

Rolf Hechler
Mayor



Destiny Mitchell
Commissioner

Amanda Forrister
Mayor Pro-Tem

Ingo Hoeppe
Commissioner

Merry Jo Fahl
Commissioner

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

Gary Whitehead
City Manager

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, SEPTEMBER 10, 2025; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. PRESENTATIONS

1. Tech-45 Airport Management Update. Chad Rosacker, Airport Manager
2. Presentation: Electrical Distribution Total System Asset Management Plan. Willie Lopez and Robert Perea, T & D Services

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, August 13, 2025
2. City Commission Regular Minutes, August 27, 2025
3. August 2025 Accounts Payable
4. Take Home Vehicle Form: Police Department

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 10 25/26 Authorizing the execution and delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement between the New Mexico Finance Authority and the City of Truth or Consequences. Assistant City Manager Alvarez
2. Discussion/Action: Resolution No. 13 25/26 Budget Adjustment Request. Jocelyn Holguin, Finance Director
3. Discussion/Action: Accept an Application for a Local Economic Development Act Agreement and Approve Resolution No. 14 25/26 Authorizing the City of Truth or Consequences to enter into a Project Participation Agreement with Love's Travel Stops & Country Stores. City Manager Whitehead/Assistant City Manager Alvarez

H. NEW BUSINESS

1. Discussion/Action: Series 2025 General Obligation Bonds. Mark Valenzuela, Bosque Advisors LLC
2. Discussion/Action: Approval of Electrical Distribution Total System Asset Management Plan. City Manager Whitehead
3. Discussion/Action: Safety Corridor Implementation. Brendan Anglin, Streets Department
4. Discussion/Action: Approval of proposed City Employee Compensation Study. City Manager Whitehead

I. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING SEPTEMBER 24, 2025 AT 4:00 P.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: D.1

SUBJECT: Presentation: Tech-45 Airport Management

DEPARTMENT: Community Development

DATE SUBMITTED: September 4, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chad Rosacker – Tech-45 Airport Management

Summary/Background:

T or C Municipal Airport is managed by Tech-45 Airport Management.

Recommendation:

None – presentation only

Attachments:

-
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): [Choose an item.](#)

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 9-10-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: D.2

SUBJECT: Presentation: Electrical Distribution Total System Asset Management Plan
DEPARTMENT: Electric Department
DATE SUBMITTED: September 5, 2025
SUBMITTED BY: Electric Department
WHO WILL PRESENT THE ITEM: Willie Lopez and Robert Perea, T & D Services

Summary/Background:

Presentation regarding the Distribution System Performance Assessment of the electrical system.

Recommendation:

Presentation Only.

Attachments:

- Presentation

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-10-25



City of Truth or Consequences Asset Management Plan

Distribution System Performance Assessment

September 10, 2025



Scope of Assessment

- ❖ **Field Inventory:** Crews completed a field inventory documenting electrical system components, geolocations, and images.
- ❖ **Model:** Create computer model of electrical system (digital twin) from field inventory GIS data
- ❖ **Performance Assessment:** Assess system performance for existing and future loads through 2045.
- ❖ **Recommendations:** Recommend improvements to
 - Improve performance
 - Improve operability
 - Improve reliability



Summary of Recommendations

❖ **Short Term:**

- ❖ Substation maintenance. T&D documented items (fresh set of eyes)
- ❖ Update Feeder Relay

❖ **Mid Term:**

- ❖ Update feeder breakers, relays, and feeder get-away conductor.
 - ❖ Improved metering will increase ability to balance load between feeders and phases.
 - ❖ Improves substation reliability

❖ **Long-Term:**

- ❖ Assess adding new substation.



Study Methodology

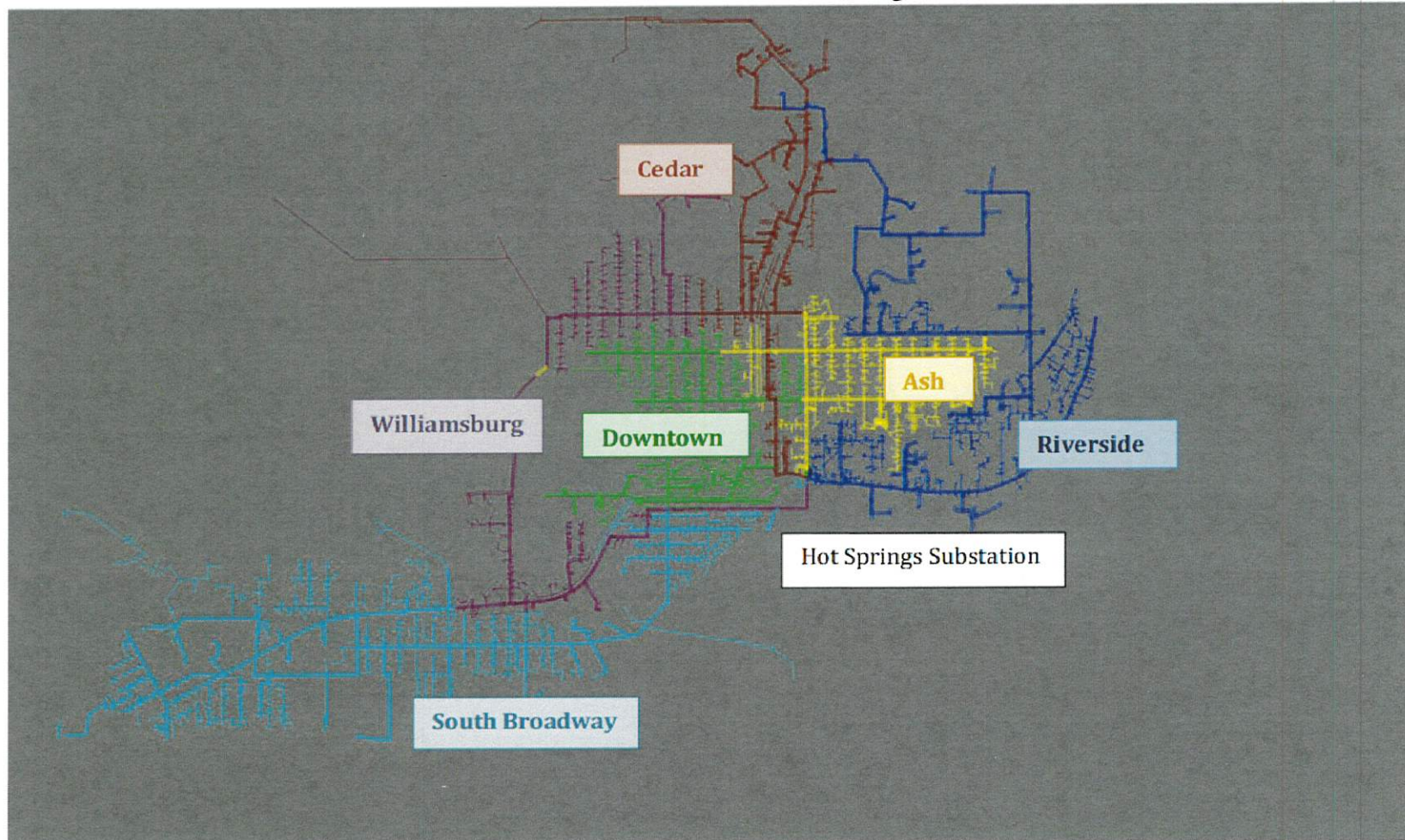
- ❖ System model developed from field inventory data
 - Milsoft WindMil® analysis software used
- ❖ Feeder loads modeled by T&D
 - Based on transmission meter data 2023-2025
 - Allocated by transformer kVA
- ❖ Studies done for N-0 and N-1 conditions
- ❖ 1.5% annual growth rate from data and peer utility research.



STUDY RESULTS



T or C Electrical System





Substation/Feeder Loads

	Hot Springs North						Hot Springs South					
	Ash		Cedar		Riverside		Williamsburg		Downtown		South Broadway	
Year	KVA	% Rated	KVA	% Rated	KVA	Ash_%	KVA	% Rated	KVA	% Rated	KVA	% Rated
2025	1,278	17%	2,862	39%	3,118	42%	1,305	18%	1,995	27%	2,909	40%
2030	1,376	19%	3,086	42%	3,359	46%	1,376	19%	2,296	31%	3,273	45%
2035	1,481	20%	3,324	45%	3,620	49%	1,500	20%	2,314	32%	3,382	46%
2040	1,595	22%	3,582	49%	3,901	53%	1,609	22%	2,493	34%	3,647	50%
2045	1,656	23%	3,936	54%	4,197	55%	1,675	23%	2,731	37%	3,931	54%



N-0 Analysis

Normal Operating Conditions

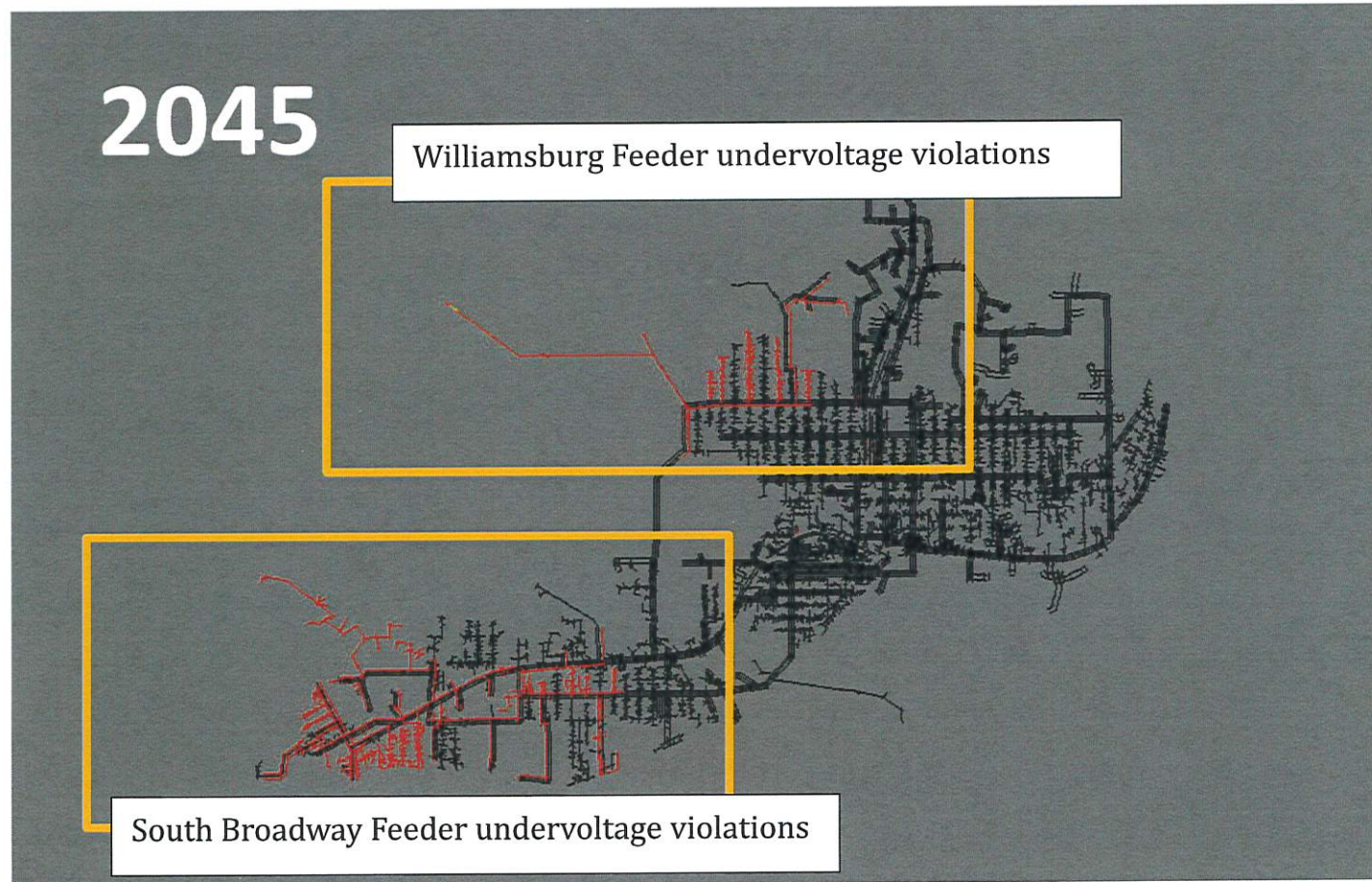


	Hot Springs North			Hot Spring South		
	Ash	Cedar	Riverside	Williamsburg	Downtown	South Broadway
	Volts	Volts	Volts	Volts	Volts	Volts
2025	122.4	120.8	120.5	120.1	121.8	119.6
2030	122.1	120.9	120.1	119.6	121.4	118.9
2035	121.8	120.0	119.7	119.8	120.9	118.1
2040	121.4	119.5	119.2	119.1	120.4	117.2
2045	121.1	119.0	118.6	117.7	119.8	116.3



N-0 Analysis

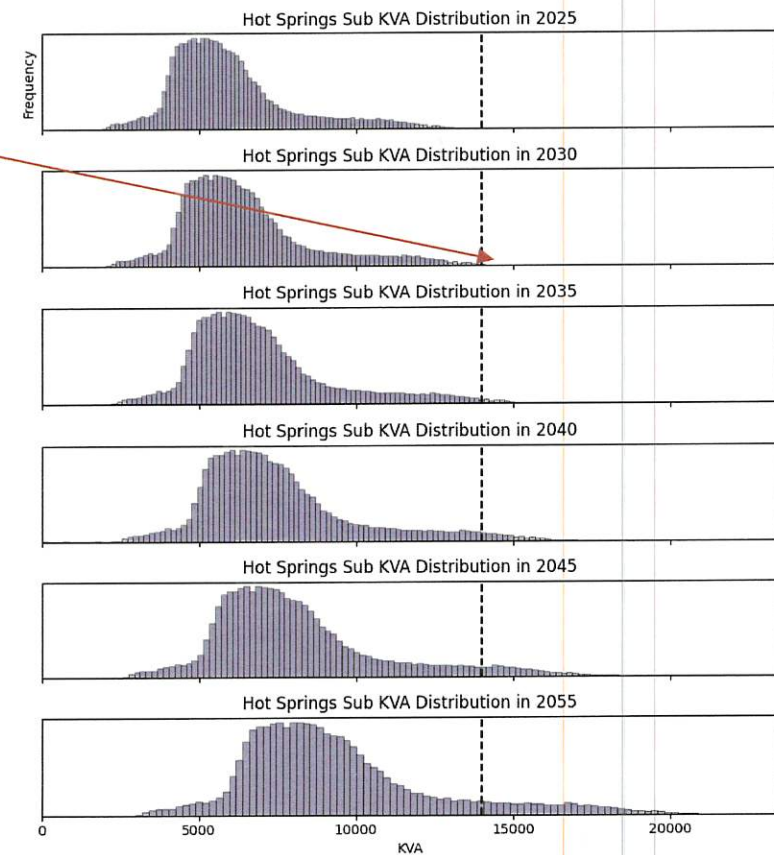
Normal Operating Conditions





Projected N-1 Transformer Loads (Loss of Transformer)

By 2030, the projected substation peak load will exceed the capacity of a single 14 MVA transformer. As demand increases, both the duration and amount of potential load curtailment rise.



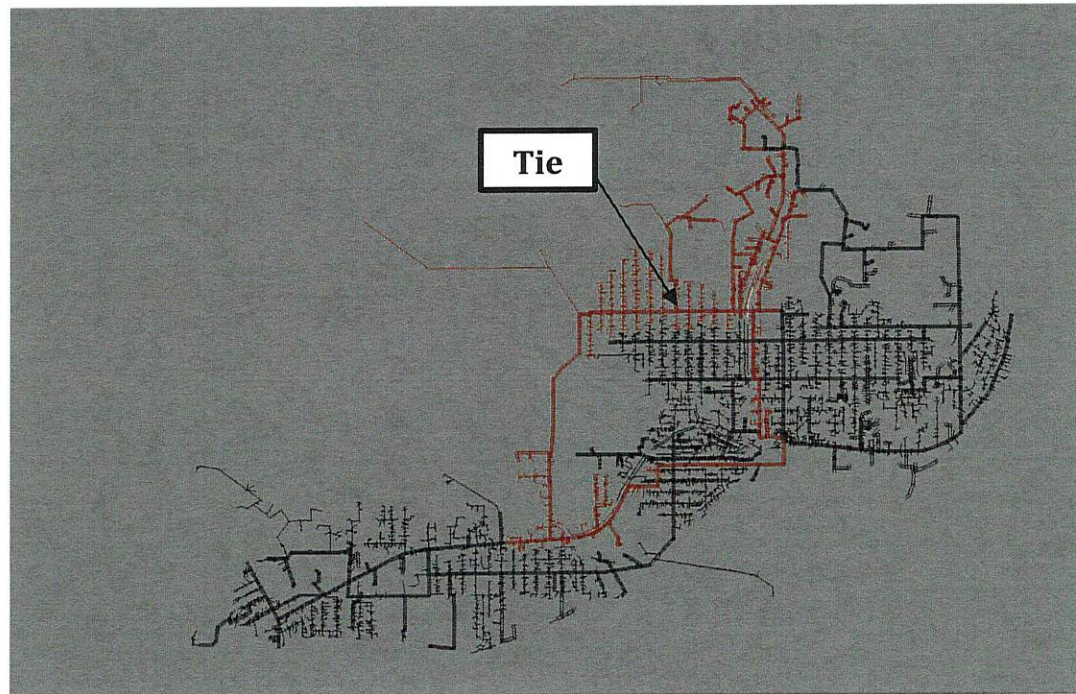


N-1 Analysis

Loss of Feeder



- **No near-term issues.**
- Starting in 2040 the South Broadway–Williamsburg tie drives C-phase undervoltage at the end of the line. By 2045, the South Broadway–Williamsburg tie overloads conductor near the feeder getaway. Shifting part of the C-phase load on both feeders to B-phase clears both issues.



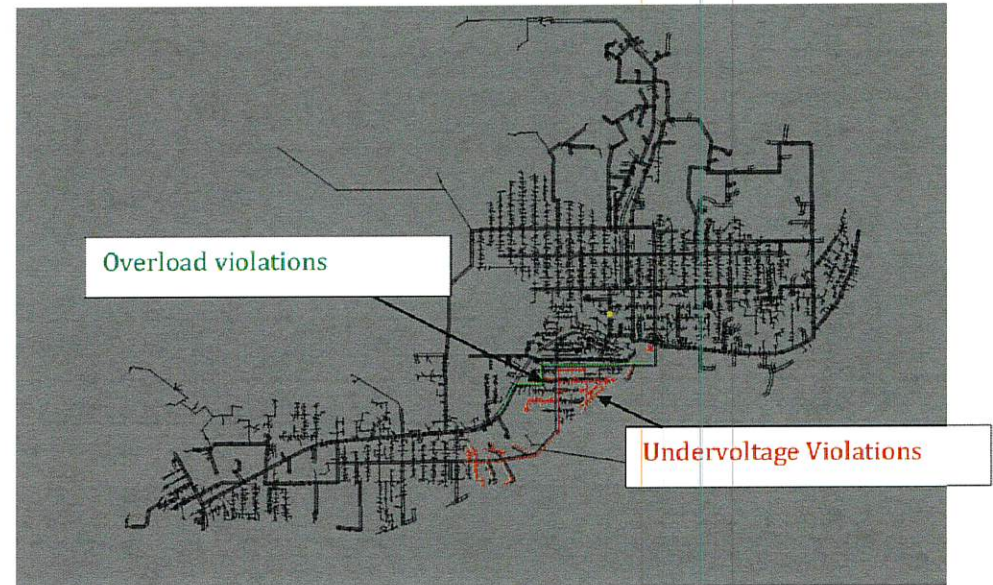
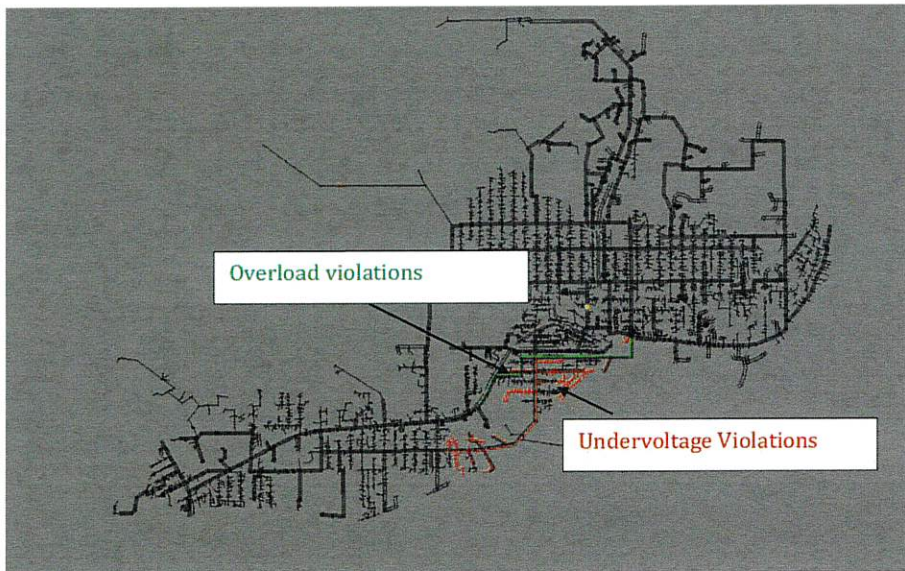


N-1 Analysis Loss of Feeder



2040 South Broadway— Williamsburg

2045 South Broadway— Williamsburg





Protection Analysis



- **Substation Breaker Settings**
 - **Coordination analysis indicates possible miss coordination between the feeder relays and the upline bus protection.** If the bus protection ground overcurrent settings are set too quick, a low-current fault may result in miss coordination. Miss coordination between the feeder relay and the bus protection would result in a much larger outage than necessary due to isolating the other two unaffected feeders

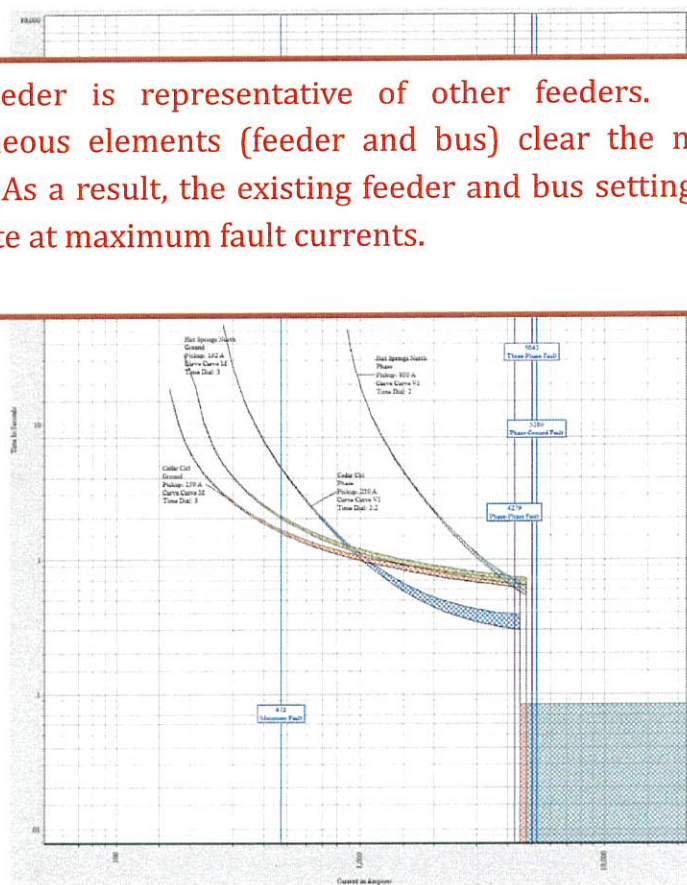


Protection Analysis

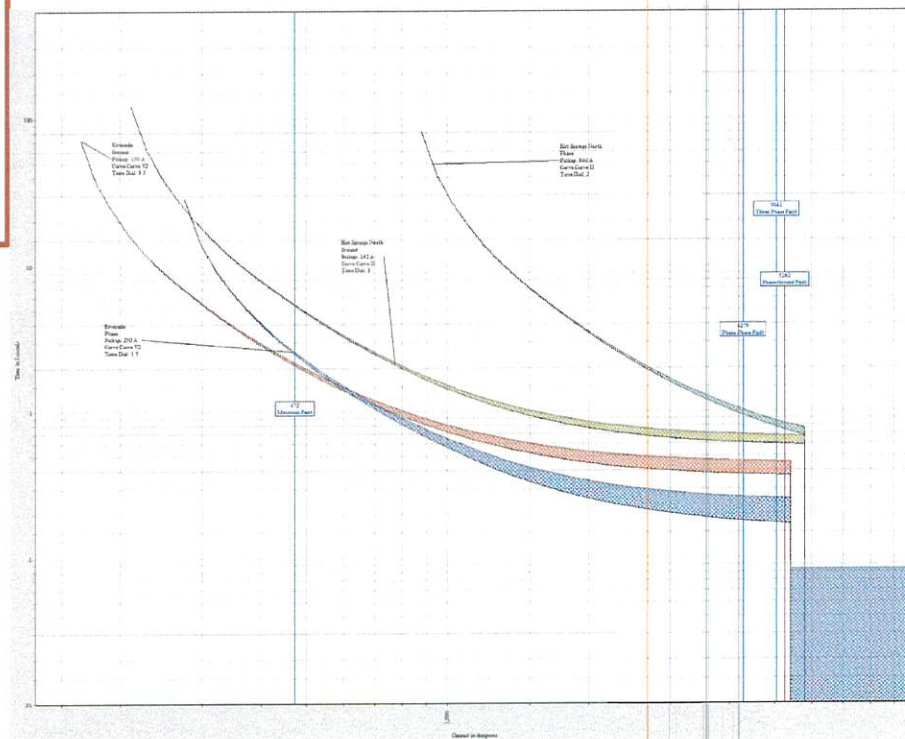


Existing

Cedar feeder is representative of other feeders. Existing instantaneous elements (feeder and bus) clear the max fault current. As a result, the existing feeder and bus settings do not coordinate at maximum fault currents.



Proposed





Substation Maintenance





Substation Refresh

Extend the life of the substation



Replace aging high-voltage switches and insulators: The 115 kV switches, fused disconnect assemblies, and cap-and-pin bus support insulators (approximately 50+ years old) are near end-of-life. New equipment should be installed to replace these – spare parts for the old GE switches are scarce and a failure (e.g. a cracked insulator or broken mechanism) would be hard to fix.



Feeder Relay Replacement: Digital relays would enable more protection schemes, be ready for reverse flow from DER, and improve metering and communications.



Feeder Cable Replacement: The feeder cables are likely the same vintage as the station components. The City should plan for their replacement during scheduled maintenance rather than wait for a failure. Modern cables benefit from significant improvements in manufacturing.



QUESTIONS?



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, August 13, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: September 5, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-10-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, AUGUST 13, 2025

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Finance Director
Bo Easley, Electric Division Director
Conrad Jacquez, Police Sergeant
Tyler Knull, Code Enforcement
OJ Hechler, Community Services Director
Tara Manning, Animal Shelter Manager
Wes Myers, Sanitation Supervisor

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PRESENTATIONS

1. Verizon Wireless Upgrade Presentation.

City Manager Whitehead: Let me introduce the presenters today and brief you, as we were working through the budget, one of the items that came up was our Verizon bill, it's a significant amount of money within the budget. Sonya in our Utilities office manages the Verizon account, the phone throughout the whole city. At the same time, she'd indicated that we were up for upgrades for our phone system, so I thought it was timely that we would begin that process, and then have Verizon come back and present to you, kind of what the service is, why we pay for Verizon, for sure the cost, to give you that presentation, but let you know all the services that Verizon provides to us. With that, I don't know if Sonya has anything she'd like to add and if we've got the presenter ready to go, I think we would just hear from Verizon on the services that they provide to you and to the city.

Angelique Williams, Technology Advisor, SLED gave an overview of the Verizon Wireless upgrade. (Presentation is attached hereto and made a part hereof.)

Mayor Hechler: I have one question, if I may, do we extend Verizon Wireless to our employees, do they get a discount in any way if they also are Verizon customers?

Angelique Williams, Technology Advisor: There are a lot of restrictions with government accounts and they don't allow that with these kind of accounts.

2. MainStreet Wayfinding Plan Update.

Becca Eza, MainStreet T or C Director: I'm Becca Eza, director of MainStreet Truth or Consequences, and I am here with a team of folks from New Mexico MainStreet. I'll say first, as part of the New Mexico MainStreet community, we get services from the state folks at no cost to us. They have a variety of specialists, we call them revitalization specialists, in different areas, like community planning, landscape design, graphic design, other things, that we are able to ask them for assistance in various projects. We have been working with these folks since last fall on developing a wayfinding plan. Some of the projects that we do have to be focused on, the MainStreet district downtown, this one, since we are a geographically small community, we're developing a wayfinding plan that is city-wide, that will have signage directing to important parts of all of T or C. We're just here today with updates on where we are, what we've done so far

with the plan, and where we're going, so I am going to turn it over to Amy Bell and let her talk more with you guys.

Amy Bell, Revitalization Specialist: My name is Amy Bell, I'm with Anthropopolus Design and Planning, and we are also a New Mexico MainStreet revitalization specialist. I'm joined by Daniel Gutierrez and Maren Neldam from my office, they're helping with the wayfinding plan, doing awesome work, and then I also want to introduce Jessica Roybal who is a MainStreet Revitalization Specialist in Property Redevelopment. We have a Foch Street update at the end of the presentation and Jessica will be working on that with us as well.

Amy Bell, Revitalization Specialist, New Mexico MainStreet, gave an overview of the MainStreet Wayfinding Plan Update. (Presentation is attached hereto and made a part hereof.)

Commissioner Fahl: The signage where you're showing the Fairgrounds, Veterans Park, and the library, are you anticipating having these similar signs at those same locations also, or are you just going to point them out from downtown?

