 88004

Office License ID: **W06511**
Firm License ID: **P05459** Expires: **11/30/2026**

Print

Texas State Board of Public Accountancy
505 E. Huntland Drive, Suite 380, Austin Texas 78752

BEASLEY, MITCHELL & CO., LLP
OFFICE
601 N MESA ST SUITE 1435
EL PASO TX 79901

Office License ID: **W14323**
Firm License ID: **P05459** Expires: **11/30/2026**

Print

CAMICO

CAMICO MUTUAL INSURANCE COMPANY
DECLARATIONS
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE POLICY

Policy Number: NML01403-23

Effective Date:	12/12/2025	at 12:01 A.M. Standard time at the address shown below
Expiration Date:	12/12/2026	at 12:01 A.M. Standard time at the address shown below
Retroactive Date:	11/12/1987	

Item 1 - *Named Insured*: Beasley, Mitchell & Co., LLP

Item 2 - Business Address: 509 South Main Street, Suite A
Las Cruces, NM 88001

Item 3 - Limits of Liability:	$2,000,000	Per *Claim*
	$2,000,000	Policy Aggregate
Item 4 - Deductibles:	$10,000	Per *Claim* Deductible
Item 5 - Total Premium:	$85,832.00	

Item 6 - The policy consists of this Declarations page, and the following policy forms and endorsements:

PL-1000-A	07/14	Accountants Professional Liability Insurance Policy
PL-2042-A (NM)	07/14	Disclosure Notice
PL-2039-A (NM)	11/21	State Endorsement - New Mexico
PL-1004-A	07/14	Dollar One Defense Endorsement
PL-1007-A	07/14	Exclusion - Claims Following Insured's Suit for Fees
PL-1034-A	07/14	Excluded Entities Endorsement
PL-1039-A	07/14	Computer Consulting Endorsement
PL-1047-A	07/14	Lawyer Attorney Exclusion
PL-1049-A	07/14	Privacy and Client Network Damage Endorsement
PL-1056-A	06/16	Multiple Claims and Related Acts, Errors and Omissions Amendment
PL-1060-A	11/21	Sanctions Limitation and Exclusion

PLEASE READ THESE DECLARATIONS, THE POLICY AND ENDORSEMENTS CAREFULLY.

CAMICO Mutual Insurance Company

Authorized Representative

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 27, 2026

Agenda Item #: ***E.7***

SUBJECT: Discussion/Action: 2026 Sierra County Swim Team Agreement
DEPARTMENT: Community Services
DATE SUBMITTED: May 20, 2026
SUBMITTED BY: O.J. Hechler
WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director

Summary/Background:. The proposed agreement between the City of Truth or Consequences and the Sierra County Swim Team allows the Swim Team to utilize the J.A. Hodges Municipal Swimming Pool at a reduced annual cost in exchange for volunteer services and community programming. Under the agreement, the Swim Team will provide youth swimming activities, organized competitions, swim lessons, junior lifeguard development, pool maintenance support, and representation of the community at statewide swim meets. The agreement also establishes operational, staffing, insurance, and safety requirements for the Swim Team while supporting continued recreational opportunities for local residents.

Recommendation:
Approval

Attachments:

- 2026 Sierra County Swim Team Agreement
- Report on Volunteer Hours

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 5-27-26

AGREEMENT

May 27, 2026

This AGREEMENT is entered into by and between the City of Truth or Consequences, a municipality corporation (hereinafter referred to as '[4]City") and the Sierra County Swim Team, (hereinafter referred to as "Swim Team"), to utilize the J.A. Hodges Municipal Swimming Pool, (hereinafter referred to as Swimming Pool).

RECITALS

A. The City owns and operates the Swimming Pool.

B. The Swim Team provides a public service to the City and the community.

C. The parties desire to enter into this Agreement whereby the Swim Team will be allowed to utilize the Swimming Pool at a reduced cost in exchange for services described below.

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

1. The City does hereby allow and permit the Swim Team to utilize the Swimming Pool at a reduced cost of $1,000.00 in total per the terms of this contract.

2. The Swim Team members shall be able to volunteer at the pool at a rate of $20 per volunteer hour for up to 50 hours in providing support needed for the pool operation (as outlined in Section 1) to cover the fee for the pool (of $1000.00). The Swim Team shall maintain a record of volunteer hours provided and submit this record to the City for verification. Volunteer hours exceeding 50 hours will not be compensated unless a separate agreement is reached.

3. In consideration for the above, the Swim Team shall provide services to the City and community to be agreed upon by the parties. The services shall include, but not necessarily limited to the following:

a. The Swim Team will provide youth activities to include exercise and swimming competitions, and organized swim lessons after Swim Team season.

b. The Swim Team will develop and certify Junior Lifeguards.

c. The Swim Team will participate and represent the City and community at competitive meets throughout the State.

d. The hours of operation for the Swim Team's utilization of the Swimming Pool shall be extended beyond the City's regular operating hours as mutually agreed upon by both parties.

e. The Swim Team shall provide pool cleaning services for the swimming pool, including but not limited to vacuuming and skimming, as needed to maintain cleanliness during their usage periods and at mutually agreed upon intervals. The Swim Team shall be responsible for the regular monitoring and maintenance of pool chemical levels in accordance with all applicable health and safety regulations. This includes testing, adding chemicals as needed, and maintaining accurate records of chemical levels.

f. The Swim Team shall provide all necessary certification and training for their staff and volunteers involved in pool operations and programming, including but not limited to lifeguard certification, CPR/First Aid, and water safety instruction. The City reserves the right to require additional lifeguards if deemed necessary for safety.

g. The Swim Team shall establish and maintain a backup staffing plan to ensure continuous coverage of all required roles, including lifeguards and cleaning personnel, in the event of illness, absence, or other unforeseen circumstances.

4. The term of this Agreement shall be for the period commencing on May 27, 2026 through _____ 2027.

5. Either party may terminate this Agreement by giving thirty (30) day notice to the other party.

6. The Swim Team will provide general liability insurance naming the City as an additional insured (1 million per occurrence and 2 million in aggregate) and agrees to hold the City free and harmless from any claims for damages arising out of the Swim Team using the Swimming Pool.

SIERRA COUNTY SWIM TEAM:

By: _____

MAILING ADDRESS: _____

_____

Phone: _____

Email: _____

CITY OF TRUTH OR CONSEQUENCES:

By: _____
O.J. Hechler, Director of Community Services

_____
Gary Whitehead, City Manager

City of Truth or Consequences Municipal Swimming
Pool 775 Daniels Street
Truth or Consequences, NM 87901
Phone: 575-894-6199
Email: orrin.hechler@torcnm.org

Sierra County Swim Team Community Impact & Volunteer Service Report – 2025 Pool Season

The Sierra County Swim Team has provided substantial community benefit through volunteer service, youth engagement, and direct operational support to the local swimming pool throughout the season. In addition to functioning as a competitive youth program, the team has actively contributed to the sustainability and accessibility of aquatic programming for the broader community.

SCST members collectively donated volunteer time in multiple capacities including lifeguarding support, pool cleaning and maintenance assistance, office duties, swimming instruction, and general operational support. Volunteer contributions by month included:

- May — 13 hours
- June — 21 hours
- July — 17 hours
- August — 5 hours
- September — 3 hours
- October — 9 hours

This represents a total of 68 documented volunteer hours contributed directly by SCST members during the season.

Beyond documented team volunteer hours, Coach/Volunteer Coordinator Destiny Mitchell contributed an estimated 500+ volunteer hours over the course of the season. Duties extended far beyond coaching and included daily supervision, operational support, scheduling coordination, facility oversight, mentorship, and ensuring continuity of pool programming during periods of limited staffing. While some days required shorter commitments, many days — particularly toward the end of the season — involved 6–8 hours of direct volunteer service.

At a standard lifeguard or pool supervisor rate, this contribution equates to an estimated value exceeding $8,000. Using the New Mexico volunteer service valuation rate, the estimated community contribution exceeds $16,000.

In addition to the measurable financial value of these services, the swim team provided meaningful community enrichment by:

- Assisting with safe pool operations during staffing shortages
- Offering swimming instruction and water safety opportunities to local youth
- Supporting maintenance and cleanliness of the facility
- Creating structured recreational opportunities for children and families
- Encouraging youth leadership, responsibility, teamwork, and civic engagement

- Increasing community access to aquatic activities that may otherwise be limited due to operational costs or staffing constraints

Given the significant volunteer labor, operational support, and public service contributions provided by the Sierra County Swim Team and its volunteers, consideration of waived or reduced pool usage fees may be viewed as a community partnership exchange that directly benefits the public and offsets operational expenses through volunteer service and programming support.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.8

MEETING DATE: May 27, 2026

SUBJECT: Discussion/Action – Approval of Information Technology Policies and Procedures
DEPARTMENT: City Manager
DATE SUBMITTED: May 27, 2026
SUBMITTED BY: Gary Whitehead
WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager and Michael Kozloski, IT Manager

Summary/Background:
The City operates many technical process, programs and IT equipment. The city is required to have a policy to guide administration in operating under best practices. Working with our current IT Administrator, the city management is proposing a new updated IT policy for review and consideration.

Recommendation: Motion to approve the IT Policy as presented.

Attachments:
- IT Policy

Click here to enter text.

Fiscal Impact (Finance): **Yes**
Click here to enter text.

Legal Review (City Attorney): **Yes**
Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC Agendas 5-27-26

City of Truth or Consequences

Information Technology & Cybersecurity Policy

Truth or Consequences, New Mexico

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1. Purpose

The purpose of this policy is to establish a cybersecurity and information technology security program for the **City of Truth or Consequences (T or C)** that protects City information systems, data, and services from cybersecurity threats while ensuring continuity of municipal operations.

This policy aligns with:

- The **NIST Cybersecurity Framework (CSF)**
- The **New Mexico Cybersecurity Act** (NMSA §§ 9-27A-1 through 9-27A-5)
- The **New Mexico Statewide Cybersecurity Plan (2023)**
- Guidance from the **New Mexico Office of Cybersecurity (OCS)**
- Applicable state data protection and breach notification laws

---

2. Scope

This policy applies to:

- All City-owned or City-managed information systems
- All devices connected to City networks, including desktops, laptops, mobile devices, servers, and cloud services
- All City departments, including but not limited to:
    - Administration
    - Utilities
    - Finance
    - Police
    - Fire

- Public Works

- All City employees, elected officials, contractors, volunteers, and third-party service providers

---

3. Authority

This policy is issued under the authority of the **Truth or Consequences City Commission** and the **City Manager**, pursuant to municipal authority and New Mexico state law governing cybersecurity, information protection, and public records.

---

4. Governance and Roles

4.1 City Commission

- Provides oversight of cybersecurity risk and policy
- Approves cybersecurity policies and resource allocations

4.2 City Manager

- Serves as the executive sponsor for cybersecurity
- Ensures City-wide compliance with this policy
- Coordinates executive-level incident decision-making

4.3 IT Department / IT Support Authority

- Implements and manages cybersecurity controls
- Maintains system inventories and configurations
- Coordinates cybersecurity incidents and recovery
- Acts as liaison with the **New Mexico Office of Cybersecurity**

4.4 Cybersecurity Point of Contact (POC)

- The Cybersecurity POC, as required by the New Mexico Office of Cybersecurity, shall be the senior member of the IT Department
- The Cybersecurity Point of Contact shall be responsible for incident reporting and coordination with state authorities

4.5 Department Heads

- Identify mission-critical systems and sensitive data
- Ensure staff comply with cybersecurity requirements
- Support incident response efforts within their departments

4.6 City Users

- Protect City-issued devices and credentials
- Follow cybersecurity policies and training
- Immediately report suspected security incidents

---

5. NIST Cybersecurity Framework Adoption

The City of Truth or Consequences adopts the **NIST Cybersecurity Framework (CSF)** as the guiding structure for its cybersecurity program, organized around:

1. Identify
2. Protect
3. Detect
4. Respond
5. Recover

---

6. IDENTIFY

6.1 Asset Management

- The City shall maintain a documented inventory of:
    - Hardware
    - Software
    - Network equipment
    - Cloud and hosted services
- Systems supporting **essential municipal services** (e.g., public safety, water utilities, billing) shall be designated as **critical systems**

6.2 Risk Assessment

- Conduct cybersecurity risk assessments at least **annually**
- Assess risks based on likelihood, impact, and service disruption
- Prioritize remediation for high-risk systems

6.3 Data Classification

City data is classified as:

- **Public** – intended for public release
- **Internal** – City business use only
- **Confidential** – sensitive internal data (e.g., personnel, financial)
- **Regulated** – protected by law (PII, CJIS, HIPAA, IRS data)

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7. PROTECT

7.1 Access Control

- Access to data and hardware is granted based on **least privilege**
- Unique user accounts are required
- Accounts shall be disabled promptly upon separation or role change
- Server rooms shall have a camera to monitor entry points, with City Hall main server room maintaining a sign in sheet

7.2 Authentication

- Enforce password complexity and expiration standards when possible
- Use **Multi-Factor Authentication (MFA)** when feasible for:
    - Remote access
    - Administrative accounts
    - Cloud services

7.3 Security Awareness and Training

- All City users shall complete **annual cybersecurity awareness training**
- Training shall cover phishing, ransomware, and data handling responsibilities
- IT training shall be developed by Administration to provide all necessary operational requirements as needed and developed.

7.4 Data Protection

- Encrypt confidential and regulated data where technically feasible
- Perform regular backups of critical City systems (daily backups, with weekly backups being stored for a longer period)
- Store backups securely and test restoration capabilities

7.5 System Security

- Maintain enough software licenses to install EDR solution on all endpoints and servers
- IT Director shall assess annually if current EDR solution is sufficient for the needs of the City (Current EDR solution: Malwarebytes Endpoint Detection and Response)
- Apply patches and updates in a timely manner
- Use firewalls and secure network configurations

7.6 Email Archiving and Security

- Email hosting must be maintained through Microsoft Office 365 unless a statement made by IT and approved by the City governing body endorses changing to another provider
- Third party email security software must be used to supplement email security
- IT Director shall assess annually if current email security solution is sufficient for the needs of the City (Current email security solution: Checkpoint Email Security)
- Former employee inboxes shall be maintained using unlicensed Office 365 inboxes provided they do not exceed 50GB, being converted to local storage if they exceed that.

---

8. DETECT

8.1 Monitoring

- Enable logging on servers, firewalls, and critical systems
- Monitor for:
    - Unauthorized access
    - Malware activity
    - Unusual network behavior

8.2 Threat Awareness

- Participate in state or federal threat-information sharing when available
- Review alerts from trusted cybersecurity sources

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9. RESPOND

9.1 Incident Response Plan

- The City shall maintain a documented **Incident Response Plan**
- The plan shall define:
    - Roles and responsibilities
    - Escalation procedures
    - Communication protocols

9.2 Incident Reporting (State Coordination)

- Cybersecurity incidents shall be reported to the **New Mexico Office of Cybersecurity** as required
- Incidents may be reported via:
    - State incident hotline: **(833) 42-CYBER**
    - Designated City Cybersecurity POC

9.3 Data Breach Notification

- If personal information is involved, the City shall comply with the **New Mexico Data Breach Notification Act (https://www.nmlegis.gov/Sessions/17%20Regular/final/HB0015.pdf)**
- Affected individuals must be notified within **45 days**
- Notifications to the New Mexico Attorney General shall be made when required

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10. RECOVER

10.1 Recovery Planning

- Maintain disaster recovery and business continuity plans
- Prioritize restoration of:
    - Public safety services
    - Utility operations
    - Financial and billing systems

10.2 Improvement

- Conduct after-action reviews following incidents
- Update controls, training, and procedures based on lessons learned

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11. Third-Party and Vendor Security

- Vendors with access to City systems or data must:
    - Follow reasonable cybersecurity safeguards
    - Report security incidents affecting City data
- Contracts shall include security and breach notification clauses where feasible

---

12. Compliance and Enforcement

Violations of this policy may result in:

- Disciplinary action
- Termination of access or contracts
- Referral for legal or administrative action under applicable law

---

13. Policy Review and Maintenance

- This policy shall be reviewed **annually**
- Updates may be made following:
    - Changes to New Mexico law or guidance
    - Major cybersecurity incidents
    - Significant technology changes

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14. Approval

Approved by:
Truth or Consequences City Commission

Effective Date: _____
Next Review Date: _____

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: May 27, 2026

Agenda Item #: E.9a

SUBJECT: Approval of Purchase Requisitions over $60,000
DEPARTMENT: Procurement
DATE SUBMITTED: May 20, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

Per Resolution No 46 20/27 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over S60,000).

Recommendation:

Approval Recommended by Chief Procurement Officer. Please see the attached purchase item list.

Attachments:

- HGACBuy Contract No.: SW04-26
- A4 Storm Sweeper

Click here to enter text.

Fiscal Impact (Finance): **Yes**

- **$ 39,414.00**
  - Muni Street Fund
- **$200,000.00**
  - HGACBuy Contract No.: SW04-26

Legal Review (City Attorney): **N/A**

None.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Carlos Miyagishima, Chief Procurement Officer

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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File Name: CC Agendas 5-27-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

May 20, 2026

To City Mayor, Pro-Tern and Commissioners,

RE: A4 STORM SWEEPER

The Procurement Department along with Street Department was awarded HGACBuy Contract No.: SW04-26. This is for the purchase of the street sweeper, which has a total cost of $239,414. Of which, $39,414 will be paid for with the Muni Street fund.

1 will defer to Gary Whitehead the City Manager. Thank you.

Please, review the attached documents and approve the requested procurement. Thank you.

$ 39,414.00
Muni Street Fund: 216-4503

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition #96404

PROCURMENTS $60,000 AND OVER **2025-26 Fiscal Year**

COMMISSION MEETING 05/20/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	TEXAN WASTE EQUIPMENT INC (DBA HEIL OF TEXAS)	A4 SCHWARZE AIR STREET SWEEPER	Carlos Miyagishima	Procurement	**$200,000.00**	HGACBuy Contract No.: SW04-26
					$ 39,414.00	Muni Street Fund
			TOTAL		**$ 239,414.00**	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Mayor Date

REQUISITION

Requisition #: 96404

Date: 05/13/2026

Vendor #: 9155

ISSUED TO: TEXAN WASTE EQUIPMENT INC DBA HEIL OF
Attn:CHRISTIAN CASTANEDA
9545 PLAZA CIRCLE
EL PASO, TX 79927-

SHIP TO: STREET
211 South Ash Street
Truth or Consequences, NM 87901

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	A4 SCHWARZE AIR STREET SWEEPER		0.00	216-4503-80845	39,414.00

PO Description: A4 STORM SWEEPER

Detailed Description:

SCHWARZE A4 STORM REGENERATIVE AIR STREET SWEEPER
STREET

SUBTOTAL:	39,414.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	39,414.00

Authorized By: _____

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	SW04-26	Date Prepared:	5/5/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Truth or Consequences, New Mexico	Contractor:	Heil of Texas
Contact Person:	Brenden Anglin	Prepared By:	Joe Howard
Phone:	575-740-3555	Phone:	832-350-4002
Fax:		Fax:	713-923-5522
Email:	banglin@torcnm.org	Email:	joehoward@heiloftexas.com

Product Code:	SW04-20R27	Description:	Schwarze A4 Storm Regenerative Air Street Sweeper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	130,014

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Cummins 2.8L 74HP Diesel Sweeper Engine	0	Low Hydraulic Shutdown System	0
Sweeping Head Deluge System	397	DC Back Up Hydraulic System	2101
Dual 39" Diameter Gutter Brooms	0	Isuzu NRR 17,950 GVWR 215HP Cab Over Chassis	77402
Dual Gutter Broom In-Cab Tilt Adjusters	2499	Automatic Transmission, Air Conditioning, AM/FM Radio	0
Dual Gutter Broom Extension Override System	4284	Cab Mounted LED Strobe with Guard	1,111
4.8 Cubic Yard Stainless Steel Debris Hopper	12081	Rear Flush Mounted LED Strobes	0
Carbon Steel Shroud & Sound Suppression (71.3dB's)	3131	Rear Hopper Mounted LED High Intensity Strobes	0
130 Gallon Dust Control Water Tank System	0	Dual Position Camera System w/ In Cab LCD Monitor	504
Additional 67 Gallon Water Tank (197 Total)	1371	Traffic Guide LED Arrowboard with In-Cab Controls	1524
Hopper Spray with 4 Nozzles (Extreme Dust)	989	6" Auxiliary Hand Hose	1830
In-Cab Low Water Level Alarm and Indicator	0		
Front Bumper Spray Bar with 7 Nozzles	1264	**Subtotal B:**	110488

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Cummins Engine Tariff	1,200		
Isuzu Chassis Tarriff	4100	**Subtotal From Additional Sheet(s):**	
		Subtotal C:	5300

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	245802	=	Subtotal D:	245802

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight & PDI	5330		
Discount	-11,718		
		Subtotal F:	-6388

Delivery Date:	30-60 Days ARO	**G. Total Purchase Price (D+E+F):**	239414

Schwarze A4 Storm Non-CDL Regenerative Air Sweeper 2026 Price List

A4 STORM STANDARD EQUIPMENT

SWEEPER ENGINE	PICKUP HEAD
Cummins 74 hp Tier IVF	80" x 36" Sweeping Head with Rubber Blast Orifice
Fuel water separator	3/8" thick, 12" dia Pressure hose, 12" Suction Hose
3-point safety engine shutdown	Sweeps-in-Reverse
Battery and 50 gallon fuel tank shared with chassis	Doublewide full length carbide drag shoes Warranted against wear-out, two years/2000 hours, prorated.
Centrifugal pre-cleaner, safety element, restriction indicator	
55 amp alternator	**DUST CONTROL SYSTEM**
2 year warranty on Aux Engine	Electric diaphragm water pump with inlet restriction indicator
HYDRAULIC SYSTEM	60 PSI, 5.88 gpm
16 gallon vented hydraulic reservoir, w/shut-off valves	Water tank capacity 130 gallons, polyethylene
Tank mounted level and temperature indicator	25-foot long fire hydrant fill hose
Hydraulic pressure, 2500 psi	50 mesh cleanable filter, with shut off valve
Spin-on 10 micron return filter	Water spray nozzles shall be provided as follows:
Oil to air radiator type oil cooler	Four around suction head, two nozzles inside hopper
DUST SEPERATOR	Two at gutter broom, per option selected
Centrifugal dust separator 13, 500 cu in. with 1224 sq in door	Two nozzles in suction tube
	An air purge system for flushing water lines
HOPPER	**OPERATING CONTROLS AND INSTRUMENTS**
Mild Steel, 4.5 CuYd, 3.6 CuYd usable Capacity	Aux engine control with display on console:
Screens - square inches, saw tooth design	Keyed ignition, electronic throttle,
Twin dumping cylinders, 53 degrees	Water temperature gauge
Rear door hydraulically opened, closed and locked	Voltmeter, tachometer, and hour meter
Dual 15" X 32" inspection doors, 1 left, 1 right	Diagnostic display gauge for Aux Engine
Dump Height 78"	Leaf bleeder indicator
	Dust control water level and alarm
BLOWER	Maintenance interval display for aux engine
Closed face turbine 10 curved blades, 30.0" dia. By 3" wide	Lighted, tactile rocker control switches
500 Brinell hardness abrasion resistant steel	Hydraulic low level and high temp shutdown
Fully balanced within 1.5 grams on both sides	**SAFETY EQUIPMENT**
Leaf bleeder	Two body props to lock hopper in raised position
SWEEPER WARRANTY	2 rear yellow alternating LED flashing lights
12 Months 1200 Hours	5-lb fire extinguisher

QTY	DESCRIPTION		PRICE
	POWER MODULE OPTIONS		**SIA4T**
	Cummins QSF 2.8 74 HP Tier IVF Diesel	204T09	$ 130,014.30
	Deutz 2.9 74 HP Tier IVF Diesel	204Z60	$ 125,811.90
		Subtotal Auxiliary Engine Options	
	SWEEPING HEAD OPTIONS		
	Standard Sweeping Head	204P62	
	Sweeping Head Deluge	204Q11	$ 397.80
		Subtotal Sweeping Head Options	
	GUTTER BROOM OPTIONS		
	Gutter Broom, Dual	204M59	$ 11,995.20
	Gutter Broom, Tilt Standard Dual or		
	Gutter Broom, Tilt Power Dual	204M49	$ 2,499.00
	Gutter Broom, GEO Dual	203404	$ 4,284.00
	Gutter Broom, RH	203M50	$ 7,236.90
	Gutter Broom, Tilt Power RH	204M48	$ 1,336.20
	Gutter Broom, GEO RH	203410	$ 2,050.20
	Gutter Broom, LH	204M51	$ 7,236.90
	Gutter Broom, GEO LH	203414	$ 2,050.20
	Gutter Broom, Poly Segments, each	203B67	$ 428.40
		Subtotal Gutter Broom Options	
	MISCELLANEOUS OPTIONS		
	DC Backup, Hydraulic	204M58	$ 2,101.20
	Air Filter Restriction In-Cab Auxiliary Eng.	203448	$ 520.20

	Load Weight Alarm & Indicator		204R22	$ 652.80
	Seat, Adjustable, Right-side Only		203964	$ 8,552.70
	Tire & Rim, Spare 17,950 GVW		203442	$ 1,677.90
	Wheel Cover GMC 17,950 GVW		203A86	$ 1,443.30
			Subtotal Chassis Options	
QTY	**SOR #**	**SPECIAL OPTIONS REQUEST**	**PART #**	
		2.8L Cummins Engine Tariff		$ 1,224.00
		2.8L Deutz Engine Tariff		$ 765.00
		SWEEPER EXTENDED WARRANTIES**		
	STANDARD- 1 Year or 1200 hours			
	SILVER- 2 Years or 2400 Hours			$ 1,081.20
	GOLD- 3 Years or 3600 Hours			$ 2,789.70
	PLATINUM- 4 Years or 4800 Hours			$ 3,896.40
	DIAMOND- 5 Years or 6000 Hours			$ 5,038.80

Schwarze A7 Tornado CNG Twin Engine Regenerative Air 2026 Price List

A7 CNG TORNADO STAN+A136:J149DARD EQUIPMENT	
SWEEPER ENGINE	**PICKUP HEAD**
General Motors 350 cu in V8, 145 hp @3000 rpm	90" x 36" Sweeping Head with Rubber Blast Orifice
60 gallon DGE DOT approved CNG tanks	3/8" thick, 14" dia Pressure hose, 14" Suction Hose
3-point safety engine shutdown device	Sweeps-in-Reverse
Battery shared with chassis	Doublewide full length carbide drag shoes Warranted against wear-out, two years/2000 hours, prorated.
65 amp alternator	
2 year warranty on Aux Engine	**DUST CONTROL SYSTEM**
HYDRAULIC SYSTEM	Electric diaphragm water pump
25 gallon vented hydraulic reservoir, w/shut-off valves	60 PSI, 6.0 gpm
Tank mounted level and temperature indicator	Water tank capacity 250 gallons, polyethylene
Hydraulic pressure, 2500 psi	25-foot long fire hydrant fill hose
Spin-on 10 micron return filter	50 mesh cleanable filter, with shut off valve
9000 BTU oil to air radiator type oil cooler	Water spray nozzles shall be provided as follows:
12-volt DC hydraulic backup system	Five at pickup head, two nozzles inside hopper
DUST SEPERATOR	Two at gutter broom, per option selected
Centrifugal dust separator, 29000 cu in. with 1680 sq in door	Two nozzles in suction tube, two at front axle
HOPPER	An air purge system for flushing water lines
Mild Steel, 8.4 CuYd, 7 CuYd usable Capacity	**OPERATING CONTROLS**
Screens - 5615 square inches	Aux engine control & gauges on console:
Two piece saw-tooth design	Keyed ignition, electronic throttle, leaf bleeder
Twin dumping cylinders, 51 degrees	Oil pressure gauge, water temperature gauge
Rear door hydraulically opened, closed and locked	Voltmeter, tachometer, and hour meter
Dual 20" X 32" inspection doors, 1 left, 1 right	All gauges to be lighted
External weatherproof dump switches	All other STD sweeper function switches to be included for standard and options selected
Shroud enclosing the auxiliary engine	
BLOWER	Swiveling console for left or right sweeping
Closed face turbine 10 curved blades, 32.75" dia. by 5" wide	**SAFETY EQUIPMENT**
500 Brinell hardness abrasion resistant steel	Two body props to lock hopper in raised position
Fully balanced within 1.5 grams on both sides	Rear Amber LED Strobe With Guard
Vacuum enhancer, w/indicator in cab	2 rear yellow alternating LED flashing lights
SWEEPER WARRANTY	Slow moving vehicle emblem, backup alarm, 5-lb fire extinguisher, and a warning triangle kit
12 Months 1200 Hours	

QTY	**DESCRIPTION**		
	POWER MODULE OPTIONS		
	145HP 5.7 Litre Aux Engine		$ 219,045.00
		Subtotal Auxiliary Engine Options	
	SWEEPING HEAD OPTIONS		
	Standard w/rubber blast orifice	**204A41**	
	Sweep Head Deluge *(Must Pick Standard Head)*	204H52	$ 673.20
	GUTTER BROOM OPTIONS		
	Gutter Broom, Dual	203W42	$ 12,352.20
	Gutter Broom, Tilt Standard Dual or	**203C01**	

HGACBuy Solicitation: SW04-26

Response Pricing Form

Respondent:							
Catalog Pricing				**Other Pricing**			
Type of Equipment, Options, or Services	**Manufacturer**	**Manufacturer MSRP/List Price Book Name (List price book SHALL be included separately, in proposal response)**	**Point of Purchase Percentage Discount-Off-List**	**Description**	**Manufacturer**	**STANDARD Pricing (e.g. extended warranties, installation cost/hour, etc.)**	**Point of Purchase Discount-Off-Standard Pricing**
* This form shall be completed in its entirety and submitted in its original Excel format (no PDF)							
* Respondent shall describe the catalog / list price book submitted on this form and show the discount off list that will be applied at the time of purchase (list pricing shall NOT be priced here, but separately)							
* Respondent shall use this form to price additional items or services not found on the manufacturers' catalog/list price books (under the "Other Pricing" columns)							
* Respondent may add as many lines as is needed, and may use supplemental pricing documents (which shall be noted on this form)							
Street Sweepers	Schwarze Industries, LLC	Schwarze A4 Storm Regenerative Air Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze A7 Tornado Twin Engine Regenerative Air Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze A7 Tornado Single Engine Regenerative Air Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze A7 Tornado CNG Regenerative Air Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze A7 Zephyr Twin Engine Regenerative Air Runway Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze A9 Monsoon Twin Engine Regenerative Air Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze A9 Monsoon Single Engine Regenerative Air Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze A9 Monsoon CNG Single Engine Regenerative Air Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze A8 Twister Twin Engine Regenerative Air Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze A8 Twister Single Engine Regenerative Air Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze M4 Cascade Non CDL Mechanical Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze M5SE Torrent Non CDL Mechanical Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze M6SE Avalanche Mechanical Street Sweeper	2.00%				
Street Sweepers	Schwarze Industries, LLC	Schwarze M6TE Avalanche Mechanical Street Sweeper	2.00%				

HGACBuy Solicitation #SW04-26

Customization Categories Pricing Form

Respondent:

Due to the potential specialization associated with some of these sweepers, as applicable, responses may include a completed H-GAC Customization Table This table is meant to isolate those special/custom options that do not fall under the published manufacturer's standard options, and which may be required to address custom configuration needs for sweepers If customization typically or potentially applies to the sweepers that Respondent is proposing for this Solicitation, Respondent shall group these options into categories (as narrowly defined as possible - reference examples provided on this form) and price on this form Respondent may quote as many categories as deemed necessary to cover any anticipated customization that may be required when building these customized vehicles

Please name each category accordingly Below are some examples of customization categories and options that could be used when configuring these categories. Respondent will provide a price range for each Category, and pricing should specify the low and high price range ($) for that specific category This price range will apply to all options within the

Category	Customization Description	Price, Minimum	Price, Maximum
Underlying vehicle cab-chassis	Customization options for the modifications of the standard chassis configurations to enhance, adjust, reposition, replace or otherwise alter bumpers, rails, suspension, drivetrain, fuel system, exhaust, or other specific or general layout that a customer's needs necessitate	$500	$20,000
Truck cab	Customization options for the modification of seating, electronics, dashboard, driving operation and/or sweeper functions controls, storage, and similar	$500	$10,000
Exterior - paint	Customization options for custom painting, sealants, fleet logos, lettering, and similar	$2,000	$10,000
Exterior - equipment	Customization options for exterior storage, lighting, cameras, or similar	$100	$15,000
Sweeper body - hopper	Customization options for sweeper components or performance, for hopper and related (e g altered capacity or materials)	$500	$15,000
Sweeper body - brooms	Customization options for sweeper components or performance, for main and/or gutter brooms and related (altered size or materials)	$500	$10,000
Sweeper body - conveyor system	Customization options for sweeper components or performance, for conveyor main and/or gutter brooms and related (e g altered dimensions)	$500	$10,000
Sweeper body - vacuum system	Customization options for sweeper components or performance, for vacuum and related (e g altered vacuum capacity or pickup head)	$500	$10,000
Sweeper body - supporting systems	Customization options for sweeper components or performance, for other integrated or independent systems (e g altered water spray system, air blast system, or ducts)	$500	$10,000
Software	Customization options for software enhancements, including software, hardware, interface options, cloud solutions, et	$500	$10,000
General design, chassis and cab	Additional labor cost, as necessary, for re-design service associated with above subcategories	$150/hour	$290/hour

$200,000

LOAN AGREEMENT

dated

April 24, 2026

by and between the

NEW MEXICO FINANCE AUTHORITY

and

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA, as trustee under an Indenture, as defined in Article I of this Loan Agreement.

Loan No. PPRF-6997

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LOAN AGREEMENT

THIS LOAN AGREEMENT dated April 24, 2026 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the "Finance Authority Act"); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of purchasing a street sweeper as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Governmental Unit is authorized by the Act to impose by ordinance a Municipal Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978, as amended; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit which provides for the Pledged Revenues; and

WHEREAS, the Municipal Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the as the first increment of Municipal Gross Receipts Tax, and instead comprises one-quarter of one percent (0.25%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under NMSA 1978, Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%), which is pledged to the Loan; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Governmental Unit is a disadvantaged qualified entity within the meaning of Article II, Section D(3) of the Finance Authority's Amended Rules and Regulations Governing the Public Project Revolving Fund Program; and

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WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

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 Loan 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 Loan Agreement including the foregoing recitals, unless the context clearly requires otherwise.

"Act" means the general laws of the State, including Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Resolution.

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"Additional Payment Obligations" mean payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Article IX and Article X hereof.

"Aggregate Annual Debt Service Requirement" means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means, in the case of the Governmental Unit, the Mayor, Mayor Pro Tem, Finance Director and City Clerk, and, in the case of the Finance Authority, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

"Blended Interest Rate" means the rate of interest on this Loan Agreement as shown on the Term Sheet.

"Bond Counsel" means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semiannually by The Bond Buyer's Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse this Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

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

"Expenses" means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

"Finance Authority Debt Service Account" means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

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"Fiscal Year" means the period beginning on July 1 in 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 may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the duly organized City Commission of the Governmental Unit, and any successor governing body of the Governmental Unit.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Independent Accountant" means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who: (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intercept Agreement" means the Intercept Agreement dated April 24, 2026, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan" means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

"Loan Agreement" means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

"Loan Agreement Balance" means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

"Loan Agreement Payment" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on Exhibit "B" hereto.

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"Loan Agreement Principal Amount" means the original principal amount of this Loan Agreement as shown on the Term Sheet.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"NMSA" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

"Parity Obligations" means this Loan 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 Loan Agreement, including any such obligations shown on the Term Sheet.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means revenues of the Governmental Unit received pursuant to the Tax Ordinance and pledged to payment of the Loan Agreement Payments pursuant to the Resolution and described on the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit "B" hereto.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of this Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

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

"Resolution" means the Governmental Unit Resolution No. 42 25/26 adopted by the Governing Body on March 11, 2026 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

"Tax Ordinance" means the Governmental Unit Ordinance passed and approved by the Governmental Unit pursuant to the Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts

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Tax of the gross receipts of all persons engaging in business within the Governmental Unit. Pursuant to Laws 2019, Chapter 274, Section 16, the Municipal Gross Receipts Tax is no longer identifiable as the first increment of Municipal Gross Receipts Tax and instead comprises one-quarter of one percent (0.25%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, as amended of two and one-half percent (2.50%), which is pledged to the Loan Agreement Payments.

"Term Sheet" means Exhibit "A" attached hereto.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed the Trustee by the Finance Authority.

"Unassigned Rights" means the rights of the Finance Authority to receive payment of the administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time

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to time, the Governmental Unit is authorized by the Act to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit 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.

(f) Acquisition and Completion of Project. The Project will consist of acquiring and completing the purchase of a street sweeper. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Section 7-19D-9, NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of 4.401 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is at least four (4) years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed

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from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, 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 Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Tax Ordinance and the Resolution, shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. Prior to entering into additional indebtedness to be secured by a parity lien on the Pledged Revenues, the Governmental Unit shall comply with the terms of Section 5.5 hereof and shall seek the written consent of the Finance Authority, such consent shall not be unreasonably withheld. During the term of this Loan Agreement, prior to entering into any indebtedness secured by a subordinate lien on the Pledged Revenues or a lien on any revenues of the Governmental Unit other than the Pledged Revenues, the Governmental Unit shall notify the Finance Authority in writing of such indebtedness.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under such agreements, 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.

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(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, 125% of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan

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Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. The Governmental Unit hereby further represents and covenants to comply with Section 7.6 hereof, which designates this Loan Agreement as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code.

(x) Pledged Revenues Covenants The Governing Body has duly adopted the Tax Ordinance imposing a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded and is in full force and effect.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement. Based upon the Finance Authority's findings that:

(i) The Governmental Unit is a disadvantaged qualified entity in that its median household income is $29,142, which is less than eighty percent (80%) of the State median household income of $62,136.

(ii) The Project is important to the overall capital needs of the State and directly enhances the health and safety of the residents of the Governmental Unit.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule,

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regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property, and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement, or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III
LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV
LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof; and

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ARTICLE V
LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such account being held by the Trustee, and; (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues, the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account shall be expended and used by the Finance

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Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. (A) Monthly, beginning on the first day of the second month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Interest Component coming due on this Loan Agreement (which is November 1, 2026), and (B) on the first day of each month thereafter, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component on this Loan Agreement as described in Exhibit "B";

(ii) Principal Payments. (A) Monthly, beginning on the first day of the second month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Principal Component (which is May 1, 2027), and (B) on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B".

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit 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, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit 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 Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

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Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing 125% of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) With prior written notice to the Finance Authority, no provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding

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bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

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Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on said account shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit 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 defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI
THE PROJECT

Section 6.1 Agreement to Acquire the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to acquire the Project. The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of the Project. Upon completion of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit "D" attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

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Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit 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, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as

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an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed $10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year, does not exceed $10,000,000.

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that: (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) issued to refund (other than to advance refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed $5,000,000. For purposes of this paragraph, "aggregated issuer" means any entity which: (a) issues obligations on behalf of the Governmental Unit; (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that rebatable arbitrage, as that term is defined under Section 148 of the Code and related regulations, is required to be paid to the United States, that it will pay such rebatable arbitrage.

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ARTICLE VIII
PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Government Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX
INDEMNIFICATION

From and to the extent of the Pledged Revenues, to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee 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 Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit 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 Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above,

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or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, 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 Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee 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 Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

(d) A petition is filed against the Governmental Unit 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 Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Governmental Unit 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 Governmental Unit 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

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(including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit 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 Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee 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 agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) 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 Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as 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 Finance Authority or the Trustee 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.

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Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions 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 Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee 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 Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

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 Governmental Unit, 505 Sims Street, Truth or Consequences, New Mexico 87901, Attention: City Manager; if to the Finance Authority, New Mexico Finance Authority, 810 W. San Mateo Road, Santa Fe, New Mexico 87505, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue NE, Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee 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 Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

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Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, 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, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay 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 11.6 Execution in Counterparts. This Loan 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 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 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 Loan Agreement.

(Signature pages follow)

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IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on January 22, 2026, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By Marquita R Russel
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 Counsel

By Edward Duffy
Eduardo A. Duffy

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By Mark Chaiken
Mark Chaiken, General Counsel

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CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

7636864

EXHIBIT "A"

TERM SHEET
New Mexico Finance Authority Loan No. PPRF-6997

Governmental Unit:	City of Truth or Consequences, New Mexico
Project Description:	Acquisition of street sweeper for use by the Governmental Unit
Loan Agreement Principal Amount:	$200,000
Disadvantaged Funding Amount:	$150,000
Pledged Revenues:	The revenues of the Tax Ordinance passed and approved by the Governmental Unit pursuant to the Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a Municipal Gross Receipts Tax in the amount of one-quarter of one percent (0.25%) of the gross receipts of all persons engaging in business within the Governmental Unit. The Tax Ordinance originally imposed what was known as the first increment of Municipal Gross Receipts Tax. Pursuant to Laws 2019, Chapter 274, §16, the Municipal Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the first increment and instead comprises one-quarter of one percent (0.25%) of the maximum rate of municipal gross receipts tax that may be imposed under NMSA 1978, Section 7-19D-9 of two and one-half percent (2.50%).
Coverage Ratio:	125%
Distributing State Agency:	State of New Mexico Taxation and Revenue Department
Currently Outstanding Parity Obligations:	NMFA PPRF-1850, NMFA PPRF-5198
Additional Parity Bonds Test:	125%
Authorizing Legislation:	Resolution No. 42 25/26 adopted on March 11, 2026
Closing Date:	April 24, 2026
Blended Interest Rate:	0.320372%
Program Account Deposit:	$200,000

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Finance Authority Debt Service Account Deposit:	$0
First Interest Payment Date:	November 1, 2026
First Principal Payment Date:	May 1, 2027
Final Payment Date:	May 1, 2031

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS THE FINANCE AUTHORITY APPROVES A LONGER PERIOD IN WRITING

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EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

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Bond Debt Service

City of Truth or Consequences

2026 Equipment Loan (PPRF-6997)

Year	Month	Monthly Principal	Monthly Interest	Monthly Admin	Monthly Debt Service	Outstanding Principal
						$ 200,000.00
2026	Jun	$ 1,098.36	$ 102.09		$ 1,200.45	$ 198,901.64
	Jul	$ 1,098.36	$ 102.09		$ 1,200.45	$ 197,803.27
	Aug	$ 1,098.36	$ 102.09		$ 1,200.45	$ 196,704.91
	Sep	$ 1,098.36	$ 102.09		$ 1,200.45	$ 195,606.55
	Oct	$ 1,098.36	$ 102.09		$ 1,200.45	$ 194,508.18
	Nov	$ 1,098.36	$ 102.09		$ 1,200.45	$ 193,409.82
	Dec	$ 1,098.36	$ 102.09		$ 1,200.45	$ 192,311.45
2027	Jan	$ 1,098.36	$ 102.09		$ 1,200.45	$ 191,213.09
	Feb	$ 1,098.36	$ 102.09		$ 1,200.45	$ 190,114.73
	Mar	$ 1,098.36	$ 102.09		$ 1,200.45	$ 189,016.36
	Apr	$ 1,098.36	$ 102.09		$ 1,200.45	$ 187,918.00
	May	$ 1,030.25	$ 70.15		$ 1,100.40	$ 186,887.75
	Jun	$ 1,030.25	$ 70.15		$ 1,100.40	$ 185,857.50
	Jul	$ 1,030.25	$ 70.15		$ 1,100.40	$ 184,827.25
	Aug	$ 1,030.25	$ 70.15		$ 1,100.40	$ 183,797.00
	Sep	$ 1,030.25	$ 70.15		$ 1,100.40	$ 182,766.75
	Oct	$ 1,030.25	$ 70.15		$ 1,100.40	$ 181,736.50
	Nov	$ 1,030.25	$ 70.15		$ 1,100.40	$ 180,706.25
	Dec	$ 1,030.25	$ 70.15		$ 1,100.40	$ 179,676.00
2028	Jan	$ 1,030.25	$ 70.15		$ 1,100.40	$ 178,645.75
	Feb	$ 1,030.25	$ 70.15		$ 1,100.40	$ 177,615.50
	Mar	$ 1,030.25	$ 70.15		$ 1,100.40	$ 176,585.25
	Apr	$ 1,030.25	$ 70.15		$ 1,100.40	$ 175,555.00
	May	$ 1,053.17	$ 47.28		$ 1,100.45	$ 174,501.83
	Jun	$ 1,053.17	$ 47.28		$ 1,100.45	$ 173,448.67
	Jul	$ 1,053.17	$ 47.28		$ 1,100.45	$ 172,395.50
	Aug	$ 1,053.17	$ 47.28		$ 1,100.45	$ 171,342.33
	Sep	$ 1,053.17	$ 47.28		$ 1,100.45	$ 170,289.17
	Oct	$ 1,053.17	$ 47.28		$ 1,100.45	$ 169,236.00
	Nov	$ 1,053.17	$ 47.28		$ 1,100.45	$ 168,182.83
	Dec	$ 1,053.17	$ 47.28		$ 1,100.45	$ 167,129.67
2029	Jan	$ 1,053.17	$ 47.28		$ 1,100.45	$ 166,076.50
	Feb	$ 1,053.17	$ 47.28		$ 1,100.45	$ 165,023.33
	Mar	$ 1,053.17	$ 47.28		$ 1,100.45	$ 163,970.17
	Apr	$ 1,053.17	$ 47.28		$ 1,100.45	$ 162,917.00
	May	$ 1,076.42	$ 24.00		$ 1,100.42	$ 161,840.58
	Jun	$ 1,076.42	$ 24.00		$ 1,100.42	$ 160,764.17
	Jul	$ 1,076.42	$ 24.00		$ 1,100.42	$ 159,687.75
	Aug	$ 1,076.42	$ 24.00		$ 1,100.42	$ 158,611.33
	Sep	$ 1,076.42	$ 24.00		$ 1,100.42	$ 157,534.92
	Oct	$ 1,076.42	$ 24.00		$ 1,100.42	$ 156,458.50
	Nov	$ 1,076.42	$ 24.00		$ 1,100.42	$ 155,382.08
	Dec	$ 1,076.42	$ 24.00		$ 1,100.42	$ 154,305.67
2030	Jan	$ 1,076.42	$ 24.00		$ 1,100.42	$ 153,229.25
	Feb	$ 1,076.42	$ 24.00		$ 1,100.42	$ 152,152.83
	Mar	$ 1,076.42	$ 24.00		$ 1,100.42	$ 151,076.42
	Apr	$ 1,076.42	$ 24.00		$ 1,100.42	$ 150,000.00

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Bond Debt Service

City of Truth or Consequences

2026 Equipment Loan (PPRF-6997)

Year	Month	Monthly Principal	Monthly Interest	Monthly Admin	Monthly Debt Service	Principal
	May	$ 12,500.00	$ -		$ 12,500.00	$ 137,500.00
	Jun	$ 12,500.00	$ -		$ 12,500.00	$ 125,000.00
	Jul	$ 12,500.00	$ -		$ 12,500.00	$ 112,500.00
	Aug	$ 12,500.00	$ -		$ 12,500.00	$ 100,000.00
	Sep	$ 12,500.00	$ -		$ 12,500.00	$ 87,500.00
	Oct	$ 12,500.00	$ -		$ 12,500.00	$ 75,000.00
	Nov	$ 12,500.00	$ -		$ 12,500.00	$ 62,500.00
	Dec	$ 12,500.00	$ -		$ 12,500.00	$ 50,000.00
2031	Jan	$ 12,500.00	$ -		$ 12,500.00	$ 37,500.00
	Feb	$ 12,500.00	$ -		$ 12,500.00	$ 25,000.00
	Mar	$ 12,500.00	$ -		$ 12,500.00	$ 12,500.00
	Apr	$ 12,500.00	$ -		$ 12,500.00	$ 0.00
		$ 200,000.00	**$ 2,820.17**	**$ -**	**$ 202,820.17**	

EXHIBIT "C"

FORM OF REQUISITION

RE: $200,000 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
PPRF@nmfa.net

You are hereby authorized to disburse from the Program Account – City of Truth or Consequences, New Mexico (2026 Street Sweeper Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: PPRF-6997 CLOSING DATE: April 24, 2026

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

_____

AMOUNT OF PAYMENT: $_____

PURPOSE OF PAYMENT: _____

_____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Truth or Consequences, New Mexico (2026 Equipment Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Truth or Consequences, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Truth or Consequences, New Mexico, shall, and understands its obligation to, complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____ By: _____
Authorized Officer of Borrower

Title: _____
Print Name and Title

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EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: $200,000 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority
PPRF@nmfa.net

Rich Wood
Senior Vice President, Corporate Trust
BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

LOAN NO.: PPRF-6997 CLOSING DATE: April 24, 2026

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer of Borrower

Title: _____
Print Name and Title

Dropbox Sign

Audit trail

Title	FOR SIGNATURE - Truth or Consequences, PPRF-6997
File name	FOR_SIGNATURE_-_T...es__PPRF-6997.pdf
Document ID	095c24e4a9a10ad318efddac8eaf53554abf2a43
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**04 / 16 / 2026** 17:42:58 UTC	Sent for signature to Eduardo A. Duffy (ead@sutinfirm.com) from arm@sutinfirm.com IP: 140.82.177.82
VIEWED	**04 / 16 / 2026** 21:11:57 UTC	Viewed by Eduardo A. Duffy (ead@sutinfirm.com) IP: 140.82.177.82
SIGNED	**04 / 16 / 2026** 21:12:09 UTC	Signed by Eduardo A. Duffy (ead@sutinfirm.com) IP: 140.82.177.82
COMPLETED	**04 / 16 / 2026** 21:12:09 UTC	The document has been completed.

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into April 24, 2026, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

W I T N E S S E T H:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the acquisition of a street sweeper for use by the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 3-31-1 through 3-31-12, NMSA 1978, as amended (collectively, the "Act"), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Loan Agreement"); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the "Program") funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow $200,000 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 7-1-6.15, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax Revenues (the "Pledged Revenues") from the State Taxation and Revenue Department (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of $200,000 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule")

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from distributions of the Pledged Revenues pursuant to Sections 7-19D-9, NMSA 1978, as amended, to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. _____, passed and adopted on March 11, 2026 by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed

separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept 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 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in _____, 2026.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By_____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By_____
Angela Torres, City Clerk

Acknowledged:

By_____
Taxation and Revenue Department

Date_____

EXHIBIT "A"

INTERCEPT SCHEDULE

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Payment Dates	Pledged Revenues	Amount
Monthly, beginning:	The distribution of the revenues of the Tax Ordinance passed and approved by the Governmental Unit pursuant to the Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a Municipal Gross Receipts Tax in the amount of one-quarter of one percent (0.25%) of the gross receipts of all persons engaging in business within the Governmental Unit. The Tax Ordinance originally imposed what was known as the first increment of Municipal Gross Receipts Tax. Pursuant to Laws 2019, Chapter 274, §16, the Municipal Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the first increment and instead comprises one-quarter of one percent (0.25%) of the maximum rate of municipal gross receipts tax that may be imposed under NMSA 1978, Section 7-19D-9 of two and one-half percent (2.50%).	$_____

7636863

SCHWARZE INDUSTRIES

The People You Know. The Products You Trust.



WARRANTY 5yr Standard Hydraulic Component SCHWARZE

A4 Storm™

4.8 Cubic Yard Regenerative Air Street Sweeper

*Sweeper shown with optional equipment

- High Performance Sweeping Head
- Up to 197 Gallon Water Capacity
- 77" Dump Height
- No CDL Required

Quality | Performance | Public Safety | Value | Customer Support

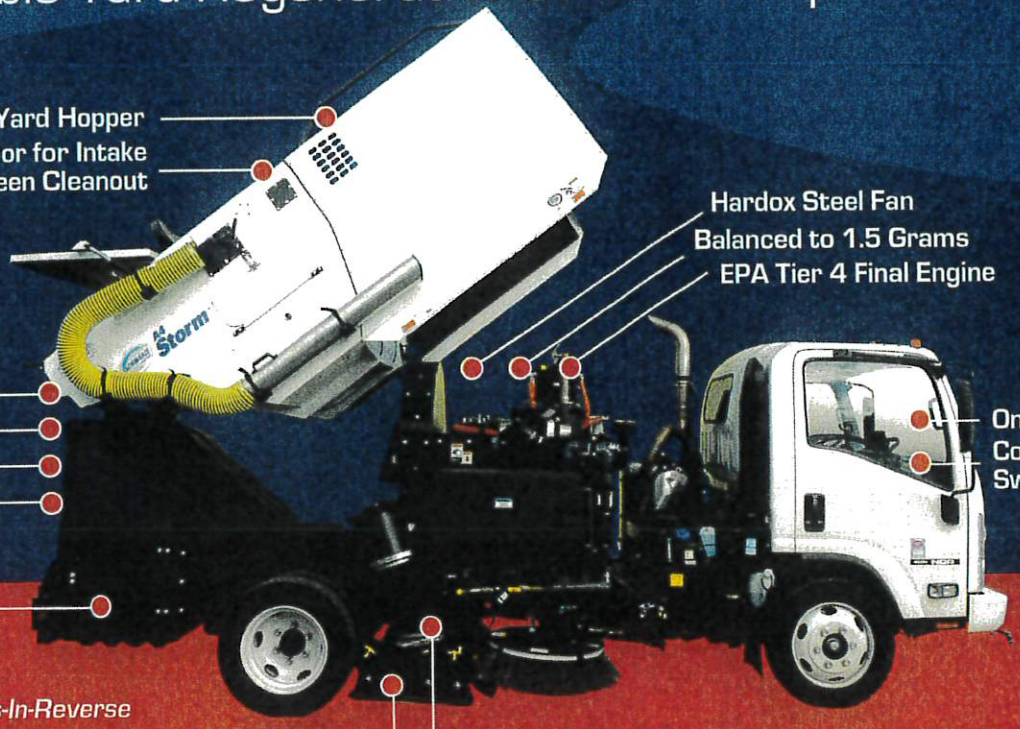
800.879.7933

www.schwarze.com

A4 Storm™

4.8 Cubic Yard Regenerative Street Sweeper

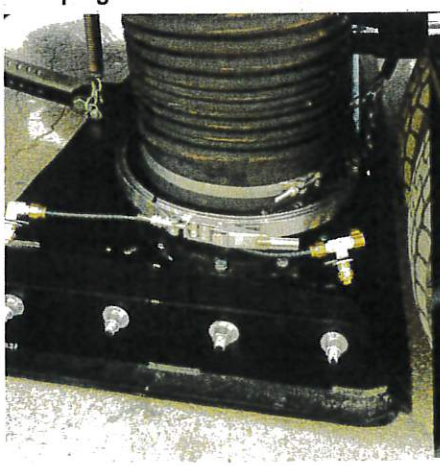
77" Dump Height



MADE IN THE USA

*Optional Equipment Shown, Blue Frame Special Order

Redesigned high performance sweeping head



Easy to use color coded switches with Onboard Diagnostics



MUST HAVE OPTIONS

ADDITIONAL WATER
Add an additional 66 gallon for 196 gallon total

LIFETIME HOPPER
Add a hopper with lifetime warranty

EXTENDED REACH
Add broom tilt and Gutterbroom Extension Override (GEO™)

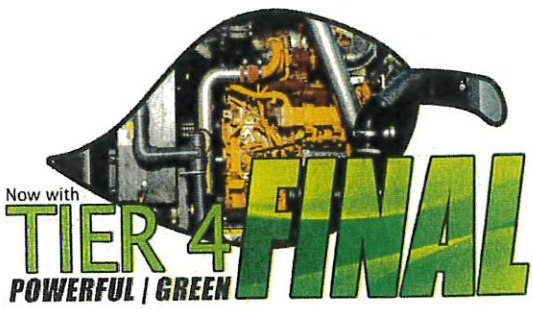
EXTENDED REACH
Add a hand hose for hard to get to reach applications

Quick release clamps for easy rotation and replacement of hoses.

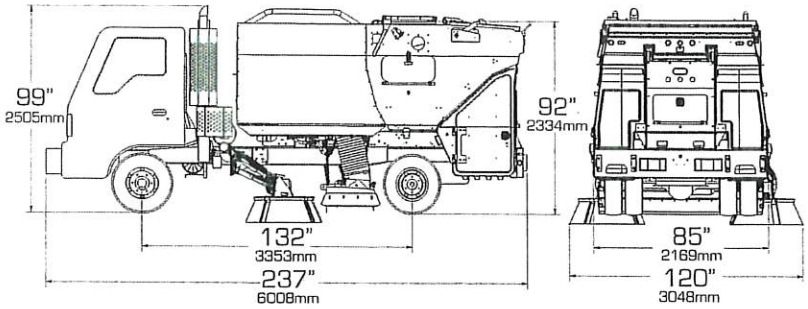


Large corrosion free toolboxes for 35 square feet of storage.





A4 Storm



*TYPICAL MEASUREMENTS SHOWN. EXACT DIMENSIONS DEPENDING ON OPTIONS AND TRUCK MANUFACTURER

SWEEPING PATH

Pickup head only	80 in (2,032 mm)
Pickup head and one gutter broom	100 in (2,540 mm)
Pickup head and two gutter brooms	120 in (3,048 mm)

CHASSIS

Model / type	4HK1-TC / 4 cycle
Manufacturer	Isuzu
Number of Cylinders	4
Displacement	317 cu in (5.26 L)
Horsepower	215 @ 2500 rpm
Torque	452 lb-ft @ 1800 rpm
Fuel	Diesel
Air filter	Dry type; heavy duty
Standard GVWR	14,500 lb (6,577 kg)
Optional GVWR	17,950 lb (8,142 kg)
Transmission	A465; 6 speed automatic
Tires	(6) Tubeless steel-belted radials 225/70 R 19.5
Wheels	Steel construction
Steering	Integral power;
Brake	Vacuum/hydraulics with ABS

STANDARD ENGINE

Type	QSF2.8 diesel Tier 4F
Manufacturer	Cummins
Displacement	171 cu in (2.8 L)
Brake horsepower	74 @ 2500 rpm
Cooling system	Liquid-cooled
Air cleaner	Dual element, dry-type with restriction indicator; centrifugal pre-cleaner
Safety shutdown	Three-point automatic
Throttle control	Electronic
Instrumentation	Digital display Tachometer; hourmeter; voltmeter; temperature; oil pressure.
Control console	Tilting and rotating

ELECTRICAL SYSTEM

Voltage	12 volt
Battery	2 @ 750 cca each
Alternator	120 amp
Circuit breakers	Resettable type

DUST CONTROL SYSTEM

Type	Electric diaphragm, run dry capable
Capacity	130 gal (492 L) standard optional to 196 gal (684 L)
Tank construction	Polyethylene
Filter	50 mesh, cleanable
Fill diameter	2.5 in (63.5 mm)
Fill hose	25 ft (7620 mm)
Controls	Electric; in-cab
Nozzles	2 on each broom; 4 around suction head; 4 inside hopper

FAN SYSTEM

Type	Closed-face radial
Drive	Direct via 3V 5 groove banded power belt
Construction	Hardox Steel
Balance	1.5 grams on 2 sides
Diameter	30 in (762 mm)
Housing lining	Bolt-in corded rubber
Mounting	2 sealed bearings
Vacuum enhancer	For heavy/light material

SWEEPING HEAD

Type	Dual chambered full-width Adjustable blast orifice
Operating direction	Forward and reverse
Suspension	Adjustable spring balanced
Length	80 in (2,032 mm)
Hoses Diameter	12 in (305 mm)
Hose Construction	3/8 in (9.5 mm) wire-reinforced molded rubber with quick disconnect clamps
Controls	Hydraulic raise and lower
Skids	Double wide tungsten carbide
Construction	Bolt in replaceable steel transitions.

PAINT

One coat of sealer/primer and two coats of Dupont imron elite polyurethane in standard white color

SIDE BROOMS

Type	Vertical steel digger
Location	Right, Left, forward of pickup head
Diameter	39 in (991 mm)
Drive	Hydraulic torque motor
Wear adjustment	Automatic
Pressure	Manual
Speed	Variable, non-reversing
Segments	4 each side, disposable; tempered steel wire filled
Tilt adjustment	Manual with optional in-cab controls

DEBRIS HOPPER

Volumetric Capacity	4.8 cu y (3.6 cu m)
Construction	10 gauge
Type of Dumping	Hydraulic
Inspection Doors	1 on each side of hopper
Controls	Electric; in cab
Dumping Height	77 in (1956 mm)
Dumping Tilt Angle	88 degrees
Interior Coating	Durable coating
Exterior Coating	Sealer/primer; Polyurethane

HYDRAULIC SYSTEM

Type	Fixed displacement gear
Drive	Direct gear
Maximum pressure	2500 psi (173 bar)
Reservoir	16 gal (60.6 L)
Filter	10 micron, spin on
Protection	Pressure relief valve
Controls	Electro-hydraulic
Filter	80 mesh

Design and specifications subject to change without notice.

**Ask us about our optional:*



Affiliates:

GSA NJPA APWA NAPSA HGACBuy

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1055 Jordan Road
Huntsville, AL 35811
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City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: May 27, 2026

Agenda Item #: E.96

SUBJECT: Approval of Purchase Requisitions over $60,000
DEPARTMENT: Procurement
DATE SUBMITTED: May 20, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

Per Resolution No 46 20/27 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over S60,000).

Recommendation:

Approval Recommended by Chief Procurement Officer. Please see the attached purchase item list.

Attachments:

- CIF-6441 Grant/Loan Funds
- Water Systems Design, Bidding, Constructions Oversight – Pershing/Silver Waterline Replacement
- On-Call engineering services, via Task Order 10 & 11

Click here to enter text.

Fiscal Impact (Finance): **Yes**

- **$ 438,017.67**
- CIF-6441 GRANT/LOAN FUNDS

Legal Review (City Attorney): **N/A**

None.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Carlos Miyagishima, Chief Procurement Officer

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 5-27-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

May 20, 2026

To City Mayor, Pro-Tern and Commissioners,

RE: Water Systems Design, Bidding, Constructions Oversight – Pershing/Silver Waterline Replacement

The Procurement Department along with Community Development Department was awarded Colonias Infrastructure Project Fund CIF-6441 GRANT/LOAN FUNDS. This is for the design, bidding, and construction oversight – Pershing/Silver Waterline Replacement, of the project. The city is using our On-Call engineering services, via Task Order 10 and 11.

1 will defer to Traci Alvarez the Assistant City Manager. Thank you.

Please, review the attached documents and approve the requested procurement. Thank you.

$ 438,017.67
NMFA Projects Fund: 360-7044

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition #96436

PROCURMENTS $60,000 AND OVER **2025-26 Fiscal Year**

COMMISSION MEETING 05/27/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	WILSON & COMPANY INC ENGINEER & ARCHITECTS	WATER SYSTEMS DESIGN, BIDDING, CONST. OVERSIGHT	Carlos Miyagishima	Procurement	$438,017.67	CIF-6441 GRANT/LOAN FUNDS
			TOTAL		$ 438,017.67	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Mayor Date

WILSON &COMPANY
HIGHER RELATIONSHIPS

4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

May 18, 2026

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

Re: Colonias CIF-6441-Pershing/Silver Waterline Improvements–Bidding, Construction & Inspection Services Proposal

Ms. Alvarez,

Thank you for reaching out to Wilson & Company, Inc., Engineers & Architects (Wilson & Company) for interest in Bidding, Construction Administration (CA), and Inspection Services of Pershing/Silver Waterline Project, for the City's remaining of approximately $1.9 million funding of the Colonias Infrastructure Project Funding CIF-6441 of $4,400,000.00. We have prepared the attached scope of service and fee proposal for your consideration. This scope of service includes Bidding, Construction Administration, and Construction Inspection services as requested. The Design Service is provided in a separate proposal.

If this proposal is acceptable, we will work with you to issue Task Order 11 to the existing 2024 On-Call contract that is in place.