Amy Bell, Revitalization Specialist: It depends. We looked at, like the Civic Center and the Senior Center. Looking at those yesterday, we thought it would be really nice to replace these arrival signs or add an arrival sign just to make it clearer, like "You're here." Some of the other locations, if there already is, like the Fairgrounds, has the really cool metal painted signs, it may not be necessary to add an additional sign, so I think for some locations, yes, and for others where we don't want to remove a sign that is special to the community...

Becca Eza, MainStreet T or C Director: But as far as directing to them, from Broadway and from Date we plan to have signage all along Broadway and Date through town, at the closest point to that spot. So, there won't just be signs in downtown, these will be, as you come into town from exit 79 and you're driving down Date, then you see a sign for the schools because there's a lot of outside people coming in for sports games there, and a little further down for the Senior Center and Civic Center. It will be all up and down Date and Broadway.

Commissioner Fahl: Good, and then it would say so many minutes even from the Fairgrounds to the historic district, is it going to say that?

Becca Eza, MainStreet T or C Director: Maybe we can, it could be explored, because so many of those are just a few blocks off of the main drive.

Commissioner Fahl: But the Fairgrounds to downtown, I think showing them, because that's right off the exit, that would be a good thing to say, well it's not that far to go do that. And just one other point, the Veteran's Park, a long time ago, the city put a wayfinding sign there that's double sided, it's in pretty poor shape, so I'm hoping you'll include that, it needed to be re-done anyways.

Amy Bell, Revitalization Specialist: Thank you, yeah, we did look at that one yesterday. That one, and there's a couple other signs I think we'd like to work with the project committee to figure out, can we relocate or replace some of them, because again, we don't want to remove things that are important to the community, but we also don't want to add clutter and just want to make it a clear system.

Mayor Hechler: Well, thank you. The signs are really recognizable, I think that's great, and we're going to be looking for those signs and hope people will look for those signs because I know if they recognize that sign, they're going to look for the next one, so I think that was really a good catch. I love the idea that you integrated our vibrant artist community with some of these signs, I think that's important to let folks know what we have in our community, so thank you for that part of it. The personalization to these signs is really important, so I think you guys did a good job.

Amy Bell, Revitalization Specialist: Thank you, it's been a really fun process.

Becca Eza, MainStreet T or C Director: Moving onto Foch Street, it's not really so much of an update that we have for you guys since you have been very much involved in the process of moving forward and selecting a contractor for this. This is just more to introduce that we are going to be having a team from New Mexico MainStreet help with communication with the businesses that are impacted mainly, and also just with the community as a whole as far as putting together a resource guide that is going to have details on, for example, if you're a business on that street, what do you do if your water suddenly isn't working, or if there's an issue with construction, how do you reach out. We'll have timelines that are available, we'll have some drawings of what the finished product might look like, and we'll revise these things as we get into the project, but being able to put out to the community what the final result will be so that we can get through the difficult process of construction because we know that does bring challenges and it is going to bring some disruption to the businesses along Foch. We have been working with the city, we have gone and made contact with all of the businesses on the street, just to let them know that the project will be moving forward and that we will give them more details as soon as they are available.

Commissioner Fahl: I just have to say, I've been on the MainStreet board, Destiny and I both have, all this is like, "it's really going to happen after all this time, yay!" and the people on that street in the community, when they've seen these pictures over the years, they're like, "Oh yeah, sure." Well, it's really going to happen, people, and we're really excited, so thank you!

Mayor Pro-Tem Forrister: I'll believe it when I see it.

Commissioner Fahl: Well, that's what we've been thinking for years, so it's exciting.

3. Sanitation Fleet Presentation.

Wes Myers, Sanitation Supervisor presented. (Presentation is attached hereto and made a part hereof.)

Mayor Pro-Tem Forrister: So, from our studies, it says that these trucks should only be lasting 5-6 years and we have almost a 30-year truck?

Wes Myers, Sanitation Supervisor: Yes, ma'am.

Mayor Pro-Tem Forrister: Cool.

Wes Myers, Sanitation Supervisor: Sometimes the tailgate doesn't want to operate properly, and we have to go out there while we're dumping it and we'll have to pry on the hydraulic valve to get the tailgate to go up. Every once in a while, I don't know what it is, it's just temperamental.

Wes Myers, Sanitation Supervisor continued his presentation.

Mayor Hechler: How long is the warranty on these?

Wes Myers, Sanitation Supervisor: The warranty is about 5 years.

Mayor Hechler: Is it a depreciating warranty?

Wes Myers, Sanitation Supervisor: I believe it has a certain amount of miles.

Mayor Pro-Tem Forrister: Traci, is Andy a stickler on servicing your personal vehicles like this?

Assistant City Manager Alvarez: Slightly, yes.

Mayor Pro-Tem Forrister: Well good, because we have some trucks in there that have been there a minute. I think, like you said, it has a lot to do with maintenance and servicing.

Commissioner Fahl: I don't think they're that old.

Mayor Pro-Tem Forrister: They're old.

Wes Myers, Sanitation Supervisor: Yes. I know for a fact it is the 5-year warranty.

Mayor Hechler: And I imagine parts are prevalent when they're brand new, right?

Wes Myers, Sanitation Supervisor: Oh yes.

Mayor Hechler: But after 5 years, they start to disappear.

Wes Myers, Sanitation Supervisor: Yes, they start slowing down, but there will a better stock than 18 years down the road.

Commissioner Mitchell: 29

Wes Myers, Sanitation Supervisor: yeah, 29 years.

Mayor Pro-Tem Forrister: What a great presentation, it's nice to know some days over 700 polycarts are being picked up, that is insane.

Wes Myers, Sanitation Supervisor: It is, it's a lot and we love it. Trash is money. Thank you so much, guys.

D. PUBLIC COMMENT (3 Minute Rule Applies)

Michael Hutchens addressed the commission with comments related to:

- Good morning commissioners, my name is Michael Hutchins, and I am a resident of T or C.
- In 2023, the city removed several large trees in the historic downtown district to facilitate a waterline improvement project. It was sad to see shade removed and not replaced, but having our water infrastructure improved really was a good thing.
- Last night I sat in on the presentation led by Becca Eza with MainStreet and learned the city has received \$2.9 million for the Foch Street Project. This is really good news. I also learned that planting trees in the new green spaces is not part of this project. I believe this needs to be rectified. Trees increase shade in cities, lowering temperatures, provide clean air, habitat, and improve our quality of life. Planting trees needs to be part of the Foch Street project and all similar infrastructure improvement projects in the city. It is a positive and affordable investment in our future. Mayor Hechler, you addressed volunteers at our first Tree New Mexico planting up at the golf course last fall, and you said it was a vision of yours to see 1,000 trees planted in T or C, I think that this is a good chance to help move that goal forward.

Alice Hutchens addressed the commission with comments related to:

- This has been the most interesting city council meeting that I have ever been to, so this is great. Thanks for your time and effort on behalf of our community.
- Last night, I was at the same meeting Michael was. I attended the very first Foch Street project, which felt like a million years ago in 2018, and it's so exciting to see it finally becoming shovel-ready. But I was also very disappointed that the schematics did not show added trees as part of the landscaping. This \$2.9 million endeavor, it asks people to get out of their cars, take a stroll with their kids, with their dogs, linger downtown wandering from one little shop to another, it's an

endeavor that's all about beautification and walkability, and creating a visually pleasing entrance into the Healing Waters Plaza and the historic downtown. It's been said that the trees cause some damage to the water pipes so that no trees can be planted downtown anymore. If you take 15 minutes to do research, you will see that tree roots creep into pipes that are already broken. Tree roots are shallow, they spread out, they do not wrap around pipes like anacondas, they don't have that kind of strength. Foch Street thankfully, has a beautiful, upgraded infrastructure, so several drought-resistant trees in that landscaping will not be an issue. What do some of the world's most loved cities and small towns have in common? Trees. Beautifully shaded streets where people walk, gather, visit, love to linger. Then, as Michael said, there's a whole cooling, wildlife, scrubbing, Co2 emissions, which is so important in the desert. The landscaping aspect of the Foch Street project will be the last to be installed, so there is still time to adjust the plans for the better if you choose to do so. So, my mother told me, "Never beg. It's not dignified, dear." But I am begging you, don't let the opportunity to add to the beauty and walkability of our downtown pass you by. Do the right thing, plant a couple of trees. Thank you.

Kathleen Sloan addressed the commission with comments related to:

- Kathleen Sloan, 708 Oliva. I ask that you not approve the \$291,000 purchase under the over \$60,000 purchases on the agenda for the Solid Waste Department. I would like some questions to be answered. For instance, what is this truck for? Is it for the commercial dumpsters? Polycarts? It wasn't stated what it was for. If it is for the commercial dumpster customers then that customer category should pay for it. The asset management plan, I think the public spent \$100 - you never stated how much these studies were by next gen Park Hill. I saw \$186,000 on the budget for professional services 2023, \$40,000 for 2024, I don't know what it is for fiscal year 2025, but in this budget, I think you have \$75,000 for professional services. That's a lot of money. So, you know, Park Hill put together an asset management plan, or at least a schedule, but you haven't related it to that asset management plan, and one of the out of whack - it got out of whack because the city wasn't keeping records of the different customer categories. My reading of the park hill numbers is that the polycart users are paying an enormous amount of money, not just for their service, but to subsidize all the other services. The presentation today said that the park hill study says that the trucks are supposed to last 5-6 years, but if you look at the park hill document, that is a city assumption. The park hill assumption is 7 years, but I've googled it twice now and looked at several sources, and these sideloader trucks are supposed to last 10-11 years. So, I wonder why ours is twice, because, of course, that doubles the cost of our vehicle purchases. The resale –

Becca Eza addressed the commission with comments related to:

- Good morning again, Mayor, Mayor-Pro-Tem, city commissioners, city staff, I have a few additional things I wanted to update you guys and the community on for MainStreet.

- Our Dancing in the Streetlight concert that we have been working together with the city to organize and put on, our first one is coming up this Friday, the 15th from 6:00pm-10:30pm near Healing Waters Plaza. We plan on setting the stage up right beside the city annex office, having food trucks over on Sims Street. We've got 2 food trucks confirmed, plus a kettle corn vendor. We are asking people just to bring out lawn chairs, we're not setting up any kind of seating. Just come, hang out, bring your dancing shoes, bring your lawn chairs, bring your friends, please help spread the word, and we're also going to have a similar event on September 27th, and I hope to be able to announce those bands very soon. This Friday, Stevie Bluetone is playing at 6:00pm and the Southern Blend Band is playing at 8:00pm, so please help spread the word and come out to that.
- Along the lines of music, we applied for a Levitt Music Series Grant, which is a 3-year grant that would bring concerts to Ralph Edwards Park. Free, outdoor concerts that are meant to attract the whole community, different genres of music every month. We are a finalist, so over 300 non-profits applied across the country, we are one of 100 moving on to the next round, which is public voting. We need to be one of the top 50 in public votes. The voting period is the beginning of September. September 5th-15th. We are working on strategies to get the word out everywhere in the community that we can. We'll let you guys know how to spread the word on that. If we're one of the top 50, then they assess the entire application again, so it's not just based on votes, but we need to get into that top 50 and then they'll look at everything for us.
- Our curb appeal applications are open, any business owner or building owner in the downtown district can apply for a micro-grant of between \$200 and \$1,200, and they have to match it with a 50% cash match, for exterior improvements to their building or business. So that could be painting, lighting, new signs, new planters for right outside their door that they commit to maintaining plants in, just anything to help spruce up the appearance of downtown. The application deadline is September 1st, we'll be awarding grants mid-September, work to be done by end of November.
- We will have other things, a stall, as usual, trick-or-treat downtown, Small Business Saturday, Old Fashioned Christmas, so I'll update you guys as they come closer, thank you.

E. REPORTS:

City Manager Whitehead reported the following:

- Good morning, everyone, it seems to be a happy crowd here, as August is getting started, a lot of fun things are happening. Let's get started, we'll do my report and then we'll move into the departments. I'll try to go quickly this morning. Budget's done, so we've changed focus, we're trying to get the things that we committed to off on a good track.
- Human Resources and myself, we've spent a couple of days meeting as we talk about the payroll study, we begin to look at every nuance of the study, and every employee. We will continue to work on that plan to make sure that everybody fits.

Alona is doing detailed work, spending time, if you remember from the presentation, they talked about a payroll calculator, so we're really putting every employee through that, making sure things match up. We will continue to work on that. Our plan would be to understand the financial side of it first, then we will begin to work on some of the policies. We want to implement an evaluation process as we move forward, we want to implement a continuing education process, and then we also want to look at the job descriptions and make sure they tie to the specific jobs, and those kinds of things. It's going really well, and we're taking that really seriously.

- We've started working with the road department, our goal is to do 11 road projects this year, all the way from potential re-paving to some chip seals. We are really proud of the road team, Brenden and Buster are really working hard to look at the picture and assess how we can do things timely, so we're really focused on that. I expected, and I had really hoped today to tell you, and you would have been able to say, "Wow we saw a street sweeper." We've issued a purchase order to rent a street sweeper. We're going to try that for a couple of months and see if we can't create a process by which we could take care of the streets in the monsoon season and create some work and potentially save some money. It might be a little better investment. It's about \$30,000 a month versus about \$300,000 on the investment side. We will see, when we get it here, how it works, how active we can be, was it worth our time to do that and make a presentation, but we are trying. The streets crew they're trying to use the old equipment we have to keep that going, so really happy with that.
- I'd also like to say that we've entered into a contract at the roundabouts with a vendor that's going to take care and cleaning, hopefully you all saw that the roundabouts look fantastic this week, they're cleaning that up, we are using some chemicals, but we are also using manual cleaning as well. The information is available on our website, but the landscaper is very aware as well of the processes to protect the plants that are growing and get rid of the weeds. They'll be taking care of the piping, the watering, the cleaning, and taking care of that. We're excited to have that, and that's a streets project.
- On a personal note, we continue to try to meet with citizens when they call, I really try to maintain an open-door policy, it created a little bit of extra work, but we do try to get out and talk to people, and make sure that they know if they call with a situation, we are going to take that seriously and try and resolve those things. The staff is really performing well, we're all going together, and I think we're making some end roads on some issues that have lingered for a while. Some of those times, the answer is no, the request is just impossible, but I think when we face those face-to-face, it's easier than just, they never came back. We're working really hard to try and answer and help citizens where we can.
- It would be remiss of me not to talk about the major water leak we had a couple of weeks ago. We really apologize to the citizens, the school, the hospital, it turned out to be a tougher day than we expected, we had some challenges throughout the day. But across the board, every department was there, the electric crew was there, the streets crew, the water crew just did the best they could. They ended up having to repair the line, what they would call, live, we just

could not get the water to shut off, so we had some leaks happening from other places that created the situation that lowered the pressure. That's why we couldn't get the pressure back up, but they stayed vigilant. If you saw, from the great video that was created, it showed that the pipe was not damaged based on the age of the system. That was a good piece of 12 inch pipe that moves water from our well fields to our tanks, it just failed. It was about a 10-foot crack on the bottom of the pipe, and it was not anything we would say was caused by the poor infrastructure. I've already met with the leadership team, we're going to do another assessment, we'll bring in the full crew and find out what we could have done better that day, we'll make sure that we identify the valves that we need to find so that we might have potentially missed. We accept the responsibility for that day and we'll do better to make sure that the next time we don't end up in that situation. We should not have had to close down the schools that day, we should have been able to find that, isolate it. Maybe the schools, because it was still going to take up to 4 hours to repair that no matter what. Once we shut the water off, it would have taken a while for it to get to a spot. Anyways, the crew did a great job and I'm really proud of them, they don't quit, and we're lucky to have them. Thank you to those men and women.

Mayor Pro-Tem Forrister: It was a good ease into the first week of school because they got to have a little break, so that's alright.

City Manager Whitehead: It could have happened the week before, probably would have been better.

Mayor Pro-Tem Forrister: My kids were very thankful.

City Manager: Well, we understand it was a disruption to the community, we apologize.

- We continue to work with Love's, I think we are inching closer to having a process where they're going to go ahead and execute on their agreement to purchase and move forward. We'll continue to be diligent with that, we're in the final steps of figuring out the electrical side, it's a big piece, we have a lot of work to do to move electricity to them, it's a big cost, and we continue to negotiate with them on finding ways to potentially help them with some costs, they're doing some things that are helping us on our water side. I will be meeting this afternoon with Bo and the team, we will be talking about what we can do to potentially assist them, but make sure we are getting coverage. We're excited to help them, they've come to 2 planning meetings, they've met with the planning team, so we think that project continues to go forward.
- Becca stole my thunder, I was going to talk about the street festival, but she deserves to, she's really done the work. The dream, again, as I've said, in my interview when you brought me on, one of the things I've always imagined is that in downtown T or C, there would be two events every month, starting from Fiesta and ending with Christmas. It's one of those personal dreams of mine where

Fiesta kicks us off and then Art Walk is there as one, so this'll be a test run to see how well this goes, and it's something not only to bring tourists, but it's a celebration for our citizens. Our friends and family can come down, sit down in the park, and have a free concert. Hopefully we're building something, we'll see where this goes, but really thankful to Becca with MainStreet for helping this dream come alive, I appreciate that.

- Thanks to the volunteers that have helped us at the golf course. We've had two volunteer events where we've had over 10 people come. I've got to say thanks to a lot of my friends that don't live here in town that I roped into coming that kind of grew up on the golf course. We have effectively changed about 120 valves on the golf course. I can safely say now that we are in control of the water so we can deliver it, we can turn water on and off in places, we have a long way to go. Bob, who's helping manage for us, he said to me last night, "Gary, we have a golf course." And again, we need some more help, it'll take a minute, but it's definitely green and I hope the community sees that. We're going to make it continuously better.
- We'll be meeting next week with the NM Environment Department. The primary focus will be to get approval to move forward on the Vac station repairs. We have a grant to do those repairs, we need to extend the contract, and they've already verbally given us permission that it shouldn't be a problem. We have to go out to RFP for the engineering services for that in particular, but our dream would be that we're going to improve the line on Hagen Street, we know we can do that, we have a bid, we're going to be able to do that. And then we're going to repair all 51 of the pits that are on there, we're going to reseal them, resecure them, and get them so they don't flood. Being able to fix the vacuum side as well, I've already executed a purchase order and the pump is now, so we have a third backup pump, a major motor, so both pumps are functioning and the team has a third one so if it goes out, we can easily repair it. We understand the Vac station is one of our weakest links in wastewater, and we'll be continuing to work on that.
- You'll see some items on the agenda today for some capital outlay, we just continue to wait for the capital outlay from the governor on the wastewater plant, and then we'll begin to execute on doing a major repair for wastewater that we're needing to get done.

a. Police Department Update.

Sergeant Conrad Jacquez reported the following:

- Calls for Service for Last Month: 1,058
- Officer Involved Calls for Service: 667
- Animal Control: 127
- Motor Vehicle Accidents: 6, none downtown
- New School Resource Officer Eilers started at the schools.
- DWI's This Month: 3
- Cold Citations: 3
- Traffic Stops: 206

CITY COMMISSION AUGUST 13, 2025 REGULAR MEETING MINUTES

- Citations: 102
- Arrests: 26
- No issues with our downtown area. We were having that issue of people in the bike lane, but it looks like it's been clearing up.
- We still have 2 officers at academy right now. They will be there until November.

Commissioner Mitchell: I did have one question, I didn't hear you say it, but do you have data on how many sky reports you guys had?

Sergeant Jacquez: Sky reports, we had 4. Also, for the upcoming dance on Friday, we will put out a couple extra officers just for that. It will be our first one so we will see how it goes but we will throw a couple extra guys out there that way we can make sure everything is good to go.

City Manager Whitehead: If I could just piggyback, we have asked all city staff to help us with blocking off the roads, Andy and his crew will bring some polycarts, and then the police. I think the chief is also doing a raffle for the shop with a cop and those kinds of things, so we will set it up as a community event where they can do that, and it is an alcohol-free event, just so everybody knows. I forgot to add, last week, because it was a hot week, we set up a cooling station in the Civic Center, we did keep it open, the seniors were there in the morning with no problem, and then from 3:30pm-6:00pm we kept the facility open. We didn't have any takers, but I think it was a good test run for us, and everybody participated. I really want to thank Carrie and the crew for making that happen. We'll continue to work and make that work so we have it if we need it for other facilities.

b. Department Head Report.

Bo Easley, Electric Division Director reported the following:

- We received a grant from DOT for electric car charging stations. As you know, I've been working on this project for a while, I would like to thank SCOG for helping us with this project. We were awarded \$642,000 to put this one charger in, it will charge two cars. The plan was always to put it downtown between the annex office and the Sierra Grande Lodge on city property. We've already had it surveyed and everything. This will also give our citizens a way to charge their cars here, and for people that come from out of town, they can park, charge their cars, go downtown to local shops, Sierra Grande Lodge is there, Davis Fleck is there, the bank, go to our local restaurants and everything.

Commissioner Fahl: When I read about that, it was exciting, I was shocked about the cost, who had any idea they cost that much money? Does this mean that it pays for, like you have to bring in a bunch of power, or we have to build a whole mini-generator?

Electric Director Easley: No ma'am, we have power there already, if you can see, there on the bottom of the map, the pole there.

CITY COMMISSION AUGUST 13, 2025 REGULAR MEETING MINUTES

Commissioner Fahl: Oh, that? We already had that and it still costs \$600,000?

Electric Director Easley: We'll be getting a transformer, then the charging station, they're going to build a ramp and everything, we will put cement there for the cars, one will be an ADA car charging station. Down the line, if we needed to, we can go ahead and add another charging station to do 4 cars.

Commissioner Fahl: Well, that's good foresight, I was just shocked at how much it cost, no wonder they're not everywhere across the United States.

Mayor Hechler: You said that we could expand it up to 4 stations?

Electric Director Easley: Yes sir.

Mayor Hechler: 2 isn't very much, I can see that filling up pretty quick down the road. And how are folks going to access that area? You're going to build a ramp, is that over the top of the sidewalk or are they going to drive around where the lodge is?

Electric Director Easley: It would curve up over the sidewalk and then they'll park on the other side of the sidewalk there.

Commissioner Fahl: There on the dirt lot then, basically?

Electric Director Easley: Yes. Then we have plenty of room going towards the annex building to add more.

Commissioner Mitchell: I just had a concern about if it would affect our street dances, fiestas, any of those festivals happening downtown, will they still be able to access these stations? Will they be taking power from that area by the Healing Waters Plaza or anything like that?

Electric Director Easley: If we block off the street then yes it will interfere with the car charging stations, yes.

Mayor Hechler: We'll have to keep them open.

Commissioner Mitchell: I don't run Fiesta.

City Manager Whitehead: It would affect the charging station, but it would not affect it the other way, because it will be up on the side, so it will be just like a parking stall, the street won't be changed, you would actually just pull into the parking lot. It's at the end, where Bo has it sited to go, you'd be able to just move the road closure over a little bit, so it would not affect the street festival, but we would affect it.

Commissioner Hoepfner: I want to say thank you for that, because I try to help a lot of electric car vehicle owners who were lost in downtown driving in a circle, and I said, "We don't have one." I found out that Black Range has a charging station for their guests but not a public one, so they were absolutely lost trying to find that one charging station.

Electric Director Easley: Yes, I get a lot of calls about the car charging station.

Commissioner Hoepfner: I'm just happy here that we are moving forward with the plan, that we are getting at least two here, that will help downtown and people will be more encouraged to come into town because they go on the interstate and see, "Oh, there is a public car charger." And they will stop and check us out. Wonderful news for downtown businesses. Thank you very much for that.

Electric Director Easley: Yes sir, there is another car charging station up behind Denny's, we just powered it up, but usually they'll just charge and get back on the interstate and keep going.

Commissioner Hoepfner: Having it in downtown is positive for us, they can check us out and see what we all have.

Commissioner Mitchell: Thanks to all the new wayfinding signs downtown.

Commissioner Fahl: Make sure that's on there. I mean, how do you let people know that we're going to have one? Put a sign on the interstate?

Electric Director Easley: So, I need y'all to buy an electric car now. Moving on to my next topic, we've been talking about a new substation. We have been talking about putting it up at the North end of the golf course for future planning, you know, we've got Love's probably coming in, and that also all that property around Love's, hopefully will start selling, people will start building houses and everything. So, I have been working with David Gustin from Tri-State. He is aware of it and now Gary and I will have to sit down with Sierra Electric Co-op and have a discussion with them, being that we do get our power from Sierra Electric Co-op. We'll start working with the guy from Sierra Electric Co-op and start seeing if we can get moving on that, probably going to have to get an engineer and everything. Any questions on the substation?

City Manager Whitehead: Let me just point out, piggyback on him again, this golf course is the right location because the transmission line runs right overhead there, if we can locate it close to that, it makes sense for us, it saves dollars and just makes it more practical. We have some spots there that could handle that, so we'll continue to mature that project as Bo moves forward.

Commissioner Fahl: That'll be good.

- Just to move onto projects and work that we've been doing, the TND study is just about done. We have one more meeting with them on August 21st, and then they

will be coming to the Commission to give their report to you the first Commission meeting in September.

- As I said earlier, the electric car charging station behind Denny's is fully operational, we got that powered up.
- Love's Truck Stop, as Gary touched base earlier, we've been working with them on the quotes and everything, getting that all done.
- The Pershing storm damage that happened a couple weeks ago, all that work has been completed. We got everything done there.
- 910 North Silver, we set 7 new poles for a line extension up there for a new homeowner.
- We've replaced 17 poles here lately
- 20 new services for customers
- I'm also working with electricians right now for the Williamsburg bridge, they are installing license plate readers for DOT.
- The Sierra County Fairbarns should be getting ready to start putting in new pad mount transformer for that, they've got the CNET port, they should start building that pretty soon, so we will be updating that service.
- I've been working with a new electrician for a new Dollar General to be built, so that project is coming along.

Mayor Pro-Tem: Another Dollar General? Where?

Electric Director Easley: Third and Date where the old Anderson mobile home was.

- Also, we've been working with Paloma Springs nursery up there on Silver, the one that they shut down, they're fixing to go in there and get that all out, probably going to be doing a new service there too, so hopefully we can get that going pretty soon. Other than that, we've been staying busy.

OJ Hechler, Community Services Director reported the following:

- I'm not here for an official report today, but more of an update. Let's talk about bathrooms. This last week at Ralph Edwards Park, we've kept our basketball court bathrooms unlocked all week. We haven't had any issues. We want to move forward, we want to keep that bathroom unlocked in the mornings when the guys come in and make their rounds, we will lock them up whenever we lock up at night when we lock the cemeteries and the facilities up. The one at Family Park, we want to do the same thing with, we want them to be unlocked for the public, they should be unlocked for the public. If we do have any issues, we will call, make a police report, and then we'll communicate that with the management team, and see what our process will be moving forward, but we do want to do that. We do currently unlock the bathrooms for events, Farmer's Market, things of that nature. On busy weekends, we've been keeping them unlocked and we have not had any issues so far, so I wanted to give that update to the Commission, to the community, to let them know that we're trying to keep these bathrooms

unlocked, we want to keep them unlocked, so there you have it. I'll stand for any questions.

Commissioner Fahl: Is that all, are you going to talk some more about Ralph Edwards?

- I can, so as you all know, the contractors have started work for our shade structure project, it's a 66 x 66 structure that will put shade over the entire playground. There are what I call skylights, there will be 6 skylights on the structure, so you can still have some light that will come in through that. My initial schedule I got from the contractor was for one month. The last schedule he sent me was through the beginning of October. I've been sending the schedule out to Carrie so we can keep that posted, and keep the community informed on that. So that has started.
- You'll see later on the agenda, our Ralph Edwards Park boat dock project that we will discuss a little later, we're working on that as well.
- Our skatepark's going to happen here pretty soon too. As you all know, in the next few months at Ralph Edwards Park, we're going to be jamming over there. For that park, we're going to have an entire new facility over there, and we're excited. We're going to be proud of it, so that's where we're at for Ralph Edwards Park. I'll stand for any more questions.

Commissioner Mitchell: Can you give us an update on the swimming pool?

- Commissioner Mitchell and Jesse Robinson, they've done a great job with managing that facility this year. Our numbers are up, I think we're up over \$12,000 for the year so far. Last year for the entire year, our total revenue was somewhere between \$5,000 and \$7,000. We are looking at extending our pool season. As you know, we start on Memorial Day and close on Labor Day, and our goal is to extend it through October 5th. We have to modify our schedule a little bit. We have lost some lifeguards, we are going to lose a couple more, we will try to bring on a couple more to extend our season, but we want to finish strong and we want to keep it open. I've had conversations with Commissioner Mitchell about maybe opening our pool up a little earlier next year. Obviously, if we feel like we can do that, we'll update the Commission on that, we'll go through Gary, and we'll try and see if maybe we can open up in April sometime next year.

Commissioner Fahl: That's exciting, and what a big change for the pool, that's great.

City Manager Whitehead: Not only are we trying to keep the bathrooms open, but Jocelyn brought in a technology company this week that we met with, talking about access control. I think that's the way for us to move where we could put electronic locks on the bathroom doors with some cameras, and that would be really nice to where OJ or the staff could unlock them at 8 in the morning electronically. We think that's step 2, once we find out if they can be open. We've talked about it in the office for a long time, so I really wanted him to share that, it's important, we get it. At the next Commission meeting, we will bring a proposal to you to potentially extend our seasonal worker

program. We've had some wins and losses in that, we've really not spent, we weren't able to keep a full staff working the whole time, so we have some cost savings, and that's where we want to say, can we extend the seasonals a few more weeks, keep some lifeguards going, and help at the parks where we could finish out the year, and get the parks in good healthy shape to go into winter. Trying to make things positive there.

Tara Manning, Animal Shelter Manager reported the following:

- I know everyone has probably read the paper, but I will still let you all know, as of June, we got a call from Best Friends saying that we are officially a no-kill shelter. So we are completely excited by that, we decided to celebrate even more, we had a really random donation of a blowup bouncy house, and I was like, "What are we going to do with this?" and then we found out we were a no-kill shelter, and we were like, "Blow it up and have a party for the dogs." So we did, we had a huge party, the water was going.

Mayor Pro-Tem Forrister: With their claws it popped?

Animal Shelter Manager Manning: Actually, it didn't, I was surprised. The puppies were jumping all around, but it never popped, it's still working. We took a ton of pictures. We posted on Facebook. Best Friends saw it, and they are going to put it in one of their monthly magazines that is coming up in the next few months. So that's super exciting because I guess they've never really talked about a New Mexico shelter before, as far as doing that, so we're super excited. Now for the boring stuff, all my data and numbers for you.

- This time last year, our save rate was at 87.95, not bad, not great. This year we're at 95.21, so we are doing an amazing job making sure that everyone is being saved, we have our medical grant from Best Friends that we have definitely utilized quite well to be able to save a good amount of animals, which is super exciting.
- Our adoption rates are down from last year, last year we did 163. This year we've done 114. So it's kind of sad, in that aspect, but we are joining the group, there's a ton of shelters across the country that are doing a clear the shelter event for the whole month of August, and we have decided to jump on the bandwagon, so we are doing discounted adoption fees for cats and dogs to help empty the shelter, in hopes that we can bring those adoption numbers back up to where they should be.
- The other exciting thing is last year, we did 72 rescues, that's it. This year we're up to 121, so we've almost doubled it. That really helps out with Project Fetch and Best Friends. With the amount of cat rescues and Desert Haven stepping up and really helping us out, we've been able to really save more animals than in years past.
- Our stray rates are a little bit down compared to years past, so that's nice. Not by a whole lot, only by 4 compared to last year, for example. But I give a big thanks to our Animal Control officers. Any animal that has a tag or a microchip, they're bringing them straight home. So that's really been helping us, and as far as the

adoptions, getting everyone microchipped before they leave the building, that's really helping. Offering a better deal for our microchips for citizens, that's helping a lot, because they're like, "Can I come in?" we microchip them, they walk out the door, Animal Control picks them up, they bring them right home. So that's been really nice.

- We've had our 15th litter of dumped puppies this year, so that stinks. We are currently working on getting a spay and neuter grant to be able to help not just the shelter animals, but we're going to look into options where we can open it up to the public, so that's something that OJ, Gary, and I will have to sit down and figure out the details on how to make that happen, so that hopefully we will have less puppies coming into the building. And kittens, but kittens are about the same compared to years past.

Commissioner Fahl: Could you tell the public again what the fees are for the microchipping if they come in?

Animal Shelter Manager Manning: \$20, we microchip them on the spot, we register it on their behalf, and it is a lifetime membership. Some shelters and vets, I believe our local vet charges a little extra, but they charge \$20 a year for it. Ours is a lifetime membership, so you can move a million times in that animal's life, login online, so you don't even have to talk to a person, which is probably one of our favorite things nowadays sometimes is not sitting on hold, and you can update all your information online and it updates instantly.

Commissioner Fahl: And if your dog has already been microchipped, you think, but maybe not, you can just check.

Animal Shelter Manager Manning: You can bring them by the shelter, we'll check for you, if it is microchipped, we'll give you the number, let you know what company it's with, so you can update the information.

Commissioner Fahl: That's good info, thank you.

Mayor Hechler: I don't know if the rest of you have noticed or not, but the more successful you are, the more successful you're going to get, because everybody wants to be part of the winning team, you're doing a good job.

Gary Whitehead, City Manager reported the following on behalf of Facilities:

City Manager Whitehead: Facilities is working, keeping the lights on, keeping things working, we've got some projects, we've got an auction coming up, we will try to get some items out of storage that need to go to the auction in November. We are going to try to work on the Civic Center, that pool table, there are two pool tables there, we're going to get those to auction so we can open up that kitchen area and kind of get that project started. David and the team, they've been really busy, it's kind of a short crew, a

lot of air conditioner work throughout the year, so they're really busy and hopping. We want to thank them for what they're doing.

City Commission reports:

Commissioner Hoeppner reported the following:

- I am glad that there are more people visiting our downtown area.
- When it comes to trees downtown, they have those removable planters that we could add along the sidewalk and that will help the trees to mature before we plant them in our parks.
- I am happy that the Foch Street project is moving forward, it will be a nice addition.
- It's good to see that the Healing Waters Plaza is being utilized more to bring people together.

Commissioner Mitchell reported the following:

- The Fall fiesta is going to be happening the second weekend in September. It was kind of a mini-Fiesta idea. It will be out in the paper this week, but we've got all the bands lined up, vendor applications out, we've got games and contests on the plaza, we're bringing in a fiesta bowling tournament, a horseshoe tournament, and just a whole bunch of stuff the 12th, 13th, and 14th of September. It's going to be like Fiesta, food trucks and vendors and stuff but just not the full scale of it. We had a lot of requests for Fiesta t-shirts and merchandise, so we will have a table setup all weekend and just get one more rendition of our 75th anniversary. We will be doing the second game show on that Saturday, and we will be putting a call out for contestants. Truth or Consequences live game show, so we are looking forward to that at El Cortez.
- With what OJ said about the pool, it's been great, the water is perfect. People are coming, normally we have busy times when we have to be more alert because there are lots of kids and swimmers, so it's been a lot of fun and I'm looking forward to hopefully having it open earlier next year.

Commissioner Fahl: How did the swimming lessons go?

- Swim lessons were great. We had over 80 children take advantage of the swimming lessons this year. I actually had to push 20 of them off until later in the season because I just didn't have time, but we had a very successful swim lesson program this year. Thanks to the swimming team for stepping up and helping. We are hoping we can do it again next year because it's super important for everybody in our community to learn how to swim, we have the lake, the river, the hot springs, there's no real excuse. You should be able to have access to that and have it for free. We did charge a pool admission fee for lessons, but they didn't actually have to pay for the lessons themselves.
- We also partnered with a retired international cliff diver, Sam Hernandez, he joined with us this year and has been offering free diving lessons for the kids, so that's been really exciting too.

Commissioner Fahl reported the following:

- Just a brief note that the Turtleback Trail Network Group still continues to meet, we just met yesterday, and we continue to focus on working towards securing land and easements for the footbridge.
- The sign committee for the interpretive signs are meeting next week, and hopefully we will have the draft verbiage of what we're going to have for the signs put together. Once we have that, it shouldn't be long after that that we'll get someone local to help us design what they will look like and get them ordered, so hopefully this fall I can get the signs ordered, so that'll be really exciting to get a real visual thing to see for our 9 years of meetings.

Mayor Pro-Tem Forrister reported the following:

- I wanted to clarify why those trees were removed in the downtown area, due to lots of the water lines and the private commercial property damage and sidewalk damage that was done, and now it's my understanding that DOT won't allow for trees within their right of way. Just some things to consider with the trees.

Mayor Hechler: But I like the planter idea. To contain those trees within an object, then we might be able to do something.

Commissioner Fahl: And you know, you can get more shallow-rooted trees that would still provide shade.

Mayor Pro-Tem Forrister: And I'm sure CR Soil and maybe Tree New Mexico –

Commissioner Mitchell: June Russett just posted on our live feed that if we go down and talk, their next Tree New Mexico event I think is in November this year, if we go ask, we can get free trees. We just have to get an inspection and they have to get permission.

Mayor Pro-Tem Forrister: Perfect. I think MainStreet needs to form a tree committee.

Commissioner Mitchell: Tree New Mexico, they hire people locally to start working with them, to do the tree-or-c planting, so they've done two so far, and they are going to continue that program. I think the city and OJ has probably had some of the trees in the Parks Department already, and I know we did the golf course last time. We could definitely get on there and utilize those free trees and beautify downtown.

- I attended the P&Z meeting on Monday. There was discussion about looking at codes, I am in agreement that our codes probably need to be looked at and updated. I don't know how that process is going, if they're just going to bring up codes as they see them, but if at all possible, and I don't know if it's legal to do this or not, but I think we should have workshops. I don't want them to come to us with all these changes, and we haven't ever sat down and had communication about it and have to make our decision.

City Clerk Torres: Right now, what they're doing is, they are doing workshops. We have two options, you guys could attend their workshops, so next time we would just send an invite to all of you guys when they do have the workshops, and you could attend, or after they're done completing a section, then we could bring it to you guys and you could have your own workshop, or you could do both.

City Attorney Rubin: It might work better if we did a piece now, I think. There's a lot there.

Mayor Hechler reported the following:

- NMDOT is finalizing design plans for the striping lane modifications. They have secured the funding, so that's forthcoming, they will start advertising soon, and they'll have a couple of meetings. Construction could begin as early as next year, so it's moving along, they're doing what they're supposed to be doing, they've secured the funding and I think that's the important thing.
- I'm involved pretty heavily in the hospital CEO selections, we had 42 resumes submitted. With the help of Ovation Healthcare, the list was reduced to 8 well-qualified candidates. Our committee reviewed, at length, these resumes and reduced the list to 5, and we will hold virtual initial interviews soon, spending between one and one and a half hours per candidate. It will be a lengthy process to get through those 5 candidates. Once we get through those 5 candidates, hopefully we will invite one or two to our community, introduce them to our hospital staff, to our boards, everybody in the city that could possibly be involved, and hopefully we will make a final selection. We are moving pretty quickly on this thing, the interim CEO gave us between 6 months and a year before he wants to return, he's doing a good job for us, we're shooting for that 6-month level to get our new CEO, and hopefully we will find one that will last with us for a while.

Commissioner Mitchell: A note on that, I just remembered that Spaceport is having their open house on September 21st, and right now, there is a call for vendors. I believe that you just have to register online to go out there and check it out.

City Attorney Reports:

City Attorney Rubin reported the following:

- I will just mention, I am mindful that a few months ago, I did give the City Commission several updates on some of the cases we were involved in, I'm hoping by the next time we meet I'll be able to bring it back in closed session and give you some favorable updates.

F. CONSENT CALENDAR:

1. City Commission Regular Minutes, July 9, 2025
2. City Commission Regular Minutes, July 23, 2025
3. City Commission Special Minutes, July 30, 2025
4. Acknowledge Regular Lodgers Advisory Board Minutes, June 23, 2025
5. July 2025 Accounts Payable

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

G. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 09 25/26 for fees and regulations for the use of city canopy tents.

City Manager Whitehead: We've had a request to use some tents we've purchased through lodger's tax that have been used for Fiesta and some other events. The Spaceport is having their event and they've asked if they can use the tents, so we've come up with a concept here, we're asking for your permission to utilize the tents for government to government events only, we're really not looking to rent these tents out to the public, we don't think A) they're capable of doing it and B) we really don't have the staff to be in the rental business. But in this case, we can be supportive to the Spaceport. We are asking you to grant us permission to use these in a government-to-government situation at no cost to the government entity, which would be under a normal MOU, we are allowed to do so. The entity would be responsible for replacing them if they were completely damaged, we put the cost of those in there, and we are asking that the agency that is going to use them would have to have the staff to install them, to put them up, and then we would just provide one of our staff, Community Services knows how to do it, and we would provide one person to coach and help the staff put them up, get them down, and we'd like to do that at no cost to see how well that works. That's the idea here, and only the Spaceport has asked to use them, so really it would be just for that event. Angela and her staff have put that together and I think OJ's been in a little bit of the conversation, so we would stand for any questions.

City Attorney Rubin: If I could just expand on that, I agree with Gary that we're talking about government-to-government use, but we also expanded it so that the rental is approved by the Lodger's Tax Advisory Board. That's in the resolution.

City Clerk Torres: And that's for non-governmental entities.

Mayor Pro-Tem Forrister: So governmental entities can be approved through admin?

City Clerk Torres: At the Clerk's office, the City Manager, and Community Development.

Mayor Pro-Tem Forrister: And if they aren't governmental, they can go to Lodger's Tax and they can decide?

City Clerk Torres: Yeah, and then they'll request it through the board.

Mayor Pro-Tem Forrister: And I'm assuming we will have a credit card on file or a prepayment of the \$1,200?

Commissioner Fahl: Well, it's a government so they're not going to run out. I would just say if they tear them, then we bill them. A government can't prepay. They have to wait for services to be rendered. We would invoice them, and they would have to pay for it.

City Clerk Torres: And Jay will go after them.

Mayor Hechler: Talking about appropriate use of these tents, I think that's fine. We had this conversation, Mr. Whitehead, that we know these are not commercial-grade tents, and therefore, I would like to suggest that we use some Lodger's Tax down the road and purchase some commercial-grade tents, maybe replace these one or two at a time through the next 3 or 4 years, however we want to do it, so that if we're going to do things like this, then we'll have appropriate merchandise that we can put up and that'll last, that we can put up and not worry about them. These, you put them up and you worry about them, so it would be nice to get to that point if we're going to do this.

Mayor Pro-Tem Forrister moved to approve Resolution No. 09 25/26 for fees and regulations for the use of city canopy tents. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.

Tyler Knull, Code Enforcement Officer: Just to preface some things a little bit, you guys all have this nice thick packet, I hope it's all in color for you guys because the colors are important. Anything in red is an addition, anything that's black with nothing through it is unchanged, and anything that's green currently exists in our Code of Ordinances and is being moved. So even if it shifted a line, it's now green. We also added some comments to show where things were referenced from, where I got the idea from. This has been a very collaborative project, and I hope to keep it that way. This is by no means what I plan to put out there to the books, I want to keep it collaborative, I've worked with Manager Whitehead on making sure that it stays collaborative and the community is involved with any changes that we have. That being said, we have really big changes. The first one, being on page 18, penalties: Right now, courts do not want to enforce our Animal Control Ordinance, they enforce very basic things, but they really don't want to because there's no set penalty. It's very up in the air of what they can and can't do. Article 3 penalties on page 18, and I'm hoping that you guys don't have double sided and I'm giving you a wrong page. So the new penalties article is created mostly out of section 1-10 which is our general penalty for all city ordinances, but it also includes a couple different sections under that article, one for restitution, which allows the judge to allow a conviction to go straight back to a victim, so say an animal bites someone, and there are damages and things like that, rather than the judge fining a perpetrator, that money instead of a fine, will go straight back to the victim to pay for medical costs, rather than the victim having to go through a separate civil case. What I've found is

restorative justice is a really big thing for a growing community, and the community wants to feel like they're getting some sort of justice with what's going on. A lot of the time, people don't want to get someone in trouble, they just want to go to court, get money for any damages caused, and call it that. This restitution section under our new penalty section would allow a judge to do that. The penalty will not change from what it currently is, this is just specifying for this chapter, these are the penalties based on what already exists. Penalties are not getting stronger with this revision, I just want to add that as well because I know the community will be looking at that. They're not getting any more harsh. I've been working with Tara and Angela on things like this revision to ensure that we are helping out the shelter the best we can. Some new things that you'll see added into the revision is a companion animal microchip requirement. What a lot of cities are doing is replacing their current city animal license process with a microchip requirement. The reason that they're doing this is because microchips are permanent, once you register them, it's consistently there. What I plan to bring to you guys, and you guys can shut this down completely, but Tara has already explained that we scan every animal that we pick up for a microchip. If every animal has a microchip, that means less animals going into the shelter, that means more room for owner surrenders at the shelter, more room for bite cases, more room for the rest of the county to house animals that go in. So we want to make sure that every animal has a microchip that we can scan and get the animal home, instead of someone having to go pay impound fees, that'll help the community out greatly. The reason this could replace a city animal license is like I said, because it's permanent. What people would do is go to the City Clerk's office, file their microchip number and registration information, they can use any company they like, they just file that with the Clerk's office, the Clerk's office will keep it consistently updated, and all you'd have to do rather than updating your animal license is go continue to ensure that your contact information on that registration is up to date. Then you don't have to pay an annual or bi-annual licensing fee for your animal, it's a onetime fee for your microchip, and then you just keep your information up to date with the Clerk's office.

Mayor Hechler: What identifies a companion animal? Is it the person that identifies it is it the city that identifies it?

Tyler Knull, Code Enforcement Officer: We actually added a bunch of new definitions to clarify a lot of these things. Companion Animal is defined on page 4 under the definitions. A Companion Pet or Companion Animal means a dog or cat that is not a hybrid, and if it's a pet it's a companion animal. We're not calling it a pet anymore, it's just a Companion Animal, that way it clarifies some things within the ordinance from exotic animals, wild animals, a ferret isn't a companion animal, you're not taking it around, it's considered an exotic animal. We've defined companion birds and exotic animals, wild animals, per what the state code has for those things. We've added a lot of different definitions to help clarify some things in the code because we have loopholes in the code the size of elephants, I even found sections of the ordinance that still reference the Police Department handling the Animal Shelter and being in charge of that, that's how out of date this code is. Another big change you'll see is the Multi-Animal Site Permit, I know there's been talk in the past, and this may not be where the

commission stands on it now, but I know there's been talk in the past instead of bringing Kennel Permits and Multi-Animal Site Permits to the Commission every single time, we would only bring the initial application, and then if anything changes we would bring it back to the Commission. They would just continue to update us, we would continue doing annual inspections, and then we wouldn't bring it back to the commission unless major changes have been done to the site. We've also changed sections for the impounding and safekeeping sections to help the Animal Shelter with their current practices. Currently they're holding for 5 days for an incarceration hold, and 10 days for a medical hold. Our current ordinance says that you hold for 3 days, that's it. We're updating it to get with the Animal Shelter's best practices. The entire point of revising this code is to be more community-oriented with things like safekeeps, Animal Shelter numbers getting down, things like that. This is going to be really controversial, I know that revising an entire code, the community wants to know why we think this is necessary. Well, like I said, we're still finding sections that reference the Police Department being in charge of the Animal Shelter, there's still stuff that says we have to dispose of animals after 3 days which means euthanize the animal, so we're just trying to update the code, and the intent with this is to be a living, breathing, document where we bring it back, not to the Commission every year, but we review it at least once a year, and see what's working for us and what isn't working for us. The last time this was revised was in 2022. Other sections, the Repeat Offenders section was added, so if you have 3 separate counts of animal cruelty, you are deemed a repeat offender, and the court can convict you of repeat offender, and remove your animal from your property for a certain amount of time. I think if you have three animal cruelty convictions and you are on a fourth one, you probably shouldn't have the animal, that's my opinion, but this would allow for the court to remove the animal in that specific circumstance. Also, with the Animals Disturbing the Peace section, we have clarified a lot of things in there. We clarified what intermittent, persistent, and continuous barking are, and we've clarified some specific times for that barking. So, dogs bark, cat's meow, chickens make noises, right, animals make noises. Right now, we can get a call at any time of the day, right now the other Animal Control Officers can be responding and going to a barking dog complaint right now. We know that animals make noise, and we want to ensure that it's clarified that we can allow animals to make noise, but we're specifying what's considered reasonable, because on top of that, we have no weekend coverage for Animal Control. Law enforcement officers are currently responding and saying, "We have no ground to stand on here. Our noise ordinance is too vague for animals disturbing the peace." and not even a judge wants to enforce it, because someone could call right now and say, "This dog's been barking for 5 minutes and it's keeping me awake." We have to be reasonable with the ordinance, so we've clarified a lot of things in that specific section. Animals in Vehicles; currently we have a vague ordinance on that, saying that you can't have an animal in a vehicle unless there's cross-ventilation. That's all it says.

Mayor Pro-Tem Forrister: What's cross-ventilation?

Tyler Knull, Code Enforcement Officer: Exactly. We have clarified that an animal cannot be inside a vehicle with temperatures 80 degrees or higher without air conditioning

being turned on in that vehicle. A dog can actually go into heat stroke after 15 minutes of being in the heat. If it's in an 80-degree car, that's maybe not very bad for us, but animals have fur and sometimes animals have thick fur, and sometimes that animal's being left in a car for an hour while someone's shopping in Walmart. If the temperature is above 80 degrees, the interior of the vehicle, which we have tools we use to check the temperatures of the vehicles, then you have to have air conditioning. If you don't have air conditioning turned on for that animal, it's evidence of a violation of that section and you can be charged with animal cruelty for leaving your animal in a vehicle. It also states that you have to make sure, no matter the temperature, the animal is protected from inclement weather, whether it is extreme cold, extreme heat, wind, anything. So, if you're transporting an animal, you can't just leave it in the back of a truck and leave it to fend for itself while you're shopping in Walmart. You wouldn't do it with your kid, you shouldn't do it with your animal, to an extent. We also added some new section to the Care and Maintenance section of the ordinance, identifying what's considered adequate space. I reference this from Las Cruces because they have specifications for each size of animal for a minimum requirement per animal. Currently, our Multi-Animal site permit doesn't clarify what adequate space is. Our Cruelty, Care and Maintenance section doesn't clarify what adequate space is, it's really vague. It was even brought up at the Planning & Zoning meeting, what is considered adequate space? So we've identified what adequate space is, if you look at page 30, page 214 in your packet, that's our new Care and Maintenance section. Basically, with our entire animal cruelty article, I've split up what cruelty is and given it separate sections that way it closes some enforcement gaps and reduces some misinterpretation of that section. If you go two more pages on page 216 in the packet, where it says space, so we've identified that the minimum space required for cats is a minimum of 4 square feet of flat floor space and 22 inches of vertical space. You'll also see for each dog weighing less than 30 pounds, over 30 pounds, and up to 65 pounds, we have separate space requirements. And then for birds, saying that birds have to have an adequate amount of space to fully stretch their wings.

Commissioner Fahl: What about chickens?

Tyler Knull, Code Enforcement Officer: They're considered birds, right? So, we're making sure that all animals have space because right now we have people putting dogs in crates and constantly leaving them there. That's not really fair to the animal, we want to make sure that animals have enough room to have fun, move around, and be active. Under the Cruelty Care and Maintenance section; we also have included a section for Environmental Enrichment. Environmental enrichment is extremely important to animals. An example would be a cat scratch pole for a cat. How many people do you think have animals that don't provide them with any nourishment environmental-wise. They don't have toys, they don't have scratch poles, they don't have space to move around.

Commissioner Fahl: They have shoes.

Tyler Knull, Code Enforcement Officer: That could be considered one. If someone wants to use a shoe as a toy for an animal, they could say it is one. But if it's not a working dog, we have people that just throw their dog out in their yard and give them the bare minimum. Bare minimum should be having a toy for an animal because it reduces aggression in animals, if an animal doesn't have a toy to play with or even a companion to play with, it can be aggressive or become aggressive because it's bored. That's how you can see animals starting to lash out, especially trying to get out of the yard because they're bored and want to go for a walk, so environmental enrichment is important. Environmental enrichment is defined as allowing the animal to have a toy or something to allow it to groom itself (cat scratch poles for example), stimulate its mental abilities, and stimulate its physical abilities. Just like humans, environmental enrichment is important for animals.

Commissioner Fahl: Saying about a shoe, I mean, I have that for my pets because we spoil our pets, but some people don't have those kinds of funds, so I think when they're looking at that, you can't, "Well it has to be a cat" because maybe they can't afford that, they can take care of the cat but they can't afford basic expensive toys.

Tyler Knull, Code Enforcement Officer: That was simply an example, something that can be environmental nourishment. My dog will be happy if I tie a rope to a tree and she can tug on it, so something like that.

Commissioner Fahl: Something they can play with.

Tyler Knull, Code Enforcement Officer: Yeah, exactly. A couple of other big changes that were added, an Intact Animal Permit. So, if you don't want to get your animal spade or neutered, that's fine, you can get a permit from the Clerk's office that basically says, "I don't have my animal spade or neutered." The fees can be set by resolutions, so it can be as low or as high as we want. Basically, that's just a way for us to keep track of who doesn't have a spade or neutered animal because we want to know which animals are going to go into heat and be attracting other animals. We also want to know which other people are not fixing their animals and potentially using their animals for hobby breeding. Like Tara said, they're on their 15th litter of dumped puppies. We get a lot of calls of, "My dog just had puppies, I don't want them, what do I do with them?" so they either keep the animals, and now they're failing to comply with our Multi-Animal Site Permit requirements, or they're dumping them in a box, or they're taking them to the shelter, and throwing them at the shelter and saying, "This is your problem now."

Mayor Pro-Tem Forrister: That one scares me a little bit. I feel like the people that are going to comply with that aren't the ones that are calling Tara. The ones that are having those situations, they're not going to be applying, they're not purposely breeding those animals.

Tyler Knull, Code Enforcement Officer: Right, this is intended to be more of an incentive to get your animals spade or neutered because that reduces the amount of unwanted animals, this isn't to say you have to do it, that's why there's the ability to say, "I don't

want to do it, I'm just going to go get a permit from the Animal Shelter." And yes, of course there's always going to be that argument where they're not going to comply, they already don't comply, so they're not going to in the future, but we can make that argument with any part of the section. This is mostly an incentive to get your animals fixed so we can reduce the amount of it.

Mayor Pro-Tem Forrister: Yeah, and then I think Tara offered, there were some dogs running loose out in the county, and I think we, as a city, spayed and neutered them for free is my understanding, because we were getting numerous puppies out of that one parent.

Tara Manning, Animal Shelter Manager: Was that a few years ago?

Mayor Pro-Tem Forrister: Probably 2 years ago.

Tara Manning, Animal Shelter Manager: There was 4 moms, the same dad for all 4 litters, and it ended up being 34 puppies from all 4. We did accept the puppies in on the terms that he had to get the animal fixed and bring them a little over time because 34 puppies is a lot for a shelter.

Mayor Pro-Tem Forrister: Well, it's cheaper for us to pay for the neutering.

Tara Manning, Animal Shelter Manager: And he gave me information for CAAT and SCARS, CAAT paid for 2, SCARS paid for the other 2 of the animals. So, we do have those organizations that are helping to get animals fixed at pretty much a very low cost, if anything. And then Desert Haven has their program to help with animals getting fixed at a very low cost, so it's very easy to get a dog fixed even for those that are struggling. For example, SCARS only asks for a \$20 donation to get their animals fixed so they can continue paying it forward to everyone else.

Mayor Pro-Tem Forrister: I just feel like that's going to give us some headaches down the road.

Tyler Knull, Code Enforcement Officer: That's exactly why I want to keep this entire revision a collaborative thing between the community, I invite people to call up the office at the Police Station and request to speak with me regarding questions about this. I encourage you guys to email me or call me and ask questions on it.

Mayor Pro-Tem Forrister: How long are we going to keep this open and revise it and bring it back? When are you planning on it?

Tyler Knull, Code Enforcement Officer: So if you guys approve it for publication, this is going to go for publication for 60 days, that's what I discussed with Manager Whitehead, and we plan to have a minimum of one town hall meeting on it, but if we see a lot of interest in it, then we'll have multiple town halls to invite the community to come and express their concerns, maybe they really like part of it but they wish we would change

another part, things like that. Not everything was changed, and I've worked with Best Friends Animal Society as well, they've reached out to me because they saw the revision and wanted to include some things. They've also brought up some things like community cat programs, which I didn't include in this revision because I know in the past we've brought that up, and it's a very divisive issue, but if the community ends up wanting community cat programs, I'm not against it, and I'm not against putting things like that into this revision before we publish it. The intent is to stay very collaborative with the community, I don't want people to be surprised like, "This just came out of nowhere, why are we doing this?" I want people to be aware of it.

Mayor Pro-Tem Forrister: And then I'm assuming legal will look at it. I saw somewhere in there about if the officer feels like a dog is being neglected, they can take that dog on the spot? Is that legal?

City Attorney Rubin: I'll give general comment on this.

Mayor Pro-Tem Forrister: And then, I know I'm jumping ahead, and I'll let you get back in just a minute, but livestock; can we overrule a state law?

Tyler Knull, Code Enforcement Officer: We cannot.

Mayor Pro-Tem Forrister: So, state law says that it's a fence-out state, but the revision is saying if livestock is going.

Tyler Knull, Code Enforcement Officer: The way that ordinances work, and it's the same way with state law and federal law, you can be more strict, but not less strict. The state says yes, it's a fence-out state, but we can require that animals are fenced-in on a property and they can't be allowed to run at large and cause a nuisance. State law says that animal cruelty is hitting a dog, and that's not exactly what it says, but state law for animal cruelty is very vague, we can say that animal cruelty is not providing a clean-living space for your animal, not providing adequate space. So, we can be more strict, but not less strict than state law.

Mayor Pro-Tem Forrister: I understand. I know a lot of the times when the river is down, we have cattle coming across and things like that. I also wanted us to err on the side of common sense, and if that is happening, I don't think that that rancher should be cited for those things.

Tyler Knull, Code Enforcement Officer: And I will state that though it has caused a very big nuisance in the past, and I know we have a lot of community members that get upset with cows crossing the river, I haven't cited for that, personally. We normally can contact the livestock owner, and they come pick it up, and that's the biggest thing with any violation of this section, if we can get compliance, we're probably not going to cite you for it, as long as we can get the compliance, and it's reasonable. We know that New Mexico is a fence-out state, we understand that we're in a rural area, citing might be a little bit too harsh unless there's some extenuating circumstances like a cow causing

property damage or being a big nuisance rather than just crossing the river and munching on some cactus.

Mayor Pro-Tem Forrister: And fertilizing the baseball fields.

Tyler Knull, Code Enforcement Officer: Right. So that's with anything in this section, we tend to err on the side of discretion with it, and this ordinance revision definitely opens it up for us to be a lot more discretionary with it, and allows the Animal Control Officer to not only know exactly what the violation is, because it's a lot less vague, but allows them to have their discretion exercised and decide to either cite or not cite depending on what they feel is necessary at the time. But the violations are very clear in this revision.

Commissioner Fahl: Well I want to follow up on Amanda's point about livestock, as in cattle, I would say that's what we're really talking about, and we say, "Well yeah, he's the permittee and if they get out, he'll go get them." but then the next person comes along and says, "Well we don't like that rancher and I don't like livestock so I'm going to fine them out the wazoo." And I don't want us to go down that path, this is an agriculture community and if we're turning into a city where people can fine a rancher for having a cow over here, then that's not who we are. So, when you're saying that's up to interpretation, we don't want that kind of door to be open so that Animal Control Officer or the City Manager, the Commission, says, "Well we don't like cows because I'm from New York and I don't want cows in my yard." I don't want us to have the reputation as a community that we've lost our roots that far.