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

Sincerely,

WILSON & COMPANY

Brian McBride, PE
Vice President, Water/Wastewater

WILSON & COMPANY

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

WILSON &COMPANY

City of Tr th or Conse ences

Pershing/Silver Waterline Improvements–Bidding, Construction, & Inspection Services

Scope and Fee Proposal

Table of Contents

Introduction 1
Scope of Services 1
Background 1
Task 400 – Bidding Services 2
Subtask 401 – Prebid Meeting & Site Visit 2
Subtask 402 – Response to Bidders Questions 2
Subtask 403 – Bid Opening Meeting 2
Subtask 404 – Review and Tabulation of Bids 2
Subtask 405 – Prepare Recommendation of Award Letter 2
Subtask 406 – Prepare Conformed Construction Documents 2
Task 500 – Construction Administration Assistance 2
Subtask 501 – Construction Progress Meetings 3
Subtask 502 – Shop Drawing Reviews 3
Subtask 503 – Review of RFI's 3
Subtask 504 – Review of Change Order Proposals 4
Subtask 505 – Review of Pay Applications and Schedules 4
Subtask 506 – Site Visits 4
Subtask 507 – Final Inspection Walk Through 4
Subtask 508 – As-Built Record Drawings 4
Task 600 – Construction Observation 5
Subtask 601 – On-site Construction Observation 5
Scope-Limiting Assumptions 5
Preliminary Project Milestone Schedule 6
Fee Proposal 6

City of Tr th or Conse ences

Pershing/Silver Waterline Improvements–Bidding, Construction, & Inspection Services

Scope and Fee Proposal

NT D CT N

The City of Truth or Consequences (City) completed the bidding and award of the Shovel Ready Project 1 under the available funding. The City plans to utilize the remaining $1.9 million of the Colonias Infrastructure Project Funding CIF-6441 of $4.4 million to continue to complete their waterline improvements. The project will utilize the remaining $1.9 million of funding for engineering design, construction administration, inspection services, and construction of approximately 5,200-LF of waterline replacement on Pershing and Silver Streets.

C PE E CE

AC ND

The scope of services and schedule that Wilson & Company proposes to provide the Bidding, Construction Administration, and Construction Inspection to complete the estimated 3,400-LF of waterline replacement on Pershing and Silver Streets. The Design will be for the 5,200-LF of waterline replacement on Pershing Street form the high school to 9th Street and on Silver Street from 8th Street to 3rd Street. Note that the funding may only be able to construct 3,400-LF of waterline replacement. Wilson & Company will set up the contract documents with additive alternates to install as much of the waterline replacements with the available funding.

The Pershing Street 10-inch waterline will improve the city's flow of water and provide redundancy water delivery. This improvement will provide additional fire flow of 1,300 gpm along Date Street south of the roundabout. This will replace the need to make major waterline improvement within the NMDOT along Date Street in the future. The Silver 10-inch waterline will complete the loop of newly installed or to be installed waterline on 8th and Silver Streets to the 3rd and 2nd Streets. This will provide reliable and redundant water distribution to the south of 3rd Street, including the Mian Street District area.

This scope and fee of service will be through the Colonias Infrastructure Project Funding CIF-6441 through the City's 2024 On-Call task order #11 as Time & Material with Not-to-Exceed. The Design Services will be completed under a separate Task Order.

TA 00– DDN E CE

For this task, Wilson & Company will provide bidding services for this project. It will include the following subtasks:

Subtask 401 – Prebid Meeting & Site Visit

Wilson & Company will facilitate an on-site pre-bid meeting and a site visit to review the details of the construction bid package with potential bidders.

Subtask 402 – Response to Bidders Questions

During the bidding process, Wilson & Company will review questions from bidders and issue addenda providing clarification to bidders.

Subtask 403 – Bid Opening Meeting

Wilson & Company will facilitate the bid opening by publicly reading the documents and tacking bids received via a log.

Subtask 404 – Review and Tabulation of Bids

Wilson & Company will tabulate bids and review bids received for completeness and correctness. Under this subtask, we will also assist with the review of apparent low bidders' qualifications per the established selection criteria.

Subtask 405 – Prepare Recommendation of Award Letter

Wilson & Company will utilize the information from previous subtask to draft a Recommendation of Award Letter and submit a recommendation to the city for consideration.

Subtask 406 – Prepare Conformed Construction Documents

Wilson & Company will edit construction documents to reflect awarded contractor's bid.

TA 500–C N T CT NADM N T AT NA TANCE

Under this task Wilson & Company will provide Construction Administration services to the City in support of the installation of the designed improvements for and estimated construction duration of 6-months. Construction Administration services do not include control over, or responsibility for, construction means, methods, techniques, sequences, procedures, site safety,

or the Contractor's compliance with applicable laws and regulations, all of which remain the sole responsibility of the Contractor. This will include the following subtasks:

Subtask 501 – Construction Progress Meetings

In this subtask, Wilson & Company personnel will attend the monthly construction meetings held by the contractor, will keep and organize field notes for observation periods, and will develop inspection reports for required inspections and testing. This proposal assumes no more than 8 monthly progress meetings. If additional meetings are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 502 – Shop Drawing Reviews

The project team will coordinate and review the shop drawing submittals from the contractor as designated in the contract specifications. The shop drawings will be reviewed for design compliance based on the specifications and project compatibility and will be returned to the contractor marked, "Approved", "Approved as Noted", "Revise and Resubmit", or "Not Reviewed". The shop drawings reviews will be limited to the submittals identified in the contract documents that are required for submittal; additional submittals will be reviewed at the discretion of Wilson & Company or returned marked as "Not Reviewed". This subtask will include up to two (2) resubmittal reviews.

Shop drawing reviews shall be limited solely to general conformance with the design intent and the information contained in the Contract Documents. Such review does not extend to means, methods, techniques, sequences, procedures, installation details, safety precautions, or the accuracy of dimensions, quantities, or fabrication processes, all of which remain the responsibility of the Contractor.

Subtask 503 – Review of RFI's

Wilson & Company engineers will be available for the contractor to contact during construction to provide technical clarification and professional interpretation of the Contract Documents and evaluate potential impacts to the design intent when construction-related questions arise. This proposal assumes no more 6 RFI requests. If additional RFIs are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 504 – Review of Change Order Proposals

Wilson & Company engineers will evaluate the contractors change order proposals that may be required due to construction complications or unforeseen field conditions. Wilson & Company's review will be limited to evaluation of technical merit, consistency with the Contract Documents, and assessment of potential design impacts. Wilson & Company does not warrant the accuracy of Contractor cost proposals, schedules, or means and methods associated with change order requests. The engineer will compile the change order and coordinate with the city, funding agencies, contractor, and regulatory agencies. This proposal assumes no more than 3 Change Order Proposals (COPs). If additional COPs are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 505 – Review of Pay Applications and Schedules

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

Subtask 506 – Site Visits

This subtask includes Wilson & Company personnel conducting monthly site visits in addition to the monthly construction meeting, which may include a mid-month progress meetings. This proposal assumes no more than 3 site visits. If additional site visits are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 507 – Final Inspection Walk Through

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

Subtask 508 – As-Built Record Drawings

Record Drawings will be prepared based on information marked and provided by the Contractor during construction. Wilson & Company will not independently verify the accuracy or completeness of Contractor-provided information. Record Drawings represent a compilation of recorded information furnished by others and do not constitute a certification of actual field conditions.

TA 600 – C NT CT N E AT N

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

Subtask 601 – On-site Construction Observation

Wilson & Company will provide a qualified inspector to be on site during construction, full time to observe activities, perform site inspections, and monitor Contractor compliance with the construction specifications. The effort allocated under this subtask assumes the period of construction duration and identified milestone schedule for the project provided below. Site observation and inspection services are estimated for 6-months construction period. If a longer period of time is required, Wilson & Company will advise the City and request a change to this scope of services and fee.

Construction observation services are provided on an observational basis to assess, in general, whether the Work is proceeding in accordance with the Contract Documents. Such services do not include continuous or exhaustive inspection, supervision, or control of construction means, methods, sequences, procedures, safety precautions, or programs. Wilson & Company shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, nor for the acts or omissions of the Contractor, subcontractors, or suppliers.

C PE- M TN A MPT N

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

- Any items not specifically included within the scope of this proposal are excluded.
- Wilson & Company does not supervise, direct, or control construction means, methods, techniques, sequences, procedures, or safety programs.
- Wilson & Company is not responsible for unforeseen subsurface conditions, utility conflicts, unknown site conditions, or discrepancies between record documents and actual field conditions.
- Contractor scheduling, labor productivity, cost control, and construction performance are the responsibility of the Contractor.
- Project schedule assumes timely Owner decisions, reviews, and third-party agency actions. Delays outside Wilson & Company's control may require scope and fee adjustments.

P E M NA P ECTM E T NE C ED E

For this project, the following milestone schedule is proposed:

Notice-to-Proceed:	June 1, 2026
Bidding	October 1, 2026
Construction Start	November 17, 2026
Construction End	May 17, 2027

EEP P A

Wilson & Company proposes to complete the services described above for a Time and Material contract with a Not-to-Exceed amount of **225 250.00 e cl ing NM T 2 .69 after NM Tisa lie** . The fee estimate table below is provided for informational purposes only and is not intended to set budget limits for individual tasks or hour budgets for specific personnel on the project. However, the rates shown will be the rate allocated to each individual on the project in accordance with the rate category.

WILSON & COMPANY

Exhibit A
Man Hour Worksheet

Project T or C Pershing/Silver Waterline Improvements - Construction
Project Number

Owner: City of Truth or Consequences
Engineer: Wilson & Company, Inc., Engineers & Architects

Submittal Date: 18-May-26

This Manhour Worksheet is based upon our approved 2025-2026 Wilson & Company Rate Schedule and is provided as an estimate of overall project effort. It is not intended to

WBS	TASK/SUBTASK/DESCRIPTION	Sr. Proj. Manager	Licensed Engineer	Unlicensed Engineer III	Construction Observer	Construction Manager	Labor Hours	SUBCONSULTANT FEE	MILEAGE & MISC. EXPENSES	Task Total:
	Grade	P6	P4	P3	FC5	FC6				
		Hrs.	Hrs.	Hrs.	Hrs.	Hrs.		$	$	$
400	**TASK 400 - BIDDING SERVICES**									
401	PREBID MEETING	7	7				14		$ 448.00	$ 3,577.00
402	RESPONSE TO BIDDERS QUESTIONS (ASSUME 4 ADDENDA)	3	6	12			21			$ 3,723.00
403	BID OPENING MEETING	6	6				12		$ 448.00	$ 3,130.00
404	REVIEW AND TABULATION OF BIDS		2	5			7			$ 1,123.00
405	PREPARE RECOMMENDATION OF AWARD LETTER	1	4	2			7			$ 1,279.00
406	PREPARE CONFORMED CONSTRUCTION DOCUMENTS	2	5	5			12			$ 2,191.00
	Subtotal Hours (excl. NMGRT):	19	30	24	0	0	73	$ -	$ 896.00	$ 15,023.00
500	**TASK 500 - CONSTRUCTION ADMINISTRATION**									
501	CONSTRUCTION PROGRESS MEETINGS (ASSUME 6-MONTHS OF CONSTRUCTION)	42	21				63		$ 2,688.00	$ 17,808.00
502	SHOP DRAWINGS SUBMITTAL REVIEW (ASSUME 6-SUBMITTALS)	3	6	12			21			$ 3,723.00
503	REVIEW OF RFI'S (ASSUME 6-RFI'S)	6	6	12			24			$ 4,542.00
504	REVIEW OF CHANGE ORDER PROPOSALS (ASSUME 3 PROPOSALS)	3	6	12			21			$ 3,723.00
505	REVIEW OF PAY APPLICATIONS & SCHEDULE (ASSUME 6)	3	6	12			21			$ 3,723.00
506	SITE VISITS (OTHER THAN ON-SITE PROGRESS MEETINGS, 3-EA ONSITE)	10	10				20		$ 1,344.00	$ 5,814.00
507	FINAL COMPLETION WALK-THROUGH	7	7				14		$ 448.00	$ 3,577.00
508	AS-BUILT RECORD DRAWINGS	2	10	30			42			$ 6,936.00
	Subtotal Hours (excl. NMGRT):	83	79	85	0	0	247	$ -	$ 4,711.00	$ 54,291.00
600	**TASK 600 - CONSTRUCTION OBSERVATION**									
601	ONSITE CONSTRUCTION OBSERVATION (FULL-TIME, ASSUME 8-MONTHS)				960	48	1008		$ 4,256.00	$ 155,936.00
	Subtotal Hours (excl. NMGRT):	0	0	0	960	48	1008	$ -	$ 4,256.00	$ 155,936.00
	Total Manhours	102	109	109	960	48	1328	$ -	$ 9,863.00	
	Subtotal All Tasks (Excl. NMGRT):									**$ 225,250.00**
	NMGRT @ 8.375%									$ 18,864.69
	Total incl. NMGRT:									**$ 244,114.69**

$4,400,000

COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT

Dated

December 20, 2024

By and Between the

NEW MEXICO FINANCE AUTHORITY,

and the

CITY OF TRUTH OR CONSEQUENCES

Sierra County, New Mexico,
as Borrower/Grantee.

COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated December 20, 2024, 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 of New Mexico (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 Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended (the "Colonias Infrastructure Act" or the "Act") creates the Colonias Infrastructure Project Fund (the "Fund") in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the Colonias Infrastructure Board (the "CIB"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of the Act; and

WHEREAS, pursuant to the Act, Board Rules and the Policies, the CIB authorizes the NMFA to make loans/grants to Qualified Entities from the Fund for recommended Qualified Projects; and

WHEREAS, the Borrower/Grantee submitted an application dated March 1, 2024for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 16, 2024, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer this Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 27, 2024; and

WHEREAS, the joint utility revenues originally approved on June 27, 2024, as pledged revenues, have since then changed to now be revenues of the Borrower/Grantee received pursuant to the Tax Ordinance as discussed during the NMFA Board meeting on October 31, 2024; and

WHEREAS, the Borrower/Grantee has imposed by the Tax Ordinance a 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 constitutes the Pledged Revenues; and

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

WHEREAS, pursuant to the Board Rules and the Policies, the Borrower/Grantee will receive ten percent (10%) of its funding as a loan, in order to ensure the long-term solvency of the Fund by providing annual streams of revenue available to fund additional Qualified Projects; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee and grant a subordinate lien (but not an exclusive subordinate lien) to the NMFA on the Pledged Revenues on parity with the Parity Subordinate Obligations and subordinate to the lien on the Pledged Revenues of Senior Obligations provided that the lien on the Pledged Revenues of any future loans from the NMFA to the Borrower/Grantee pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended, shall be on a parity with this Loan/Grant; and

WHEREAS, the obligation of the Borrower/Grantee under this Agreement shall constitute a special, limited obligation of the Borrower/Grantee, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Borrower/Grantee or a charge upon the general credit or ad valorem taxing power of the Borrower/Grantee, or the State; and

WHEREAS, the execution, performance, and delivery of this Agreement have been authorized, approved, and directed by the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the CIB 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.

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

"Application" means the Colonias Infrastructure Project Fund Application for Funding dated March 1, 2024, 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, the City Manager and the City Clerk-Treasurer thereof; and with respect to the NMFA, the Chair, Vice-Chair 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 Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

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

"Colonia" or "Colonias" means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of Truth or Consequences.

"Conditions" means (1) all readiness to proceed requirements established for the Loan/Grant by the NMFA and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Section 2.1(p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies; and (5) the plans and specifications for the Project have been approved by all entities required by the CIB or the NMFA in their sole discretion to approve such plans and specifications.

"Department of Finance and Administration" or "DFA" means the department of finance and administration of the State.

"Eligible Fiscal Agent Fees" means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

"Eligible Items" means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees, and Eligible Project Management Fees.

"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 and those directly associated with the Qualified Project in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

"Eligible Project Management Fees" means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project in an amount up to ten percent (10%) of the Loan/Grant Amount.

"Event of Default" means one or more events of default as defined in Section 9.1 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 4.4 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 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 NMFA establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the City Commission of the Borrower/Grantee, or any future 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 equal 90% of the amount disbursed during the Interim Period not to exceed three million nine hundred sixty thousand dollars ($3,960,000).

"Hardship Waiver" means a determination by the NMFA pursuant to Section 4.1(a)(ii) 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 Loan/Grant 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 "C" 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 "C".

"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 4.4 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.

"Loan" or "Loan Amount" means 10% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project and shall not equal more than four hundred forty thousand dollars ($440,000).

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period partially 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 four million four hundred thousand dollars ($4,400,000).

"Loan Payments" means, collectively, the Principal Component and interest, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "C" hereto.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is four hundred forty thousand dollars ($440,000).

"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 Subordinate 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 parity with this Agreement and subordinate to Senior Obligations, as shown on the Term Sheet.

"Pledged Revenues" means the revenues received by the Borrower/Grantee pursuant to the Tax Ordinance which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

"Policies" means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

"Political Subdivision of the State" means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "C" attached hereto.

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

"Project Account" means the book account, if any, 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, which shall be kept separate and apart from all other accounts of the NMFA.

"Qualified Entity" means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

"Qualified Project" means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

"Resolution" means the Borrower/Grantee Resolution No. 21 24/25 adopted by the Governing Body on November 13, 2024, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

"Senior Obligations" means the senior obligations now outstanding or hereafter issued with a superior lien on the Pledged Revenues to Parity Subordinate Obligations, and meeting the requirements of this Agreement applicable to the issuance of Senior Obligations, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Tax Ordinance" means the Borrower/Grantee's Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to this Agreement and the Resolution, as described in the Term Sheet.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is twenty (20) years.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE BORROWER/GRANTEE

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.

(b) Authorization of Agreement. The Borrower/Grantee is a Qualified 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) 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, the Colonia and the public the Borrower/Grantee serves.

(d) Useful Life. The Agreement Term is not greater than the Useful Life of the Project, and in any event shall not exceed twenty (20) years.

(e) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the proceeds of the Loan/Grant Amount shall be distributed pro rata as the 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 Local Match and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(f) 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.

(g) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Payments as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 4.1(a)(ii) of this Agreement. The Loan Payments 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 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.

(h) 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.

(i) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for 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 that has been repaid, or provision made for payment thereof, 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.

(j) 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.

(k) Agency Approval. 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.

(l) 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 or 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.

(m) Pledged Revenues Not Budgeted. 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 future Project-related expenses of the Borrower/Grantee.

(n) 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 of the State, 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 CIB and NMFA.

(o) Budgeting of Pledged Revenues. 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.

(p) 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 Loan/Grant Agreement is outstanding ; provided, however, that if the Project is a joint project of the Borrower/Grantee and other Qualified Entities (as defined by the Act), the Borrower/Grantee and the other Qualified 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 NMFA shall have the power to enforce the terms of this Agreement, without qualification, as to each and every Qualified 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.

(q) 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.

(r) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, 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.

(s) Records and Reporting. The Borrower/Grantee shall maintain financial records in accordance with Generally Accepted Accounting Principles throughout the Agreement Term, and in the event that the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14 does not apply, conduct an audit of the Project's financial records if requested by the CIB or the NMFA and provide any and all other information and access to the Project as requested by the CIB or the NMFA.

(t) Acquisition and Completion. The Borrower/Grantee shall proceed expeditiously to complete the Project and shall commence the Project in a commercially reasonable timeframe following the Closing Date. Further, 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 in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition, operation, maintenance and completion of the Project and use of the Loan/Grant proceeds. 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 all entities required by the CIB or NMFA in their sole discretion to approve such plans and specifications prior to 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.

(u) Use of Loan/Grant Proceeds for Construction; Other Qualified Entities 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, installed, located, completed or extended on real property owned by a Qualified 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 Qualified Entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, installed, located, completed or extended on such real property), which written agreement shall be subject to approval by the NMFA and shall include an express statement by such other Qualified Entity that the NMFA is a third party beneficiary of such written agreement.

(v) Local Match. The Local Match is legally available for the Project, has been applied or set aside by the Borrower/Grantee solely for the purposes of the Project and sufficient evidence of the Local Match, as provided by the Borrower/Grantee's Resolution No. 33 23/24 adopted on February 14, 2024, has been provided and will be continued to be provided as part of the Borrower/Grantee's quarterly reporting as outlined in Section 7.1 and as otherwise requested by the NMFA.

(w) 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, and upon request, provide the NMFA with 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.

(x) Executive Order 2013-006 Requirements. The Borrower/Grantee has and will meet the requirements of Executive Order 2013-006 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 CIB.

(y) Additional Debt. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenues that is senior to or on parity with this Agreement, the Borrower/Grantee will seek the written consent of the NMFA, which consent will not be unreasonably withheld. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenue subordinate to this Agreement or a lien on any revenues of the Borrower/Grantee other than the Pledged Revenues, the Borrower/Grantee will notify the NMFA in writing of such indebtedness.

(z) 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.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: (a) submission and acceptance of a completed Form of Certificate of Completion, Exhibit "D", and repayment of the Loan Amount and interest or (b) the exercise by the NMFA to terminate the Agreement pursuant to an Event of Default as outlined in Section IX of this Agreement.

ARTICLE IV
LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS

Section 4.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the NMFA, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "C" of this Agreement. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

(i) Subordinate Nature of Loan Amount Obligation. The obligation of the Borrower/Grantee to make the Loan Payments shall be subordinate to all Senior Obligations secured by the Pledged Revenues and shall be on parity with any Parity Subordinate Obligations existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues. The obligation of the Borrower/Grantee to make the Loan Payments shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the NMFA pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended.

(ii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, if a Borrower/Grantee has encountered an unforeseeable hardship, the Borrower/Grantee may apply in writing on or before April 1st to the NMFA for forgiveness of the annual Loan Payment coming due on June 1 of the same year. The Borrower/Grantee shall submit its application to the NMFA for a determination by the NMFA, in cooperation with DFA, and shall submit sufficient documentation of the existence of the

unforeseeable hardship as is reasonably required by the NMFA, in cooperation with DFA, to make a determination. The Borrower/Grantee shall promptly respond to additional requests for information from the NMFA or DFA. Such application for a Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. The NMFA shall communicate the decision to the Borrower/Grantee in writing. In the event of a determination of unforeseeable hardship, the Loan Payment otherwise due on June 1 of that year shall be forgiven. If no unforeseeable hardship is found to exist, the Loan Payment shall remain outstanding and due and payable in accordance with the terms of this Agreement.

(iii) 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 CIB, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

(b) Grant to the Borrower/Grantee. The CIB has granted to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the NMFA and the CIB an amount equal to the Grant Amount subject to the terms of this Agreement.

(c) Project Account. The NMFA may 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.

Section 4.2 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the NMFA may be invested by the NMFA for the credit of the Fund.

Section 4.3 Loan/Grant Amount Does Not Exceed Total Cost. The sum of the Grant Amount, the Loan Amount, and the Local Match (and as set forth on the Term Sheet) does not exceed the cost of the Project, which, along with other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project.

Section 4.4 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 resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

ARTICLE V
LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS

Section 5.1 Conditions Precedent to Disbursement of Loan/Grant Amount. Prior to the payment of any requisition of the Loan/Grant Amount or any portion thereof by the NMFA from the Fund, the following conditions shall be satisfied:

(a) The NMFA shall have determined that the Borrower/Grantee has met the Conditions established for the Loan/Grant; and

(b) Prior to disbursement of any portion of the Loan/Grant Amount for installation or construction, the plans and specifications for the Project shall have been approved by all entities required by the CIB or the NMFA in their sole discretion to approve such plans and specifications and 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, easements, rights of way, or permits on the real property upon or through which the Project is to be [designed] installed, constructed, located, completed or extended; and

(c) The Borrower/Grantee shall be in compliance with the provisions of this Agreement; and

(d) No Event of Default has occurred; and

(e) The Borrower/Grantee shall have provided any other information requested by the NMFA in its absolute discretion including documentation sufficient to make 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.

Section 5.2 Accounting for Amounts Credited to the Project Account. So long as Section 5.1 has been complied with and all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of all plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "B" 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, installation, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall seek funds sufficient to satisfy the request and, upon receipt of those funds disburse from the Fund, amounts which together are sufficient to pay the requisition in full or that portion approved by the NMFA in its sole discretion. The certification provided pursuant to this Section 5.2 in support of the requisition must be acceptable in form and substance to the NMFA. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the CIB, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 5.3 Acknowledgment and Non-liability for Funding Interruption. The Borrower/Grantee hereby acknowledges that the NMFA and the CIB may be required to seek or request funds to satisfy the request outlined in Section 5.2 from an agency, instrumentality or other Political Subdivision of the State and that the NMFA and the CIB may have no control or authority over those entities. The Borrower/Grantee hereby agrees to waive on behalf of itself and indemnify and hold the NMFA and the CIB harmless from any and all third party claims, liability or damage that may or could be caused as a result of a delay or denial of funds related to or arising from the procedure described above or any other mechanism necessary or required to request, secure or process funds.

Section 5.4 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Fund, of the Loan/Grant Amount, or any portion thereof,

without the approval of the NMFA to reimburse any expenditure made prior to the approval date of the award by the NMFA Board.

Section 5.5 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, that the Project has been completed. No portion of the Loan/Grant Amount shall be disbursed after the expiration of the Interim Period.

Section 5.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Amount; Termination of Pledge. Upon the first to occur of either (a) completion of the disbursement of the Loan/Grant Amount as signified by delivery of the completion certificate contemplated in Section 5.5 hereof; or (b) the earlier expiration of the time allowed for disbursements of Loan/Grant funds as provided in Section 5.5 hereof, the NMFA shall transfer the amounts remaining on deposit in the Project Account, if any, to such other fund permitted by law. Upon such entry, the pledge of the Project Account, if any, established in this Agreement shall terminate.

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 other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Senior Obligations and Parity Subordinate Obligations, the Borrower/Grantee does hereby grant a security interest in and a subordinate lien (but not an exclusive subordinate lien) on the Pledged Revenues on parity with the Parity Subordinate Obligations and subordinate to the lien on the Pledged Revenues of the Senior Obligations 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 other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all Senior Obligations pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (provided 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 NMFA pursuant to the Act or the Water Project Finance 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 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 at the time and in the manner contemplated by this Agreement, 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 disbursal 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 "C". 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 "C".

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 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 Colonias Infrastructure 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 Colonias Infrastructure Project Fund.

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the NMFA in annual installments of principal payable on June 1 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 10.1 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 NMFA's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee, the NMFA agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the NMFA no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
ADMINISTRATION

Section 7.1 Borrower/Grantee Reporting to the NMFA. The Borrower/Grantee shall provide the NMFA with a quarterly written report substantially in the form of Exhibit "D" attached hereto, or other report format as designated by the NMFA, and signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on March 31, 2025, 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. 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, and (c) a description of the percentage of completion of the Project.

Section 7.2 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Upon the completion of the Project as signified by delivery of the completion certificate required by Section 5.5 hereof, the NMFA shall determine, by reference to the Project Account, if any, whether any portion of the authorized Loan/Grant Amount remains unexpended. If any of the Loan/Grant Amount remains unexpended, the funds shall be transferred by the NMFA to the appropriate account or fund in accordance with applicable law and the Borrower/Grantee shall have no right to access the funds.

Section 7.3 Further Assurances and Corrective Instruments. The NMFA 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 carrying out the intention hereof.

Section 7.4 Representatives of the NMFA or of Borrower/Grantee. 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 any of them, 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 7.5 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 7.6 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;

(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; and

(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 7.7 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 used as authorized by law.

ARTICLE VIII
INSURANCE; NON-LIABILITY OF THE NMFA AND CIB

Section 8.1 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 NMFA as additional insureds 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 Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other Qualified 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 Qualified Entity that the NMFA is a third party beneficiary of such written agreement.

Section 8.2 Non-Liability of the NMFA and the CIB.

(a) The NMFA and the CIB 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) The NMFA and the CIB 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) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA and the CIB 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 and the CIB harmless, from and to the extent of the available Pledged Revenues, 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 or the CIB, shall defend the NMFA or the CIB, as applicable, in any such action or proceeding.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

Section 9.1 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; or

(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 NMFA, unless the NMFA 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 NMFA but cannot be cured within the applicable thirty (30) day period, the NMFA 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 9.1(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 determined to be false or misleading in any material respect in the sole discretion of the NMFA; or

(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; or

(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 debt as they become due or is generally not paying its debt as such debt 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; or

(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 9.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid only from available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 9.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.4 hereof, the NMFA may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement 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 NMFA;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues;

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(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 their rights hereunder.

The Borrower/Grantee shall be responsible for reimbursing the NMFA for any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 9.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the NMFA 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 NMFA to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5 Waivers of Events of Default. The NMFA may, in its discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the NMFA 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 NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6 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 9.7 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.

ARTICLE X
MISCELLANEOUS

Section 10.1 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, to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Borrower/Grantee or the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the NMFA and the Borrower/Grantee and their respective successors and assigns, if any.

Section 10.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the NMFA and the Borrower/Grantee on the Effective 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 Effective 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 10.4 Amendments. This Agreement may be amended only with the written consent of all of the parties to this Agreement. 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 10.5 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 NMFA

or the CIB, 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, the CIB or of the NMFA is hereby expressly waived and released by the Borrower/Grantee, the CIB and the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 10.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments, 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 10.7 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 10.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Pursuant to NMSA 1978, § 6-21-26, as amended, the venue for any proceedings or any other action or procedure against the NMFA shall be in Santa Fe County.

Section 10.9 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 10.10 Application of Act and Board Rules. The NMFA 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 the Board Rules are incorporated into this Agreement by reference.

Section 10.11 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, has executed this Agreement, which was approved by the CIB on May 16, 2024, and by the NMFA's Board of Directors on June 27, 2024, in its corporate name by its duly Authorized Officer; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

NMFA:

NEW MEXICO FINANCE AUTHORITY

By Marquita R Russel
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the
New Mexico Finance Authority:

VIRTUE & NAJJAR, PC
As Loan/Grant Counsel

By: Carla Najjar
Carla R. Najjar

Approved for Execution by Officers of the
New Mexico Finance Authority:

By Susan G. Pittard
Susan G. Pittard, Associate Counsel

Doc ID: ed09cbaf671513c36b0996068c298b567ae8d397

BORROWER/GRANTEE:

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By: _____
Angela A. Torres, City Clerk-Treasurer

EXHIBIT "A"

TERM SHEET

$4,400,000 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

Project Description:	The Project is infrastructure development in accordance with the Act consisting of improvements to a water system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as the design and construction or replacement of waterlines within the Borrower/Grantee's distribution system and shall include such other related work and revisions necessary to complete the Project.
Grant Amount:	$3,960,000
Loan Amount:	$440,000
Interest Component:	0%
Pledged Revenues:	Revenues received by the Borrower/Grantee's under the Tax Ordinance, being revenues of the Borrower/Grantee's Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments
Outstanding Senior Obligations for Pledged Revenues:	None.
Outstanding Parity Subordinate Obligations for Pledged Revenues:	NMFA Loan CIF-6442
Authorizing Legislation:	Borrower/Grantee Resolution No. 21 24/25, adopted on November 13, 2024
Local Match:	$440,000, as calculated pursuant to Section 2.3 of the Policies

Closing Date: December 20, 2024

Project Account Deposit: $4,400,000

Conditions to be satisfied prior to first disbursement of the Loan/Grant Amount:
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-Treasurer 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-Treasurer 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:
Verification of complete and approved plans/specification prior to disbursement of construction funds; and all Conditions defined in the Agreement.

EXHIBIT "B"

FORM OF REQUISITION
(Colonias Infrastructure Project Fund)

RE: $4,400,000 Loan/Grant Agreement by and between the New Mexico Finance Authority and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement").

Loan/Grant No. CIF-6441 Closing Date: December 20, 2024

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

You are hereby authorized to disburse from the Project Account – City of Truth or Consequences 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: $440,000

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the NMFA pursuant to the Colonias Infrastructure 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 – City of Truth or Consequences, New Mexico. All representations contained in the Agreement, 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, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set by the Colonias Infrastructure Board ("CIB").

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 by all entities required by the CIB and the New Mexico Finance Authority in their sole discretion to approve such plans and specifications, 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: _____

EXHIBIT "C"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the NMFA in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty.

SOURCES AND USES OF FUNDS

City of Truth or Consequences
Water-Wastewater Replacement

Sources:	*Waterline Replace, CIF-6441*	*WWTP Bar Screen Replace, CIF-6442*	*Total*
Bond Proceeds:			
Par Amount	440,000.00	30,540.00	470,540.00
Other Sources of Funds:			
CIF Grant Funds	3,960,000.00	274,860.00	4,234,860.00
	4,400,000.00	305,400.00	4,705,400.00

Uses:	*Waterline Replace, CIF-6441*	*WWTP Bar Screen Replace, CIF-6442*	*Total*
Project Fund Deposits:			
Project Fund	4,400,000.00	305,400.00	4,705,400.00
	4,400,000.00	305,400.00	4,705,400.00

BOND SUMMARY STATISTICS

City of Truth or Consequences
Water-Wastewater Replacement

	Waterline Replace, CIF-6441	*WWTP Bar Screen Replace, CIF-6442*	*Aggregate*
Dated Date	12/20/2024	12/20/2024	12/20/2024
Delivery Date	12/20/2024	12/20/2024	12/20/2024
Last Maturity	06/01/2046	06/01/2046	06/01/2046
Arbitrage Yield	0.249877%	0.249877%	0.249877%
True Interest Cost (TIC)	0.249876%	0.249895%	0.249877%
Net Interest Cost (NIC)	0.250001%	0.250020%	0.250002%
All-In TIC	0.249876%	0.249895%	0.249877%
Average Coupon	0.250001%	0.250020%	0.250002%
Average Life (years)	12.065	12.065	12.065
Duration of Issue (years)	11.858	11.858	11.858
Par Amount	440,000.00	30,540.00	470,540.00
Bond Proceeds	440,000.00	30,540.00	470,540.00
Total Interest	13,271.36	921.21	14,192.57
Net Interest	13,271.36	921.21	14,192.57
Total Debt Service	453,271.36	31,461.21	484,732.57
Maximum Annual Debt Service	22,664.00	1,573.60	24,237.42
Average Annual Debt Service	21,134.27	1,466.91	22,601.18
Underwriter's Fees (per $1000)			
Average Takedown			
Other Fee			
Total Underwriter's Discount			
Bid Price	100.000000	100.000000	100.000000

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*
Loan Component	470,540.00	100.000	0.250%	12.065
	470,540.00			12.065

BOND SUMMARY STATISTICS

City of Truth or Consequences
Water-Wastewater Replacement

	TIC	All-In TIC	Arbitrage Yield
Par Value	470,540.00	470,540.00	470,540.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	470,540.00	470,540.00	470,540.00
Target Date	12/20/2024	12/20/2024	12/20/2024
Yield	0.249877%	0.249877%	0.249877%

BOND DEBT SERVICE

City of Truth or Consequences
Water-Wastewater Replacement

Period Ending	Principal	Coupon	Interest	Debt Service
06/01/2027	21,358	0.250%	2,878.79	24,236.79
06/01/2028	23,113	0.250%	1,122.96	24,235.96
06/01/2029	23,171	0.250%	1,065.18	24,236.18
06/01/2030	23,230	0.250%	1,007.26	24,237.26
06/01/2031	23,288	0.250%	949.16	24,237.16
06/01/2032	23,345	0.250%	890.94	24,235.94
06/01/2033	23,404	0.250%	832.60	24,236.60
06/01/2034	23,463	0.250%	774.08	24,237.08
06/01/2035	23,522	0.250%	715.42	24,237.42
06/01/2036	23,580	0.250%	656.62	24,236.62
06/01/2037	23,639	0.250%	597.68	24,236.68
06/01/2038	23,698	0.250%	538.58	24,236.58
06/01/2039	23,757	0.250%	479.34	24,236.34
06/01/2040	23,817	0.250%	419.94	24,236.94
06/01/2041	23,877	0.250%	360.40	24,237.40
06/01/2042	23,936	0.250%	300.70	24,236.70
06/01/2043	23,995	0.250%	240.86	24,235.86
06/01/2044	24,055	0.250%	180.88	24,235.88
06/01/2045	24,116	0.250%	120.74	24,236.74
06/01/2046	24,176	0.250%	60.44	24,236.44
	470,540		14,192.57	484,732.57

DETAILED BOND DEBT SERVICE

City of Truth or Consequences
Waterline Replace, CIF-6441

Loan Component (LOAN)

Period Ending	Principal	Coupon	Interest	Debt Service
06/01/2027	19,972	0.250%	2,691.94	22,663.94
06/01/2028	21,613	0.250%	1,050.08	22,663.08
06/01/2029	21,667	0.250%	996.04	22,663.04
06/01/2030	21,722	0.250%	941.88	22,663.88
06/01/2031	21,776	0.250%	887.56	22,663.56
06/01/2032	21,830	0.250%	833.12	22,663.12
06/01/2033	21,885	0.250%	778.56	22,663.56
06/01/2034	21,940	0.250%	723.84	22,663.84
06/01/2035	21,995	0.250%	668.98	22,663.98
06/01/2036	22,050	0.250%	614.00	22,664.00
06/01/2037	22,105	0.250%	558.88	22,663.88
06/01/2038	22,160	0.250%	503.62	22,663.62
06/01/2039	22,215	0.250%	448.22	22,663.22
06/01/2040	22,271	0.250%	392.68	22,663.68
06/01/2041	22,327	0.250%	337.00	22,664.00
06/01/2042	22,382	0.250%	281.18	22,663.18
06/01/2043	22,438	0.250%	225.22	22,663.22
06/01/2044	22,494	0.250%	169.14	22,663.14
06/01/2045	22,551	0.250%	112.90	22,663.90
06/01/2046	22,607	0.250%	56.52	22,663.52
	440,000		13,271.36	453,271.36

UNIVERSAL BOND SOLUTION

City of Truth or Consequences
Water-Wastewater Replacement
Universal Bond Solution Component

Period Ending	Proposed Principal	Proposed Debt Service	Existing Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
06/01/2025					247,412	247,412	
06/01/2026					247,412	247,412	
06/01/2027	21,358	24,237	90,633	114,870	247,412	132,542	215.38%
06/01/2028	23,113	24,236	83,800	108,036	247,412	139,376	229.01%
06/01/2029	23,171	24,236	83,600	107,836	247,412	139,576	229.43%
06/01/2030	23,230	24,237	83,400	107,637	247,412	139,775	229.86%
06/01/2031	23,288	24,237	83,200	107,437	247,412	139,975	230.29%
06/01/2032	23,345	24,236	83,000	107,236	247,412	140,176	230.72%
06/01/2033	23,404	24,237	82,800	107,037	247,412	140,375	231.15%
06/01/2034	23,463	24,237	82,600	106,837	247,412	140,575	231.58%
06/01/2035	23,522	24,237	82,400	106,637	247,412	140,775	232.01%
06/01/2036	23,580	24,237	82,200	106,437	247,412	140,975	232.45%
06/01/2037	23,639	24,237	82,000	106,237	247,412	141,175	232.89%
06/01/2038	23,698	24,237	81,800	106,037	247,412	141,375	233.33%
06/01/2039	23,757	24,236	81,600	105,836	247,412	141,576	233.77%
06/01/2040	23,817	24,237	81,400	105,637	247,412	141,775	234.21%
06/01/2041	23,877	24,237	81,200	105,437	247,412	141,975	234.65%
06/01/2042	23,936	24,237	81,000	105,237	247,412	142,175	235.10%
06/01/2043	23,995	24,236	80,800	105,036	247,412	142,376	235.55%
06/01/2044	24,055	24,236	80,600	104,836	247,412	142,576	236.00%
06/01/2045	24,116	24,237	80,400	104,637	247,412	142,775	236.45%
06/01/2046	24,176	24,236	80,200	104,436	247,412	142,976	236.90%
	470,540	484,733	1,648,633	2,133,366	5,443,064	3,309,698	

EXHIBIT "D"

COLONIAS INFRASTRUCTURE PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: City of Truth or Consequences **Contact Name:** **Title:** **Email Address:**	**Project Number:** CIF-6441 **Project Name:** T or C Waterline Replacement **Project Type:** Water Infrastructure Project - Design and construct

Reporting Period: From _____ **To** _____

☐ Quarterly Project Report: ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th

☐ Final Project Report ☐ Other _____

CIF Funding Expiration: _____

Total CIF Award: $4,400,000 **Current Balance:** $_____

Loan 90% Grant 10% Match $440,000

Expected CIF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter $**_____

Project Phase: ☐ Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐ **Yes** ☐ **No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer PRINT NAME: _____

PRINT TITLE: _____

SIGNATURE: **Date:**

**All fields must be completed*

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $4,400,000 Loan/Grant Agreement by and between the NMFA and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. CIF-6441

Closing Date: December 20, 2024

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the 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. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the 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 24/25 adopted by the Borrower/Grantee on July 10, 2024

2. Resolution No. 21 24/25 adopted on November 13, 2024, Notice of Meeting, Meeting Agenda, 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 Borrower/Grantee

7. Final Opinion of Counsel for the Borrower/Grantee

8. Approving Opinion of Virtue & Najjar, PC, Loan/Grant Counsel to the NMFA

9. NMFA Application and Project Approval (informational only)

WILSON & COMPANY
HIGHER RELATIONSHIPS

4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

May 18, 2026

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

Re: Colonias CIF-6441-Pershing/Silver Waterline Improvements–Design Services Proposal

Ms. Alvarez,

Thank you for reaching out to Wilson & Company, Inc., Engineers & Architects (Wilson & Company) for interest in Design Services of Pershing/Silver Waterline Project, for the City's remaining of approximately $1.9 million funding of the Colonias Infrastructure Project Funding CIF-6441 of $4,400,000.00. We have prepared the attached scope of service and fee proposal for your consideration. This scope of service includes Design services as requested. The Bidding, Construction Administration, and Inspections Services is provided in a separate proposal.

If this proposal is acceptable, we will work with you to issue Task Order 10 to the existing 2024 On-Call contract that is in place.

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

Sincerely,

WILSON & COMPANY

Brian McBride, PE
Vice President, Water/Wastewater

WILSON & COMPANY



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

WILSON &COMPANY

City of Truth or Consequences

Pershing/Silver Waterline Improvements–Design Services

Scope and Fee Proposal

Table of Contents

Introduction 1
Scope of Services 1
Background 1
Task 100 – Project Management 2
Subtask 101 – Project Work Plan and Setup 2
Subtask 102 – Kick-off Meeting 2
Subtask 103 – Design Progress meetings 2
Subtask 104 – Project Administration 2
Task 200 – Pre-Engineering 2
Subtask 201 – Survey and Base Mapping 2
Task 300 – Engineering Design 4
Subtask 301 – Plan Production 4
Subtask 302 – Technical Specifications 5
Subtask 303 – Engineers Cost Estimate 5
Subtask 304 – QA/QC Review 5
Scope-Limiting Assumptions 5
Preliminary Project Milestone Schedule 6
Fee Proposal 6

City of Truth or Consequences

Pershing/Silver Waterline Improvements–Design Services

Scope and Fee Proposal

INTRODUCTION

The City of Truth or Consequences (City) completed the bidding and award of the Shovel Ready Project 1 under the available funding. The City plans to utilize the remaining $1.9 million of the Colonias Infrastructure Project Funding CIF-6441 of $4.4 million to continue to complete their waterline improvements. The project will utilize the remaining $1.9 million of funding for engineering design, construction administration, inspection services, and construction of approximately 5,200-LF of waterline replacement on Pershing and Silver Streets.

SCOPE OF SERVICES

BACKGROUND

The scope of services and schedule that Wilson & Company proposes to provide the Design to complete the 5,200-LF of waterline replacement on Pershing and Silver Streets. The Design will be for the 5,200-LF of waterline replacement on Pershing Street form the high school to 9th Street and on Silver Street from 8th Street to 3rd Street. Note that the funding may only be able to construct 3,400-LF of waterline replacement. Wilson & Company will set up the contract documents with additive alternates to install as much of the waterline replacements with the available funding.

The Pershing Street 10-inch waterline will improve the city's flow of water and provide redundancy water delivery. This improvement will provide additional fire flow of 1,300 gpm along Date Street south of the roundabout. This will replace the need to make major waterline improvement within the NMDOT along Date Street in the future. The Silver 10-inch waterline will complete the loop of newly installed or to be installed waterline on 8th and Silver Streets to the 3rd and 2nd Streets. This will provide reliable and redundant water distribution to the south of 3rd Street, including the Mian Street District area.

This scope and fee of service will be through the Colonias Infrastructure Project Funding CIF-6441 through the City's 2024 On-Call task order #10. The Bidding, Construction Administration, and Inspections Services will be completed under a separate Task Order.

TASK 100 – PROJECT MANAGEMENT

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

Subtask 101 – Project Work Plan and Setup

Wilson & Company will develop a project management plan and schedule for distribution to team members as the guidance to complete this project. Along with the completion of the project set-up.

Subtask 102 – Kick-off Meeting

Wilson & Company Senior Project Manager will schedule and hold a project kick-off to discuss the engineering approach of the design, introduce team members, present the schedule, and contract requirements.

Subtask 103 – Design Progress meetings

Wilson & Company will hold sixteen (16) progress meetings monthly throughout the project and provide an updated Microsoft Project schedule detailing the tasks completed with tasks next to be completed, helping progress the projects in a clear and deliberate manner. Progress reports will provide the project team members with updates on task completion, anticipated tasks, and schedule updates.

Subtask 104 – Project Administration

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

TASK 200 – PRE-ENGINEERING

Subtask 201 – Survey and Base Mapping

This task is for survey and base mapping for the proposed sewer main alignments. The goal of this phase is to create a base map of the existing surface features and topography. Wilson & Company will conduct a field survey for the proposed improvements. The survey will be performed to establish project control and verify benchmarks. This scope item will include a field survey to collect existing surface topography and define pertinent surface features. Right-of-way information, mapping, and monument locations are provided for planning and design reference

only and do not constitute a boundary survey, title opinion, or legal determination of property ownership or easement rights. Verification of legal right-of-way limits and property interests is the responsibility of the Owner.

- Control Survey – Our approach on this project will be establishing a primary control network that will serve as the backbone of all surveying, mapping and right of way information. The intent is to build upon the geospatial information in each phase of the project (planning, preliminary design & final design) with maintaining consistent correct geo-referencing. Wilson & Company has recently established primary control points throughout T or C for a comprehensive mapping project. We will set additional control monuments to support this project. to be utilized for planning, design and construction phases utilizing GPS methods. Control will be referenced to NAD 83, NAVD 88 datums.
- Location Survey – The location survey will include the roadway corridors within the project limits. Mapping width will be approximately 65'. The location survey will include specific existing features:
    - Existing visible utilities
    - Existing utilities as identified by NM 811
    - Sanitary Sewer Manholes located identifying rim elevation, invert elevations, pipe diameters and directions
- Utilize existing Digital Aerial Photography & LiDAR completed under previous project – The existing aerial photography will be used to identify and digitize all 1" = 50' scale planimetric and DTM features. LiDAR will be used to supplement the photogrammetric DTM mapping, to develop the 1-foot contour surface for the terrain. Photogrammetric planimetric/DTM features, Lidar DTM surface and field collected location survey data will be integrated into a single comprehensive mapping product.
- Existing Right-of-Way Determination – Development of the existing right of way limits is a key component to this project. Wilson & Company will research Sierra County records to obtain existing right of way maps and any survey plats, maps, deeds, easements, or any documents that will help us determine the existing right-of-way of each roadway corridor. We will also research private parcels for any easements where the Sanitary Sewer line may cross. Our field crews will locate existing right-of-way monuments and property corners within the project areas to help us analyze the existing right of ways. An existing right-of-way base map will be developed depicting the existing extents.

TASK 300 – ENGINEERING DESIGN

For this task Wilson & Company will develop one comprehensive design package for the proposed improvements. The deliverables will be 30%, 60%, and 90% complete design construction package for agency review. The final construction package will be completed by incorporation the funding agency and client comments. It will include the following subtasks:

Subtask 301 – Plan Production

Using the information completed by survey, under this subtask Wilson & Company will develop the design for the proposed improvements.

The 30% preliminary design will include recommended materials and identify potentially difficult installation areas with a preliminary alignment for the City's approval. The information developed in the preliminary design subtask will be summarized in a progress meeting for review and input by the client.

Wilson & Company will then develop a set of 60% design plans, advancing the design with detailed grading, profiles, and cross-sections for the water infrastructure. We will incorporate standard details for the water infrastructure and appurtenances to demonstrate the full scope of the design in the construction drawings. We will package standard contract documents and begin the process of conforming the standard documents to meet the needs of the project. Technical specifications will be identified in a table of contents for review to ensure that the specification packages cover all involved technical elements. At 60% design, we will provide more specific construction line items and respective costs based on the developing details of the design. All substantial comments and revisions will be completed at this phase. Any substantive changes after this phase may require a change order.

Wilson & Company will then develop a set of 90% design plans which include a refined design with all complete design elements. It will consist of plan sheets, a summary of quantities, plans, profiles, and with standard details and project specific. Contract documents will be conformed to the project and include final drafts of bid forms, advertisements for bids, and forms to achieve a complete construction contract.

Wilson & Company will compile the input on the 90% design received from the client, and pertinent utilities and modify the 90% design to develop the final construction plans. The final construction plans will be sealed by a Professional Engineer licensed to practice in New Mexico.

Subtask 302 – Technical Specifications

This subtask involves preparation of construction project manual, including the Front-End documents in EJCDC format to meet the construction funding agency requirements and Supplemental Technical Specifications for all project-specific equipment, instrumentation, and other construction elements not otherwise covered in standard technical specifications. The final construction documents will be reviewed by the city funding agency, then sealed by a Wilson & Company New Mexico Licensed Engineer.

Subtask 303 – Engineers Cost Estimate

Wilson & Company will prepare an Engineers Construction Cost Estimate at the final submittal milestone.

Subtask 304 – QA/QC Review

Wilson & Company will conduct Quality Assurance and Quality Control (QA/QC) reviews of all milestone submittal documents through the course of design. The QA/QC reviews are intended to verify that the design is consistent with the concept of the scope of this project, back check that information portrayed in the drawings and technical specifications is consistent across documents and matches the basis of design memos, calculations, and design criteria, and Client, regulatory authority, and internal comments have been documented and addressed prior to subsequent submittals.

SCOPE-LIMITING ASSUMPTIONS

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

- Any items not specifically included within the scope of this proposal are excluded.
- Wilson & Company does not supervise, direct, or control construction means, methods, techniques, sequences, procedures, or safety programs.
- Wilson & Company is not responsible for unforeseen subsurface conditions, utility conflicts, unknown site conditions, or discrepancies between record documents and actual field conditions.
- Contractor scheduling, labor productivity, cost control, and construction performance are the responsibility of the Contractor.

- Project schedule assumes timely Owner decisions, reviews, and third-party agency actions. Delays outside Wilson & Company's control may require scope and fee adjustments.

PRELIMINARY PROJECT MILESTONE SCHEDULE

For this project, the following milestone schedule is proposed:

Notice-to-Proceed:	June 1, 2026
Final Design Submittal	September 15. 2026

FEE PROPOSAL

Wilson & Company proposes to complete the services described above for a Lump Sum contract amount of **$178,918.56 excluding NMGRT, $193,902.99 after NMGRT is applied**. The fee estimate table below is provided for informational purposes only and is not intended to set budget limits for individual tasks or hour budgets for specific personnel on the project. However, the rates shown will be the rate allocated to each individual on the project in accordance with the rate category.

WILSON & COMPANY

Exhibit A
Man Hour Worksheet

Project T or C Pershing/Silver Waterline Improvements - Design
Project Number

Owner: City of Truth or Consequences
Engineer: Wilson & Company, Inc., Engineers & Architects

Submittal Date: 18-May-26

This Manhour Worksheet is based upon our approved 2025-2026 Wilson & Company Rate Schedule and is provided as an estimate of overall project effort. It is not intended to be used as a basis for rate limits or task budgeting beyond what

WBS	TASK/SUBTASK/DESCRIPTION	Sr. Proj. Manager	Licensed Engineer	Unlicensed Engineer III	Unlicensed Engineer II	CADD Manager	Chief Surveyor	Party Chief	Rodman	CADD Technician I	GEOSPATIAL ANALYST / PHOTOGRAMMETRIST	GEOSPATIAL ANALYST / PHOTOGRAMMETRIST	Labor Hours	SUBCONSULTANT FEE	MILEAGE & MISC. EXPENSES	Task Total:
	Grade	P6	P4	P3	P2	OD5	FS5	FC4	FC2	OD1	OP4	OP5				
		Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.		$	$	$
100	**TASK 100 - PROJECT MANAGEMENT**															
101	PROJECT WORK PLAN AND SETUP	6	3										9			$ 2,160.00
102	KICKOFF MEETING	2	2	2	2	2	1					1	12			$ 2,026.61
103	DESIGN PROGRESS MEETINGS (1-HR DURATION, BI-WEEKLY)	3	3	6	6								18			$ 3,093.00
104	PROJECT ADMINISTRATION	20											20			$ 5,460.00
	Subtotal Hours (excl. NMGRT):	31	8	8	8	2	1	0	0	0	0	1	59	$ -	$ -	$ 12,739.61
													0			$ -
													0			$ -
200	**TASK 200 - PRE-ENGINEERING - NOT USED**															
201	SURVEY & AERIAL PHOTOGRAPHY PLANAMETRICS						80	80	80	24	45	35	344		$ 3,200.00	$ 43,379.90
	Subtotal Hours (excl. NMGRT):	0	0	0	0	0	80	80	80	24	45	35	344	$ -	$ 3,200.00	$ 43,379.90
300	**TASK 300 - ENGINEERING DESIGN**															
301	PLAN PRODUCTION	40	30	50	460	60							640			$ 94,874.16
302	TECHINCAL SPECIFICATIONS	10	20	40									70			$ 12,410.00
303	ENGINEERS COST ESTIMATE	5	10	20									35			$ 6,205.00
304	QA/QC REVIEW	8	8	16	16	8							56			$ 9,309.89
	Subtotal Hours (excl. NMGRT):	63	68	126	476	68	0	0	0	0	0	0	801.00	$ -	$ -	$ 122,799.05
	Total Manhours	94	76	134	484	70	81	80	80	24	45	36	1204	$ -	$ 3,200.00	
	Subtotal All Tasks (Excl. NMGRT):															**$ 178,918.56**
	NMGRT @ 8.375%															$ 14,984.43
	Total incl. NMGRT:															**$ 193,902.99**

PROFESSIONAL MULTIPLE ON CALL ENGINEER AND ARCHITECT SERVICES

CONTRACT #2024-09-001

THIS AGREEMENT is made and entered into by and between City, hereinafter referred to as the "City " and **Wilson & Company, Inc., Architects & Engineers**, (Contractor), hereinafter referred to as the "Engineer and Architect", and is effective as of the date set forth below upon which it is executed by the Mayor, Mayor Pro-Tem and Board of City Commissioners.

WHEREAS, the City issued a Request for Proposals (RFP) to provide On-Call Engineer and Architect Services under RFP NO. 23-24-005; and

WHEREAS, the Engineer and Architect submitted its original proposal and was selected under RFP NO. 23-24-005; and

WHEREAS, the City desires to engage the Engineer and Architect to render certain Engineer and Architect services, as needed, and the Engineer and Architect is willing to provide such services and to enter into this Master Professional Engineer and Architect Design Services Agreement; and

WHEREAS, this Master Agreement including all Exhibits and any subsequently awarded Task Orders for Professional Services form the Contract Documents and are all as fully a part of the Contract as if attached to this Agreement; and

WHEREAS, the Engineer and Architect was selected to provide and perform such Engineer and Architect Services as provided for within this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Engineer and Architect hereby agrees to perform professional Engineer and Architect Design services relevant to each project assigned in accordance with the terms and conditions set forth herein.

Individual project assignments will be made by Task Orders, which are individual amendments to this contract and outline the scope of work, period of performance and compensation.

The City agrees to compensate the Engineer and Architect as set forth in Article 2 of this Agreement.

2. **Compensation.**

A. The City shall pay the Engineer and Architect in full payment for services satisfactorily performed under the individual Task Orders based on the schedule of payments contained in the individual task order. In no event will the Engineer and Architect be paid any amount in excess of the specified total amount payable in the individual task order without the task order being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Article 1, Scope of Work.

C. Engineer and Architect must submit a detailed statement accounting for all services performed, as specified in the individual task order. If the City finds that the services are not acceptable, within 15 days after the date of receipt of written notice from the Engineer and Architect that payment is requested, it shall provide the Engineer and Architect a letter of exception explaining the defect or objection to the services, and outlining steps the Engineer and Architect may take to provide remedial action. The City will continue to pay Engineer and Architect for any undisputed amounts pursuant to Article 2(A). Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Engineer and Architect within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Engineer and Architect 's sole responsibility and shall be reported under the Engineer and Architect Federal and State tax identification number(s).

3. **Term.**

This Agreement is for one (1) year from the date of approval by the City of T or C, Mayor, Mayor Pro-Tem and Board of City Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to Article 4 (Termination for Convenience), Article 5 (Termination for Cause), or Article 6 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination For Convenience.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City 's sole liability upon such termination shall be to pay for acceptable work ordered and performed prior to the Engineer and Architect 's receipt of the notice of termination, if the City is the terminating party, or the Engineer and Architect 's sending of the notice of termination, if the Engineer and Architect is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or

breaches of this Agreement. The Engineer and Architect shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Engineer and Architect if the Engineer and Architect becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Engineer and Architect or any of its officers or employees is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY 'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENGINEER AND ARCHITECT'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Engineer and Architect of notice of termination of this Agreement, the Engineer and Architect shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City ; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Engineer and Architect with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. <u>Termination For Cause.</u>

A. City may by written notice terminate this Agreement in whole or in part for Engineer and Architect 's default if the Engineer and Architect fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, City may otherwise secure the materials, supplies or services ordered, and Engineer and Architect shall be liable for damages suffered by City thereby, including incidental and consequential damages. If after notice of termination, City determines Engineer and Architect w a s not in default, or if Engineer and Architect 's default is due to failure of City, termination shall be deemed for the convenience of City. The rights and remedies of City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement as used in this paragraph, the word "Engineer and Architect" includes Engineer and Architect 's sub-suppliers at any tier.

B. In the event a termination for cause notice is issued by the City , the Engineer and Architect shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City ; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Engineer and Architect with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City Commissioners for the performance of each task order assigned under this Agreement. If sufficient appropriations and authorization are not made by the Board of City Commissioners, this Agreement shall terminate immediately upon written notice being given by the City to the Engineer and Architect. The City 's decision as to whether sufficient appropriations are available shall be accepted by the Engineer and Architect and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Engineer and Architect shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Engineer and Architect.**

The Engineer and Architect and its employees are independent Engineer and Architects performing professional services for the City and are not employees of the City of T or C. The Engineer and Architect and its employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of T or C as a result of this Agreement. The Engineer and Architect acknowledges that all sums received hereunder are reportable by the Engineer and Architect for tax purposes, including without limitation, self-employment and business income tax. The Engineer and Architect agrees not to purport to bind the City of T or C unless the Engineer and Architect has express written authority to do so, and then only within the strict limits of that authority.

8. **Assignment.**

The Engineer and Architect shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. **Subcontracting.**

The Engineer and Architect shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. Subcontractors listed in an approved task order constitute approval of the City. No such subcontract shall relieve the Engineer and Architect from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the Engineer and Architect is solely responsible for fulfillment of this Agreement.

10. **Release.**

Final payment of the amounts due under each task order issued under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of T or C from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Engineer and Architect in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Engineer and Architect without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Engineer and Architect under this Agreement shall become the property of the City of T or C and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Engineer and Architect under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Engineer and Architect.

13. Conflict of Interest; Governmental Conduct Act.

A. The Engineer and Architect represents and acknowledges that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Engineer and Architect further represents and acknowledges that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Engineer and Architect specifically represents and acknowledges that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Engineer and Architect does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City 's contracting process.

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Engineer and Architect is not a public officer or employee of the City ; (ii) the Engineer and Architect is not a member of the family of a public officer or employee of the City ; (iii) the Engineer and Architect is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Engineer and Architect is a public officer or employee of the City , a member of the family of a public officer or employee of the City , or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Engineer and Architect is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Engineer and Architect is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City 's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Engineer and Architect has not directly participated in the preparation of specifications, qualifications or evaluation

criteria for this Agreement, or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Engineer and Architect has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Engineer and Architect 's representations and acknowledgements in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Engineer and Architect shall provide immediate written notice to the City if, at any time during the term of this Agreement, Engineer and Architect learns that Engineer and Architect 's representations and acknowledgements in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Engineer and Architect 's representations and acknowledgements in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

14. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. Executed task orders are amendments to this agreement.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Engineer and Architect agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Engineer and Architect assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity performed under this Agreement. If Engineer and Architect is found not to be in compliance with these requirements during the life of this Agreement, Engineer and Architect agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Engineer and Architect agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Sierra County. By execution of this Agreement, Engineer and Architect acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Engineer and Architect agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Engineer and Architect fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Records and Financial Audit.

The Engineer and Architect shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the City 's auditor, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Disclaimer and Hold Harmless.

City of T or C shall not be liable to the Engineer and Architect, or the Engineer and Architect 's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Engineer and Architect 's person or property, occurring in connection with Engineer and Architect 's performance of Engineer and Architect 's duties according to this Agreement. Engineer and Architect shall hold City of T or C harmless from all loss, damage, and injury, including court costs and reasonable attorney fees, incurred by the City of T or C in connection with the performance by Engineer and Architect of Engineer and Architect 's duties according to this Agreement.

22. Indemnification.

Engineer and Architect shall shield (except for claims against professional liability insurance), indemnify and hold harmless the City, its Commissioners, and employees from damages and expenses, including reasonable attorney fees, arising or alleged to have arisen out of any negligent act of Contractor or anyone directly or indirectly employed by Contractor, or arising in any from the activities of or services by the Contractor under this Contract. Notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend or hold harmless the City, its Commissioners, employees or agents from or against any claims or actions arising from the gross negligence, reckless disregard for the safety of others or willful misconduct of the City, its Commissioners, employees or agents. Contractor shall safeguard all

claims and litigation. The City shall have the right to choose its own legal counsel.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Authority.

If Engineer and Architect is other than a person, the individual(s) signing this Agreement on behalf of Engineer and Architect represents and acknowledges that he or she has the power and authority to bind Engineer and Architect, and that no further action, resolution, or approval from Engineer and Architect is necessary to enter into a binding contract.

26. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the Engineer and Architect , or any person for influencing or attempting to influence an officer or employee of any City , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the ENGINEER AND ARCHITECT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27. Approval of Engineer and Architect Personnel.

Personnel proposed in the Engineer and Architect 's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Engineer and Architect without prior written consent of the procuring agency of the City. Replacement of any Engineer and Architect personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Engineer and Architect will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Engineer and Architect 's personnel at any time.

28. Survival.

The agreement Articles titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

29. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

30. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

31. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

32. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting. The Engineer and Architect is not to proceed with its obligations under the Agreement until the Engineer and Architect has received a fully signed copy of the Agreement. Further, each individual task order must be fully executed prior to proceeding with any work.

33. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

34. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

35. Incorporation and Order of Precedence.

Request for Proposals RFP NO. 23-24-005 and the Engineer and Architect 's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event

of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the executed task orders with the scope of work, timeframe for completion, and compensation, in reverse chronological order; then
5. the Engineer and Architect 's proposal.

36. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Engineer and Architect shall defend, at its own expense, the City of T or C against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and reasonable attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of T or C based upon the Engineer and Architect 's trade secret infringement relating to any product or service provided under this agreement, the Engineer and Architect agrees to reimburse the City of T or C for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of T or C shall:

i. gives the Engineer and Architect prompt written notice of any claim;
ii. allow the Engineer and Architect to control the defense or settlement of the claim; and
iii. cooperate with the Engineer and Architect in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Engineer and Architect 's opinion is likely to become the subject of a claim of infringement, the Engineer and Architect shall at its option and expense:

i. provides a procuring agency of the City the right to continue using the product or service;
ii. replace or modify the product or service so that it becomes non-infringing; or
iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Engineer and Architect. The Engineer and Architect 's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

37. Professional Liability Insurance.

Engineer and Architect agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of: Comprehensive General Liability - $1,000,000 per occurrence, $2,000,000 General Aggregate; Professional liability-

$1,000,000 per occurrence, $2,000,000 Annual Aggregate. Occurrence type, if available; if not "Claims Made" type with a minimum of a six (6) year tail. The City will be provided an updated certificate of insurance on an annual basis.

38. Compliance With Laws

In providing the scope of services outlined herein, the Engineer and Architect and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments, in effect during Engineering and Architect's performance of their services.

39. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

41. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

MAYOR, MAYOR PRO- TEM, BOARD OF CITY COMMISSIONERS

42. Notices.
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: City of T or C

Leiandra Guerra, Chief Procurement Officer
505 Sims
Truth or Consequences, NM 87901

To the Engineer-Architect: Wilson & Company, Inc., Architects & Engineers

Printed Name: Brian P McBride, VP

Address: Wilson & Company, Inc., Architects & Engineers
4401 Masthead NE, Ste 150
Albuquerque, NM 87109

By: Brian P McBride Date: 10/09/2024
Brian P McBride, Vice President. Water-Wastewater

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the County Chief Procurement Officer below:

By: Leiandra Guerra Date: 10/17/24
For Angie Gonzales, City Manager

MAYOR, MAYOR PRO- TEM, BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 9th day of October 2024

Rolf Hechler, City Mayor

Attest:
Angela A. Torres, City Clerk

City Chief Procurement Officer:

By: _____ Date: 10/17/24
Leiandra Guerra, CPO
City of T or C

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.10

MEETING DATE: May 27, 2026

SUBJECT: Discussion/Action – Proposed FY 25/26 New Mexico True Cooperative Advertising Tourism Marketing Plan.
DEPARTMENT: Lodgers Tax
DATE SUBMITTED: May 21, 2026
SUBMITTED BY: Gary Whitehead
WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager - Angela Torres, Clerk

Summary/Background:
Sunny 505 is an advertising agency working with the City to create advertising content and placement. The contract provides funding through the contractor to the State of New Mexico tourism department for participation in the COOP program. $63,102 goes to the State and is matched 2 to 1. This crates $190,000 in New Mexico True advertise. Sunny 505 also will provide separate advertising programs. The contract provides Account management to Sunny 505 in the amount of $12,000.

Recommendation: Recommend approval of the contract with Sunny 505 in the amount of $122,602 plus GRT for service from July 1, 2026 through June 30, 2027.

Attachments:

- Contract

Click here to enter text.

Fiscal Impact (Finance): Choose an item.
Paid for from Lodgers Tax funds.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC Agendas 5-27-26

CITY OF TRUTH OR CONSEQUENCES

2026-2027

THIS AGREEMENT is made and entered into by and between the **City of Truth or Consequences**, State of New Mexico, hereinafter referred to as the "City" and **Sunny 505,** hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the City and Contractor.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   A. The Contractor shall perform the work outlined in the Scope of Work attached hereto as Attachment 1 and Attachment 2 incorporated herein by reference.

2. **Compensation.**
   A. The City shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] One Hundred Twenty-Two Thousand, Six Hundred Two dollars (122,602.00) per year plus gross receipts tax in the amount of Ten Thousand Two Hundred Sixty-Seven dollars and Ninety-Two cents ($10,267.92). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($10,267.92) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($132.869.92). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

   B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no

later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement shall begin July 1, 2026 and terminate on June 30, 2027 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed three years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. This contract will not automatically renew and must be initiated by the City for extension. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work prior to the termination. The thirty (30) day period shall commence running upon the other party receiving such notice. Provided, however that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commissioners, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor is an independent contractor performing services for the City and is not an employee of the City. The Contractor shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Truth or Consequences and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Truth or Consequences City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with State laws and rules applicable to workers compensation benefits. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Truth or Consequences City harmless

from all loss, damage, and injury, including court costs and attorney fees, incurred by the City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Truth or Consequences from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor resulting in injury or damage to persons or property during the time when the Contractor has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Truth or Consequences by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

27. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator.

28. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting or unless it is executed by the Truth or Consequences City Manager, if the amount of the contract is $10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the
Agreement until the Contractor has received a fully signed copy of the Agreement.

29. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

30. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

31. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Gary Whitehead, City Manager
505 Sims Street
Truth or Consequences, NM 87901

To the Contractor: Sunny 505
119 Dartmouth
Albuquerque, New Mexico 87106

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Commissioners below.

By: _____ Date: _____

Joan Griffin, Sunny 505
119 Dartmouth
Albuquerque, NM 87106

Date: _____

By: _____

Gary Whitehead, City Manager
505 Sims Street
Truth or Consequences, NM 87901

Attachment 1

Scope of Work

The objective of this contract is to increase City revenues through meetings, convention bookings and tour operators. The scope of work shall consist of planning, booking, coordinating and scheduling site visits, press trips and bus tours and generally the promotion of Truth or Consequences City in the Tourism industry locally and abroad. The contract is scheduled to begin on July 1, 2026, and end on June 30, 2027.

Realizing the benefits of a cooperative effort the Sierra County, City of Truth or Consequences, and the City of Elephant Butte are all participants and parties to this contract. It is expected the contractor will maximize the interests of each participant. The total 2 to 1 combined State match of all (3) three entities are as follows:

City of Elephant Butte	$ 5,000.00
Sierra County	$5,000.00
City of Truth or Consequences	$53,102
Total Available Funds	$63,102.00

Understanding that a schedule of values is difficult determine prior to development of the marketing plan the following is understood by parties:

1. Contractor will facilitate community meeting(s) as necessary and develop a marketing plan acceptable to the Truth or Consequences City Tourism Board. The cost of the initial meetings and plan will not exceed $2500.00. Marketing Plan will assign appropriately a schedule of values to be used for the first year of this contract.
2. The Marketing Plan's primary focus should be:
    a) Public Relations and Media Outreach and,
    b) Electronic and Social media.
3. The cost of production of advertisement packages shall not exceed 10% of the total buy.
4. The Electronic and Social Media component is thought to be approximately 90% manpower and 10% media buy.

Contractor shall submit monthly pay requests, along with appropriate documentation to the Truth or Consequences City Tourism Board and the 4 individual entities for approval. Individual entities shall be responsible for payment of their prospective amounts. A single invoice reflecting the names of each entity and the amounts due shall be acceptable.

Attachment 2

FY 2026/2027 Tourism Marketing Proposal

SUNNY505

Proposed FY2026 Tourism Marketing Budget

New Mexico True Cooperative Advertising
Contributors:

Truth or Consequences:	$53,102
Elephant Butte:	$5,000
Sierra County:	$5,000
Total:	$63,102

The $63,102 total investment will get us $126,204 worth of advertising including:

- Billboard on I-15 (One northbound, north of Las Cruces and one southbound, south of Albuquerque)
- Managed Search (Google Ad Words) – for six months
- Regional Instagram Influencer visit and posting (one per quarter)
- Facebook & Instagram Static ads, Facebook & Instagram Video ads, Sponsored Content Ads and YouTube ads – for three months
- New Mexico Travel Intender Ads – for three months
- Full-Page NM True Adventure Guide (600,000 copies plus online) – The New Mexico Tourism Department publishes a summer and winter edition.
- New Mexico Magazine half-page advertorial and digital ads on their website
- New Mexico Magazine custom written article plus digital distribution
- Photo shoot with 35 photos that will be delivered promoting the hot springs as well as downtown.

Additional Proposed budget on top of NM True:

- SUNNY505 time for managing the account, developing all ads, managing the grant, earned media outreach and overall support $12,000
- OTT - (Over the Top) or Connected Streaming TV – This is video programming transmitted via the Internet instead of traditional cable, broadcast or satellite dish. It can be watched on any streaming device including ROKU, Connected/Smart tv, Fire TV sticks, gaming consoles, Apple TV, Chromecast, etc. More than 50% of people in New Mexico have "cut the cord," and in the Albuquerque metro that percentage is greater than 65%. $24,000
- Programmatic Digital Media - Programmatic Digital Ads – Like OTT, programmatic digital ads allow us to specifically target recipients of our advertising. Social Media - Facebook and Instagram provide another great opportunity for targeting people by age, lifestyles and interests and zip codes. $24,000
- Albuquerque & El Paso Print Publications $9,500

Total TorC request: **$122,602 + NMGRT**

If there is additional budget, I recommend the following additions:

- Network Television Advertising in Albuquerque & El Paso promoting the hot springs
  $25,000
- Network Television Advertising in Albuquerque & El Paso promoting summer activities.
  $25,000

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 27, 2026

Agenda Item #: F.1

SUBJECT: Resolution No. 54 25/26 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: May 21, 2026
SUBMITTED BY: Kerin Salcedo, Accounting Officer
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Chief Financial Officer

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

Recommendation:

Approval Resolution No. 54 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

- Resolution No 54 25/26
- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): **Yes**

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

Legal Review (City Attorney): **N/A**

.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐Other: .
File Name: CC Agendas 5-27-26

RESOLUTION NO. 54 25/26

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

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

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

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

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

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

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

PASSED, ADOPTED and **APPROVED** this **27th day of May, 2026**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2025-26 5/27/2026
DFA Resolution Number 54 **Fully Executed Agreements**
BAR NUMBER 15

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1099-49930	GF-Transfer Out	Expense	$ 2,632,643.00	$ 15,000	$ 2,647,643	Cash Support to cover rest FY26 and beginning FY27
	216	216-4503-49930	ST-Transfer Out	Expense	$ 9,067,846.00	$ 15,000	$ 9,082,846	Cash Support to cover rest FY26 and beginning FY27
	503	503-3702-49930	ELEC-Transfer Out	Expense	$ 1,122,697.00	$ 15,000	$ 1,137,697	Cash Support to cover rest FY26 and beginning FY27
	504	504-3803-49930	WTR-Transfer Out	Expense	$ 144,350.00	$ 15,000	$ 159,350	Cash Support to cover rest FY26 and beginning FY27
	505	505-3904-49930	SW-Transfer Out	Expense	$ 513,762.00	$ 15,000	$ 528,762	Cash Support to cover rest FY26 and beginning FY27
	506	506-4005-49930	WW-Transfer Out	Expense	$ 1,232,076.00	$ 15,000	$ 1,247,076	Cash Support to cover rest FY26 and beginning FY27
	600	600-7003-39935	SC-Transfer In	Revenue	$ 515,616.00	$ 90,000	$ 605,616	Cash Support to cover rest FY26 and beginning FY27
2	504	504-3803-49930	WTR-Transfer Out	Expense	$ 144,350.00	$ 378,920	$ 523,270	Pay Back Wtr Debt to CI Reserve
	315	315-9003-39935	CI Res-Transfer In	Revenue	$ 26,072,231.00	$ 378,920	$ 26,451,151	Pay Back Wtr Debt to CI Reserve
3	321	321-7017-38387	WSPI-1-Loan Proceeds	Revenue	$ 450,465.00	$ 3,318,754	$ 3,769,219	Increase to match loan
		321-7017-80860	WSPI-1-Infrastructure	Expense	$ 450,465.00	$ 3,318,754	$ 3,769,219	Increase to match loan

ATTEST:

Angela Torres, Clerk-Treasurer **(Date)**

Rolf Hechler, Mayor **(Date)**

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 27, 2026

Agenda Item #: F.2

SUBJECT: Discussion/Action – Resolution 55 25/26 Adopting the FY 2028-2032 Infrastructure Capital Improvement Plan (ICIP) as ranked by Commission
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: May 15, 2026
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Yvette Bayless – South Central Council of Governments

Summary/Background:
Public meetings were held, and public input was received. City Commission will review and rank projects to be accepted by Resolution 55 25/26

Recommendation:
Accept/Approve Resolution 55 25/26 Adopting FY 2028-2032 ICIP Plan as ranked by the Commission

Attachments:
- ICIP Project Summary List
- Resolution 57 24/25

-

Fiscal Impact (Finance): **Unknown**
.

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

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC Agendas 5-27-2026

Resolution Template

County, Municipality/Tribal Government/Special District of

City of Truth or Consequences

COUNTY OF Sierra

Resolution No. 55 25/26

A RESOLUTION
ADOPTING THE FY 2028-2032 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN

WHEREAS, the City Commissioners of City of T or C recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short- and long-range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE City Commissioners that:

1. The county/municipality/tribal government/special district has adopted the attached FY2028-2032 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long- range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 57 24/25 .

PASSED, APPROVED and ADOPTED by the governing body at its meeting of May 27, 2026

Mayor/County Commission Chair/Board Chair

ATTEST:

Municipal/County Clerk/Other Testator

Project Name	CURRENT RANK	FUNDING UPDATE	RECOMMENDED RANK	Purpose	Start Date	Total ProjCost
WASTEWATER TREATMENT PLANT UPGRADES	1	$2.5M Pending		complete plan and design in phase one to address upgrades to the WW treatment plant to include replacement of activated sludge section with newer technology, replacement of RAS pumps, grit separator. Installation of wash water booster pumps, demolish old clarifiers and removal of old drying beds and pumps. Upgrade lift station with new pumps and control panel. Install and refurbish reuse water lift station.	7/1/2027	$ 5,664,060.00
LEE BELLE JOHNSON FACILITY IMPROVEMENTS	2	$500K Pending		to plan, design and construct improvements to the interior and exterior of historic Lee Bell Johnson Center. Repair footings and foundation, Re-stucco entire building and restore entrance doors and windows to historic specifications. Repair/replace damaged areas of the interior and exterior of the building, sidewalk and replace landscaping.	7/1/2027	$ 1,965,000.00
MARIE STREET IMPROVEMENTS	3	$350K Capital Outlay $1.3 Colonias Pending		To construct street improvements on Marie Street from Date Street to Palo Verde. Improvements will include replacement of water and sewer infrastructure, full-depth asphalt replacement, curb and gutter, sidewalk, drainage, signing and striping, and ADA pedestrian access ramps.	7/1/2027	$ 3,500,000.00
10MVA SUBSTATION POWER TRANSFORMER REPLACEMENT	4			to purchase and equip a 10MVA power transformer replacement at the substation	7/1/2027	$ 3,000,000.00
COMMUNITY MULTI-PURPOSE CENTER	5			Plan, design, construct and equip a community multipurpose center. Building will be designed to include indoor recreational facilities and swimming pool, landscaping will include outdoor recreational area and green space. Public meetings will be held to receive input for the needs of the community. Potential partnerships with the school and hospital facilities will be sought. Phase 1 will consist of planning and public outreach, phase 2 will be design and phase 3 will be construction.	7/1/2027	$ 6,750,000.00
ARMIJO PARK EFFLUENT WATER REUSE IMPROVEMENTS	6			design purchase and equip surface aerators, skid, pumps, motors and electrical components for the Armijo Effluent Pond	7/1/2027	$ 1,975,000.00
RECYCLING & SW COLLECTION CENTER IMPROVEMENTS	7			This project involves the design, construction and expansion of the existing solid waste, collection and recylcing center, which supports trash collection and recycling services, including use of the tipping floor and vehicle scales. Funding will be used over multiple fiscal years to complete the project in stages.	7/1/2027	$ 1,500,000.00
CLANCY LIF STATION FORCE MAIN IMPROVEMENTS	8	$1.2M Pending		design and construct replacement of force main used to transport wastewater from the north side of town to the wastewater plant. Replace line from lift station approximately 900 linear feet to top of hill. Replace existing manholes on top of hill where it returns to gravity flow. Install vacuum air break on manhole to prevent air locking from occurring. Tie back into existing gravity flow system. Utilize c900 DR 18 green sewer pipe for the entire section of uphill flow to the manhole. ALL sections of pipe must use joint restraints on the uphill portion all the way to the tie in on the manhole. Sewer must not be allowed to overflow during construction, bypass piping must be installed to prevent this from occurring	7/1/2028	$ 1,500,000.00
SMITH, SILVER AND E 9TH ST IMPROVEMENTS	9	$555K Pending (Smith St. Sidewalks)		construct ADA compliant sidewalks to multiple streets connecting to elementary, middle and high schools as well as hospital and assisted living facilities. sidewalks will be constructed to a minimum width of 36-inches; a firm, stable, and slip-resistant surface; free of trip hazards such as broken or lifted sidewalks; a minimum slope of 1:20; and curb ramps. Project can be completed in phases with each phase as a stand alone project.	7/1/2028	$ 950,000.00
WATER METER REPLACEMENT & HOUSING IMPROVEMENTS	10			Plan, design and construct water meter replacement/upgrades and replace meter cans as needed. New AMI Water meters will be installed to all connections and replacement to all meter cans as necessary.	7/1/2028	$ 1,750,000.00
SEWER VACUUM SYSTEM REPLACEMENT	11			complete environmental studies, evaluate project goals, the system features needed, site conditions, construction considerations, and operation and maintenance during planning phase, design and construct a replacement for our Sewer Vacuum System	7/1/2028	$ 400,000.00
RALPH EDWARDS PARK TRAIL ENHANCEMENT	12			plan and design and construct a riverwalk trail in Ralph Edwards Park along the Rio Grande. Environmental studies will be completed.	7/1/2029	$ 15,000.00
ELECTRIC CAR CHARGING STATION	13			Planning is complete and location and scope of work identified. Funding will be used for design and construction of an electric car charging station	7/1/2028	$ 2,444,900.00
VEATER STREET IMPROVEMENTS	14			plan, design, construct, and construction administration for roadway improvement. Improvements include complete depth asphalt replacement, curb & gutter, sidewalk, drainage, signing and striping, and ADA pedestrian access ramps.	7/1/2029	$ 200,000.00
WATERLINE EXTENSION FOR VILLAGE OF WILLIAMSBURG	15			to construct Village of Williamsburg Line Extensions. To increase the flow of water to Williamsburg by adding at least one additional line that feeds Williamsburg. to increase the flow of water for fire-flow PRVs to be installed as needed.	7/1/2029	$ 500,000.00
SPACEPORT VISITOR CENTER	16			To support the State of New Mexico Spaceport Authority in the development of the Visitor Center in Truth or Consequences, New Mexico, through activities that may include coordination, partnerships, local infrastructure improvements, or other efforts that advance the project and benefit the community and region.	7/1/2030	$ 10,000,000.00
GOLF COURSE FACILITY IMPROVEMENTS	17			design and construct repairs and improvements to the clubhouse, irrigation system and driving range	7/1/2029	$ 250,000.00
RIO GRANDE VEHICULAR BRIDGE CROSSING AND UTILITIES	18			Plan, design and construct a vehicular bridge crossing with utilities across the Rio Grande. Project will be completed in 3 phases. Phase 1 will be plan and design, phase 2 will be bridge construction and phase 3 will be utility expansion.	7/1/2030	$ 17,400,575.00

RIO GRANDE FOOTBRIDGE CROSSING	19			Plan, design and construct a footbridge. Project would be completed in phases. Phase 1 would include property acquisition/easements, environmental assessment, planning and design. Phase 2 consists of construction.	7/1/2030	$ 2,500,000.00
WATER INFRASTRUCTURE AND FIRE HYDRANT REPLACEMENT	20			Plan and design is complete, project is for Construction and Construction Management for water system improvements city-wide as provided in the Municipal Water PER. Project will be implemented via the New Mexico State Procurement statute.	7/1/2031	$ 12,875,000.00
AIRPORT DEVELOPMENT PLAN						
INDUSTRIAL PARK						
REGIONAL WWTP EXPANSION						
DOWNTOWN DRAINAGE IMPROVEMENTS ON POST/PERSHING						

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: May 27, 2026

Agenda Item #: F.3

SUBJECT: Resolution No. 56 25/26 Approval of the Fiscal Year 26/27 Interim Budget.
DEPARTMENT: Finance
DATE SUBMITTED: May 22, 2026
SUBMITTED BY: Finance
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Chief Financial Officer

Summary/Background:

Approval of Resolution No. 56 25/26 Fiscal Year 26/27 Interim Budget.

Recommendation:

Recommend approval of the interim budget for fiscal year 2026-27

Attachments:

- -
  -

Fiscal Impact (Finance): Choose an item.

Click here to enter text.

Legal Review (City Attorney): Choose an item.

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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. 43 24/25 Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 5-27-2026

FY 2026-2027

LODGERS TAX

		Civic Center Carry Fwd	Lodger's Tax Carry				
Carry forward Cash	$ 850,000.00	$ (228,157.00)	$ 621,843.00				
		1% of tax	First 3%	Req 50% - promo	Remaining 2%	Req 25% - Prom	Req - Promo
Projected Revenue - Lodgers Tax	$ 450,000.00	$ 90,000.00	$ 270,000.00	$ 135,000.00	$ 180,000.00	$ 45,000.00	$ 180,000.00
Required -Promotional/Advert	$ 180,000.00						
Non- Promotional/Advert	$ 270,000.00	$ 450,000.00					
Projected Revenue - 1% Conven Fee	$ 80,000.00	$ 1,300,000.00		Balance after Adm	$ 540,000.00		
Utilize Carry Frwd Cash	$ 150,000.00						
Budget Revenue Value	$ 600,000.00		(-10% Adm -1% Art-60%/40% Split)				

	Marketing/Promotion REQUIREMENT	Event/Promotions	City Facilities	Admin Fee 10%	Arts 1% + Carry Forward	Convention Center Fee 1%	
Available Funds:	$ 180,000.00	$ 147,000.00	$ 153,000.00	$ 60,000.00			$ 540,000.00
Organization							
Civic Center Maintenance 1%						$ 150,000.00	
Convention Center Improvements						$ 135,000.00	
Clerk's Office Support			$ -	$ 10,000.00		$ 5,000.00	
PIO-Conven Ctr Mgt - Tourism			$ -	$ 40,000.00		$ 10,000.00	
City Facility Users Fee's (Requests)		$ 3,000.00	$ -				
Golf Course - Field Supplies			$ 50,000.00				
Audit				$ 10,000.00			
Sierra County Arts Council 1%					$ 13,000.00		
2025-2026 Carry Forward					$ 20,000.00		
2026/2027 Arts Budget 1%					$ 33,000.00		
Geronimo Trails Scenic Byway							
Building Rent			$ 25,000.00				
Brochures	$ -	$ -					
Website	$ -	$ -					
Advertisement	$ -						
MainStreet T or C							
Main Street / Fiesta Admin	$ -	$ 5,000.00	$ 60,000.00				
Levitt AMP		$ -	$ 15,000.00				
Fiesta Event	$ 5,000.00	$ 20,000.00					
Summer Concerts/Main st. Adm events	$ 1,000.00	$ 6,000.00	$ 3,000.00				

Veterans Memorial Park & Museum	$ 5,000.00	$ 5,000.00	$ -				
Geronimo Spring Museum	$ 5,000.00	$ 5,000.00	$ -				
Sunny 505 - NM True Campaign							
Advertisement- Coop Funding	$ 135,000.00						
Sierra County Tourism	$ 17,000.00						
Sierra County Sheriff's Posse							
Sierra County Rock & Gem Society							
T or C Desert Ultra	$ -	$ -					
Redefine Campaign	$ -	$ -					
NM Field Guide	$ -	$ -					
Ultra Runner Magazine	$ -	$ -					
Summer Shuttle							
	Marketing/Promotion REQUIREMENT	Event/Promotions	City Facilities	Admin Fee 10%	Arts 1% + Carry Forward	Convention Center Fee 1%	
Total Expenses Projected 26-27	$ 168,000.00	$ 44,000.00	$ 153,000.00	$ 60,000.00	$ 33,000.00	$ 150,000.00	$ 425,000.00
Bal remaining for Promotions/events	$ (12,000.00)	$ (103,000.00)	$ -	$ -			$ (115,000.00)

City of Truth or Consequences, NM

RESOLUTION NO. 56 25/26

A RESOLUTION ADOPTING THE PRELIMINARY (INTERIM) Fiscal Year 2026-2027 BUDGET.

WHEREAS, the City Commission of the City of Truth or Consequences, New Mexico, has developed a budget for Fiscal Year 2026-2027; and

WHEREAS, said budget was developed on the basis of need and through cooperation between Elected officials, City Manager and staff: and

WHEREAS, the official meeting for the review of the budget was duly advertised in compliance with the State Open Meetings Act; and

WHEREAS, it is the majority opinion of this Commission that the proposed budget meets the requirements as currently determined for the Fiscal Year 2026-2027.

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

1. The accompanying budget will be the approved Preliminary (Interim) Budget for the Fiscal Year 2026-2027 for the City of Truth or Consequences and respectfully requests approval by the Local Government Division of the New Mexico Department of Finance and Administration,

PASSED, ADOPTED AND APPROVED this **27th** day of **May, 2026**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela Torres, City Clerk-Treasurer

CITY OF T OR C

FINAL INTERIM BUDGET

FOR

FISCAL YEAR

2026/2027

PRESENTED BY

THE FINANCE DEPARTMENT

&

MANAGEMENT

City of Truth or Consequences
Sierra County

Interim Budget
Fiscal Year 2027

Fund No.	Fund	Unaudited Beginning Cash Balance	Investments	Estimated Revenues	Net Cash Transfers	Budgeted Expend.	Estimated Ending Cash Balance	DFA Local Reserve Requirement	Adjusted Ending Cash Balance
101	General Fund	$ 1,877,253.94	$ 1,358,648.10	$ 7,202,455.00	$ 196,459.00	$ 9,390,755.00	$ 1,244,061.04	$ 782,562.92	$ 461,498.13
SPECIAL REVENUE FUNDS									
201	Correction	$ 107,147.33	$ -	$ -	$ 75,000.00	$ 76,000.00	$ 106,147.33		$ 106,147.33
209	Fire Protection Fund	$ 1,249,415.63	$ -	$ 506,560.00	$ -	$ 1,755,975.00	$ 0.63		$ 0.63
211	Law Enforcement	$ -	$ -	$ 113,000.00	$ -	$ 113,000.00	$ -		$ -
214	Lodger's Tax	$ 832,859.09	$ -	$ 532,500.00	$ -	$ 1,016,102.00	$ 349,257.09		$ 349,257.09
216	Municipal Street	$ 1,366,732.84	$ -	$ 805,500.00	$ (604,453.00)	$ 1,072,473.00	$ 495,306.84		$ 495,306.84
280	Cannabis	$ 68,336.49	$ -	$ 65,000.00	$ (65,000.00)	$ 1,500.00	$ 66,836.49		$ 66,836.49
293	Veterans Wall Perpetual Care	$ 2,875.00	$ -	$ 775.00	$ -	$ 775.00	$ 2,875.00		$ 2,875.00
294	State Library	$ 28,204.07	$ -	$ 53,389.00	$ -	$ 50,889.00	$ 30,704.07		$ 30,704.07
295	Municipal Pool	$ 45,719.27	$ -	$ 9,400.00	$ 200,000.00	$ 204,732.00	$ 50,387.27		$ 50,387.27
296	PD GRT Fund	$ 474,627.81	$ -	$ 380,120.00	$ (75,000.00)	$ 598,000.00	$ 181,747.81		$ 181,747.81
298	PD Donations	$ 4,875.10	$ -	$ 7,200.00	$ -	$ 7,500.00	$ 4,575.10		$ 4,575.10
299	Special Revenue Funds	$ 59,049.93	$ -	$ 53,736.00	$ -	$ 47,103.00	$ 65,682.93		$ 65,682.93
	Subtotal	**$ 4,239,842.56**	**$ -**	**$ 2,527,180.00**	**$ (469,453.00)**	**$ 4,944,049.00**	**$ 1,353,520.56**		**$ 1,353,520.56**
ENTERPRISE FUNDS									
501	Cemetery	$ 62,746.40	$ -	$ 15,030.00	$ -	$ 24,800.00	$ 52,976.40		$ 52,976.40
502	Utility Office	$ 199,995.21	$ -	$ 111,000.00	$ 400,000.00	$ 526,114.00	$ 184,881.21		$ 184,881.21
503	Electric Division	$ 6,115,799.05	$ -	$ 8,199,900.00	$ (864,257.00)	$ 7,473,188.00	$ 5,978,254.05		$ 5,978,254.05
504	Water Division	$ 1,245,293.05	$ -	$ 1,774,500.00	$ (1,109,919.00)	$ 1,166,213.00	$ 743,661.05		$ 743,661.05
505	Solid Waste Division	$ 1,695,119.23	$ 500,324.72	$ 2,781,000.00	$ (945,741.00)	$ 3,258,220.00	$ 772,482.95		$ 772,482.95
506	Waste Water Division	$ 1,490,015.81	$ -	$ 1,464,500.00	$ (666,859.00)	$ 1,276,953.00	$ 1,010,703.81		$ 1,010,703.81
	998- Jt. Utility Subtotal	**$ 10,746,222.35**		**$ 14,330,900.00**	**$ (3,186,776.00)**	**$ 13,700,688.00**	**$ 8,689,983.07**		**$ 8,505,101.86**
508	Golf Course	$ 49,935.81	$ -	$ 33,550.00	$ 275,000.00	$ 277,184.00	$ 81,301.81		$ 81,301.81
509	Municipal Airport	$ 54,483.85	$ -	$ 139,480.00	$ 285,000.00	$ 294,660.00	$ 184,303.85		$ 184,303.85
	Subtotal	**$ 10,913,388.41**	**$ 500,324.72**	**$ 14,518,960.00**	**$ (2,626,776.00)**	**$ 14,297,332.00**	**$ 9,008,565.13**		**$ 9,008,565.13**

Fund No.	Fund	Unaudited Beginning Cash Balance	Investments	Estimated Revenues	Net Cash Transfers	Budgeted Expend.	Estimated Ending Cash Balance	DFA Local Reserve Requirement	Adjusted Ending Cash Balance
CAPITAL PROJECTS FUNDS									
301	Water/WW/EFFL Water Refuse	$ 297,524.36	$ -	$ -	$ -	$ -	$ 297,524.36		$ 297,524.36
303	Veterans Wall	$ 397.29	$ -	$ -	$ 3,500.00	$ 3,650.00	$ 247.29		$ 247.29
304	Senior State Grant	$ 56,610.76	$ -	$ 168,009.00	$ -	$ 168,009.00	$ 56,610.76		$ 56,610.76
305	Capital Imp. (General)	$ 85,569.87	$ -	$ 910,474.00	$ 30,000.00	$ 1,025,732.00	$ 311.87		$ 311.87
306	Capital Imp. (Jt. Utility)	$ 52,382.52	$ -	$ 25.00	$ -	$ -	$ 52,407.52		$ 52,407.52
311	R & R Sewer	$ -	$ 158,340.68	$ 3,150.00	$ -	$ -	$ 161,490.68		$ 161,490.68
312	R & R Airport	$ 8,034.64	$ -	$ 20,000.00	$ -	$ 11,809.00	$ 16,225.64		$ 16,225.64
313	R & R Water	$ -	$ 340,355.80	$ 7,000.00	$ -	$ -	$ 347,355.80		$ 347,355.80
314	CDBG Fund	$ 72,377.94	$ -	$ 719,632.00	$ 2,918.00	$ 783,009.00	$ 11,918.94		$ 11,918.94
315	Capital Improvement Reserves	$ 1,831,854.98	$ -	$ 868,294.00	$ (2,100,233.00)	$ -	$ 599,915.98		$ 599,915.98
316	Emergency Repair Reserves	$ 146,908.61	$ 43,756.71	$ 760.00	$ 12,500.00	$ -	$ 203,925.32		$ 203,925.32
317	Waste Water Repair Reserves	$ 144,288.06	$ 109,564.01	$ 2,075.00	$ 24,375.00	$ -	$ 280,302.07		$ 280,302.07
318	Electrical Const. Reserves	$ 55,728.60	$ 91,577.24	$ 1,520.00	$ 10,000.00	$ -	$ 158,825.84		$ 158,825.84
320	USDA Water System Improvements	$ -	$ -	$ 10,065,192.00	$ -	$ 9,947,000.00	$ 118,192.00		$ 118,192.00
321	USDA Water System Improvements	$ -	$ -	$ 2,032,619.00	$ -	$ 2,032,619.00	$ -		$ -
340	ROAD/STREET PROJECTS	$ -	$ -	$ 237,175.00	$ -	$ 237,175.00	$ -		$ -
360	NMFA Projects	$ -	$ -	$ 20,971,400.00	$ 2,070,540.00	$ 22,207,017.00	$ 834,923.00		$ 834,923.00
370	Water Trust Board Projects	$ 287,191.03	$ -	$ 8,090,000	$ 809,000.00	$ 8,899,000	$ 287,191.03		$ 287,191.03
380	Other State Funded Projects	$ 271,893.67	$ -	$ 8,016,810	$ -	$ 7,628,487	$ 660,217		$ 660,216.67
	Subtotal	**$ 3,310,762.33**	**$ 743,594.44**	**$ 52,114,135**	**$ 862,600.00**	**$ 52,943,507.00**	**$ 4,087,584.77**		**$ 4,087,584.77**
FIDUCIARY & INTERNAL SVC. FUNDS									
700	Court Bond Fund	$ 1,000.41	$ -	$ -	$ -	$ -	$ 1,000.41		$ 1,000.41
600	Service Center - Internal Fund	$ 54,679.61	$ -	$ -	$ 875,000.00	$ 754,314.00	$ 175,365.61		$ 175,365.61
	Subtotal	**$ 55,680.02**	**$ -**	**$ -**	**$ 875,000.00**	**$ 754,314.00**	**$ 176,366.02**		**$ 176,366.02**
DEBT SERVICE FUND									
403	Pledge State Tax	$ 115,926.28	$ 4,318,864.10	$ 500,784.00	$ 1,162,170.00	$ 1,570,040.00	$ 4,527,704.38		$ 4,527,704.38
	Subtotal	**$ 115,926.28**	**$ 4,318,864.10**	**$ 500,784.00**	**$ 1,162,170.00**	**$ 1,570,040.00**	**$ 4,527,704.38**		**$ 4,527,704.38**
GRAND TOTAL (ALL FUNDS)		**$ 20,512,853.54**	**$ 6,921,431.36**	**$ 76,863,514**	**$ -**	**$ 83,899,997**	**$ 20,397,802**	**$ 782,562.92**	**$ 19,615,238.99**