Tyler Knull, Code Enforcement Officer: Our current livestock ordinance for running at large is section 3-99 and it says that an animal owner or livestock owner can be cited for allowing livestock to run at large, regardless of the origin of that animal.

Commissioner Fahl: So, it already exists?

Tyler Knull, Code Enforcement Officer: It already says that.

Commissioner Fahl: But we haven't done that.

Tyler Knull, Code Enforcement Officer: We haven't, no, because they haven't created enough of a nuisance every single time to where we felt like it was necessary to cite them. They're very responsive with us and they come pick it up.

Mayor Pro-Tem Forrister: Again, it's up the interpretation of the officer.

Tyler Knull, Code Enforcement Officer: Right. I haven't touched that one in this revision because that was one that I really wanted to talk with the community about and see what they felt. Like I said, our current section says that a livestock owner can be cited for allowing livestock to run at large, regardless of the origin of the animal. So even if the animal runs from Hatch and comes here, which I'm not saying is possible, but it

could, then they can still be cited in Hatch for violating our city ordinance. That's the way it's written now and I haven't touched that in this section, and I haven't touched a lot of things in here because I want the community to come forward and say, "You know what we like the way that is." or "We don't like it, we should adjust it this way." And you've already brought up a great point.

Commissioner Fahl: We don't want to lose our roots.

Tyler Knull, Code Enforcement Officer: Right. So those are the biggest changes, and I know that there's 71 pages of things here, that's simply because it doesn't actually take anything out, it just crosses it out if I'm deleting it. There's probably only 30 pages of changes here in this entire code. But the biggest changes, like I said, were the microchip permit, to get your microchips for your animals, and potentially replace our current city licensing process with that, I haven't taken out the licensing section because I wanted to bring that forward and see if the community likes the current licensing process or if they want to replace it with a permanent solution like microchipping like a lot of other cities. We've also included one other, probably very controversial, section regarding guard dogs. We haven't run into it yet, but I have tried to go through and future-proof our ordinance just in case we have something that comes up, that way we have something regulating it. So, guard dogs are a common thing that cities are starting to regulate now, basically it's not a companion animal, it's a type of working animal that you're using to guard a premises, only on your premises, not allowing it to walk around. If I have a commercial business that I want to have a dog at, I can have a dog protecting my commercial interests like a junkyard dog, for example, and this allows someone to get a permit to regulate that potential liability for that person. That's a very detailed section and I encourage you guys to look at it, see if there are any changes, but some stipulations that are required are: you can't be within 500 feet of a school, public park, or dog park, you have to have proof of liability insurance for that animal, and a bunch of other things that I took specifically from Las Cruces and Santa Fe county that regulate guard dogs already.

Commissioner Fahl: We do appreciate that you have it in different colors so that everybody can see what you're striking and what's new, it's very easy to follow along with the changes.

Mayor Pro-Tem Forrister: So red is what you're adding?

Tyler Knull, Code Enforcement Officer: Anything in red is an addition, anything that has a black strike through, I'm deleting it, anything in green currently exists in the document but it's just moved. You might even see some blue in there, which is a format change, but other than that those are the three main colors.

Mayor Hechler: I want to make just a couple of comments. I spent a little time with this last night and made about 3 or 4 pages of notes. Now that I know we have 60 days to report all, I won't labor everybody with all those notes. I want to say that this covered virtually everything within the city, you did a very comprehensive plan, it covers

everything, but it also lends itself that if somebody wanted to, you could write 100 tickets a day because there's a lot of violations that currently exist and will exist within the city, so officer discretion is going to be very important here. Education for our public is going to be very important here. We're going to have to roll this thing out. And the third thing I'm going to say is we're going to have to contact our magistrate judge and apprise him of our new ordinances, let him know what's going on, and get their take to see what they're going to want us to enforce, and how they're going to deal with it.

Tyler Knull, Code Enforcement Officer: Exactly.

Mayor Hechler: Remember that a citation isn't the end of it, it's a report to the court. So, if you have an officer that writes 30 tickets because there's 30 cows in the park, that's only a ticket, it doesn't mean anything. You go to court and the judge will make the final decision about whether that citation is going to stand or what the direction's going to be. So that's kind of our checks and balances of the system. So, I think the judge component is going to be an important thing too, especially if you apprise a judge of what we're having issues with and ask him for support, that could help our situation. That way I don't have to go through all this, I think I'm just going to say, we have 60 days for comment, we need to make sure that everybody gets a hold of this thing, we need to get with the public and get through feedback, and then we can take a look at this thing.

Tyler Knull, Code Enforcement Officer: And like I said, I encourage people to ask me questions. I encourage people to ask you guys questions that you can bring to me. However people want to voice their concerns, I'll be working with Carrie as well to see if maybe we can get something, like an online QR code, that people can scan and look at this and say, "Hey I really don't like that." And we can look at it. To an extent, I know that people maybe don't want to change certain things, but certain things do need to be changed. We still have places that say that the municipal court is in charge of enforcing this, and we don't have a municipal court. So certain things do need to be changed regardless of how people feel about it, because technicality-wise it just needs to be, and certain things need to be kept in there because of legality terms and things like that, so there's some extents that we can't go, but I would love to hear what the community thinks on any changes that we make here.

Mayor Pro-Tem Forrister: And I would just like to say, thank you for taking this on. It looks like you've put a lot of time in here. Being the boots on the ground, you're seeing what needs to be changed the most and how that goes, and having these public forums where you can explain where you're coming from on things, what law is, and certain things of that nature. Again, with Rolf, I have questions and comments too, and I'm glad we have 60 days to kind of look through this. I do want to just point out, maybe the county's not as pertinent to this, but Elephant Butte and Williamsburg are cities and how are we going to enforce certain things on them through our Animal Shelter, and things like that.

CITY COMMISSION AUGUST 13, 2025 REGULAR MEETING MINUTES

Tyler Knull, Code Enforcement Officer: I'm sure you guys are aware that we currently have MOU's with them where we enforce ordinances that they've adopted. So currently, Elephant Butte and Williamsburg mirror our ordinances, which can turn into an issue because we have some issues with our ordinance, which is why we're revising it. Anything that has to do with the Animal Shelter, once it's there, it's in our jurisdiction and we have the ability to enforce it.

Mayor Pro-Tem Forrister: I guess, maybe more my thing was going back to the intact thing, we want them to come in and apply through the city, but they're their own cities, so are they going to adopt that too, and then have to go and apply for an intact animal permit? So just things like that. And of course we can keep talking about this for hours.

Mayor Hechler: We are certainly going to share this ordinance once it's approved with those other communities and see if they'll want to make those changes.

Tyler Knull, Code Enforcement Officer: Exactly.

City Attorney Rubin: I'd like to make some comments. Thank you, Officer Knull, and I was not involved, actually, putting this together, but in order to be prepared today, I did actually go through this yesterday. So, I have a general idea of where things are. So, as I understand it, the first 14 pages are definitions, and then I think it's pages 15-52 that are basically the general ordinance revisions, and then I saw pages 53-71 are all deletions. So, here's my question, if I am understanding how to read it, the green text is not really a change, it's basically that you're putting it in a different position.

Tyler Knull, Code Enforcement Officer: Correct. One of the big things that you see, and why there's a lot of red and these pages just full of deletions is because the entire ordinance was restructured to have a better flow. So there are a lot of things that may even be in red that aren't actually changed, they currently exist, they're marked red but everything is just in a different location for improving flow.

City Attorney Rubin: My question is, I saw in pages 53-71, there is a lot of green text. I was trying to understand, why would something be moved to that part and then be deleted?

Tyler Knull, Code Enforcement Officer: The original place that it was moved from has a green strikethrough. So, if it has a green strikethrough, that's where it originally existed, so if you look on the very first page, for example, administration of the chapter is crossed out and that's all in green. That's the original location of where administration of the chapter would be, and it has a green underline for the new location, so it's really hard to tell exactly where it was moved to, but it was moved.

City Attorney Rubin: I just didn't understand why we are moving something to a different section when we can just delete it right where it was?

Tyler Knull, Code Enforcement Officer: So that's kind of what Microsoft Word did, I kind of saved myself some time and I downloaded and edited the current ordinance to match formatting, but then I allowed AI to basically go through and make sure all of the changes that were removed are strikethroughs, anything added is in red, so AI did that which is why it looks a little bit wonky, but I did go through and confirm that nothing was taken out that shouldn't have been by AI, because we know that there can be errors. I did go through and do some quality control to make sure none of that happened, but it does just end up looking a little off, so formatting-wise, this is not the best thing to look at.

City Attorney Rubin: Well, what I did yesterday is I read the definitions, and I wrote down about 10 of them that I think might deserve future discussion. It's really important, the definitions are always really vital because, really, that sets the tone for the rest of the ordinance, as these words appear in the actual laws itself. I went through those. I did not read word-for-word the body of the ordinance from page 15-53. What I did, using my experience from handling these cases in municipal court, I wrote down the sections that I know are going to be coming up in court, they come up all the time. I'm prepared to at least tell the commission where these things are to be found, I can do that. Let me give you an idea as to why the definitions are so important. In fact, the very first page, page 1: Abandonment of Animals, it says "Abandonment of animals means to desert deliberately and/or to relinquish the supervision of care of any animal, regardless of age or condition, on one's premises or property other than one's own without permission." For example, using the word deliberately is very important, because now we're talking about intent. The way abandonment of animals was written before is you didn't actually have to show intent, if an animal was abandoned or had not been provided sufficient food or water for a period of time, that in itself was abandonment. Now, by using the word deliberately, now you're talking about a person's state of mind, and it's like that throughout all these definitions. I want to just caution, well I say caution, you did a great job, but there are things here that we really need to look at, as to how it's going to be interpreted by the court. Like I said, I wrote down the ordinance numbers I thought were really important, such as Seizure of Animals 3-8, Restraint of Animals 3-7, Animals Disturbing the Peace 3-91, and there are more that I wrote down. I just want you to know that I went through that. It will be helpful to the Commission, because I know there's a lot to read here, there's a lot going on, I wouldn't mind writing a memorandum to Gary if you wanted me to, and I could basically say, "Here's where I think are the things you might want to be focusing on, and the things I found." I'm not necessarily going to say I disagree with this particular ordinance or anything, because I want to hear from the Commission, I want to hear from the workshops, but I'm willing to say, "These are the things that I saw that might deserve further discussion." I just want you to know, I'm open to if you want me to.

Tyler Knull, Code Enforcement Officer: The person that I worked with at Best Friends Animal Society is actually their legal representative, they serve on their legal team, and she went through and reviewed everything. She's familiar with animal law, and I took what she said with a grain of salt to an extent because I understand that she's not our lawyer, I understand that she's not our legal team, but she did have some really good

points that made me go through and look at things. For example, what Jay brought up, now we're talking about someone's state of mind with "deliberately" abandoning the animal, so now if someone doesn't intend to abandon their animal, but does abandon their animal, it's now deemed an Uncared-for Animal, if you look at the Uncared-for Animal section, where we can apply for a warrant to seize the animal or pick it up as a safekeep, which is kind of currently the process that we have.

City Attorney Rubin: The definitions are also important because they intertwine with each other, we were talking about Companion a little while ago. Now actually, companion uses the word hybrid, and then there's really in that definition of the word hybrid here, I did see a definition for Feline Hybrid. Reading one definition sometimes needs to be compared to another definition to make sure that they're compatible.

Tyler Knull, Code Enforcement Officer: Right, exactly.

Mayor Hechler: Did you say you wanted to –

City Attorney Rubin: I'm happy to do it for you is what I'm saying.

Mayor Hechler: I think if you have some concerns, I think we'd like to iron out those concerns. So, if you wouldn't mind presenting a document, to Mr. Knull or to the City Manager, and just say, "These are my concerns and perhaps those can be addressed."

City Attorney Rubin: Let me reiterate, I think you did a wonderful job, and I appreciate your efforts, I really do, I just saw things that maybe could be problematic down the road.

Tyler Knull, Code Enforcement Officer: Yes, that's exactly why I wanted to make this collaborative.

Mayor Pro-Tem Forrister: And it's really nice you put your reference from where you were getting these things. You did a really good job. Now we've seen it, now we all have to read it.

Tyler Knull, Code Enforcement Officer: Yes. This is simply version 1 and I will be doing changes probably even before the town hall based on what you guys send me and ask me, that way we can continue through with what the community is thinking.

Mayor Hechler: So, if we go through a motion for publication of ordinance, we're not going to enforce this for at least 60 days, and until we get final approval. This is just a learning right.

City Clerk Torres: Yeah, we'll bring it back on October 8th for the final adoption and public hearing, but we are going to do the workshops in-between.

Mayor Pro-Tem Forrister: And then October 8th, they can still –

City Clerk Torres: They'll still have the public hearing, so they can still speak during that and you guys can make any other changes you need to at that point as well.

Tyler Knull, Code Enforcement Officer: I'd just like to say, too, even if we do approve this right now as-is, which I know we're not going to, but even if we were to approve this right now and say, "This is our new ordinance." We wouldn't even enforce it for, probably, 30 days. We would allow the public to catch up and go in with education rather than enforcement, minus a few things. Running at large is always going to be a violation.

Commissioner Mitchell: I just realized that during our Fall Fiesta, we are going to have an adoption event with the shelter, Desert Haven, CAAT, and SCARS, and this would be a great opportunity for Officer Knull to bring this information to disseminate to the public as-is.

Tyler Knull, Code Enforcement Officer: And I definitely do plan to be out, spreading the word on this.

Commissioner Mitchell: Yeah, I'll give you a free booth.

Mayor Pro-Tem Forrister: How nice of you, so generous.

City Manager Whitehead: Just a couple of points, I really want to thank the team here, I really want to thank Officer Knull. When he presented this to me, it felt like the right thing to do was to put it out in its form, not to attempt to send it, let everybody begin to tear it apart, let's go through the process. The team was in agreement that time is needed. You know, the ordinance only has to be posted for 15 days, but we think this, and when we talk about zoning, we need to do a little better, so this is going to be a good template for us to prepare for those items. I would also remind you, during the 60-day period, if the document changes significantly and it needs more time, we're not going to be required, so we would have two opportunities: A) It's ready to go for a final public hearing in October, or B) we simply publish it for 15 days according to the law, and then it gets its final vote 15 days from the time it's ready. So we just opened the door for feedback, public comment, we'll do a public workshop, and I think the team's got a good handle on it, Officer Knull has done a good job, and I think out of this will come a good, improved document, so I am really supportive and happy with the team and what they've all done. We would encourage and ask that you support and go ahead and publish the ordinance as presented.

Commissioner Fahl made a motion to approve Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

1. Discussion/Action: Special Use Permit and Variance request for 400-406 VanPatten for the development of a Recreational Vehicle Park.

Assistant City Manager Alvarez: The application request was heard by our Planning & Zoning Commission at their meeting on July 14th. The Planning & Zoning Commission voted on a 4-1, we had one abstain because the member is a neighbor to the property, so they voted 4 to recommend approval for the Special Use Permit and Variance Request. The request is for a 2-spot RV Park. The Commission may remember, a while back, this location was actually a Summary Plat Amendment that had come to the Commission, it was a large mobile home RV Park back in the day, and the applicant didn't necessarily want the entire parcel, so she did a Summary Plat and split the lot. Well as soon as she split the lot, that negated the old Special Use Permit that it had been approved for way back in the day. So, she didn't realize that upon starting development of the property. It was brought to my attention, I contacted the property owner, she immediately stopped, processed all paperwork, didn't realize she had to come back for a secondary Special Use Permit. She's been very cooperative with bringing in documents, so she wants to put in two RV spaces, which is the Special Use Permit, and the Variance Request is because these are going to be self-contained RV's, people will come in, park their RV, stay for a couple days, they'll leave, so she doesn't necessarily want to provide the outdoor facility for showers, restrooms, and laundry. The applicant is here in the audience and available if the Commission has any questions. With that, I will also stand for any questions.

Commissioner Fahl: Seemed pretty easy to understand during the meeting and the presentation that was made, doesn't seem too complex.

Mayor Hechler: It was an RV park before, right?

Assistant City Manager Alvarez: Yes, it was a mobile home/RV Park. There were RV's in it. Per our municipal code, a Mobile Home Park can have RV's. I think it was called Petunia's Mobile Home Park, I think her intent is to keep that name from past history of the park. If you look at the overall maps that I included in the agenda packet originally, there are RV parks around the area and it is allowed by our code via Special Use Permit in the R3 area.

Mayor Hechler: I think you did a nice job overall with the presentation, I did read all the notes from the Planning & Zoning Commission, I think it's very well put together, they asked the right questions, I don't have an issue with it.

Mayor Pro-Tem Forrister moved to approve the Special Use Permit and Variance request for 400-406 VanPatten for the development of a Recreational Vehicle Park. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Request for Extension of Variance at 1095 E. Riverside.

Assistant City Manager Alvarez: The request for the extension to approve an extension of the Variance was heard by our Planning & Zoning Commission on the July 14th meeting as well, the Planning & Zoning Commission motioned to recommend approval of the extension by a 3-2 vote. This Variance request was originally approved both by the Planning & Zoning Commission, as well as the City Commission, for a site build at 1095 E Riverside. The applicant had not had an opportunity to obtain his business license and proceed with the Variance. Per our municipal code, he is requesting an extension for this, he experienced some delays that are identified within the meeting minutes and the agenda request form. With this, we are requesting an extension for his Variance. If it is improved, he will be able to obtain the permit and start building, as he has gone through all the other requirements and approval processes.

Mayor Hechler: Let me just remind the commission that this was somewhat controversial when we approved it a few months ago because it's a small lot on Riverside, I think many of us have driven by there, but we're not deliberating that today. All we're deliberating today is whether we are going to grant an extension or not, we're not going to revisit the whole story, so with that, let's keep our discussion to the extension itself, and if we have any discussion I'd like to hear it now.

Commissioner Fahl: Just one question, since I read this a day or two ago, how long is the extension request for?

Assistant City Manager Alvarez: I believe we're requesting an additional 90 days.

Mayor Hechler: When we give an extension request, if we do, is that to start construction?

Assistant City Manager Alvarez: To obtain their building permit.

City Manager Whitehead: I disagree just a little bit, this is one of those areas in the zoning code that's really not clear, both Traci and I debated this for a couple of hours one day. The code says the applicant on a successful Variance must have a building permit within 90 days *or* have started construction within 180 days. So, the question becomes, which one is more relevant? We erred on the side of caution to say, it really should go back to the 90 days because that seemed to be the more relevant one. So, the extension is really for up to 180 days, that construction has to be happening on the site, or the Variance becomes inactive. So that's what the extension really is for 90 days, and it's theoretically a little bit of a gray area.

Commissioner Fahl moved to approve the request for Extension of Variance at 1095 E. Riverside. Commissioner Mitchell and Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

**3. Discussion/Action: New Mexico Capital Outlay Grant Agreement 25-J3166
Animal Shelter Renovation Project.**

Assistant City Manager Alvarez: As you know, we requested Capital Outlay, obviously City Management, and the Mayor and Commissioners did a great job advocating for the needs. We did receive the grant agreement for the Animal Shelter, the total award was \$500,000, which is what we had requested. Of that, \$495,000 will be for renovation funds, and similar to our last award, we have art in public places allocation of \$5,000. That'll go through the same process the other one went through for selection of art, and we will keep the Commission posted on that. With that, I stand for any questions.

Commissioner Fahl: It's about time.

Mayor Pro-Tem Forrister: Give money to the Animal Shelter, I'm all in.

Mayor Hechler: I just want to make one comment, and that's the \$5,000 for art. I hope that some of our galleries and artists in this community have registered with the state so that we can pick art from our community. We'll have to follow that up, but we're kind of stuck on going to this one website to pick out the art, and sometimes the artists aren't from here and they have to travel here to put up the art. I would hope that some of our galleries have registered and put some art up that might be suitable for this project. You know, it's \$5,000, it would be a nice little project for somebody and we have one later on for \$3,600. So, these things are recurring, so I guess this is my attempt to get some folks from our galleries to submit.

Assistant City Manager Alvarez: Mayor, I have sent an email out to the state to see if I could find out the information on where our local artists would go to obtain the information to be able to submit. So as soon as I get that information, I will get it off to MainStreet and the Arts Council.

Commissioner Mitchell: I was going to say, I can volunteer to go to the Arts Council meeting to present that, where they need to go.

Commissioner Fahl: That would be awesome.

Mayor Hechler: Thank you, that's important.

City Attorney Rubin: What I like about this agreement and also the next item on the agenda is that you have a date of June 30th, 2029 to do what you need to do, so it gives you plenty of time. There is an early termination provision, but it can't be terminated without cause, there has to be reason, some violation, in order to warrant a termination, so I think we're in pretty good shape.

Commissioner Mitchell moved to approve the New Mexico Capital Outlay Grant Agreement 25-J3166 Animal Shelter Renovation Project. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: New Mexico Capital Outlay Grant Agreement 25-J3167 Police Dept. Renovation Project.

Assistant City Manager Alvarez: Similar to the last one, a Capital Outlay request was submitted for funding to renovate, not our existing Police Department, but as you guys well know, City Commission approved the purchase of 210 Main Street, the old PNC Bank, for the purpose of relocating our Police Department, that building is going to require renovations prior to the Police Department being able to relocate there. We've put in a funding request for Capital Outlay, we were awarded \$360,000. \$356,400 is for renovation of the building, and \$3,600 is for art in public places. With that, I will throw the City Manager on the spot for a second, because I think there's a plan moving forward with these funds and other funds, so I'll turn it over to you.

City Manager Whitehead: Thank you. I would just say, this brings the third piece of the puzzle for the renovation. As you know, in our budget, we put aside \$200,000 in general funds, we've put \$250,000 and we plan to use \$200,000 of that from the Police Department gross receipts tax, and now this pot of money gets us to \$760,000 of the million we intended for renovation. We've started a process to hire an architect, we are going to use a design build process, we're not going out to bid for this, we're going to bring in an architect who has already started the process, the chief and the architect are in the process of doing - we're going to let them do their internal designs, kind of come up with those plans, then the Mayor will get involved, we're bring that out to the public so we can get public input on what their goals and ideas are, but again, our architect's initial conversation feels like the budget is more than sufficient to do the renovations that are needed inside that building, because it's just really a good building, it doesn't need a lot. We're excited, the fourth piece would then be to decide what we're going to do with the current Police Department. The proposal that I presented early this year was that potentially we would liquidate that building and use those funds to then add back to this renovation if needed. We will let that mature as we see the costs, but I would just like to say a real big congratulations to the Mayor, he worked hard in Santa Fe to get this pot of money to come together, and it's really coming together and I think we're going to get the Police Department in. And that would lead into the art idea, so the vision of the chief is that the center of the building would be treated as an art gallery, so when the public goes into the center to either go where the officers go or the public goes, we're going to do a lot of art. Our vision would be that we would take the Animal Shelter's \$5,000 art requirement and the Police Department's and really do that art project in there, so we've come up with some good ideas on how that would work. Excited today the PNC Police Department Building is on track, it's off the rails, it's going.

Mayor Pro-Tem Forrister: Again, it's been a long time coming. Good job Mayor.

Mayor Hechler: Good team effort all the way around.

Commissioner Fahl: I have a question Gary, Traci, and also for the Animal Shelter, so for the Police Station, once we get the documents in place, what kind of timeline are you thinking? 18 months? A year? 9 months? 2 years? Or what are you thinking for the Police Station?

City Manager Whitehead: I think 18 months is really on the outside, you know, Jocelyn has put together the contract with the architect, they're already started, it'll take a while, it's a qualifications-based RFP to see who. I think the timeline I put together would be, in March we would be in construction, and projected 180 days, so that gives Jocelyn 3 or 4 months to get the procurement side of it done, so 18 months, I think on the outside. And then our plan is similar on the Animal Shelter, so if you know, the architect was hired, the Animal Shelter was designed, it was a 1,200 square foot building for \$1.5 million. We're just not going down that track, we're going to design a campus, we've found a company that does prefab Animal Shelters we've found for about \$40,000, they're about 3,000 square feet, they're designed, so we're going to use the same architect to come back in and create a campus for us where we can actually do it, and potentially for the \$1 million we have, build a facility that could hold upwards of 100 animals. So again, the team is excited, we've got it in a spot, but we've asked Jocelyn and the finance team to focus on the PD first, let's get all that in order, and then we'll move to that, because it takes a minute to put all these documents together, and I'm pushing on them pretty hard, so I have to give her a little bit of a break. Anyway, that's the dream, so I would think 18 months on the Police Department, maybe 2 years total for the Animal Shelter. And the Animal Shelter could go faster because it would really be pouring pads, erecting metal buildings, so they could both come out at the same time.

Commissioner Fahl moved to approve the New Mexico Capital Outlay Grant Agreement 25-J3167 Police Dept. Renovation Project. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: PNC Building 2024 Property Tax.

City Manager Whitehead: Well, when you own property, you have to pay property tax. All the information's in your packet, so when the building was purchased, we did receive a tax bill for \$14,000 from the county. I certainly made the same comment that I think I just heard from the Commission, why? Technically, we are tax-exempt, however, state law does not allow that tax exempt position to happen until the first day of January of the preceding year after the purchase is made. That would be to the private sector as well, so if you bought a property that had a Veteran's exemption or a Head of Household exemption, that exemption would remain on the property for the full year, and then the next year those exemptions would go away. So, we are now currently tax-exempt on the property, however, the property taxes for 2024 were enforced, so we

owe the tax. When we did the close at PNC, the seller did provide a credit to the city for \$7,300. That estimate was figured on the number of days that PNC owned the building at the date of close, which would be technically correct in any transaction that you would do, however, because the 2024 taxes were not available at the time, they estimated them based on the 2023 taxes. 2024 taxes were the first time the GO Bond from the city was on the new tax rolls, so you're actually paying property tax, and you tax yourselves. So the ask today is, first of all, we are accruing interest and penalty because we are late for paying this by the time we got the notice, so we would like to ask permission to expend some of the funds from either the general fund on the building side, or the Police Department building, so we're going to pay those. After reading the closing documents, I'll let Jay speak to this, but we will make a request back to the sellers for their portion of this. It's vague, I'll let Jay speak to the terms of the contract.

City Attorney Rubin: Well yeah, I think the key is actually what you talked about, that the 2023 year actually was applicable at the moment when we did this. There is a discussion about prorate of taxes, it's always an easy agreement, so we are going to make a claim to get some reimbursement. Whether it's going to be successful or not, I don't know if I really want to go into detail about that at this point, it's just a question of, we'll throw it out there and see how it plays out.

Mayor Hechler: We can ask.

Commissioner Fahl: Never hurts to ask.

City Manager Whitehead: So technically, under the agreement, PNC paid their portion of 7, we would have owed 3 by law, but the tax in 2024 was higher, so our bill is about \$2,000 more than we owe, and PNC potentially could reimburse us up to \$2,000, and then that would close this particular issue.

Mayor Pro-Tem Forrister: I have a question. I think it's silly that this has to come to us and we sit here and accrue penalties and late fees. Why wouldn't this be an admin thing that you guys could roll with? Because it's only \$7,000 right?

City Manager Whitehead: It is, however, with the PNC being a recent purchase, it having some issues of controversy, I chose to just be conservative here and just bring it.

Mayor Pro-Tem Forrister: And that's fine, I was just making sure that it wasn't a have-to.

City Manager Whitehead: I think we absolutely could have, but it took a while to get it worked through when we got the notice that we were late, so I just felt it was prudent –

Mayor Pro-Tem Forrister: No that's fine, I'm not questioning your decision, I was just making sure it was up to you and not like it had to come to us to pay taxes.

Mayor Pro-Tem Forrister moved to approve the PNC Building 2024 Property Tax. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: FY 25 Electric Vehicle Infrastructure Grant Funds Award Letter.

City Manager Whitehead: I think our Electric Director, Bo, did a great job presenting this to you in his presentation. We are excited to have been awarded the grant, we would ask that you approve and accept. One thing to remind the community, this is a level 3 charger, this will be a DC fast charge, where somebody will pay, we will receive revenue, you would be able to charge your car in somewhere between 20 and 40 minutes. A level 2 charger is a 220 charger that you would put in your house that does it in about 9 hours, or you plug into 110 and it charges in about 1 day. So this is a fast charger, that's its intent, and we will receive revenue on this product as well. We ask for approval.

Commissioner Fahl: I glanced through it but I didn't read every word, is there a match required or this is all free money?

Bo Easley, Electric Division Director: It's all free money.

Mayor Pro-Tem Forrister moved to approve the FY 25 Electric Vehicle Infrastructure Grant Funds Award Letter. Commissioner Hoppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

a. Contract #2025-06-005 Highland Enterprises Inc.-ITB #2025-06-005 Ralph Edwards Park Boat Ramp and Dock Award.

Jocelyn Holguin, Finance Director: The city went out for bid on the boat and dock ramp for the Ralph Edwards Park. We had two bidders, the lowest bid was Highland Enterprises, they still came in a little bit higher than what we have left to spend. I'm going to ask that we get this approved under the condition that we will have to tap into some general funds in order to cover the shortfall, but that being said, it would prevent us from reverting more money and it'll complete the grants, and basically, we already had our communications with the Bureau of Reclamation and the Army Corps because of the river flow, and then it stops at a certain time, and we have to coordinate with them, as it's going to open back in April, and then the funds revert back in June. We're trying to time this out and get it all done prior to that, with that I'll stand for any questions or I will let Gary jump in and help me out on this one.

Mayor Hechler: I'd like to know the value of the shortfall, and what the plans are to make that up, if we could discuss those two things.