Truth or Consequences

My Budget Report
Account Summary
For Fiscal: 2026-2027 Period Ending: 05/31/2027

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - General								
Department: 1000 - Governing Body								
Expense								
101-1000-40105	ELECTED OFFICIALS-GOVERNING BODY	62,400.00	62,400.00	0.00	0.00	0.00	62,400.00	0.00 %
101-1000-41205	FICA-REGULAR-GOVERNING BODY	3,869.00	3,869.00	0.00	0.00	0.00	3,869.00	0.00 %
101-1000-41210	FICA-MEDICARE-GOVERNING BODY	905.00	905.00	0.00	0.00	0.00	905.00	0.00 %
101-1000-42305	MILEAGE REIMBURSEMENT	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1000-42310	PER DIEM-GOVERNING BODY	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1000-42720	EMPLOYEE TRAINING-GOVERNING BODY	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1000-43316	FUEL	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1000-43597	ATTORNEY FEES-GOVERNING BODY	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.00 %
101-1000-43598	PROFESSIONAL SERV-GOVERNING BODY	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
101-1000-43740	PRINTING AND PUBLISHING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1000-43770	SUBSCRIPTION & DUES	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.00 %
101-1000-43775	TELEPHONE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1000-44606	OFFICE SUPPLIES-GOVERNING BODY	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
101-1000-44613	NON-CAPITAL ITEMS	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
101-1000-44625	OTHER SUPPLIES-GOVERNING BODY	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1000-45607	CLAIMS, JUDGEMENTS, AND SETTLEMENTS	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1000-48599	OTHER CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
101-1000-60430	EMERGENCY DECLARATIONS	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00 %
101-1000-60725	GRANTS TO SUB-RECIPIENTS-GOVERNING	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
101-1000-80805	BUILDINGS & STRUCTURES	275,000.00	275,000.00	0.00	0.00	0.00	275,000.00	0.00 %
	Expense Total:	**630,674.00**	**630,674.00**	**0.00**	**0.00**	**0.00**	**630,674.00**	**0.00%**
	Department: 1000 - Governing Body Total:	**630,674.00**	**630,674.00**	**0.00**	**0.00**	**0.00**	**630,674.00**	**0.00%**
Department: 1001 - City Clerk								
Expense								
101-1001-40110	FULL TIME WAGES-OFF CITY CLERK	160,160.00	160,160.00	0.00	0.00	0.00	160,160.00	0.00 %
101-1001-40125	OVERTIME WAGES-OFF CITY CLERK	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1001-41205	FICA-REGULAR-OFF CITY CLERK	9,779.00	9,779.00	0.00	0.00	0.00	9,779.00	0.00 %
101-1001-41210	FICA-MEDICARE-OFF CITY CLERK	2,287.00	2,287.00	0.00	0.00	0.00	2,287.00	0.00 %
101-1001-41215	PERA-OFFICE OF CITY CLERK	18,612.00	18,612.00	0.00	0.00	0.00	18,612.00	0.00 %
101-1001-41225	HEALTH INSURANCE-OFF CITY CLERK	48,911.00	48,911.00	0.00	0.00	0.00	48,911.00	0.00 %
101-1001-41226	RETIREE INSURANCE	4,732.00	4,732.00	0.00	0.00	0.00	4,732.00	0.00 %
101-1001-41240	WORKER'S COMP ASSESSMENT-PR	30.00	30.00	0.00	0.00	0.00	30.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1001-42310	PER DIEM-OFFICE OF CITY CLERK	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
101-1001-42720	EMPLOYEE TRAINING-OFF CITY CLERK	800.00	800.00	0.00	0.00	0.00	800.00	0.00 %
101-1001-43316	FUEL	300.00	300.00	0.00	0.00	0.00	300.00	0.00 %
101-1001-43465	RENT OF EQUIPMENT	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
101-1001-43740	PRINTING/PUBLISHING	5,200.00	5,200.00	0.00	0.00	0.00	5,200.00	0.00 %
101-1001-43770	SUBSCRIPTION & DUES	12,715.00	12,715.00	0.00	0.00	0.00	12,715.00	0.00 %
101-1001-43775	TELEPHONE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
101-1001-43999	OPERATING COSTS	600.00	600.00	0.00	0.00	0.00	600.00	0.00 %
101-1001-44606	OFFICE SUPPLIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1001-47410	MAINTENANCE CONTRACTS-OFF CITY CLER	3,510.00	3,510.00	0.00	0.00	0.00	3,510.00	0.00 %
101-1001-48599	OTHER CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
	Expense Total:	**291,336.00**	**291,336.00**	**0.00**	**0.00**	**0.00**	**291,336.00**	**0.00%**
	Department: 1001 - City Clerk Total:	**291,336.00**	**291,336.00**	**0.00**	**0.00**	**0.00**	**291,336.00**	**0.00%**
Department: 1003 - City Manager								
Expense								
101-1003-40110	FULL-TIME WAGES-OFFICE CITY MANAGER	320,320.00	320,320.00	0.00	0.00	0.00	320,320.00	0.00 %
101-1003-41205	FICA-REGULAR-OFF CITY MANAGER	19,570.00	19,570.00	0.00	0.00	0.00	19,570.00	0.00 %
101-1003-41210	FICA-MEDICARE-OFF CITY MANAGER	4,578.00	4,578.00	0.00	0.00	0.00	4,578.00	0.00 %
101-1003-41215	PERA-OFFICE CITY MANAGER	38,005.00	38,005.00	0.00	0.00	0.00	38,005.00	0.00 %
101-1003-41225	HEALTH INSURANCE-OFF CITY MANAGER	39,048.00	39,048.00	0.00	0.00	0.00	39,048.00	0.00 %
101-1003-41226	RETIREE INSURANCE	9,469.00	9,469.00	0.00	0.00	0.00	9,469.00	0.00 %
101-1003-41240	WORKER'S COMP ASSESSMENT PR	50.00	50.00	0.00	0.00	0.00	50.00	0.00 %
101-1003-42305	MILEAGE REIMBURSEMENT	200.00	200.00	0.00	0.00	0.00	200.00	0.00 %
101-1003-42310	PER DIEM-OFF CITY MANAGER	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
101-1003-42720	EMPLOYEE TRAINING-OFF CITY MANAGER	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
101-1003-43316	FUEL	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1003-43465	RENT OF EQUIPMENT	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
101-1003-43740	PRINTING/PUBLISHING	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00 %
101-1003-43770	SUBSCRIPTION & DUES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
101-1003-43771	SUBSCRIPTION & DUES - IT	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00 %
101-1003-43775	TELEPHONE	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
101-1003-43815	SOFTWARE	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.00 %
101-1003-44606	OFFICE SUPPLIES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
101-1003-44613	NON-CAPITAL ITEMS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1003-47420	MAINTENANCE VEHICLE/EQUIP-CITY MGR	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1003-48599	OTHER CONTRACTUAL SERVICES - HR	32,400.00	32,400.00	0.00	0.00	0.00	32,400.00	0.00 %
	Expense Total:	**535,140.00**	**535,140.00**	**0.00**	**0.00**	**0.00**	**535,140.00**	**0.00%**
	Department: 1003 - City Manager Total:	**535,140.00**	**535,140.00**	**0.00**	**0.00**	**0.00**	**535,140.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 1004 - Finance								
Expense								
101-1004-40110	FULL-TIME WAGES-ADMIN OFFICES	322,400.00	322,400.00	0.00	0.00	0.00	322,400.00	0.00 %
101-1004-41205	FICA-REGULAR-ADMIN OFFICES	19,626.00	19,626.00	0.00	0.00	0.00	19,626.00	0.00 %
101-1004-41210	FICA-MEDICARE-ADMIN OFFICES	4,590.00	4,590.00	0.00	0.00	0.00	4,590.00	0.00 %
101-1004-41215	PERA-ADMIN OFFICES	37,354.00	37,354.00	0.00	0.00	0.00	37,354.00	0.00 %
101-1004-41225	HEALTH INSURANCE-ADMIN OFFICES	64,078.00	64,078.00	0.00	0.00	0.00	64,078.00	0.00 %
101-1004-41226	RETIREE INSURANCE	9,497.00	9,497.00	0.00	0.00	0.00	9,497.00	0.00 %
101-1004-41240	WORKER'S COMP ASSESSMENT PR	50.00	50.00	0.00	0.00	0.00	50.00	0.00 %
101-1004-42305	MILEAGE REIMBURSEMENT	400.00	400.00	0.00	0.00	0.00	400.00	0.00 %
101-1004-42310	PER DIEM-ADMIN OFFICES	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.00 %
101-1004-42720	EMPLOYEE TRAINING-ADMIN OFFICES	13,500.00	13,500.00	0.00	0.00	0.00	13,500.00	0.00 %
101-1004-43316	FUEL	800.00	800.00	0.00	0.00	0.00	800.00	0.00 %
101-1004-43465	RENT OF EQUIPMENT	11,500.00	11,500.00	0.00	0.00	0.00	11,500.00	0.00 %
101-1004-43740	PRINTING/PUBLISHING	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
101-1004-43770	SUBSCRIPTION & DUES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
101-1004-43775	TELEPHONE	3,240.00	3,240.00	0.00	0.00	0.00	3,240.00	0.00 %
101-1004-43815	SOFTWARE LIC/SOFTWARE UPDATE	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
101-1004-43999	OPERATING COSTS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
101-1004-44606	OFFICE SUPPLIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1004-44613	NON-CAPITAL ITEMS	3,400.00	3,400.00	0.00	0.00	0.00	3,400.00	0.00 %
	Expense Total:	**531,935.00**	**531,935.00**	**0.00**	**0.00**	**0.00**	**531,935.00**	**0.00%**
	Department: 1004 - Finance Total:	**531,935.00**	**531,935.00**	**0.00**	**0.00**	**0.00**	**531,935.00**	**0.00%**
Department: 1005 - Fire								
Expense								
101-1005-48599	OTHER CONTRACTUAL SERVICES	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
	Expense Total:	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**0.00**	**30,000.00**	**0.00%**
	Department: 1005 - Fire Total:	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**0.00**	**30,000.00**	**0.00%**
Department: 1006 - ANIMAL SHELTER								
Expense								
101-1006-40110	FULL-TIME WAGES-ANIMAL SHELTER	162,240.00	162,240.00	0.00	0.00	0.00	162,240.00	0.00 %
101-1006-40125	OVERTIME WAGES-ANIMAL SHELTER	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	0.00 %
101-1006-41205	FICA-REGULAR-ANIMAL SHELTER	9,959.00	9,959.00	0.00	0.00	0.00	9,959.00	0.00 %
101-1006-41210	FICA-MEDICAREANIMAL SHELTER	2,329.00	2,329.00	0.00	0.00	0.00	2,329.00	0.00 %
101-1006-41215	PERA-ANIMAL SHELTER	18,305.00	18,305.00	0.00	0.00	0.00	18,305.00	0.00 %
101-1006-41225	HEALTH INSURANCE-ANIMAL SHELTER	19,343.00	19,343.00	0.00	0.00	0.00	19,343.00	0.00 %
101-1006-41226	RETIREE INSURANCE	4,654.00	4,654.00	0.00	0.00	0.00	4,654.00	0.00 %
101-1006-41240	WORKER'S COMP ASSESSMENT PR	40.00	40.00	0.00	0.00	0.00	40.00	0.00 %
101-1006-42310	PER DIEM-ANIMAL SHELTER	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1006-42620	UNIFORMS LINEN-ANIMAL SHELTER	1,320.00	1,320.00	0.00	0.00	0.00	1,320.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1006-42720	EMPLOYEE TRAINING-ANIMAL SHELTER	600.00	600.00	0.00	0.00	0.00	600.00	0.00 %
101-1006-43316	FUEL	800.00	800.00	0.00	0.00	0.00	800.00	0.00 %
101-1006-43740	PRINTING/PUBLISHING	300.00	300.00	0.00	0.00	0.00	300.00	0.00 %
101-1006-43770	SUBSCRIPTION & DUES	150.00	150.00	0.00	0.00	0.00	150.00	0.00 %
101-1006-43775	TELEPHONE	1,550.00	1,550.00	0.00	0.00	0.00	1,550.00	0.00 %
101-1006-43815	SOFTWARE LIC/SOFTWARE UPDATE	3,250.00	3,250.00	0.00	0.00	0.00	3,250.00	0.00 %
101-1006-44606	OFFICE SUPPLIES	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.00 %
101-1006-44607	FIELD SUPPLIES	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
101-1006-44615	SAFETY EQUIPMENT	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
101-1006-45607	DONATION EXPENSE	5,858.00	5,858.00	0.00	0.00	0.00	5,858.00	0.00 %
101-1006-47420	MAINTENANCE VEH/EQUIP-ANIM SHELTER	600.00	600.00	0.00	0.00	0.00	600.00	0.00 %
101-1006-48598	PROFESSIONAL SERVICES	21,000.00	21,000.00	0.00	0.00	0.00	21,000.00	0.00 %
	Expense Total:	**276,598.00**	**276,598.00**	**0.00**	**0.00**	**0.00**	**276,598.00**	**0.00%**
	Department: 1006 - ANIMAL SHELTER Total:	**276,598.00**	**276,598.00**	**0.00**	**0.00**	**0.00**	**276,598.00**	**0.00%**
Department: 1007 - Police								
Expense								
101-1007-40110	FULL-TIME WAGES-POLICE DEPT	1,156,688.00	1,156,688.00	0.00	0.00	0.00	1,156,688.00	0.00 %
101-1007-40125	OVERTIME WAGES-POLICE DEPT	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.00 %
101-1007-40135	STANDBY WAGES-POLICE DEPT	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00 %
101-1007-41205	FICA-REGULAR-POLICE DEPT	27,874.00	27,874.00	0.00	0.00	0.00	27,874.00	0.00 %
101-1007-41210	FICA-MEDICARE-POLICE DEPT	16,332.00	16,332.00	0.00	0.00	0.00	16,332.00	0.00 %
101-1007-41215	PERA-POLICE DEPT	226,462.00	226,462.00	0.00	0.00	0.00	226,462.00	0.00 %
101-1007-41225	HEALTH INSURANCE-POLICE DEPT	282,519.00	282,519.00	0.00	0.00	0.00	282,519.00	0.00 %
101-1007-41226	RETIREE INSURANCE	42,239.00	42,239.00	0.00	0.00	0.00	42,239.00	0.00 %
101-1007-41240	WORKER'S COMP ASSESSMENT PR	190.00	190.00	0.00	0.00	0.00	190.00	0.00 %
101-1007-42310	PER DIEM-POLICE DEPT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
101-1007-42720	EMPLOYEE TRAINING-POLICE DEPT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
101-1007-43316	FUEL	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.00 %
101-1007-43465	RENT OF EQUIPMENT	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
101-1007-43740	PRINTING/PUBLISHING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1007-43770	SUBSCRIPTION & DUES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
101-1007-43775	TELEPHONE	15,200.00	15,200.00	0.00	0.00	0.00	15,200.00	0.00 %
101-1007-43815	SOFTWARE	43,000.00	43,000.00	0.00	0.00	0.00	43,000.00	0.00 %
101-1007-44606	OFFICE SUPPLIES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
101-1007-47420	MAINTENANCE VEHICLE/EQUIP-POLICE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1007-48598	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1007-48599	OTHER CONTRACTUAL SERVICES	281,587.00	281,587.00	0.00	0.00	0.00	281,587.00	0.00 %
	Expense Total:	**2,290,091.00**	**2,290,091.00**	**0.00**	**0.00**	**0.00**	**2,290,091.00**	**0.00%**
	Department: 1007 - Police Total:	**2,290,091.00**	**2,290,091.00**	**0.00**	**0.00**	**0.00**	**2,290,091.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 1008 - Animal Control								
Expense								
101-1008-40110	FULL-TIME WAGES-CODE ENF/ANM CONTR	114,400.00	114,400.00	0.00	0.00	0.00	114,400.00	0.00 %
101-1008-40125	OVERTIME WAGES-CODE ENF/ANIMAL CONT	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
101-1008-40135	STANDBY WAGES-CODE ENF/ANIMAL CONT	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	0.00 %
101-1008-41205	FICA-REGULAR-CODE ENF/ANIMAL CONTR	6,803.00	6,803.00	0.00	0.00	0.00	6,803.00	0.00 %
101-1008-41210	FICA-MEDICARE-CODE ENF/ANIMAL CONT	1,591.00	1,591.00	0.00	0.00	0.00	1,591.00	0.00 %
101-1008-41215	PERA-CODE ENF/ANIMAL CONTROL	12,947.00	12,947.00	0.00	0.00	0.00	12,947.00	0.00 %
101-1008-41225	HEALTH INSURANCE-CODE ENF/AN CONTR	50,712.00	50,712.00	0.00	0.00	0.00	50,712.00	0.00 %
101-1008-41226	RETIREE INSURANCE	3,292.00	3,292.00	0.00	0.00	0.00	3,292.00	0.00 %
101-1008-41240	WORKER'S COMP ASSESSMENT PR	30.00	30.00	0.00	0.00	0.00	30.00	0.00 %
101-1008-42305	MILEAGE REIMBURSEMENT	250.00	250.00	0.00	0.00	0.00	250.00	0.00 %
101-1008-42310	PER DIEM-CODE ENF/ANIMAL CONTROL	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1008-42620	UNIFORMS LINEN-CODE ENF/ANIMAL CONT	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	0.00 %
101-1008-42720	EMPLOYEE TRAINING-CODE ENF/ANIMAL C	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
101-1008-43316	FUEL	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00 %
101-1008-43740	PRINTING/PUBLISHING	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1008-43770	SUBSCRIPTION & DUES	100.00	100.00	0.00	0.00	0.00	100.00	0.00 %
101-1008-43775	TELEPHONE	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
101-1008-43815	SOFTWARE LIC/SOFTWARE UPDATE	3,250.00	3,250.00	0.00	0.00	0.00	3,250.00	0.00 %
101-1008-44606	OFFICE SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00	0.00 %
101-1008-44607	FIELD SUPP-CODE ENF/ANIMAL CONTROL	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
101-1008-44615	SAFETY EQUIPMENT	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
101-1008-47420	MAINTENANCE VEH/EQUIP-CODE ENF	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1008-48599	OTHER CONTRACTUAL SERVICES	960.00	960.00	0.00	0.00	0.00	960.00	0.00 %
	Expense Total:	**228,285.00**	**228,285.00**	**0.00**	**0.00**	**0.00**	**228,285.00**	**0.00%**
	Department: 1008 - Animal Control Total:	**228,285.00**	**228,285.00**	**0.00**	**0.00**	**0.00**	**228,285.00**	**0.00%**
Department: 1009 - Parks								
Expense								
101-1009-40110	FULL-TIME WAGES-MUNI RECREATION	162,240.00	162,240.00	0.00	0.00	0.00	162,240.00	0.00 %
101-1009-40115	PART-TIME WAGES-MUNI RECREATION	31,200.00	31,200.00	0.00	0.00	0.00	31,200.00	0.00 %
101-1009-40125	OVERTIME WAGES-MUNI RECREATION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1009-41205	FICA-REGULAR-MUNI RECREATION	11,746.00	11,746.00	0.00	0.00	0.00	11,746.00	0.00 %
101-1009-41210	FICA-MEDICARE-MUNI RECREATION	2,747.00	2,747.00	0.00	0.00	0.00	2,747.00	0.00 %
101-1009-41215	PERA-MUNI RECREATION	18,776.00	18,776.00	0.00	0.00	0.00	18,776.00	0.00 %
101-1009-41225	HEALTH INSURANCE-MUNI RECREATION	58,059.00	58,059.00	0.00	0.00	0.00	58,059.00	0.00 %
101-1009-41226	RETIREE INSURANCE	4,774.00	4,774.00	0.00	0.00	0.00	4,774.00	0.00 %
101-1009-41240	WORKER'S COMP ASSESSMENT PR	50.00	50.00	0.00	0.00	0.00	50.00	0.00 %
101-1009-42620	UNIFORMS/LINEN-MUNI RECREATION	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
101-1009-42720	EMPLOYEE TRAINING-MUNI RECREATION	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	0.00 %
101-1009-43316	FUEL	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1009-43403	REGULAR BUILDING MAINT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1009-43465	RENT OF EQUIPMENT	17,500.00	17,500.00	0.00	0.00	0.00	17,500.00	0.00 %
101-1009-43770	SUBSCRIPTION & DUES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
101-1009-43775	TELEPHONE	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	0.00 %
101-1009-44606	OFFICE SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00	0.00 %
101-1009-44607	FIELD SUPPLIES-MUNI RECREATION	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.00 %
101-1009-44609	RECREATION SUPPLIES-MUNI RECREATION	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
101-1009-44613	NON-CAPITAL ITEMS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
101-1009-44615	SAFETY EQUIPMENT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
101-1009-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	42,000.00	42,000.00	0.00	0.00	0.00	42,000.00	0.00 %
101-1009-47420	MAINTENANCE VEHICLE/EQUIP-RECREATIO	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1009-80845	CAPITAL IMPROVEMENTS EQUIPMENT	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
	Expense Total:	**454,892.00**	**454,892.00**	**0.00**	**0.00**	**0.00**	**454,892.00**	**0.00%**
	Department: 1009 - Parks Total:	**454,892.00**	**454,892.00**	**0.00**	**0.00**	**0.00**	**454,892.00**	**0.00%**
Department: 1010 - Community Dev								
Expense								
101-1010-40110	FULL TIME WAGES	112,320.00	112,320.00	0.00	0.00	0.00	112,320.00	0.00 %
101-1010-41205	FICA-REGULAR	6,825.00	6,825.00	0.00	0.00	0.00	6,825.00	0.00 %
101-1010-41210	FICA-MEDICARE	1,596.00	1,596.00	0.00	0.00	0.00	1,596.00	0.00 %
101-1010-41215	PERA	12,990.00	12,990.00	0.00	0.00	0.00	12,990.00	0.00 %
101-1010-41225	HEALTH INSURANCE	17,969.00	17,969.00	0.00	0.00	0.00	17,969.00	0.00 %
101-1010-41226	RETIREE INSURANCE	3,303.00	3,303.00	0.00	0.00	0.00	3,303.00	0.00 %
101-1010-41240	WORKER'S COMP ASSESSMENT PR	10.00	10.00	0.00	0.00	0.00	10.00	0.00 %
101-1010-42310	PER DIEM	200.00	200.00	0.00	0.00	0.00	200.00	0.00 %
101-1010-42720	EMPLOYEE TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1010-43465	RENT OF EQUIPMENT	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
101-1010-43740	PRINTING/PUBLISHING	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
101-1010-43770	SUBSCRIPTION & DUES	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00 %
101-1010-43775	TELEPHONE	700.00	700.00	0.00	0.00	0.00	700.00	0.00 %
101-1010-44606	OFFICE SUPPLIES	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
101-1010-48555	CLEAN UP & DEMOLITION COSTS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1010-48598	PROFESSIONAL SERVICES	135,000.00	135,000.00	0.00	0.00	0.00	135,000.00	0.00 %
	Expense Total:	**315,413.00**	**315,413.00**	**0.00**	**0.00**	**0.00**	**315,413.00**	**0.00%**
	Department: 1010 - Community Dev Total:	**315,413.00**	**315,413.00**	**0.00**	**0.00**	**0.00**	**315,413.00**	**0.00%**
Department: 1013 - Community Services								
Expense								
101-1013-40110	FULL - TIME WAGES	97,760.00	97,760.00	0.00	0.00	0.00	97,760.00	0.00 %
101-1013-41205	FICA-REGULAR	5,291.00	5,291.00	0.00	0.00	0.00	5,291.00	0.00 %
101-1013-41210	FICA-MEDICARE	1,237.00	1,237.00	0.00	0.00	0.00	1,237.00	0.00 %
101-1013-41215	PERA	10,069.00	10,069.00	0.00	0.00	0.00	10,069.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1013-41225	HEALTH INSURANCE	17,970.00	17,970.00	0.00	0.00	0.00	17,970.00	0.00 %
101-1013-41226	RETIREE INSURANCE	2,560.00	2,560.00	0.00	0.00	0.00	2,560.00	0.00 %
101-1013-41240	WORKER'S COMP ASSESSMENT PR	10.00	10.00	0.00	0.00	0.00	10.00	0.00 %
101-1013-42310	PER DIEM	400.00	400.00	0.00	0.00	0.00	400.00	0.00 %
101-1013-42620	UNIFORMS/LINEN	700.00	700.00	0.00	0.00	0.00	700.00	0.00 %
101-1013-42720	EMPLOYEE TRAINING	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1013-43316	FUEL	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.00 %
101-1013-44606	OFFICE SUPPLIES	200.00	200.00	0.00	0.00	0.00	200.00	0.00 %
101-1013-44607	FIELD SUPPLIES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
101-1013-44615	SAFETY EQUIPMENT	200.00	200.00	0.00	0.00	0.00	200.00	0.00 %
	Expense Total:	**149,097.00**	**149,097.00**	**0.00**	**0.00**	**0.00**	**149,097.00**	**0.00%**
	Department: 1013 - Community Services Total:	**149,097.00**	**149,097.00**	**0.00**	**0.00**	**0.00**	**149,097.00**	**0.00%**
Department: 1014 - Facility Man								
Expense								
101-1014-40110	FULL TIME WAGES-FACILITY MGT	208,000.00	208,000.00	0.00	0.00	0.00	208,000.00	0.00 %
101-1014-40125	OVERTIME WAGES-FACILITY MGT	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
101-1014-40135	STANDBY WAGES-FACILITY MGT	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
101-1014-41205	FICA-REGULAR-FACILITY MGT	14,183.00	14,183.00	0.00	0.00	0.00	14,183.00	0.00 %
101-1014-41210	FICA-MEDICARE-FACILITY MGT	3,317.00	3,317.00	0.00	0.00	0.00	3,317.00	0.00 %
101-1014-41215	PERA-FACILITY MGT	31,151.00	31,151.00	0.00	0.00	0.00	31,151.00	0.00 %
101-1014-41225	HEALTH INSURANCE-FACILITY MGT	111,211.00	111,211.00	0.00	0.00	0.00	111,211.00	0.00 %
101-1014-41226	RETIREE INSURANCE	6,098.00	6,098.00	0.00	0.00	0.00	6,098.00	0.00 %
101-1014-41240	WORKER'S COMP ASSESSMENT PR	60.00	60.00	0.00	0.00	0.00	60.00	0.00 %
101-1014-42620	UNIFORM/LINEN-FACILITY MGT	2,440.00	2,440.00	0.00	0.00	0.00	2,440.00	0.00 %
101-1014-42720	EMPLOYEE TRAINING-FACILITY MGT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
101-1014-43316	FUEL	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
101-1014-43403	REGULAR BUILDING MAINT-FACILITY MGT	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00 %
101-1014-43407	SEASONAL DECORATIONS-FAC MGT	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.00 %
101-1014-43465	RENT OF EQUIPMENT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
101-1014-43775	TELEPHONE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
101-1014-44606	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	0.00	300.00	0.00 %
101-1014-44607	FIELD SUPPLIES-FACILITY MGT	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
101-1014-44613	NON-CAPITAL ITEMS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
101-1014-44615	SAFETY EQUIPMENT	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.00 %
101-1014-47410	MAINTENANCE CONTRACTS	800.00	800.00	0.00	0.00	0.00	800.00	0.00 %
101-1014-47420	MAINTENANCE-VEHICLE/EQUIP-FACIL MGT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
	Expense Total:	**503,860.00**	**503,860.00**	**0.00**	**0.00**	**0.00**	**503,860.00**	**0.00%**
	Department: 1014 - Facility Man Total:	**503,860.00**	**503,860.00**	**0.00**	**0.00**	**0.00**	**503,860.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 1016 - Library								
Expense								
101-1016-40110	FULL TIME WAGES-LIBRARY DEPT	162,240.00	162,240.00	0.00	0.00	0.00	162,240.00	0.00 %
101-1016-40115	PART-TIME POSITION-LIBRARY DEPT	72,800.00	72,800.00	0.00	0.00	0.00	72,800.00	0.00 %
101-1016-41205	FICA-REGULAR-LIBRARY	14,189.00	14,189.00	0.00	0.00	0.00	14,189.00	0.00 %
101-1016-41210	FICA-MEDICARE-LIBRARY	3,319.00	3,319.00	0.00	0.00	0.00	3,319.00	0.00 %
101-1016-41215	PERA-LIBRARY	27,006.00	27,006.00	0.00	0.00	0.00	27,006.00	0.00 %
101-1016-41225	HEALTH INSURANCE-LIBRARY	38,271.00	38,271.00	0.00	0.00	0.00	38,271.00	0.00 %
101-1016-41240	WORKER'S COMP ASSESSMENT PR	60.00	60.00	0.00	0.00	0.00	60.00	0.00 %
101-1016-43770	SUBSCRIPTION & DUES	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	0.00 %
101-1016-43775	TELEPHONE	1,720.00	1,720.00	0.00	0.00	0.00	1,720.00	0.00 %
101-1016-44606	OFFICE SUPPLIES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
101-1016-44613	NON-CAPITAL ITEMS	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.00 %
101-1016-44830	CITY BOOK PURCHASING-LIBRARY	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00 %
	Expense Total:	**342,855.00**	**342,855.00**	**0.00**	**0.00**	**0.00**	**342,855.00**	**0.00%**
	Department: 1016 - Library Total:	**342,855.00**	**342,855.00**	**0.00**	**0.00**	**0.00**	**342,855.00**	**0.00%**
Department: 1017 - Hospital GRT								
Expense								
101-1017-43999	OPERATING COSTS	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
101-1017-48599	OTHER CONTRACTUAL SERVICES	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	0.00 %
	Expense Total:	**515,000.00**	**515,000.00**	**0.00**	**0.00**	**0.00**	**515,000.00**	**0.00%**
	Department: 1017 - Hospital GRT Total:	**515,000.00**	**515,000.00**	**0.00**	**0.00**	**0.00**	**515,000.00**	**0.00%**
Department: 1018 - Utility & Ins								
Expense								
101-1018-41235	UNEMPLOYMENT INS- GSD HR	31,500.00	31,500.00	0.00	0.00	0.00	31,500.00	0.00 %
101-1018-43780	UTILITIES	1,400,000.00	1,400,000.00	0.00	0.00	0.00	1,400,000.00	0.00 %
101-1018-43815	SOFTWARE LIC/SOFTWARE UPDATE	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.00 %
101-1018-43998	INTERCEPT	273,880.00	273,880.00	0.00	0.00	0.00	273,880.00	0.00 %
101-1018-43999	OPERATING COSTS	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	0.00 %
101-1018-46734	NMSIF INSURANCE	430,200.00	430,200.00	0.00	0.00	0.00	430,200.00	0.00 %
101-1018-48596	AUDIT CONTRACT	59,999.00	59,999.00	0.00	0.00	0.00	59,999.00	0.00 %
	Expense Total:	**2,295,579.00**	**2,295,579.00**	**0.00**	**0.00**	**0.00**	**2,295,579.00**	**0.00%**
	Department: 1018 - Utility & Ins Total:	**2,295,579.00**	**2,295,579.00**	**0.00**	**0.00**	**0.00**	**2,295,579.00**	**0.00%**
Department: 1099 - General Fund Revenues								
Revenue								
101-1099-30311	FRANCHISE TAX	55,000.00	55,000.00	0.00	0.00	0.00	-55,000.00	0.00 %
101-1099-30312	GROSS RECEIPTS (HOSPITAL)	500,000.00	500,000.00	0.00	0.00	0.00	-500,000.00	0.00 %
101-1099-30314	GROSS RECEIPTS-MUN.GEN.	2,500,000.00	2,500,000.00	0.00	0.00	0.00	-2,500,000.00	0.00 %
101-1099-30316	1/4% MGRT (POLICE)	350,000.00	350,000.00	0.00	0.00	0.00	-350,000.00	0.00 %
101-1099-30318	PROPERTY-CURRENT	215,000.00	215,000.00	0.00	0.00	0.00	-215,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1099-30319	PROPERTY-PRIOR YEAR	15,000.00	15,000.00	0.00	0.00	0.00	-15,000.00	0.00 %
101-1099-30325	GROSS RECEIPTS-MUN.DIST	2,911,000.00	2,911,000.00	0.00	0.00	0.00	-2,911,000.00	0.00 %
101-1099-30326	MOTOR VEHICLE-REGIST.	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	0.00 %
101-1099-30394	ADMIN FEE	30,000.00	30,000.00	0.00	0.00	0.00	-30,000.00	0.00 %
101-1099-32392	STATE-SMALL CITIES ASSIST	300,000.00	300,000.00	0.00	0.00	0.00	-300,000.00	0.00 %
101-1099-33331	ANIMAL LICENSES	800.00	800.00	0.00	0.00	0.00	-800.00	0.00 %
101-1099-33334	BUSINESS LICENSE/REGIST.	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	0.00 %
101-1099-33335	LIQUOR LICENSES	4,000.00	4,000.00	0.00	0.00	0.00	-4,000.00	0.00 %
101-1099-33338	OTHER LICENSES & PERMITS	3,000.00	3,000.00	0.00	0.00	0.00	-3,000.00	0.00 %
101-1099-34343	ANIMAL POUND FEES	92,000.00	92,000.00	0.00	0.00	0.00	-92,000.00	0.00 %
101-1099-34346	PRINTING/COPYING FEES	4,000.00	4,000.00	0.00	0.00	0.00	-4,000.00	0.00 %
101-1099-34348	RENT OF PUBLIC FACILITIES	35,000.00	35,000.00	0.00	0.00	0.00	-35,000.00	0.00 %
101-1099-34355	OTHER CHARGES FOR SERVICE	3,400.00	3,400.00	0.00	0.00	0.00	-3,400.00	0.00 %
101-1099-34377	PD TORC SCHOOL RESOURCE OFFICER	59,000.00	59,000.00	0.00	0.00	0.00	-59,000.00	0.00 %
101-1099-36373	INTEREST INCOME	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	0.00 %
101-1099-36410	NM STO INVESTMENT INCOME	51,650.00	51,650.00	0.00	0.00	0.00	-51,650.00	0.00 %
101-1099-36411	INVESTMENT INTEREST-CD	3,000.00	3,000.00	0.00	0.00	0.00	-3,000.00	0.00 %
101-1099-37371	DONATION	12,000.00	12,000.00	0.00	0.00	0.00	-12,000.00	0.00 %
101-1099-37380	MISCELLANEOUS REVENUE	5,000.00	5,000.00	0.00	0.00	0.00	-5,000.00	0.00 %
101-1099-37384	COMMUNICATIONS USE LEASE REIMB	2,605.00	2,605.00	0.00	0.00	0.00	-2,605.00	0.00 %
	Revenue Total:	**7,202,455.00**	**7,202,455.00**	**0.00**	**0.00**	**0.00**	**-7,202,455.00**	**0.00%**
	Department: 1099 - General Fund Revenues Total:	**7,202,455.00**	**7,202,455.00**	**0.00**	**0.00**	**0.00**	**-7,202,455.00**	**0.00%**
	Fund: 101 - General Surplus (Deficit):	**-2,188,300.00**	**-2,188,300.00**	**0.00**	**0.00**	**0.00**	**2,188,300.00**	**0.00%**
Fund: 201 - Corrections								
Department: 1903 - Corrections								
Expense								
201-1903-48598	PROFESSIONAL SERVICES - MEDICAL	31,000.00	31,000.00	0.00	0.00	0.00	31,000.00	0.00 %
201-1903-48710	CARE OF PRISONERS-SIERRA COUNTY	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.00 %
	Expense Total:	**76,000.00**	**76,000.00**	**0.00**	**0.00**	**0.00**	**76,000.00**	**0.00%**
	Department: 1903 - Corrections Total:	**76,000.00**	**76,000.00**	**0.00**	**0.00**	**0.00**	**76,000.00**	**0.00%**
	Fund: 201 - Corrections Total:	**76,000.00**	**76,000.00**	**0.00**	**0.00**	**0.00**	**76,000.00**	**0.00%**
Fund: 209 - Fire								
Department: 1603 - State Fire								
Revenue								
209-1603-32388	STATE-FIRE ALLOTMENT-STATE FIRE FD	506,060.00	506,060.00	0.00	0.00	0.00	-506,060.00	0.00 %
209-1603-36373	INTEREST INCOME	500.00	500.00	0.00	0.00	0.00	-500.00	0.00 %
	Revenue Total:	**506,560.00**	**506,560.00**	**0.00**	**0.00**	**0.00**	**-506,560.00**	**0.00%**
Expense								
209-1603-42310	PER DIEM-STATE FIRE FUND	750.00	750.00	0.00	0.00	0.00	750.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
209-1603-42720	Employee Training & Travel	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
209-1603-43316	FUEL	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
209-1603-43465	RENT OF EQUIPMENT	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00 %
209-1603-43770	SUBSCRIPTION & DUES	300.00	300.00	0.00	0.00	0.00	300.00	0.00 %
209-1603-43775	TELEPHONE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
209-1603-43780	UTILITIES	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	0.00 %
209-1603-43815	SOFTWARE LIC/SOFTWARE UPDATE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
209-1603-43999	OPERATING COSTS	625,615.00	625,615.00	0.00	0.00	0.00	625,615.00	0.00 %
209-1603-44607	FIELD SUPPLIES	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
209-1603-44613	NON-CAPITAL ITEMS	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
209-1603-44615	SAFETY EQUIPMENT	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	0.00 %
209-1603-46730	INSURANCE (NON EMPLOYEES)-ST FIRE	11,810.00	11,810.00	0.00	0.00	0.00	11,810.00	0.00 %
209-1603-47405	MAINTENANCE-BUILDING-STATE FIRE	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.00 %
209-1603-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
209-1603-47420	MAINTENANCE VEHICLE/EQUIP-STATE FIR	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.00 %
209-1603-47595	GENERAL FUND ADMIN FEE	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
209-1603-48599	OTHER CONTRACTUAL SERVICES	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
209-1603-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	725,000.00	725,000.00	0.00	0.00	0.00	725,000.00	0.00 %
	Expense Total:	**1,755,975.00**	**1,755,975.00**	**0.00**	**0.00**	**0.00**	**1,755,975.00**	**0.00%**
	Department: 1603 - State Fire Surplus (Deficit):	**-1,249,415.00**	**-1,249,415.00**	**0.00**	**0.00**	**0.00**	**1,249,415.00**	**0.00%**
	Fund: 209 - Fire Surplus (Deficit):	**-1,249,415.00**	**-1,249,415.00**	**0.00**	**0.00**	**0.00**	**1,249,415.00**	**0.00%**
Fund: 211 - Law Enforce Prot								
Department: 2003 - Law Enforce Prot								
Revenue								
211-2003-32389	STATE-LAW ENFORCEMENT DFA-LAW ENF P	113,000.00	113,000.00	0.00	0.00	0.00	-113,000.00	0.00 %
	Revenue Total:	**113,000.00**	**113,000.00**	**0.00**	**0.00**	**0.00**	**-113,000.00**	**0.00%**
Expense								
211-2003-42310	PER DIEM	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
211-2003-42535	EMPLOYEE TRAINING	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
211-2003-44573	UNIFORM & EQUIPMENT	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00 %
211-2003-44607	FIELD SUPPLIES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
211-2003-44613	NON-CAPITAL ITEMS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
211-2003-44615	SAFETY EQUIPMENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
211-2003-47420	MAINTENANCE-VEHICLE/EQUIP	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
211-2003-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	78,000.00	78,000.00	0.00	0.00	0.00	78,000.00	0.00 %
	Expense Total:	**113,000.00**	**113,000.00**	**0.00**	**0.00**	**0.00**	**113,000.00**	**0.00%**
	Department: 2003 - Law Enforce Prot Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 211 - Law Enforce Prot Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 214 - Lodgers Tax								
Department: 2501 - 1% PUBLIC ARTS								
Expense								
214-2501-60725	GRANTS TO SUB-RECIPIENTS (1% PUBLIC ARTS)	33,000.00	33,000.00	0.00	0.00	0.00	33,000.00	0.00 %
	Expense Total:	**33,000.00**	**33,000.00**	**0.00**	**0.00**	**0.00**	**33,000.00**	**0.00%**
	Department: 2501 - 1% PUBLIC ARTS Total:	**33,000.00**	**33,000.00**	**0.00**	**0.00**	**0.00**	**33,000.00**	**0.00%**
Department: 2503 - Lodgers Tax								
Revenue								
214-2503-30318	PROMOTION/ADVERTISG - LODGERS TAX BOARD	200,000.00	200,000.00	0.00	0.00	0.00	-200,000.00	0.00 %
214-2503-30319	NON-PROMOTION ADVERTISING-CITY	250,000.00	250,000.00	0.00	0.00	0.00	-250,000.00	0.00 %
214-2503-35317	LATE PENALTIES-LODGERS TAX FUND	2,000.00	2,000.00	0.00	0.00	0.00	-2,000.00	0.00 %
214-2503-36373	INTEREST INCOME	500.00	500.00	0.00	0.00	0.00	-500.00	0.00 %
214-2503-37323	1% CONVENTION CENTER FEE	80,000.00	80,000.00	0.00	0.00	0.00	-80,000.00	0.00 %
	Revenue Total:	**532,500.00**	**532,500.00**	**0.00**	**0.00**	**0.00**	**-532,500.00**	**0.00%**
Expense								
214-2503-40110	FULL TIME WAGES	49,920.00	49,920.00	0.00	0.00	0.00	49,920.00	0.00 %
214-2503-40125	OVERTIME WAGES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
214-2503-41205	FICA-REGULAR	3,076.00	3,076.00	0.00	0.00	0.00	3,076.00	0.00 %
214-2503-41210	FICA-MEDICARE	719.00	719.00	0.00	0.00	0.00	719.00	0.00 %
214-2503-41215	PERA	5,854.00	5,854.00	0.00	0.00	0.00	5,854.00	0.00 %
214-2503-41225	HEALTH INSURANCE	8,985.00	8,985.00	0.00	0.00	0.00	8,985.00	0.00 %
214-2503-41226	RETIREE INSURANCE	1,488.00	1,488.00	0.00	0.00	0.00	1,488.00	0.00 %
214-2503-41240	WORKER'S COMP ASSESSMENT PR	10.00	10.00	0.00	0.00	0.00	10.00	0.00 %
214-2503-43403	REGULAR BUILDING MAINT. CONVENTION FEE	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.00 %
214-2503-43805	BUILDING/STRUCTURES-LODGERS TAX FD	103,000.00	103,000.00	0.00	0.00	0.00	103,000.00	0.00 %
214-2503-44607	FIELD SUPPLIES	180,000.00	180,000.00	0.00	0.00	0.00	180,000.00	0.00 %
214-2503-44608	FIELD SUPPLIES - GOLF COURSE 10%	91,050.00	91,050.00	0.00	0.00	0.00	91,050.00	0.00 %
214-2503-48596	AUDIT CONTRACT SERVICES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
	Expense Total:	**655,102.00**	**655,102.00**	**0.00**	**0.00**	**0.00**	**655,102.00**	**0.00%**
	Department: 2503 - Lodgers Tax Surplus (Deficit):	**-122,602.00**	**-122,602.00**	**0.00**	**0.00**	**0.00**	**122,602.00**	**0.00%**
Department: 2540 - 40% CITY PORTION								
Expense								
214-2540-43775	TELEPHONE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
214-2540-60725	NON PROMOTIONAL SUB-RECIPIENTS	180,000.00	180,000.00	0.00	0.00	0.00	180,000.00	0.00 %
	Expense Total:	**181,000.00**	**181,000.00**	**0.00**	**0.00**	**0.00**	**181,000.00**	**0.00%**
	Department: 2540 - 40% CITY PORTION Total:	**181,000.00**	**181,000.00**	**0.00**	**0.00**	**0.00**	**181,000.00**	**0.00%**
Department: 2560 - 60% LODGERS TAX BOARD								
Expense								
214-2560-60725	PROMOTIONAL SUB-RECIPIENTS	147,000.00	147,000.00	0.00	0.00	0.00	147,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
	Expense Total:	**147,000.00**	**147,000.00**	**0.00**	**0.00**	**0.00**	**147,000.00**	**0.00%**
	Department: 2560 - 60% LODGERS TAX BOARD Total:	**147,000.00**	**147,000.00**	**0.00**	**0.00**	**0.00**	**147,000.00**	**0.00%**
	Fund: 214 - Lodgers Tax Surplus (Deficit):	**-483,602.00**	**-483,602.00**	**0.00**	**0.00**	**0.00**	**483,602.00**	**0.00%**
Fund: 216 - Muni Street								
Department: 4503 - Muni Street								
Revenue								
216-4503-30313	GRT 1/4% STREET FUND	725,000.00	725,000.00	0.00	0.00	0.00	-725,000.00	0.00 %
216-4503-30324	GASOLINE(1CT)STREET/ROAD-STREET MNT	80,000.00	80,000.00	0.00	0.00	0.00	-80,000.00	0.00 %
216-4503-36373	INTEREST INCOME	500.00	500.00	0.00	0.00	0.00	-500.00	0.00 %
	Revenue Total:	**805,500.00**	**805,500.00**	**0.00**	**0.00**	**0.00**	**-805,500.00**	**0.00%**
Expense								
216-4503-40110	FULL TIME WAGES	306,800.00	306,800.00	0.00	0.00	0.00	306,800.00	0.00 %
216-4503-40125	OVERTIME WAGES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
216-4503-40135	STANDBY WAGES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
216-4503-41205	FICA-REGULAR	18,793.00	18,793.00	0.00	0.00	0.00	18,793.00	0.00 %
216-4503-41210	FICA-MEDICARE	4,395.00	4,395.00	0.00	0.00	0.00	4,395.00	0.00 %
216-4503-41215	PERA	35,176.00	35,176.00	0.00	0.00	0.00	35,176.00	0.00 %
216-4503-41225	HEALTH INSURANCE	70,931.00	70,931.00	0.00	0.00	0.00	70,931.00	0.00 %
216-4503-41226	RETIREE INSURANCE	8,943.00	8,943.00	0.00	0.00	0.00	8,943.00	0.00 %
216-4503-41240	WORKER'S COMP ASSESSMENT PR	85.00	85.00	0.00	0.00	0.00	85.00	0.00 %
216-4503-42310	PER DIEM-STREET MAINTENANCE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
216-4503-42620	UNIFORM LINEN-MUNI STREET FUND	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
216-4503-42720	EMPLOYEE TRAINING-MUNI STREET FUND	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
216-4503-43316	FUEL	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.00 %
216-4503-43403	REGULAR BUILDING MAINT	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
216-4503-43465	RENT OF EQUIPMENT	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	0.00 %
216-4503-43550	ROADWAY MAINTENANCE	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	0.00 %
216-4503-43770	SUBSCRIPTION & DUES	5,550.00	5,550.00	0.00	0.00	0.00	5,550.00	0.00 %
216-4503-43775	TELEPHONE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
216-4503-43998	INTERCEPT	165,000.00	165,000.00	0.00	0.00	0.00	165,000.00	0.00 %
216-4503-43999	OPERATING COSTS-ADMIN FEE LOAN	15,500.00	15,500.00	0.00	0.00	0.00	15,500.00	0.00 %
216-4503-44606	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
216-4503-44607	FIELD SUPPLIES-STREETS	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00 %
216-4503-44613	NON-CAPITAL ITEMS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
216-4503-44615	SAFETY EQUIPMENT	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
216-4503-47420	MAINT.VEHICLE/FURN/EQUIP-STREET MAI	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.00 %
216-4503-80845	CAPITAL IMPROVEMENTS EQUIPMENT	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
216-4503-80861	INFRUSTRUCTURE/DAM SAFETY REPAIR	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
	Expense Total:	**1,072,473.00**	**1,072,473.00**	**0.00**	**0.00**	**0.00**	**1,072,473.00**	**0.00%**
	Department: 4503 - Muni Street Surplus (Deficit):	**-266,973.00**	**-266,973.00**	**0.00**	**0.00**	**0.00**	**266,973.00**	**0.00%**
	Fund: 216 - Muni Street Surplus (Deficit):	**-266,973.00**	**-266,973.00**	**0.00**	**0.00**	**0.00**	**266,973.00**	**0.00%**
Fund: 280 - CANNABIS REGULATION ACT								
Department: 2803 - CANNABIS REGULATION ACT								
Revenue								
280-2803-30314	GROSS RECEIPTS - CAN	65,000.00	65,000.00	0.00	0.00	0.00	-65,000.00	0.00 %
	Revenue Total:	**65,000.00**	**65,000.00**	**0.00**	**0.00**	**0.00**	**-65,000.00**	**0.00%**
Expense								
280-2803-43999	OPERATING COSTS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
	Expense Total:	**1,500.00**	**1,500.00**	**0.00**	**0.00**	**0.00**	**1,500.00**	**0.00%**
	Department: 2803 - CANNABIS REGULATION ACT Surplus (Deficit):	**63,500.00**	**63,500.00**	**0.00**	**0.00**	**0.00**	**-63,500.00**	**0.00%**
	Fund: 280 - CANNABIS REGULATION ACT Surplus (Deficit):	**63,500.00**	**63,500.00**	**0.00**	**0.00**	**0.00**	**-63,500.00**	**0.00%**
Fund: 293 - Vet Wall Perp								
Department: 5103 - Vet Wall Perp								
Revenue								
293-5103-37388	COLUMBARIUM REVENUES	775.00	775.00	0.00	0.00	0.00	-775.00	0.00 %
	Revenue Total:	**775.00**	**775.00**	**0.00**	**0.00**	**0.00**	**-775.00**	**0.00%**
Expense								
293-5103-44810	COLUMBARIUM EXPENSES	775.00	775.00	0.00	0.00	0.00	775.00	0.00 %
	Expense Total:	**775.00**	**775.00**	**0.00**	**0.00**	**0.00**	**775.00**	**0.00%**
	Department: 5103 - Vet Wall Perp Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 293 - Vet Wall Perp Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 294 - State Library								
Department: 5003 - State Library								
Revenue								
294-5003-32393	STATE LIBRARY GRANT- STATE LIBRARY	35,889.00	35,889.00	0.00	0.00	0.00	-35,889.00	0.00 %
294-5003-32394	STATE GRANT IN AID-STATE LIBRARY	15,000.00	15,000.00	0.00	0.00	0.00	-15,000.00	0.00 %
294-5003-37371	CONTRIBUTIONS/DONATIONS-ST LIBRARY	2,500.00	2,500.00	0.00	0.00	0.00	-2,500.00	0.00 %
	Revenue Total:	**53,389.00**	**53,389.00**	**0.00**	**0.00**	**0.00**	**-53,389.00**	**0.00%**
Expense								
294-5003-60834	STATE LIBRARY GRANT-STATE LIBRARY	35,889.00	35,889.00	0.00	0.00	0.00	35,889.00	0.00 %
294-5003-60835	LIBRARY STATE GRANT IN AID	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
	Expense Total:	**50,889.00**	**50,889.00**	**0.00**	**0.00**	**0.00**	**50,889.00**	**0.00%**
	Department: 5003 - State Library Surplus (Deficit):	**2,500.00**	**2,500.00**	**0.00**	**0.00**	**0.00**	**-2,500.00**	**0.00%**
	Fund: 294 - State Library Surplus (Deficit):	**2,500.00**	**2,500.00**	**0.00**	**0.00**	**0.00**	**-2,500.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 295 - Muni Pool								
Department: 4803 - Muni Pool								
Revenue								
295-4803-30315	GRT	700.00	700.00	0.00	0.00	0.00	-700.00	0.00 %
295-4803-34351	SWIMMING POOL PROCEEDS	7,500.00	7,500.00	0.00	0.00	0.00	-7,500.00	0.00 %
295-4803-34355	POOL DEPOSIT/RENTAL	1,200.00	1,200.00	0.00	0.00	0.00	-1,200.00	0.00 %
	Revenue Total:	**9,400.00**	**9,400.00**	**0.00**	**0.00**	**0.00**	**-9,400.00**	**0.00%**
Expense								
295-4803-40110	FULL TIME WAGES-MUNI POOL	39,520.00	39,520.00	0.00	0.00	0.00	39,520.00	0.00 %
295-4803-40120	TEMPORARY POSITION	100,880.00	100,880.00	0.00	0.00	0.00	100,880.00	0.00 %
295-4803-40125	OVERTIME WAGES-MUNI POOL	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
295-4803-41205	FICA - REGULAR-MUNI POOL	8,653.00	8,653.00	0.00	0.00	0.00	8,653.00	0.00 %
295-4803-41210	FICA - MEDICARE-MUNI POOL	2,024.00	2,024.00	0.00	0.00	0.00	2,024.00	0.00 %
295-4803-41215	PERA-MUNI POOL	4,489.00	4,489.00	0.00	0.00	0.00	4,489.00	0.00 %
295-4803-41225	HEALTH INSURANCE-MUNI POOL	85.00	85.00	0.00	0.00	0.00	85.00	0.00 %
295-4803-41226	RETIREE INSURANCE	1,141.00	1,141.00	0.00	0.00	0.00	1,141.00	0.00 %
295-4803-41240	WORKER'S COMP ASSESSMENT PR	40.00	40.00	0.00	0.00	0.00	40.00	0.00 %
295-4803-42620	UNIFORMS-LIFEGUARDS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
295-4803-42720	EMPLOYEE TRAINING-MUNI POOL	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
295-4803-43403	REGULAR BUILDING MAINT	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
295-4803-43465	RENT OF EQUIPMENT	700.00	700.00	0.00	0.00	0.00	700.00	0.00 %
295-4803-43775	TELEPHONE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
295-4803-44606	OFFICE SUPPLIES-MUNI POOL	200.00	200.00	0.00	0.00	0.00	200.00	0.00 %
295-4803-44607	FIELD SUPPLIES-MUNI POOL	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
295-4803-44615	SAFETY EQUIPMENT	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
295-4803-46794	GOVT. GROSS RECEIPTS-MUNI POOL	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
	Expense Total:	**204,732.00**	**204,732.00**	**0.00**	**0.00**	**0.00**	**204,732.00**	**0.00%**
	Department: 4803 - Muni Pool Surplus (Deficit):	**-195,332.00**	**-195,332.00**	**0.00**	**0.00**	**0.00**	**195,332.00**	**0.00%**
	Fund: 295 - Muni Pool Surplus (Deficit):	**-195,332.00**	**-195,332.00**	**0.00**	**0.00**	**0.00**	**195,332.00**	**0.00%**
Fund: 296 - PD GRT								
Department: 2403 - PD GRT								
Revenue								
296-2403-30316	1/4% MGRT (POLICE)	380,000.00	380,000.00	0.00	0.00	0.00	-380,000.00	0.00 %
296-2403-36373	INTEREST INCOME	120.00	120.00	0.00	0.00	0.00	-120.00	0.00 %
	Revenue Total:	**380,120.00**	**380,120.00**	**0.00**	**0.00**	**0.00**	**-380,120.00**	**0.00%**
Expense								
296-2403-43999	OPERATING COSTS	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00 %
296-2403-44613	NON-CAPITAL ITEMS	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
296-2403-44615	SAFETY EQUIPMENT	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
296-2403-44616	TRAINING SUPPLIES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
296-2403-48598	PROFESSIONAL SERVICES	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
296-2403-80805	BUILDINGS & STRUCTURES	430,000.00	430,000.00	0.00	0.00	0.00	430,000.00	0.00 %
296-2403-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.00 %
	Expense Total:	**598,000.00**	**598,000.00**	**0.00**	**0.00**	**0.00**	**598,000.00**	**0.00%**
	Department: 2403 - PD GRT Surplus (Deficit):	**-217,880.00**	**-217,880.00**	**0.00**	**0.00**	**0.00**	**217,880.00**	**0.00%**
	Fund: 296 - PD GRT Surplus (Deficit):	**-217,880.00**	**-217,880.00**	**0.00**	**0.00**	**0.00**	**217,880.00**	**0.00%**
Fund: 298 - PD Donations								
Department: 2105 - SHOP W/ COP CASH								
Revenue								
298-2105-37394	SHOP W/ COP DONATIONS	6,000.00	6,000.00	0.00	0.00	0.00	-6,000.00	0.00 %
	Revenue Total:	**6,000.00**	**6,000.00**	**0.00**	**0.00**	**0.00**	**-6,000.00**	**0.00%**
Expense								
298-2105-45607	SHOP W/ COP EXPENSES	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
	Expense Total:	**6,000.00**	**6,000.00**	**0.00**	**0.00**	**0.00**	**6,000.00**	**0.00%**
	Department: 2105 - SHOP W/ COP CASH Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 2106 - DARE PROGRAM								
Revenue								
298-2106-37394	DARE PROGRAM DONATIONS	1,200.00	1,200.00	0.00	0.00	0.00	-1,200.00	0.00 %
	Revenue Total:	**1,200.00**	**1,200.00**	**0.00**	**0.00**	**0.00**	**-1,200.00**	**0.00%**
Expense								
298-2106-45607	DARE PROGRAM EXPENSES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
	Expense Total:	**1,500.00**	**1,500.00**	**0.00**	**0.00**	**0.00**	**1,500.00**	**0.00%**
	Department: 2106 - DARE PROGRAM Surplus (Deficit):	**-300.00**	**-300.00**	**0.00**	**0.00**	**0.00**	**300.00**	**0.00%**
	Fund: 298 - PD Donations Surplus (Deficit):	**-300.00**	**-300.00**	**0.00**	**0.00**	**0.00**	**300.00**	**0.00%**
Fund: 299 - SPECIAL REVENUE FUNDS								
Department: 2004 - NMDOT TRAFFIC SAFETY GRANT - ENDWI								
Revenue								
299-2004-32375	State Grants ENDWI	3,570.00	3,570.00	0.00	0.00	0.00	-3,570.00	0.00 %
	Revenue Total:	**3,570.00**	**3,570.00**	**0.00**	**0.00**	**0.00**	**-3,570.00**	**0.00%**
	Department: 2004 - NMDOT TRAFFIC SAFETY GRANT - ENDWI Total:	**3,570.00**	**3,570.00**	**0.00**	**0.00**	**0.00**	**-3,570.00**	**0.00%**
Department: 2005 - NMDOT TRAFFIC SAFETY GRANT - BKLUP								
Revenue								
299-2005-32375	State Grants BKLUP	1,075.00	1,075.00	0.00	0.00	0.00	-1,075.00	0.00 %
	Revenue Total:	**1,075.00**	**1,075.00**	**0.00**	**0.00**	**0.00**	**-1,075.00**	**0.00%**
	Department: 2005 - NMDOT TRAFFIC SAFETY GRANT - BKLUP Total:	**1,075.00**	**1,075.00**	**0.00**	**0.00**	**0.00**	**-1,075.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 2006 - NMDOT TRAFFIC SAFETY GRANT - STEP								
Revenue								
299-2006-32375	State Grants STEP	7,570.00	7,570.00	0.00	0.00	0.00	-7,570.00	0.00 %
	Revenue Total:	**7,570.00**	**7,570.00**	**0.00**	**0.00**	**0.00**	**-7,570.00**	**0.00%**
	Department: 2006 - NMDOT TRAFFIC SAFETY GRANT - STEP Total:	**7,570.00**	**7,570.00**	**0.00**	**0.00**	**0.00**	**-7,570.00**	**0.00%**
Department: 7051 - BFAS GRANT-MEDICAL TREATMENT								
Expense								
299-7051-48710	Professional Serv -BFAS GRANT-MEDICAL TREATMENT	7,929.00	7,929.00	0.00	0.00	0.00	7,929.00	0.00 %
	Expense Total:	**7,929.00**	**7,929.00**	**0.00**	**0.00**	**0.00**	**7,929.00**	**0.00%**
	Department: 7051 - BFAS GRANT-MEDICAL TREATMENT Total:	**7,929.00**	**7,929.00**	**0.00**	**0.00**	**0.00**	**7,929.00**	**0.00%**
Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT								
Revenue								
299-7052-32375	State Grants 2022-2023 15PBJA-23-GG-00024-BSCI	41,476.00	41,476.00	0.00	0.00	0.00	-41,476.00	0.00 %
	Revenue Total:	**41,476.00**	**41,476.00**	**0.00**	**0.00**	**0.00**	**-41,476.00**	**0.00%**
	Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT Total:	**41,476.00**	**41,476.00**	**0.00**	**0.00**	**0.00**	**-41,476.00**	**0.00%**
Department: 7067 - NM VET MED GRANT FY26								
Expense								
299-7067-48598	Professional Serv-NM VET MED GRANT FY26	34,174.00	34,174.00	0.00	0.00	0.00	34,174.00	0.00 %
	Expense Total:	**34,174.00**	**34,174.00**	**0.00**	**0.00**	**0.00**	**34,174.00**	**0.00%**
	Department: 7067 - NM VET MED GRANT FY26 Total:	**34,174.00**	**34,174.00**	**0.00**	**0.00**	**0.00**	**34,174.00**	**0.00%**
Department: 7073 - BFAS GRANT 01-21-26								
Expense								
299-7073-42720	BFAS GRANT 01-21-26 Employee Training & Travel	3,700.00	3,700.00	0.00	0.00	0.00	3,700.00	0.00 %
299-7073-44607	BFAS GRANT 01-21-26 FIELD SUPPLIES	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.00 %
	Expense Total:	**5,000.00**	**5,000.00**	**0.00**	**0.00**	**0.00**	**5,000.00**	**0.00%**
	Department: 7073 - BFAS GRANT 01-21-26 Total:	**5,000.00**	**5,000.00**	**0.00**	**0.00**	**0.00**	**5,000.00**	**0.00%**
Department: 9999 - Revolving Fund								
Revenue								
299-9999-36373	INTEREST INCOME	45.00	45.00	0.00	0.00	0.00	-45.00	0.00 %
	Revenue Total:	**45.00**	**45.00**	**0.00**	**0.00**	**0.00**	**-45.00**	**0.00%**
	Department: 9999 - Revolving Fund Total:	**45.00**	**45.00**	**0.00**	**0.00**	**0.00**	**-45.00**	**0.00%**
	Fund: 299 - SPECIAL REVENUE FUNDS Surplus (Deficit):	**6,633.00**	**6,633.00**	**0.00**	**0.00**	**0.00**	**-6,633.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - Vet Wall								
Department: 4703 - Vet Wall								
Expense								
303-4703-43775	TELEPHONE	3,650.00	3,650.00	0.00	0.00	0.00	3,650.00	0.00 %
	Expense Total:	**3,650.00**	**3,650.00**	**0.00**	**0.00**	**0.00**	**3,650.00**	**0.00%**
	Department: 4703 - Vet Wall Total:	**3,650.00**	**3,650.00**	**0.00**	**0.00**	**0.00**	**3,650.00**	**0.00%**
	Fund: 303 - Vet Wall Total:	**3,650.00**	**3,650.00**	**0.00**	**0.00**	**0.00**	**3,650.00**	**0.00%**
Fund: 304 - Senior Grants								
Department: 7046 - SJOA Grant Agreement A2412022 - Vehicle Purchase								
Revenue								
304-7046-32314	State Grants - A24-I2022 SJOA Passenger Vehicle	6,714.00	6,714.00	0.00	0.00	0.00	-6,714.00	0.00 %
	Revenue Total:	**6,714.00**	**6,714.00**	**0.00**	**0.00**	**0.00**	**-6,714.00**	**0.00%**
Expense								
304-7046-80810	OTHER CAP EQUIP VEHICLES-A24-I2022 SJOA Passenger	6,714.00	6,714.00	0.00	0.00	0.00	6,714.00	0.00 %
	Expense Total:	**6,714.00**	**6,714.00**	**0.00**	**0.00**	**0.00**	**6,714.00**	**0.00%**
	Department: 7046 - SJOA Grant Agreement A2412022 - Vehicle Purchase Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7049 - SJOA Grant Agreement A2412021 - Vehicle Purchase								
Revenue								
304-7049-32314	State Grants- A24-I2021 SJOA Meal Truck	8,598.00	8,598.00	0.00	0.00	0.00	-8,598.00	0.00 %
	Revenue Total:	**8,598.00**	**8,598.00**	**0.00**	**0.00**	**0.00**	**-8,598.00**	**0.00%**
Expense								
304-7049-80810	OTHER CAP EQUIP VEHICLE A24-I2021 SJOA Meal Truck	8,598.00	8,598.00	0.00	0.00	0.00	8,598.00	0.00 %
	Expense Total:	**8,598.00**	**8,598.00**	**0.00**	**0.00**	**0.00**	**8,598.00**	**0.00%**
	Department: 7049 - SJOA Grant Agreement A2412021 - Vehicle Purchase Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7065 - SJOA A25J2035 WALK IN								
Revenue								
304-7065-32314	State Grants-SJOA A25J2035 WALK-IN	26,000.00	26,000.00	0.00	0.00	0.00	-26,000.00	0.00 %
	Revenue Total:	**26,000.00**	**26,000.00**	**0.00**	**0.00**	**0.00**	**-26,000.00**	**0.00%**
Expense								
304-7065-80805	BUILDINGS/STRUCTURES A25J2035 WALK-IN	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00 %
	Expense Total:	**26,000.00**	**26,000.00**	**0.00**	**0.00**	**0.00**	**26,000.00**	**0.00%**
	Department: 7065 - SJOA A25J2035 WALK IN Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7071 - SJOA A22G2019-G614								
Revenue								
304-7071-32314	State Grants-SJOA A22G2019-G614	36,710.00	36,710.00	0.00	0.00	0.00	-36,710.00	0.00 %
	Revenue Total:	**36,710.00**	**36,710.00**	**0.00**	**0.00**	**0.00**	**-36,710.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
304-7071-80805	Capital Outlay-SJOA A22G2019-G614	36,710.00	36,710.00	0.00	0.00	0.00	36,710.00	0.00 %
	Expense Total:	**36,710.00**	**36,710.00**	**0.00**	**0.00**	**0.00**	**36,710.00**	**0.00%**
	Department: 7071 - SJOA A22G2019-G614 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7072 - SJOA VEHICLE A24-I5393								
Revenue								
304-7072-32314	SJOA VEHICLE GRANT A24-I5393	89,987.00	89,987.00	0.00	0.00	0.00	-89,987.00	0.00 %
	Revenue Total:	**89,987.00**	**89,987.00**	**0.00**	**0.00**	**0.00**	**-89,987.00**	**0.00%**
Expense								
304-7072-80810	SJOA VEHICLE A24-I5393	89,987.00	89,987.00	0.00	0.00	0.00	89,987.00	0.00 %
	Expense Total:	**89,987.00**	**89,987.00**	**0.00**	**0.00**	**0.00**	**89,987.00**	**0.00%**
	Department: 7072 - SJOA VEHICLE A24-I5393 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 304 - Senior Grants Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 305 - CI Gen								
Department: 6003 - CI Gen								
Revenue								
305-6003-36373	INTEREST INCOME	40.00	40.00	0.00	0.00	0.00	-40.00	0.00 %
	Revenue Total:	**40.00**	**40.00**	**0.00**	**0.00**	**0.00**	**-40.00**	**0.00%**
Expense								
305-6003-43550	SIDEWALK IMPROVEMENTS-ASHBAUGH	85,232.00	85,232.00	0.00	0.00	0.00	85,232.00	0.00 %
	Expense Total:	**85,232.00**	**85,232.00**	**0.00**	**0.00**	**0.00**	**85,232.00**	**0.00%**
	Department: 6003 - CI Gen Surplus (Deficit):	**-85,192.00**	**-85,192.00**	**0.00**	**0.00**	**0.00**	**85,192.00**	**0.00%**
Department: 7029 - ANIMAL SHELTER GRANT 23-H3214								
Revenue								
305-7029-32380	Local / State Grants/Loans	415,434.00	415,434.00	0.00	0.00	0.00	-415,434.00	0.00 %
	Revenue Total:	**415,434.00**	**415,434.00**	**0.00**	**0.00**	**0.00**	**-415,434.00**	**0.00%**
Expense								
305-7029-80805	BUILDINGS & STRUCTURES-ANIMAL SHELTER 23-H3214	445,500.00	445,500.00	0.00	0.00	0.00	445,500.00	0.00 %
	Expense Total:	**445,500.00**	**445,500.00**	**0.00**	**0.00**	**0.00**	**445,500.00**	**0.00%**
	Department: 7029 - ANIMAL SHELTER GRANT 23-H3214 Surplus (Deficit):	**-30,066.00**	**-30,066.00**	**0.00**	**0.00**	**0.00**	**30,066.00**	**0.00%**
Department: 7062 - Animal Shelter Grant Appropriation 25-J3166								
Revenue								
305-7062-32380	Animal Shelter Appropriation 25-J3166 State Grant	495,000.00	495,000.00	0.00	0.00	0.00	-495,000.00	0.00 %
	Revenue Total:	**495,000.00**	**495,000.00**	**0.00**	**0.00**	**0.00**	**-495,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
305-7062-80805	AS AppropriatiON 25-J3166-BUILDINGS & STRUCTURES	495,000.00	495,000.00	0.00	0.00	0.00	495,000.00	0.00 %
	Expense Total:	**495,000.00**	**495,000.00**	**0.00**	**0.00**	**0.00**	**495,000.00**	**0.00%**
	Department: 7062 - Animal Shelter Grant Appropriation 25-J3166 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 305 - CI Gen Surplus (Deficit):	**-115,258.00**	**-115,258.00**	**0.00**	**0.00**	**0.00**	**115,258.00**	**0.00%**
Fund: 306 - CI Jt Uti								
Department: 6103 - CI Jt Uti								
Revenue								
306-6103-36373	INTEREST INCOME	25.00	25.00	0.00	0.00	0.00	-25.00	0.00 %
	Revenue Total:	**25.00**	**25.00**	**0.00**	**0.00**	**0.00**	**-25.00**	**0.00%**
	Department: 6103 - CI Jt Uti Total:	**25.00**	**25.00**	**0.00**	**0.00**	**0.00**	**-25.00**	**0.00%**
	Fund: 306 - CI Jt Uti Total:	**25.00**	**25.00**	**0.00**	**0.00**	**0.00**	**-25.00**	**0.00%**
Fund: 311 - R&R Sewer								
Department: 8103 - R&R Sewer								
Revenue								
311-8103-36411	INVESTMENT INTEREST-R&R SEWER CD	3,150.00	3,150.00	0.00	0.00	0.00	-3,150.00	0.00 %
	Revenue Total:	**3,150.00**	**3,150.00**	**0.00**	**0.00**	**0.00**	**-3,150.00**	**0.00%**
	Department: 8103 - R&R Sewer Total:	**3,150.00**	**3,150.00**	**0.00**	**0.00**	**0.00**	**-3,150.00**	**0.00%**
	Fund: 311 - R&R Sewer Total:	**3,150.00**	**3,150.00**	**0.00**	**0.00**	**0.00**	**-3,150.00**	**0.00%**
Fund: 312 - R&R Airport								
Department: 7066 - NM DOT FY26 GRANT TCS-26-01								
Revenue								
312-7066-32375	State Grants -NM DOT FY26 GRANT TCS-26-01	20,000.00	20,000.00	0.00	0.00	0.00	-20,000.00	0.00 %
	Revenue Total:	**20,000.00**	**20,000.00**	**0.00**	**0.00**	**0.00**	**-20,000.00**	**0.00%**
Expense								
312-7066-45600	ENTITY MATCH -TCS-26-01	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
312-7066-47415	Maint GROUNDS & ROADWAYS TCS-26-01	9,809.00	9,809.00	0.00	0.00	0.00	9,809.00	0.00 %
	Expense Total:	**11,809.00**	**11,809.00**	**0.00**	**0.00**	**0.00**	**11,809.00**	**0.00%**
	Department: 7066 - NM DOT FY26 GRANT TCS-26-01 Surplus (Deficit):	**8,191.00**	**8,191.00**	**0.00**	**0.00**	**0.00**	**-8,191.00**	**0.00%**
	Fund: 312 - R&R Airport Surplus (Deficit):	**8,191.00**	**8,191.00**	**0.00**	**0.00**	**0.00**	**-8,191.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 313 - R&R Water								
Department: 8503 - R&R Water								
Revenue								
313-8503-36411	INVESTMENT INTEREST-R&R WATER CD	7,000.00	7,000.00	0.00	0.00	0.00	-7,000.00	0.00 %
	Revenue Total:	**7,000.00**	**7,000.00**	**0.00**	**0.00**	**0.00**	**-7,000.00**	**0.00%**
	Department: 8503 - R&R Water Total:	**7,000.00**	**7,000.00**	**0.00**	**0.00**	**0.00**	**-7,000.00**	**0.00%**
	Fund: 313 - R&R Water Total:	**7,000.00**	**7,000.00**	**0.00**	**0.00**	**0.00**	**-7,000.00**	**0.00%**
Fund: 314 - CDBG								
Department: 7030 - CDBG Comprehensive Plan								
Revenue								
314-7030-32375	STATE GRANTS 22-C-NR-I-06-G-103 CDBG Comp Plan	8,000.00	8,000.00	0.00	0.00	0.00	-8,000.00	0.00 %
	Revenue Total:	**8,000.00**	**8,000.00**	**0.00**	**0.00**	**0.00**	**-8,000.00**	**0.00%**
Expense								
314-7030-48598	Prof Serv/Contracts 22-C-NR-I-06-G-103 Comp Plan	2,918.00	2,918.00	0.00	0.00	0.00	2,918.00	0.00 %
	Expense Total:	**2,918.00**	**2,918.00**	**0.00**	**0.00**	**0.00**	**2,918.00**	**0.00%**
	Department: 7030 - CDBG Comprehensive Plan Surplus (Deficit):	**5,082.00**	**5,082.00**	**0.00**	**0.00**	**0.00**	**-5,082.00**	**0.00%**
Department: 8603 - CDBG								
Revenue								
314-8603-32375	OTHER STATE GRANTS	711,632.00	711,632.00	0.00	0.00	0.00	-711,632.00	0.00 %
	Revenue Total:	**711,632.00**	**711,632.00**	**0.00**	**0.00**	**0.00**	**-711,632.00**	**0.00%**
Expense								
314-8603-48598	Professional Serv/Contracts	780,091.00	780,091.00	0.00	0.00	0.00	780,091.00	0.00 %
	Expense Total:	**780,091.00**	**780,091.00**	**0.00**	**0.00**	**0.00**	**780,091.00**	**0.00%**
	Department: 8603 - CDBG Surplus (Deficit):	**-68,459.00**	**-68,459.00**	**0.00**	**0.00**	**0.00**	**68,459.00**	**0.00%**
	Fund: 314 - CDBG Surplus (Deficit):	**-63,377.00**	**-63,377.00**	**0.00**	**0.00**	**0.00**	**63,377.00**	**0.00%**
Fund: 315 - CI Reserve								
Department: 7027 - Comm Project Funding Wtr Infrastructure								
Revenue								
315-7027-32386	State Grants- B-23-CP-NM-1048 HUD Crit Wtr Line	867,294.00	867,294.00	0.00	0.00	0.00	-867,294.00	0.00 %
	Revenue Total:	**867,294.00**	**867,294.00**	**0.00**	**0.00**	**0.00**	**-867,294.00**	**0.00%**
	Department: 7027 - Comm Project Funding Wtr Infrastructure Total:	**867,294.00**	**867,294.00**	**0.00**	**0.00**	**0.00**	**-867,294.00**	**0.00%**
Department: 9003 - CI Reserve								
Revenue								
315-9003-36373	INTEREST INCOME	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	0.00 %
	Revenue Total:	**1,000.00**	**1,000.00**	**0.00**	**0.00**	**0.00**	**-1,000.00**	**0.00%**
	Department: 9003 - CI Reserve Total:	**1,000.00**	**1,000.00**	**0.00**	**0.00**	**0.00**	**-1,000.00**	**0.00%**
	Fund: 315 - CI Reserve Total:	**868,294.00**	**868,294.00**	**0.00**	**0.00**	**0.00**	**-868,294.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 316 - Emergency Reserve								
Department: 9103 - Emergency Reserve Jt Util								
Revenue								
316-9103-36373	INTEREST INCOME	60.00	60.00	0.00	0.00	0.00	-60.00	0.00 %
316-9103-36411	INVESTMENT INTEREST-E.R. RESERVE CD	700.00	700.00	0.00	0.00	0.00	-700.00	0.00 %
	Revenue Total:	**760.00**	**760.00**	**0.00**	**0.00**	**0.00**	**-760.00**	**0.00%**
	Department: 9103 - Emergency Reserve Jt Util Total:	**760.00**	**760.00**	**0.00**	**0.00**	**0.00**	**-760.00**	**0.00%**
	Fund: 316 - Emergency Reserve Total:	**760.00**	**760.00**	**0.00**	**0.00**	**0.00**	**-760.00**	**0.00%**
Fund: 317 - WW Reserve								
Department: 9203 - WW Reserve								
Revenue								
317-9203-36373	INTEREST INCOME	75.00	75.00	0.00	0.00	0.00	-75.00	0.00 %
317-9203-36411	INVESTMENT INTEREST-WWR RESERVE CD	2,000.00	2,000.00	0.00	0.00	0.00	-2,000.00	0.00 %
	Revenue Total:	**2,075.00**	**2,075.00**	**0.00**	**0.00**	**0.00**	**-2,075.00**	**0.00%**
	Department: 9203 - WW Reserve Total:	**2,075.00**	**2,075.00**	**0.00**	**0.00**	**0.00**	**-2,075.00**	**0.00%**
	Fund: 317 - WW Reserve Total:	**2,075.00**	**2,075.00**	**0.00**	**0.00**	**0.00**	**-2,075.00**	**0.00%**
Fund: 318 - Elec Const Reserve								
Department: 9303 - Elec Const Reserve								
Revenue								
318-9303-36373	INTEREST INCOME	20.00	20.00	0.00	0.00	0.00	-20.00	0.00 %
318-9303-36411	INVESTMENT INTEREST-E.C. RESERVE CD	1,500.00	1,500.00	0.00	0.00	0.00	-1,500.00	0.00 %
	Revenue Total:	**1,520.00**	**1,520.00**	**0.00**	**0.00**	**0.00**	**-1,520.00**	**0.00%**
	Department: 9303 - Elec Const Reserve Total:	**1,520.00**	**1,520.00**	**0.00**	**0.00**	**0.00**	**-1,520.00**	**0.00%**
	Fund: 318 - Elec Const Reserve Total:	**1,520.00**	**1,520.00**	**0.00**	**0.00**	**0.00**	**-1,520.00**	**0.00%**
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS								
Department: 6603 - MSD / USDA WATER SYSTEM IMPROVEMENTS								
Revenue								
320-6603-31375	FEDERAL GRANTS	118,192.00	118,192.00	0.00	0.00	0.00	-118,192.00	0.00 %
	Revenue Total:	**118,192.00**	**118,192.00**	**0.00**	**0.00**	**0.00**	**-118,192.00**	**0.00%**
	Department: 6603 - MSD / USDA WATER SYSTEM IMPROVEMENTS Total:	**118,192.00**	**118,192.00**	**0.00**	**0.00**	**0.00**	**-118,192.00**	**0.00%**
Department: 7017 - USDA WATER SYSTEM IMPROVEMENTS P1								
Revenue								
320-7017-31375	FEDERAL GRANTS-WSPI-1 USDA WTR SYS PER IMPROV	2,720,000.00	2,720,000.00	0.00	0.00	0.00	-2,720,000.00	0.00 %
	Revenue Total:	**2,720,000.00**	**2,720,000.00**	**0.00**	**0.00**	**0.00**	**-2,720,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
320-7017-80860	INFRASTRUCTURE-WSPI-1 USDA WTR SYS PER IMPROV	2,720,000.00	2,720,000.00	0.00	0.00	0.00	2,720,000.00	0.00 %
	Expense Total:	**2,720,000.00**	**2,720,000.00**	**0.00**	**0.00**	**0.00**	**2,720,000.00**	**0.00%**
	Department: 7017 - USDA WATER SYSTEM IMPROVEMENTS P1 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7042 - USDA WATER SYSTEM IMPROV (WISPI 2)								
Revenue								
320-7042-31375	WSPI-2 USDA WTR SYSTEM PERF IMPRV-Federal Grants	7,227,000.00	7,227,000.00	0.00	0.00	0.00	-7,227,000.00	0.00 %
	Revenue Total:	**7,227,000.00**	**7,227,000.00**	**0.00**	**0.00**	**0.00**	**-7,227,000.00**	**0.00%**
Expense								
320-7042-80860	WSPI-2 USDA WTR SYSTEM PERF IMPRV-INFRASTRUCTURE	7,227,000.00	7,227,000.00	0.00	0.00	0.00	7,227,000.00	0.00 %
	Expense Total:	**7,227,000.00**	**7,227,000.00**	**0.00**	**0.00**	**0.00**	**7,227,000.00**	**0.00%**
	Department: 7042 - USDA WATER SYSTEM IMPROV (WISPI 2) Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Surplus (Deficit):	**118,192.00**	**118,192.00**	**0.00**	**0.00**	**0.00**	**-118,192.00**	**0.00%**
Fund: 321 - WATER SYSTEM IMPROVEMENTS								
Department: 7017 - USDA WATER SYSTEM IMPROVEMENTS P1								
Revenue								
321-7017-38387	LOAN PROCEEDS-WSPI-1 USDA WTR SYS PER Imp	394,245.00	394,245.00	0.00	0.00	0.00	-394,245.00	0.00 %
	Revenue Total:	**394,245.00**	**394,245.00**	**0.00**	**0.00**	**0.00**	**-394,245.00**	**0.00%**
Expense								
321-7017-80860	INFRASTRUCTURE-WSPI-1 USDA WTR SYS PER IMP	394,245.00	394,245.00	0.00	0.00	0.00	394,245.00	0.00 %
	Expense Total:	**394,245.00**	**394,245.00**	**0.00**	**0.00**	**0.00**	**394,245.00**	**0.00%**
	Department: 7017 - USDA WATER SYSTEM IMPROVEMENTS P1 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7042 - USDA WATER SYSTEM IMPROV (WISPI 2)								
Revenue								
321-7042-38387	LOAN PROCEEDS-WSPI-2 USDA WTR SYS PER IMPR 2	1,638,374.00	1,638,374.00	0.00	0.00	0.00	-1,638,374.00	0.00 %
	Revenue Total:	**1,638,374.00**	**1,638,374.00**	**0.00**	**0.00**	**0.00**	**-1,638,374.00**	**0.00%**
Expense								
321-7042-80860	INFRASTRUCTURE-WSPI-2 USDA WTR SYS PER IMPR 2	1,638,374.00	1,638,374.00	0.00	0.00	0.00	1,638,374.00	0.00 %
	Expense Total:	**1,638,374.00**	**1,638,374.00**	**0.00**	**0.00**	**0.00**	**1,638,374.00**	**0.00%**
	Department: 7042 - USDA WATER SYSTEM IMPROV (WISPI 2) Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 321 - WATER SYSTEM IMPROVEMENTS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 340 - ROAD/STREET PROJECTS								
Department: 7059 - NMDOT FY25-26 MAP GRANTL100652								
Revenue								
340-7059-32375	NMDOT FY25-26 MAP GRANT L100652 -State Grants	172,333.00	172,333.00	0.00	0.00	0.00	-172,333.00	0.00 %
	Revenue Total:	**172,333.00**	**172,333.00**	**0.00**	**0.00**	**0.00**	**-172,333.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
340-7059-80860	NMDOT FY25-26 MAP GRANT L100652 -INFRASTRUCTURE	172,333.00	172,333.00	0.00	0.00	0.00	172,333.00	0.00 %
	Expense Total:	**172,333.00**	**172,333.00**	**0.00**	**0.00**	**0.00**	**172,333.00**	**0.00%**
	Department: 7059 - NMDOT FY25-26 MAP GRANTL100652 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7060 - NMDOT FY25-26 LGRF GRANT L100633								
Revenue								
340-7060-32375	NMDOT FY25-26 LGRF GRANT L100633-State Grants	64,842.00	64,842.00	0.00	0.00	0.00	-64,842.00	0.00 %
	Revenue Total:	**64,842.00**	**64,842.00**	**0.00**	**0.00**	**0.00**	**-64,842.00**	**0.00%**
Expense								
340-7060-80860	NMDOT FY25-26 LGRF GRANT L100633-INFRASTRUCTURE	64,842.00	64,842.00	0.00	0.00	0.00	64,842.00	0.00 %
	Expense Total:	**64,842.00**	**64,842.00**	**0.00**	**0.00**	**0.00**	**64,842.00**	**0.00%**
	Department: 7060 - NMDOT FY25-26 LGRF GRANT L100633 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 340 - ROAD/STREET PROJECTS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 360 - NMFA PROJECTS								
Department: 7044 - NMFA CIF-6441 WATERLINE REPLACEMENT								
Revenue								
360-7044-32700	LOCAL/STATE GRANTS	3,960,000.00	3,960,000.00	0.00	0.00	0.00	-3,960,000.00	0.00 %
360-7044-38387	LOAN PROCEEDS	440,000.00	440,000.00	0.00	0.00	0.00	-440,000.00	0.00 %
	Revenue Total:	**4,400,000.00**	**4,400,000.00**	**0.00**	**0.00**	**0.00**	**-4,400,000.00**	**0.00%**
Expense								
360-7044-45600	ENTITY MATCH	335,000.00	335,000.00	0.00	0.00	0.00	335,000.00	0.00 %
360-7044-80860	INFRASTRUCTURE	3,438,158.00	3,438,158.00	0.00	0.00	0.00	3,438,158.00	0.00 %
	Expense Total:	**3,773,158.00**	**3,773,158.00**	**0.00**	**0.00**	**0.00**	**3,773,158.00**	**0.00%**
	Department: 7044 - NMFA CIF-6441 WATERLINE REPLACEMENT Surplus (Deficit):	**626,842.00**	**626,842.00**	**0.00**	**0.00**	**0.00**	**-626,842.00**	**0.00%**
Department: 7045 - NMFA CIF-6442 WW BAR SCREEN REPLACEMENT								
Revenue								
360-7045-32700	LOCAL/STATE GRANTS	274,860.00	274,860.00	0.00	0.00	0.00	-274,860.00	0.00 %
360-7045-38387	LOAN PROCEEDS	30,540.00	30,540.00	0.00	0.00	0.00	-30,540.00	0.00 %
	Revenue Total:	**305,400.00**	**305,400.00**	**0.00**	**0.00**	**0.00**	**-305,400.00**	**0.00%**
Expense								
360-7045-45600	ENTITY MATCH	305,400.00	305,400.00	0.00	0.00	0.00	305,400.00	0.00 %
360-7045-80860	INFRASTRUCTURE	305,400.00	305,400.00	0.00	0.00	0.00	305,400.00	0.00 %
	Expense Total:	**610,800.00**	**610,800.00**	**0.00**	**0.00**	**0.00**	**610,800.00**	**0.00%**
	Department: 7045 - NMFA CIF-6442 WW BAR SCREEN REPLACEMENT Surplus (Deficit):	**-305,400.00**	**-305,400.00**	**0.00**	**0.00**	**0.00**	**305,400.00**	**0.00%**
Department: 7048 - WPF-6323 D&C WTRLINE REPLACEMENT								
Revenue								
360-7048-32700	State Grant WPF-6323 DESIGN & CONSTRUCTION	14,400,000.00	14,400,000.00	0.00	0.00	0.00	-14,400,000.00	0.00 %
360-7048-38387	LOAN PROCEEDS WPF-6323 DESIGN & CONSTRUCTION	1,600,000.00	1,600,000.00	0.00	0.00	0.00	-1,600,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
	Revenue Total:	**16,000,000.00**	**16,000,000.00**	**0.00**	**0.00**	**0.00**	**-16,000,000.00**	**0.00%**
Expense								
360-7048-80860	INFRASTRUCTURE WPF-6323 DESIGN & CONSTRUCTION	17,537,959.00	17,537,959.00	0.00	0.00	0.00	17,537,959.00	0.00 %
	Expense Total:	**17,537,959.00**	**17,537,959.00**	**0.00**	**0.00**	**0.00**	**17,537,959.00**	**0.00%**
	Department: 7048 - WPF-6323 D&C WTRLINE REPLACEMENT Surplus (Deficit):	**-1,537,959.00**	**-1,537,959.00**	**0.00**	**0.00**	**0.00**	**1,537,959.00**	**0.00%**
Department: 7061 - CIF-6738 WasteWater Collection System PER								
Revenue								
360-7061-32700	State Grants-CIF-6738 WW Collection System PER	171,900.00	171,900.00	0.00	0.00	0.00	-171,900.00	0.00 %
360-7061-38387	LOAN PROCEEDS-CIF-6738 WW Collection System PER	19,100.00	19,100.00	0.00	0.00	0.00	-19,100.00	0.00 %
	Revenue Total:	**191,000.00**	**191,000.00**	**0.00**	**0.00**	**0.00**	**-191,000.00**	**0.00%**
Expense								
360-7061-45600	ENTITY MATCH-CIF-6738 WW Collection System PER	19,100.00	19,100.00	0.00	0.00	0.00	19,100.00	0.00 %
360-7061-80860	INFRASTRUCTURE-CIF-6738 WW Collection System PER	191,000.00	191,000.00	0.00	0.00	0.00	191,000.00	0.00 %
	Expense Total:	**210,100.00**	**210,100.00**	**0.00**	**0.00**	**0.00**	**210,100.00**	**0.00%**
	Department: 7061 - CIF-6738 WasteWater Collection System PER Surplus (Deficit):	**-19,100.00**	**-19,100.00**	**0.00**	**0.00**	**0.00**	**19,100.00**	**0.00%**
Department: 7074 - NMFA Project No. PG-7043								
Revenue								
360-7074-32700	NMFA Project No. PG-7043-State Grants	75,000.00	75,000.00	0.00	0.00	0.00	-75,000.00	0.00 %
	Revenue Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**-75,000.00**	**0.00%**
Expense								
360-7074-48598	NMFA Project No. PG-7043-Prof Serv/Contracts	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	0.00 %
	Expense Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**75,000.00**	**0.00%**
	Department: 7074 - NMFA Project No. PG-7043 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 360 - NMFA PROJECTS Surplus (Deficit):	**-1,235,617.00**	**-1,235,617.00**	**0.00**	**0.00**	**0.00**	**1,235,617.00**	**0.00%**
Fund: 370 - WATER TRUST BOARD PROJECTS								
Department: 7070 - WTP-CANTRELL WTP-6621								
Revenue								
370-7070-32375	CANTRELL DAM WTP-6621 -State Grant	7,281,000.00	7,281,000.00	0.00	0.00	0.00	-7,281,000.00	0.00 %
370-7070-38387	CANTRELL DAM WTP-6621-LOAN PROCEEDS	809,000.00	809,000.00	0.00	0.00	0.00	-809,000.00	0.00 %
	Revenue Total:	**8,090,000.00**	**8,090,000.00**	**0.00**	**0.00**	**0.00**	**-8,090,000.00**	**0.00%**
Expense								
370-7070-45600	CANTRELL DAM WTP-6621-ENITY MATCH	809,000.00	809,000.00	0.00	0.00	0.00	809,000.00	0.00 %
370-7070-80847	CANTRELL DAM WTP-6621-ROADWAYS & BRIDGES	8,090,000.00	8,090,000.00	0.00	0.00	0.00	8,090,000.00	0.00 %
	Expense Total:	**8,899,000.00**	**8,899,000.00**	**0.00**	**0.00**	**0.00**	**8,899,000.00**	**0.00%**
	Department: 7070 - WTP-CANTRELL WTP-6621 Surplus (Deficit):	**-809,000.00**	**-809,000.00**	**0.00**	**0.00**	**0.00**	**809,000.00**	**0.00%**
	Fund: 370 - WATER TRUST BOARD PROJECTS Surplus (Deficit):	**-809,000.00**	**-809,000.00**	**0.00**	**0.00**	**0.00**	**809,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - OTHER STATE FUNDED PROJECTS								
Department: 7034 - SAP 24-12460-GF-WTR SYSTEM								
Revenue								
380-7034-32380	Local / State Grants/Loans	3,800,321.00	3,800,321.00	0.00	0.00	0.00	-3,800,321.00	0.00 %
	Revenue Total:	**3,800,321.00**	**3,800,321.00**	**0.00**	**0.00**	**0.00**	**-3,800,321.00**	**0.00%**
Expense								
380-7034-80860	INFRASTRUCTURE	3,750,919.00	3,750,919.00	0.00	0.00	0.00	3,750,919.00	0.00 %
	Expense Total:	**3,750,919.00**	**3,750,919.00**	**0.00**	**0.00**	**0.00**	**3,750,919.00**	**0.00%**
	Department: 7034 - SAP 24-12460-GF-WTR SYSTEM Surplus (Deficit):	**49,402.00**	**49,402.00**	**0.00**	**0.00**	**0.00**	**-49,402.00**	**0.00%**
Department: 7054 - Foch 419-A22G2074-2306 FY23								
Revenue								
380-7054-32375	OTHER STATE GRANTS-419-A22G2074-2306	302,748.00	302,748.00	0.00	0.00	0.00	-302,748.00	0.00 %
	Revenue Total:	**302,748.00**	**302,748.00**	**0.00**	**0.00**	**0.00**	**-302,748.00**	**0.00%**
Expense								
380-7054-80860	INFRASTRUCTURE -419-A22G2074-2306	37,404.00	37,404.00	0.00	0.00	0.00	37,404.00	0.00 %
	Expense Total:	**37,404.00**	**37,404.00**	**0.00**	**0.00**	**0.00**	**37,404.00**	**0.00%**
	Department: 7054 - Foch 419-A22G2074-2306 FY23 Surplus (Deficit):	**265,344.00**	**265,344.00**	**0.00**	**0.00**	**0.00**	**-265,344.00**	**0.00%**
Department: 7055 - Foch A23H2121-2410 FY24								
Revenue								
380-7055-32375	OTHER STATE GRANTS -A23H2121-2410	1,016,000.00	1,016,000.00	0.00	0.00	0.00	-1,016,000.00	0.00 %
	Revenue Total:	**1,016,000.00**	**1,016,000.00**	**0.00**	**0.00**	**0.00**	**-1,016,000.00**	**0.00%**
Expense								
380-7055-80860	INFRASTRUCTURE -A23H2121-2410 FY24	1,016,000.00	1,016,000.00	0.00	0.00	0.00	1,016,000.00	0.00 %
	Expense Total:	**1,016,000.00**	**1,016,000.00**	**0.00**	**0.00**	**0.00**	**1,016,000.00**	**0.00%**
	Department: 7055 - Foch A23H2121-2410 FY24 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7056 - Foch 419-A2412081-2414 FY25								
Revenue								
380-7056-32375	OTHER STATE GRANTS -419-A2412081-2414 FY25	910,000.00	910,000.00	0.00	0.00	0.00	-910,000.00	0.00 %
	Revenue Total:	**910,000.00**	**910,000.00**	**0.00**	**0.00**	**0.00**	**-910,000.00**	**0.00%**
Expense								
380-7056-80860	INFRASTRUCTURE -419-A2412081-2414 FY25	910,000.00	910,000.00	0.00	0.00	0.00	910,000.00	0.00 %
	Expense Total:	**910,000.00**	**910,000.00**	**0.00**	**0.00**	**0.00**	**910,000.00**	**0.00%**
	Department: 7056 - Foch 419-A2412081-2414 FY25 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7058 - NMDOT C0245002 - 2025 Elec Vehicle Infra Grant								
Revenue								
380-7058-32375	State Grants-NMDOT C0245002-2025 ELE VEHICLE INFRA	641,341.00	641,341.00	0.00	0.00	0.00	-641,341.00	0.00 %
	Revenue Total:	**641,341.00**	**641,341.00**	**0.00**	**0.00**	**0.00**	**-641,341.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
380-7058-80860	INFRA-NMDOT C0245002-2025 ELE VEHICLE INFRA	567,764.00	567,764.00	0.00	0.00	0.00	567,764.00	0.00 %
	Expense Total:	**567,764.00**	**567,764.00**	**0.00**	**0.00**	**0.00**	**567,764.00**	**0.00%**
Department: 7058 - NMDOT C0245002 - 2025 Elec Vehicle Infra Grant Surplus (Deficit):		**73,577.00**	**73,577.00**	**0.00**	**0.00**	**0.00**	**-73,577.00**	**0.00%**
Department: 7063 - PD APPROPRIATION GRANT 25-J3167								
Revenue								
380-7063-32380	State Grants PD APPROPRIATION GRANT 25-J3167	356,400.00	356,400.00	0.00	0.00	0.00	-356,400.00	0.00 %
	Revenue Total:	**356,400.00**	**356,400.00**	**0.00**	**0.00**	**0.00**	**-356,400.00**	**0.00%**
Expense								
380-7063-80805	BUILDINGS & STRUCTURES PD APPROPRIATION 25-J3167	356,400.00	356,400.00	0.00	0.00	0.00	356,400.00	0.00 %
	Expense Total:	**356,400.00**	**356,400.00**	**0.00**	**0.00**	**0.00**	**356,400.00**	**0.00%**
Department: 7063 - PD APPROPRIATION GRANT 25-J3167 Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7064 - WW Treatment Plant Imprv Grant SAP 25-J2460-GF								
Revenue								
380-7064-32380	State Grants WW Treat Plant Imprv SAP 25-J2460-GF	990,000.00	990,000.00	0.00	0.00	0.00	-990,000.00	0.00 %
	Revenue Total:	**990,000.00**	**990,000.00**	**0.00**	**0.00**	**0.00**	**-990,000.00**	**0.00%**
Expense								
380-7064-80860	INFRASTRUCTURE WW Trt Plant Imprv SAP 25-J2460-GF	990,000.00	990,000.00	0.00	0.00	0.00	990,000.00	0.00 %
	Expense Total:	**990,000.00**	**990,000.00**	**0.00**	**0.00**	**0.00**	**990,000.00**	**0.00%**
Department: 7064 - WW Treatment Plant Imprv Grant SAP 25-J2460-GF Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 380 - OTHER STATE FUNDED PROJECTS Surplus (Deficit):		**388,323.00**	**388,323.00**	**0.00**	**0.00**	**0.00**	**-388,323.00**	**0.00%**
Fund: 403 - Pledge State DEBT SERVICE								
Department: 1203 - Pledge State								
Revenue								
403-1203-32386	GRT INTERCEPTED	407,684.00	407,684.00	0.00	0.00	0.00	-407,684.00	0.00 %
403-1203-36373	INTEREST INCOME	100.00	100.00	0.00	0.00	0.00	-100.00	0.00 %
403-1203-36410	INVESTMENT INCOME - NMFA	30,000.00	30,000.00	0.00	0.00	0.00	-30,000.00	0.00 %
403-1203-36411	INVESTMENT INTEREST- CD	13,000.00	13,000.00	0.00	0.00	0.00	-13,000.00	0.00 %
	Revenue Total:	**450,784.00**	**450,784.00**	**0.00**	**0.00**	**0.00**	**-450,784.00**	**0.00%**
Expense								
403-1203-90905	DEBT SERVICE PRINCIPAL-PLEDGE STATE	1,272,840.00	1,272,840.00	0.00	0.00	0.00	1,272,840.00	0.00 %
403-1203-90910	DEBT SERVICE INTEREST	296,390.00	296,390.00	0.00	0.00	0.00	296,390.00	0.00 %
403-1203-90925	COMMITMENTS & OTHER FEES-PLEDGE STA	810.00	810.00	0.00	0.00	0.00	810.00	0.00 %
	Expense Total:	**1,570,040.00**	**1,570,040.00**	**0.00**	**0.00**	**0.00**	**1,570,040.00**	**0.00%**
Department: 1203 - Pledge State Surplus (Deficit):		**-1,119,256.00**	**-1,119,256.00**	**0.00**	**0.00**	**0.00**	**1,119,256.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 2024 - PPRF-6467 GO BOND SERIES 2024 OPERATING								
Revenue								
403-2024-36410	INVESTMENT INCOME - GO BOND 2024	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	0.00 %
	Revenue Total:	**25,000.00**	**25,000.00**	**0.00**	**0.00**	**0.00**	**-25,000.00**	**0.00%**
	Department: 2024 - PPRF-6467 GO BOND SERIES 2024 OPERATING Total:	**25,000.00**	**25,000.00**	**0.00**	**0.00**	**0.00**	**-25,000.00**	**0.00%**
Department: 2303 - GO BOND SERIES 2023								
Revenue								
403-2303-36410	INVESTMENT INCOME GO BOND 2023	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	0.00 %
	Revenue Total:	**25,000.00**	**25,000.00**	**0.00**	**0.00**	**0.00**	**-25,000.00**	**0.00%**
	Department: 2303 - GO BOND SERIES 2023 Total:	**25,000.00**	**25,000.00**	**0.00**	**0.00**	**0.00**	**-25,000.00**	**0.00%**
	Fund: 403 - Pledge State DEBT SERVICE Surplus (Deficit):	**-1,069,256.00**	**-1,069,256.00**	**0.00**	**0.00**	**0.00**	**1,069,256.00**	**0.00%**
Fund: 501 - Cemetary								
Department: 1803 - Cemetary								
Revenue								
501-1803-34355	OTHER CHARGES FOR SERVICE-CEMETERY	15,000.00	15,000.00	0.00	0.00	0.00	-15,000.00	0.00 %
501-1803-36373	INTEREST INCOME	30.00	30.00	0.00	0.00	0.00	-30.00	0.00 %
	Revenue Total:	**15,030.00**	**15,030.00**	**0.00**	**0.00**	**0.00**	**-15,030.00**	**0.00%**
Expense								
501-1803-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	4,800.00	4,800.00	0.00	0.00	0.00	4,800.00	0.00 %
501-1803-48599	OTHER CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
	Expense Total:	**24,800.00**	**24,800.00**	**0.00**	**0.00**	**0.00**	**24,800.00**	**0.00%**
	Department: 1803 - Cemetary Surplus (Deficit):	**-9,770.00**	**-9,770.00**	**0.00**	**0.00**	**0.00**	**9,770.00**	**0.00%**
	Fund: 501 - Cemetary Surplus (Deficit):	**-9,770.00**	**-9,770.00**	**0.00**	**0.00**	**0.00**	**9,770.00**	**0.00%**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING								
Department: 3601 - Util Office								
Revenue								
502-3601-35330	RETURNED CHECK CHARGE	2,000.00	2,000.00	0.00	0.00	0.00	-2,000.00	0.00 %
502-3601-35355	RED TAG FEES-JOINT UTILITY	75,000.00	75,000.00	0.00	0.00	0.00	-75,000.00	0.00 %
502-3601-36373	INTEREST INCOME	4,000.00	4,000.00	0.00	0.00	0.00	-4,000.00	0.00 %
502-3601-37380	Miscellaneous Revenue	30,000.00	30,000.00	0.00	0.00	0.00	-30,000.00	0.00 %
	Revenue Total:	**111,000.00**	**111,000.00**	**0.00**	**0.00**	**0.00**	**-111,000.00**	**0.00%**
Expense								
502-3601-40110	FULL TIME WAGES-UTILITY OFFICE	237,120.00	237,120.00	0.00	0.00	0.00	237,120.00	0.00 %
502-3601-40125	OVERTIME WAGES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
502-3601-41205	FICA-REGULAR-UTILITY OFFICE	14,336.00	14,336.00	0.00	0.00	0.00	14,336.00	0.00 %
502-3601-41210	FICA-MEDICARE-UTILITY OFFICE	3,353.00	3,353.00	0.00	0.00	0.00	3,353.00	0.00 %
502-3601-41215	PERA-UTILITY OFFICE	26,871.00	26,871.00	0.00	0.00	0.00	26,871.00	0.00 %
502-3601-41225	HEALTH INSURANCE-UTILITY OFFICE	36,952.00	36,952.00	0.00	0.00	0.00	36,952.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
502-3601-41226	RETIREE INSURANCE	6,832.00	6,832.00	0.00	0.00	0.00	6,832.00	0.00 %
502-3601-41240	WORKER'S COMP ASSESSMENT PR	50.00	50.00	0.00	0.00	0.00	50.00	0.00 %
502-3601-42310	PER DIEM-UTILITY OFFICE	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
502-3601-42720	Employee Training & Travel	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
502-3601-43316	FUEL	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
502-3601-43465	RENT OF EQUIPMENT	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.00 %
502-3601-43735	POSTAGE & MAIL SERVICES-UTILITY OFF	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.00 %
502-3601-43740	PRINTING/PUBLISHING	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
502-3601-43770	SUBSCRIPTIONS & DUES	63,900.00	63,900.00	0.00	0.00	0.00	63,900.00	0.00 %
502-3601-43775	TELEPHONE	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.00 %
502-3601-43815	SOFTWARE LIC/SOFTWARE UPDATE	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
502-3601-44606	OFFICE SUPPLIES	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	0.00 %
502-3601-44613	NON-CAPITAL ITEMS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
502-3601-47420	MAINTENANCE-VEHICLE/EQUIP	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
	Expense Total:	**526,114.00**	**526,114.00**	**0.00**	**0.00**	**0.00**	**526,114.00**	**0.00%**
	Department: 3601 - Util Office Surplus (Deficit):	**-415,114.00**	**-415,114.00**	**0.00**	**0.00**	**0.00**	**415,114.00**	**0.00%**
	Fund: 502 - UTILITY OFFICE-UTILITY BILLING Surplus (Deficit):	**-415,114.00**	**-415,114.00**	**0.00**	**0.00**	**0.00**	**415,114.00**	**0.00%**
Fund: 503 - Electric								
Department: 3702 - Electric								
Revenue								
503-3702-30161	GROSS RECEIPTS-YD-JOINT UTILITY	900.00	900.00	0.00	0.00	0.00	-900.00	0.00 %
503-3702-30162	GROSS RECEIPTS-EL-JOINT UTILITY	500,000.00	500,000.00	0.00	3.13	0.00	-499,996.87	0.00 %
503-3702-34521	UTILITIES SERVICES-YD LGHT-ELEC DIV	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	0.00 %
503-3702-34522	UTILITIES SERVICES-ELEC DIVISION	7,500,000.00	7,500,000.00	0.00	68.91	0.00	-7,499,931.09	0.00 %
503-3702-34532	UTILITIES SVC CONN-ELECTRIC DIV	12,000.00	12,000.00	0.00	0.00	0.00	-12,000.00	0.00 %
503-3702-34772	M&J CONSTRUCTION-ELECTRIC DIVISION	100,000.00	100,000.00	0.00	0.00	0.00	-100,000.00	0.00 %
503-3702-35542	NON-PAYMT PENALTY 8%-ELEC DIVISION	2,000.00	2,000.00	0.00	0.00	0.00	-2,000.00	0.00 %
503-3702-37426	MISC (POLE RENTALS, ETC.)-ELEC	60,000.00	60,000.00	0.00	0.00	0.00	-60,000.00	0.00 %
	Revenue Total:	**8,199,900.00**	**8,199,900.00**	**0.00**	**72.04**	**0.00**	**-8,199,827.96**	**0.00%**
Expense								
503-3702-40110	FULL TIME WAGES-ELECTRIC DIVISION	443,040.00	443,040.00	0.00	0.00	0.00	443,040.00	0.00 %
503-3702-40125	OVERTIME WAGES-ELECTRIC DIVISION	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
503-3702-40135	STANDBY WAGES-ELECTRIC DIVISION	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.00 %
503-3702-41205	FICA-REGULAR-ELECTRIC DIVISION	28,788.00	28,788.00	0.00	0.00	0.00	28,788.00	0.00 %
503-3702-41210	FICA-MEDICARE-ELECTRIC DIVISION	6,733.00	6,733.00	0.00	0.00	0.00	6,733.00	0.00 %
503-3702-41215	PERA-ELECTRIC DIVISION	50,305.00	50,305.00	0.00	0.00	0.00	50,305.00	0.00 %
503-3702-41225	HEALTH INSURANCE-ELECTRIC DIVISION	102,852.00	102,852.00	0.00	0.00	0.00	102,852.00	0.00 %
503-3702-41226	RETIREE INSURANCE	12,790.00	12,790.00	0.00	0.00	0.00	12,790.00	0.00 %
503-3702-41240	WORKER'S COMP ASSESSMENT PR	80.00	80.00	0.00	0.00	0.00	80.00	0.00 %
503-3702-42310	PER DIEM-ELECTRIC DIVISION	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
503-3702-42620	UNIFORM/LINEN-ELECTRIC DIVISION	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
503-3702-42720	EMPLOYEE TRAINING-ELECTRIC DIVISION	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
503-3702-43316	FUEL	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
503-3702-43465	RENT OF EQUIPMENT	3,600.00	3,600.00	0.00	0.00	0.00	3,600.00	0.00 %
503-3702-43740	PRINTING/PUBLISHING	250.00	250.00	0.00	0.00	0.00	250.00	0.00 %
503-3702-43770	SUBSCRIPTION & DUES	31,200.00	31,200.00	0.00	0.00	0.00	31,200.00	0.00 %
503-3702-43775	TELEPHONE	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
503-3702-43815	SOFTWARE LIC/SOFTWARE UPDATE	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
503-3702-43999	OPERATING COSTS - SOLAR REFUNDS	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.00 %
503-3702-44606	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
503-3702-44607	FIELD SUPPLIES	350,000.00	350,000.00	0.00	0.00	0.00	350,000.00	0.00 %
503-3702-44613	NON-CAPITAL ITEMS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
503-3702-44615	SAFETY EQUIPMENT	14,550.00	14,550.00	0.00	0.00	0.00	14,550.00	0.00 %
503-3702-45793	GROSS RECEIPTS TAXES-ELECTRIC	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	0.00 %
503-3702-45796	FRANCHISE TAX-ELECTRIC DIVISION	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
503-3702-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	0.00 %
503-3702-47420	MAINTENANCE-VEHICLE/EQUIP-ELEC DIV	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.00 %
503-3702-48598	PROFESSIONAL SERVICES	180,000.00	180,000.00	0.00	0.00	0.00	180,000.00	0.00 %
503-3702-50795	WHOLESALE POWER COSTS-ELEC DIVISION	5,000,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	0.00 %
	Expense Total:	**7,473,188.00**	**7,473,188.00**	**0.00**	**0.00**	**0.00**	**7,473,188.00**	**0.00%**
	Department: 3702 - Electric Surplus (Deficit):	**726,712.00**	**726,712.00**	**0.00**	**72.04**	**0.00**	**-726,639.96**	**0.01%**
	Fund: 503 - Electric Surplus (Deficit):	**726,712.00**	**726,712.00**	**0.00**	**72.04**	**0.00**	**-726,639.96**	**0.01%**
Fund: 504 - Water								
Department: 3803 - Water								
Revenue								
504-3803-30153	GOVERNMENTAL GROSS RECEIPTS-WA	70,000.00	70,000.00	0.00	0.54	0.00	-69,999.46	0.00 %
504-3803-34523	UTILITIES SERVICES-WATER DIVISION	1,700,000.00	1,700,000.00	0.00	-24.26	0.00	-1,700,024.26	0.00 %
504-3803-35543	NON-PAYMENT PENALTY 8%-WATER DIVISI	4,500.00	4,500.00	0.00	0.00	0.00	-4,500.00	0.00 %
	Revenue Total:	**1,774,500.00**	**1,774,500.00**	**0.00**	**-23.72**	**0.00**	**-1,774,523.72**	**0.00%**
Expense								
504-3803-40110	FULL TIME WAGES-WATER DIVISION	368,160.00	368,160.00	0.00	0.00	0.00	368,160.00	0.00 %
504-3803-40125	OVERTIME WAGES-WATER DIVISION	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00 %
504-3803-40135	STANDBY WAGES-WATER DIVISION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
504-3803-41205	FICA-REGULAR-WATER DIVISION	27,141.00	27,141.00	0.00	0.00	0.00	27,141.00	0.00 %
504-3803-41210	FICA-MEDICARE-WATER DIVISION	6,347.00	6,347.00	0.00	0.00	0.00	6,347.00	0.00 %
504-3803-41215	PERA-WATER DIVISION	42,027.00	42,027.00	0.00	0.00	0.00	42,027.00	0.00 %
504-3803-41225	HEALTH INSURANCE-WATER DIVISION	70,123.00	70,123.00	0.00	0.00	0.00	70,123.00	0.00 %
504-3803-41226	RETIREE INSURANCE	10,685.00	10,685.00	0.00	0.00	0.00	10,685.00	0.00 %
504-3803-41240	WORKER'S COMP ASSESSMENT PR	80.00	80.00	0.00	0.00	0.00	80.00	0.00 %
504-3803-42310	PER DIEM-WATER DIVISION	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
504-3803-42620	UNIFORM/LINEN-WATER DIVISION	3,750.00	3,750.00	0.00	0.00	0.00	3,750.00	0.00 %
504-3803-42720	EMPLOYEE TRAINING-WATER DIVISION	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
504-3803-43316	FUEL	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
504-3803-43465	RENT OF EQUIPMENT	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
504-3803-43466	RENT OF LAND/BUILDING	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.00 %
504-3803-43740	PRINTING/PUBLISHING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
504-3803-43770	SUBSCRIPTION/DUES	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00 %
504-3803-43775	TELEPHONE	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.00 %
504-3803-43797	WATER CONSERVATION-WATER DIVISION	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.00 %
504-3803-43815	SOFTWARE LIC/SOFTWARE UPDATE	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
504-3803-44605	CHEMICALS/LABORATORY TESTING	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
504-3803-44606	OFFICE SUPPLIES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
504-3803-44607	FIELD SUPPLIES-WATER DIVISION	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.00 %
504-3803-44615	SAFETY EQUIPMENT	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
504-3803-44810	EQUIPMENT & MACHINERY-WATER DIV	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
504-3803-45796	FRANCHISE TAX-WATER DIVISION	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
504-3803-46794	GOVT GROSS RECEIPTS TAX	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.00 %
504-3803-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
504-3803-47420	MAINTENANCE-VEHICLE/EQUIP-WATER DIV	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
504-3803-47421	MAINTENANCE EQUIPMENT	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
504-3803-47425	OTHER MAINT-WATER METERS-WATER DIV	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
504-3803-48598	PROFESSIONAL SERVICES	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00 %
504-3803-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00 %
	Expense Total:	**1,166,213.00**	**1,166,213.00**	**0.00**	**0.00**	**0.00**	**1,166,213.00**	**0.00%**
	Department: 3803 - Water Surplus (Deficit):	**608,287.00**	**608,287.00**	**0.00**	**-23.72**	**0.00**	**-608,310.72**	**0.00%**
	Fund: 504 - Water Surplus (Deficit):	**608,287.00**	**608,287.00**	**0.00**	**-23.72**	**0.00**	**-608,310.72**	**0.00%**
Fund: 505 - Solid Waste								
Department: 3904 - Solid Waste								
Revenue								
505-3904-30154	GOVT. GROSS RECEIPTS-TR-JT UTILITY	75,000.00	75,000.00	0.00	1.17	0.00	-74,998.83	0.00 %
505-3904-30315	GOVT GROSS RECEIPTS TAX	51,000.00	51,000.00	0.00	0.00	0.00	-51,000.00	0.00 %
505-3904-34355	TRANSFER STATION REVENUE	800,000.00	800,000.00	0.00	0.00	0.00	-800,000.00	0.00 %
505-3904-34524	UTILITIES SERVICES-SOLID WASTE DIVI	1,800,000.00	1,800,000.00	0.00	0.00	0.00	-1,800,000.00	0.00 %
505-3904-35544	NON-PAYMENT PENALTY 8%-SOLID WASTE	5,000.00	5,000.00	0.00	0.00	0.00	-5,000.00	0.00 %
505-3904-36410	NM STO INVESTMENT INCOME	20,000.00	20,000.00	0.00	0.00	0.00	-20,000.00	0.00 %
505-3904-37546	MISC(RECYCLING)-SOLID WASTE DIVIS	30,000.00	30,000.00	0.00	0.00	0.00	-30,000.00	0.00 %
	Revenue Total:	**2,781,000.00**	**2,781,000.00**	**0.00**	**1.17**	**0.00**	**-2,780,998.83**	**0.00%**
Expense								
505-3904-40110	FULL TIME WAGES-SOLID WASTE DIVI	655,200.00	655,200.00	0.00	0.00	0.00	655,200.00	0.00 %
505-3904-40125	OVERTIME WAGES-SOLID WASTE DIV	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
505-3904-41205	FICA-REGULAR-SOLID WASTE DIVISION	37,768.00	37,768.00	0.00	0.00	0.00	37,768.00	0.00 %
505-3904-41210	FICA-MEDICARE-SOLID WASTE DIVISION	8,811.00	8,811.00	0.00	0.00	0.00	8,811.00	0.00 %
505-3904-41215	PERA-SOLID WASTE DIVISION	70,937.00	70,937.00	0.00	0.00	0.00	70,937.00	0.00 %
505-3904-41225	HEALTH INSURANCE-SOLID WASTE DIV	222,339.00	222,339.00	0.00	0.00	0.00	222,339.00	0.00 %
505-3904-41226	RETIREE INSURANCE	18,035.00	18,035.00	0.00	0.00	0.00	18,035.00	0.00 %
505-3904-41240	WORKER'S COMP ASSESSMENT PR	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.00 %
505-3904-42305	MILEAGE REIMBURSEMENT	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
505-3904-42310	PER DIEM-SOLID WASTE DIVISION	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
505-3904-42620	UNIFORM/LINEN-SOLID WASTE DIVISION	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00 %
505-3904-42720	EMPLOYEE TRAINING-SOLID WASTE DIV	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
505-3904-43316	FUEL	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00 %
505-3904-43403	REGULAR BUILDING MAINT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
505-3904-43465	RENT OF EQUIPMENT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
505-3904-43740	PRINTING/PUBLISHING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
505-3904-43770	SUBSCRIPTION & DUES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
505-3904-43775	TELEPHONE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
505-3904-43815	SOFTWARE LIC/SOFTWARE UPDATE	4,830.00	4,830.00	0.00	0.00	0.00	4,830.00	0.00 %
505-3904-44606	OFFICE SUPPLIES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
505-3904-44607	FIELD SUPPLIES-SOLID WASTE DIVISION	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.00 %
505-3904-44613	NON-CAPITAL ITEMS	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
505-3904-44615	SAFETY EQUIPMENT	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.00 %
505-3904-45601	WASTE DISPOSAL	1,300,000.00	1,300,000.00	0.00	0.00	0.00	1,300,000.00	0.00 %
505-3904-45796	FRANCHISE TAX	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
505-3904-46794	GOVT GROSS RECEIPTS TAX	117,000.00	117,000.00	0.00	0.00	0.00	117,000.00	0.00 %
505-3904-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
505-3904-47420	MAINTENANCE-VEHICLE/EQUIP-SOLID WAS	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.00 %
505-3904-48598	PROFESSIONAL SERVICES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
505-3904-48599	OTHER CONTRACTUAL SERVICES	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.00 %
505-3904-80805	BUILDINGS & STRUCTURES	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
505-3904-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	415,000.00	415,000.00	0.00	0.00	0.00	415,000.00	0.00 %
	Expense Total:	**3,258,220.00**	**3,258,220.00**	**0.00**	**0.00**	**0.00**	**3,258,220.00**	**0.00%**
	Department: 3904 - Solid Waste Surplus (Deficit):	**-477,220.00**	**-477,220.00**	**0.00**	**1.17**	**0.00**	**477,221.17**	**0.00%**
	Fund: 505 - Solid Waste Surplus (Deficit):	**-477,220.00**	**-477,220.00**	**0.00**	**1.17**	**0.00**	**477,221.17**	**0.00%**
Fund: 506 - WWTP								
Department: 4005 - WWTP								
Revenue								
506-4005-30155	GOVT. GROSS RECEIPTS-SW-JT UTILITY	60,000.00	60,000.00	0.00	0.62	0.00	-59,999.38	0.00 %
506-4005-34355	OTHER CHARGES FOR SERVICE	2,000.00	2,000.00	0.00	0.00	0.00	-2,000.00	0.00 %
506-4005-34525	UTILITIES SERVICES-SW-WASTEWATER	1,400,000.00	1,400,000.00	0.00	-50.11	0.00	-1,400,050.11	0.00 %
506-4005-34555	NEW INSTALLATIONS-SEWER-WASTEWATER	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
506-4005-35545	NON-PAYMENT PENALTY 8%-WASTEWATER D	1,500.00	1,500.00	0.00	0.00	0.00	-1,500.00	0.00 %
	Revenue Total:	**1,464,500.00**	**1,464,500.00**	**0.00**	**-49.49**	**0.00**	**-1,464,549.49**	**0.00%**
Expense								
506-4005-40110	FULL TIME WAGES-WASTEWATER DIVISION	235,040.00	235,040.00	0.00	0.00	0.00	235,040.00	0.00 %
506-4005-40125	OVERTIME WAGES-WASTEWATER DIVISION	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
506-4005-40135	STANDBY WAGES-WASTEWATER DIVISION	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
506-4005-41205	FICA-REGULAR-WASTEWATER DIVISION	16,543.00	16,543.00	0.00	0.00	0.00	16,543.00	0.00 %
506-4005-41210	FICA-MEDICARE-WASTEWATER DIVISION	3,869.00	3,869.00	0.00	0.00	0.00	3,869.00	0.00 %
506-4005-41215	PERA-WASTEWATER DIVISION	31,485.00	31,485.00	0.00	0.00	0.00	31,485.00	0.00 %
506-4005-41225	HEALTH INSURANCE-WASTEWATER DIV	119,066.00	119,066.00	0.00	0.00	0.00	119,066.00	0.00 %
506-4005-41226	RETIREE INSURANCE	8,005.00	8,005.00	0.00	0.00	0.00	8,005.00	0.00 %
506-4005-41240	WORKER'S COMP ASSESSMENT PR	70.00	70.00	0.00	0.00	0.00	70.00	0.00 %
506-4005-42310	PER DIEM-WASTEWATER DIVISION	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
506-4005-42620	UNIFORM/LINEN-WASTEWATER DIVISION	4,375.00	4,375.00	0.00	0.00	0.00	4,375.00	0.00 %
506-4005-42720	EMPLOYEE TRAINING-WASTEWATER DIV	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
506-4005-43316	FUEL	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00 %
506-4005-43465	RENT OF EQUIPMENT	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00 %
506-4005-43595	INSURANCE, UTILITY, & MAINT	270,000.00	270,000.00	0.00	0.00	0.00	270,000.00	0.00 %
506-4005-43740	PRINTING/PUBLISHING	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
506-4005-43770	SUBSCRIPTION & DUES	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00 %
506-4005-43775	TELEPHONE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
506-4005-43815	SOFTWARE LIC/SOFTWARE UPDATE	17,000.00	17,000.00	0.00	0.00	0.00	17,000.00	0.00 %
506-4005-44605	CHEMICALS/LABORATORY TESTING	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.00 %
506-4005-44606	OFFICE SUPPLIES	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
506-4005-44607	FIELD SUPPLIES-WASTEWATER DIVISION	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
506-4005-44615	SAFETY EQUIPMENT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
506-4005-44810	EQUIPMENT & MACHINERY	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
506-4005-46794	GOVT GROSS RECEIPTS TAX	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.00 %
506-4005-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
506-4005-47420	MAINTENANCE-VEHICLE/EQUIP-WASTEWATE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
506-4005-47425	OTHER MAINTENANCE-WASTEWATER DIV	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
506-4005-48598	PROFESSIONAL SERVICES	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00 %
506-4005-48798	VILLAGE OF WILLIAMSBURG-WASTEWATER	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.00 %
506-4005-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
506-4005-80845	CAPITAL IMPROVEMENTS EQUIPMENT	90,000.00	90,000.00	0.00	0.00	0.00	90,000.00	0.00 %
	Expense Total:	**1,276,953.00**	**1,276,953.00**	**0.00**	**0.00**	**0.00**	**1,276,953.00**	**0.00%**
	Department: 4005 - WWTP Surplus (Deficit):	**187,547.00**	**187,547.00**	**0.00**	**-49.49**	**0.00**	**-187,596.49**	**-0.03%**
	Fund: 506 - WWTP Surplus (Deficit):	**187,547.00**	**187,547.00**	**0.00**	**-49.49**	**0.00**	**-187,596.49**	**-0.03%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 508 - Golf Course								
Department: 4303 - Golf Course								
Revenue								
508-4303-30315	GOVT. GROSS RECEIPTS TAX-GOLF COURS	2,000.00	2,000.00	0.00	0.00	0.00	-2,000.00	0.00 %
508-4303-34376	SALES OTHER - GOLF PRO SHOP	1,500.00	1,500.00	0.00	0.00	0.00	-1,500.00	0.00 %
508-4303-36373	INTEREST INCOME	50.00	50.00	0.00	0.00	0.00	-50.00	0.00 %
508-4303-37316	MISC INCOME-GOLF COURSE	30,000.00	30,000.00	0.00	0.00	0.00	-30,000.00	0.00 %
	Revenue Total:	**33,550.00**	**33,550.00**	**0.00**	**0.00**	**0.00**	**-33,550.00**	**0.00%**
Expense								
508-4303-40110	FULL TIME WAGES	116,480.00	116,480.00	0.00	0.00	0.00	116,480.00	0.00 %
508-4303-40115	PART - TIME WAGES	48,880.00	48,880.00	0.00	0.00	0.00	48,880.00	0.00 %
508-4303-40125	OVERTIME WAGES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
508-4303-41205	FICA - REGULAR	8,741.00	8,741.00	0.00	0.00	0.00	8,741.00	0.00 %
508-4303-41210	FICA - MEDICARE	2,044.00	2,044.00	0.00	0.00	0.00	2,044.00	0.00 %
508-4303-41215	PERA	16,636.00	16,636.00	0.00	0.00	0.00	16,636.00	0.00 %
508-4303-41225	HEALTH INSURANCE	25,975.00	25,975.00	0.00	0.00	0.00	25,975.00	0.00 %
508-4303-41226	RETIREE INSURANCE	4,673.00	4,673.00	0.00	0.00	0.00	4,673.00	0.00 %
508-4303-41240	WORKER'S COMP ASSESSMENT PR	55.00	55.00	0.00	0.00	0.00	55.00	0.00 %
508-4303-42620	UNIFORMS/LINEN	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
508-4303-42720	EMPLOYEE TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
508-4303-43316	FUEL	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
508-4303-43403	REGULAR BUILDING MAINT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
508-4303-43465	RENT OF EQUIPMENT	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
508-4303-43770	SUBSCRIPTION & DUES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
508-4303-43775	TELEPHONE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
508-4303-44606	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
508-4303-44613	NON-CAPITAL ITEMS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
508-4303-46732	GENERAL LIABILITY INSURANCE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
508-4303-46794	GOVT GROSS RECEIPTS TAX	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
508-4303-47420	MAINTENANCE VEHICLE/EQUIP	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
	Expense Total:	**277,184.00**	**277,184.00**	**0.00**	**0.00**	**0.00**	**277,184.00**	**0.00%**
	Department: 4303 - Golf Course Surplus (Deficit):	**-243,634.00**	**-243,634.00**	**0.00**	**0.00**	**0.00**	**243,634.00**	**0.00%**
	Fund: 508 - Golf Course Surplus (Deficit):	**-243,634.00**	**-243,634.00**	**0.00**	**0.00**	**0.00**	**243,634.00**	**0.00%**
Fund: 509 - Muni Airport								
Department: 4403 - Muni Airport								
Revenue								
509-4403-30420	WF - GOVERNMENTAL TAX - 5%-AIRPORT	4,000.00	4,000.00	0.00	0.00	0.00	-4,000.00	0.00 %
509-4403-34348	WF - HANGER RENTALS-AIRPORT	12,500.00	12,500.00	0.00	0.00	0.00	-12,500.00	0.00 %
509-4403-34375	RENTS/ROYALTIES-AIRPORT	16,950.00	16,950.00	0.00	0.00	0.00	-16,950.00	0.00 %
509-4403-34414	WF - AVIATION FUEL SALES-AIRPORT	40,000.00	40,000.00	0.00	0.00	0.00	-40,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
509-4403-34416	WF - JET FUEL SALES-AIRPORT	65,000.00	65,000.00	0.00	0.00	0.00	-65,000.00	0.00 %
509-4403-36373	INTEREST INCOME	30.00	30.00	0.00	0.00	0.00	-30.00	0.00 %
509-4403-37381	WF - CALL OUTS/MISC	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	0.00 %
	Revenue Total:	**139,480.00**	**139,480.00**	**0.00**	**0.00**	**0.00**	**-139,480.00**	**0.00%**
Expense								
509-4403-43403	REGULAR BUILDING MAINT	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
509-4403-43465	RENT OF EQUIPMENT	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
509-4403-43467	WF -RENT OF EQUIPMENT	21,600.00	21,600.00	0.00	0.00	0.00	21,600.00	0.00 %
509-4403-43771	WF-SUBSCRIPTION & DUES	360.00	360.00	0.00	0.00	0.00	360.00	0.00 %
509-4403-43775	TELEPHONE	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.00 %
509-4403-46794	GOVT GROSS RECEIPTS TAX	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00 %
509-4403-47420	MAINTENANCE VEH/EQUIP-AIRPORT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
509-4403-48598	PROFESSIONAL SERVICES	245,000.00	245,000.00	0.00	0.00	0.00	245,000.00	0.00 %
	Expense Total:	**294,660.00**	**294,660.00**	**0.00**	**0.00**	**0.00**	**294,660.00**	**0.00%**
	Department: 4403 - Muni Airport Surplus (Deficit):	**-155,180.00**	**-155,180.00**	**0.00**	**0.00**	**0.00**	**155,180.00**	**0.00%**
	Fund: 509 - Muni Airport Surplus (Deficit):	**-155,180.00**	**-155,180.00**	**0.00**	**0.00**	**0.00**	**155,180.00**	**0.00%**
Fund: 600 - Internal Serv								
Department: 7003 - Internal Serv								
Expense								
600-7003-40110	FULL TIME WAGES	195,520.00	195,520.00	0.00	0.00	0.00	195,520.00	0.00 %
600-7003-40125	OVERTIME WAGES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
600-7003-41205	FICA-REGULAR	11,844.00	11,844.00	0.00	0.00	0.00	11,844.00	0.00 %
600-7003-41210	FICA-MEDICARE	2,770.00	2,770.00	0.00	0.00	0.00	2,770.00	0.00 %
600-7003-41215	PERA	22,423.00	22,423.00	0.00	0.00	0.00	22,423.00	0.00 %
600-7003-41225	HEALTH INSURANCE	29,516.00	29,516.00	0.00	0.00	0.00	29,516.00	0.00 %
600-7003-41226	RETIREE INSURANCE	5,701.00	5,701.00	0.00	0.00	0.00	5,701.00	0.00 %
600-7003-41240	WORKER'S COMP ASSESSMENT PR	40.00	40.00	0.00	0.00	0.00	40.00	0.00 %
600-7003-42620	UNIFORMS/LINEN	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
600-7003-42720	EMPLOYEE TRAINING	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
600-7003-43316	FUEL	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
600-7003-43403	REGULAR BUILDING MAINT	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
600-7003-43465	RENT OF EQUIPMENT	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
600-7003-43775	TELEPHONE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
600-7003-43815	SOFTWARE LIC/SOFTWARE UPDATE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
600-7003-44606	OFFICE SUPPLIES	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
600-7003-44607	FIELD SUPPLIES	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
600-7003-44613	NON-CAPITAL ITEMS	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
600-7003-44615	SAFETY EQUIPMENT	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
600-7003-44626	VEHICLE TIRES	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
600-7003-47420	MAINTENANCE-VEHICLE/EQUIP-INT SERV	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
600-7003-48599	OTHER CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
600-7003-80845	CAPITAL IMPROVEMENTS EQUIPMENT	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	0.00 %
	Expense Total:	**754,314.00**	**754,314.00**	**0.00**	**0.00**	**0.00**	**754,314.00**	**0.00%**
	Department: 7003 - Internal Serv Total:	**754,314.00**	**754,314.00**	**0.00**	**0.00**	**0.00**	**754,314.00**	**0.00%**
	Fund: 600 - Internal Serv Total:	**754,314.00**	**754,314.00**	**0.00**	**0.00**	**0.00**	**754,314.00**	**0.00%**
	Report Surplus (Deficit):	**-7,036,483.00**	**-7,036,483.00**	**0.00**	**0.00**	**0.00**	**7,036,483.00**	**0.00%**

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - General							
Department: 1000 - Governing Body							
Expense	630,674.00	630,674.00	0.00	0.00	0.00	630,674.00	0.00%
Department: 1000 - Governing Body Total:	**630,674.00**	**630,674.00**	**0.00**	**0.00**	**0.00**	**630,674.00**	**0.00%**
Department: 1001 - City Clerk							
Expense	291,336.00	291,336.00	0.00	0.00	0.00	291,336.00	0.00%
Department: 1001 - City Clerk Total:	**291,336.00**	**291,336.00**	**0.00**	**0.00**	**0.00**	**291,336.00**	**0.00%**
Department: 1003 - City Manager							
Expense	535,140.00	535,140.00	0.00	0.00	0.00	535,140.00	0.00%
Department: 1003 - City Manager Total:	**535,140.00**	**535,140.00**	**0.00**	**0.00**	**0.00**	**535,140.00**	**0.00%**
Department: 1004 - Finance							
Expense	531,935.00	531,935.00	0.00	0.00	0.00	531,935.00	0.00%
Department: 1004 - Finance Total:	**531,935.00**	**531,935.00**	**0.00**	**0.00**	**0.00**	**531,935.00**	**0.00%**
Department: 1005 - Fire							
Expense	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00%
Department: 1005 - Fire Total:	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**0.00**	**30,000.00**	**0.00%**
Department: 1006 - ANIMAL SHELTER							
Expense	276,598.00	276,598.00	0.00	0.00	0.00	276,598.00	0.00%
Department: 1006 - ANIMAL SHELTER Total:	**276,598.00**	**276,598.00**	**0.00**	**0.00**	**0.00**	**276,598.00**	**0.00%**
Department: 1007 - Police							
Expense	2,290,091.00	2,290,091.00	0.00	0.00	0.00	2,290,091.00	0.00%
Department: 1007 - Police Total:	**2,290,091.00**	**2,290,091.00**	**0.00**	**0.00**	**0.00**	**2,290,091.00**	**0.00%**
Department: 1008 - Animal Control							
Expense	228,285.00	228,285.00	0.00	0.00	0.00	228,285.00	0.00%
Department: 1008 - Animal Control Total:	**228,285.00**	**228,285.00**	**0.00**	**0.00**	**0.00**	**228,285.00**	**0.00%**
Department: 1009 - Parks							
Expense	454,892.00	454,892.00	0.00	0.00	0.00	454,892.00	0.00%
Department: 1009 - Parks Total:	**454,892.00**	**454,892.00**	**0.00**	**0.00**	**0.00**	**454,892.00**	**0.00%**
Department: 1010 - Community Dev							
Expense	315,413.00	315,413.00	0.00	0.00	0.00	315,413.00	0.00%
Department: 1010 - Community Dev Total:	**315,413.00**	**315,413.00**	**0.00**	**0.00**	**0.00**	**315,413.00**	**0.00%**
Department: 1013 - Community Services							
Expense	149,097.00	149,097.00	0.00	0.00	0.00	149,097.00	0.00%
Department: 1013 - Community Services Total:	**149,097.00**	**149,097.00**	**0.00**	**0.00**	**0.00**	**149,097.00**	**0.00%**
Department: 1014 - Facility Man							
Expense	503,860.00	503,860.00	0.00	0.00	0.00	503,860.00	0.00%

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 1014 - Facility Man Total:	**503,860.00**	**503,860.00**	**0.00**	**0.00**	**0.00**	**503,860.00**	**0.00%**
Department: 1016 - Library							
Expense	342,855.00	342,855.00	0.00	0.00	0.00	342,855.00	0.00%
Department: 1016 - Library Total:	**342,855.00**	**342,855.00**	**0.00**	**0.00**	**0.00**	**342,855.00**	**0.00%**
Department: 1017 - Hospital GRT							
Expense	515,000.00	515,000.00	0.00	0.00	0.00	515,000.00	0.00%
Department: 1017 - Hospital GRT Total:	**515,000.00**	**515,000.00**	**0.00**	**0.00**	**0.00**	**515,000.00**	**0.00%**
Department: 1018 - Utility & Ins							
Expense	2,295,579.00	2,295,579.00	0.00	0.00	0.00	2,295,579.00	0.00%
Department: 1018 - Utility & Ins Total:	**2,295,579.00**	**2,295,579.00**	**0.00**	**0.00**	**0.00**	**2,295,579.00**	**0.00%**
Department: 1099 - General Fund Revenues							
Revenue	7,202,455.00	7,202,455.00	0.00	0.00	0.00	-7,202,455.00	0.00%
Department: 1099 - General Fund Revenues Surplus (Deficit):	**7,202,455.00**	**7,202,455.00**	**0.00**	**0.00**	**0.00**	**-7,202,455.00**	**0.00%**
Fund: 101 - General Surplus (Deficit):	**-2,188,300.00**	**-2,188,300.00**	**0.00**	**0.00**	**0.00**	**2,188,300.00**	**0.00%**
Fund: 201 - Corrections							
Department: 1903 - Corrections							
Expense	76,000.00	76,000.00	0.00	0.00	0.00	76,000.00	0.00%
Department: 1903 - Corrections Total:	**76,000.00**	**76,000.00**	**0.00**	**0.00**	**0.00**	**76,000.00**	**0.00%**
Fund: 201 - Corrections Total:	**76,000.00**	**76,000.00**	**0.00**	**0.00**	**0.00**	**76,000.00**	**0.00%**
Fund: 209 - Fire							
Department: 1603 - State Fire							
Revenue	506,560.00	506,560.00	0.00	0.00	0.00	-506,560.00	0.00%
Expense	1,755,975.00	1,755,975.00	0.00	0.00	0.00	1,755,975.00	0.00%
Department: 1603 - State Fire Surplus (Deficit):	**-1,249,415.00**	**-1,249,415.00**	**0.00**	**0.00**	**0.00**	**1,249,415.00**	**0.00%**
Fund: 209 - Fire Surplus (Deficit):	**-1,249,415.00**	**-1,249,415.00**	**0.00**	**0.00**	**0.00**	**1,249,415.00**	**0.00%**
Fund: 211 - Law Enforce Prot							
Department: 2003 - Law Enforce Prot							
Revenue	113,000.00	113,000.00	0.00	0.00	0.00	-113,000.00	0.00%
Expense	113,000.00	113,000.00	0.00	0.00	0.00	113,000.00	0.00%
Department: 2003 - Law Enforce Prot Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 211 - Law Enforce Prot Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 214 - Lodgers Tax							
Department: 2501 - 1% PUBLIC ARTS							
Expense	33,000.00	33,000.00	0.00	0.00	0.00	33,000.00	0.00%
Department: 2501 - 1% PUBLIC ARTS Total:	**33,000.00**	**33,000.00**	**0.00**	**0.00**	**0.00**	**33,000.00**	**0.00%**
Department: 2503 - Lodgers Tax							
Revenue	532,500.00	532,500.00	0.00	0.00	0.00	-532,500.00	0.00%

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense	655,102.00	655,102.00	0.00	0.00	0.00	655,102.00	0.00%
Department: 2503 - Lodgers Tax Surplus (Deficit):	**-122,602.00**	**-122,602.00**	**0.00**	**0.00**	**0.00**	**122,602.00**	**0.00%**
Department: 2540 - 40% CITY PORTION							
Expense	181,000.00	181,000.00	0.00	0.00	0.00	181,000.00	0.00%
Department: 2540 - 40% CITY PORTION Total:	**181,000.00**	**181,000.00**	**0.00**	**0.00**	**0.00**	**181,000.00**	**0.00%**
Department: 2560 - 60% LODGERS TAX BOARD							
Expense	147,000.00	147,000.00	0.00	0.00	0.00	147,000.00	0.00%
Department: 2560 - 60% LODGERS TAX BOARD Total:	**147,000.00**	**147,000.00**	**0.00**	**0.00**	**0.00**	**147,000.00**	**0.00%**
Fund: 214 - Lodgers Tax Surplus (Deficit):	**-483,602.00**	**-483,602.00**	**0.00**	**0.00**	**0.00**	**483,602.00**	**0.00%**
Fund: 216 - Muni Street							
Department: 4503 - Muni Street							
Revenue	805,500.00	805,500.00	0.00	0.00	0.00	-805,500.00	0.00%
Expense	1,072,473.00	1,072,473.00	0.00	0.00	0.00	1,072,473.00	0.00%
Department: 4503 - Muni Street Surplus (Deficit):	**-266,973.00**	**-266,973.00**	**0.00**	**0.00**	**0.00**	**266,973.00**	**0.00%**
Fund: 216 - Muni Street Surplus (Deficit):	**-266,973.00**	**-266,973.00**	**0.00**	**0.00**	**0.00**	**266,973.00**	**0.00%**
Fund: 280 - CANNABIS REGULATION ACT							
Department: 2803 - CANNABIS REGULATION ACT							
Revenue	65,000.00	65,000.00	0.00	0.00	0.00	-65,000.00	0.00%
Expense	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00%
Department: 2803 - CANNABIS REGULATION ACT Surplus (Deficit):	**63,500.00**	**63,500.00**	**0.00**	**0.00**	**0.00**	**-63,500.00**	**0.00%**
Fund: 280 - CANNABIS REGULATION ACT Surplus (Deficit):	**63,500.00**	**63,500.00**	**0.00**	**0.00**	**0.00**	**-63,500.00**	**0.00%**
Fund: 293 - Vet Wall Perp							
Department: 5103 - Vet Wall Perp							
Revenue	775.00	775.00	0.00	0.00	0.00	-775.00	0.00%
Expense	775.00	775.00	0.00	0.00	0.00	775.00	0.00%
Department: 5103 - Vet Wall Perp Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 293 - Vet Wall Perp Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 294 - State Library							
Department: 5003 - State Library							
Revenue	53,389.00	53,389.00	0.00	0.00	0.00	-53,389.00	0.00%
Expense	50,889.00	50,889.00	0.00	0.00	0.00	50,889.00	0.00%
Department: 5003 - State Library Surplus (Deficit):	**2,500.00**	**2,500.00**	**0.00**	**0.00**	**0.00**	**-2,500.00**	**0.00%**
Fund: 294 - State Library Surplus (Deficit):	**2,500.00**	**2,500.00**	**0.00**	**0.00**	**0.00**	**-2,500.00**	**0.00%**
Fund: 295 - Muni Pool							
Department: 4803 - Muni Pool							
Revenue	9,400.00	9,400.00	0.00	0.00	0.00	-9,400.00	0.00%
Expense	204,732.00	204,732.00	0.00	0.00	0.00	204,732.00	0.00%

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 4803 - Muni Pool Surplus (Deficit):	-195,332.00	-195,332.00	0.00	0.00	0.00	195,332.00	0.00%
Fund: 295 - Muni Pool Surplus (Deficit):	-195,332.00	-195,332.00	0.00	0.00	0.00	195,332.00	0.00%
Fund: 296 - PD GRT							
Department: 2403 - PD GRT							
Revenue	380,120.00	380,120.00	0.00	0.00	0.00	-380,120.00	0.00%
Expense	598,000.00	598,000.00	0.00	0.00	0.00	598,000.00	0.00%
Department: 2403 - PD GRT Surplus (Deficit):	-217,880.00	-217,880.00	0.00	0.00	0.00	217,880.00	0.00%
Fund: 296 - PD GRT Surplus (Deficit):	-217,880.00	-217,880.00	0.00	0.00	0.00	217,880.00	0.00%
Fund: 298 - PD Donations							
Department: 2105 - SHOP W/ COP CASH							
Revenue	6,000.00	6,000.00	0.00	0.00	0.00	-6,000.00	0.00%
Expense	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00%
Department: 2105 - SHOP W/ COP CASH Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 2106 - DARE PROGRAM							
Revenue	1,200.00	1,200.00	0.00	0.00	0.00	-1,200.00	0.00%
Expense	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00%
Department: 2106 - DARE PROGRAM Surplus (Deficit):	-300.00	-300.00	0.00	0.00	0.00	300.00	0.00%
Fund: 298 - PD Donations Surplus (Deficit):	-300.00	-300.00	0.00	0.00	0.00	300.00	0.00%
Fund: 299 - SPECIAL REVENUE FUNDS							
Department: 2004 - NMDOT TRAFFIC SAFETY GRANT - ENDWI							
Revenue	3,570.00	3,570.00	0.00	0.00	0.00	-3,570.00	0.00%
Department: 2004 - NMDOT TRAFFIC SAFETY GRANT - ENDWI Surplus (Deficit):	3,570.00	3,570.00	0.00	0.00	0.00	-3,570.00	0.00%
Department: 2005 - NMDOT TRAFFIC SAFETY GRANT - BKLUP							
Revenue	1,075.00	1,075.00	0.00	0.00	0.00	-1,075.00	0.00%
Department: 2005 - NMDOT TRAFFIC SAFETY GRANT - BKLUP Surplus (Deficit):	1,075.00	1,075.00	0.00	0.00	0.00	-1,075.00	0.00%
Department: 2006 - NMDOT TRAFFIC SAFETY GRANT - STEP							
Revenue	7,570.00	7,570.00	0.00	0.00	0.00	-7,570.00	0.00%
Department: 2006 - NMDOT TRAFFIC SAFETY GRANT - STEP Surplus (Deficit):	7,570.00	7,570.00	0.00	0.00	0.00	-7,570.00	0.00%
Department: 7051 - BFAS GRANT-MEDICAL TREATMENT							
Expense	7,929.00	7,929.00	0.00	0.00	0.00	7,929.00	0.00%
Department: 7051 - BFAS GRANT-MEDICAL TREATMENT Total:	7,929.00	7,929.00	0.00	0.00	0.00	7,929.00	0.00%
Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT							
Revenue	41,476.00	41,476.00	0.00	0.00	0.00	-41,476.00	0.00%
Department: 7052 - 2022-2023 15PBJA-23-GG-00024-BSCI GRANT Surplus (Deficit):	41,476.00	41,476.00	0.00	0.00	0.00	-41,476.00	0.00%
Department: 7067 - NM VET MED GRANT FY26							
Expense	34,174.00	34,174.00	0.00	0.00	0.00	34,174.00	0.00%
Department: 7067 - NM VET MED GRANT FY26 Total:	34,174.00	34,174.00	0.00	0.00	0.00	34,174.00	0.00%

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 7073 - BFAS GRANT 01-21-26							
Expense	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00%
Department: 7073 - BFAS GRANT 01-21-26 Total:	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00%
Department: 9999 - Revolving Fund							
Revenue	45.00	45.00	0.00	0.00	0.00	-45.00	0.00%
Department: 9999 - Revolving Fund Surplus (Deficit):	45.00	45.00	0.00	0.00	0.00	-45.00	0.00%
Fund: 299 - SPECIAL REVENUE FUNDS Surplus (Deficit):	6,633.00	6,633.00	0.00	0.00	0.00	-6,633.00	0.00%
Fund: 303 - Vet Wall							
Department: 4703 - Vet Wall							
Expense	3,650.00	3,650.00	0.00	0.00	0.00	3,650.00	0.00%
Department: 4703 - Vet Wall Total:	3,650.00	3,650.00	0.00	0.00	0.00	3,650.00	0.00%
Fund: 303 - Vet Wall Total:	3,650.00	3,650.00	0.00	0.00	0.00	3,650.00	0.00%
Fund: 304 - Senior Grants							
Department: 7046 - SJOA Grant Agreement A2412022 - Vehicle Purchase							
Revenue	6,714.00	6,714.00	0.00	0.00	0.00	-6,714.00	0.00%
Expense	6,714.00	6,714.00	0.00	0.00	0.00	6,714.00	0.00%
Department: 7046 - SJOA Grant Agreement A2412022 - Vehicle Purchase Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 7049 - SJOA Grant Agreement A2412021 - Vehicle Purchase							
Revenue	8,598.00	8,598.00	0.00	0.00	0.00	-8,598.00	0.00%
Expense	8,598.00	8,598.00	0.00	0.00	0.00	8,598.00	0.00%
Department: 7049 - SJOA Grant Agreement A2412021 - Vehicle Purchase Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 7065 - SJOA A25J2035 WALK IN							
Revenue	26,000.00	26,000.00	0.00	0.00	0.00	-26,000.00	0.00%
Expense	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00%
Department: 7065 - SJOA A25J2035 WALK IN Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 7071 - SJOA A22G2019-G614							
Revenue	36,710.00	36,710.00	0.00	0.00	0.00	-36,710.00	0.00%
Expense	36,710.00	36,710.00	0.00	0.00	0.00	36,710.00	0.00%
Department: 7071 - SJOA A22G2019-G614 Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 7072 - SJOA VEHICLE A24-15393							
Revenue	89,987.00	89,987.00	0.00	0.00	0.00	-89,987.00	0.00%
Expense	89,987.00	89,987.00	0.00	0.00	0.00	89,987.00	0.00%
Department: 7072 - SJOA VEHICLE A24-15393 Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 304 - Senior Grants Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 305 - CI Gen							
Department: 6003 - CI Gen							
Revenue	40.00	40.00	0.00	0.00	0.00	-40.00	0.00%

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense	85,232.00	85,232.00	0.00	0.00	0.00	85,232.00	0.00%
Department: 6003 - CI Gen Surplus (Deficit):	**-85,192.00**	**-85,192.00**	**0.00**	**0.00**	**0.00**	**85,192.00**	**0.00%**
Department: 7029 - ANIMAL SHELTER GRANT 23-H3214							
Revenue	415,434.00	415,434.00	0.00	0.00	0.00	-415,434.00	0.00%
Expense	445,500.00	445,500.00	0.00	0.00	0.00	445,500.00	0.00%
Department: 7029 - ANIMAL SHELTER GRANT 23-H3214 Surplus (Deficit):	**-30,066.00**	**-30,066.00**	**0.00**	**0.00**	**0.00**	**30,066.00**	**0.00%**
Department: 7062 - Animal Shelter Grant Appropriation 25-J3166							
Revenue	495,000.00	495,000.00	0.00	0.00	0.00	-495,000.00	0.00%
Expense	495,000.00	495,000.00	0.00	0.00	0.00	495,000.00	0.00%
Department: 7062 - Animal Shelter Grant Appropriation 25-J3166 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 305 - CI Gen Surplus (Deficit):	**-115,258.00**	**-115,258.00**	**0.00**	**0.00**	**0.00**	**115,258.00**	**0.00%**
Fund: 306 - CI Jt Uti							
Department: 6103 - CI Jt Uti							
Revenue	25.00	25.00	0.00	0.00	0.00	-25.00	0.00%
Department: 6103 - CI Jt Uti Surplus (Deficit):	**25.00**	**25.00**	**0.00**	**0.00**	**0.00**	**-25.00**	**0.00%**
Fund: 306 - CI Jt Uti Surplus (Deficit):	**25.00**	**25.00**	**0.00**	**0.00**	**0.00**	**-25.00**	**0.00%**
Fund: 311 - R&R Sewer							
Department: 8103 - R&R Sewer							
Revenue	3,150.00	3,150.00	0.00	0.00	0.00	-3,150.00	0.00%
Department: 8103 - R&R Sewer Surplus (Deficit):	**3,150.00**	**3,150.00**	**0.00**	**0.00**	**0.00**	**-3,150.00**	**0.00%**
Fund: 311 - R&R Sewer Surplus (Deficit):	**3,150.00**	**3,150.00**	**0.00**	**0.00**	**0.00**	**-3,150.00**	**0.00%**
Fund: 312 - R&R Airport							
Department: 7066 - NM DOT FY26 GRANT TCS-26-01							
Revenue	20,000.00	20,000.00	0.00	0.00	0.00	-20,000.00	0.00%
Expense	11,809.00	11,809.00	0.00	0.00	0.00	11,809.00	0.00%
Department: 7066 - NM DOT FY26 GRANT TCS-26-01 Surplus (Deficit):	**8,191.00**	**8,191.00**	**0.00**	**0.00**	**0.00**	**-8,191.00**	**0.00%**
Fund: 312 - R&R Airport Surplus (Deficit):	**8,191.00**	**8,191.00**	**0.00**	**0.00**	**0.00**	**-8,191.00**	**0.00%**
Fund: 313 - R&R Water							
Department: 8503 - R&R Water							
Revenue	7,000.00	7,000.00	0.00	0.00	0.00	-7,000.00	0.00%
Department: 8503 - R&R Water Surplus (Deficit):	**7,000.00**	**7,000.00**	**0.00**	**0.00**	**0.00**	**-7,000.00**	**0.00%**
Fund: 313 - R&R Water Surplus (Deficit):	**7,000.00**	**7,000.00**	**0.00**	**0.00**	**0.00**	**-7,000.00**	**0.00%**
Fund: 314 - CDBG							
Department: 7030 - CDBG Comprehensive Plan							
Revenue	8,000.00	8,000.00	0.00	0.00	0.00	-8,000.00	0.00%
Expense	2,918.00	2,918.00	0.00	0.00	0.00	2,918.00	0.00%
Department: 7030 - CDBG Comprehensive Plan Surplus (Deficit):	**5,082.00**	**5,082.00**	**0.00**	**0.00**	**0.00**	**-5,082.00**	**0.00%**

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 8603 - CDBG							
Revenue	711,632.00	711,632.00	0.00	0.00	0.00	-711,632.00	0.00%
Expense	780,091.00	780,091.00	0.00	0.00	0.00	780,091.00	0.00%
Department: 8603 - CDBG Surplus (Deficit):	**-68,459.00**	**-68,459.00**	**0.00**	**0.00**	**0.00**	**68,459.00**	**0.00%**
Fund: 314 - CDBG Surplus (Deficit):	**-63,377.00**	**-63,377.00**	**0.00**	**0.00**	**0.00**	**63,377.00**	**0.00%**
Fund: 315 - CI Reserve							
Department: 7027 - Comm Project Funding Wtr Infrastructure							
Revenue	867,294.00	867,294.00	0.00	0.00	0.00	-867,294.00	0.00%
Department: 7027 - Comm Project Funding Wtr Infrastructure Surplus (Deficit):	**867,294.00**	**867,294.00**	**0.00**	**0.00**	**0.00**	**-867,294.00**	**0.00%**
Department: 9003 - CI Reserve							
Revenue	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	0.00%
Department: 9003 - CI Reserve Surplus (Deficit):	**1,000.00**	**1,000.00**	**0.00**	**0.00**	**0.00**	**-1,000.00**	**0.00%**
Fund: 315 - CI Reserve Surplus (Deficit):	**868,294.00**	**868,294.00**	**0.00**	**0.00**	**0.00**	**-868,294.00**	**0.00%**
Fund: 316 - Emergency Reserve							
Department: 9103 - Emergency Reserve Jt Util							
Revenue	760.00	760.00	0.00	0.00	0.00	-760.00	0.00%
Department: 9103 - Emergency Reserve Jt Util Surplus (Deficit):	**760.00**	**760.00**	**0.00**	**0.00**	**0.00**	**-760.00**	**0.00%**
Fund: 316 - Emergency Reserve Surplus (Deficit):	**760.00**	**760.00**	**0.00**	**0.00**	**0.00**	**-760.00**	**0.00%**
Fund: 317 - WW Reserve							
Department: 9203 - WW Reserve							
Revenue	2,075.00	2,075.00	0.00	0.00	0.00	-2,075.00	0.00%
Department: 9203 - WW Reserve Surplus (Deficit):	**2,075.00**	**2,075.00**	**0.00**	**0.00**	**0.00**	**-2,075.00**	**0.00%**
Fund: 317 - WW Reserve Surplus (Deficit):	**2,075.00**	**2,075.00**	**0.00**	**0.00**	**0.00**	**-2,075.00**	**0.00%**
Fund: 318 - Elec Const Reserve							
Department: 9303 - Elec Const Reserve							
Revenue	1,520.00	1,520.00	0.00	0.00	0.00	-1,520.00	0.00%
Department: 9303 - Elec Const Reserve Surplus (Deficit):	**1,520.00**	**1,520.00**	**0.00**	**0.00**	**0.00**	**-1,520.00**	**0.00%**
Fund: 318 - Elec Const Reserve Surplus (Deficit):	**1,520.00**	**1,520.00**	**0.00**	**0.00**	**0.00**	**-1,520.00**	**0.00%**
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS							
Department: 6603 - MSD / USDA WATER SYSTEM IMPROVEMENTS							
Revenue	118,192.00	118,192.00	0.00	0.00	0.00	-118,192.00	0.00%
Department: 6603 - MSD / USDA WATER SYSTEM IMPROVEMENTS Surplus (Deficit):	**118,192.00**	**118,192.00**	**0.00**	**0.00**	**0.00**	**-118,192.00**	**0.00%**
Department: 7017 - USDA WATER SYSTEM IMPROVEMENTS P1							
Revenue	2,720,000.00	2,720,000.00	0.00	0.00	0.00	-2,720,000.00	0.00%
Expense	2,720,000.00	2,720,000.00	0.00	0.00	0.00	2,720,000.00	0.00%
Department: 7017 - USDA WATER SYSTEM IMPROVEMENTS P1 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 7042 - USDA WATER SYSTEM IMPROV (WISPI 2)							
Revenue	7,227,000.00	7,227,000.00	0.00	0.00	0.00	-7,227,000.00	0.00%
Expense	7,227,000.00	7,227,000.00	0.00	0.00	0.00	7,227,000.00	0.00%
Department: 7042 - USDA WATER SYSTEM IMPROV (WISPI 2) Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Surplus (Deficit):	**118,192.00**	**118,192.00**	**0.00**	**0.00**	**0.00**	**-118,192.00**	**0.00%**
Fund: 321 - WATER SYSTEM IMPROVEMENTS							
Department: 7017 - USDA WATER SYSTEM IMPROVEMENTS P1							
Revenue	394,245.00	394,245.00	0.00	0.00	0.00	-394,245.00	0.00%
Expense	394,245.00	394,245.00	0.00	0.00	0.00	394,245.00	0.00%
Department: 7017 - USDA WATER SYSTEM IMPROVEMENTS P1 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7042 - USDA WATER SYSTEM IMPROV (WISPI 2)							
Revenue	1,638,374.00	1,638,374.00	0.00	0.00	0.00	-1,638,374.00	0.00%
Expense	1,638,374.00	1,638,374.00	0.00	0.00	0.00	1,638,374.00	0.00%
Department: 7042 - USDA WATER SYSTEM IMPROV (WISPI 2) Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 321 - WATER SYSTEM IMPROVEMENTS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 340 - ROAD/STREET PROJECTS							
Department: 7059 - NMDOT FY25-26 MAP GRANTL100652							
Revenue	172,333.00	172,333.00	0.00	0.00	0.00	-172,333.00	0.00%
Expense	172,333.00	172,333.00	0.00	0.00	0.00	172,333.00	0.00%
Department: 7059 - NMDOT FY25-26 MAP GRANTL100652 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7060 - NMDOT FY25-26 LGRF GRANT L100633							
Revenue	64,842.00	64,842.00	0.00	0.00	0.00	-64,842.00	0.00%
Expense	64,842.00	64,842.00	0.00	0.00	0.00	64,842.00	0.00%
Department: 7060 - NMDOT FY25-26 LGRF GRANT L100633 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 340 - ROAD/STREET PROJECTS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 360 - NMFA PROJECTS							
Department: 7044 - NMFA CIF-6441 WATERLINE REPLACEMENT							
Revenue	4,400,000.00	4,400,000.00	0.00	0.00	0.00	-4,400,000.00	0.00%
Expense	3,773,158.00	3,773,158.00	0.00	0.00	0.00	3,773,158.00	0.00%
Department: 7044 - NMFA CIF-6441 WATERLINE REPLACEMENT Surplus (Deficit):	**626,842.00**	**626,842.00**	**0.00**	**0.00**	**0.00**	**-626,842.00**	**0.00%**
Department: 7045 - NMFA CIF-6442 WW BAR SCREEN REPLACEMENT							
Revenue	305,400.00	305,400.00	0.00	0.00	0.00	-305,400.00	0.00%
Expense	610,800.00	610,800.00	0.00	0.00	0.00	610,800.00	0.00%
Department: 7045 - NMFA CIF-6442 WW BAR SCREEN REPLACEMENT Surplus (Deficit):	**-305,400.00**	**-305,400.00**	**0.00**	**0.00**	**0.00**	**305,400.00**	**0.00%**
Department: 7048 - WPF-6323 D&C WTRLINE REPLACEMENT							
Revenue	16,000,000.00	16,000,000.00	0.00	0.00	0.00	-16,000,000.00	0.00%
Expense	17,537,959.00	17,537,959.00	0.00	0.00	0.00	17,537,959.00	0.00%
Department: 7048 - WPF-6323 D&C WTRLINE REPLACEMENT Surplus (Deficit):	**-1,537,959.00**	**-1,537,959.00**	**0.00**	**0.00**	**0.00**	**1,537,959.00**	**0.00%**