City Manager Whithead: I think the first document to really draw your attention to, if you look in the packet, you can see the engineer's estimate. These projects have been on the books for a minute, as you've been working through them. The engineer's estimate was \$163,000 for everything, our low bid came in at \$230,000. There were some reimbursements that came through, we started with the shade structure, so the city was allowed to change some of the processes on what we were using the funds for to be able to build the shade structure, that came in a little better than expected because we did the same design build process, we didn't hire an engineer, we did that internally, so we were able to get some cost savings, we hoped the boat dock would come in closer to bid, but it didn't. Where we are on this particular project is, we're about \$87,000 short. What we would be asking for today is that you allow us to use \$90,000 of general fund money, we would have to do a budget adjustment, I've brought the numbers on that you can see. You just finished the final budget, in that budget we have what we project to be additional cash above our needs of \$936,000 at the end of the year, that would be ending cash over the required reserves. So, if we spend everything that we spent, and we did budget the expense out of the house on this, we just did a budget again for a revenue source, so we have \$1.64 million, would be the general fund ending cash balance projected. That's why we would ask that you would approve us and grant us the ability to use \$90,000 additionally of the general fund to finish the project. Again, as Jocelyn pointed out, by not doing the project, the last bit of the funds to revert, we would potentially lose that, and then if we tried to wait for funding, we're going to miss on the permit process. The river's down, we have the permit from the core of engineers to get in, so we're just in one of those times when we just need to go ahead and do that. The third piece, where I would try to give us some comfort, OJ was contacted by DFA and there were a lot of communities that did not spend all their trails and grant money. They asked us to identify any projects that we were short. We feel pretty confident that we will probably receive, we asked for \$160,000 in additional funding because we're also short on the skate park, which we'll present at the next one, but we're \$30,000 short on the skate park. I have enough cash in the Lodger's Tax on the facility side of the house that we can cover the \$30,000 on the skatepark. We felt like when we made the decision to move forward, we were close enough there that it wouldn't really cause a problem, but when we got here, we recognized that we're \$87,000 short, and I'll stand for questions on funding those programs.

Commissioner Fahl: It's crazy what things cost now, but the longer you wait the more it's going to cost.

Mayor Pro-Tem Forrister: I know, it's like a rock and a hard place, it sucks.

Mayor Hechler: We had a discussion, if we wait another year, the price is going to increase so next year it'll be \$110,000

Mayor Pro-Tem Forrister: Well and I like that they're thinking of ways to maybe get the money back.

Mayor Hechler: Well I think it's needed by the community to cheer them up.

Commissioner Fahl: And even if we don't get that money, it's still worth the investment, it's just shocking when you see how much things cost.

City Manager Whitehead: I think we would want to make sure that we left you with an impression that we should not anticipate receiving any funds, we would be asking for this, it would be an expenditure. If we get it, it's a bonus, but these are dollars that we would be taking out of our fund. And to give you the right picture, brand new shade cover, brand new boat dock, brand new skate park. Over \$650,000 worth of projects, it's going to cost us another \$90,000, \$120,000 when we add what we need from the Lodger's Tax, but we think it's the right investment. And we've taken every step we can to save dollars, this isn't going into engineering, this is going into product for the community.

Mayor Pro-Tem Forrister: Yeah, I like that. Thank you for the clarification.

Commissioner Fahl moved to approve Contract #2025-06-005 Highland Enterprises Inc.-ITB #2025-06-005 Ralph Edwards Park Boat Ramp and Dock Award and use \$90,000 of General Fund money to finish the project. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

b. Lonestar Freightliner Group LLC-CES-Direct Purchase- Sanitation/Solid Waste.

Jocelyn Holguin, Finance Director: This is just moving forward with the follow up from the presentation that Solid Waste presented for the purchase of the "Blue Demon".

City Manager Whitehead: The blue tiger truck.

Mayor Pro-Tem Forrister: Just put a whole tiger on there.

City Manager Whitehead: I think that is really a cool idea, we should do that.

Commissioner Mitchell: And then I think we should put it in the Fiesta parade.

Mayor Pro-Tem Forrister: Maybe if we just get a kid to paint it, free.

Jocelyn Holguin, Finance Director: So this is just to get Commission approval to purchase, and it has been budgeted and discussed, the presentation was a formality.

Mayor Hechler: So, for this project, if we do approve it, what's the timeline? So that we understand where the budget's going to come from and when we're going to pay it.

City Manager Whitehead: As you saw in the presentation, the staff feels like 6-8 months, that's what they've been told. This is a CES purchase, but realistically, I'm not anticipating it to come in until the end of our fiscal year, so April, May, June that we should see this. That would be the time that we would be actually expending the funds.

Jocelyn Holguin, Finance Director: We'll carry it forward.

City Manager Whitehead: And if it doesn't come in, again as Jocelyn said, we would carry the cash forward.

Mayor Hechler: That is important.

Mayor Pro-Tem Forrister: We heard a presentation this morning on why this is needed, and what it does for our community. We also heard public comment on denying it for some odd reason, because she thought it wasn't needed. You did a really good job this morning, I think we are pushing our trucks way past what their lifespan is, even at 10 years. So, you guys are doing a great job.

City Manager Whitehead: I would just point out that in the budget, we did budget, we have significant transfers, this year would be the final year of the payment on the facility. We also have, through the Parkhill study, they recommended that the city do what we call rolling stock. You've approved a couple of adjustments where we didn't move that cash last year, and then you gave us permission to move that cash. We have \$1 million in cash in our fund as cash reserves, we need about \$800,000 to deal with about a 90-day supply of cash, so the plan would be, we order the truck, we won't do any moves of any cash from the system until the end of the year, so if the truck comes in in this budget cycle, we'll pay for the truck, we won't do rolling stock. If the truck doesn't come in, potentially we will do rolling stock, get that put into the CD, and then pay for the truck in the next year. We're not going to do both, it's a big adjustment of cash, we'll manage cash, but we do agree, I thought the presentation today was great to really just show the value so you could see the value, the hours, the time, everything that goes into those trucks. It's time to purchase that, and we're hopeful that you'll do that, we recommend approval of this.

Mayor Pro-Tem Forrister moved to approve Lonestar Freightliner Group LLC-CES-Direct Purchase- Sanitation/Solid Waste. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

-
- 8. Discussion/Action: MOU between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program for the use of the Gardner Learning Center.**

City Clerk Torres: We're bringing you this today in efforts to try and help those individuals who would like to work for the city but they don't have their high school diploma or GED. Our vision is to hire those applicants with the stipulation that they get their GED within 90 days of being hired. So, I pitched this to the representatives of the Geronimo Springs Alternative Pathway and Pat O'Hanlon from our library. They think it's a great idea. The Geronimo Springs Alternative Pathway, they offered to do free classes for those individuals, and other people from the community that need those services as well, they're welcome to attend. Pat O'Hanlon from the library offered one of our rooms at the Gardner Learning Center to let them use it, and she also offered to buy some books too if we need it. If this is approved today, I will work with City Manager Whitehead and Alona from HR to add this stipulation to our city personnel policy, and that will be brought to you at a later date. I'll stand for any questions.

City Attorney Rubin: I would also add that this agreement contemplates would be a subsequent agreement, if you look at B2, these other specifics would create a need to actually include it, as discussions are already ensuing this to really, things like class times and warm-up procedures, etc.

Mayor Hechler: Do we have any potential students already in this program we are considering for hiring?

City Clerk Torres: I think we do, I know that we've had a lot of applicants that would be really great at the job that they're applying for, it's just that we can't hire them because they don't have the GED and it's required by the city. So yeah, I think we'll have a good turnout on that.

Mayor Hechler: Great, I think that's important, thank you.

Mayor Pro-Tem Forrister: Well and just being in the classroom last year, lots of these jobs that were coming open, I thought would be nice for some of those high school students, especially seniors that are working those half days or whatever the case may be, but they couldn't apply because they haven't had their high school diploma yet.

Commissioner Fahl: I was going to ask, so this program, they've been using the Club, I think, for classrooms, so would that mean that they would be able to... I'm hoping this is opening the door for them to move their whole program there, that would be great.

City Clerk Torres: Yeah, that's the hope.

Commissioner Fahl: That would be great, that's such a nice location, it might be harder for some of the kids to get to, but probably a lot of those people already have their driver's licenses.

Commissioner Mitchell: And I think the GSAPP has a partnership with the Sierra Driving School and Workforce Connections where there's a way that they can find them

transportation and/or pay for their driver's education so that they can get those resources that they need.

City Clerk Torre: Because Heather does use those classrooms for her driving school.

Commissioner Fahl: That's great.

Commissioner Mitchell: Originally, she was using the GSAPP classroom until those got renovated, which was awesome, they're very nice. To answer your question, I believe there was one person who applied or interviewed for a city position and recently graduated yesterday. So, it's already happening.

Mayor Hechler: Good news, good program.

Commissioner Fahl moved to approve the MOU between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program for the use of the Gardner Learning Center. Commissioner Hoeppner seconded the motion. Commissioner Mitchell abstained. Roll call was taken by the Clerk-Treasurer. Motion carried with 4 in favor.

9. Discussion/Action: Re-appointment of Angie D. Torres to the Library Advisory Board.

City Clerk Torres: Just to save time, I'm going to do these next three all together, and then you can vote on them individually. Angie Torres is currently on our Library Advisory Board, she's been serving on there for many years, and we think she's an asset. We would like for you to approve the re-appointment so she can serve another 2-year term on the board.

Commissioner Mitchell: This is not you, though?

City Clerk Torres: No. The other Angie Torres. And then, Don Armijo and Gil Avelar, they're both on our Public Utility Board, they've been members for quite a while too, and we also would like for you to approve their re-appointment as well, for 2-year terms.

Commissioner Fahl: I'm grateful these people still want to contribute.

City Clerk Torres: Yeah, it's hard to get anybody to apply, so I am very grateful that they continue to want to serve on our boards.

Commissioner Mitchell moved to approve the re-appointment of Angie D. Torres to the Library Advisory Board. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Re-appointment of Don Armijo to the Public Utility Advisory Board.

Commissioner Mitchell moved to approve the re-appointment of Don Armijo to the Public Utility Advisory Board. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Re-appointment of Gil Avelar to the Public Utility Advisory Board.

Commissioner Mitchell moved to approve the re-appointment of Gil Avelar to the Public Utility Advisory Board. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Review, Approve and/or Allocate Funds to the Veterans Memorial Park & Museum for Billboard Advertisement.

City Clerk Torres: This is our annual application from the Veteran's Memorial Park. They requested \$4,273.84 for their billboards, and the Lodger's Tax Board recommended the approval of the entire amount, so we recommend approval.

Mayor Hechler: We've been doing this for quite a few years.

Commissioner Mitchell: Where's the billboard at?

Commissioner Fahl: It's the Palomas Creek, I notice there's a new one there. We're supposed to redesign the billboard, so she's working with Gina to help them come up with a new design, but we've got to pay the rent on the billboard, because that lease is up, and we can replace the sign.

City Attorney Rubin: And I'll recommend the motion should include, actually we're approving the contract that's inside the packet.

Mayor Pro-Tem Forrister made a motion to allocate funds to the Veterans Memorial Park & Museum for Billboard Advertisement in the amount of \$4,273.84. Commissioner Hoepfner seconded the motion. Commissioner Fahl abstained. Roll call was taken by the Clerk-Treasurer. Motion carried with 4 in favor.

13. Discussion/Action: Review, Approve and/or Allocate Funds to MainStreet Truth or Consequences for the Redefine Marketing Campaign.

City Clerk Torres: This application is from MainStreet. Their application request was for \$37,780. The board only approved \$5,257 because there was a confusion at the meeting. The board didn't think they had enough money to approve the entire amount, so they only approved the Film Shark Media portion of it. We will be meeting with Gina and another representative from the board to get that cleared up, they do have plenty of money, so Becca can come back at a later time to request additional funds.

Mayor Hechler: Okay good, thank you for that clarification.

Mayor Pro-Tem Forrister: I want to point out that how the recommendation reads is, five dollars and twenty-five-seven cents.

City Clerk Torres: That was a typo, sorry. It should be \$5,257.

Mayor Pro-Tem Forrister made a motion to allocate funds to the MainStreet Truth or Consequences for the Redefine Marketing Campaign in the amount of \$5,257. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

14. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Rock & Gem Society for the 2026 Rock & Gem Show.

City Clerk Torres: On June 23rd, the Sierra County Rock and Gem Society went to the Lodger's Tax Board to request \$6,800 for the rock and gem show, and the board approved the entire amount, so I do recommend approval.

Mayor Hechler: It's been a great show for us every year.

Commissioner Fahl made a motion to allocate funds to the Sierra County Rock & Gem Society for the 2026 Rock & Gem Show in the amount of \$6,800. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

15. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Rock & Gem Society for application 2 of the 2026 Rock & Gem Show.

City Clerk Torres: On July 28th, the Sierra County Rock and Gem Society brought back another application for additional funding for things that they wanted to add. It was kind of the same situation, the board didn't think that they had enough money so the applicant requested \$23,700, but the board only approved \$15,000, and it's outlined in your packet of everything that they approved and the amounts. I recommend approval and stand for questions.

Commissioner Fahl made a motion to allocate funds to the Sierra County Rock & Gem Society for application 2 of the 2026 Rock & Gem Show in the amount of \$15,000. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 12:45 p.m.

Passed and Approved this 10th day of September, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

CITY OF TRUTH OR CONSEQUENCES

Thank you for your **25 years** of partnership with Verizon.



Advantages and Q3 Promotions

- **Cost Savings:**
 - **20% decrease** in monthly billing for VOIP services.
- **Enhanced Features:**
 - **Network Priority Slicing (VFNS)**, a unique feature no other carrier offers.
 - **Hotspot capabilities** and **TravelPass**.
- **Equipment Upgrades:**
 - **Replaced and updated** all VOIP phones.



Emergency and Loss of Service

- **Fixed Wireless Options:**
 - Available for immediate connectivity needs.
- **Dedicated Emergency Support:**
 - **Verizon Response Team** available **24/7**.
 - Resources include **mobile cell sites** and **satellite connections** (AST mobile space satellite service).
- **Emergency Hotline:**
 - Contact **800.981.9558** for support.



Verizon Commitment

- Streamlining business operations with "white-glove treatment."
- Committed to ensuring mission-critical communications remain operational during emergencies.





WAYFINDING

Connecting People with Places

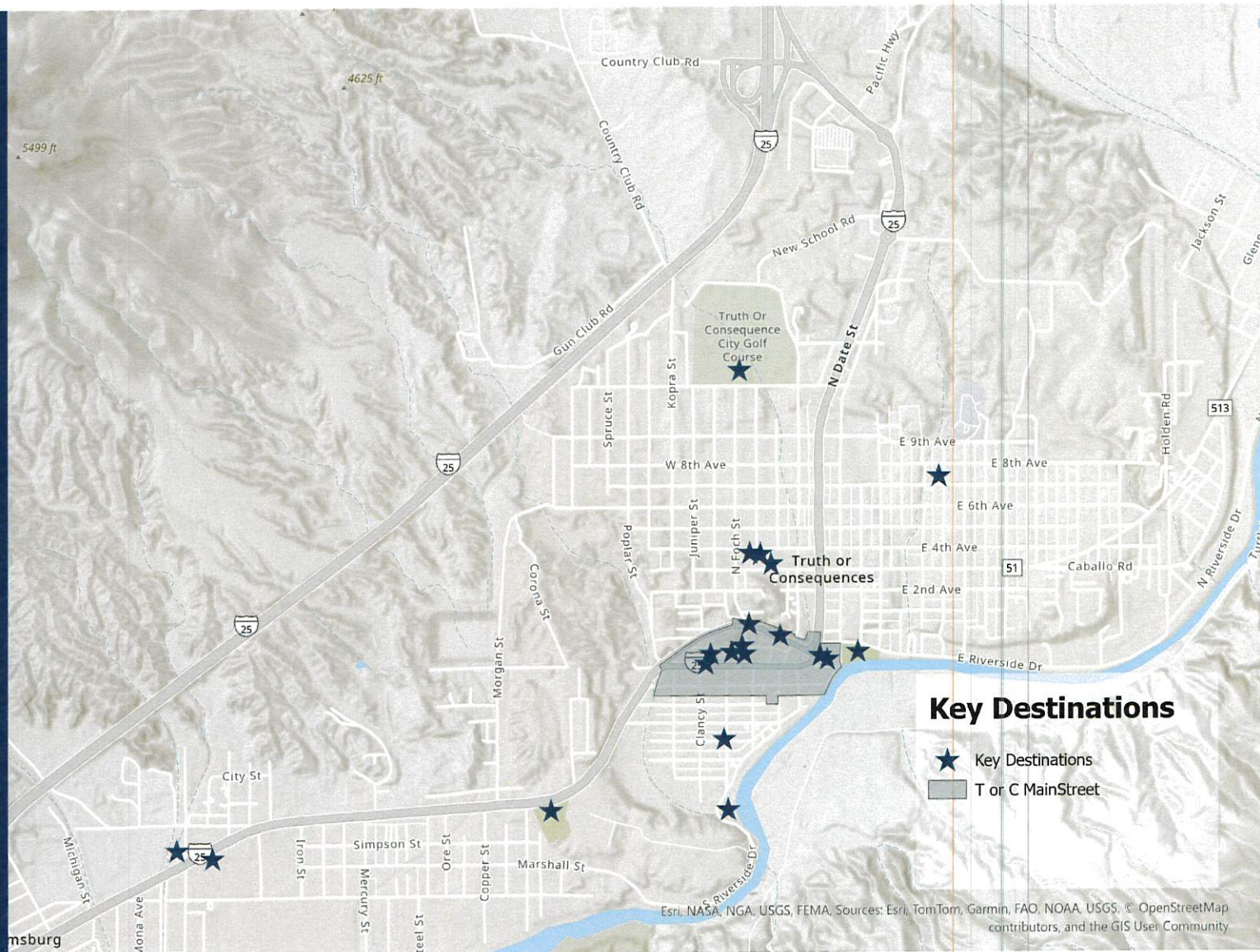


PREVIOUSLY...

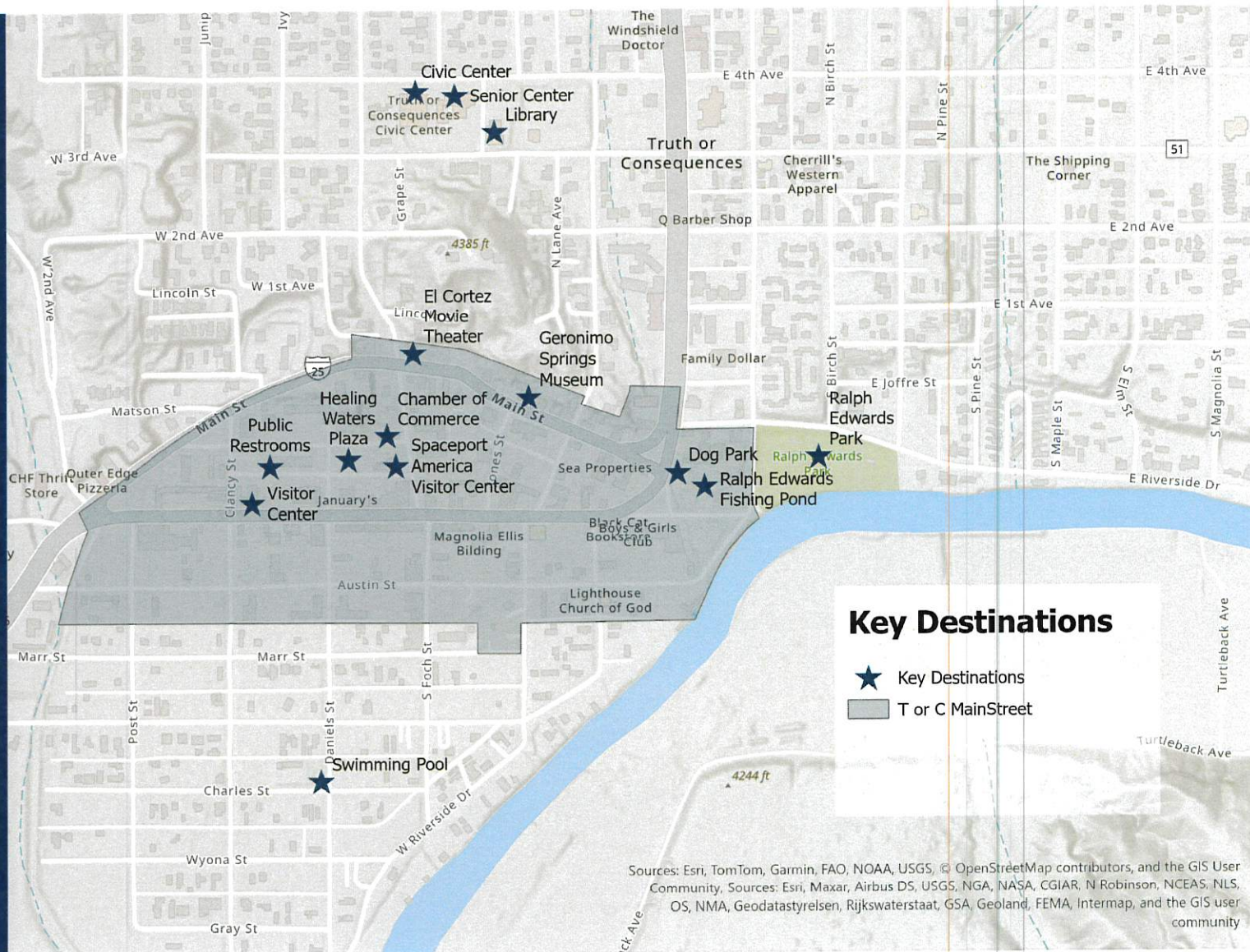
Let's catch you up!

**ON-SITE INVENTORY
PUBLIC MEETING
PUBLIC SURVEY
SIGN DESIGN
PUBLIC MEETING
PUBLIC SURVEY**

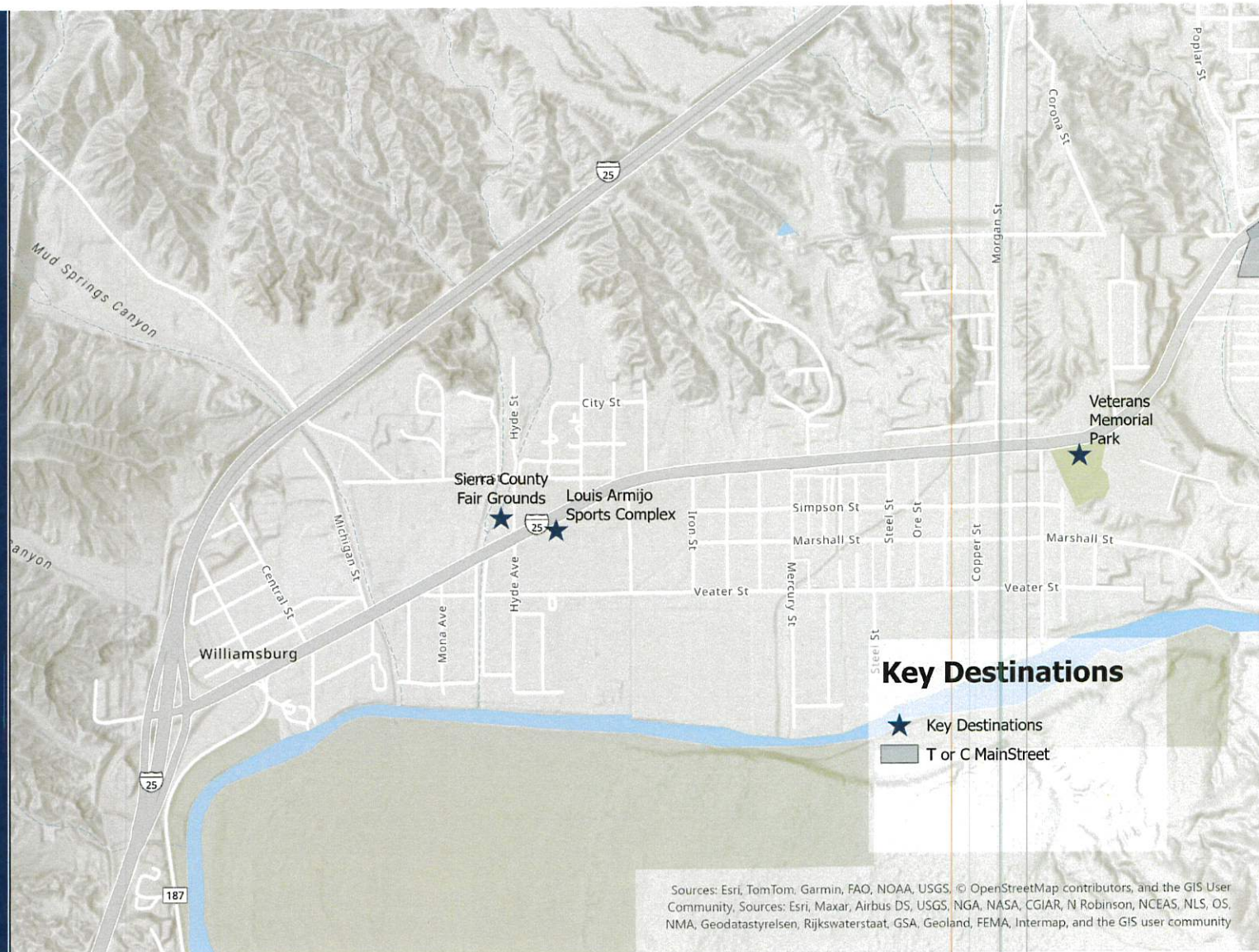
KEY DESTINATIONS



KEY DESTINATIONS MAINSTREET DISTRICT



KEY DESTINATIONS





A SUCCESSFUL WAYFINDING SYSTEM:

- Connects people to places
- Simple
- Celebrates identity
- Supports park once/active transportation
- Accessible/equitable



Meet the Logo.

The Truth or Consequences logo was thoughtfully developed and designed from extensive volunteer community input with the help of MainStreet Truth or Consequences and New Mexico MainStreet.

What Does It Mean?

The primary graphic element represents the blending and overlapping of rancher and artist lifestyles.

The movement of the logo represents the movement of wind, water, and the journey of wellness and healing.

The two primary color palettes (named warm day & cool night) represent the duality of small city charm and big city amenities that TorC has to offer in both day and night settings.

Desert Rose

Oasis Orange

Fresh Brew

Spa Blue

Medicinal Blue

Space Blue

Espresso

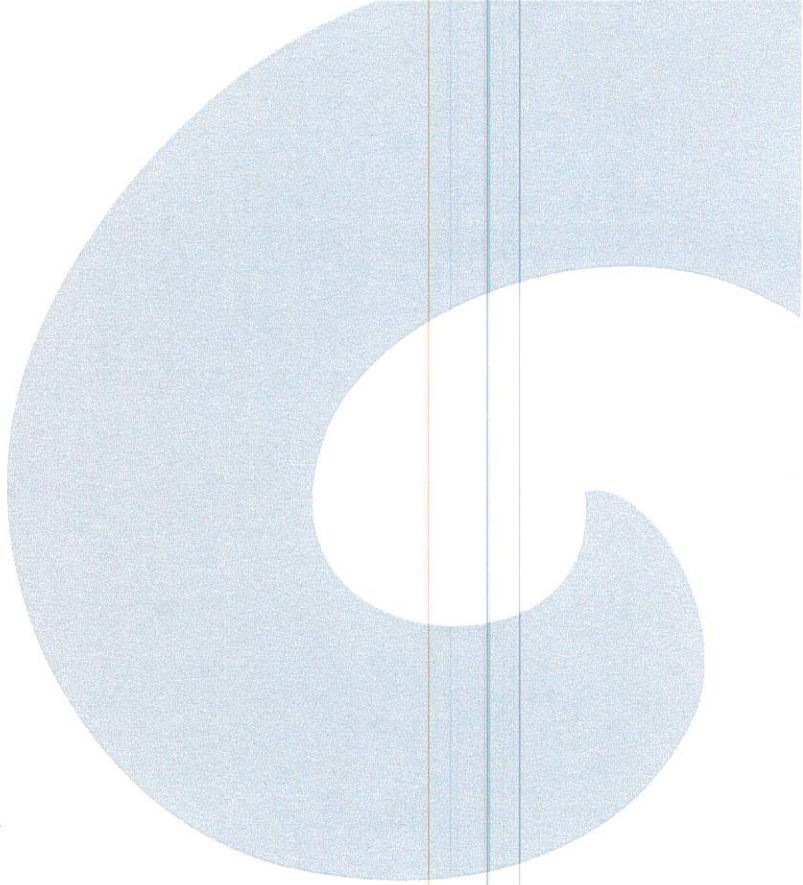
Charcoal

TorC Black

LATO

LORA

PUBLIC SURVEY 2 TOP RESULTS



TOP ANSWERS



Which of the following sign design options best represents the Truth or Consequences brand?

OPTION B - 58%

OPTION A - 38%





OPTION B - 58%



OPTION A - 38%

What about the design option you selected best represents the brand?

Effective use of brand colors

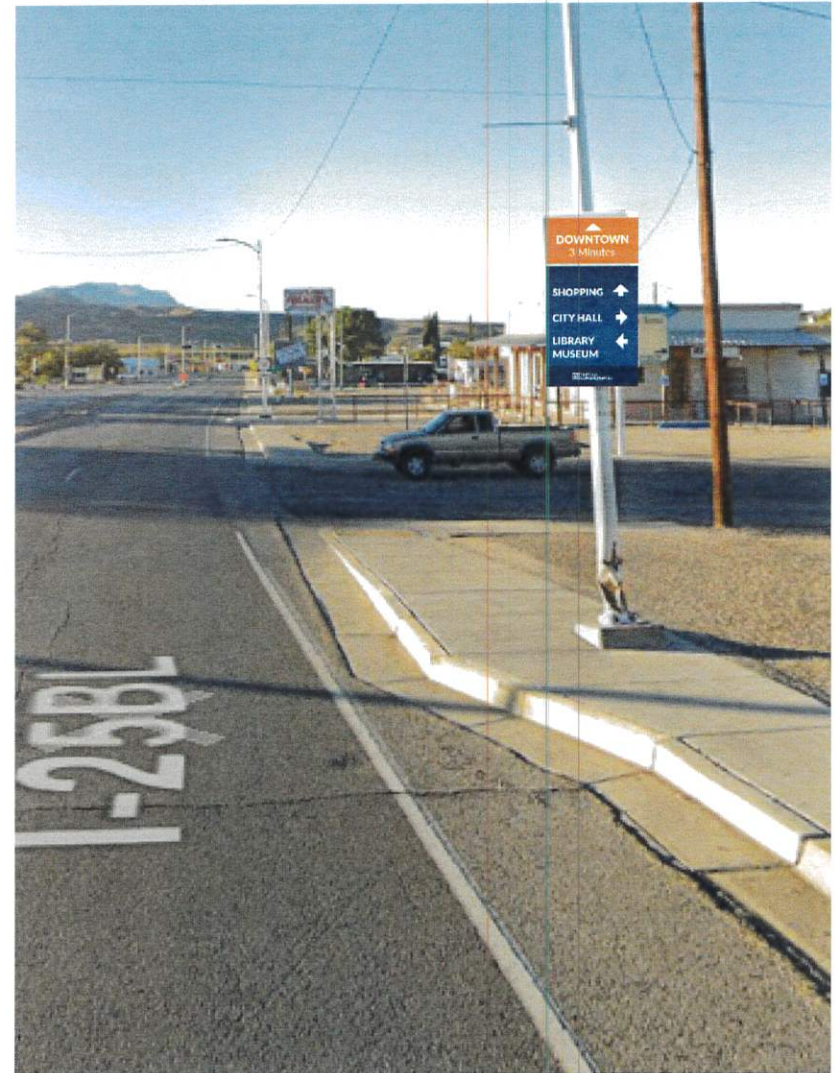
It's unique and stands out

It's recognizable

Successful wayfinding signage should be simple, clear, and effective at rapidly communicating information.