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 7061 - CIF-6738 WasteWater Collection System PER							
Revenue	191,000.00	191,000.00	0.00	0.00	0.00	-191,000.00	0.00%
Expense	210,100.00	210,100.00	0.00	0.00	0.00	210,100.00	0.00%
Department: 7061 - CIF-6738 WasteWater Collection System PER Surplus (Deficit):	**-19,100.00**	**-19,100.00**	**0.00**	**0.00**	**0.00**	**19,100.00**	**0.00%**
Department: 7074 - NMFA Project No. PG-7043							
Revenue	75,000.00	75,000.00	0.00	0.00	0.00	-75,000.00	0.00%
Expense	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	0.00%
Department: 7074 - NMFA Project No. PG-7043 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 360 - NMFA PROJECTS Surplus (Deficit):	**-1,235,617.00**	**-1,235,617.00**	**0.00**	**0.00**	**0.00**	**1,235,617.00**	**0.00%**
Fund: 370 - WATER TRUST BOARD PROJECTS							
Department: 7070 - WTP-CANTRELL WTP-6621							
Revenue	8,090,000.00	8,090,000.00	0.00	0.00	0.00	-8,090,000.00	0.00%
Expense	8,899,000.00	8,899,000.00	0.00	0.00	0.00	8,899,000.00	0.00%
Department: 7070 - WTP-CANTRELL WTP-6621 Surplus (Deficit):	**-809,000.00**	**-809,000.00**	**0.00**	**0.00**	**0.00**	**809,000.00**	**0.00%**
Fund: 370 - WATER TRUST BOARD PROJECTS Surplus (Deficit):	**-809,000.00**	**-809,000.00**	**0.00**	**0.00**	**0.00**	**809,000.00**	**0.00%**
Fund: 380 - OTHER STATE FUNDED PROJECTS							
Department: 7034 - SAP 24-12460-GF-WTR SYSTEM							
Revenue	3,800,321.00	3,800,321.00	0.00	0.00	0.00	-3,800,321.00	0.00%
Expense	3,750,919.00	3,750,919.00	0.00	0.00	0.00	3,750,919.00	0.00%
Department: 7034 - SAP 24-12460-GF-WTR SYSTEM Surplus (Deficit):	**49,402.00**	**49,402.00**	**0.00**	**0.00**	**0.00**	**-49,402.00**	**0.00%**
Department: 7054 - Foch 419-A22G2074-2306 FY23							
Revenue	302,748.00	302,748.00	0.00	0.00	0.00	-302,748.00	0.00%
Expense	37,404.00	37,404.00	0.00	0.00	0.00	37,404.00	0.00%
Department: 7054 - Foch 419-A22G2074-2306 FY23 Surplus (Deficit):	**265,344.00**	**265,344.00**	**0.00**	**0.00**	**0.00**	**-265,344.00**	**0.00%**
Department: 7055 - Foch A23H2121-2410 FY24							
Revenue	1,016,000.00	1,016,000.00	0.00	0.00	0.00	-1,016,000.00	0.00%
Expense	1,016,000.00	1,016,000.00	0.00	0.00	0.00	1,016,000.00	0.00%
Department: 7055 - Foch A23H2121-2410 FY24 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7056 - Foch 419-A2412081-2414 FY25							
Revenue	910,000.00	910,000.00	0.00	0.00	0.00	-910,000.00	0.00%
Expense	910,000.00	910,000.00	0.00	0.00	0.00	910,000.00	0.00%
Department: 7056 - Foch 419-A2412081-2414 FY25 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7058 - NMDOT C0245002 - 2025 Elec Vehicle Infra Grant							
Revenue	641,341.00	641,341.00	0.00	0.00	0.00	-641,341.00	0.00%
Expense	567,764.00	567,764.00	0.00	0.00	0.00	567,764.00	0.00%
Department: 7058 - NMDOT C0245002 - 2025 Elec Vehicle Infra Grant Surplus (Deficit):	**73,577.00**	**73,577.00**	**0.00**	**0.00**	**0.00**	**-73,577.00**	**0.00%**
Department: 7063 - PD APPROPRIATION GRANT 25-J3167							
Revenue	356,400.00	356,400.00	0.00	0.00	0.00	-356,400.00	0.00%

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense	356,400.00	356,400.00	0.00	0.00	0.00	356,400.00	0.00%
Department: 7063 - PD APPROPRIATION GRANT 25-J3167 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7064 - WW Treatment Plant Imprv Grant SAP 25-J2460-GF							
Revenue	990,000.00	990,000.00	0.00	0.00	0.00	-990,000.00	0.00%
Expense	990,000.00	990,000.00	0.00	0.00	0.00	990,000.00	0.00%
Department: 7064 - WW Treatment Plant Imprv Grant SAP 25-J2460-GF Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 380 - OTHER STATE FUNDED PROJECTS Surplus (Deficit):	**388,323.00**	**388,323.00**	**0.00**	**0.00**	**0.00**	**-388,323.00**	**0.00%**
Fund: 403 - Pledge State DEBT SERVICE							
Department: 1203 - Pledge State							
Revenue	450,784.00	450,784.00	0.00	0.00	0.00	-450,784.00	0.00%
Expense	1,570,040.00	1,570,040.00	0.00	0.00	0.00	1,570,040.00	0.00%
Department: 1203 - Pledge State Surplus (Deficit):	**-1,119,256.00**	**-1,119,256.00**	**0.00**	**0.00**	**0.00**	**1,119,256.00**	**0.00%**
Department: 2024 - PPRF-6467 GO BOND SERIES 2024 OPERATING							
Revenue	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	0.00%
Department: 2024 - PPRF-6467 GO BOND SERIES 2024 OPERATING Surplus (Deficit):	**25,000.00**	**25,000.00**	**0.00**	**0.00**	**0.00**	**-25,000.00**	**0.00%**
Department: 2303 - GO BOND SERIES 2023							
Revenue	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	0.00%
Department: 2303 - GO BOND SERIES 2023 Surplus (Deficit):	**25,000.00**	**25,000.00**	**0.00**	**0.00**	**0.00**	**-25,000.00**	**0.00%**
Fund: 403 - Pledge State DEBT SERVICE Surplus (Deficit):	**-1,069,256.00**	**-1,069,256.00**	**0.00**	**0.00**	**0.00**	**1,069,256.00**	**0.00%**
Fund: 501 - Cemetary							
Department: 1803 - Cemetary							
Revenue	15,030.00	15,030.00	0.00	0.00	0.00	-15,030.00	0.00%
Expense	24,800.00	24,800.00	0.00	0.00	0.00	24,800.00	0.00%
Department: 1803 - Cemetary Surplus (Deficit):	**-9,770.00**	**-9,770.00**	**0.00**	**0.00**	**0.00**	**9,770.00**	**0.00%**
Fund: 501 - Cemetary Surplus (Deficit):	**-9,770.00**	**-9,770.00**	**0.00**	**0.00**	**0.00**	**9,770.00**	**0.00%**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING							
Department: 3601 - Util Office							
Revenue	111,000.00	111,000.00	0.00	0.00	0.00	-111,000.00	0.00%
Expense	526,114.00	526,114.00	0.00	0.00	0.00	526,114.00	0.00%
Department: 3601 - Util Office Surplus (Deficit):	**-415,114.00**	**-415,114.00**	**0.00**	**0.00**	**0.00**	**415,114.00**	**0.00%**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING Surplus (Deficit):	**-415,114.00**	**-415,114.00**	**0.00**	**0.00**	**0.00**	**415,114.00**	**0.00%**
Fund: 503 - Electric							
Department: 3702 - Electric							
Revenue	8,199,900.00	8,199,900.00	0.00	72.04	0.00	-8,199,827.96	0.00%
Expense	7,473,188.00	7,473,188.00	0.00	0.00	0.00	7,473,188.00	0.00%
Department: 3702 - Electric Surplus (Deficit):	**726,712.00**	**726,712.00**	**0.00**	**72.04**	**0.00**	**-726,639.96**	**0.01%**
Fund: 503 - Electric Surplus (Deficit):	**726,712.00**	**726,712.00**	**0.00**	**72.04**	**0.00**	**-726,639.96**	**0.01%**

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 504 - Water							
Department: 3803 - Water							
Revenue	1,774,500.00	1,774,500.00	0.00	-23.72	0.00	-1,774,523.72	0.00%
Expense	1,166,213.00	1,166,213.00	0.00	0.00	0.00	1,166,213.00	0.00%
Department: 3803 - Water Surplus (Deficit):	**608,287.00**	**608,287.00**	**0.00**	**-23.72**	**0.00**	**-608,310.72**	**0.00%**
Fund: 504 - Water Surplus (Deficit):	**608,287.00**	**608,287.00**	**0.00**	**-23.72**	**0.00**	**-608,310.72**	**0.00%**
Fund: 505 - Solid Waste							
Department: 3904 - Solid Waste							
Revenue	2,781,000.00	2,781,000.00	0.00	1.17	0.00	-2,780,998.83	0.00%
Expense	3,258,220.00	3,258,220.00	0.00	0.00	0.00	3,258,220.00	0.00%
Department: 3904 - Solid Waste Surplus (Deficit):	**-477,220.00**	**-477,220.00**	**0.00**	**1.17**	**0.00**	**477,221.17**	**0.00%**
Fund: 505 - Solid Waste Surplus (Deficit):	**-477,220.00**	**-477,220.00**	**0.00**	**1.17**	**0.00**	**477,221.17**	**0.00%**
Fund: 506 - WWTP							
Department: 4005 - WWTP							
Revenue	1,464,500.00	1,464,500.00	0.00	-49.49	0.00	-1,464,549.49	0.00%
Expense	1,276,953.00	1,276,953.00	0.00	0.00	0.00	1,276,953.00	0.00%
Department: 4005 - WWTP Surplus (Deficit):	**187,547.00**	**187,547.00**	**0.00**	**-49.49**	**0.00**	**-187,596.49**	**-0.03%**
Fund: 506 - WWTP Surplus (Deficit):	**187,547.00**	**187,547.00**	**0.00**	**-49.49**	**0.00**	**-187,596.49**	**-0.03%**
Fund: 508 - Golf Course							
Department: 4303 - Golf Course							
Revenue	33,550.00	33,550.00	0.00	0.00	0.00	-33,550.00	0.00%
Expense	277,184.00	277,184.00	0.00	0.00	0.00	277,184.00	0.00%
Department: 4303 - Golf Course Surplus (Deficit):	**-243,634.00**	**-243,634.00**	**0.00**	**0.00**	**0.00**	**243,634.00**	**0.00%**
Fund: 508 - Golf Course Surplus (Deficit):	**-243,634.00**	**-243,634.00**	**0.00**	**0.00**	**0.00**	**243,634.00**	**0.00%**
Fund: 509 - Muni Airport							
Department: 4403 - Muni Airport							
Revenue	139,480.00	139,480.00	0.00	0.00	0.00	-139,480.00	0.00%
Expense	294,660.00	294,660.00	0.00	0.00	0.00	294,660.00	0.00%
Department: 4403 - Muni Airport Surplus (Deficit):	**-155,180.00**	**-155,180.00**	**0.00**	**0.00**	**0.00**	**155,180.00**	**0.00%**
Fund: 509 - Muni Airport Surplus (Deficit):	**-155,180.00**	**-155,180.00**	**0.00**	**0.00**	**0.00**	**155,180.00**	**0.00%**
Fund: 600 - Internal Serv							
Department: 7003 - Internal Serv							
Expense	754,314.00	754,314.00	0.00	0.00	0.00	754,314.00	0.00%
Department: 7003 - Internal Serv Total:	**754,314.00**	**754,314.00**	**0.00**	**0.00**	**0.00**	**754,314.00**	**0.00%**
Fund: 600 - Internal Serv Total:	**754,314.00**	**754,314.00**	**0.00**	**0.00**	**0.00**	**754,314.00**	**0.00%**
Report Surplus (Deficit):	**-7,036,483.00**	**-7,036,483.00**	**0.00**	**0.00**	**0.00**	**7,036,483.00**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
101 - General	-2,188,300.00	-2,188,300.00	0.00	0.00	0.00	2,188,300.00
201 - Corrections	-76,000.00	-76,000.00	0.00	0.00	0.00	76,000.00
209 - Fire	-1,249,415.00	-1,249,415.00	0.00	0.00	0.00	1,249,415.00
211 - Law Enforce Prot	0.00	0.00	0.00	0.00	0.00	0.00
214 - Lodgers Tax	-483,602.00	-483,602.00	0.00	0.00	0.00	483,602.00
216 - Muni Street	-266,973.00	-266,973.00	0.00	0.00	0.00	266,973.00
280 - CANNABIS REGULATION AC	63,500.00	63,500.00	0.00	0.00	0.00	-63,500.00
293 - Vet Wall Perp	0.00	0.00	0.00	0.00	0.00	0.00
294 - State Library	2,500.00	2,500.00	0.00	0.00	0.00	-2,500.00
295 - Muni Pool	-195,332.00	-195,332.00	0.00	0.00	0.00	195,332.00
296 - PD GRT	-217,880.00	-217,880.00	0.00	0.00	0.00	217,880.00
298 - PD Donations	-300.00	-300.00	0.00	0.00	0.00	300.00
299 - SPECIAL REVENUE FUNDS	6,633.00	6,633.00	0.00	0.00	0.00	-6,633.00
303 - Vet Wall	-3,650.00	-3,650.00	0.00	0.00	0.00	3,650.00
304 - Senior Grants	0.00	0.00	0.00	0.00	0.00	0.00
305 - CI Gen	-115,258.00	-115,258.00	0.00	0.00	0.00	115,258.00
306 - CI Jt Utl	25.00	25.00	0.00	0.00	0.00	-25.00
311 - R&R Sewer	3,150.00	3,150.00	0.00	0.00	0.00	-3,150.00
312 - R&R Airport	8,191.00	8,191.00	0.00	0.00	0.00	-8,191.00
313 - R&R Water	7,000.00	7,000.00	0.00	0.00	0.00	-7,000.00
314 - CDBG	-63,377.00	-63,377.00	0.00	0.00	0.00	63,377.00
315 - CI Reserve	868,294.00	868,294.00	0.00	0.00	0.00	-868,294.00
316 - Emergency Reserve	760.00	760.00	0.00	0.00	0.00	-760.00
317 - WW Reserve	2,075.00	2,075.00	0.00	0.00	0.00	-2,075.00
318 - Elec Const Reserve	1,520.00	1,520.00	0.00	0.00	0.00	-1,520.00
320 - USDA WATER SYSTEM IMP	118,192.00	118,192.00	0.00	0.00	0.00	-118,192.00
321 - WATER SYSTEM IMPROVEI	0.00	0.00	0.00	0.00	0.00	0.00
340 - ROAD/STREET PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
360 - NMFA PROJECTS	-1,235,617.00	-1,235,617.00	0.00	0.00	0.00	1,235,617.00
370 - WATER TRUST BOARD PRO	-809,000.00	-809,000.00	0.00	0.00	0.00	809,000.00
380 - OTHER STATE FUNDED PRC	388,323.00	388,323.00	0.00	0.00	0.00	-388,323.00
403 - Pledge State DEBT SERVICE	-1,069,256.00	-1,069,256.00	0.00	0.00	0.00	1,069,256.00
501 - Cemetary	-9,770.00	-9,770.00	0.00	0.00	0.00	9,770.00
502 - UTILITY OFFICE-UTILITY BIL	-415,114.00	-415,114.00	0.00	0.00	0.00	415,114.00
503 - Electric	726,712.00	726,712.00	0.00	72.04	0.00	-726,639.96
504 - Water	608,287.00	608,287.00	0.00	-23.72	0.00	-608,310.72
505 - Solid Waste	-477,220.00	-477,220.00	0.00	1.17	0.00	477,221.17
506 - WWTP	187,547.00	187,547.00	0.00	-49.49	0.00	-187,596.49
508 - Golf Course	-243,634.00	-243,634.00	0.00	0.00	0.00	243,634.00
509 - Muni Airport	-155,180.00	-155,180.00	0.00	0.00	0.00	155,180.00

600 - Internal Serv	-754,314.00	-754,314.00	0.00	0.00	0.00	754,314.00
Report Surplus (Deficit):	**-7,036,483.00**	**-7,036,483.00**	**0.00**	**0.00**	**0.00**	**7,036,483.00**

Truth or Consequences

My Budget Report
Account Summary
For Fiscal: 2026-2027 Period Ending: 05/31/2027

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 403 - Pledge State DEBT SERVICE								
Revenue								
403-1203-32386	GRT INTERCEPTED	407,684.00	407,684.00	0.00	0.00	0.00	-407,684.00	0.00 %
403-1203-36373	INTEREST INCOME	100.00	100.00	0.00	0.00	0.00	-100.00	0.00 %
403-1203-36410	INVESTMENT INCOME - NMFA	30,000.00	30,000.00	0.00	0.00	0.00	-30,000.00	0.00 %
403-1203-36411	INVESTMENT INTEREST- CD	13,000.00	13,000.00	0.00	0.00	0.00	-13,000.00	0.00 %
403-1203-39935	TRANSFER IN	1,162,170.00	1,162,170.00	0.00	0.00	0.00	-1,162,170.00	0.00 %

Budget Detail

Description	Units	Price	Amount
216-Street--Debt Pymt. NMFA CIF-5192	0.00	0.00	-5,000.00
216-Street-Debt Pymt. NMFA WPF-5442	0.00	0.00	-15,453.00
315-CI Res-Debt Pymt. PPRF-6072 GO Bond 2023	0.00	0.00	-40,233.00
315-CI Res-Debt Pymt. PPRF-6467 GO Bond 2024	0.00	0.00	-46,545.00
315-PPRF-6967 GO BOND 2026	0.00	0.00	-258,840.00
503-Elec-Debt Pymt. NMFA PPRF-5652	0.00	0.00	-182,262.00
504-Water-Debt Payment NMFA CIF-4927	0.00	0.00	-458.00
504-Water-Debt Payment NMFA DW4794	0.00	0.00	-32,375.00
504-Water-Debt Payment NMFA TorC 17 WPF-829	0.00	0.00	-13,139.00
504-Water-Debt Payment NMFA TorC 18 PPRF-2613	0.00	0.00	-8,287.00
504-Water-Debt Payment NMFA TorC 19 PPRF-2737	0.00	0.00	-91,186.00
504-Water-Debt Payment NMFA TorC 22 WPF-892	0.00	0.00	-3,381.00
504-Water-Debt Pymt NMFA CIF-5550	0.00	0.00	-2,500.00
504-Water-Debt Pymt. NMFA CIF-6441	0.00	0.00	-22,664.00
504-Water-Debt Pymt. NMFA WPF-5089	0.00	0.00	-13,208.00
504-Water-Debt Pymt. USDA $5,487,000	0.00	0.00	-204,121.00
504-Water-Debt Pymt.NMFA WPF-6323	0.00	0.00	-82,116.00
504-Water-Int Pmt BOSW WTR Syst Improv - Interim	0.00	0.00	-60,000.00
506-WW-Debt Service NMFA TorC 24 CIF-3171	0.00	0.00	-3,846.00
506-WW-Debt Service NMFA TorC 27 CIF-3364	0.00	0.00	-3,866.00
506-WW-Debt Service USDA Loan $315,000	0.00	0.00	-11,773.00
506-WW-Debt Service USDA Loan $715,000	0.00	0.00	-24,454.00
506-WW-Debt Service USDA Loan $910,000	0.00	0.00	-34,920.00
506-WW-Debt Service-NMFA CIF-6442	0.00	0.00	-1,543.00

403-2024-36410	INVESTMENT INCOME - GO BOND 2024	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
403-2303-36410	INVESTMENT INCOME GO BOND 2023	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	0.00 %
	Revenue Total:	**1,662,954.00**	**1,662,954.00**	**0.00**	**0.00**	**0.00**	**-1,662,954.00**	**0.00%**
Expense								
403-1203-90905	DEBT SERVICE PRINCIPAL-PLEDGE STATE	1,272,840.00	1,272,840.00	0.00	0.00	0.00	1,272,840.00	0.00 %

Budget Detail

Description	Units	Price	Amount
CIF-3171 TORC 24 -WW	0.00	0.00	3,846.00
CIF-3364 TORC 27-WW	0.00	0.00	3,866.00
CIF-4927 WTR SYSTEM PER-WTR	0.00	0.00	458.00
CIF-5192 ROADS/DRAIN IMPRV WTR LINES-STREETS	0.00	0.00	5,000.00
CIF-5550 WTR SYSTEM IMPROV PH2-WTR	0.00	0.00	2,500.00
CIF-6441-WTR	0.00	0.00	19,972.00
CIF-6442-WW	0.00	0.00	1,386.00
DW4794 2019 WTR LINE REPLACE-WTR	0.00	0.00	30,965.00
PPRF-2613 TORC 18 GROUND STORAGE TANKS-WTR	0.00	0.00	8,287.00
PPRF-2737 TORC19 REFINANCE 95,96,98 UTIL BONDS WTR	0.00	0.00	72,372.00
PPRF-4968ABC REFUND TORC13 & NEW MONEY INTERCEPT	0.00	0.00	264,192.00
PPRF-5198 REFUND TORC15 ST INTERCEPT	0.00	0.00	117,414.00
PPRF-5652 2022 EQUIP ELEC TRANSFORM-ELEC	0.00	0.00	165,403.00
PPRF-6967 GO BOND 2026	0.00	0.00	250,000.00
PPRF-6997 STREET SWEEPER-INTERCEPT	0.00	0.00	13,045.00
SERIES 2003 GO BOND PPRF-6072	0.00	0.00	30,000.00
SERIES 2024 GO BOND PPRF-6467	0.00	0.00	30,000.00
USDA 5,487,000 WATER BOND	0.00	0.00	94,018.00
USDA 910,000 BOND-WW	0.00	0.00	18,000.00
USDA 92-12 715,000 WWTP PHASE 2B-WW	0.00	0.00	14,137.00
USDA 92-19 315,000 WWTP PHASE 2B-WW	0.00	0.00	5,761.00
WPF-5089 BOOSTER SYSTEM IMPROV-WTR	0.00	0.00	12,994.00
WPF-5442 CANTRELL DAM DRAIN DESIGN&REHAB-STREET	0.00	0.00	14,810.00
WPF-6323-WTR	0.00	0.00	78,116.00
WPF-829 TORC 17 WTB-229 -WTR	0.00	0.00	12,976.00
WPF-892 TORC22 WTB-292 PER/ASSET MAN PLAN- WTR	0.00	0.00	3,322.00

403-1203-90910	DEBT SERVICE INTEREST	296,390.00	296,390.00	0.00	0.00	0.00	296,390.00	0.00 %

Budget Detail

Description	Units	Price	Amount
BANK OF SW WTR SYSTEM IMPROV-WTR	0.00	0.00	60,000.00
CIF-6441-WTR	0.00	0.00	2,692.00
CIF-6442-WW	0.00	0.00	187.00
PPRF-2737 TORC19 REFINANCE 95,96,98 UTIL BONDS WTR	0.00	0.00	18,814.00
PPRF-4968ABC REFUND TORC13 & NEW MONEY INTERCEPT	0.00	0.00	8,879.00
PPRF-5198 REFUND TORC15 ST INTERCEPT	0.00	0.00	3,748.00

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
PPRF-5652 2022 EQUIP ELEC TRANSFORM-ELEC		0.00	0.00	16,859.00				
PPRF-6967 GO BOND 2026		0.00	0.00	8,840.00				
pprf-6997 STREET SWEEPER - INTERCEPT		0.00	0.00	1,162.00				
SERIES 2003 GO BOND PPRF-6072		0.00	0.00	10,233.00				
SERIES 2024 GO BOND PPRF-6467		0.00	0.00	16,545.00				
USDA 5,487,000 WATER BOND		0.00	0.00	110,103.00				
USDA 910,000 BOND-WW		0.00	0.00	16,920.00				
USDA 92-12 715,000 WWTP PHASE 2B-WW		0.00	0.00	10,317.00				
USDA 92-19 315,000 WWTP PHASE 2B-WW		0.00	0.00	6,012.00				
WPF-5089 BOOSTER SYSTEM IMPROV-WTR		0.00	0.00	214.00				
WPF-5442 CANTRELL DAM DRAIN DESIGN&REHAB-STREET		0.00	0.00	643.00				
WPF-6323-WTR		0.00	0.00	4,000.00				
WPF-829 TORC 17 WTB-229 -WTR		0.00	0.00	163.00				
WPF-892 TORC22 WTB-292 PER/ASSET MAN PLAN- WTR		0.00	0.00	59.00				
403-1203-90925	COMMITMENTS & OTHER FEES-PLEDGE STA		810.00	810.00	0.00	0.00	0.00	810.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
PPRF-4968ABC REFUND TORC13 & NEW MONEY INTERCEPT		0.00	0.00	810.00				
	Expense Total:	**1,570,040.00**	**1,570,040.00**	**0.00**	**0.00**	**0.00**	**1,570,040.00**	**0.00%**
	Fund: 403 - Pledge State DEBT SERVICE Surplus (Deficit):	**92,914.00**	**92,914.00**	**0.00**	**0.00**	**0.00**	**-92,914.00**	**0.00%**
	Report Surplus (Deficit):	**92,914.00**	**92,914.00**	**0.00**	**0.00**	**0.00**	**-92,914.00**	**0.00%**

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 403 - Pledge State DEBT SERVICE							
Revenue	1,662,954.00	1,662,954.00	0.00	0.00	0.00	-1,662,954.00	0.00%
Expense	1,570,040.00	1,570,040.00	0.00	0.00	0.00	1,570,040.00	0.00%
Fund: 403 - Pledge State DEBT SERVICE Surplus (Deficit):	**92,914.00**	**92,914.00**	**0.00**	**0.00**	**0.00**	**-92,914.00**	**0.00%**
Report Surplus (Deficit):	**92,914.00**	**92,914.00**	**0.00**	**0.00**	**0.00**	**-92,914.00**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
403 - Pledge State DEBT SERVICE	92,914.00	92,914.00	0.00	0.00	0.00	-92,914.00
Report Surplus (Deficit):	**92,914.00**	**92,914.00**	**0.00**	**0.00**	**0.00**	**-92,914.00**

New Mexico Finance Authority

Loans by Client

As of 5/8/2026

Client Id	Client	Loan Number	Loan Closing Date	Original Loan Amount	Drawn	Remaining	Principal Balance
151743	Truth or Consequences, City of	CIF-3364	1/8/2016 12:00:00 AM	$75,000.00	$75,000.00	$0.00	$38,661.00
		CIF-3171	3/6/2015 12:00:00 AM	$75,000.00	$75,000.00	$0.00	$34,615.00
		WPF-892	3/21/2014 12:00:00 AM	$64,000.00	$64,000.00	$0.00	$26,741.00
		WPF-829	1/20/2012 12:00:00 AM	$256,000.00	$256,000.00	$0.00	$78,145.00
	TorC 2 Paid Off	DW-442	10/31/2001 12:00:00 AM	$1,841,089.00	$1,841,089.00	$0.00	$0.00
		PPRF-2613	8/17/2012 12:00:00 AM	$165,741.00	$165,741.00	$0.00	$49,723.00
		PPRF-2737	8/17/2012 12:00:00 AM	$1,424,865.00	$1,424,865.00	$0.00	$556,787.00
	TorC 6 Refinanced PPRF-4967	PPRF-1704	9/20/2004 12:00:00 AM	$1,625,693.00	$1,625,693.00	$0.00	$0.00
		PPRF-1850	4/14/2006 12:00:00 AM	$265,152.00	$265,152.00	$0.00	($15,577.84)
		DW-4794A	6/28/2019 12:00:00 AM	$20,511.77	$0.00	($13.23)	$0.00
		DW-4794B	6/28/2019 12:00:00 AM	$600,000.00	$600,000.00	$0.00	$569,126.00
		PPRF-4895	5/17/2019 12:00:00 AM	$103,833.00	$103,833.00	$0.00	$0.00
		PPRF-4968C	8/30/2019 12:00:00 AM	$228,432.00	$228,432.00	$0.00	$190,988.00
		PPRF-4967	8/2/2019 12:00:00 AM	$500,318.00	$500,318.00	$0.00	$0.00
		PPRF-4968B	8/30/2019 12:00:00 AM	$888,657.00	$888,657.00	$0.00	$169,573.00
		CIF-4927	9/20/2019 12:00:00 AM	$8,923.23	$8,923.23	$0.00	$7,107.23
		WPF-5089	10/30/2020 12:00:00 AM	$252,433.37	$252,433.37	$0.00	$213,616.58
		CIF-5192	1/22/2021 12:00:00 AM	$100,000.00	$98,880.66	$1,119.34	$83,880.66
	TorC 13 Refinanced PPRF-4968	PPRF-2246	1/23/2009 12:00:00 AM	$2,958,802.00	$2,958,802.00	$0.00	$0.00
	TorC 15 Refinanced PPRF-5198	PPRF-2367	11/20/2009 12:00:00 AM	$2,046,949.00	$2,046,949.00	$0.00	$0.00
		PPRF-2908	6/21/2013 12:00:00 AM	$228,113.00	$228,113.00	$0.00	$0.00
		PPRF-5198	9/18/2020 12:00:00 AM	$1,124,189.00	$1,124,189.00	$0.00	$474,411.00
		PPRF-4968A	8/30/2019 12:00:00 AM	$1,358,710.00	$1,358,710.00	$0.00	$441,233.00
		PPRF-5652A	7/22/2022 12:00:00 AM	$1,170,907.00	$1,170,907.00	$0.00	$691,447.00
		PPRF-6072B	6/30/2023 12:00:00 AM	$79,000.00	$79,000.00	$0.00	$79,000.00
	First PMT FY 23/24	CIF-5550	3/18/2022 12:00:00 AM	$50,000.00	$50,000.00	$0.00	$45,000.00
		CIF-6441	12/20/2024 12:00:00 AM	$440,000.00	$0.00	$343,815.71	$96,184.29
		CIF-6442	12/20/2024 12:00:00 AM	$30,540.00	$0.00	$30,540.00	$0.00
		PPRF-6072A	6/30/2023 12:00:00 AM	$711,000.00	$711,000.00	$0.00	$421,000.00
		PPRF-5652B	7/22/2022 12:00:00 AM	$150,000.00	$150,000.00	$0.00	$150,000.00
		PPRF-6467A	7/19/2024 12:00:00 AM	$711,000.00	$711,000.00	$0.00	$501,000.00
		PPRF-6467B	7/19/2024 12:00:00 AM	$79,000.00	$79,000.00	$0.00	$79,000.00
		WPF-6323	2/7/2025 12:00:00 AM	$1,600,000.00	$6,204.12	$1,593,795.88	$6,204.12
	First PMT FY 23/24	WPF-5442	1/21/2022 12:00:00 AM	$300,000.00	$246,512.10	$0.00	$216,362.25
	NEW - Currently in Construct	**CIF-6738**	**10/24/2025 12:00:00 AM**	**$19,100.00**	**$0.00**	**$19,100.00**	**$0.00**
	NEW LOAN	**PPRF-6967A**	**2/6/2026 12:00:00 AM**	**$711,000.00**	**$711,000.00**	**$0.00**	**$711,000.00**
	NEW LOAN	**PPRF-6967B**	**2/6/2026 12:00:00 AM**	**$79,000.00**	**$79,000.00**	**$0.00**	**$79,000.00**
	NEW LOAN	**PPRF-6997A**	**4/24/2026 12:00:00 AM**	**$50,000.00**	**$50,000.00**	**$0.00**	**$50,000.00**
	NEW LOAN	**PPRF-6997B**	**4/24/2026 12:00:00 AM**	**$150,000.00**	**$150,000.00**	**$0.00**	**$150,000.00**
	NEW LOAN	**WPF-6621**	**1/16/2026 12:00:00 AM**	**$809,000.00**	**$0.00**	**$809,000.00**	**$0.00**
	Client Total			**$22,263,958.37**	**$19,394,403.48**	**$1,988,357.70**	**$6,194,227.29**
				$13,061,325.37	**$10,921,870.48**	**$1,969,257.70**	**$5,204,227.29**

Truth or Consequences

My Budget Report

Account Summary

For Fiscal: 2026-2027 Period Ending: 05/31/2027

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - General								
Department: 1099 - General Fund Revenues								
Revenue								
101-1099-39935	TRANSFER IN	3,832,374.00	3,832,374.00	0.00	0.00	0.00	-3,832,374.00	0.00 %

Budget Detail

Description	Units	Price	Amount
280-Cannabis Administrative Fees	0.00	0.00	-65,000.00
304-A22G2019-G614 walk-in freezer/refrigerator	0.00	0.00	-36,710.00
304-A24-I5393 SJOA Vehicle Purchase Grant	0.00	0.00	-89,987.00
304-A25J2035 SC-TorC-COGA Grant walkin frzer/refig	0.00	0.00	-26,000.00
305- 23-H3214 Animal Shelter Kennel Expansion	0.00	0.00	-445,500.00
305-Animal Shelter Grant Appropriation 25-J3166	0.00	0.00	-495,000.00
312-NM DOT FY26 GRANT TCS-26-01	0.00	0.00	-9,809.00
314-22-C-NR-I-01-G-01 CDBG WTR Meter Replace	0.00	0.00	-780,091.00
380-PD APPROPRIATION GRANT 25-J3167	0.00	0.00	-356,400.00
503-ELEC AUDIT	0.00	0.00	-10,000.00
503-Elec-Administrative Fee	0.00	0.00	-88,075.00
503-Elec-Insurance	0.00	0.00	-71,700.00
503-Elec-Utilities	0.00	0.00	-90,700.00
504-Water-Administrative Fee	0.00	0.00	-17,334.00
504-Water-Insurance	0.00	0.00	-71,700.00
504-Water-Utilities	0.00	0.00	-208,100.00
504-WTR AUDIT	0.00	0.00	-10,000.00
505-SW AUDIT	0.00	0.00	-10,000.00
505-SW-Administrative Fee	0.00	0.00	-27,941.00
505-SW-Insurance	0.00	0.00	-71,700.00
505-SW-Utilities	0.00	0.00	-548,005.00
506-WW AUDIT	0.00	0.00	-10,000.00
506-WW-Administrative Fee	0.00	0.00	-14,357.00
506-WW-Insurance	0.00	0.00	-71,700.00
506-WW-Utilities	0.00	0.00	-206,565.00

Revenue Total:	**3,832,374.00**	**3,832,374.00**	**0.00**	**0.00**	**0.00**	**-3,832,374.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
101-1099-49930	TRANSFER OUT	3,635,915.00	3,635,915.00	0.00	0.00	0.00	3,635,915.00	0.00 %

Budget Detail

Description	Units	Price	Amount
216- GENERAL FUND SUPPORT	0.00	0.00	300,000.00
295 Municipal Pool Deficit Coverage	0.00	0.00	200,000.00
303 Veterans Wall General Fund Support	0.00	0.00	3,500.00
304-A22G2019-G614 walk-in freezer/refrigerator	0.00	0.00	36,710.00
304-A24-I5393 SJOA Vehicle Purchase Grant	0.00	0.00	89,987.00
304-A25J2035 SC-TorC-COGA Grant walkin frzer/refig	0.00	0.00	26,000.00
305- 23-H3214 Animal Shelter Kennel Expansion	0.00	0.00	445,500.00
305- 23-H3214 Animal Shelter Kennel Expansion	0.00	0.00	30,000.00
305-Animal Shelter Grant Appropriation 25-J3166	0.00	0.00	495,000.00
312-NM DOT FY26 GRANT TCS-26-01	0.00	0.00	9,809.00
314-22-C-NR-I-01-G-01 CDBG WTR Meter Replace	0.00	0.00	780,091.00
314-22-C-NR-I-06-G-103 CDBG Comp Plan	0.00	0.00	2,918.00
380-PD APPROPRIATION GRANT 25-J3167	0.00	0.00	356,400.00
508 Golf Course Deficit Coverage	0.00	0.00	275,000.00
509 Municipal Airport Deficit Coverage	0.00	0.00	285,000.00
600 Fleet Services General Fund Support	0.00	0.00	300,000.00

Expense Total:	**3,635,915.00**	**3,635,915.00**	**0.00**	**0.00**	**0.00**	**3,635,915.00**	**0.00%**
Department: 1099 - General Fund Revenues Surplus (Deficit):	**196,459.00**	**196,459.00**	**0.00**	**0.00**	**0.00**	**-196,459.00**	**0.00%**
Fund: 101 - General Surplus (Deficit):	**196,459.00**	**196,459.00**	**0.00**	**0.00**	**0.00**	**-196,459.00**	**0.00%**

Fund: 201 - Corrections

Department: 1903 - Corrections

Revenue								
201-1903-39935	TRANSFER-IN	75,000.00	75,000.00	0.00	0.00	0.00	-75,000.00	0.00 %

Budget Detail

Description	Units	Price	Amount
296- PD Gross Receipt Tax-Care of Prisoners (Sier	0.00	0.00	-45,000.00
296- PD Gross Receipt Tax-Profl Serv. (SVH)	0.00	0.00	-30,000.00

Revenue Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**-75,000.00**	**0.00%**
Department: 1903 - Corrections Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**-75,000.00**	**0.00%**
Fund: 201 - Corrections Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**-75,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 216 - Muni Street								
Department: 4503 - Muni Street								
Revenue								
216-4503-39935	TRANSFER IN	8,390,000.00	8,390,000.00	0.00	0.00	0.00	-8,390,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-GENERAL FUND SUPPORT		0.00	0.00	-300,000.00				
370-WTP-CANTRELL DAM WTP-6621		0.00	0.00	-8,090,000.00				
	Revenue Total:	**8,390,000.00**	**8,390,000.00**	**0.00**	**0.00**	**0.00**	**-8,390,000.00**	**0.00%**
Expense								
216-4503-49930	TRANSFER OUT	8,994,453.00	8,994,453.00	0.00	0.00	0.00	8,994,453.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
370-WTP-CANTRELL DAM WTP-6621		0.00	0.00	8,899,000.00				
403-Debt-Debt Pymt. NMFA CIF-5192		0.00	0.00	5,000.00				
403-Debt-Debt Pymt. NMFA WPF-5442		0.00	0.00	15,453.00				
600 - Service Center Cash Support		0.00	0.00	75,000.00				
	Expense Total:	**8,994,453.00**	**8,994,453.00**	**0.00**	**0.00**	**0.00**	**8,994,453.00**	**0.00%**
	Department: 4503 - Muni Street Surplus (Deficit):	**-604,453.00**	**-604,453.00**	**0.00**	**0.00**	**0.00**	**604,453.00**	**0.00%**
	Fund: 216 - Muni Street Surplus (Deficit):	**-604,453.00**	**-604,453.00**	**0.00**	**0.00**	**0.00**	**604,453.00**	**0.00%**
Fund: 280 - CANNABIS REGULATION ACT								
Department: 2803 - CANNABIS REGULATION ACT								
Expense								
280-2803-49930	Transfer Out	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101- General-Administrative Fees		0.00	0.00	65,000.00				
	Expense Total:	**65,000.00**	**65,000.00**	**0.00**	**0.00**	**0.00**	**65,000.00**	**0.00%**
	Department: 2803 - CANNABIS REGULATION ACT Total:	**65,000.00**	**65,000.00**	**0.00**	**0.00**	**0.00**	**65,000.00**	**0.00%**
	Fund: 280 - CANNABIS REGULATION ACT Total:	**65,000.00**	**65,000.00**	**0.00**	**0.00**	**0.00**	**65,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 295 - Muni Pool								
Department: 4803 - Muni Pool								
Revenue								
295-4803-39935	TRANSFER IN	200,000.00	200,000.00	0.00	0.00	0.00	-200,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101- General-General Fund Support		0.00	0.00	-200,000.00				
	Revenue Total:	**200,000.00**	**200,000.00**	**0.00**	**0.00**	**0.00**	**-200,000.00**	**0.00%**
	Department: 4803 - Muni Pool Total:	**200,000.00**	**200,000.00**	**0.00**	**0.00**	**0.00**	**-200,000.00**	**0.00%**
	Fund: 295 - Muni Pool Total:	**200,000.00**	**200,000.00**	**0.00**	**0.00**	**0.00**	**-200,000.00**	**0.00%**
Fund: 296 - PD GRT								
Department: 2403 - PD GRT								
Expense								
296-2403-49930	TRANSFER OUT	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
201- Correction-Care of Prisoners -Sierra County		0.00	0.00	45,000.00				
201- Correction-Profl Serv. (SVH)		0.00	0.00	30,000.00				
	Expense Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**75,000.00**	**0.00%**
	Department: 2403 - PD GRT Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**75,000.00**	**0.00%**
	Fund: 296 - PD GRT Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**75,000.00**	**0.00%**
Fund: 303 - Vet Wall								
Department: 4703 - Vet Wall								
Revenue								
303-4703-39935	TRANSFER IN	3,500.00	3,500.00	0.00	0.00	0.00	-3,500.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101- General Fund-General Fund Support		0.00	0.00	-3,500.00				
	Revenue Total:	**3,500.00**	**3,500.00**	**0.00**	**0.00**	**0.00**	**-3,500.00**	**0.00%**
	Department: 4703 - Vet Wall Total:	**3,500.00**	**3,500.00**	**0.00**	**0.00**	**0.00**	**-3,500.00**	**0.00%**
	Fund: 303 - Vet Wall Total:	**3,500.00**	**3,500.00**	**0.00**	**0.00**	**0.00**	**-3,500.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 304 - Senior Grants								
Department: 7065 - SJOA A25J2035 WALK IN								
Revenue								
304-7065-39935	Transfer In	26,000.00	26,000.00	0.00	0.00	0.00	-26,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-A25J2035 SC-TorC-COGA Grant walkin frzer/refig		0.00	0.00	-26,000.00				
	Revenue Total:	**26,000.00**	**26,000.00**	**0.00**	**0.00**	**0.00**	**-26,000.00**	**0.00%**
Expense								
304-7065-49930	Transfer Out	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-A25J2035 SC-TorC-COGA Grant walkin frzer/refig		0.00	0.00	26,000.00				
	Expense Total:	**26,000.00**	**26,000.00**	**0.00**	**0.00**	**0.00**	**26,000.00**	**0.00%**
	Department: 7065 - SJOA A25J2035 WALK IN Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7071 - SJOA A22G2019-G614								
Revenue								
304-7071-39935	Transfer In	36,710.00	36,710.00	0.00	0.00	0.00	-36,710.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-A22G2019-G614 walk-in freezer/refrigerator		0.00	0.00	-36,710.00				
	Revenue Total:	**36,710.00**	**36,710.00**	**0.00**	**0.00**	**0.00**	**-36,710.00**	**0.00%**
Expense								
304-7071-49930	Transfer Out	36,710.00	36,710.00	0.00	0.00	0.00	36,710.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-A22G2019-G614 walk-in freezer/refrigerator		0.00	0.00	36,710.00				
	Expense Total:	**36,710.00**	**36,710.00**	**0.00**	**0.00**	**0.00**	**36,710.00**	**0.00%**
	Department: 7071 - SJOA A22G2019-G614 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7072 - SJOA VEHICLE A24-I5393								
Revenue								
304-7072-39935	A24-I5393 SJOA Vehicle Purchase Grant-Transfer In	89,987.00	89,987.00	0.00	0.00	0.00	-89,987.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-A24-I5393 SJOA Vehicle Purchase Grant		0.00	0.00	-89,987.00				
	Revenue Total:	**89,987.00**	**89,987.00**	**0.00**	**0.00**	**0.00**	**-89,987.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
304-7072-49930	A24-I5393 SJOA Vehicle Purchase Grant-Transfer Out	89,987.00	89,987.00	0.00	0.00	0.00	89,987.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
101-A24-I5393 SJOA Vehicle Purchase Gran		0.00	0.00	89,987.00				
	Expense Total:	**89,987.00**	**89,987.00**	**0.00**	**0.00**	**0.00**	**89,987.00**	**0.00%**
	Department: 7072 - SJOA VEHICLE A24-I5393 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 304 - Senior Grants Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 305 - CI Gen								
Department: 7029 - ANIMAL SHELTER GRANT 23-H3214								
Revenue								
305-7029-39935	Transfer In	475,500.00	475,500.00	0.00	0.00	0.00	-475,500.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
101- 23-H3214 Animal Shelter Kennel Expansion		0.00	0.00	-445,500.00				
101- 23-H3214 Animal Shelter Kennel Expansion		0.00	0.00	-30,000.00				
	Revenue Total:	**475,500.00**	**475,500.00**	**0.00**	**0.00**	**0.00**	**-475,500.00**	**0.00%**
Expense								
305-7029-49930	Transfer Out	445,500.00	445,500.00	0.00	0.00	0.00	445,500.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
101- 23-H3214 Animal Shelter Kennel Expansion		0.00	0.00	445,500.00				
	Expense Total:	**445,500.00**	**445,500.00**	**0.00**	**0.00**	**0.00**	**445,500.00**	**0.00%**
	Department: 7029 - ANIMAL SHELTER GRANT 23-H3214 Surplus (Deficit):	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**0.00**	**-30,000.00**	**0.00%**
Department: 7062 - Animal Shelter Grant Appropriation 25-J3166								
Revenue								
305-7062-39935	Transfer In	495,000.00	495,000.00	0.00	0.00	0.00	-495,000.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
101-Animal Shelter Grant Appropriation 25-J3166		0.00	0.00	-495,000.00				
	Revenue Total:	**495,000.00**	**495,000.00**	**0.00**	**0.00**	**0.00**	**-495,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
305-7062-49930	Transfer Out	495,000.00	495,000.00	0.00	0.00	0.00	495,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-Animal Shelter Grant Appropriation 25-J3166		0.00	0.00	495,000.00				
	Expense Total:	**495,000.00**	**495,000.00**	**0.00**	**0.00**	**0.00**	**495,000.00**	**0.00%**
	Department: 7062 - Animal Shelter Grant Appropriation 25-J3166 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 305 - CI Gen Surplus (Deficit):	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**0.00**	**-30,000.00**	**0.00%**
Fund: 312 - R&R Airport								
Department: 7066 - NM DOT FY26 GRANT TCS-26-01								
Revenue								
312-7066-39935	Transfer In-NM DOT FY26 GRANT TCS-26-01	9,809.00	9,809.00	0.00	0.00	0.00	-9,809.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-NM DOT FY26 GRANT TCS-26-01		0.00	0.00	-9,809.00				
	Revenue Total:	**9,809.00**	**9,809.00**	**0.00**	**0.00**	**0.00**	**-9,809.00**	**0.00%**
Expense								
312-7066-49930	Transfer Out -NM DOT FY26 GRANT TCS-26-01	9,809.00	9,809.00	0.00	0.00	0.00	9,809.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-NM DOT FY26 GRANT TCS-26-01		0.00	0.00	9,809.00				
	Expense Total:	**9,809.00**	**9,809.00**	**0.00**	**0.00**	**0.00**	**9,809.00**	**0.00%**
	Department: 7066 - NM DOT FY26 GRANT TCS-26-01 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 312 - R&R Airport Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 314 - CDBG								
Department: 7030 - CDBG Comprehensive Plan								
Revenue								
314-7030-39935	Transfer In	2,918.00	2,918.00	0.00	0.00	0.00	-2,918.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-22-C-NR-I-06-G-103 CDBG Comp Plan		0.00	0.00	-2,918.00				
	Revenue Total:	**2,918.00**	**2,918.00**	**0.00**	**0.00**	**0.00**	**-2,918.00**	**0.00%**
	Department: 7030 - CDBG Comprehensive Plan Total:	**2,918.00**	**2,918.00**	**0.00**	**0.00**	**0.00**	**-2,918.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 8603 - CDBG								
Revenue								
314-8603-39935	TRANSFER IN	780,091.00	780,091.00	0.00	0.00	0.00	-780,091.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-22-C-NR-I-01-G-01 CDBG WTR Meter Replace		0.00	0.00	-780,091.00				
	Revenue Total:	**780,091.00**	**780,091.00**	**0.00**	**0.00**	**0.00**	**-780,091.00**	**0.00%**
Expense								
314-8603-49930	TRANSFER OUT	780,091.00	780,091.00	0.00	0.00	0.00	780,091.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101-22-C-NR-I-01-G-01 CDBG WTR Meter Replace		0.00	0.00	780,091.00				
	Expense Total:	**780,091.00**	**780,091.00**	**0.00**	**0.00**	**0.00**	**780,091.00**	**0.00%**
	Department: 8603 - CDBG Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 314 - CDBG Surplus (Deficit):	**2,918.00**	**2,918.00**	**0.00**	**0.00**	**0.00**	**-2,918.00**	**0.00%**
Fund: 315 - CI Reserve								
Department: 9003 - CI Reserve								
Revenue								
315-9003-39935	TRANSFER IN	25,631,425.00	25,631,425.00	0.00	0.00	0.00	-25,631,425.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
360-CIF-6738 WW Collection System PER		0.00	0.00	-210,100.00				
360-NMFA CIF-6441 WTRLINE REPLACEMENT		0.00	0.00	-4,400,000.00				
360-NMFA CIF-6442 WW BAR SCREEN REPLACEMENT		0.00	0.00	-305,400.00				
360-WPF-6323 D&C WTRLINE REPLACEMENT		0.00	0.00	-16,000,000.0				
380-SAP 24-12460-GF-WTR SYSTEM		0.00	0.00	-4,400,000.00				
503-Electric-Per City Code 14-35 b		0.00	0.00	-183,395.00				
504-Water-Per City Code 14-35 b		0.00	0.00	-41,225.00				
505-SW-Per City Code 14-35 b		0.00	0.00	-59,970.00				
506-WW-Per City Code 14-35 b		0.00	0.00	-31,335.00				
	Revenue Total:	**25,631,425.00**	**25,631,425.00**	**0.00**	**0.00**	**0.00**	**-25,631,425.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
315-9003-49930	TRANSFER OUT	27,731,658.00	27,731,658.00	0.00	0.00	0.00	27,731,658.00	0.00 %

Budget Detail

Description	Units	Price	Amount
360-CIF-6738 WW Collection System PER	0.00	0.00	210,100.00
360-NMFA CIF-6441 WTRLINE REPLACEMENT	0.00	0.00	4,840,000.00
360-NMFA CIF-6442 WW BAR SCREEN REPLACEMENT	0.00	0.00	335,940.00
360-WPF-6323 D&C WTRLINE REPLACEMENT	0.00	0.00	17,600,000.0
380-SAP 24-12460-GF-WTR SYSTEM	0.00	0.00	4,400,000.00
403-Debt-Debt Pymt. PPRF-6072 GO Bond 2023	0.00	0.00	40,233.00
403-Debt-Debt Pymt. PPRF-6467 GO Bond 2024	0.00	0.00	46,545.00
403-PPRF-6967 GO BOND 2026	0.00	0.00	258,840.00

Expense Total:	**27,731,658.00**	**27,731,658.00**	**0.00**	**0.00**	**0.00**	**27,731,658.00**	**0.00%**
Department: 9003 - CI Reserve Surplus (Deficit):	**-2,100,233.00**	**-2,100,233.00**	**0.00**	**0.00**	**0.00**	**2,100,233.00**	**0.00%**
Fund: 315 - CI Reserve Surplus (Deficit):	**-2,100,233.00**	**-2,100,233.00**	**0.00**	**0.00**	**0.00**	**2,100,233.00**	**0.00%**

Fund: 316 - Emergency Reserve

Department: 9103 - Emergency Reserve Jt Util

Revenue								
316-9103-39935	TRANSFER IN	12,500.00	12,500.00	0.00	0.00	0.00	-12,500.00	0.00 %

Budget Detail

Description	Units	Price	Amount
503-Elec-Per City Code 14-35 c	0.00	0.00	-3,125.00
504-Water-Per City Code 14-35 c	0.00	0.00	-3,125.00
505-SW-Per City Code 14-35 c	0.00	0.00	-3,125.00
506-WW-Per City Code 14-35 c	0.00	0.00	-3,125.00

Revenue Total:	**12,500.00**	**12,500.00**	**0.00**	**0.00**	**0.00**	**-12,500.00**	**0.00%**
Department: 9103 - Emergency Reserve Jt Util Total:	**12,500.00**	**12,500.00**	**0.00**	**0.00**	**0.00**	**-12,500.00**	**0.00%**
Fund: 316 - Emergency Reserve Total:	**12,500.00**	**12,500.00**	**0.00**	**0.00**	**0.00**	**-12,500.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 317 - WW Reserve								
Department: 9203 - WW Reserve								
Revenue								
317-9203-39935	TRANSFER IN	24,375.00	24,375.00	0.00	0.00	0.00	-24,375.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
506-WW-Per City Code 14-35 d		0.00	0.00	-24,375.00				
	Revenue Total:	**24,375.00**	**24,375.00**	**0.00**	**0.00**	**0.00**	**-24,375.00**	**0.00%**
	Department: 9203 - WW Reserve Total:	**24,375.00**	**24,375.00**	**0.00**	**0.00**	**0.00**	**-24,375.00**	**0.00%**
	Fund: 317 - WW Reserve Total:	**24,375.00**	**24,375.00**	**0.00**	**0.00**	**0.00**	**-24,375.00**	**0.00%**
Fund: 318 - Elec Const Reserve								
Department: 9303 - Elec Const Reserve								
Revenue								
318-9303-39935	TRANSFER IN	10,000.00	10,000.00	0.00	0.00	0.00	-10,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
503-Elec-Per City Code 14-35 e		0.00	0.00	-10,000.00				
	Revenue Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**0.00**	**-10,000.00**	**0.00%**
	Department: 9303 - Elec Const Reserve Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**0.00**	**-10,000.00**	**0.00%**
	Fund: 318 - Elec Const Reserve Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**0.00**	**-10,000.00**	**0.00%**
Fund: 360 - NMFA PROJECTS								
Department: 7044 - NMFA CIF-6441 WATERLINE REPLACEMENT								
Revenue								
360-7044-39935	Transfer In	4,840,000.00	4,840,000.00	0.00	0.00	0.00	-4,840,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
315-NMFA CIF-6441 WTRLINE REPLACEMENT		0.00	0.00	-4,840,000.00				
	Revenue Total:	**4,840,000.00**	**4,840,000.00**	**0.00**	**0.00**	**0.00**	**-4,840,000.00**	**0.00%**
Expense								
360-7044-49930	Transfer Out	4,400,000.00	4,400,000.00	0.00	0.00	0.00	4,400,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
315-NMFA CIF-6441 WTRLINE REPLACEMENT		0.00	0.00	4,400,000.00				
	Expense Total:	**4,400,000.00**	**4,400,000.00**	**0.00**	**0.00**	**0.00**	**4,400,000.00**	**0.00%**
	Department: 7044 - NMFA CIF-6441 WATERLINE REPLACEMENT Surplus (Deficit):	**440,000.00**	**440,000.00**	**0.00**	**0.00**	**0.00**	**-440,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 7045 - NMFA CIF-6442 WW BAR SCREEN REPLACEMENT								
Revenue								
360-7045-39935	Transfer In	335,940.00	335,940.00	0.00	0.00	0.00	-335,940.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
315-NMFA CIF-6442 WW BAR SCREEN REPLACEMENT		0.00	0.00	-335,940.00				
	Revenue Total:	**335,940.00**	**335,940.00**	**0.00**	**0.00**	**0.00**	**-335,940.00**	**0.00%**
Expense								
360-7045-49930	Transfer Out	305,400.00	305,400.00	0.00	0.00	0.00	305,400.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
315-NMFA CIF-6442 WW BAR SCREEN REPLACEMENT		0.00	0.00	305,400.00				
	Expense Total:	**305,400.00**	**305,400.00**	**0.00**	**0.00**	**0.00**	**305,400.00**	**0.00%**
	Department: 7045 - NMFA CIF-6442 WW BAR SCREEN REPLACEMENT Surplus (Deficit):	**30,540.00**	**30,540.00**	**0.00**	**0.00**	**0.00**	**-30,540.00**	**0.00%**
Department: 7048 - WPF-6323 D&C WTRLINE REPLACEMENT								
Revenue								
360-7048-39935	Transfer In WPF-6323 DESIGN & CONSTRUCTION	17,600,000.00	17,600,000.00	0.00	0.00	0.00	-17,600,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
315-WPF-6323 D&C WTRLINE REPLACEMENT		0.00	0.00	-17,600,000.0				
	Revenue Total:	**17,600,000.00**	**17,600,000.00**	**0.00**	**0.00**	**0.00**	**-17,600,000.00**	**0.00%**
Expense								
360-7048-49930	Transfer Out WPF-6323 DESIGN & CONSTRUCTION	16,000,000.00	16,000,000.00	0.00	0.00	0.00	16,000,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
315-WPF-6323 D&C WTRLINE REPLACEMENT		0.00	0.00	16,000,000.0				
	Expense Total:	**16,000,000.00**	**16,000,000.00**	**0.00**	**0.00**	**0.00**	**16,000,000.00**	**0.00%**
	Department: 7048 - WPF-6323 D&C WTRLINE REPLACEMENT Surplus (Deficit):	**1,600,000.00**	**1,600,000.00**	**0.00**	**0.00**	**0.00**	**-1,600,000.00**	**0.00%**
Department: 7061 - CIF-6738 WasteWater Collection System PER								
Revenue								
360-7061-39935	CIF-6738 WW Collection System PER -Transfer In	210,100.00	210,100.00	0.00	0.00	0.00	-210,100.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
315-CIF-6738 WW Collection System PER		0.00	0.00	-210,100.00				
	Revenue Total:	**210,100.00**	**210,100.00**	**0.00**	**0.00**	**0.00**	**-210,100.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
360-7061-49930	Transfer Out-CIF-6738 WW Collection System PER	210,100.00	210,100.00	0.00	0.00	0.00	210,100.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
315-CIF-6738 WW Collection System PER		0.00	0.00	210,100.00				
	Expense Total:	**210,100.00**	**210,100.00**	**0.00**	**0.00**	**0.00**	**210,100.00**	**0.00%**
	Department: 7061 - CIF-6738 WasteWater Collection System PER Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 360 - NMFA PROJECTS Surplus (Deficit):	**2,070,540.00**	**2,070,540.00**	**0.00**	**0.00**	**0.00**	**-2,070,540.00**	**0.00%**
Fund: 370 - WATER TRUST BOARD PROJECTS								
Department: 7070 - WTP-CANTRELL WTP-6621								
Revenue								
370-7070-39935	CANTRELL DAM WTP-6621-Transfer In	8,899,000.00	8,899,000.00	0.00	0.00	0.00	-8,899,000.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
216-WTP-CANTRELL DAM WTP-6621		0.00	0.00	-8,899,000.00				
	Revenue Total:	**8,899,000.00**	**8,899,000.00**	**0.00**	**0.00**	**0.00**	**-8,899,000.00**	**0.00%**
Expense								
370-7070-49930	Transfer Out	8,090,000.00	8,090,000.00	0.00	0.00	0.00	8,090,000.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
216-WTP-CANTRELL DAM WTP-6621		0.00	0.00	8,090,000.00				
	Expense Total:	**8,090,000.00**	**8,090,000.00**	**0.00**	**0.00**	**0.00**	**8,090,000.00**	**0.00%**
	Department: 7070 - WTP-CANTRELL WTP-6621 Surplus (Deficit):	**809,000.00**	**809,000.00**	**0.00**	**0.00**	**0.00**	**-809,000.00**	**0.00%**
	Fund: 370 - WATER TRUST BOARD PROJECTS Surplus (Deficit):	**809,000.00**	**809,000.00**	**0.00**	**0.00**	**0.00**	**-809,000.00**	**0.00%**
Fund: 380 - OTHER STATE FUNDED PROJECTS								
Department: 7034 - SAP 24-12460-GF-WTR SYSTEM								
Revenue								
380-7034-39935	Transfer In	4,400,000.00	4,400,000.00	0.00	0.00	0.00	-4,400,000.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
315-SAP 24-12460-GF-WTR SYSTEM		0.00	0.00	-4,400,000.00				
	Revenue Total:	**4,400,000.00**	**4,400,000.00**	**0.00**	**0.00**	**0.00**	**-4,400,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
380-7034-49930	Transfer Out	4,400,000.00	4,400,000.00	0.00	0.00	0.00	4,400,000.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
315-SAP 24-12460-GF-WTR SYSTEM		0.00	0.00	4,400,000.00				
	Expense Total:	**4,400,000.00**	**4,400,000.00**	**0.00**	**0.00**	**0.00**	**4,400,000.00**	**0.00%**
	Department: 7034 - SAP 24-12460-GF-WTR SYSTEM Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7058 - NMDOT C0245002 - 2025 Elec Vehicle Infra Grant								
Revenue								
380-7058-39935	Transfer In-NMDOT C0245002-2025 ELE VEHICLE INFRA	641,341.00	641,341.00	0.00	0.00	0.00	-641,341.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
503-NMDOT C0245002-2025 ELE VEHICLE INFRA		0.00	0.00	-641,341.00				
	Revenue Total:	**641,341.00**	**641,341.00**	**0.00**	**0.00**	**0.00**	**-641,341.00**	**0.00%**
Expense								
380-7058-49930	Transfer Out-NMDOT C0245002-2025 ELE VEHICLE INFRA	641,341.00	641,341.00	0.00	0.00	0.00	641,341.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
503-NMDOT C0245002-2025 ELE VEHICLE INFRA		0.00	0.00	641,341.00				
	Expense Total:	**641,341.00**	**641,341.00**	**0.00**	**0.00**	**0.00**	**641,341.00**	**0.00%**
	Department: 7058 - NMDOT C0245002 - 2025 Elec Vehicle Infra Grant Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7063 - PD APPROPRIATION GRANT 25-J3167								
Revenue								
380-7063-39935	Transfer In	356,400.00	356,400.00	0.00	0.00	0.00	-356,400.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
101-PD APPROPRIATION GRANT 25-J3167		0.00	0.00	-356,400.00				
	Revenue Total:	**356,400.00**	**356,400.00**	**0.00**	**0.00**	**0.00**	**-356,400.00**	**0.00%**
Expense								
380-7063-49930	Transfer Out	356,400.00	356,400.00	0.00	0.00	0.00	356,400.00	0.00 %
Budget Detail								
Description		Units	Price	Amount				
101-PD APPROPRIATION GRANT 25-J3167		0.00	0.00	356,400.00				
	Expense Total:	**356,400.00**	**356,400.00**	**0.00**	**0.00**	**0.00**	**356,400.00**	**0.00%**
	Department: 7063 - PD APPROPRIATION GRANT 25-J3167 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 7064 - WW Treatment Plant Imprv Grant SAP 25-J2460-GF								
Revenue								
380-7064-39935	Transfer In	990,000.00	990,000.00	0.00	0.00	0.00	-990,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
506-WW Treat Plant Imprv Grant SAP 25-J2460-GF		0.00	0.00	-990,000.00				
	Revenue Total:	**990,000.00**	**990,000.00**	**0.00**	**0.00**	**0.00**	**-990,000.00**	**0.00%**
Expense								
380-7064-49930	Transfer Out	990,000.00	990,000.00	0.00	0.00	0.00	990,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
506-WW Treat Plant Imprv Grant SAP 25-J2460-GF		0.00	0.00	990,000.00				
	Expense Total:	**990,000.00**	**990,000.00**	**0.00**	**0.00**	**0.00**	**990,000.00**	**0.00%**
Department: 7064 - WW Treatment Plant Imprv Grant SAP 25-J2460-GF Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 380 - OTHER STATE FUNDED PROJECTS Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 403 - Pledge State DEBT SERVICE							
Department: 1203 - Pledge State							
Revenue							
403-1203-39935 TRANSFER IN	1,162,170.00	1,162,170.00	0.00	0.00	0.00	-1,162,170.00	0.00 %

Budget Detail

Description	Units	Price	Amount
216-Street--Debt Pymt. NMFA CIF-5192	0.00	0.00	-5,000.00
216-Street-Debt Pymt. NMFA WPF-5442	0.00	0.00	-15,453.00
315-CI Res-Debt Pymt. PPRF-6072 GO Bond 2023	0.00	0.00	-40,238.00
315-CI Res-Debt Pymt. PPRF-6467 GO Bond 2024	0.00	0.00	-46,545.00
315-PPRF-6967 GO BOND 2026	0.00	0.00	-258,840.00
503-Elec-Debt Pymt. NMFA PPRF-5652	0.00	0.00	-182,262.00
504-Water-Debt Payment NMFA CIF-4927	0.00	0.00	-458.00
504-Water-Debt Payment NMFA DW4794	0.00	0.00	-32,375.00
504-Water-Debt Payment NMFA TorC 17 WPF-829	0.00	0.00	-13,139.00
504-Water-Debt Payment NMFA TorC 18 PPRF-2613	0.00	0.00	-8,287.00
504-Water-Debt Payment NMFA TorC 19 PPRF-2737	0.00	0.00	-91,186.00
504-Water-Debt Payment NMFA TorC 22 WPF-892	0.00	0.00	-3,381.00
504-Water-Debt Pymt NMFA CIF-5550	0.00	0.00	-2,500.00
504-Water-Debt Pymt. NMFA CIF-6441	0.00	0.00	-22,664.00
504-Water-Debt Pymt. NMFA WPF-5089	0.00	0.00	-13,208.00
504-Water-Debt Pymt. USDA $5,487,000	0.00	0.00	-204,121.00
504-Water-Debt Pymt.NMFA WPF-6323	0.00	0.00	-82,116.00
504-Water-Int Pmt BOSW WTR Syst Improv - Interim	0.00	0.00	-60,000.00
506-WW-Debt Service NMFA TorC 24 CIF-3171	0.00	0.00	-3,846.00
506-WW-Debt Service NMFA TorC 27 CIF-3364	0.00	0.00	-3,866.00
506-WW-Debt Service USDA Loan $315,000	0.00	0.00	-11,773.00
506-WW-Debt Service USDA Loan $715,000	0.00	0.00	-24,454.00
506-WW-Debt Service USDA Loan $910,000	0.00	0.00	-34,920.00
506-WW-Debt Service-NMFA CIF-6442	0.00	0.00	-1,543.00

Revenue Total:	**1,162,170.00**	**1,162,170.00**	**0.00**	**0.00**	**0.00**	**-1,162,170.00**	**0.00%**
Department: 1203 - Pledge State Total:	**1,162,170.00**	**1,162,170.00**	**0.00**	**0.00**	**0.00**	**-1,162,170.00**	**0.00%**
Fund: 403 - Pledge State DEBT SERVICE Total:	**1,162,170.00**	**1,162,170.00**	**0.00**	**0.00**	**0.00**	**-1,162,170.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 502 - UTILITY OFFICE-UTILITY BILLING								
Department: 3601 - Util Office								
Revenue								
502-3601-39935	TRANSFER IN	400,000.00	400,000.00	0.00	0.00	0.00	-400,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
503-Elec-Administrative Fee		0.00	0.00	-100,000.00				
504-Water-Administrative Fee		0.00	0.00	-100,000.00				
505-SW-Administrative Fee		0.00	0.00	-100,000.00				
506-WW-Administrative Fee		0.00	0.00	-100,000.00				
Revenue Total:		**400,000.00**	**400,000.00**	**0.00**	**0.00**	**0.00**	**-400,000.00**	**0.00%**
Department: 3601 - Util Office Total:		**400,000.00**	**400,000.00**	**0.00**	**0.00**	**0.00**	**-400,000.00**	**0.00%**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING Total:		**400,000.00**	**400,000.00**	**0.00**	**0.00**	**0.00**	**-400,000.00**	**0.00%**
Fund: 503 - Electric								
Department: 3702 - Electric								
Revenue								
503-3702-39935	TRANSFER IN	641,341.00	641,341.00	0.00	0.00	0.00	-641,341.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
380-NMDOT C0245002-2025 ELE VEHICLE INFRA		0.00	0.00	-641,341.00				
Revenue Total:		**641,341.00**	**641,341.00**	**0.00**	**0.00**	**0.00**	**-641,341.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
503-3702-49930	TRANSFER OUT	1,505,598.00	1,505,598.00	0.00	0.00	0.00	1,505,598.00	0.00 %

Budget Detail

Description	Units	Price	Amount
101-General-Administrative Fee	0.00	0.00	88,075.00
101-GENERAL-AUDIT	0.00	0.00	10,000.00
101-General-Insurance	0.00	0.00	71,700.00
101-General-Utilities	0.00	0.00	90,700.00
315-CI Res-Per City Code 14-35 b	0.00	0.00	183,395.00
316-Emergency Res-Per City Code 14-35 c	0.00	0.00	3,125.00
318-Elec Res-Per City Code 14-35 e	0.00	0.00	10,000.00
380-NMDOT C0245002-2025 ELE VEHICLE INFRA	0.00	0.00	641,341.00
403-Debt-Debt Pymt. NMFA PPRF-5652	0.00	0.00	182,262.00
502-Util Office-Administrative Fee	0.00	0.00	100,000.00
600 - Service Center Cash Support	0.00	0.00	75,000.00
600-Service Center-Maint Fees	0.00	0.00	50,000.00

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense Total:	1,505,598.00	1,505,598.00	0.00	0.00	0.00	1,505,598.00	0.00%
Department: 3702 - Electric Surplus (Deficit):	-864,257.00	-864,257.00	0.00	0.00	0.00	864,257.00	0.00%
Fund: 503 - Electric Surplus (Deficit):	-864,257.00	-864,257.00	0.00	0.00	0.00	864,257.00	0.00%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 504 - Water								
Department: 3803 - Water								
Expense								
504-3803-49930	TRANSFER OUT	1,109,919.00	1,109,919.00	0.00	0.00	0.00	1,109,919.00	0.00 %

Budget Detail

Description	Units	Price	Amount
101-General-Administrative Fee	0.00	0.00	17,334.00
101-GENERAL-AUDIT	0.00	0.00	10,000.00
101-General-Insurance	0.00	0.00	71,700.00
101-General-Utilities	0.00	0.00	208,100.00
315-CI Res-Per City Code 14-35 b	0.00	0.00	41,225.00
316-Emergency Res-Per City Code 14-35 c	0.00	0.00	3,125.00
403-Debt-Debt Payment NMFA CIF-4927	0.00	0.00	458.00
403-Debt-Debt Payment NMFA DW4794	0.00	0.00	32,375.00
403-Debt-Debt Payment NMFA TorC 17 WPF-829	0.00	0.00	13,139.00
403-Debt-Debt Payment NMFA TorC 18 PPRF-2613	0.00	0.00	8,287.00
403-Debt-Debt Payment NMFA TorC 19 PPRF-2737	0.00	0.00	91,186.00
403-Debt-Debt Payment NMFA TorC 22 WPF-892	0.00	0.00	3,381.00
403-Debt-Debt Pymt NMFA CIF-5550	0.00	0.00	2,500.00
403-Debt-Debt Pymt. NMFA CIF-6441	0.00	0.00	22,664.00
403-Debt-Debt Pymt. NMFA WPF-5089	0.00	0.00	13,208.00
403-Debt-Debt Pymt. USDA $5,487,000	0.00	0.00	204,121.00
403-Debt-Debt Pymt.NMFA WPF-6323	0.00	0.00	82,116.00
403-Debt-Int Pmt BOSW WTR Syst Improv - Interim	0.00	0.00	60,000.00
502-Uility Office- Administrative Fee	0.00	0.00	100,000.00
600- Service Center Cash Support	0.00	0.00	75,000.00
600-Service Center-Maint Fee	0.00	0.00	50,000.00

Expense Total:	**1,109,919.00**	**1,109,919.00**	**0.00**	**0.00**	**0.00**	**1,109,919.00**	**0.00%**
Department: 3803 - Water Total:	**1,109,919.00**	**1,109,919.00**	**0.00**	**0.00**	**0.00**	**1,109,919.00**	**0.00%**
Fund: 504 - Water Total:	**1,109,919.00**	**1,109,919.00**	**0.00**	**0.00**	**0.00**	**1,109,919.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 505 - Solid Waste								
Department: 3904 - Solid Waste								
Expense								
505-3904-49930	TRANSFER OUT	945,741.00	945,741.00	0.00	0.00	0.00	945,741.00	0.00 %

Budget Detail

Description	Units	Price	Amount
101-General-Administrative Fee	0.00	0.00	27,941.00
101-GENERAL-AUDIT	0.00	0.00	10,000.00
101-General-Insurance	0.00	0.00	71,700.00
101-General-Utilities	0.00	0.00	548,005.00
315-CI Res-Per City Code 14-35 b	0.00	0.00	59,970.00
316-Emergency Res-Per City Code 14-35 c	0.00	0.00	3,125.00
502-Utility Office-Administrative Fee	0.00	0.00	100,000.00
600- Service Center Cash Support	0.00	0.00	75,000.00
600-Service Center-Maint	0.00	0.00	50,000.00

Expense Total:	**945,741.00**	**945,741.00**	**0.00**	**0.00**	**0.00**	**945,741.00**	**0.00%**
Department: 3904 - Solid Waste Total:	**945,741.00**	**945,741.00**	**0.00**	**0.00**	**0.00**	**945,741.00**	**0.00%**
Fund: 505 - Solid Waste Total:	**945,741.00**	**945,741.00**	**0.00**	**0.00**	**0.00**	**945,741.00**	**0.00%**

Fund: 506 - WWTP								
Department: 4005 - WWTP								
Revenue								
506-4005-39935	TRANSFER IN	990,000.00	990,000.00	0.00	0.00	0.00	-990,000.00	0.00 %

Budget Detail

Description	Units	Price	Amount
380-WW Treat Plant Imprv Grant SAP 25-J2460-GF	0.00	0.00	-990,000.00

Revenue Total:	**990,000.00**	**990,000.00**	**0.00**	**0.00**	**0.00**	**-990,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense								
506-4005-49930	TRANSFER OUT	1,656,859.00	1,656,859.00	0.00	0.00	0.00	1,656,859.00	0.00 %

Budget Detail

Description	Units	Price	Amount
101-General-Administrative Fee	0.00	0.00	14,357.00
101-GENERAL-AUDIT	0.00	0.00	10,000.00
101-General-Insurance	0.00	0.00	71,700.00
101-General-Utilities	0.00	0.00	206,565.00
315-CI Res-Per City Code 14-35 b	0.00	0.00	31,335.00
316-Emergency Res-Per City Code 14-35 c	0.00	0.00	3,125.00
317-WW Res-Per City Code 14-35 d	0.00	0.00	24,375.00
380-WW Treat Plant Imprv Grant SAP 25-J2460-GF	0.00	0.00	990,000.00
403-Debt-Debt Service NMFA TorC 24 CIF-3171	0.00	0.00	3,846.00
403-Debt-Debt Service NMFA TorC 27 CIF-3364	0.00	0.00	3,866.00
403-Debt-Debt Service USDA Loan $315,000	0.00	0.00	11,773.00
403-Debt-Debt Service USDA Loan $715,000	0.00	0.00	24,454.00
403-Debt-Debt Service USDA Loan $910,000	0.00	0.00	34,920.00
403-Debt-Debt Service-NMFA CIF-6442	0.00	0.00	1,543.00
502-Utility Office-Administrative Fee	0.00	0.00	100,000.00
600- Service Center Cash Support	0.00	0.00	75,000.00
600-Service Center-Maint Fee	0.00	0.00	50,000.00

Expense Total:	**1,656,859.00**	**1,656,859.00**	**0.00**	**0.00**	**0.00**	**1,656,859.00**	**0.00%**
Department: 4005 - WWTP Surplus (Deficit):	**-666,859.00**	**-666,859.00**	**0.00**	**0.00**	**0.00**	**666,859.00**	**0.00%**
Fund: 506 - WWTP Surplus (Deficit):	**-666,859.00**	**-666,859.00**	**0.00**	**0.00**	**0.00**	**666,859.00**	**0.00%**

Fund: 508 - Golf Course

Department: 4303 - Golf Course

Revenue								
508-4303-39935	TRANSFER IN	275,000.00	275,000.00	0.00	0.00	0.00	-275,000.00	0.00 %

Budget Detail

Description	Units	Price	Amount
101-General Fund-Deficit Coverage	0.00	0.00	-275,000.00

Revenue Total:	**275,000.00**	**275,000.00**	**0.00**	**0.00**	**0.00**	**-275,000.00**	**0.00%**
Department: 4303 - Golf Course Total:	**275,000.00**	**275,000.00**	**0.00**	**0.00**	**0.00**	**-275,000.00**	**0.00%**
Fund: 508 - Golf Course Total:	**275,000.00**	**275,000.00**	**0.00**	**0.00**	**0.00**	**-275,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 509 - Muni Airport								
Department: 4403 - Muni Airport								
Revenue								
509-4403-39935	TRANSFER IN	285,000.00	285,000.00	0.00	0.00	0.00	-285,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101- General Fund-Deficit Coverage		0.00	0.00	-285,000.00				
	Revenue Total:	**285,000.00**	**285,000.00**	**0.00**	**0.00**	**0.00**	**-285,000.00**	**0.00%**
	Department: 4403 - Muni Airport Total:	**285,000.00**	**285,000.00**	**0.00**	**0.00**	**0.00**	**-285,000.00**	**0.00%**
	Fund: 509 - Muni Airport Total:	**285,000.00**	**285,000.00**	**0.00**	**0.00**	**0.00**	**-285,000.00**	**0.00%**
Fund: 600 - Internal Serv								
Department: 7003 - Internal Serv								
Revenue								
600-7003-39935	TRANSFER IN	875,000.00	875,000.00	0.00	0.00	0.00	-875,000.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
101- General Fund-General Fund Support/Maint		0.00	0.00	-300,000.00				
216- Street Cash Support		0.00	0.00	-75,000.00				
503- Elec Cash Support		0.00	0.00	-75,000.00				
503-Elec-Maint Fee		0.00	0.00	-50,000.00				
504- Water Cash Support		0.00	0.00	-75,000.00				
504-Water-Maint Fee		0.00	0.00	-50,000.00				
505- SW Cash Support		0.00	0.00	-75,000.00				
505-SW-Maint Fee		0.00	0.00	-50,000.00				
506- WW Cash Support		0.00	0.00	-75,000.00				
506-WW-Maint Fee		0.00	0.00	-50,000.00				
	Revenue Total:	**875,000.00**	**875,000.00**	**0.00**	**0.00**	**0.00**	**-875,000.00**	**0.00%**
	Department: 7003 - Internal Serv Total:	**875,000.00**	**875,000.00**	**0.00**	**0.00**	**0.00**	**-875,000.00**	**0.00%**
	Fund: 600 - Internal Serv Total:	**875,000.00**	**875,000.00**	**0.00**	**0.00**	**0.00**	**-875,000.00**	**0.00%**
	Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - General							
Department: 1099 - General Fund Revenues							
Revenue	3,832,374.00	3,832,374.00	0.00	0.00	0.00	-3,832,374.00	0.00%
Expense	3,635,915.00	3,635,915.00	0.00	0.00	0.00	3,635,915.00	0.00%
Department: 1099 - General Fund Revenues Surplus (Deficit):	**196,459.00**	**196,459.00**	**0.00**	**0.00**	**0.00**	**-196,459.00**	**0.00%**
Fund: 101 - General Surplus (Deficit):	**196,459.00**	**196,459.00**	**0.00**	**0.00**	**0.00**	**-196,459.00**	**0.00%**
Fund: 201 - Corrections							
Department: 1903 - Corrections							
Revenue	75,000.00	75,000.00	0.00	0.00	0.00	-75,000.00	0.00%
Department: 1903 - Corrections Surplus (Deficit):	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**-75,000.00**	**0.00%**
Fund: 201 - Corrections Surplus (Deficit):	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**-75,000.00**	**0.00%**
Fund: 216 - Muni Street							
Department: 4503 - Muni Street							
Revenue	8,390,000.00	8,390,000.00	0.00	0.00	0.00	-8,390,000.00	0.00%
Expense	8,994,453.00	8,994,453.00	0.00	0.00	0.00	8,994,453.00	0.00%
Department: 4503 - Muni Street Surplus (Deficit):	**-604,453.00**	**-604,453.00**	**0.00**	**0.00**	**0.00**	**604,453.00**	**0.00%**
Fund: 216 - Muni Street Surplus (Deficit):	**-604,453.00**	**-604,453.00**	**0.00**	**0.00**	**0.00**	**604,453.00**	**0.00%**
Fund: 280 - CANNABIS REGULATION ACT							
Department: 2803 - CANNABIS REGULATION ACT							
Expense	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	0.00%
Department: 2803 - CANNABIS REGULATION ACT Total:	**65,000.00**	**65,000.00**	**0.00**	**0.00**	**0.00**	**65,000.00**	**0.00%**
Fund: 280 - CANNABIS REGULATION ACT Total:	**65,000.00**	**65,000.00**	**0.00**	**0.00**	**0.00**	**65,000.00**	**0.00%**
Fund: 295 - Muni Pool							
Department: 4803 - Muni Pool							
Revenue	200,000.00	200,000.00	0.00	0.00	0.00	-200,000.00	0.00%
Department: 4803 - Muni Pool Surplus (Deficit):	**200,000.00**	**200,000.00**	**0.00**	**0.00**	**0.00**	**-200,000.00**	**0.00%**
Fund: 295 - Muni Pool Surplus (Deficit):	**200,000.00**	**200,000.00**	**0.00**	**0.00**	**0.00**	**-200,000.00**	**0.00%**
Fund: 296 - PD GRT							
Department: 2403 - PD GRT							
Expense	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	0.00%
Department: 2403 - PD GRT Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**75,000.00**	**0.00%**
Fund: 296 - PD GRT Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**0.00**	**75,000.00**	**0.00%**

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - Vet Wall							
Department: 4703 - Vet Wall							
Revenue	3,500.00	3,500.00	0.00	0.00	0.00	-3,500.00	0.00%
Department: 4703 - Vet Wall Surplus (Deficit):	**3,500.00**	**3,500.00**	**0.00**	**0.00**	**0.00**	**-3,500.00**	**0.00%**
Fund: 303 - Vet Wall Surplus (Deficit):	**3,500.00**	**3,500.00**	**0.00**	**0.00**	**0.00**	**-3,500.00**	**0.00%**
Fund: 304 - Senior Grants							
Department: 7065 - SJOA A25J2035 WALK IN							
Revenue	26,000.00	26,000.00	0.00	0.00	0.00	-26,000.00	0.00%
Expense	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00%
Department: 7065 - SJOA A25J2035 WALK IN Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7071 - SJOA A22G2019-G614							
Revenue	36,710.00	36,710.00	0.00	0.00	0.00	-36,710.00	0.00%
Expense	36,710.00	36,710.00	0.00	0.00	0.00	36,710.00	0.00%
Department: 7071 - SJOA A22G2019-G614 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7072 - SJOA VEHICLE A24-I5393							
Revenue	89,987.00	89,987.00	0.00	0.00	0.00	-89,987.00	0.00%
Expense	89,987.00	89,987.00	0.00	0.00	0.00	89,987.00	0.00%
Department: 7072 - SJOA VEHICLE A24-I5393 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 304 - Senior Grants Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 305 - CI Gen							
Department: 7029 - ANIMAL SHELTER GRANT 23-H3214							
Revenue	475,500.00	475,500.00	0.00	0.00	0.00	-475,500.00	0.00%
Expense	445,500.00	445,500.00	0.00	0.00	0.00	445,500.00	0.00%
Department: 7029 - ANIMAL SHELTER GRANT 23-H3214 Surplus (Deficit):	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**0.00**	**-30,000.00**	**0.00%**
Department: 7062 - Animal Shelter Grant Appropriation 25-J3166							
Revenue	495,000.00	495,000.00	0.00	0.00	0.00	-495,000.00	0.00%
Expense	495,000.00	495,000.00	0.00	0.00	0.00	495,000.00	0.00%
Department: 7062 - Animal Shelter Grant Appropriation 25-J3166 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 305 - CI Gen Surplus (Deficit):	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**0.00**	**-30,000.00**	**0.00%**
Fund: 312 - R&R Airport							
Department: 7066 - NM DOT FY26 GRANT TCS-26-01							
Revenue	9,809.00	9,809.00	0.00	0.00	0.00	-9,809.00	0.00%
Expense	9,809.00	9,809.00	0.00	0.00	0.00	9,809.00	0.00%
Department: 7066 - NM DOT FY26 GRANT TCS-26-01 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 312 - R&R Airport Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 314 - CDBG							
Department: 7030 - CDBG Comprehensive Plan							
Revenue	2,918.00	2,918.00	0.00	0.00	0.00	-2,918.00	0.00%
Department: 7030 - CDBG Comprehensive Plan Surplus (Deficit):	**2,918.00**	**2,918.00**	**0.00**	**0.00**	**0.00**	**-2,918.00**	**0.00%**
Department: 8603 - CDBG							
Revenue	780,091.00	780,091.00	0.00	0.00	0.00	-780,091.00	0.00%
Expense	780,091.00	780,091.00	0.00	0.00	0.00	780,091.00	0.00%
Department: 8603 - CDBG Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 314 - CDBG Surplus (Deficit):	**2,918.00**	**2,918.00**	**0.00**	**0.00**	**0.00**	**-2,918.00**	**0.00%**
Fund: 315 - CI Reserve							
Department: 9003 - CI Reserve							
Revenue	25,631,425.00	25,631,425.00	0.00	0.00	0.00	-25,631,425.00	0.00%
Expense	27,731,658.00	27,731,658.00	0.00	0.00	0.00	27,731,658.00	0.00%
Department: 9003 - CI Reserve Surplus (Deficit):	**-2,100,233.00**	**-2,100,233.00**	**0.00**	**0.00**	**0.00**	**2,100,233.00**	**0.00%**
Fund: 315 - CI Reserve Surplus (Deficit):	**-2,100,233.00**	**-2,100,233.00**	**0.00**	**0.00**	**0.00**	**2,100,233.00**	**0.00%**
Fund: 316 - Emergency Reserve							
Department: 9103 - Emergency Reserve Jt Util							
Revenue	12,500.00	12,500.00	0.00	0.00	0.00	-12,500.00	0.00%
Department: 9103 - Emergency Reserve Jt Util Surplus (Deficit):	**12,500.00**	**12,500.00**	**0.00**	**0.00**	**0.00**	**-12,500.00**	**0.00%**
Fund: 316 - Emergency Reserve Surplus (Deficit):	**12,500.00**	**12,500.00**	**0.00**	**0.00**	**0.00**	**-12,500.00**	**0.00%**
Fund: 317 - WW Reserve							
Department: 9203 - WW Reserve							
Revenue	24,375.00	24,375.00	0.00	0.00	0.00	-24,375.00	0.00%
Department: 9203 - WW Reserve Surplus (Deficit):	**24,375.00**	**24,375.00**	**0.00**	**0.00**	**0.00**	**-24,375.00**	**0.00%**
Fund: 317 - WW Reserve Surplus (Deficit):	**24,375.00**	**24,375.00**	**0.00**	**0.00**	**0.00**	**-24,375.00**	**0.00%**
Fund: 318 - Elec Const Reserve							
Department: 9303 - Elec Const Reserve							
Revenue	10,000.00	10,000.00	0.00	0.00	0.00	-10,000.00	0.00%
Department: 9303 - Elec Const Reserve Surplus (Deficit):	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**0.00**	**-10,000.00**	**0.00%**
Fund: 318 - Elec Const Reserve Surplus (Deficit):	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**0.00**	**-10,000.00**	**0.00%**
Fund: 360 - NMFA PROJECTS							
Department: 7044 - NMFA CIF-6441 WATERLINE REPLACEMENT							
Revenue	4,840,000.00	4,840,000.00	0.00	0.00	0.00	-4,840,000.00	0.00%
Expense	4,400,000.00	4,400,000.00	0.00	0.00	0.00	4,400,000.00	0.00%
Department: 7044 - NMFA CIF-6441 WATERLINE REPLACEMENT Surplus (Deficit):	**440,000.00**	**440,000.00**	**0.00**	**0.00**	**0.00**	**-440,000.00**	**0.00%**
Department: 7045 - NMFA CIF-6442 WW BAR SCREEN REPLACEMENT							
Revenue	335,940.00	335,940.00	0.00	0.00	0.00	-335,940.00	0.00%

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense	305,400.00	305,400.00	0.00	0.00	0.00	305,400.00	0.00%
Department: 7045 - NMFA CIF-6442 WW BAR SCREEN REPLACEMENT Surplus (Deficit):	**30,540.00**	**30,540.00**	**0.00**	**0.00**	**0.00**	**-30,540.00**	**0.00%**
Department: 7048 - WPF-6323 D&C WTRLINE REPLACEMENT							
Revenue	17,600,000.00	17,600,000.00	0.00	0.00	0.00	-17,600,000.00	0.00%
Expense	16,000,000.00	16,000,000.00	0.00	0.00	0.00	16,000,000.00	0.00%
Department: 7048 - WPF-6323 D&C WTRLINE REPLACEMENT Surplus (Deficit):	**1,600,000.00**	**1,600,000.00**	**0.00**	**0.00**	**0.00**	**-1,600,000.00**	**0.00%**
Department: 7061 - CIF-6738 WasteWater Collection System PER							
Revenue	210,100.00	210,100.00	0.00	0.00	0.00	-210,100.00	0.00%
Expense	210,100.00	210,100.00	0.00	0.00	0.00	210,100.00	0.00%
Department: 7061 - CIF-6738 WasteWater Collection System PER Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 360 - NMFA PROJECTS Surplus (Deficit):	**2,070,540.00**	**2,070,540.00**	**0.00**	**0.00**	**0.00**	**-2,070,540.00**	**0.00%**
Fund: 370 - WATER TRUST BOARD PROJECTS							
Department: 7070 - WTP-CANTRELL WTP-6621							
Revenue	8,899,000.00	8,899,000.00	0.00	0.00	0.00	-8,899,000.00	0.00%
Expense	8,090,000.00	8,090,000.00	0.00	0.00	0.00	8,090,000.00	0.00%
Department: 7070 - WTP-CANTRELL WTP-6621 Surplus (Deficit):	**809,000.00**	**809,000.00**	**0.00**	**0.00**	**0.00**	**-809,000.00**	**0.00%**
Fund: 370 - WATER TRUST BOARD PROJECTS Surplus (Deficit):	**809,000.00**	**809,000.00**	**0.00**	**0.00**	**0.00**	**-809,000.00**	**0.00%**
Fund: 380 - OTHER STATE FUNDED PROJECTS							
Department: 7034 - SAP 24-12460-GF-WTR SYSTEM							
Revenue	4,400,000.00	4,400,000.00	0.00	0.00	0.00	-4,400,000.00	0.00%
Expense	4,400,000.00	4,400,000.00	0.00	0.00	0.00	4,400,000.00	0.00%
Department: 7034 - SAP 24-12460-GF-WTR SYSTEM Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7058 - NMDOT C0245002 - 2025 Elec Vehicle Infra Grant							
Revenue	641,341.00	641,341.00	0.00	0.00	0.00	-641,341.00	0.00%
Expense	641,341.00	641,341.00	0.00	0.00	0.00	641,341.00	0.00%
Department: 7058 - NMDOT C0245002 - 2025 Elec Vehicle Infra Grant Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7063 - PD APPROPRIATION GRANT 25-J3167							
Revenue	356,400.00	356,400.00	0.00	0.00	0.00	-356,400.00	0.00%
Expense	356,400.00	356,400.00	0.00	0.00	0.00	356,400.00	0.00%
Department: 7063 - PD APPROPRIATION GRANT 25-J3167 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 7064 - WW Treatment Plant Imprv Grant SAP 25-J2460-GF							
Revenue	990,000.00	990,000.00	0.00	0.00	0.00	-990,000.00	0.00%
Expense	990,000.00	990,000.00	0.00	0.00	0.00	990,000.00	0.00%
Department: 7064 - WW Treatment Plant Imprv Grant SAP 25-J2460-GF Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 380 - OTHER STATE FUNDED PROJECTS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 403 - Pledge State DEBT SERVICE							
Department: 1203 - Pledge State							
Revenue	1,162,170.00	1,162,170.00	0.00	0.00	0.00	-1,162,170.00	0.00%
Department: 1203 - Pledge State Surplus (Deficit):	**1,162,170.00**	**1,162,170.00**	**0.00**	**0.00**	**0.00**	**-1,162,170.00**	**0.00%**
Fund: 403 - Pledge State DEBT SERVICE Surplus (Deficit):	**1,162,170.00**	**1,162,170.00**	**0.00**	**0.00**	**0.00**	**-1,162,170.00**	**0.00%**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING							
Department: 3601 - Util Office							
Revenue	400,000.00	400,000.00	0.00	0.00	0.00	-400,000.00	0.00%
Department: 3601 - Util Office Surplus (Deficit):	**400,000.00**	**400,000.00**	**0.00**	**0.00**	**0.00**	**-400,000.00**	**0.00%**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING Surplus (Deficit):	**400,000.00**	**400,000.00**	**0.00**	**0.00**	**0.00**	**-400,000.00**	**0.00%**
Fund: 503 - Electric							
Department: 3702 - Electric							
Revenue	641,341.00	641,341.00	0.00	0.00	0.00	-641,341.00	0.00%
Expense	1,505,598.00	1,505,598.00	0.00	0.00	0.00	1,505,598.00	0.00%
Department: 3702 - Electric Surplus (Deficit):	**-864,257.00**	**-864,257.00**	**0.00**	**0.00**	**0.00**	**864,257.00**	**0.00%**
Fund: 503 - Electric Surplus (Deficit):	**-864,257.00**	**-864,257.00**	**0.00**	**0.00**	**0.00**	**864,257.00**	**0.00%**
Fund: 504 - Water							
Department: 3803 - Water							
Expense	1,109,919.00	1,109,919.00	0.00	0.00	0.00	1,109,919.00	0.00%
Department: 3803 - Water Total:	**1,109,919.00**	**1,109,919.00**	**0.00**	**0.00**	**0.00**	**1,109,919.00**	**0.00%**
Fund: 504 - Water Total:	**1,109,919.00**	**1,109,919.00**	**0.00**	**0.00**	**0.00**	**1,109,919.00**	**0.00%**
Fund: 505 - Solid Waste							
Department: 3904 - Solid Waste							
Expense	945,741.00	945,741.00	0.00	0.00	0.00	945,741.00	0.00%
Department: 3904 - Solid Waste Total:	**945,741.00**	**945,741.00**	**0.00**	**0.00**	**0.00**	**945,741.00**	**0.00%**
Fund: 505 - Solid Waste Total:	**945,741.00**	**945,741.00**	**0.00**	**0.00**	**0.00**	**945,741.00**	**0.00%**
Fund: 506 - WWTP							
Department: 4005 - WWTP							
Revenue	990,000.00	990,000.00	0.00	0.00	0.00	-990,000.00	0.00%
Expense	1,656,859.00	1,656,859.00	0.00	0.00	0.00	1,656,859.00	0.00%
Department: 4005 - WWTP Surplus (Deficit):	**-666,859.00**	**-666,859.00**	**0.00**	**0.00**	**0.00**	**666,859.00**	**0.00%**
Fund: 506 - WWTP Surplus (Deficit):	**-666,859.00**	**-666,859.00**	**0.00**	**0.00**	**0.00**	**666,859.00**	**0.00%**
Fund: 508 - Golf Course							
Department: 4303 - Golf Course							
Revenue	275,000.00	275,000.00	0.00	0.00	0.00	-275,000.00	0.00%
Department: 4303 - Golf Course Surplus (Deficit):	**275,000.00**	**275,000.00**	**0.00**	**0.00**	**0.00**	**-275,000.00**	**0.00%**
Fund: 508 - Golf Course Surplus (Deficit):	**275,000.00**	**275,000.00**	**0.00**	**0.00**	**0.00**	**-275,000.00**	**0.00%**

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 509 - Muni Airport							
Department: 4403 - Muni Airport							
Revenue	285,000.00	285,000.00	0.00	0.00	0.00	-285,000.00	0.00%
Department: 4403 - Muni Airport Surplus (Deficit):	**285,000.00**	**285,000.00**	**0.00**	**0.00**	**0.00**	**-285,000.00**	**0.00%**
Fund: 509 - Muni Airport Surplus (Deficit):	**285,000.00**	**285,000.00**	**0.00**	**0.00**	**0.00**	**-285,000.00**	**0.00%**
Fund: 600 - Internal Serv							
Department: 7003 - Internal Serv							
Revenue	875,000.00	875,000.00	0.00	0.00	0.00	-875,000.00	0.00%
Department: 7003 - Internal Serv Surplus (Deficit):	**875,000.00**	**875,000.00**	**0.00**	**0.00**	**0.00**	**-875,000.00**	**0.00%**
Fund: 600 - Internal Serv Surplus (Deficit):	**875,000.00**	**875,000.00**	**0.00**	**0.00**	**0.00**	**-875,000.00**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
101 - General	196,459.00	196,459.00	0.00	0.00	0.00	-196,459.00
201 - Corrections	75,000.00	75,000.00	0.00	0.00	0.00	-75,000.00
216 - Muni Street	-604,453.00	-604,453.00	0.00	0.00	0.00	604,453.00
280 - CANNABIS REGULATION AC	-65,000.00	-65,000.00	0.00	0.00	0.00	65,000.00
295 - Muni Pool	200,000.00	200,000.00	0.00	0.00	0.00	-200,000.00
296 - PD GRT	-75,000.00	-75,000.00	0.00	0.00	0.00	75,000.00
303 - Vet Wall	3,500.00	3,500.00	0.00	0.00	0.00	-3,500.00
304 - Senior Grants	0.00	0.00	0.00	0.00	0.00	0.00
305 - CI Gen	30,000.00	30,000.00	0.00	0.00	0.00	-30,000.00
312 - R&R Airport	0.00	0.00	0.00	0.00	0.00	0.00
314 - CDBG	2,918.00	2,918.00	0.00	0.00	0.00	-2,918.00
315 - CI Reserve	-2,100,233.00	-2,100,233.00	0.00	0.00	0.00	2,100,233.00
316 - Emergency Reserve	12,500.00	12,500.00	0.00	0.00	0.00	-12,500.00
317 - WW Reserve	24,375.00	24,375.00	0.00	0.00	0.00	-24,375.00
318 - Elec Const Reserve	10,000.00	10,000.00	0.00	0.00	0.00	-10,000.00
360 - NMFA PROJECTS	2,070,540.00	2,070,540.00	0.00	0.00	0.00	-2,070,540.00
370 - WATER TRUST BOARD PRO	809,000.00	809,000.00	0.00	0.00	0.00	-809,000.00
380 - OTHER STATE FUNDED PRC	0.00	0.00	0.00	0.00	0.00	0.00
403 - Pledge State DEBT SERVICE	1,162,170.00	1,162,170.00	0.00	0.00	0.00	-1,162,170.00
502 - UTILITY OFFICE-UTILITY BIL	400,000.00	400,000.00	0.00	0.00	0.00	-400,000.00
503 - Electric	-864,257.00	-864,257.00	0.00	0.00	0.00	864,257.00
504 - Water	-1,109,919.00	-1,109,919.00	0.00	0.00	0.00	1,109,919.00
505 - Solid Waste	-945,741.00	-945,741.00	0.00	0.00	0.00	945,741.00
506 - WWTP	-666,859.00	-666,859.00	0.00	0.00	0.00	666,859.00
508 - Golf Course	275,000.00	275,000.00	0.00	0.00	0.00	-275,000.00
509 - Muni Airport	285,000.00	285,000.00	0.00	0.00	0.00	-285,000.00
600 - Internal Serv	875,000.00	875,000.00	0.00	0.00	0.00	-875,000.00
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Truth or Consequences

My Budget Report

Account Summary

For Fiscal: 2026-2027 Period Ending: 05/31/2027

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - General								
Expense								
Department: 1000 - Governing Body								
101-1000-40105	ELECTED OFFICIALS-GOVERNING BODY	62,400.00	62,400.00	0.00	0.00	0.00	62,400.00	0.00 %

Budget Detail

Description	Units	Price	Amount
COMMISSIONER	12.00	1,000.00	12,000.00
COMMISSIONER	12.00	1,000.00	12,000.00
COMMISSIONER	12.00	1,000.00	12,000.00
MAYOR	12.00	1,200.00	14,400.00
MAYOR PRO TEM	12.00	1,000.00	12,000.00

101-1000-41205	FICA-REGULAR-GOVERNING BODY	3,869.00	3,869.00	0.00	0.00	0.00	3,869.00	0.00 %
101-1000-41210	FICA-MEDICARE-GOVERNING BODY	905.00	905.00	0.00	0.00	0.00	905.00	0.00 %
	Department: 1000 - Governing Body Total:	**67,174.00**	**67,174.00**	**0.00**	**0.00**	**0.00**	**67,174.00**	**0.00%**
Department: 1001 - City Clerk								
101-1001-40110	FULL TIME WAGES-OFF CITY CLERK	160,160.00	160,160.00	0.00	0.00	0.00	160,160.00	0.00 %

Budget Detail

Description	Units	Price	Amount
ADMINISTRATIVE ASSISANT	2,080.00	20.00	41,600.00
CITY CLERK	2,080.00	34.00	70,720.00
DEPUTY	2,080.00	23.00	47,840.00

101-1001-40125	OVERTIME WAGES-OFF CITY CLERK	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1001-41205	FICA-REGULAR-OFF CITY CLERK	9,779.00	9,779.00	0.00	0.00	0.00	9,779.00	0.00 %
101-1001-41210	FICA-MEDICARE-OFF CITY CLERK	2,287.00	2,287.00	0.00	0.00	0.00	2,287.00	0.00 %
101-1001-41215	PERA-OFFICE OF CITY CLERK	18,612.00	18,612.00	0.00	0.00	0.00	18,612.00	0.00 %
101-1001-41225	HEALTH INSURANCE-OFF CITY CLERK	48,911.00	48,911.00	0.00	0.00	0.00	48,911.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	1,801.00	1,801.00
LIFE	1.00	255.00	255.00
MEDICAL	1.00	46,647.00	46,647.00
VISION	1.00	208.00	208.00

101-1001-41226	RETIREE INSURANCE	4,732.00	4,732.00	0.00	0.00	0.00	4,732.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1001-41240	WORKER'S COMP ASSESSMENT-PR	30.00	30.00	0.00	0.00	0.00	30.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3
WORKERS COMPENSATION ASSESSMENT COST	$10X3

	Department: 1001 - City Clerk Total:	**245,011.00**	**245,011.00**	**0.00**	**0.00**	**0.00**	**245,011.00**	**0.00%**
Department: 1003 - City Manager								
101-1003-40110	FULL-TIME WAGES-OFFICE CITY MANAGER	320,320.00	320,320.00	0.00	0.00	0.00	320,320.00	0.00 %

Budget Detail

Description	Units	Price	Amount
CITY MANAGER	2,080.00	61.00	126,880.00
EXECUTIVE ADMIN	2,080.00	23.00	47,840.00
HUMAN RESOURCES	2,080.00	31.00	64,480.00
IT SPECIALIST	2,080.00	21.00	43,680.00
IT SUPPORT ANALYST	1,040.00	36.00	37,440.00

101-1003-41205	FICA-REGULAR-OFF CITY MANAGER	19,570.00	19,570.00	0.00	0.00	0.00	19,570.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Budget Detail								
Description		**Units**	**Price**	**Amount**				
CITY MANAGER		1.00	7,861.00	7,861.00				
EXECUTIVE ADIMN		1.00	2,849.00	2,849.00				
HUMAN RESOURCES		1.00	3,893.00	3,893.00				
IT SPECIALIST		1.00	2,697.00	2,697.00				
IT SUPPORT ANALYST		1.00	2,270.00	2,270.00				
101-1003-41210	FICA-MEDICARE-OFF CITY MANAGER	4,578.00	4,578.00	0.00	0.00	0.00	4,578.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
CITY MANAGER		1.00	1,839.00	1,839.00				
EXECUTIVE ADMIN		1.00	666.00	666.00				
HUMAN RESOURCES		1.00	911.00	911.00				
IT SPECIALIST		1.00	631.00	631.00				
IT SUPPORT ANALYST		1.00	531.00	531.00				
101-1003-41215	PERA-OFFICE CITY MANAGER	38,005.00	38,005.00	0.00	0.00	0.00	38,005.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
CITY MANAGER		1.00	14,962.00	14,962.00				
EXECUTIVE ADMIN		1.00	5,422.00	5,422.00				
HUMAN RESOURCES		1.00	7,410.00	7,410.00				
IT SPECIALIST		1.00	5,891.00	5,891.00				
IT SUPPORT ANALYST		1.00	4,320.00	4,320.00				
101-1003-41225	HEALTH INSURANCE-OFF CITY MANAGER	39,048.00	39,048.00	0.00	0.00	0.00	39,048.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
DENTAL		1.00	2,161.00	2,161.00				
LIFE		1.00	424.00	424.00				
MEDICAL		1.00	35,982.00	35,982.00				
VISION		1.00	481.00	481.00				
101-1003-41226	RETIREE INSURANCE	9,469.00	9,469.00	0.00	0.00	0.00	9,469.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
RETIREE HEALTH		1.00	9,469.00	9,469.00				
101-1003-41240	WORKER'S COMP ASSESSMENT PR	50.00	50.00	0.00	0.00	0.00	50.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Budget Notes								
Subject	**Description**							
WORKERS COMPENSATION ASSESSMENT COST	2X$10							
WORKERS COMPENSATION ASSESSMENT COST	2X$10							
WORKERS COMPENSATION ASSESSMENT COST	2X$10							
WORKERS COMPENSATION ASSESSMENT COST	2X$10							
WORKERS COMPENSATION ASSESSMENT COST	5X$10							
WORKERS COMPENSATION ASSESSMENT COST	5X$10							
WORKERS COMPENSATION ASSESSMENT COST	5X$10							
WORKERS COMPENSATION ASSESSMENT COST	5X$10							
WORKERS COMPENSATION ASSESSMENT COST	5X$10							
WORKERS COMPENSATION ASSESSMENT COST	5X$10							
WORKERS COMPENSATION ASSESSMENT COST	5X$10							
WORKERS COMPENSATION ASSESSMENT COST	5X$10							
Department: 1003 - City Manager Total:		**431,040.00**	**431,040.00**	**0.00**	**0.00**	**0.00**	**431,040.00**	**0.00%**
Department: 1004 - Finance								
101-1004-40110	FULL-TIME WAGES-ADMIN OFFICES	322,400.00	322,400.00	0.00	0.00	0.00	322,400.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
ACCOUNTING OFFICER		2,080.00	39.00	81,120.00				
ACCOUNTS PAYABLE		2,080.00	24.00	49,920.00				
CHIEF FINANCIAL OFFICER		2,080.00	40.00	83,200.00				
CPO		2,080.00	26.00	54,080.00				
FINANCE SPECIALIST		2,080.00	26.00	54,080.00				
101-1004-41205	FICA-REGULAR-ADMIN OFFICES	19,626.00	19,626.00	0.00	0.00	0.00	19,626.00	0.00 %
101-1004-41210	FICA-MEDICARE-ADMIN OFFICES	4,590.00	4,590.00	0.00	0.00	0.00	4,590.00	0.00 %
101-1004-41215	PERA-ADMIN OFFICES	37,354.00	37,354.00	0.00	0.00	0.00	37,354.00	0.00 %
101-1004-41225	HEALTH INSURANCE-ADMIN OFFICES	64,078.00	64,078.00	0.00	0.00	0.00	64,078.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Budget Detail								
Description		**Units**	**Price**	**Amount**				
DENTAL		1.00	2,880.00	2,880.00				
LIFE		1.00	424.00	424.00				
MEDICAL		1.00	60,150.00	60,150.00				
VISION		1.00	624.00	624.00				
101-1004-41226	RETIREE INSURANCE		9,497.00	9,497.00	0.00	0.00	0.00	9,497.00	0.00 %
101-1004-41240	WORKER'S COMP ASSESSMENT PR		50.00	50.00	0.00	0.00	0.00	50.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	7X$10
WORKERS COMPENSATION ASSESSMENT COST	7X$10
WORKERS COMPENSATION ASSESSMENT COST	7X$10
WORKERS COMPENSATION ASSESSMENT COST	7X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10

Department: 1004 - Finance Total:	**457,595.00**	**457,595.00**	**0.00**	**0.00**	**0.00**	**457,595.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 1006 - ANIMAL SHELTER								
101-1006-40110	FULL-TIME WAGES-ANIMAL SHELTER	162,240.00	162,240.00	0.00	0.00	0.00	162,240.00	0.00 %

Budget Detail

Description	Units	Price	Amount
MANAGER	2,080.00	30.00	62,400.00
SHELTER ATTENDANT	2,080.00	16.00	33,280.00
SHELTER ATTENDANT	2,080.00	16.00	33,280.00
SHELTER LEAD	2,080.00	16.00	33,280.00

101-1006-40125	OVERTIME WAGES-ANIMAL SHELTER	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	0.00 %
101-1006-41205	FICA-REGULAR-ANIMAL SHELTER	9,959.00	9,959.00	0.00	0.00	0.00	9,959.00	0.00 %
101-1006-41210	FICA-MEDICAREANIMAL SHELTER	2,329.00	2,329.00	0.00	0.00	0.00	2,329.00	0.00 %
101-1006-41215	PERA-ANIMAL SHELTER	18,305.00	18,305.00	0.00	0.00	0.00	18,305.00	0.00 %
101-1006-41225	HEALTH INSURANCE-ANIMAL SHELTER	19,343.00	19,343.00	0.00	0.00	0.00	19,343.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	1,734.00	1,734.00
LIFE	1.00	339.00	339.00
MEDICAL	1.00	16,932.00	16,932.00
VISION	1.00	338.00	338.00

101-1006-41226	RETIREE INSURANCE	4,654.00	4,654.00	0.00	0.00	0.00	4,654.00	0.00 %
101-1006-41240	WORKER'S COMP ASSESSMENT PR	40.00	40.00	0.00	0.00	0.00	40.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	4X$10
WORKERS COMPENSATION ASSESSMENT COST	4X$10
WORKERS COMPENSATION ASSESSMENT COST	4X$10
WORKERS COMPENSATION ASSESSMENT COST	4X$10
WORKERS COMPENSATION ASSESSMENT COST	4X$10
WORKERS COMPENSATION ASSESSMENT COST	4X$10
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WORKERS COMPENSATION ASSESSMENT COST	4X$10
WORKERS COMPENSATION ASSESSMENT COST	4X$10
WORKERS COMPENSATION ASSESSMENT COST	4X$10

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
WORKERS COMPENSATION ASSESSMENT COST	4X$10							
WORKERS COMPENSATION ASSESSMENT COST	4X$10							
WORKERS COMPENSATION ASSESSMENT COST	4X$10							
WORKERS COMPENSATION ASSESSMENT COST	4X$10							
Department: 1006 - ANIMAL SHELTER Total:		**222,370.00**	**222,370.00**	**0.00**	**0.00**	**0.00**	**222,370.00**	**0.00%**
Department: 1007 - Police								
101-1007-40110	FULL-TIME WAGES-POLICE DEPT	1,156,688.00	1,156,688.00	0.00	0.00	0.00	1,156,688.00	0.00 %

Budget Detail

Description	Units	Price	Amount
CHIEF	2,080.00	49.00	101,920.00
EVIDENCE TECH	2,080.00	20.00	41,600.00
EXECUTIVE ADMIN	2,080.00	21.00	43,680.00
LIEUTENANT	2,184.00	39.00	85,176.00
OFFICE MANAGER	2,080.00	23.00	47,840.00
OFFICER	2,184.00	26.00	56,784.00
OFFICER	2,184.00	26.00	56,784.00
OFFICER	2,184.00	26.00	56,784.00
OFFICER	2,184.00	26.00	56,784.00
OFFICER	2,184.00	26.00	56,784.00
OFFICER	2,184.00	26.00	56,784.00
OFFICER	2,184.00	26.00	56,784.00
OFFICER	2,184.00	26.00	56,784.00
OFFICER	2,184.00	26.00	56,784.00
OFFICER	2,184.00	26.00	56,784.00
OFFICER	2,184.00	26.00	56,784.00
SERGEANT	2,184.00	32.00	69,888.00
SERGEANT	2,184.00	32.00	69,888.00
SERGEANT DETECTIVE	2,184.00	33.00	72,072.00

101-1007-40125	OVERTIME WAGES-POLICE DEPT	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.00 %
101-1007-40135	STANDBY WAGES-POLICE DEPT	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00 %
101-1007-41205	FICA-REGULAR-POLICE DEPT	27,874.00	27,874.00	0.00	0.00	0.00	27,874.00	0.00 %
101-1007-41210	FICA-MEDICARE-POLICE DEPT	16,332.00	16,332.00	0.00	0.00	0.00	16,332.00	0.00 %
101-1007-41215	PERA-POLICE DEPT	226,462.00	226,462.00	0.00	0.00	0.00	226,462.00	0.00 %
101-1007-41225	HEALTH INSURANCE-POLICE DEPT	282,519.00	282,519.00	0.00	0.00	0.00	282,519.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Budget Detail								
Description		**Units**	**Price**	**Amount**				
DENTAL		1.00	11,045.00	11,045.00				
LIFE		1.00	1,634.00	1,634.00				
MEDICAL		1.00	267,425.00	267,425.00				
VISION		1.00	2,415.00	2,415.00				
101-1007-41226	RETIREE INSURANCE		42,239.00	42,239.00	0.00	0.00	0.00	42,239.00	0.00 %
101-1007-41240	WORKER'S COMP ASSESSMENT PR		190.00	190.00	0.00	0.00	0.00	190.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	18X$10
WORKERS COMPENSATION ASSESSMENT COST	18X$10
WORKERS COMPENSATION ASSESSMENT COST	18X$10
WORKERS COMPENSATION ASSESSMENT COST	18X$10
WORKERS COMPENSATION ASSESSMENT COST	18X$10
WORKERS COMPENSATION ASSESSMENT COST	18X$10
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WORKERS COMPENSATION ASSESSMENT COST	18X$10
WORKERS COMPENSATION ASSESSMENT COST	18X$10
WORKERS COMPENSATION ASSESSMENT COST	18X$10
WORKERS COMPENSATION ASSESSMENT COST	18X$10

Department: 1007 - Police Total:	**1,835,304.00**	**1,835,304.00**	**0.00**	**0.00**	**0.00**	**1,835,304.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 1008 - Animal Control								
101-1008-40110	FULL-TIME WAGES-CODE ENF/ANM CONTR	114,400.00	114,400.00	0.00	0.00	0.00	114,400.00	0.00 %

Budget Detail

Description	Units	Price	Amount
CODE ENFORCEMENT OFFICER	2,080.00	18.00	37,440.00
CODE ENFORCEMENT OFFICER	2,080.00	19.00	39,520.00
CODE ENFORCEMENT OFFICER	2,080.00	18.00	37,440.00

101-1008-40125	OVERTIME WAGES-CODE ENF/ANIMAL CONT	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
101-1008-40135	STANDBY WAGES-CODE ENF/ANIMAL CONT	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	0.00 %
101-1008-41205	FICA-REGULAR-CODE ENF/ANIMAL CONTR	6,803.00	6,803.00	0.00	0.00	0.00	6,803.00	0.00 %
101-1008-41210	FICA-MEDICARE-CODE ENF/ANIMAL CONT	1,591.00	1,591.00	0.00	0.00	0.00	1,591.00	0.00 %
101-1008-41215	PERA-CODE ENF/ANIMAL CONTROL	12,947.00	12,947.00	0.00	0.00	0.00	12,947.00	0.00 %
101-1008-41225	HEALTH INSURANCE-CODE ENF/AN CONTR	50,712.00	50,712.00	0.00	0.00	0.00	50,712.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	1,801.00	1,801.00
LIFE	1.00	254.00	254.00
MEDICAL	1.00	48,267.00	48,267.00
VISION	1.00	390.00	390.00

101-1008-41226	RETIREE INSURANCE	3,292.00	3,292.00	0.00	0.00	0.00	3,292.00	0.00 %
101-1008-41240	WORKER'S COMP ASSESSMENT PR	30.00	30.00	0.00	0.00	0.00	30.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	3X$10
WORKERS COMPENSATION ASSESSMENT COST	3X$10
WORKERS COMPENSATION ASSESSMENT COST	3X$10
WORKERS COMPENSATION ASSESSMENT COST	3X$10
WORKERS COMPENSATION ASSESSMENT COST	3X$10
WORKERS COMPENSATION ASSESSMENT COST	3X$10
WORKERS COMPENSATION ASSESSMENT COST	3X$10
WORKERS COMPENSATION ASSESSMENT COST	3X$10
WORKERS COMPENSATION ASSESSMENT COST	3X$10

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
WORKERS COMPENSATION ASSESSMENT COST	3X$10							
WORKERS COMPENSATION ASSESSMENT COST	3X$10							
WORKERS COMPENSATION ASSESSMENT COST	3X$10							
WORKERS COMPENSATION ASSESSMENT COST	3X$10							
Department: 1008 - Animal Control Total:		**205,275.00**	**205,275.00**	**0.00**	**0.00**	**0.00**	**205,275.00**	**0.00%**
Department: 1009 - Parks								
101-1009-40110	FULL-TIME WAGES-MUNI RECREATION	162,240.00	162,240.00	0.00	0.00	0.00	162,240.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
FOREMAN		2,080.00	19.00	39,520.00				
MAINTENANCE II		2,080.00	17.00	35,360.00				
MAINTENANCE II		2,080.00	17.00	35,360.00				
SUPERVISOR		2,080.00	25.00	52,000.00				
101-1009-40115	PART-TIME WAGES-MUNI RECREATION	31,200.00	31,200.00	0.00	0.00	0.00	31,200.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
SEASONAL		1,040.00	15.00	15,600.00				
SEASONAL		1,040.00	15.00	15,600.00				
101-1009-40125	OVERTIME WAGES-MUNI RECREATION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
101-1009-41205	FICA-REGULAR-MUNI RECREATION	11,746.00	11,746.00	0.00	0.00	0.00	11,746.00	0.00 %
101-1009-41210	FICA-MEDICARE-MUNI RECREATION	2,747.00	2,747.00	0.00	0.00	0.00	2,747.00	0.00 %
101-1009-41215	PERA-MUNI RECREATION	18,776.00	18,776.00	0.00	0.00	0.00	18,776.00	0.00 %
101-1009-41225	HEALTH INSURANCE-MUNI RECREATION	58,059.00	58,059.00	0.00	0.00	0.00	58,059.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
DENTAL		1.00	2,161.00	2,161.00				
LIFE		1.00	339.00	339.00				
MEDICAL		1.00	55,087.00	55,087.00				
VISION		1.00	472.00	472.00				
101-1009-41226	RETIREE INSURANCE	4,774.00	4,774.00	0.00	0.00	0.00	4,774.00	0.00 %
101-1009-41240	WORKER'S COMP ASSESSMENT PR	50.00	50.00	0.00	0.00	0.00	50.00	0.00 %
Budget Notes								
Subject	**Description**							
WORKERS COMPENSATION ASSESSMENT	4X$10							
COST	2X$5							

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
WORKERS COMPENSATION ASSESSMENT COST	4X$10 2X$5							
Department: 1009 - Parks Total:		**294,592.00**	**294,592.00**	**0.00**	**0.00**	**0.00**	**294,592.00**	**0.00%**
Department: 1010 - Community Dev								
101-1010-40110	FULL TIME WAGES	112,320.00	112,320.00	0.00	0.00	0.00	112,320.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
ADMINISTRATIVE ASSISTANT 1/2		2,080.00	9.00	18,720.00				
ASST CITY MANAGER		2,080.00	45.00	93,600.00				
101-1010-41205	FICA-REGULAR	6,825.00	6,825.00	0.00	0.00	0.00	6,825.00	0.00 %
101-1010-41210	FICA-MEDICARE	1,596.00	1,596.00	0.00	0.00	0.00	1,596.00	0.00 %
101-1010-41215	PERA	12,990.00	12,990.00	0.00	0.00	0.00	12,990.00	0.00 %
101-1010-41225	HEALTH INSURANCE	17,969.00	17,969.00	0.00	0.00	0.00	17,969.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
DENTAL		1.00	720.00	720.00				
LIFE		1.00	169.00	169.00				
MEDICAL		1.00	16,916.00	16,916.00				
VISION		1.00	164.00	164.00				

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1010-41226	RETIREE INSURANCE	3,303.00	3,303.00	0.00	0.00	0.00	3,303.00	0.00 %
101-1010-41240	WORKER'S COMP ASSESSMENT PR	10.00	10.00	0.00	0.00	0.00	10.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10

	Department: 1010 - Community Dev Total:	**155,013.00**	**155,013.00**	**0.00**	**0.00**	**0.00**	**155,013.00**	**0.00%**
Department: 1013 - Community Services								
101-1013-40110	FULL - TIME WAGES	97,760.00	97,760.00	0.00	0.00	0.00	97,760.00	0.00 %

Budget Detail

Description	Units	Price	Amount
ADMINISTRATIVE ASSISTANT 1/2	2,080.00	9.00	18,720.00
COMMUNITY SERVICE DIRECTOR	2,080.00	38.00	79,040.00

101-1013-41205	FICA-REGULAR	5,291.00	5,291.00	0.00	0.00	0.00	5,291.00	0.00 %
101-1013-41210	FICA-MEDICARE	1,237.00	1,237.00	0.00	0.00	0.00	1,237.00	0.00 %
101-1013-41215	PERA	10,069.00	10,069.00	0.00	0.00	0.00	10,069.00	0.00 %
101-1013-41225	HEALTH INSURANCE	17,970.00	17,970.00	0.00	0.00	0.00	17,970.00	0.00 %
101-1013-41226	RETIREE INSURANCE	2,560.00	2,560.00	0.00	0.00	0.00	2,560.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1013-41240	WORKER'S COMP ASSESSMENT PR	10.00	10.00	0.00	0.00	0.00	10.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10

Department: 1013 - Community Services Total:	**134,897.00**	**134,897.00**	**0.00**	**0.00**	**0.00**	**134,897.00**	**0.00%**
Department: 1014 - Facility Man							
101-1014-40110 FULL TIME WAGES-FACILITY MGT	208,000.00	208,000.00	0.00	0.00	0.00	208,000.00	0.00 %

Budget Detail

Description	Units	Price	Amount
FOREMAN	2,080.00	26.00	54,080.00
MAINTENANCE TECH I	2,080.00	17.00	35,360.00
MAINTENANCE TECH I	2,080.00	17.00	35,360.00
MAINTENANCE TECH II	2,080.00	20.00	41,600.00
MAINTENANCT TECH II	2,080.00	20.00	41,600.00

101-1014-40125 OVERTIME WAGES-FACILITY MGT	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
101-1014-40135 STANDBY WAGES-FACILITY MGT	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
101-1014-41205 FICA-REGULAR-FACILITY MGT	14,183.00	14,183.00	0.00	0.00	0.00	14,183.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-1014-41210	FICA-MEDICARE-FACILITY MGT	3,317.00	3,317.00	0.00	0.00	0.00	3,317.00	0.00 %
101-1014-41215	PERA-FACILITY MGT	31,151.00	31,151.00	0.00	0.00	0.00	31,151.00	0.00 %
101-1014-41225	HEALTH INSURANCE-FACILITY MGT	111,211.00	111,211.00	0.00	0.00	0.00	111,211.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	3,961.00	3,961.00
LIFE	1.00	508.00	508.00
MEDICAL	1.00	105,900.00	105,900.00
VISION	1.00	842.00	842.00

101-1014-41226	RETIREE INSURANCE	6,098.00	6,098.00	0.00	0.00	0.00	6,098.00	0.00 %
101-1014-41240	WORKER'S COMP ASSESSMENT PR	60.00	60.00	0.00	0.00	0.00	60.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
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WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10

Department: 1014 - Facility Man Total:	**383,020.00**	**383,020.00**	**0.00**	**0.00**	**0.00**	**383,020.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 1016 - Library								
101-1016-40110	FULL TIME WAGES-LIBRARY DEPT	162,240.00	162,240.00	0.00	0.00	0.00	162,240.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DIRECTOR	2,080.00	41.00	85,280.00
LIBRARY TECH	2,080.00	17.00	35,360.00
LIBRARY TECH	2,080.00	20.00	41,600.00

101-1016-40115	PART-TIME POSITION-LIBRARY DEPT	72,800.00	72,800.00	0.00	0.00	0.00	72,800.00	0.00 %

Budget Detail

Description	Units	Price	Amount
LIBRARY CLERK	1,040.00	17.00	17,680.00
LIBRARY CLERK	1,040.00	18.00	18,720.00
LIBRARY CLERK	1,040.00	18.00	18,720.00
LIBRARY CLERK	1,040.00	17.00	17,680.00

101-1016-41205	FICA-REGULAR-LIBRARY	14,189.00	14,189.00	0.00	0.00	0.00	14,189.00	0.00 %
101-1016-41210	FICA-MEDICARE-LIBRARY	3,319.00	3,319.00	0.00	0.00	0.00	3,319.00	0.00 %
101-1016-41215	PERA-LIBRARY	27,006.00	27,006.00	0.00	0.00	0.00	27,006.00	0.00 %
101-1016-41225	HEALTH INSURANCE-LIBRARY	38,271.00	38,271.00	0.00	0.00	0.00	38,271.00	0.00 %

Budget Detail

Description	Units	Price	Amount
BASIC LIFE	1.00	593.00	593.00
DENTAL	1.00	1,801.00	1,801.00
MEDICAL	1.00	35,468.00	35,468.00
VISION	1.00	409.00	409.00

101-1016-41240	WORKER'S COMP ASSESSMENT PR	60.00	60.00	0.00	0.00	0.00	60.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10

			Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
	WORKERS COMPENSATION ASSESSMENT COST	6X$10							
	WORKERS COMPENSATION ASSESSMENT COST	6X$10							
	WORKERS COMPENSATION ASSESSMENT COST	6X$10							
	WORKERS COMPENSATION ASSESSMENT COST	6X$10							
	WORKERS COMPENSATION ASSESSMENT COST	6X$10							
	WORKERS COMPENSATION ASSESSMENT COST	6X$10							
	WORKERS COMPENSATION ASSESSMENT COST	6X$10							
	Department: 1016 - Library Total:		**317,885.00**	**317,885.00**	**0.00**	**0.00**	**0.00**	**317,885.00**	**0.00%**
Department: 1018 - Utility & Ins									
101-1018-41235	UNEMPLOYMENT INS- GSD HR		31,500.00	31,500.00	0.00	0.00	0.00	31,500.00	0.00 %
	Department: 1018 - Utility & Ins Total:		**31,500.00**	**31,500.00**	**0.00**	**0.00**	**0.00**	**31,500.00**	**0.00%**
	Expense Total:		**4,780,676.00**	**4,780,676.00**	**0.00**	**0.00**	**0.00**	**4,780,676.00**	**0.00%**
	Fund: 101 - General Total:		**4,780,676.00**	**4,780,676.00**	**0.00**	**0.00**	**0.00**	**4,780,676.00**	**0.00%**
Fund: 214 - Lodgers Tax									
Expense									
Department: 2503 - Lodgers Tax									
214-2503-40110	FULL TIME WAGES		49,920.00	49,920.00	0.00	0.00	0.00	49,920.00	0.00 %
Budget Detail									
Description		**Units**	**Price**	**Amount**					
PUBLIC INFORMATION OFFICER/EVENT COORDINATOR		2,080.00	24.00	49,920.00					
214-2503-40125	OVERTIME WAGES		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
214-2503-41205	FICA-REGULAR		3,076.00	3,076.00	0.00	0.00	0.00	3,076.00	0.00 %
214-2503-41210	FICA-MEDICARE		719.00	719.00	0.00	0.00	0.00	719.00	0.00 %
214-2503-41215	PERA		5,854.00	5,854.00	0.00	0.00	0.00	5,854.00	0.00 %
214-2503-41225	HEALTH INSURANCE		8,985.00	8,985.00	0.00	0.00	0.00	8,985.00	0.00 %
Budget Detail									
Description		**Units**	**Price**	**Amount**					
DENTAL		1.00	360.00	360.00					
LIFE		1.00	85.00	85.00					
MEDICAL		1.00	8,458.00	8,458.00					
VISION		1.00	82.00	82.00					
214-2503-41226	RETIREE INSURANCE		1,488.00	1,488.00	0.00	0.00	0.00	1,488.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
214-2503-41240	WORKER'S COMP ASSESSMENT PR	10.00	10.00	0.00	0.00	0.00	10.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
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WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10
WORKERS COMPENSATION ASSESSMENT COST	1X$10

Department: 2503 - Lodgers Tax Total:	**71,052.00**	**71,052.00**	**0.00**	**0.00**	**0.00**	**71,052.00**	**0.00%**
Expense Total:	**71,052.00**	**71,052.00**	**0.00**	**0.00**	**0.00**	**71,052.00**	**0.00%**
Fund: 214 - Lodgers Tax Total:	**71,052.00**	**71,052.00**	**0.00**	**0.00**	**0.00**	**71,052.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 216 - Muni Street								
Expense								
Department: 4503 - Muni Street								
216-4503-40110	FULL TIME WAGES	306,800.00	306,800.00	0.00	0.00	0.00	306,800.00	0.00 %