Which of the following design options would be easiest to read while driving through T or C in a car?

OPTION B - 80%



What about this design option is effective at clearly and rapidly communicating information?

High visual contrast

Bold color usage

Text is large and easy to read

Artistic Add-Ons

A way to celebrate voices of local artists.

Provide program guidance to MainStreet TorC as needed.

Riders, Slips, and Back Prints



SIGN

SIGN

Additional Survey Input:

- appreciation/thanks
- combination designs
- keep it simple! adding art may distract from effectiveness and purpose of signage; we have murals for art
- hot springs district call out vs. symbolism
- addressing one-way streets
- prominently featuring art

REVISED SIGN DESIGNS

Based on the survey & the MUTCD regulations



TRUTH OR
CONSEQUENCES™

LIBRARY

Fun Fact about Library
Lorem ipsum dolor sit amet, consectetur
Lorem ipsum dolor sit amet, consectetur

▲
DOWNTOWN
3 Minutes

SHOPPING



CITY HALL



LIBRARY
MUSEUM



TRUTH OR
CONSEQUENCES™

MAINSTREET DISTRICT

SHOPPING 

DOG PARK 

LIBRARY
MUSEUM 

Historic Hot
Springs District



CITY HALL

Fun Fact about City Hall
Lorem ipsum dolor sit amet, consectetur
Lorem ipsum dolor sit amet, consectetur

 **MORE SHOPS
THIS WAY**

COMPLETED STEPS

- ☑ Sign Inventory
- ☑ Survey
- ☑ Steering Committee Meetings
- ☑ Initial Community Meetings
- ☑ Sign Design
- ☑ Ongoing Public Engagement & Transparency



STORY MAP

<https://bit.ly/TorCStoryMap>

WHAT'S NEXT?

- ☐ Finalize Routes
- ☐ Design Intent Drawings
- ☐ Signage Placement Plan
- ☐ Wayfinding Plan Development
- ☐ Fabrication & Installation
- ☐ Ongoing Public Engagement & Transparency

FOCH ST. **PROJECT UPDATE**

FOCH ST. PROJECT UPDATE





Foch Street Makeover
bit.ly/FochStreet

Thank You!

Amy Bell + Maren Neldam
Anthropopulus
amy@anthropop.com

Julia + Cam Wilde
Lm
hello@leighton-moon.com

Becca Eza
MainStreet Truth or Consequences
director@torcmainstreet.org



nmmainstreet.org



TRUTH OR NEW MEXICO
CONSEQUENCES

SANITATION FLEET

ALL FLEET TRUCKS OF THE
SANITATION AND RECYCLING
CENTER

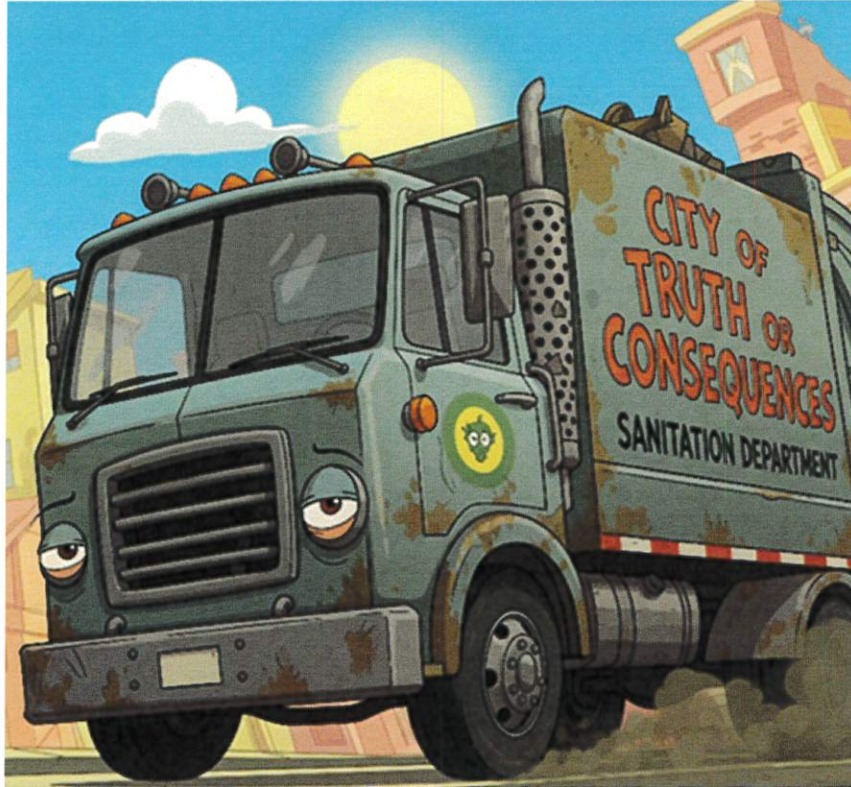
We have nine trucks in our trash truck fleet

- Four side load dumpster trucks
- Three polycart trucks
- One flatbed truck
- One brush truck



Dumpsters and Polycarts

- We have roughly 3340 Polycarts
- 300-700 Polycarts picked up daily depending on the day
- We have roughly 600 dumpsters
- 150 or more dumpsters picked up daily per dumpster route



Years of service

- As per NewGen and Parkhill our trash trucks lifespan is between five to six years.
- Our trucks have been lasting us longer due to exceptional work from our drivers of preventative maintenance and proper care. For example, greasing, washing, cleaning inside and out, and walk arounds.
- The long-term stop and go action on our routes can cause damage on tires, brakes, engines, and transmissions.
- The constant pick up and put down puts a lot of strain on the loading mechanisms.
- The older the trucks get the harder it is to find parts, and the more expensive the repairs begin to cost.

6218 Flatbed with crane

- 1996 F-800
- 29 years old
- Has 1137 hours
- Used to move dumpsters, refrigerators, poly carts, and more.



6618

- 2000 International 4900
- Used as a secondary back up
- No heat or ac
- Ol' Reliable
- 25 years old
- Unknow hours since the instrument panel is dysfunctional



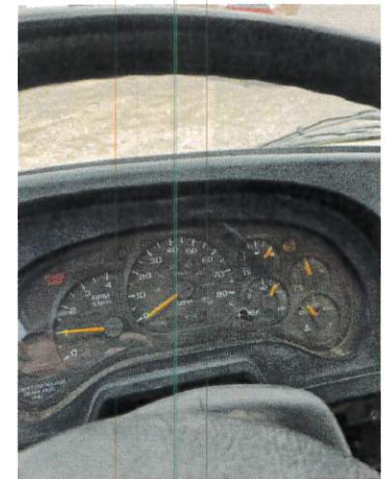
1918

- 2002 Sterling rear load brush truck
- 23 years old
- Used to pick up debris or wood chips
- “last resort for trash pickup”
- Has 4239 hours



1218

- 2008 GMC side load dumpster truck
- 17 years old
- Main back up
- No AC
- Discontinued truck with no parts being made
- Has 7063 hours



2018

- 2011 Autocar Expedito polycart truck
- 14 years old
- Used as secondary back up
- Has 7732 hours



6918

- 2015 Peterbilt polycart truck
- 10 years old
- Used as main back up
- Has 7962 hours



6518

- 2019 Freightliner side load dumpster truck
- Six years old
- Has 2817 hours



62618

- 2021 Freightliner polycart truck
- Four years old
- Has 4477 hours



62818

- 2023 Freightliner side load dumpster truck
- Two years old
- Has 3029 hours



1018

- 2006 GMC side load dumpster truck
- 19 years old
- Goes into limp mode
- Was used as a spare but is even harder to find parts for than the 2008
- Being auctioned off to bring back revenue to the Sanitation Department
- Was sent off for repairs multiple times, but problem was never found other than possible wiring harness



Blue Demon

- 2009 Peterbilt poly cart truck
- Was used as secondary back up before 62618
- Can't grip the poly carts fully so they will fall into the packer of the truck
- No AC
- Being auctioned off to bring back revenue to the Sanitation Department



2026 Freightliner

- New 2026 Freightliner dumpster truck
- Would replace 1018
- Would have more capacity for trash with it being a square body
- Has cameras like 62818 for safety and efficiency
- With it being new it wouldn't have any mechanical issues
- Parts are readily available for new trucks
- Approximately takes 6-8 months to be completed once purchase is approved



Questions?



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, August 27, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: September 5, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-10-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, AUGUST 27, 2025

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

5. COMMISSION COMMENTS:

Commissioner Mitchell: I just have one comment, to remind people about the Fall Fiesta September 12th, 13th, and 14th in downtown T or C.

6. STAFF COMMENTS:

City Manager Whitehead: Just a couple of quick comments, first of all, we had a citizen present an email this week, asking if we could add public comment on this agenda. We didn't have the time, and the structure we have seems to be working in the best situation, so we work through and what I've found out is that the particular issue has a time-sensitive issue, so what I'd like to do, on behalf of Ariel Dougherty, is to submit the email public comments and have those items included in our record going forward. What I would say to the Commission, is that we will continue to explore ways to take public comment, you shouldn't have to just come to a meeting, we wouldn't always accept them, but this particular item has a 30-day window for which the comment needs to be posted, and if we waited until the September 10th meeting, the 30-day window would have passed, so this would allow the citizen's comments to be in the public record that a request has been made of the body to do so. We'll get that going, and in the future, we would consider such events that would be public comments that needed some timely presentation. Currently, we take no action on it, but to be submitted, we'll also work on our website to make sure we can get comments that come in via email that could just be included in the record for the public as well. We will continue to work towards that, this was a good effort and I appreciate Ariel Dougherty taking the time to work with me through this, so I will hand this into the Clerk and we will add it in.

Mayor Hechler: Thank you Manager Whitehead, and I'll state for the record that I think all of our Commissioners did receive a copy of her comments, so it is part of the record and we're well aware of it. Thank you to Ms. Dougherty for visiting that aspect of it and sending it to us.

City Manager Whitehead: I apologize for mispronouncing her name. Secondly, I will say that today is the first day we're on YouTube. I think we're using our YouTube channel now. We're excited about that, it's a little bit of a different platform, it's a little bit more accessible across platforms, so we're excited and we'll continue to explore that and make it better. With that, we're ready to move into the meeting.

Ariel Dougherty's comments are attached hereto and made a part hereof.

C. CONSENT CALENDAR:

- 1. Take Home Vehicle Form: Electric Department**
- 2. Purchase report of items between \$20,000 and \$60,000**

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

D. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 11 25/26 Authorizing City Staff to Submit an Application to Water Trust Board for Design & Construction Services for the Wastewater System Improvements Project.**

Assistant City Manager Alvarez: The City Commission approved us submitting a notice of intent to apply to Water Trust Board, so this is part of the application process to pass a resolution approving us submitting the application. We are submitting an application for \$2,522,764.55. The city pledges a 10% local match for that of \$252,276.46 and the same for a loan component. This is for improvements to the Wastewater Treatment Plant, and it would be pursuant to the administrative order that we received to help bring us into compliance. It is a little bit of a shot in the dark on the application, we do have an outstanding application for the funding we received two years prior for \$16 million. Water Trust Board does mandate that you expend 70% of their funds, and from what they look at and see, we've expended none of their funds, but that's because we are using the HUD funds of \$1.6 for the cash match and we have expended approximately \$700,000 of those. We will be submitting a waiver request and see if they will still consider our application. With that, I stand for any questions.

Mayor Hechler: Thank you, I appreciate your presentation and thank you for answering my question before I asked. I don't have to ask. Commissioners, did we have any comments or questions?

Commissioner Fahl: Just to confirm, if we are approved, our match, would that come out of our Utility Department, or where would that match come from?

Assistant City Manager Alvarez: It would come out of either the Wastewater Enterprise fund, or potentially, bond funds.

City Manager Whitehead: We would have multiple sources, we could use the GO Bonds, we also are still waiting on a capital outlay appropriation that's come from the governor in the amount of \$1 million for our Wastewater plant. We're applying for the same projects that we're trying to do on a shoestring budget, we've asked to expend it, so we could use those funds, potentially, to match, we would be able to cover it in, we think, three ways.

Commissioner Fahl: And again, to clarify, because you've talked about this before, but what we intend to do if we're approved is to get us back into compliance and make us functioning until we save up enough money and get more planning so that we do a bigger project in the next 5-7 years, is that right?

City Manager Whitehead: Yes, that's our vision right now. We're working on what we call a 5-7-year stabilization plan, so that the plant would be functional and then allow us the time to prepare for a complete renovation. The plant's operating well, we are broken, I don't want to act like we're not, but it's operating well, and if we could fix a few of the things that ail us, we would have a very good system. But we do meet our standards every day, our effluent is meeting the standards we're not missing on anything, but we're doing it with a lot of effort.

Commissioner Fahl: Effort is important.

City Manager Whitehead: The team's doing a good job out there.

Commissioner Fahl: Good for them. Well, those are the questions that I had.

Commissioner Mitchell: She answered the questions for me?

Mayor Hechler: Mayor Pro-Tem do you have any questions?

Mayor Pro-Tem Forrister: No and it's very hard to watch this on YouTube and then answer back, and it's delayed.

Mayor Hechler: That echo's right there in your ear, isn't it?

Mayor Pro-Tem Forrister: Yeah, so I'm trying to listen on YouTube because I can hear it better than on my phone, but be able to answer right when you answer, and it's delayed on YouTube, so we're working through it.

Mayor Hechler: I had one of those calls last week and I actually had to get out of the vehicle, because I was in my vehicle, and I answered while I watched YouTube inside the vehicle. It was pretty interesting.

Commissioner Fahl moved to approve Resolution No. 11 25/26 Authorizing City Staff to Submit an Application to Water Trust Board for Design & Construction Services for the Wastewater System Improvements Project. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 12 25/26 Budget Adjustment Request.

Jocelyn Holguin, Finance Director: This is a long one so bear with me. Just to clarify, we were passing the BARs and then the final budget was approved, so hopefully it won't take that long to move forward with this process. Initially the final budget hadn't been approved when I submitted this, but now it is, so we'll just move forward like normal. I'll just go down the list. So bottom line is the additional funding from the general fund that was mentioned at the prior commission meeting, for the \$90,000 to include some contingency for the boat dock. The \$90,000 that we're requesting, and the carryover from the match from the project. Number 2 is Lynco because of the additional electrical items that we needed to include for the signage on Date Street and at the baseball field. We were just slightly under, so it's to make up for that cost that we pulled from the lodger's tax. Number 3 is the Best Friends Animal Society Grant that Tara received. That's in the amount of \$12,354. Number 4 is the CDBG project, it's part of the comp plan. Number 4, the second line, we have that \$5,000 and after we submitted this, we caught it. It was already budgeted, so it's just the part on number 4 on the first line, the second two lines are not really part of it. It's already budgeted. For the parks on number 5, we were looking at the final budget to try to catch some numbers and corrections that we might have underestimated or overestimated, and the parks was already expensed on theirs. They're already close to the \$3,000 on the overtime, which we've decided to increase by \$5,000 to bring it up to \$8,000 so hopefully it'll last the rest of the fiscal year for that. That's just an estimate as well. On number 6, it was not budgeted for the rollover field for the vehicle, so that was just carrying it over as well. For number 7, initially it was in at \$22,323 but the current dollar amount was \$27,907 so that's a correction of what was actually allotted. The investment is also a shortfall so we increased it by \$400 to bring it up to the \$900. Number 9 is the NMDOT Map Project for Pershing. That's being budgeted, we just received that comp grant. Number 10 is the funding source to continue to pay off the offset cost of the Foch Street Project. We already received the agreement, it's just doing to the bond, because it happened during the interim. Number 11 is the JAG grant. It was increased in the budget to \$12,024. Number 12 is the NMDOT Electrical infrastructure that we're currently working on. That's to increase the budget as well. Number 13 is the other NMDOT project for 2nd Street. It's part of the design construct. Number 14 is additional to that project as well, for the other NMDOT grant, so they're both for 2nd Street, and then they kind of tie into each other, for those two. Number 15 is additional funds that were received from the auctions, so they're listed for the departments; fire department, streets, SJOA, water, and airport. So those are the amounts of revenue that was received at the auctions that weren't budgeted because we didn't have the funds at the time, so now it's moving into that GL. Number 16 is where we created the line item and removed the impact fees from those accounts that was approved by Commission, so the total amount is what we're moving into for the expense to move forward as discussed. I stand for any questions.

Commissioner Fahl: I have a question about number 12. Is that the one where you said that's for our electric cars? I thought last meeting when he presented it, that grant amount was \$650,000 and this says \$908,000.

Jocelyn Holguin, Finance Director: Hold on let me check my packet.

CITY COMMISSION AUGUST 27, 2025 REGULAR MEETING MINUTES

City Manager Whitehead: The grant amount is \$618,000.

Commissioner Fahl: This says \$908,000.

City Manager Whitehead: I didn't go back and look at this, I apologize, I think that would be the total of the line in the budget. So, we've probably added it to the professional services side so it would add up to that.

Commissioner Fahl: Okay so if that's true.

City Manager Whitehead: I did not look at the contract so I do apologize to the commissioners. The grant amount is \$600,000.

Commissioner Fahl: That's just kind of confusing. If you can clarify that, if that's other fees. It was during the presentation, I believe, that he said that was going to be of no cost to us.

City Manager Whitehead: It is no cost to us. There's no match.

Commissioner Fahl: So that's a substantial difference in the numbers.

City Manager Whitehead: I would agree with you.

Jocelyn Holguin, Finance Director: We got it off of the contract grant agreement that was provided, and it does say \$900,000 on there, but we can double check and verify.

Commissioner Fahl: So then how do you want to handle that item?

City Manager Whitehead: Let me get to my email on the contract, I just had that today, I was just working through that. I apologize.

Mayor Hechler: So, we're just going to approve all items except that one.

Commissioner Fahl: We can do that and then we can just move on, would that be okay for you guys, or we have to do it today?

City Manager Whitehead: I would have no concern with us moving that item off and representing that to you. NMDOT would like us to move quickly, they've given us a 1-year window to do it, but certainly we're not going to spend it in the next two weeks, we could easily represent that on the 10th for that particular item.

Commissioner Fahl: Okay.

CITY COMMISSION AUGUST 27, 2025 REGULAR MEETING MINUTES

Mayor Hechler: In respect to item 5 for parks and the \$3,000 overtime, we're just barely into the new year, what happened? We had \$3,000 scheduled for the whole year and it's only August.

Jocelyn Holguin, Finance Director: I don't know, but I think a lot more activities are going on, is what I think might be happening. When we budgeted initially, that wasn't happening.

Commissioner Fahl: Don't they have like only the superintendent and two guys or something...

Jocelyn Holguin, Finance Director: We are very short-staffed, as well.

Commissioner Fahl: I guess we didn't plan ahead too well.

Mayor Hechler: It's a little unusual. Manager Whitehead, any explanation?

City Manager Whitehead: Again, no explanation. The focus I've had with the parks has been with our seasonal, which you see, I've got a presentation on here to kind of up and extend. I was not made aware that we were running overtime short. We only have the two guys that work, so if the seasonals don't show up, only the two are able to do that. I did not review that with parks and/or our supervisor.

Jocelyn Holguin, Finance Director: And then it was really just a judgement call on our end, more than it was, in Gary and OJ's defense, we saw it short and we were cleaning stuff up, so that's why we took that initiative. Because I think they're already at two thousand and something.

Commissioner Mitchell: So, we haven't burned through, we're just anticipating it?

Jocelyn Holguin, Finance Director: Planning, yes. Exactly, because we're at about \$2,800 so we're like "Oh there's only \$3,000, so let's bump it." is kind of what happened.

Commissioner Fahl: That's understandable.

Mayor Hechler: Thank you for that. So yeah, I'll entertain a motion and remember, item number 12 we want to exclude.

Commissioner Mitchell moved to approve Resolution No. 12 25/26 Budget Adjustment Request excluding item #12 NMDOT item and to be brought back to us at a later date. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

E. NEW BUSINESS:

1. Discussion/Action: E-911 GIS and GPS Address Database Compliance in Collaboration with Sierra County.

Assistant City Manager Alvarez: The City of T or C has an MOU agreement with Sierra County regarding our GIS addressing system. Part of that MOU is for the administration of the accurate and geographical information necessary for the operations of emergency services. Keith and I have been working closely together over the last couple years addressing some of the addresses within the city and now we're kind of down to some that are going to require a little bit more work on the back end, it will affect various customers, there are some spots throughout the city. Working with them to bring us up, they're kind of down at the final end of things, and I'll let Keith talk here in just a second. But our presentation, once he explains our next steps for this, is presenting to you guys today, and if you approve us to go ahead and let us work together so we can come into compliance, then starting tomorrow roughly, we'd be working with utility billing, and we get social media postings, and we'd be advertising those between the end of August through the end of September, giving the full cycle for utility billing to go out, you guys have an example in your packet of a letter that we would send out to everybody that says, "Hey this is what we're going to be doing and you may get notified." And then once we go through a good 30 days plus of notifying customers that we're working through this, we would then identify the actual addresses that we need to change. We'd send those property owners the change letter, give them 90 days so this would essentially take them through the first of the year, and then we would make that change within the system. I'll let Keith speak about what he's doing on the county's side of things.

Keith Whitney, County Assessors Office: When I took over the addressing system, we had a number of areas that were needing to be updated and corrected. Over the last 3-4 years, we've worked together on finding and identifying those areas. So now that we've found those areas, the dispatch center has actually updated their software, it used to be called Enhanced 911, now it's Next Gen 911. It's a little bit more accurate with mapping in their department. With mapping being a primary backbone to this, it definitely requires us to have solid data. Over this last couple of years, I've identified the areas in T or C, we've worked with other communities as well to get those same type of issues fixed, so with Traci and Gary's help, she's come up with a process so that we can notify those residents and businesses that may or may not need to change or that are going to be affected by this correction. Hopefully we'll be able to get our first wave of these done and completed right after the first of the year so it doesn't affect any of the holiday shipping or anything like that. As we're doing it, we'll probably have two or three phases of these address corrections.

Commissioner Mitchell: So, is this changing the actual address of the business or residence to a new number?

Keith Whitney, County Assessors Office: There will be a few of those that will have to change.

Commissioner Fahl: Are you thinking 100? 1,000?

Keith Whitney, County Assessors Office: No, I think it's going to be 50 or less as a whole.

City Manager Whitehead: I certainly don't want to let the public think that this is – this is, I've described it to the team as E-911 is 98% efficient and now we're at the last cleanups. Potentially there's an address that's on the odd side of the street that has an even number and it's in that, so there's just anomalies across the board.

Keith Whitney, County Assessors Office: I've identified 4-5 different areas that might have 3-4 changes to it, so that's what we're looking at.

City Manager Whitehead: And I would certainly say, I don't want to minimize it. There will be some businesses or residences that will change, but that's why we want to get everybody out, not everybody is going to have to, it's a small group, and then we'll do it in small phases so that we can manage it and help those residents, but this would allow that E-911 or the Next Gen 911 to be precise.

Commissioner Fahl: And that's so important, and for the people that are affected.

Keith Whitney, County Assessors Office: Well, we want to make sure the primary reason behind this is for emergency services, we want to make sure that everyone has their information in the system correctly, and they're identifiable by 911 dispatchers, so they can send the personnel to the right location.

Mayor Hechler: So this service will help improve services for not only 911, but also for FedEx, UPS...

Keith Whitney, County Assessors Office: My data does not go directly to those entities without their request for it, and I can tell you that in 4 years that I've been doing it, I have yet to get a request from any of those companies.

Mayor Hechler: Can people that have an address but people get lost getting there because the GPS is not correct, how can those folks get that fixed? Or can they report that?

Keith Whitney, County Assessors Office: That's another third party. There is a way, Google Maps allows homeowners to submit their own correction, if they see the need for a correction, or for an addition if they're not being pulled up. So you can submit your own.

Mayor Hechler: I didn't know that.

Commissioner Fahl: Me neither, that's cool.

Mayor Hechler: I ask because I'm one of those addresses. Everybody ends up in the street behind me, because they're 4-wheel drive.

Keith Whitney, County Assessors Office: And I had to do the same thing for myself, so it does work.

Commissioner Fahl: That's good to know.

City Manager Whitehead: I'll make just one final comment, the addressing is the responsibility of the city, it's our responsibility to make sure, but this is a true partnership between the city and the county, and we rely on the expertise the county can bring. We also met with the county manager as well, so this is being done as a cohesive partnership.

Keith Whitney, County Assessors Office: And we did have the SCRTA director as well, she was at our meeting, she's aware of exactly what we're doing, and she will make her staff aware of what the process is going to be with the city.

City Attorney Rubin: Given the fact that we already have a signed contract, and as you point out, paragraph 3, under the city's obligations, we are required to provide the county's rural addressor updated GIS addressing and MSAG database information on a timely basis, is there anything else we need to do? Actually, we're already required to do what's being requested, I guess.

Mayor Hechler: The contract was signed in 2021.

City Attorney Rubin: Yes.

Mayor Hechler: Okay, good point.

Commissioner Fahl moved to approve the E-911 GIS and GPS Address Database Compliance in Collaboration with Sierra County. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: P & Z Board recommendation of approval for a Variance Request pertaining to proposed Love's Travel Stops and Country Stores Sign Application Permit.

Assistant City Manager Alvarez: The Planning & Zoning board met on August 11th and recommended approval of a Variance request for some signs at the Love's Travel Truck stop. The applicants are requesting an allowance of 3 freestanding signs located within their property boundary, the ordinance allows for 2 so they're requesting to have 3. They're also requesting a height Variance and sign Variance for the sign that's located near the interstate. Within your agenda packet, you do have the P & Z packet that has a lot of the pictures of the signage, and we also have Barbara Peck from Love's available virtually to answer any questions.

Commissioner Fahl: I like the pictures that she sent, so you can see the freeway signs to give us a good conception of what those are going to look like, they are like all the Love's Truck Stop signs, but it shows a way that people can find it from the interstate, and then on the site. Very good ways for safety reasons, for cars to stay out of the way of those 18-wheelers. It seems very upfront to me.

City Attorney Rubin: And that mirrors what was said at the Planning & Zoning meeting. I saw, member Hammer said, "I think most of the signs promote safety for your truck drivers."

Commissioner Fahl: I didn't copy it from that.

City Attorney Rubin: No that's okay, I'm just saying I agree with your observations, and there's no opposition to Planning & Zoning.

Mayor Hechler: Yeah, the only comment I'd make is that it's very comprehensive, very well put together, they addressed the night sky issue, which was a concern for some of our citizens, so that was good. Other than that, I don't see any additional problems unless you guys have anything else to say.

Commissioner Mitchell: My only concern is this one sign is advertising gas at 99 cents a gallon, I was hoping to keep it that way.

Assistant City Manager Alvarez: That came up at the P & Z board too, we couldn't get her to commit.

Commissioner Mitchell moved to approve the P & Z Board recommendation of approval for a Variance Request pertaining to proposed Love's Travel Stops and Country Stores Sign Application Permit. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Update: Loves Utility Improvements discussion.