Budget Detail

Description	Units	Price	Amount
GENERAL LABORER	2,080.00	17.00	35,360.00
GENERAL LABORER	2,080.00	17.00	35,360.00
GENERAL LABORER	2,080.00	17.00	35,360.00
OPERATOR 1	2,080.00	19.00	39,520.00
OPERTOR 1	2,080.00	19.00	39,520.00
OPERTOR 1	2,080.00	22.00	45,760.00
SEASONAL	1,040.00	15.00	15,600.00
SUPERVISOR	2,080.00	29.00	60,320.00

216-4503-40125	OVERTIME WAGES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
216-4503-40135	STANDBY WAGES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
216-4503-41205	FICA-REGULAR	18,793.00	18,793.00	0.00	0.00	0.00	18,793.00	0.00 %
216-4503-41210	FICA-MEDICARE	4,395.00	4,395.00	0.00	0.00	0.00	4,395.00	0.00 %
216-4503-41215	PERA	35,176.00	35,176.00	0.00	0.00	0.00	35,176.00	0.00 %
216-4503-41225	HEALTH INSURANCE	70,931.00	70,931.00	0.00	0.00	0.00	70,931.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	2,881.00	2,881.00
LIFE	1.00	678.00	678.00
MEDICAL	1.00	66,818.00	66,818.00
VISION	1.00	554.00	554.00

216-4503-41226	RETIREE INSURANCE	8,943.00	8,943.00	0.00	0.00	0.00	8,943.00	0.00 %
216-4503-41240	WORKER'S COMP ASSESSMENT PR	85.00	85.00	0.00	0.00	0.00	85.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT	8X$10
COST	1X$5
WORKERS COMPENSATION ASSESSMENT	8X$10
COST	1X$5
WORKERS COMPENSATION ASSESSMENT	8X$10
COST	1X$5
WORKERS COMPENSATION ASSESSMENT	8X$10
COST	1X$5
WORKERS COMPENSATION ASSESSMENT	8X$10
COST	1X$5

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
WORKERS COMPENSATION ASSESSMENT	8X$10							
COST	1X$5							
WORKERS COMPENSATION ASSESSMENT	8X$10							
COST	1X$5							
Department: 4503 - Muni Street Total:		**453,123.00**	**453,123.00**	**0.00**	**0.00**	**0.00**	**453,123.00**	**0.00%**
Expense Total:		**453,123.00**	**453,123.00**	**0.00**	**0.00**	**0.00**	**453,123.00**	**0.00%**
Fund: 216 - Muni Street Total:		**453,123.00**	**453,123.00**	**0.00**	**0.00**	**0.00**	**453,123.00**	**0.00%**
Fund: 295 - Muni Pool								
Expense								
Department: 4803 - Muni Pool								
295-4803-40110	FULL TIME WAGES-MUNI POOL	39,520.00	39,520.00	0.00	0.00	0.00	39,520.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
SUPERVISOR		2,080.00	19.00	39,520.00				
295-4803-40120	TEMPORARY POSITION	100,880.00	100,880.00	0.00	0.00	0.00	100,880.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
SEASONAL		1,040.00	16.00	16,640.00				
SEASONAL		1,040.00	17.00	17,680.00				
SEASONAL		1,040.00	16.00	16,640.00				
SEASONAL		1,040.00	16.00	16,640.00				
SEASONAL		1,040.00	16.00	16,640.00				
SEASONAL		1,040.00	16.00	16,640.00				
295-4803-40125	OVERTIME WAGES-MUNI POOL	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
295-4803-41205	FICA - REGULAR-MUNI POOL	8,653.00	8,653.00	0.00	0.00	0.00	8,653.00	0.00 %
295-4803-41210	FICA - MEDICARE-MUNI POOL	2,024.00	2,024.00	0.00	0.00	0.00	2,024.00	0.00 %
295-4803-41215	PERA-MUNI POOL	4,489.00	4,489.00	0.00	0.00	0.00	4,489.00	0.00 %
295-4803-41225	HEALTH INSURANCE-MUNI POOL	85.00	85.00	0.00	0.00	0.00	85.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
LIFE		1.00	85.00	85.00				
295-4803-41226	RETIREE INSURANCE	1,141.00	1,141.00	0.00	0.00	0.00	1,141.00	0.00 %
295-4803-41240	WORKER'S COMP ASSESSMENT PR	40.00	40.00	0.00	0.00	0.00	40.00	0.00 %

Budget Notes

Subject	**Description**
WORKER'S COMPENSATION ASSESMENT	1X$10
	6X$5

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
WORKER'S COMPENSATION ASSESMENT	1X$10 6X$5							
Department: 4803 - Muni Pool Total:		**158,332.00**	**158,332.00**	**0.00**	**0.00**	**0.00**	**158,332.00**	**0.00%**
Expense Total:		**158,332.00**	**158,332.00**	**0.00**	**0.00**	**0.00**	**158,332.00**	**0.00%**
Fund: 295 - Muni Pool Total:		**158,332.00**	**158,332.00**	**0.00**	**0.00**	**0.00**	**158,332.00**	**0.00%**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING								
Expense								
Department: 3601 - Util Office								
502-3601-40110	FULL TIME WAGES-UTILITY OFFICE	237,120.00	237,120.00	0.00	0.00	0.00	237,120.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
UTILITY BILLING CLERK		2,080.00	15.00	31,200.00				
UTILITY BILLING CLERK		2,080.00	17.00	35,360.00				
UTILITY BILLING CUSTOMER SERVICE/COLLECTOR		2,080.00	19.00	39,520.00				
UTILITY MANGER		2,080.00	36.00	74,880.00				
UTILITY SUPERVISOR		2,080.00	27.00	56,160.00				
502-3601-40125	OVERTIME WAGES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
502-3601-41205	FICA-REGULAR-UTILITY OFFICE	14,336.00	14,336.00	0.00	0.00	0.00	14,336.00	0.00 %
502-3601-41210	FICA-MEDICARE-UTILITY OFFICE	3,353.00	3,353.00	0.00	0.00	0.00	3,353.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
502-3601-41215	PERA-UTILITY OFFICE	26,871.00	26,871.00	0.00	0.00	0.00	26,871.00	0.00 %
502-3601-41225	HEALTH INSURANCE-UTILITY OFFICE	36,952.00	36,952.00	0.00	0.00	0.00	36,952.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	1,909.00	1,909.00
LIFE	1.00	508.00	508.00
MEDICAL	1.00	34,110.00	34,110.00
VISION	1.00	425.00	425.00

502-3601-41226	RETIREE INSURANCE	6,832.00	6,832.00	0.00	0.00	0.00	6,832.00	0.00 %
502-3601-41240	WORKER'S COMP ASSESSMENT PR	50.00	50.00	0.00	0.00	0.00	50.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10
WORKERS COMPENSATION ASSESSMENT COST	5X$10

Department: 3601 - Util Office Total:	**328,514.00**	**328,514.00**	**0.00**	**0.00**	**0.00**	**328,514.00**	**0.00%**
Expense Total:	**328,514.00**	**328,514.00**	**0.00**	**0.00**	**0.00**	**328,514.00**	**0.00%**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING Total:	**328,514.00**	**328,514.00**	**0.00**	**0.00**	**0.00**	**328,514.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 503 - Electric								
Expense								
Department: 3702 - Electric								
503-3702-40110	FULL TIME WAGES-ELECTRIC DIVISION	443,040.00	443,040.00	0.00	0.00	0.00	443,040.00	0.00 %

Budget Detail

Description	Units	Price	Amount
ADMINISTRATIVE ASSISTANT	2,080.00	19.00	39,520.00
APPRENTICE	2,080.00	19.00	39,520.00
APPRENTICE	2,080.00	19.00	39,520.00
CREW CHIEF	2,080.00	37.00	76,960.00
DIRECTOR	2,080.00	49.00	101,920.00
LINEMAN 1	2,080.00	26.00	54,080.00
LINEMAN 2	2,080.00	22.00	45,760.00
LINEMAN 2	2,080.00	22.00	45,760.00

503-3702-40125	OVERTIME WAGES-ELECTRIC DIVISION	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
503-3702-40135	STANDBY WAGES-ELECTRIC DIVISION	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.00 %
503-3702-41205	FICA-REGULAR-ELECTRIC DIVISION	28,788.00	28,788.00	0.00	0.00	0.00	28,788.00	0.00 %
503-3702-41210	FICA-MEDICARE-ELECTRIC DIVISION	6,733.00	6,733.00	0.00	0.00	0.00	6,733.00	0.00 %
503-3702-41215	PERA-ELECTRIC DIVISION	50,305.00	50,305.00	0.00	0.00	0.00	50,305.00	0.00 %
503-3702-41225	HEALTH INSURANCE-ELECTRIC DIVISION	102,852.00	102,852.00	0.00	0.00	0.00	102,852.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	3,241.00	3,241.00
LIFE	1.00	678.00	678.00
MEDICAL	1.00	98,153.00	98,153.00
VISION	1.00	780.00	780.00

503-3702-41226	RETIREE INSURANCE	12,790.00	12,790.00	0.00	0.00	0.00	12,790.00	0.00 %
503-3702-41240	WORKER'S COMP ASSESSMENT PR	80.00	80.00	0.00	0.00	0.00	80.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
WORKERS COMPENSATION ASSESSMENT COST	8X$10							
WORKERS COMPENSATION ASSESSMENT COST	8X$10							
WORKERS COMPENSATION ASSESSMENT COST	8X$10							
WORKERS COMPENSATION ASSESSMENT COST	8X$10							
WORKERS COMPENSATION ASSESSMENT COST	8X$10							
WORKERS COMPENSATION ASSESSMENT COST	8X$10							
WORKERS COMPENSATION ASSESSMENT COST	8X$10							
WORKERS COMPENSATION ASSESSMENT COST	8X$10							
Department: 3702 - Electric Total:		**682,588.00**	**682,588.00**	**0.00**	**0.00**	**0.00**	**682,588.00**	**0.00%**
Expense Total:		**682,588.00**	**682,588.00**	**0.00**	**0.00**	**0.00**	**682,588.00**	**0.00%**
Fund: 503 - Electric Total:		**682,588.00**	**682,588.00**	**0.00**	**0.00**	**0.00**	**682,588.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 504 - Water								
Expense								
Department: 3803 - Water								
504-3803-40110	FULL TIME WAGES-WATER DIVISION	368,160.00	368,160.00	0.00	0.00	0.00	368,160.00	0.00 %

Budget Detail

Description	Units	Price	Amount
ADMINISTRATIVE ASSISTANT 1/2	2,080.00	10.00	20,800.00
COMPLIANCE TESTER/WORK ORDERS	2,080.00	20.00	41,600.00
GENERAL LABORER	2,080.00	18.00	37,440.00
GENERAL LABORER	2,080.00	17.00	35,360.00
GENERAL LABORER	2,080.00	18.00	37,440.00
OPERATOR 1	2,080.00	19.00	39,520.00
OPERATOR 1	2,080.00	23.00	47,840.00
OPERTOR 1	2,080.00	21.00	43,680.00
SUPERVISOR	2,080.00	31.00	64,480.00

Budget Notes

Subject	Description
DIRECTOR WAGES	DO THESE WAGES NEED TO BE IN FOR FY 26/27?
DIRECTOR WAGES	DO THESE WAGES NEED TO BE IN FOR FY 26/27?
DIRECTOR WAGES	DO THESE WAGES NEED TO BE IN FOR FY 26/27?
DIRECTOR WAGES	DO THESE WAGES NEED TO BE IN FOR FY 26/27?
DIRECTOR WAGES	DO THESE WAGES NEED TO BE IN FOR FY 26/27?
DIRECTOR WAGES	DO THESE WAGES NEED TO BE IN FOR FY 26/27?
DIRECTOR WAGES	DO THESE WAGES NEED TO BE IN FOR FY 26/27?
REMOVE DIRECTOR POSITION	REMOVE DIRECTOR POSITION PER GARY 05/05/26
REMOVE DIRECTOR POSITION	REMOVE DIRECTOR POSITION PER GARY 05/05/26
REMOVE DIRECTOR POSITION	REMOVE DIRECTOR POSITION PER GARY 05/05/26

504-3803-40125	OVERTIME WAGES-WATER DIVISION	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00 %
504-3803-40135	STANDBY WAGES-WATER DIVISION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
504-3803-41205	FICA-REGULAR-WATER DIVISION	27,141.00	27,141.00	0.00	0.00	0.00	27,141.00	0.00 %
504-3803-41210	FICA-MEDICARE-WATER DIVISION	6,347.00	6,347.00	0.00	0.00	0.00	6,347.00	0.00 %
504-3803-41215	PERA-WATER DIVISION	42,027.00	42,027.00	0.00	0.00	0.00	42,027.00	0.00 %
504-3803-41225	HEALTH INSURANCE-WATER DIVISION	70,123.00	70,123.00	0.00	0.00	0.00	70,123.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	3,092.00	3,092.00
LIFE	1.00	912.00	912.00
MEDICAL	1.00	65,272.00	65,272.00
VISION	1.00	847.00	847.00

504-3803-41226	RETIREE INSURANCE	10,685.00	10,685.00	0.00	0.00	0.00	10,685.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
504-3803-41240	WORKER'S COMP ASSESSMENT PR	80.00	80.00	0.00	0.00	0.00	80.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10
WORKERS COMPENSATION ASSESSMENT COST	8X$10

Department: 3803 - Water Total:	**555,563.00**	**555,563.00**	**0.00**	**0.00**	**0.00**	**555,563.00**	**0.00%**
Expense Total:	**555,563.00**	**555,563.00**	**0.00**	**0.00**	**0.00**	**555,563.00**	**0.00%**
Fund: 504 - Water Total:	**555,563.00**	**555,563.00**	**0.00**	**0.00**	**0.00**	**555,563.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 505 - Solid Waste								
Expense								
Department: 3904 - Solid Waste								
505-3904-40110	FULL TIME WAGES-SOLID WASTE DIVI	655,200.00	655,200.00	0.00	0.00	0.00	655,200.00	0.00 %

Budget Detail

Description	Units	Price	Amount
SANITATION ADMIN ASSISTANT	2,080.00	20.00	41,600.00
SANITATION COLLECTOR/DRIVER	2,080.00	25.00	52,000.00
SANITATION COLLECTOR/DRIVER	2,080.00	20.00	41,600.00
SANITATION COLLECTOR/DRIVER	2,080.00	20.00	41,600.00
SANITATION COLLECTOR/DRIVER	2,080.00	18.00	37,440.00
SANITATION COLLECTOR/DRIVER	2,080.00	19.00	39,520.00
SANITATION COLLECTOR/DRIVER	2,080.00	19.00	39,520.00
SANITATION COLLECTOR/DRIVER	2,080.00	20.00	41,600.00
SANITATION COLLECTOR/DRIVER	2,080.00	19.00	39,520.00
SANITATION DIRECTOR	2,080.00	47.00	97,760.00
SANITATION ENGINEER	2,080.00	21.00	43,680.00
SANITATION FOREMAN	2,080.00	22.00	45,760.00
SANITATION SCALE HOUSE ATTENDANT	2,080.00	17.00	35,360.00
SANITATION SUPERVISOR	2,080.00	28.00	58,240.00

505-3904-40125	OVERTIME WAGES-SOLID WASTE DIV	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00 %

Budget Notes

Subject	Description
OVERTIME INCREASE	OVERTIME INCREASE IS NEED FOR EARTH/DUMP DAYS
OVERTIME INCREASE	OVERTIME INCREASE IS NEED FOR EARTH/DUMP DAYS
OVERTIME INCREASE	OVERTIME INCREASE IS NEED FOR EARTH/DUMP DAYS
OVERTIME INCREASE	OVERTIME INCREASE IS NEED FOR EARTH/DUMP DAYS
OVERTIME INCREASE	OVERTIME INCREASE IS NEED FOR EARTH/DUMP DAYS
OVERTIME INCREASE	OVERTIME INCREASE IS NEED FOR EARTH/DUMP DAYS
OVERTIME INCREASE	OVERTIME INCREASE IS NEED FOR EARTH/DUMP DAYS
OVERTIME INCREASE	OVERTIME INCREASE IS NEED FOR EARTH/DUMP DAYS

505-3904-41205	FICA-REGULAR-SOLID WASTE DIVISION	37,768.00	37,768.00	0.00	0.00	0.00	37,768.00	0.00 %
505-3904-41210	FICA-MEDICARE-SOLID WASTE DIVISION	8,811.00	8,811.00	0.00	0.00	0.00	8,811.00	0.00 %
505-3904-41215	PERA-SOLID WASTE DIVISION	70,937.00	70,937.00	0.00	0.00	0.00	70,937.00	0.00 %
505-3904-41225	HEALTH INSURANCE-SOLID WASTE DIV	222,339.00	222,339.00	0.00	0.00	0.00	222,339.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	7,779.00	7,779.00
LIFE	1.00	1,101.00	1,101.00
MEDICAL	1.00	211,788.00	211,788.00

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
VISION		1.00 1,671.00	1,671.00					
505-3904-41226	RETIREE INSURANCE	18,035.00	18,035.00	0.00	0.00	0.00	18,035.00	0.00 %
505-3904-41240	WORKER'S COMP ASSESSMENT PR	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10
WORKERS COMPENSATION ASSESSMENT COST	13X$10

Department: 3904 - Solid Waste Total:	**1,022,390.00**	**1,022,390.00**	**0.00**	**0.00**	**0.00**	**1,022,390.00**	**0.00%**
Expense Total:	**1,022,390.00**	**1,022,390.00**	**0.00**	**0.00**	**0.00**	**1,022,390.00**	**0.00%**
Fund: 505 - Solid Waste Total:	**1,022,390.00**	**1,022,390.00**	**0.00**	**0.00**	**0.00**	**1,022,390.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 506 - WWTP								
Expense								
Department: 4005 - WWTP								
506-4005-40110	FULL TIME WAGES-WASTEWATER DIVISION	235,040.00	235,040.00	0.00	0.00	0.00	235,040.00	0.00 %

Budget Detail

Description	Units	Price	Amount
ADMINISTRAVTIVE ASSISTANT 1/2	2,080.00	10.00	20,800.00
GENERAL LABORER	2,080.00	17.00	35,360.00
GENERAL LABORER	2,080.00	17.00	35,360.00
GENERAL LABORER	2,080.00	17.00	35,360.00
OPERTOR 1	2,080.00	21.00	43,680.00
SUPERVISOR	2,080.00	31.00	64,480.00

Budget Notes

Subject	Description
REMOVE DIRECTOR POSITION	REMOVE DIRECTOR POSITION PER GARY 05/05/26
REMOVE DIRECTOR POSITION	REMOVE DIRECTOR POSITION PER GARY 05/05/26
REMOVE DIRECTOR POSITION	REMOVE DIRECTOR POSITION PER GARY 05/05/26

506-4005-40125	OVERTIME WAGES-WASTEWATER DIVISION	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
506-4005-40135	STANDBY WAGES-WASTEWATER DIVISION	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
506-4005-41205	FICA-REGULAR-WASTEWATER DIVISION	16,543.00	16,543.00	0.00	0.00	0.00	16,543.00	0.00 %
506-4005-41210	FICA-MEDICARE-WASTEWATER DIVISION	3,869.00	3,869.00	0.00	0.00	0.00	3,869.00	0.00 %
506-4005-41215	PERA-WASTEWATER DIVISION	31,485.00	31,485.00	0.00	0.00	0.00	31,485.00	0.00 %
506-4005-41225	HEALTH INSURANCE-WASTEWATER DIV	119,066.00	119,066.00	0.00	0.00	0.00	119,066.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	4,231.00	4,231.00
LIFE	1.00	466.00	466.00
MEDICAL	1.00	113,553.00	113,553.00
VISION	1.00	816.00	816.00

506-4005-41226	RETIREE INSURANCE	8,005.00	8,005.00	0.00	0.00	0.00	8,005.00	0.00 %
506-4005-41240	WORKER'S COMP ASSESSMENT PR	70.00	70.00	0.00	0.00	0.00	70.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10
WORKERS COMPENSATION ASSESSMENT COST	6X$10

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
WORKERS COMPENSATION ASSESSMENT COST	6X$10							
WORKERS COMPENSATION ASSESSMENT COST	6X$10							
WORKERS COMPENSATION ASSESSMENT COST	6X$10							
WORKERS COMPENSATION ASSESSMENT COST	6X$10							
WORKERS COMPENSATION ASSESSMENT COST	6X$10							
WORKERS COMPENSATION ASSESSMENT COST	6X$10							
WORKERS COMPENSATION ASSESSMENT COST	6X$10							
WORKERS COMPENSATION ASSESSMENT COST	6X$10							
WORKERS COMPENSATION ASSESSMENT COST	6X$10							
WORKERS COMPENSATION ASSESSMENT COST	6X$10							
Department: 4005 - WWTP Total:		**449,078.00**	**449,078.00**	**0.00**	**0.00**	**0.00**	**449,078.00**	**0.00%**
Expense Total:		**449,078.00**	**449,078.00**	**0.00**	**0.00**	**0.00**	**449,078.00**	**0.00%**
Fund: 506 - WWTP Total:		**449,078.00**	**449,078.00**	**0.00**	**0.00**	**0.00**	**449,078.00**	**0.00%**
Fund: 508 - Golf Course								
Expense								
Department: 4303 - Golf Course								
508-4303-40110	FULL TIME WAGES	116,480.00	116,480.00	0.00	0.00	0.00	116,480.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
MAINTENANCE TECH II		2,080.00	18.00	37,440.00				
MAINTENANCE TECH II		2,080.00	18.00	37,440.00				
OPERATOR		2,080.00	20.00	41,600.00				
508-4303-40115	PART - TIME WAGES	48,880.00	48,880.00	0.00	0.00	0.00	48,880.00	0.00 %
Budget Detail								
Description		**Units**	**Price**	**Amount**				
MAINTENANCE TECH I		1,040.00	15.00	15,600.00				
MAINTENANCE TECH I		1,040.00	16.00	16,640.00				
SEASONAL		1,040.00	16.00	16,640.00				
508-4303-40125	OVERTIME WAGES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
508-4303-41205	FICA - REGULAR	8,741.00	8,741.00	0.00	0.00	0.00	8,741.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
508-4303-41210	FICA - MEDICARE	2,044.00	2,044.00	0.00	0.00	0.00	2,044.00	0.00 %
508-4303-41215	PERA	16,636.00	16,636.00	0.00	0.00	0.00	16,636.00	0.00 %
508-4303-41225	HEALTH INSURANCE	25,975.00	25,975.00	0.00	0.00	0.00	25,975.00	0.00 %

Budget Detail

Description	Units	Price	Amount
DENTAL	1.00	720.00	720.00
LIFE	1.00	254.00	254.00
MEDICAL	1.00	24,766.00	24,766.00
VISION	1.00	235.00	235.00

508-4303-41226	RETIREE INSURANCE	4,673.00	4,673.00	0.00	0.00	0.00	4,673.00	0.00 %
508-4303-41240	WORKER'S COMP ASSESSMENT PR	55.00	55.00	0.00	0.00	0.00	55.00	0.00 %

Budget Notes

Subject	Description
WORKERS COMPENSATION ASSESSMENT	5X$10
COST	1X$5
WORKERS COMPENSATION ASSESSMENT	5X$10
COST	1X$5
WORKERS COMPENSATION ASSESSMENT	5X$10
COST	1X$5
WORKERS COMPENSATION ASSESSMENT	5X$10
COST	1X$5
WORKERS COMPENSATION ASSESSMENT	5X$10
COST	1X$5
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COST	1X$5
WORKERS COMPENSATION ASSESSMENT	5X$10
COST	1X$5
WORKERS COMPENSATION ASSESSMENT	5X$10
COST	1X$5
WORKERS COMPENSATION ASSESSMENT	5X$10
COST	1X$5

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
WORKERS COMPENSATION ASSESSMENT COST	5X$10 1X$5							
Department: 4303 - Golf Course Total:		225,484.00	225,484.00	0.00	0.00	0.00	225,484.00	0.00%
Expense Total:		225,484.00	225,484.00	0.00	0.00	0.00	225,484.00	0.00%
Fund: 508 - Golf Course Total:		225,484.00	225,484.00	0.00	0.00	0.00	225,484.00	0.00%
Report Total:		8,726,800.00	8,726,800.00	0.00	0.00	0.00	8,726,800.00	0.00%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - General							
Expense							
1000 - Governing Body	67,174.00	67,174.00	0.00	0.00	0.00	67,174.00	0.00%
1001 - City Clerk	245,011.00	245,011.00	0.00	0.00	0.00	245,011.00	0.00%
1003 - City Manager	431,040.00	431,040.00	0.00	0.00	0.00	431,040.00	0.00%
1004 - Finance	457,595.00	457,595.00	0.00	0.00	0.00	457,595.00	0.00%
1006 - ANIMAL SHELTER	222,370.00	222,370.00	0.00	0.00	0.00	222,370.00	0.00%
1007 - Police	1,835,304.00	1,835,304.00	0.00	0.00	0.00	1,835,304.00	0.00%
1008 - Animal Control	205,275.00	205,275.00	0.00	0.00	0.00	205,275.00	0.00%
1009 - Parks	294,592.00	294,592.00	0.00	0.00	0.00	294,592.00	0.00%
1010 - Community Dev	155,013.00	155,013.00	0.00	0.00	0.00	155,013.00	0.00%
1013 - Community Services	134,897.00	134,897.00	0.00	0.00	0.00	134,897.00	0.00%
1014 - Facility Man	383,020.00	383,020.00	0.00	0.00	0.00	383,020.00	0.00%
1016 - Library	317,885.00	317,885.00	0.00	0.00	0.00	317,885.00	0.00%
1018 - Utility & Ins	31,500.00	31,500.00	0.00	0.00	0.00	31,500.00	0.00%
Expense Total:	**4,780,676.00**	**4,780,676.00**	**0.00**	**0.00**	**0.00**	**4,780,676.00**	**0.00%**
Fund: 101 - General Total:	**4,780,676.00**	**4,780,676.00**	**0.00**	**0.00**	**0.00**	**4,780,676.00**	**0.00%**
Fund: 214 - Lodgers Tax							
Expense							
2503 - Lodgers Tax	71,052.00	71,052.00	0.00	0.00	0.00	71,052.00	0.00%
Expense Total:	**71,052.00**	**71,052.00**	**0.00**	**0.00**	**0.00**	**71,052.00**	**0.00%**
Fund: 214 - Lodgers Tax Total:	**71,052.00**	**71,052.00**	**0.00**	**0.00**	**0.00**	**71,052.00**	**0.00%**
Fund: 216 - Muni Street							
Expense							
4503 - Muni Street	453,123.00	453,123.00	0.00	0.00	0.00	453,123.00	0.00%
Expense Total:	**453,123.00**	**453,123.00**	**0.00**	**0.00**	**0.00**	**453,123.00**	**0.00%**
Fund: 216 - Muni Street Total:	**453,123.00**	**453,123.00**	**0.00**	**0.00**	**0.00**	**453,123.00**	**0.00%**
Fund: 295 - Muni Pool							
Expense							
4803 - Muni Pool	158,332.00	158,332.00	0.00	0.00	0.00	158,332.00	0.00%
Expense Total:	**158,332.00**	**158,332.00**	**0.00**	**0.00**	**0.00**	**158,332.00**	**0.00%**
Fund: 295 - Muni Pool Total:	**158,332.00**	**158,332.00**	**0.00**	**0.00**	**0.00**	**158,332.00**	**0.00%**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING							
Expense							
3601 - Util Office	328,514.00	328,514.00	0.00	0.00	0.00	328,514.00	0.00%

Department		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
	Expense Total:	328,514.00	328,514.00	0.00	0.00	0.00	328,514.00	0.00%
	Fund: 502 - UTILITY OFFICE-UTILITY BILLING Total:	328,514.00	328,514.00	0.00	0.00	0.00	328,514.00	0.00%
Fund: 503 - Electric								
Expense								
3702 - Electric		682,588.00	682,588.00	0.00	0.00	0.00	682,588.00	0.00%
	Expense Total:	682,588.00	682,588.00	0.00	0.00	0.00	682,588.00	0.00%
	Fund: 503 - Electric Total:	682,588.00	682,588.00	0.00	0.00	0.00	682,588.00	0.00%
Fund: 504 - Water								
Expense								
3803 - Water		555,563.00	555,563.00	0.00	0.00	0.00	555,563.00	0.00%
	Expense Total:	555,563.00	555,563.00	0.00	0.00	0.00	555,563.00	0.00%
	Fund: 504 - Water Total:	555,563.00	555,563.00	0.00	0.00	0.00	555,563.00	0.00%
Fund: 505 - Solid Waste								
Expense								
3904 - Solid Waste		1,022,390.00	1,022,390.00	0.00	0.00	0.00	1,022,390.00	0.00%
	Expense Total:	1,022,390.00	1,022,390.00	0.00	0.00	0.00	1,022,390.00	0.00%
	Fund: 505 - Solid Waste Total:	1,022,390.00	1,022,390.00	0.00	0.00	0.00	1,022,390.00	0.00%
Fund: 506 - WWTP								
Expense								
4005 - WWTP		449,078.00	449,078.00	0.00	0.00	0.00	449,078.00	0.00%
	Expense Total:	449,078.00	449,078.00	0.00	0.00	0.00	449,078.00	0.00%
	Fund: 506 - WWTP Total:	449,078.00	449,078.00	0.00	0.00	0.00	449,078.00	0.00%
Fund: 508 - Golf Course								
Expense								
4308 - Golf Course		225,484.00	225,484.00	0.00	0.00	0.00	225,484.00	0.00%
	Expense Total:	225,484.00	225,484.00	0.00	0.00	0.00	225,484.00	0.00%
	Fund: 508 - Golf Course Total:	225,484.00	225,484.00	0.00	0.00	0.00	225,484.00	0.00%
	Report Total:	8,726,800.00	8,726,800.00	0.00	0.00	0.00	8,726,800.00	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101 - General	4,780,676.00	4,780,676.00	0.00	0.00	0.00	4,780,676.00	0.00%
214 - Lodgers Tax	71,052.00	71,052.00	0.00	0.00	0.00	71,052.00	0.00%
216 - Muni Street	453,123.00	453,123.00	0.00	0.00	0.00	453,123.00	0.00%
295 - Muni Pool	158,332.00	158,332.00	0.00	0.00	0.00	158,332.00	0.00%
502 - UTILITY OFFICE-UTILITY BIL	328,514.00	328,514.00	0.00	0.00	0.00	328,514.00	0.00%
503 - Electric	682,588.00	682,588.00	0.00	0.00	0.00	682,588.00	0.00%
504 - Water	555,563.00	555,563.00	0.00	0.00	0.00	555,563.00	0.00%
505 - Solid Waste	1,022,390.00	1,022,390.00	0.00	0.00	0.00	1,022,390.00	0.00%
506 - WWTP	449,078.00	449,078.00	0.00	0.00	0.00	449,078.00	0.00%
508 - Golf Course	225,484.00	225,484.00	0.00	0.00	0.00	225,484.00	0.00%
Report Total:	**8,726,800.00**	**8,726,800.00**	**0.00**	**0.00**	**0.00**	**8,726,800.00**	**0.00%**

Department: 1011 - Streets

216-4503-10117	PY-26 - EOY Projected Cash Balance	$	1,250,000.00
Daniels Street	Milling/2" fill	$	25,000.00
Foch Street	Crack seal repair and Seal Coat	$	40,000.00
Copper Street	2" Mill and Fill Broadway to Veater	$	140,000.00
Sweeper Down Payment		$	40,000.00
TAP - Match Funds	Sidewalk improvement Project	$	81,000.00
		$	326,000.00 From Cash Balance
		$	924,000.00

	Revenue				
	GF - Transfer		$	300,000.00	
216-4503-30313	Streets 1/4% GRT	700000	$	725,000.00	0
216-4503-30324	GASOLINE(1CT)STREET/ROAD-STREET MNT	80000		80,000.00	0
216-4503-36373	INTEREST INCOME	500		500	0
			$	1,105,500.00	
	Expense				
101-1011-40110	FULL TIME WAGES-STREET DEPT	306800		306,800.00	0
101-1011-40125	OVERTIME WAGES-STREET DEPT	3000		3,000.00	0
101-1011-41205	FICA-REGULAR-STREET DEPT	22170		22,170.00	0
101-1011-41210	FICA-MEDICARE-STREET DEPT	5185		5,185.00	0
101-1011-41215	PERA-STREET DEPT	42194		42,194.00	0
101-1011-41225	HEALTH INSURANCE-STEET DEPT	70931		70,931.00	0
101-1011-41226	RETIREE INSURANCE	10727		10,727.00	0
101-1011-41235	UNEMPLOYMENT INS- GSD HR STEET DEPT	2400		2,400.00	0
101-1011-41240	WORKER'S COMP ASSESSMENT PR	85		85	0
101-1011-41785	WORKER'S COMP. PREMIUMS NMSIF	3400		3,400.00	0
101-1011-43775	TELEPHONE	2000		2,000.00	0
101-1011-44606	OFFICE SUPPLIES	500		500	0
			$	469,392.00	

	Expense					
216-4503-42310		PER DIEM-STREET MAINTENANCE	1500		1,500.00	0
216-4503-42620		UNIFORM LINEN-MUNI STREET FUND	4000		4,000.00	0
216-4503-42720		EMPLOYEE TRAINING-MUNI STREET FUND	10000		10,000.00	0
216-4503-43316		FUEL	45000		45,000.00	0
216-4503-43403		REGULAR BUILDING MAINT	1500		1,500.00	0
216-4503-43465		RENT OF EQUIPMENT	2800		2,800.00	0
216-4503-43550		ROADWAY MAINTENANCE	400000	$	250,000.00	0
216-4503-43770		SUBSCRIPTION & DUES	5550		5,550.00	0
216-4503-43998		INTERCEPT	165000	$	165,000.00 ✓	includes new sweeper ??
216-4503-43999		OPERATING COSTS-ADMIN FEE LOAN	15500		15,500.00 ✓	0
216-4503-44607		FIELD SUPPLIES-STREETS	7000		7,000.00	0
216-4503-44613		NON-CAPITAL ITEMS	3000		3,000.00	0
216-4503-44615		SAFETY EQUIPMENT	6000		6,000.00	0
216-4503-47420		MAINT.VEHICLE/FURN/EQUIP-STREET MAI	35000	$	30,000.00	0
		Dam Safety		$	15,000.00 ✓	
		utilities/Maintenance- TRANSFER		$	75,000.00	
216-4503-80845		CAPITAL IMPROVEMENTS EQUIPMENT	80000	$	50,000.00	0

$ 661,850.00

PY - 26 Project to complete or carry forward- Use 216 Funds On $ 1,131,242.00

$ 898,258.00

Cantrell Dam - Match 50% 2 Required Match - Flood Com. 50% $ 400,000.00 From Cash ✓

$ 498,258.00 PY27 Ending Cash Balance Projection

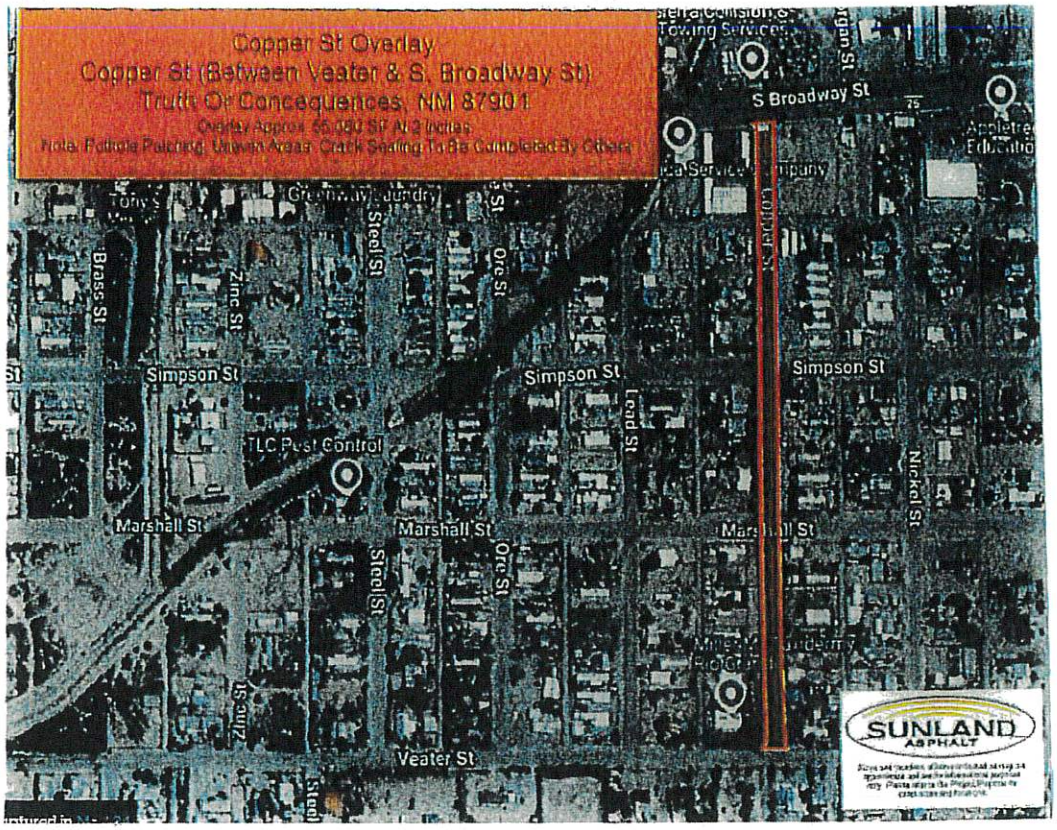
GO Bond Street Projects

Arrowhead (Water cut repair	Bond 1 - Mill and Fill	$	133,500.00
2nd Steet - NMDOT COOP I	Bond 1 - Mill and Fill	$	30,000.00
2nd Street - Pershing NMDC	Bond 1 - MAP Project Mill/Fill C&C	$	70,000.00
Cherry Lane	Bond 2 - Overlay Water Cut Proje	$	120,000.00

SUNLAND ASPHALT
5204 2ND STREET NW, ALBUQUERQUE, NM 87107
PHONE: 505.998.6629 | WWW.SUNLANDASPHALT.COM

To:	City Of Truth Or Consequences	**Contact:**	Buster Smith
Address:	505 Sims St	**Phone:**	575-894-3423
	Truth Or Consequences, NM 87901	**Fax:**	
Project Name:	Arrowhead Rd, Copper St, Ore St Overlay - T Or C NM 2-7-25	**Bid Number:**	NM010823
Project Location:	Various Streets, Truth Or Consequences, NM	**Bid Date:**	2/21/2025

Item Description	Total Price
2 Inch Asphalt Overlay · Mill Asphalt Flush To Adjacent Concrete From XX Inches (depth) To 0 Inches In 4 Foot (width). (Approx. 288 Square Feet). · Power Sweep/clean Asphalt Surface. · Tack Coat Using SS-1H Asphalt Emulsion. (Approx. 19,260 Square Feet). · Overlay Approx. 19,260 Square Feet With 1/2 Inch HMA To An Average Finished Depth Of 2 Inches After Compaction With A Steel Wheeled Vibratory Roller. · This Proposal Is Based On Performing The Work In 1 Section Over 2 Continuous Working Days.	~~$54,891.00~~ Remove — $25,000 Replace w/ Daniels BSW/Sims to Broadway
2 Inch Asphalt Overlay · Mill Asphalt Flush To Adjacent Concrete From 2 Inches (depth) To 0 Inches In 4 Foot (width). (Approx. 55,080 Square Feet). · Power Sweep/clean Asphalt Surface. · Tack Coat Using SS-1H Asphalt Emulsion. (Approx. 55,080 Square Feet). · Overlay Approx. 55,080 Square Feet With 1/2 Inch HMA To An Average Finished Depth Of 2 Inches After Compaction With A Steel Wheeled Vibratory Roller. · This Proposal Is Based On Performing The Work In 1 Section Over 3 Continuous Working Days.	$129,438.00
2 Inch Asphalt Overlay · Mill Asphalt Flush To Adjacent Concrete From XX Inches (depth) To 0 Inches In 4 Foot (width). (Approx. 288 Square Feet). · Power Sweep/clean Asphalt Surface. · Tack Coat Using SS-1H Asphalt Emulsion. (Approx. 56,808 Square Feet). · Overlay Approx. 56,808 Square Feet With 1/2 Inch HMA To An Average Finished Depth Of 2 Inches After Compaction With A Steel Wheeled Vibratory Roller. · This Proposal Is Based On Performing The Work In 1 Sections Over 3 Continuous Working Days. · **Disclaimer: Traffic Control, Patching And Crack Seal Is To Be Completed By Others.**	$133,498.80 ✓
Mill And Pave · Make Necessary Sawcuts. · Mill 15,790 Square Feet Of Existing Asphalt To A Depth Of No More Than 2 Inches. Millings Will Be Hauled Offsite. Proposal Is Based On A 2 Inches Mill Depth. · Fine Grade Existing Base, Add Moisture, And Compact To Grade. · Pave With 1/2 Inch HMA To An Average Finished Depth Of 2 Inches After Compaction With A Steel Wheeled Vibratory Roller. · All Water Valves, Man Holes, Sewer Cleanouts, Water/electrical Boxes Will Be Left At Existing Elevation And Paved Flush With New Asphalt Elevation. · This Proposal Is Based On Performing The Work In 1 Sections Over 2 Continuous Working Days. · *Please Note That Any Tree Branches Or Foliage Hanging Over The Edge Of The Asphalt Perimeter Will Need To Be Cut Back Prior To Start Of Work. Work Area Will Be Roughly 12 Feet Up From Edge Of The Asphalt Perimeter.* · **Disclaimer: Traffic Control, Patching And Crack Seal Is To Be Completed By Others.**	$75,476.20
Pavement Markings W/ Reflectorized Glass Beads · Stripe 8 Each Cross Walk Bars (8ft X 2ft) Using Reflectorized White Latex Traffic Paint. · **All Pavement Striping To Be Applied With Two (2) Coats Of Paint. Both Coats To Be Applied In The Same Mobilization.**	$1,750.00


Copper St Overlay
Copper St (Between Veater & S. Broadway St)
Truth Or Consequences, NM 87901
Overlay Approx. 65,000 SF At 2 Inches
Note: Pothole Patching, Uneven Areas, Crack Sealing To Be Completed By Others
S Broadway St
Copper St
Simpson St
Marshall St
Veater St
Brass St
Zinc St
Steel St
Ore St
Lead St
Nickel St
TLC Pest Control
SUNLAND
ASPHALT


Ore St Overlay
Ore St (Between Veater & Marshall St)
Truth Or Concequences, NM 87901
Overlay Approx. 19,260 SF At 2 Inches
Pothole Patching, Uneven Areas, Crack Sealing To Be Completed By Others
Marshall St
Marshall St
Marshall St
Lead St
Ore St
Steel St
Steel St
Veater St
Veater St
Veater St
SUNLAND
ASPHALT


Arrowhead Overlay
Arrowheard Rd (Between Arrowhead Rd & Caballo Rd)
Truth Or Consequences, NM 87901
Overlay Approx 56,808 SF At 2 Inches
Caballo Rd
Desert Springs Lutheran Church
Arrowhead Rd
Cherry Ln
E 2nd Ave
E 2nd Ave
Hacienda Oracillo Management
Rio Abajo Apartments
S Silver St
S Arrowhead Rd
East Riverside Dr
East Riverside Dr
Ploen Ln
SUNLAND ASPHALT

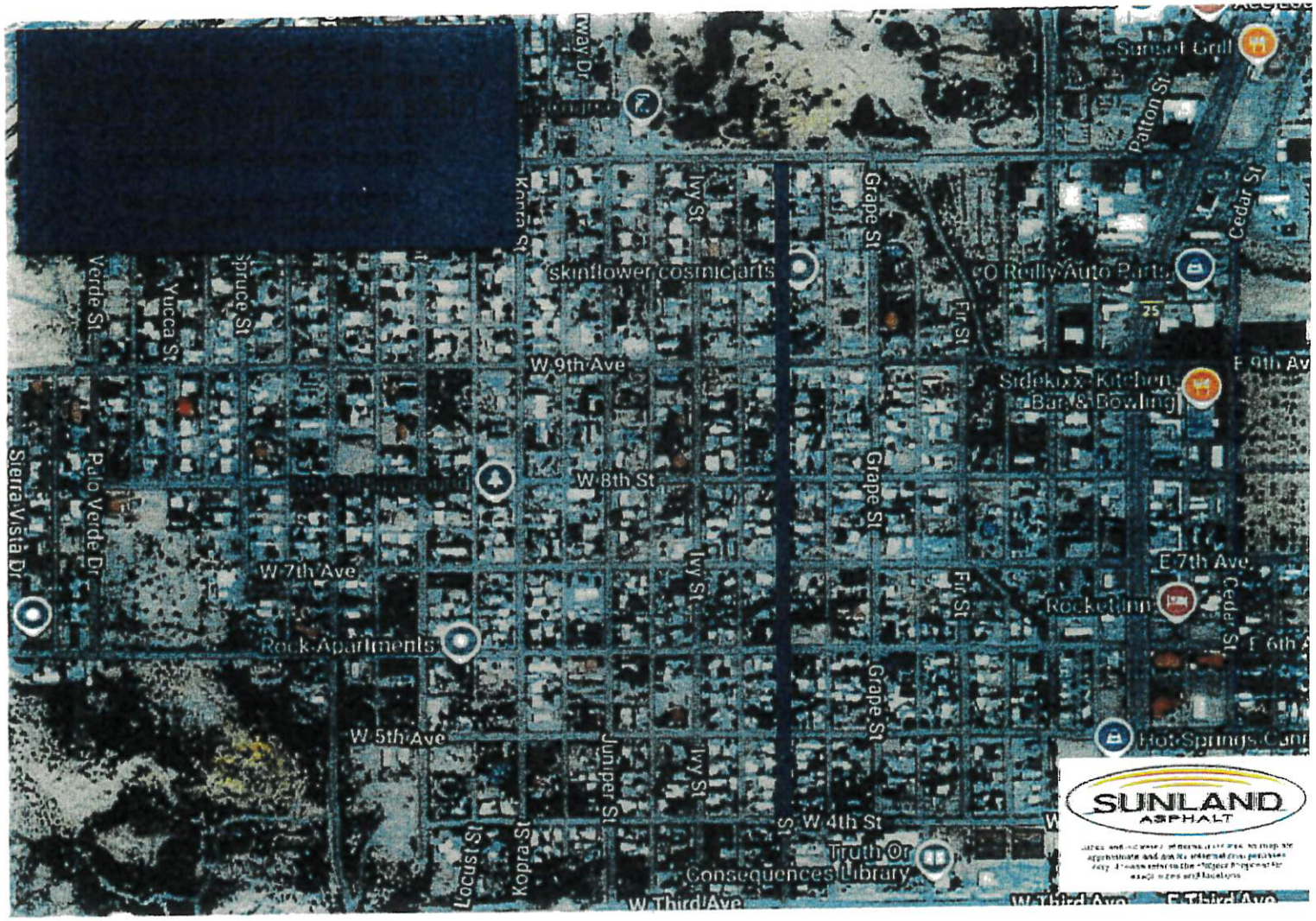
SUNLAND ASPHALT
5204 2ND STREET NW, ALBUQUERQUE, NM 87107
PHONE: 505.998.6629 | WWW.SUNLANDASPHALT.COM

To:	City Of Truth Or Consequences	Contact:	Buster Smith
Address:	505 Sims St	Phone:	575-894-3423
	Truth Or Consequences, NM 87901	Fax:	
Project Name:	Foch St Crack Seal 2-7-25	Bid Number:	NM010819
Project Location:	Foch St,, Truth Or Concequences, NM	Bid Date:	2/20/2025

Item Description	Total Price
(Hot) Rubberized Crack Seal • Power Clean With High Volume Air As Needed And Seal All Cracks 1/4 Inch And Larger With Crafco Polyflex III Crack Sealant Up To 5,000 Lbs. (Alligatored Areas Not Included.) Additional Pounds Placed Above This Quantity Will Require Additional Charges. • This Proposal Is Based On Performing The Work In 1 Section Over 1 Continuous Working Day.	$13,900.000
Apply Sealcoat • Power Sweep/clean Asphalt Surface. • Furnish And Apply Two (2) Coats Of PMM Sealer By Spray-Spray Application On Approximately 111,701 Square Feet. (Adhesion Or Bonding Of Seal Coat Materials Is Not Warranted In Areas Exposed To Automotive Fluids And/or Other Spills.) • This Proposal Is Based On Performing The Work In 1 Section Over 1 Continuous Working Day.	$20,106.180
Traffic Control And Barricading	$3,030.000
Bid Price Subtotal:	**$37,036.180**
Total Truth Or Consequences NM 8.3750%:	**$3,101.780**
Total Bid Price:	**$40,137.960**

Notes:

- **Payment And Performance Bond Is Included In Existing Pricing - $185.24**
- **CES Contract # 2023-08-C319-ALL**
- **IMPORTANT NOTICE:**
  In order to hold pricing, this proposal must be signed and returned within 15 days from the bid date specified above. Due to the pricing volatility of our industry at the moment, Sunland reserves the right to update pricing at any time prior to start of work.
- Sunland will provide a phasing plan to our point of contact if requested, but Sunland Asphalt is **not responsible for notifying residents, tenants, or customers**. If vehicles are not moved prior to the start each phase, Sunland Asphalt will require additional cost for towing and/or crew downtime. Please refer to towing selection form at time of scheduling for more information.
- No permits, fees, bonds, testing, concrete, striping bumper blocks, signs (No signage of any kind, electrical signs of any kind, barricades, stop signs, handicap signage, warning or beware signs) weed killers, water meter, or staking in price unless noted in contract. There will be an extra charge based on time and material for the removal and replacement of dirt or soil if hardpan or caliche is found unless otherwise noted. Additional charges may be applied resulting from circumstances beyond the control of Sunland Asphalt which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, trailers, sprinklers, vandalism, etc.). Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal. Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines, irrigation lines, sensor loops or any other underground obstruction not buried to a depth less than 18" below the existing finished grade.
- -Additional (downtime/mobilization) charges may result from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.)
  -If too windy to spray apply, contractor may elect to squeegee apply the sealer.
- Materials and workmanship are warranted for a period of (1) year. Crack seal and separations due to freeze/thaw cycles and pavement shrinkage are a normal condition and not covered by the warranty. Consequently, this work will not be repaired by Sunland Asphalt.


Sunset Grill
Patton St
Cedar St
Kopra St
Ivy St
Grape St
Skinflower cosmic arts
O'Reilly Auto Parts
Fir St
25
W 9th Ave
E 9th Av
Sidekickz Kitchen Bar & Bowling
W 8th St
Yucca St
Spruce St
Verde St
Palo Verde Dr
Sierra Vista Dr
W 7th Ave
E 7th Ave
Rocket Inn
Rock Apartments
E 6th A
W 5th Ave
Juniper St
Locust St
W 4th St
Truth Or Consequences Library
Hot Springs Canr
W Third Ave
E Third Ave
SUNLAND
ASPHALT

Sandy Jones Contractor 34 Yippie Calle Rd Williamsburg, NM 87942
sandyjones1@windstream.net (575) 740-2322
NMCL-368485 GB,GA EE-98 GF-2,4, 5

Quotation Project City of Truth or Consequences Daniels Street Rehab. ATT Gary Whitehead Manager

Item #	Description	Unit	Quantity	Unit Price	Total Unit Price	Comments
1	Mill, Grade and Pave 3" SP-IV	Lump Sum	1	19,500.00	$19,500.00	Remove existing asphalt from curb line to curb line full depth. Blade and reshape existing sub-grade to normal crown section. Place 3' NMDOT SP-IV HMA.
2					$0.00	
3					$0.00	
4					$0.00	
5					$0.00	
6					$0.00	
					$0.00	
7					$0.00	
8					$0.00	
9					$0.00	
10					$0.00	
11						
12					$0.00	
13	Sub-Total				$19,500.00	
14	NMGRT			8.3750%	$1,633.13	
15	Total Quote				$21,133.13	

1/16/2026

Bond #	Bond Proceeds	Bond Start Date	5% Date (6 months from Start)	Required Spend 5%	85% Date (3 years from Start)	Required Spend 85%	Balance to spend w/o Time requirements	Water/Waste Water 66%	Roads 34%
Bond 1	$ 750,000.00	4/1/2023	9/28/2023	$ 37,500.00	3/31/2026	$ 637,500.00	$ 112,500.00	$ 495,000.00	$ 255,000.00
				$ 39,572.01		$ 750,000.00		$ 495,000.00	$ 255,000.00
								$ -	$ 0.00

Date	Payment	VENDOR	Financial Requirement	Department	Project Description	Notes
5/19/2023	$ 19,572.01	Bosque Advisors LLC	5% Requirement		Bond sale fee	
5/19/2023	$ 20,000.00	Modrall Sperling	5% Requirement		Bond sale fee	
9/17/2024	$ 161,657.34	Smithco	85% Requirement	Water	Tungsten alley waterline project	
12/16/2024	$ 11,379.38	Smithco	85% Requirement	Wastewater	Effluent pond repairs	
1/16/2025	$ 25,847.44	Smithco	85% Requirement	Water	6th and Ash waterline repair	
Mar-25			85% Requirement	Water	6th and Ash street repair - Street Department	
	$ 133,500.00	Sunland Ashphalt (CES)	85% Requirement	Streets	Arrowhead-Caballo Rd to S. Arrowhead 2" overlay (waterline)	
	$ 12,000.00		85% Requirement	Wastewater	Rebuild backup motor for vac system	
	$ 63,000.00	Smithco	85% Requirement	Water	SCADA Well#8 Controls	All wells on line SCADA
	$ 121,500.00	CITY CREW	85% Requirement	Streets	2nd Street - Date to Ash St.	
	$ 221,115.84	Smithco	85% Requirement	Water	Cherry Lane line Replacement	

Total Exp $ **789,572.01**
Bond Bal: $ **(39,572.01) Bond Fees**

Bond #	Bond Proceeds	Bond Start Date	5% Date (6 months from Start)	Required Spend 5%	85% Date (3 years from Start)	Required Spend 85%	Balance to spend w/o Time requirements	Water/Waste Water 66%	Roads 34%
Bond 2	$ 750,000.00	6/1/2024	11/28/2024	$ 37,500.00	6/1/2027	$ 637,500.00	$ 112,500.00	$ 495,000.00	$ 255,000.00
				$ 75,000.00		$ 675,000.00		$ 445,000.00	$ 255,000.00
								$ 50,000.00	$ 0.00

	Date		Payment	VENDOR	Financial Requirement	Department	Project Description	Notes
5%	11/1/2025	$	75,000.00	Incumbered - CDBG Water meter	5%	Water	CDBG match req. water meter replacement	
5%		$	-					
85%	3/1/2026	$	30,540.00	Incumbered - Colonias headworks	85%	wastewater	Colonias Headworks project - match	
85%	3/1/2026	$	30,540.00	Incumbered - Colonias headworks	85%	wastewater	Colonias Headworks project - Pay off loan	
85%		$	180,000.00	Well #2	85%	wastewater	Well #2 - rebuild	
85%		$	152,757.00	CITY CREW	85%	Streets	2nd Street Date to Ash - ($339000 total)	
85%		$	102,243.00	CITY CREW	85%	Streets	Cherry lane 2" overlay	
85%		$	108,920.00	Smithco	85%	wastewater	Hagen Vacuum system line replacement	
85%		$	20,000.00	Engineer Co.	85%	wastewater	Colonias match PER - $19,000/Payoff Loan $19,000	
85%		$	50,000.00		85%	wastewater	Headworks project	
85%								
85%								
85%								
85%								
85%								
85%								
85%								
85%								
85%								

Total Exp	$	750,000.00
Bond Bal:	$	-

Bond #	Bond Proceeds	Bond Start Date	5% Date (6 months from Start)	Required Spend 5%	85% Date (3 years from Start)	Required Spend 85%	Balance to spend w/o Time requirements	Water/Waste Water 66%	Roads 34%
Bond 3	$ 750,000.00	6/6/2025	12/3/2025	$ 37,500.00	6/5/2028	$ 637,500.00	$ 112,500.00	$ 495,000.00	$ 255,000.00
				$ 695,000.00		$ 55,000.00		$ 495,000.00	$ 255,000.00
								$ -	$ 0.00

Date	Payment	VENDOR	Financial Requirement	Department	Project Description	Notes
	$ 440,000.00		5% & 85%	Water	Match requirements Colonias - Shovel Ready Project	
	$ 255,000.00			Streets	New projects to be identified	
	$ 55,000.00			Wastewater	Headworks Project	
	$ -					
	$ -					

Total Exp	$	**750,000.00**
Bond Bal:	$	-

Bond #	Bond Proceeds	Bond Start Date	5% Date (6 months from Start)	Required Spend 5%	85% Date (3 years from Start)	Required Spend 85%	Balance to spend w/o Time requirements	Water/Waste Water 66%	Roads 34%
Bond 4	$ 750,000.00	6/1/2026	11/28/2026	$ 37,500.00	5/31/2029	$ 637,500.00	$ 112,500.00	$ 495,000.00	$ 255,000.00
				$ 500,000.00		$ 250,000.00		$ 250,000.00	
								$ 245,000.00	$ 255,000.00

Date	Payment	VENDOR	Financial Requirement	Department	Project Description	Notes
	$ 250,000.00		5%	Wastewater	Headworks - Weirs rebuild AO - Compliance	
	$ 250,000.00			Water		
	$ 250,000.00			Streets		
	$ -					
	$ -					

Total Exp	$	750,000.00
Bond Bal:	$	-

25-26 Gross Receipts Tax Actuals for 10 Months

Grand Totals For Verification of Accuracy of Entries:

Revenues Recorded to Individual G/L Accounts	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	June 2026		Year to Date
101-1099-3(Interstate Telecc	273.50	271.38	381.26	251.01	353.91	308.31	271.04	252.48	325.03	323.82	0.00	0.00		3,011.74
101-1099-3(Hospital	48,383.23	40,628.85	37,219.93	38,310.07	38,006.42	41,735.06	39,747.12	60,322.55	37,605.57	47,354.34	0.00	0.00		429,313.12
101-1099-3(Mun. GRT	209,660.68	176,058.35	161,286.35	166,010.29	164,694.47	180,851.91	172,237.49	261,397.73	162,957.47	205,202.14	0.00	0.00		1,860,356.87
Total PD GR Total PD GRT	64,510.98	54,171.80	49,626.57	51,080.09	50,675.22	55,646.74	52,996.15	80,430.07	50,140.76	63,139.12	0.00	0.00	##	
101-1099-3(1/4% GF	32,255.49	27,085.90	24,813.28	25,540.05	25,337.61	27,823.37	26,498.08	40,215.03	25,070.38	31,569.56	$ -	0.00		286,208.75
296-2403-1(1/4% Police	32,255.49	27,085.90	24,813.28	25,540.05	25,337.61	27,823.37	26,498.08	40,215.03	25,070.38	31,569.56				286,208.75
101-1099-3(NM GRT - Muni	273,150.95	227,664.96	202,354.84	207,785.09	208,609.32	228,540.18	218,179.34	326,974.19	204,196.94	258,070.43	0.00	0.00		2,355,526.24
216-4503-3(Street 1/4%	64,510.98	54,171.80	49,626.57	51,080.09	50,675.22	55,646.74	52,996.15	80,430.07	50,140.76	63,139.12	0.00	0.00		572,417.50
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
TOTAL REVENUE	725,001.29	607,138.92	550,122.08	565,596.74	563,689.78	618,375.68	589,423.44	890,237.15	555,507.30	700,368.08	0.00	0.00		5,793,042.97

Cash Recorded to Individual G/L Accounts

101-1099-1(Interstate Telecc	273.50	271.38	381.26	251.01	353.91	308.31	271.04	252.48	325.03	323.82	0.00	0.00	3,011.74
101-1099-1(Hospital	47,159.39	39,631.59	36,325.06	37,374.64	37,069.41	40,691.55	38,778.82	58,736.28	36,682.24	46,132.70	0.00	0.00	418,581.68
101-1099-1(Mun. GRT	203,093.39	170,472.90	156,144.61	160,692.77	159,370.09	175,066.04	166,777.54	253,259.90	157,692.35	198,644.36	0.00	0.00	1,801,213.95
101-1099-1(1/4% Police - PD	32,255.49	27,085.90	24,813.28	25,540.05	25,337.61	27,823.37	26,498.08	40,215.03	25,070.38	31,569.56	0.00	0.00	286,208.75
296-2403-1(1/4% Police - GF	32,255.49	27,085.90	24,813.28	25,540.05	25,337.61	27,823.37	26,498.08	40,215.03	25,070.38	31,569.56	0.00	0.00	286,208.75
101-1099-1(NM GRT - Muni	250,327.66	204,841.67	179,531.55	184,961.80	185,786.03	205,716.89	195,356.05	304,150.90	181,373.65	235,247.14	(22,823.29)	(22,823.29)	2,081,646.76
216-4503-1(Street 1/4%	52,782.37	42,745.29	38,336.59	39,736.03	39,329.05	44,158.57	41,608.26	68,218.21	38,812.82	51,413.43	0.00	0.00	457,140.61
													0.00
TOTAL CASH	618,147.28	512,134.62	460,345.65	474,096.34	472,583.72	521,588.10	495,787.87	765,047.84	465,026.85	594,900.56	(22,823.29)	(22,823.29)	5,334,012.24

Enter Values Amount of Chec	616,515.51	510,804.93	459,152.49	472,849.11	471,334.38	520,196.76	494,496.82	762,932.81	463,795.74	593,271.70			5,365,350.25
Enter Values Intercepts	34,184.12	34,184.12	34,184.12	34,184.12	34,184.12	34,184.12	34,184.12	34,184.12	34,184.12	34,184.12	22,823.29	22,823.29	387,487.78
Admin Fees	9,790.68	7,978.06	7,158.90	7,483.42	7,496.07	8,348.06	7,746.36	12,690.15	7,386.69	9,773.14	0.00	0.00	85,851.53
Total Revenues	660,490.31	552,967.11	500,495.51	514,516.65	513,014.57	562,728.94	536,427.30	809,807.08	505,366.55	637,228.96	22,823.29	22,823.29	5,838,689.56
Total Revenue	725,001.29	607,138.92	550,122.08	565,596.74	563,689.78	618,375.68	589,423.44	890,237.15	555,507.30	700,368.08	0.00	0.00	5,793,042.97
	(64,510.98)	(54,171.81)	(49,626.57)	(51,080.09)	(50,675.21)	(55,646.74)	(52,996.14)	(80,430.07)	(50,140.75)	(63,139.12)	22,823.29	22,823.29	45,646.59

Working Copy

GF+PD 50%	2,653,155.11
GF Muni Share	2,911,430.43
Total General Fund Projected Revenue	5,564,585.54

Schedule B Entries 25-26

Monthly Average	Estimate	3% Increase
301.17	3,614.09	3722.51
42,931.81	515,175.75	530,631.02
186,035.69	2,232,428.25	2,299,401.09
28,620.88	343,450.50	353,754.02
28,620.88	343,450.50	353,754.02
235,552.62	2,826,631.49	2911430.43
57,241.75	686,901.00	707,508.03
0.00	0.00	0.00
579,304.30	6,951,651.57	7,160,201.12

City of Truth or Consequences, NM

RESOLUTION NO. 56 25/26

A RESOLUTION ADOPTING THE PRELIMINARY (INTERIM) Fiscal Year 2026-2027 BUDGET.

WHEREAS, the City Commission of the City of Truth or Consequences, New Mexico, has developed a budget for Fiscal Year 2026-2027; and

WHEREAS, said budget was developed on the basis of need and through cooperation between Elected officials, City Manager and staff: and

WHEREAS, the official meeting for the review of the budget was duly advertised in compliance with the State Open Meetings Act; and

WHEREAS, it is the majority opinion of this Commission that the proposed budget meets the requirements as currently determined for the Fiscal Year 2026-2027.

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

1. The accompanying budget will be the approved Preliminary (Interim) Budget for the Fiscal Year 2026-2027 for the City of Truth or Consequences and respectfully requests approval by the Local Government Division of the New Mexico Department of Finance and Administration,

PASSED, ADOPTED AND APPROVED this **27th day of May, 2026**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela Torres, City Clerk-Treasurer