City Manager Whitehead: We're really getting close to being able to close the door, if you will, on Love's ability to make a decision to finally come here. They're waiting on several steps that have to fall into place to make sure that they're set to be able to make the purchase. They've done their due diligence, they've done a considerable amount of work, so the last piece that has to happen is, they have requested, and we are looking at ways that we can incentivize them based on the influx of the dollars that they are proposing. If you remember, by their proposal, the top number they estimated was somewhere around \$170,000 a year in gross receipts tax. They're also going to be, potentially, one of our larger utility services. There's a water line that has to be extended under the road, so they're going to improve cemetery road leading up to their site, and they've agreed to improve the water line for us, so we've actually taken off a stretch – the length of that is not being designed by us, it's designed by us, but they're actually going to pay to put that

in. So, what I want to present to you today is where we think we are cost-wise, and the items that we are working on to present to you at the September 10th meeting on what we would call a proposal or incentive package that we could provide to Love's. We have a couple of ordinances, and we do have a local economic development plan, the commission of 2006 adopted that plan, it does exist. We would be looking at utilizing that for one aspect. Right now, the estimated cost to run the electricity from where we have it, so if you could imagine, we have three-phase power that is at Denny's, I use that north side, and it crosses I-25 and it ends at a pole right on the other side of I-25. So, Love's has done their estimate for us to extend power from that pole on the west side of I-25 to their site. The city does have to do a few improvements to our side, just to upgrade our ability to serve it, but it's in order, so we would not be proposing to charge Love's anything to do with improvements to our site, it already exists, it would not be unreasonable for them to assume that we had power at that site, and that's where they made their development from. So, we'll have some costs to do that on our side. Right now, the estimate is about \$230,000 to run power in size enough to get to their site. Under that, we have some costs which we might call not necessary, we projected our labor, we're already paying our staff, the trucks exist, that cost is in there, and then traditionally, the city has been able to provide a transformer to a business that comes in. Remember, we're distributing, think of the transformer much like your cell phone, the company would give us a cell phone and then charge us for the service. So, we think the transformer and being able to discount some of our labor might help get the costs in or around the \$200,000 range, or a little under. So, from there, that's what Love's would potentially need to be paying us to run the service. We do charge, if you want to extend our service, we have to charge for that. Under the local economic development plan, we might look at a proposal that we can take care of the transformer and some internal labor that wouldn't necessarily affect us, but we would get compensated for the items that we tangibly have to purchase. The extension of the three-phase line is about \$150,000 and it has to be done live. Again, it's 15 poles, so we would propose contracting it out, we have looked, so we think that estimate's pretty close, so we would bid out some of it, they would take care of that, we would build some of that. We also have an ordinance, and I've provided that to you, under section 14-52 of our local code which would allow us to provide a potential rebate to a large user of electricity. Actually, we would be able to provide up to 20% of a discount back for 18 months on everything, water, wastewater, solid waste, and electric. What I've been doing is working with Barbara, she's been sending me electric bills from both the Santa Teresa operation and the Belen operation to kind of come up with an estimate and I've estimated those to be around \$10,000 a month in just the electric bill, is on average what they're paying at both of those sites. I've also taken a look at what Walmart's paying us, because I think they would be in similar atone, Walmart's about \$15,000 a month. This doesn't give them full credit for their solar, but you can take a look at both of those. Right now we run at about 52% gross profit on our utilities, that means what we get paid versus what it costs us, that doesn't take into the labor and all the expenses that we have, that's just the difference, so we're at somewhere around \$46,000 that we would potentially have in revenue back to our system if we could do so. We'll be looking at how we can use that. If we use the Walmart number, the 20% discount could be approximately \$40,000 in rebate just on the electrical side. If it was at 15% it could be somewhere around \$30,000 in rebate if we went with what they're doing in Belen and Santa Teresa.

Commissioner Fahl: Over the 18 months?

City Manager Whitehead: Over 18 months, that's what the ordinance says, we could provide a 20% rebate, given that they provide 8 jobs or 400 hours' worth of part-time or full-time work in that period of time, and they have to remain here for 36 months. So again, if they make their investment, our deal would require that and there might be some time where the payback doesn't happen until the full 36 months. The point I give to you today is it looks like it could be about a 2-year payback if we were able to provide them something around \$30,000-\$40,000 in incentives, plus they would get the rebate, that could be another \$40,000, and then the last piece, is we do charge impact fees for every water and wastewater apparatus that they add. We would propose waiving the impact fees in lieu of the water line that they're installing in the road for us. Impact fees can be used to improve the demand on the system, and this would be exactly in that, so we think their impact fees were somewhere between \$10,000 and \$12,000, that was an estimate Traci, and I worked through. We've not seen the architectural plans, if you will, so that would be another area where we would come to you and say, instead of charging them the impact fees, we're going to waive them because they're putting in \$100,000 water line in the street for us as a benefit. So I present those to you, just for general conversation at this point, to open up that we are looking at ways to make sure that we incentivize Love's according to the rules we have available to us, and what makes sense to them, so that we can secure them coming to our community. With that, I'll stand for questions.

Commissioner Fahl: I think that if there are things that we could do to help facilitate them coming here in the long run, some of our community members may not like that in the short-term, but I think in the long-term for our community, the jobs and gross receipts tax that it would bring are certainly worth it for us to help them invest that into our community. The idea should come up very palatable to me, and to Destiny.

Commissioner Mitchell: I was talking through Mary Jo.

Mayor Hechler: I guess the way I look at it is this is an investment in our future. By spending or allowing some concessions at the beginning, we're going to enter into a long-term relationship with a business that's going to be here for many years.

Commissioner Fahl: That's right.

Mayor Hechler: And if that's the case then I think we're going to come out ahead at the end, and anything we can do to facilitate that relationship up front, I think is important. I think you did a nice job putting the package together. I look forward to them moving to our community and providing those jobs and paying that GRT and becoming our customer. So, it all makes sense to me, I think it's a great investment for our community, and nice job in getting that done.

City Manager Whitehead: I appreciate that, but we have a little work to do with the Love's corporation. Barbara and I, I assume after this, we'll sit down and tighten up everything

and make sure it makes sense to them, and we'll work with Jay. We're doing everything within the guides of the ordinance and the rules that we have on the books.

4. Discussion/Action: P & Z Board recommendation of approval for Special Use Permit Renewal at 3500-3700 E. 3rd for the purpose of a Kennel Permit.

Assistant City Manager Alvarez: This was heard again at the August 11th P & Z meeting, it's just an annual renewal, there were no proponents or opponents, the P & Z board does recommend approval, you have the application information in your agenda packet, as well as the applicable section of the meeting minutes. There were no issues or concerns through code compliance and animal control. With that, I stand for any questions.

Commissioner Fahl: And the owner is present. They approved it, we are all aware of the situation from last year, and Code Enforcement said it was fine, so I think it looks fine to me.

Assistant City Manager Alvarez: I think the first one that we did, we didn't designate the amount of animals that were allowed, so we did make sure that that designation was made in this kennel application. They're allowed. I think it was 16 or 17 animals.

Commissioner Fahl: Because they come and go.

Assistant City Manager Alvarez: Yeah.

Mayor Pro-Tem Forrister recused herself from this item.

Commissioner Fahl moved to approve the P & Z Board recommendation of approval for Special Use Permit Renewal at 3500-3700 E. 3rd for the purpose of a Kennel Permit. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Rolf Hechler, Mayor voted aye

Hon. Destiny Mitchell, Commissioner voted aye

Hon. Merry Jo Fahl, Commissioner voted aye

Hon. Amanda Forrister, Mayor Pro-Tem abstained

Motion carried with a 3-0 vote with 1 abstention.

5. Discussion/Action: Consider the P & Z Board recommendation of approval for a Conditional Use Permit for 412 Coleman St. – Shipping Container - Contingent on Relocation of the Container to the rear yard.

Assistant City Manager Alvarez: It was a very busy Planning & Zoning meeting as you can see. Again, the public hearing was heard at the P & Z meeting on August 11th, there were no opponents or proponents. The P & Z board did have some questions and concerns they reviewed, as you can see from the minutes, they reviewed the 7 findings of facts and they did feel that based on the finding of fact #5 (Unreasonably impair established property values within the surrounding area) they had some concerns about the shipping container being in the front yard, even though our municipal code does allow in that area for them to have it, and it doesn't designate front or rear, they did feel that there was a concern about the property values. The applicant agreed to move it into the rear yard, and I did confirm today it's actually been moved to the rear yard. With that, I stand for any questions.

Commissioner Fahl: I drive by that house every day, and I noticed it was there and he moved it right away. That's a clean neighborhood; they do a really good job there. I don't think it would matter one way or the other, but the neighbors, it could have affected their ability to resell their home, I would think so too.

Mayor Hechler: Okay, well I appreciate Planning & Zoning's hard work and diligence in asking all the questions and making that move and catching that, I think Ms. Hammer's the one that did that, so I appreciate that and with that if we have no further issues, I'll entertain a motion.

Commissioner Mitchell moved to approve the P & Z Board recommendation of approval for a Conditional Use Permit for 412 Coleman St. – Shipping Container - Contingent on Relocation of the Container to the rear yard. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Consider the P & Z Board recommendation of approval for a Special Use Permit and Variance Request for 506 Gray St. – RV Park.

Assistant City Manager Alvarez: Public hearing was heard at the August 11th Planning & Zoning meeting, we had no opponents, we had one proponent that spoke in favor of, I think that manager Whitehead had spoken to that property owner and they had sent a representative to speak on behalf of the applicant. The P&Z board did recommend approval. The applicant has requested a Special Use Permit to identify 506 Gray Street as an RV park with 5 RV spaces. The Variance request is pertaining to the streets and access standards: minimum road width required 24 feet with a 50-foot turn radius. Originally the applicant was requesting an allowance of 12 feet and no turn radius; as I updated the Commission via email, upon further conversations with the fire chief, he was

requesting 20 feet for the firetrucks to go through, and the applicant has submitted a new site plan with that 20-foot variance. The RV Park is allowed in the R3 district by Special Use Permit, and what I'm actually going to do now is turn it over to the city manager because I was in a meeting when the fire chief came in to update on some of this, and I want to make sure it gets explained properly.

City Manager Whitehead: The fire chief's recommendation was that it have 20 feet, however in consultation and conversation with the property owner, there may be provisions in the fire code that would allow a smaller road, somewhere between the 12 and 20 feet. Our request today would be to grant the Variance at 20 feet, which is required by the fire chief, and the motion would require that if the fire chief allows for a different size, would provide notification to the property owner and to the city that the adjustment is made, so that way we can cover both sides. It would either be 20 feet because that's what the fire chief requests, or the fire department would have the ability to amend it to the size that would meet the fire code. So that was really the discussion, and I think the property owner and the fire chief have spoken via phone and they're both amenable to a condition that would allow for proper fire protection within that area.

Mayor Hechler: That makes sense.

Assistant City Manager Alvarez: The applicant is here as well.

Commissioner Fahl: I think we should ask them some hard questions, then, since they came.

Mayor Hechler: You've read the minutes. They were asked hard questions.

Commissioner Fahl: The minutes were very comprehensive.

Mayor Hechler: Do you folks have any comments or concerns or questions before we start?

Anica Poli, Applicant: Yeah, I spoke with the fire chief today, happy to do whatever you guys need us to.

Mayor Pro-Tem Forrister: I was at the meeting, and I can't speak on it because then I'd have to get rid of my vote but let me assure you guys that she was asked some hard questions.

Anica Poli, Applicant: My preference would be to stick with the site plan that the Planning & Zoning board saw on the August 11th meeting, I think our driveway on there is 12 or 13 feet wide, but I did submit an updated site plan with 20 feet wide, if that's what the fire chief needs me to do, I'll do that, it makes some tweaks to it, but I'll work with you guys, whatever you need me to do. With what the city managers recommended, if you do it that way, I'll meet with the fire chief. He said if it is a private driveway, then we would be okay

with the 13 feet, if it's considered more of a fire lane or roadway, that's when we need the 20 feet, was my understanding. He was going to look at the code and get back to me.

Mayor Hechler: Okay. I think our stipulation, if we approve it, would be with the 20-foot request, however, once you and the fire chief come to an agreement, as long as he's okay with it, then we'll let that happen, is that okay?

Anica Poli, Applicant: Perfect, that helps me a lot. Thank you.

Commissioner Fahl moved to approve the P & Z Board recommendation of approval for a Special Use Permit and Variance Request for 506 Gray St. – RV Park with the adjustment requested by Fire Chief Tooley. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: School Resource Officer Service Agreement.

Chief Tavizon: What you have in front of you is the school resource officer contract that the school provided. It's an annual renewal contract, we've had this for a few years now, and what it does is provide an officer full-time in the schools, they float between the three schools here. This year, they asked for them to also go to Arrey, make an appearance there, so we've been working with the Sherriff to make sure he's okay with that as well. It does pay the salary, I believe the amount is on there, \$56,000 goes to salary, so it helps with the salary budget line item. With that I'll stand for any questions you may have.

City Attorney Rubin: Same agreement we've been provided, the same conversation?

Chief Tavizon: Yes sir.

Mayor Hechler: Does the school resource officer have an office?

Chief Tavizon: He does have an office there in the school, I believe it's in the high school, they do provide him with a place to work there at the middle school as well.

Mayor Hechler: And he travels between the three schools?

Chief Tavizon: Yes sir. Depending on where they're having issues, whether it's vaping or fights, whatever the case may be, he's just there to help with security and hopefully mitigate and prevent any incident, like what happened in Minnesota.

Mayor Hechler: And you're comfortable letting him go out of town to go to Arrey?

Chief Tavizon: I prefer that he stay here in the schools but if they feel that they are left out as well, I feel that they should feel secure as well.

Mayor Hechler: Is that on a request basis or is it going to be a part of his patrol?

Chief Tavizon: It's on a request basis. Just since they're part of the district.

Commissioner Mitchell: I just have to make a comment that I'll be recusing myself from the vote on this one.

Commissioner Mitchell: I was just going to compliment the Chief and the school, obviously this is a wonderful program for both of them and I'm so glad we have that in place. I was also glad to hear you say you're working with the Sherriff, going down to Arrey, it's always good that our law enforcement people work together. That's always encouraging.

Commissioner Mitchell recused herself from the vote.

Commissioner Fahl moved to approve the School Resource Officer Service Agreement. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Hon. Amanda Forrister, Mayor Pro-Tem

Hon. Rolf Hechler, Mayor

Hon. Merry Jo Fahl, Commissioner

Hon. Destiny Mitchell, Commissioner abstained

8. Discussion/Action: Consent to working with "My dog is my copilot".

Tara Manning, Animal Shelter Supervisor: Dog is my Copilot was founded in 2012, their main goal was to transport animals across the country from shelters that were at-risk to rescues anywhere in the country. They recently had a death a few months ago from one of their pilots, and it took a toll on them. They took kind of a backseat, stepped back a little bit, but now they are in full force and they are coming back. They are asking us to be a part of it, there are a total of 20 shelters that they have asked to partake in this, they are still in the selection process of choosing who they want to take, they will take a minimum of 5 animals from us, all the way up to 12. We are in the works of selecting, still, and figuring out who is going to go and all that. I found out about this amazing opportunity 2 days after the last commission meeting, so they gave us a 1-week deadline to have the partnership and the MOU filled out, which is why we're just doing a consent at this point. As far as the MOU goes, it just states that they are paying for all the transport, the fuel, that sort of thing. We have to get manilla folders, which were donated by a local business here in town, the Money Man, we're very fortunate for that. Zip ties, stickers, crates, which we've had a lot of crates that were already donated to us over the years, however, if we need bigger ones, Best Friends is willing to donate the bigger crates, the zip ties, the tags, the stickers, and all that sort of stuff. We have found a volunteer who is willing to drive them all the way up to the Belen Airport, which we're super excited about. The transport is happening next Saturday, September 6th. Originally the flight time was supposed to

CITY COMMISSION AUGUST 27, 2025 REGULAR MEETING MINUTES

leave at 1 in the afternoon, which meant that we were loading at 12:30pm. They have changed that, so the volunteer now has to be at the Belen Airport by 4:15am. So they are leaving and flying out at 4:30am. That's when we're going to start loading and getting them all off. We're super excited about this opportunity.

Commissioner Fahl: That's great.

Mayor Hechler: Did you say how often this was going to happen?

Tara Manning, Animal Shelter Supervisor: We don't know. I'm hoping that it happens every few times a year, yearly, that sort of thing, but it is something they are still working on because there are so many shelters that are in desperate need of help.

Mayor Hechler: Is there a call for these dogs elsewhere? Is that why?

Tara Manning, Animal Shelter Supervisor: Yes.

Mayor Hechler: That's good, we have too many sometimes, and if somebody else is willing to take them, that's great.

Tara Manning, Animal Shelter Supervisor: Exactly. So far it sounds like they're going to take a lot of our long-term residents that have been there, or the ones that have slight behavioral issues that were making it hard to find them homes.

Mayor Hechler: And once they're shipped off, we're probably not going to get the crates back, so you're going to have an ongoing need for crates, is that correct?

Tara Manning, Animal Shelter Supervisor: This time around, because it's such an early morning flight, yes, we will not be getting those crates back, but that is something that, in the future, if this were to happen, people are donating them quite often, and they said in the future they usually do have collapsed crates that they just exchange for us, and Best Friends said that they are more than welcome to continue donating if we need them.

Mayor Hechler: Great, and this will add to your endeavor to keep a no-kill level at your shelter, so this will make it a lot easier to keep those numbers high, right?

Tara Manning, Animal Shelter Supervisor: Very much, and it's going to be really exciting being able to see them go across country. I do know that their first stop is in Kanab, Utah, and then they're going to Denver, Colorado, and then there are some even going further from there. Very exciting to see them travel.

Mayor Hechler: What a great program. Thank you for bringing that to us.

Commissioner Mitchell moved to approve the Consent to working with "My dog is my copilot" MOU. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Update: Emergency Response Report.

City Manager Whitehead: As you remember, July 2nd, we did have a weather event in T or C on the north side of town. We did declare an emergency that evening, we had a roof blow off of a commercial building and land on a residential building. That roof and debris took more capabilities to remove than we thought necessary, some concerns. The emergency was declared to allow us to make the necessary provisions to help life safety and welfare. This is the final report from that, I won't go too much into detail, but you can see that we've provided you a map of all the locations that we found in concert with other members of the community that showed damage throughout the town that evening. We've provided you the significant damage area, photographs of the damage, the team worked together and the Police Chief was instrumental in handling the reporting side of this to make sure that every resident was able to submit a report. So, you can see how all that was handled. We also did conclude, by having a roundtable discussion, we brought the whole team in to review the incident, to go over the successes and the failures. What we would agree on, probably the biggest failure that evening for us, was our communication. It turned out, with the power being out on the north side of town, one of our repeaters from the city was down as well, and we probably didn't catch that, so we were having some communications issues, but E-911 was operating properly on the generator. We'll work to repair that. The second piece is, I guess some time back, all city department heads used to carry a radio, and cell communication has kind of made that obsolete, but we recognize that potentially we need to go back to that, where each of us has a backup communication through a repeater where we could communicate via radio. The Fire Chief has offered to help us facilitate that. He thinks funds would be able to provide emergency radios. So that was the biggest issue that came out of that. Lastly, I will report, you can see the costs, we estimate the cost just under \$8,000 for the event. We did pay Bartoo under an emergency procurement \$1,600 which was to remove the metal roof from the street, as well as from the house. Our largest expense was labor and materials for the electrical side, we did have to replace quite a bit, and then we had a small amount of overtime from the road department. This is our report and we submit it just for the record on the event, and the emergency declaration.

Mayor Hechler: I think we've all heard of this report before, and you've briefed us before on several of these issues, so thank you for putting it on paper.

Commissioner Fahl: Good detail.

City Manager Whitehead: I want to thank my staff, it would be remiss to not mention Jo who put this together, brought all the notes together. The staff did a great job here and I want to thank everybody that participated. It was a small enough disaster to help us think about what a big one could look like, so we're very fortunate.

10. Discussion/Action: 30-day Amendment for Seasonal Program Casual Employee Position.

City Manager Whitehead: As you heard earlier, we have a potential issue with overtime, I will brief myself on that to make sure I know where we are, but the primary issue, if you remember, when we started the season, we were up against a \$17.75 hourly rate from the state parks for seasonal workers, and we were paying \$12.50. We requested that you allow us to move that rate up to \$15.50 and then an amendment came that would allow for those that received a certification, an additional 75 cents. The program has had wins and losses. Certainly, at the swimming pool, it's been a hit. We were able to find enough employees that were comfortable with the compensation that they were able to build out a nice schedule, so we're really pleased with that. We did struggle at the streets department, the parks, and the golf course. We just have not been able to sustain and keep an employee for long. They come, they call out, they leave in the middle of the day, so we definitely want to work back through it to figure out. I asked for 10 seasonals, next year I think we're going to ask for 20 part-time seasonals so that we can say, "We have enough employees that want to get paid, and if someone doesn't want to work today, we'll call the next guy or gal up and then keep that rotation going." We are certainly disappointed, but as we get to the end, we still have some needs, summer is still going, it's still hot, people still want to use the swimming pool, so what we've come to realize is, if you would allow us to use the seasonals that we do have, we have some good ones in-house, we'd like to keep 6 of those seasonals for another 4 weeks, and be able to keep the pool open. So, we would go into October with a pool schedule. When we wrote this, we had 3 that looked like they were going to make it, we're down to 2, but the parks could use them. We really want to do some work at the ball fields, we'd like to get them a little healthier for the winter so we can come out. It looks like we might be able to host the state baseball tournament next year, they were very pleased with what we did this year. We'd like to get the golf course, the parks, and the facilities into good shape as we go into winter. We've just been short, so it's been tough to keep that going. As you can see from the proposal, if we would have used all the employees at \$15.50 an hour, our total expense for 26 weeks would have been approximately \$185,000. To date, we've spent \$64,000 with the part-time employees, the seasonal employees we have, so we have significantly underspent within the program, so we're not asking for more money than we have, we don't necessarily need to do a budget adjustment, we just need permission to go 30 days longer than the policy allows for a seasonal employee. With that, I'll stand for questions.

Commissioner Fahl: I think this was a good learning process for our first year, some people like to work, and others are not as dependable, but it certainly was, as you said, a benefit to the pool. I know parks needs workers, and I think this gives us an experience on how to plan for next year too. Next year then we go longer for seasonals, because it stays hot longer so parks will need them and the pool will still need them, so this was a good exercise in trying to plan for that for the future.

City Manager Whitehead: I would add, as we're doing the pay study, we have written seasonal employees into the pay study. So, we have put a spot for them, so we won't be

guessing, it'll be a set rate for either trained or not trained at the pool, we'll have that set, so really it would just be coming to you and saying that we're going to reactivate it and tell you the number of employees we want to utilize.

Mayor Hechler: Well I think it's a great program, you know, we're talking about quality of life for our citizens, and by taking care of them in this matter, I think it's good for our community, so thanks for that aggressive approach, and I agree with you, let's hire twice as many next year and see what'll stick. See if they'll hang around with us.

City Manager Whitehead: Right.

Commissioner Fahl moved to approve the 30-day Amendment for Seasonal Program Casual Employee Position. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: \$30,000 Lodgers Tax Facility Improvements for the Skate Park.

City Manager Whitehead: I want to back up a little bit, and a large apology to the community, if you remember, at the last meeting, we asked you to approve an expenditure from the general fund to complete a boat ramp. We recognized after that, we had not done a really good job on our side to put that plan out, like we've done with all of our road and water projects, we just missed it. We did get some pushback this week, from the community, concerned that we were going to open Ralph Edwards Park to a boat ramp and for powered boats to access the river. We quickly responded to that, and we are here to tell you that what the boat dock is, is really just that. It's really a boat dock and the ability for a non-motorized vehicle to enter and exit the river at Ralph Edwards Park. The boat dock will move up and down with the river, and you'll be able to walk out, there would be no way for a vehicle to back in or get on at all, there would be no possible way, and it's part of your long-term plan. I had not looked at it in its entirety, and we really truly missed it. Hopefully we've put that back and we have a story being written, we'll get that on the website, but certainly the boat dock is really, again, just to help people get in and out of the river at Ralph Edwards Park. We want to make that clarification.

Commissioner Fahl: For canoes.

City Manager Whitehead: For canoes, kayaks.

Commissioner Mitchell: We're not going to have jet ski races on the Rio Grande?

City Manager Whitehead: No jet ski races, no. And again, the mayor has talked with me, we would work with the Police Chief, we might want to begin upping our enforcement and our ability to protect the river and protect those river users if we need to, so we recognize that, our intention here was never to create a situation where boats would be running up and down the river at all, so we get that.

Mayor Pro-Tem Forrister: Well first of all, boats and jet skis are already on the river. So, it's not us allowing that regardless, but the ramp is not a concrete thing that you could back boats into, is what I think the clarification on that is. But regardless, jet skis and boats are already on the river.

Mayor Hechler: Alright thank you.

City Manager Whitehead: In that discussion, we identified 3 projects that we've been working diligently to try to get done at Ralph Edwards Park to kind of finish out the vision. The shade cover is under construction, the boat dock, and then the skate park. We identified that we were short funds based on the cost, they've been on the books for quite a while, and the skate park was short \$30,000, I did bring that to you at the last meeting but indicated that we would bring that forward this time to get approval to use Lodger's Tax funds. I presented you with my 25/26 Lodger's Tax breakdown to show you that under the 40% side of the Lodger's Tax, which can be used for facilities and facility improvements, I have \$47,500 unallocated. You can see the items that we've put money into for that, so we have \$47,500 there. I would ask that you grant us permission to use \$30,000 of that for the skate park. Part two of that, we presented that we had also applied for some state funding. There is approximately \$5 million in additional state funding for quality-of-life grants, we thought we were in the hopper to get those funds, and we are, but we do have to make an application. We've submitted all the documents, we've made the request for \$160,000 but now they've told us that there are a lot of communities that want it, so we're going to have to make a formal application. The good part for us is that every one of our projects are beyond shovel-ready, they are shovels-working. We think we're in a good spot to potentially receive an allocation. Whatever we do receive, we would divide equally amongst the general fund and back to Lodger's Tax, if we were to receive state funding from that additional funds, to cover some of our costs. But we certainly want to make sure that the Commission knows, this would be an expenditure that we should not expect back, but it's possible, and if it did, that's how we would handle it. With that, I stand for questions.

Mayor Hechler: A couple of comments on my end. I think at some point we need to explore an ordinance restricting motorized vehicles in between city limits on the river. We could do that. I know that enforcement's going to be an issue, I don't know if we can respond, I know New Mexico State parks is supposed to respond in those situations, but their response time is going to be a half hour to 45 minutes, at least, if it's an emergency. They are also trained in swift water rescue and things of that nature, so that's something I think we should probably explore, Chief, and look at it and at least have it on the books as an ordinance. We have an opportunity, we can always catch them when they're going to put their boat or jet ski back out, to do some education if we need to. I think that would be one thing we can look at down the road.

Commissioner Fah! To follow up on that, in the Turtleback Trail Network, there's a copy of the ordinance that Carlsbad uses for that kind of work, so there's one already approved, that would be a good place to start.

Mayor Hechler: I've gotten a couple of calls, people were concerned about the side that the money was coming from, it's not to put heads in beds, the money's coming from the city's portion, which is used for these kinds of things.

City Manager Whitehead: That's correct.

Mayor Hechler: I'll call those people back and assure them that's not where it's coming from. With that, I'll entertain a motion.

Commissioner Mitchell moved to approve the \$30,000 Lodgers Tax Facility Improvements for the Skate Park. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

Clerk Torres: Victoria Harrington, she's a current member on our Lodger's Tax Advisory board. She served 3 years on our board and her term expired in June of this year. For that seat, the member serves an initial 3-year term, and if they are re-appointed, the term will move to a 4-year term. We recommend approval for a 4-year term for Ms. Harrington. I'll stand for any questions.

Commissioner Fahl moved to approve the re-appointment of Victoria Harrington to the Lodgers Tax Advisory Board to serve a 4-year term. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Update: NMDOT Project CN1102340 - Road Diet Modification and enhancements to T or C downtown. Andreas Linnan, NMDOT-D1Engineer.

Mayor Hechler adjourned the meeting at 5:31 p.m. The NMDOT presentation was presented after the City Commission meeting adjourned.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 5:31 p.m.

Passed and Approved this 10th day of September, 2025.

CITY COMMISSION AUGUST 27, 2025 REGULAR MEETING MINUTES

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

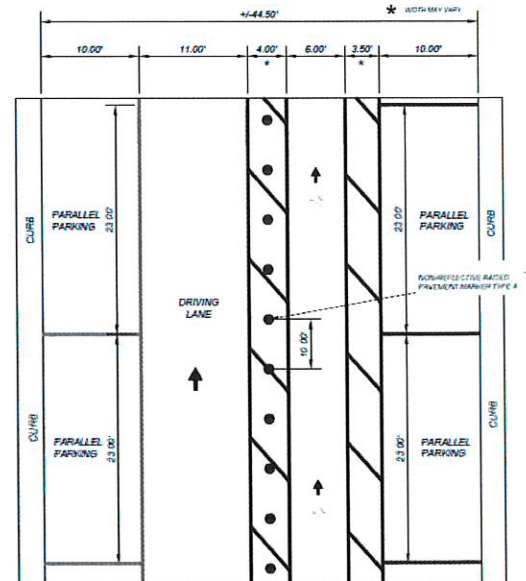


Figure 1

What is a Road Diet?

A Road Diet is a traffic calming strategy that reallocates roadway space to improve safety, enhance mobility, and support a better quality of life for all users. Typically implemented through low-cost measures like restriping, Road Diets reduce vehicle lanes to slow traffic, increase driver awareness, and create space for features such as bike lanes, pedestrian paths, or turn lanes.

Figure 2 Striping Changes



ROAD DIET ENHANCEMENTS

within Truth or Consequences

Project Overview

In Spring 2025, the NMDOT completed a \$5.6 million paving and road diet project along the I-25 Business Loop in Truth or Consequences (T or C), Sierra County, New Mexico. The project limits covered Date Street, Broadway, and Main Street (5.5 miles total).

This project aimed to improve pavement conditions, ADA ramps, and public safety in downtown T or C. The road diet was recommended in the 2021 Multimodal Transportation Safety Plan, to address key concerns including speeding and wrong-way driving in the downtown corridor. By changing the roadway striping configuration, visual friction was increased, and as a result, vehicle speeds reduced.

This upcoming safety initiative will modify the roadway striping to mitigate municipal safety concerns about fire truck access while still addressing the key concerns identified in the safety plan. The road diet enhancement project does specifically target traffic calming and driver guiding to enhance safety for all roadway users.

Key Enhancements

New Pavement Markings: We're reconfiguring the road markings to mitigate municipal safety concerns while maintaining the road diet concept (see Figure 2).

Upgraded Signs & New Installations: Keep an eye out for new and clearer signs to guide you along the road with ease.

Delineator Systems: These new markers will improve visibility and prevent vehicles from accidentally entering into the bikeway (see Figure 1).

Other Construction Enhancements: Various updates, including radar speed feedback units, will support the road users, ensuring smoother and safer traffic flow for everyone.

What's Next?

These upgrades will be observed and evaluated to determine if future improvements would further enhance the safety on the road. This project has been funded through the NMDOT Highway Safety Improvement Program (HSIP) and will be let for construction in the Fall of 2025.

Project Website: <https://www.dot.nm.gov/t-or-c-road-diet/>

Explore FHWA Resources:

<https://highways.dot.gov/safety/other/road-diets>

Contact Us with Questions: Ami Evans, NMDOT District 1 Public Information Officer, Email: ami.evans@dot.nm.gov, Phone: 575-640-5981

From: Ariel Dougherty films <arielcamera@gmail.com>

Sent: Monday, August 25, 2025 11:04 AM

To: Whitehead, Gary <gwhitehead@torcnm.org>; Torres, Angela <aatorres@torcnm.org>; Hechler, Rolf <rhechler@torcnm.org>; Forrister, Amanda <amanda.forrister@torcnm.org>; Fahl, Merry Jo <mfahl@torcnm.org>; hoepner@torcnm.org; Mitchell, Destiny <dmitchell@torcnm.org>

Cc: Kathleen Sloan <kathleensloan@gmail.com>; sierracountynews@gmail.com

Subject: Public Comment. and the National Guard

Dear Truth or Consequences Commissioners –

First, I urge you to reinstate Public Comment for this meeting on August 27. It is shocking that at every meeting you do not want to hear from the public on any matter of public concern.

The deployment of National Guard – now armed – in Washington DC against the citizens of the Nation's Capital is a HUGE overstretch of Presidential Authority. Exactly, what is the “emergency”?

I grew up in Washington DC and was in the DC public schools in the decade prior to passage of the Home Rule Act of 1973. In order to update a textbook – that discussed how clipper air ships could in the future fly across the Atlantic in light of Lindbergh's flight – we had to go to Congress before a Congressional committee filled with Dixiecrats to get new updated textbooks. This was especially the case for the schools that were predominately black.

Placing the Guard in DC and threatening other black led cities with their deployment is a retrograde extension of the racist policy that permeated the entire Jim Crow era up until the Civil Rights Movement.

I urge you as public elected representatives to take a stand against such deployment of National Guard in this manner. It is not only an actual threat to DC residents today, but to all citizens of the United States. As regards jurisdictions other than DC it would be a



violation of the Posse Comitatus Act of 1878. Why should DC citizens be subject to different laws and rules? Congressman Andy Biggs has already introduced a bill to extend the takeover in DC for six months and to make that time the default for all future "emergencies." There is no emergency. It is a fiction made up to control. Congress reconvenes September 2nd. This is your last meeting prior to that time.

All Americans should be opposing such misuse of the military force and its growing escalation into a police state and nation. Do you want the National Guard here patrolling our streets?

This is a critical moment to stand up and protect the Constitution and the Rule of Law.

I will draft a Resolution for you to discuss this matter and to use as a blueprint to enact such a Resolution. I will bring it to the Wednesday meeting.

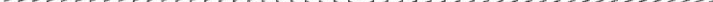
I hope I will be able to speak from the podium.

Best regards, Ariel Dougherty

ARIEL dougherty

ArielCamera@gmail.com 575-740-5868 @MediaEquity





I tread lightly on the land I live, once home of the Chiricahua Chihendé Apache



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: F.3

SUBJECT: August 2025 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: September 5, 2025

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for August 2025

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 2,323,195.76

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 9-10-2025



Truth or Consequences

AP EOM REPORT AUGUST 2025

By Fund

Payment Dates 8/1/2025 - 8/31/2025

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
AMAZON CAPITAL SERVICES I...	16FR-GJ1X-474V	07/31/2025	CMO OFFICE SUPPLIES	101-1003-44606	584.44
TYLER TECHNOLOGIES INC	025-521549	08/01/2025	TYLER TUTORING FINANCE, PR...	101-1004-42720	346.80
SCRDA	07009025	08/01/2025	DISPATCH SERVICES FOR FY 25...	101-1007-48599	55,101.00
SHIRLEY ALLEN	07282025	08/01/2025	DEPOSIT REFUND FOR 7/26/25...	101-1099-34348	250.00
POLICARPIO V BUSTAMANTE ...	107.25	08/01/2025	OPEN PO - LANDSCAPE SERVI...	101-1009-47415	1,000.00
NM MUNICIPAL LEAGUE	15065	08/01/2025	NMML DUES 7/1/25-6/30/26	101-1000-43770	12,325.00
NM MUNICIPAL LEAGUE	15619	08/01/2025	ASSOCIATION OF CHIEFS OF P...	101-1007-43770	500.00
NM MUNICIPAL LEAGUE	15743	08/01/2025	LEAGUE OF ZONING OFFICIALS...	101-1008-43770	75.00
BANK OF AMERICA	1913819	08/01/2025	BACKGROUND CHECKS - NH A...	101-1004-48599	257.95
AMAZON CAPITAL SERVICES I...	1PCQ-MP9V-3DFY	08/01/2025	WIRELESS KEYBORAD & MOU...	101-1004-44607	16.99
UNIFIRST HOLDINGS INC DBA ...	2880274393	08/01/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	52.83
UNIFIRST HOLDINGS INC DBA ...	2880276764	08/01/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	160.12
OFFICE DEPOT	431713535001	08/01/2025	MISCELLANEOUS OFFICE SUPP...	101-1007-44606	213.72
OFFICE DEPOT	431714829001	08/01/2025	MISCELLANEOUS OFFICE SUPP...	101-1007-44606	19.29
OFFICE DEPOT	431714831001	08/01/2025	MISCELLANEOUS OFFICE SUPP...	101-1007-44606	39.85
OFFICE DEPOT	431714832001	08/01/2025	MISCELLANEOUS OFFICE SUPP...	101-1007-44606	6.89
OFFICE DEPOT	431714836001	08/01/2025	MISCELLANEOUS OFFICE SUPP...	101-1007-44606	73.68
OFFICE DEPOT	431714837001	08/01/2025	MISCELLANEOUS OFFICE SUPP...	101-1007-44606	28.98
PARKS AND REC BANK OF AM...	6/25 6/26/2025	08/01/2025	PER DIEM LODGING & MEAL	101-1009-42720	111.45
PARKS AND REC BANK OF AM...	6/25 6/26/2025	08/01/2025	COM. SVC DIRECTOR & PARKS...	101-1009-42720	319.83
CITY MANAGER BANK OF AM...	64265108	08/01/2025	CITY MGR GARY WHITEHEAD ...	101-1003-42310	202.62
CITY UTILITIES	7/22 & 7/29/2025	08/01/2025	GENERAL FUND CYCLE C & D	101-1018-43780	93,358.69
TDS	7/25/2025	08/01/2025	014-044-1828	101-1018-43780	1,080.11
TDS	7/25/2025	08/01/2025	014-044-1406	101-1018-43780	480.00
TDS	7/25/2025	08/01/2025	014-044-1352	101-1018-43780	381.42
TDS	7/25/2025	08/01/2025	014-044-1371	101-1018-43780	381.42
TDS	7/25/2025	08/01/2025	014-044-1372	101-1018-43780	381.42
TDS	7/25/2025	08/01/2025	014-044-1351	101-1018-43780	381.42
TDS	7/25/2025	08/01/2025	014-044-1526	101-1018-43780	95.30
TDS	7/25/2025	08/01/2025	014-044-1373	101-1018-43780	381.42
TDS	7/25/2025	08/01/2025	014-044-1402	101-1018-43780	381.42
TDS	7/25/2025	08/01/2025	014-044-1553	101-1018-43780	199.03
TDS	7/25/2025	08/01/2025	014-044-1618	101-1018-43780	139.26
TDS	7/25/2025	08/01/2025	014-044-1537	101-1018-43780	109.26
TDS	7/25/2025	08/01/2025	014-044-1369	101-1018-43780	109.26
NEW MEXICO GAS COMPANY ...	7/25/2025	08/01/2025	000100600-0100002	101-1018-43780	1,880.27
TDS	7/25/2025	08/01/2025	014-044-1348	101-1018-43780	381.42
TDS	7/25/2025	08/01/2025	014-044-1353	101-1018-43780	381.42
WILLIAM I BUHLER	AUG25	08/01/2025	FISH POND WATER RIGHTS FY...	101-1009-43770	250.00
WILLIAM I BUHLER	JUL25	08/01/2025	FISH POND WATER RIGHTS FY...	101-1009-43770	250.00
BARTOO SAND & GRAVEL INC	M50273	08/01/2025	Debris Removal From Pershing..	101-1000-60430	1,600.31
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	CITY CLERK'S OFFICE	101-1001-41226	158.69
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	CITY MANAGER'S OFFICE	101-1003-41226	181.56
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	FINANCE / ADMIN SERVICES	101-1004-41226	451.32
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	ANIMAL SHELTER	101-1006-41226	163.27
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	POLICE DEPT	101-1007-41226	1,375.42

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	PARKS & RECREATION	101-1009-41226	93.02
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	STREET DEPT	101-1011-41226	247.44
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	FACILITY MANAGEMENT	101-1014-41226	215.74
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	LIBRARY	101-1016-41226	212.40
SELENA POLANCO	08042025	08/08/2025	DEPOSIT REFUND FOR CIVIC C...	101-1099-34348	400.00
ARENAS VALLEY ANIMAL CLIN...	102715	08/08/2025	VET SERVICES	101-1006-48598	363.36
ARENAS VALLEY ANIMAL CLIN...	103118	08/08/2025	VET SERVICES	101-1006-48598	103.22
ARENAS VALLEY ANIMAL CLIN...	103330	08/08/2025	VET SERVICES	101-1006-48598	380.06
SUN VALLEY INC	181296/6	08/08/2025	OPEN PO FOR JULY 2025 - PA...	101-1009-44607	56.89
SUN VALLEY INC	181339/6	08/08/2025	OPEN PO FOR JULY 2025 - PA...	101-1009-44607	20.00
SUN VALLEY INC	181341/6	08/08/2025	OPEN PURCHASE ORDER FOR ...	101-1014-44607	149.37
SUN VALLEY INC	181352/6	08/08/2025	OPEN PO FOR JULY 2025 - PA...	101-1009-44607	12.05
SUN VALLEY INC	181360/6	08/08/2025	OPEN PO FOR JULY 2025 - PA...	101-1009-44607	2.74
SUN VALLEY INC	181402/6	08/08/2025	OPEN PURCHASE ORDER FOR ...	101-1014-44607	25.64
SUN VALLEY INC	181411/6	08/08/2025	OPEN PURCHASE ORDER FOR ...	101-1014-44607	269.70
SUN VALLEY INC	181456/6	08/08/2025	OPEN PO FOR JULY 2025 - PA...	101-1009-44607	17.09
SUN VALLEY INC	181485/6	08/08/2025	OPEN PURCHASE ORDER FOR ...	101-1014-44607	14.24
SUN VALLEY INC	181486/6	08/08/2025	OPEN PURCHASE ORDER FOR ...	101-1014-44607	4.75
SUN VALLEY INC	181508/6	08/08/2025	OPEN PO FOR JULY 2025 - PA...	101-1009-44607	19.87
SUN VALLEY INC	181525/6	08/08/2025	OPEN PURCHASE ORDER FOR ...	101-1014-44607	21.45
SUN VALLEY INC	181560/6	08/08/2025	OPEN PO FOR JULY 2025 - PA...	101-1009-44607	31.34
SUN VALLEY INC	181573/6	08/08/2025	OPEN PURCHASE ORDER FOR ...	101-1014-44607	28.48
SIERRA ELECTRIC CO-OP INC	2154 JULY 2025	08/08/2025	AIRPORT - ELECTRIC	101-1018-43780	1,201.73
SIERRA AUTO PARTS LLC	338086	08/08/2025	BATTERY - SILVER 1 EACH BEP ...	101-1009-47420	186.95
SIERRA AUTO PARTS LLC	338086	08/08/2025	CORE RETURN	101-1009-47420	-22.00
SIERRA COUNTY SENTINEL	4085 101	08/08/2025	FY 25/26 PUBLICATIONS	101-1001-43740	671.92
SIERRA COUNTY SENTINEL	4086	08/08/2025	HELP WANTED ADS - FY23-24 - ..	101-1004-43740	552.71
SIERRA COUNTY SENTINEL	4114	08/08/2025	LEGAL AD	101-1004-43740	94.85
VERIZON WIRELESS	507301026-00001	08/08/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43775	208.65
VERIZON WIRELESS	507301026-00001	08/08/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	166.92
VALLIANT ENTERPRISES INC	5405-07	08/08/2025	COMPENSATION STUDY	101-1004-48599	1,748.91
SIERRA ELECTRIC CO-OP INC	5764 JULY 2025	08/08/2025	MIMS AREA - ELECTRIC	101-1018-43780	578.45
JAIME F RUBIN LLC	8/1/2025	08/08/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	4,596.03
TALON SEPTIC & POTTY SERVI...	I2810	08/08/2025	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,100.00
LASTING PAWS PET MEMORIA...	LCL10391-I-0065	08/08/2025	ANIMAL CREAMTION	101-1006-48598	844.22
GANNETT MEDIA CORP	0007212478	08/15/2025	LEGAL AD	101-1004-43740	90.26
XEROX CORP OLD	024012975	08/15/2025	POLICE DEPT XEROX EQUIPM...	101-1007-43465	216.81
XEROX CORP OLD	024012984	08/15/2025	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
TYLER TECHNOLOGIES INC	025-522275	08/15/2025	TYLER TUTORING FINANCE, PR...	101-1004-42720	346.80
CHERRILLS WESTERN APPAREL	047170	08/15/2025	WRANGLER SHIRTS LONG SLE...	101-1014-42620	174.00
CHERRILLS WESTERN APPAREL	047170	08/15/2025	WRANGLER SHIRTS TALL FOR ...	101-1014-42620	186.00
CHERRILLS WESTERN APPAREL	047170	08/15/2025	WRANGLER JEANS FOR TOM ...	101-1014-42620	192.00
CHERRILLS WESTERN APPAREL	047170	08/15/2025	WRANGLER JEANS FOR TRAVIS..	101-1014-42620	240.00
AALIYAH JOJOLA	08072025	08/15/2025	REFUND FOR 8/6/2025 CHAIR...	101-1099-34348	50.00
BRADY INDUSTRIES LLC	10436749	08/15/2025	FUEL CHARGE	101-1014-44607	4.00
BRADY INDUSTRIES LLC	10436749	08/15/2025	CENTERPULL HAND TOWELS ...	101-1014-44607	612.00
BRADY INDUSTRIES LLC	10436749	08/15/2025	LARGE BLACK TRASH LINERS C...	101-1014-44607	481.03
BRADY INDUSTRIES LLC	10436749	08/15/2025	GLASS CLEANER 12/C CASE	101-1014-44607	450.02
AMAZON CAPITAL SERVICES I...	13MT-HLQR-XTHW	08/15/2025	SHIPPING	101-1006-42620	6.99
AMAZON CAPITAL SERVICES I...	13MT-HLQR-XTHW	08/15/2025	UNIFORM SHIRT FOR RONNIW...	101-1006-42620	21.99
ANGEL VILLA DBA BLUE LINE ...	2025-002	08/15/2025	SPLAS/SLIDE JUMPERS NATIO...	101-1007-48598	400.00
VALLEY VET SUPPLY	278832	08/15/2025	TRUCAN B ORAL FOR DOGS	101-1006-44607	185.95
VALLEY VET SUPPLY	278832	08/15/2025	TRUFEL HCP+FELV CAT VACCI...	101-1006-44607	1,003.96
VALLEY VET SUPPLY	278832	08/15/2025	TRUCAN DAPPI DOG VACCINE	101-1006-44607	519.72
PUBLIC SAFETY PSYCHOLOGY ...	28160	08/15/2025	PSYCHOLOGICAL DEBRIEF QU...	101-1000-43598	270.00
PUBLIC SAFETY PSYCHOLOGY ...	28160	08/15/2025	TRAVEL & TAX	101-1000-43598	408.04
ALARM CONTROL TECHNOLOG...	39369	08/15/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALARM CONTROL TECHNOLOG...	39370	08/15/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
NU WAY LAUNDRY & CLEANE...	40436	08/15/2025	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
QUILL CORPORATION	45052543	08/15/2025	OFFICE SUPPLIES - PARKS & R...	101-1009-44606	179.28
QUILL CORPORATION	45052543	08/15/2025	OFFICE SUPPLIES - PARKS & R...	101-1013-44606	44.89
QUILL CORPORATION	45057049	08/15/2025	OFFICE SUPPLIES - PARKS & R...	101-1009-44606	6.36
QUILL CORPORATION	45069117	08/15/2025	OFFICE SUPPLIES - PARKS & R...	101-1009-44606	14.36
ARMIJOS CASA BONITA	45882	08/15/2025	WINDOW TINT FOR THE UTILI...	101-1014-43403	623.16
SIERRA VISTA HOSPITAL SIERR...	8/13/2025	08/15/2025	OPEN PO HOSPITAL GRT DISTR...	101-1017-48599	47,159.39
SIERRA VISTA HOSPITAL SIERR...	8/6/2025	08/15/2025	COLLECTION DRUG TEST FEE ...	101-1004-48599	75.00
QUEST DIAGNOSTICS INC	9216536853	08/15/2025	SCREENING & MRO FEE FY 25-...	101-1004-48599	118.20
DATAMARS INC	943285	08/15/2025	MICROCHIPS	101-1006-44607	1,790.76
BLUE 360 MEDIA LLC	IN2505260531	08/15/2025	NM CRIMINAL & TRAFFIC LAW...	101-1007-43740	159.12
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	CITY CLERK'S OFFICE	101-1001-41226	160.22
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	CITY MANAGER'S OFFICE	101-1003-41226	181.56
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	FINANCE / ADMIN SERVICES	101-1004-41226	454.49
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	ANIMAL SHELTER	101-1006-41226	164.59
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	POLICE DEPT	101-1007-41226	1,392.52
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	PARKS & RECREATION	101-1009-41226	93.02
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	STREET DEPT	101-1011-41226	248.42
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	FACILITY MANAGEMENT	101-1014-41226	217.20
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	LIBRARY	101-1016-41226	216.82
WORKQUEST DBA HORIZONS ...	SINV046501	08/15/2025	04/14/25 RECORDS DESTRUCT...	101-1001-43999	274.92
CHERRILLS WESTERN APPAREL	047171	08/16/2025	WRANGLER JEANS FOR OTTO ...	101-1014-42620	192.00
CHERRILLS WESTERN APPAREL	047171	08/16/2025	KEY SHIRTS FOR HENRY FLORES	101-1014-42620	90.00
CHERRILLS WESTERN APPAREL	047171	08/16/2025	WRANGLER LONG SLEEVE SHI...	101-1014-42620	174.00
CHERRILLS WESTERN APPAREL	047171	08/16/2025	ARIAT JEANS 6 PAIRS FOR HE...	101-1014-42620	414.00
TYLER TECHNOLOGIES INC	025-523091	08/22/2025	TYLER TUTORING FINANCE, PR...	101-1004-42720	346.80
PARKS AND REC BANK OF AM...	060763	08/22/2025	WORKBOOTS - TRACTOR SUPP...	101-1009-44615	289.98
ANIMAL SHELTER BANK OF A...	069935	08/22/2025	DOG/CAT/KITTEN FOOD FOR ...	101-1006-44607	1,371.35
STEPHEN BUCKLEY	08192025	08/22/2025	REFUND FOR 8/5/2022 PARK ...	101-1099-34348	50.00
WINDSTREAM CORPORATION	101131348 8/19/25	08/22/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	91.57
WEX BANK	106376570 CMO	08/22/2025	OPEN PO FOR FUEL FY 25/26	101-1003-43316	57.51
WEX BANK	106376570 CODE	08/22/2025	OEPN PO FOR CODES/ACO FU...	101-1008-43316	485.43
WEX BANK	106376570 FM	08/22/2025	WEX BANK FUEL CARD OPEN P...	101-1014-43316	821.99
WEX BANK	106376570 PD	08/22/2025	PD FUEL USAGE FOR FY 25-26	101-1007-43316	7,277.60
TURTLEBACK PEST CONTROL I...	109258	08/22/2025	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,074.00
WILSON & COMPANY INC ENG...	139847	08/22/2025	ON CALL GRANT MANAGEME...	101-1010-48598	5,666.46
KATHRYN ELLIOTT DBA CIVILIT...	181	08/22/2025	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
AMAZON CAPITAL SERVICES I...	1T9R-VJ3G-3PWW	08/22/2025	GEL PENS	101-1000-44606	30.27
AMAZON CAPITAL SERVICES I...	1T9R-VJ3G-3PWW	08/22/2025	DESK MONITOR STAND RISER	101-1000-44606	29.90
AMAZON CAPITAL SERVICES I...	1T9R-VJ3G-3PWW	08/22/2025	SIGN & DATE POST-IT (RED)	101-1000-44606	29.49
AMAZON CAPITAL SERVICES I...	1T9R-VJ3G-3PWW	08/22/2025	POST-IT FLAGS MESSAGE	101-1000-44606	25.86
AMAZON CAPITAL SERVICES I...	1T9R-VJ3G-3PWW	08/22/2025	MOUSE PAD	101-1000-44606	9.89
AMAZON CAPITAL SERVICES I...	1WP4-YG4L-3XVX	08/22/2025	UNIFORM SHIRS (11 FOR EACH...	101-1006-42620	762.93
AMAZON CAPITAL SERVICES I...	1WP4-YG4L-3XVX	08/22/2025	SHELTER SUPPLIES	101-1006-44607	61.86
AMAZON CAPITAL SERVICES I...	1X99-3QY1-WV31	08/22/2025	SIGN & DATE POST-IT (GREEN)	101-1000-44606	35.49
SIERRA COUNTY TREASURER	2024-0002709	08/22/2025	PROPERTY TAXES	101-1000-80805	14,836.27
STANTEC CONSULTING SERVI...	2434186	08/22/2025	630 CHARLES AVE. DEV REVI...	101-1010-48598	5,507.29
UNIFIRST HOLDINGS INC DBA ...	2880278739	08/22/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880281228	08/22/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880283615	08/22/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
CIVICPLUS LLC	337977	08/22/2025	ANNUAL FEE FOR ARCHIVE SO...	101-1001-43770	7,924.77
CIVICPLUS LLC	339536	08/22/2025	FY 25/26 SUPPLEMENTATION/...	101-1001-43740	2,163.00
DOCUMENT SOLUTION INC	383356	08/22/2025	CITY CLERK OFFICE SHARP OV...	101-1001-43465	179.96
DOCUMENT SOLUTION INC	383356	08/22/2025	CITY MANAGER OFFIC SHARP ...	101-1003-43465	232.46
DOCUMENT SOLUTION INC	383356	08/22/2025	FINANCE OFFICE SHARP OVER...	101-1004-43465	595.00
DOCUMENT SOLUTION INC	383356	08/22/2025	POLICE DEPT SHARP OVERAGE...	101-1007-43465	134.07

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOCUMENT SOLUTION INC	383356	08/22/2025	PARKS DEPT SHARP OVERAGE...	101-1009-43465	9.31
DOCUMENT SOLUTION INC	383356	08/22/2025	FACILITY MAINT SHARP OVER...	101-1014-43465	7.68
MARLIN LEASING CORPORATI...	40835493	08/22/2025	CLERKS OFFICE OPEN PO FY25...	101-1001-43465	246.78
MARLIN LEASING CORPORATI...	40835493	08/22/2025	CITY MANAGER OPEN PO FY2...	101-1003-43465	356.58
MARLIN LEASING CORPORATI...	40835493	08/22/2025	FINANCE OFFICE OPEN PO FY...	101-1004-43465	296.14
MARLIN LEASING CORPORATI...	40835493	08/22/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43465	592.28
MARLIN LEASING CORPORATI...	40835493	08/22/2025	PARKS DEPT OPEN PO FY25/26	101-1009-43465	246.78
MARLIN LEASING CORPORATI...	40835493	08/22/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.04
TESTONS FREEWAY CHEVRON	6467	08/22/2025	OPEN PO FUEL PURCHASES FY...	101-1013-43316	122.37
TESTONS FREEWAY CHEVRON	6474	08/22/2025	ANIMAL SHELTER FUEL	101-1006-43316	56.15
TESTONS FREEWAY CHEVRON	6478	08/22/2025	OPEN PO - UNLEADED/DIESEL ...	101-1009-43316	920.54
ANIMAL SHELTER BANK OF A...	AZ26AMA	08/22/2025	NM HUMANE CONFERENCE R...	101-1006-42720	150.00
TDS	8/25/2025	08/27/2025	014-044-1526	101-1018-43780	129.95
TDS	8/25/2025	08/27/2025	014-044-1369	101-1018-43780	149.00
TDS	8/25/2025	08/27/2025	014-044-1537	101-1018-43780	149.00
TDS	8/25/2025	08/27/2025	014-044-1618	101-1018-43780	189.87
TDS	8/25/2025	08/27/2025	014-044-1553	101-1018-43780	221.06
TDS	8/25/2025	08/27/2025	014-044-1373	101-1018-43780	440.14
TDS	8/25/2025	08/27/2025	014-044-1348	101-1018-43780	440.14
TDS	8/25/2025	08/27/2025	014-044-1351	101-1018-43780	440.14
TDS	8/25/2025	08/27/2025	014-044-1372	101-1018-43780	440.14
TDS	8/25/2025	08/27/2025	014-044-1402	101-1018-43780	440.14
TDS	8/25/2025	08/27/2025	014-044-1828	101-1018-43780	1,350.14
TDS	8/25/2025	08/27/2025	014-044-1371	101-1018-43780	440.14
TDS	8/25/2025	08/27/2025	014-044-1352	101-1018-43780	440.14
TDS	8/25/2025	08/27/2025	014-044-1406	101-1018-43780	600.00
TDS	8/25/2025	08/27/2025	014-044-1353	101-1018-43780	440.14
AMAZON CAPITAL SERVICES I...	193W-HW7J-1XCX	08/28/2025	SHIPPING	101-1009-44607	5.04
AMAZON CAPITAL SERVICES I...	193W-HW7J-1XCX	08/28/2025	JANITORIAL AND SAFETY SUPP...	101-1009-44607	552.48
AMAZON CAPITAL SERVICES I...	1ND7-MNGH-XX1V	08/28/2025	JANITORIAL AND SAFETY SUPP...	101-1009-44607	663.26
AMAZON CAPITAL SERVICES I...	1ND7-MNGH-XX1V	08/28/2025	SHIPPING	101-1009-44607	1.95
VILLAGE HARDWARE	3603042/1	08/28/2025	WEED EATER	101-1009-44607	379.99
VILLAGE HARDWARE	51853/1	08/28/2025	HEDGE TRIMMER, CHAINSAW	101-1009-44609	899.98
SILVERSKY INC	530906-SI	08/28/2025	GENERAL FUND OPEN PO FY2...	101-1018-43815	1,821.61
VERIZON WIRELESS	6121088510	08/28/2025	CITY CLERK OPEN PO FY25/26	101-1001-43775	314.96
VERIZON WIRELESS	6121088510	08/28/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	309.72
VERIZON WIRELESS	6121088510	08/28/2025	FINANCE OPEN PO FY25/26	101-1004-43775	386.22
VERIZON WIRELESS	6121088510	08/28/2025	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	124.54
VERIZON WIRELESS	6121088510	08/28/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43775	1,038.60
VERIZON WIRELESS	6121088510	08/28/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	59.26
VERIZON WIRELESS	6121088510	08/28/2025	PARKS DEPT OPEN PO FY25/26	101-1009-43775	146.83
VERIZON WIRELESS	6121088510	08/28/2025	COMMUNITY DEVELOPEMENT...	101-1010-43775	65.00
VERIZON WIRELESS	6121088510	08/28/2025	STREETS DEPT OPEN PO FY25/...	101-1011-43775	160.05
VERIZON WIRELESS	6121088510	08/28/2025	FACILITIES MAINT OPEN PO F...	101-1014-43775	122.36
CITY UTILITIES	8/13/25	08/28/2025	GENERAL FUND LANDFILL	101-1018-43780	43,906.17
NEW MEXICO GAS COMPANY ...	8/25/2025	08/28/2025	100600-0100002	101-1018-43780	1,067.06
T OR C FIRE DEPARTMENT	8/27/2025	08/28/2025	FIRE DEPT ALLOTMENT FY 25/...	101-1005-48599	30,000.00
CITY UTILITIES	8/7/25 8/15/25	08/28/2025	GENERAL FUND CYCLE A & B	101-1018-43780	12,304.66
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	CITY CLERK'S OFFICE	101-1001-41226	160.22
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	CITY MANAGER'S OFFICE	101-1003-41226	181.56
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	FINANCE / ADMIN SERVICES	101-1004-41226	455.71
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	ANIMAL SHELTER	101-1006-41226	164.59
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	POLICE DEPT	101-1007-41226	1,392.46
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	ANIMAL CONTROL	101-1008-41226	82.88
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	PARKS & RECREATION	101-1009-41226	93.02
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	STREET DEPT	101-1011-41226	269.26
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	FACILITY MANAGEMENT	101-1014-41226	217.20

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	LIBRARY	101-1016-41226	216.83
Fund 101 - General Total:					411,351.20

Fund: 201 - Corrections

SIERRA COUNTY TREASURER	08012025	08/08/2025	HOLDING OF PRISONERS FY25...	201-1903-48710	2,090.00
SIERRA VISTA HOSPITAL SIERR...	08/6/2025	08/15/2025	OPEN PO FOR CARE OF ARRES...	201-1903-48598	786.11
Fund 201 - Corrections Total:					2,876.11

Fund: 209 - Fire

PETES EQUIPMENT INC	0035534	08/08/2025	PARTS FOR LITTLE TIMMY (HP...	209-1603-47420	1,029.59
THREE CROSSES MAINTENAN...	1091	08/08/2025	LABOR/REPAIR	209-1603-43999	468.75
THREE CROSSES MAINTENAN...	1091	08/08/2025	TAX	209-1603-43999	94.48
THREE CROSSES MAINTENAN...	1091	08/08/2025	TRAVEL	209-1603-43999	207.36
THREE CROSSES MAINTENAN...	1091	08/08/2025	CALLOUT TRAVEL	209-1603-43999	450.00
XEROX CORP OLD	024012986	08/15/2025	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	251.62
BUDAGHER GENERATOR INC	10007	08/15/2025	9V BATTERY	209-1603-47420	15.58
BUDAGHER GENERATOR INC	10007	08/15/2025	SALES TAXES (8.375%)	209-1603-47420	64.95
BUDAGHER GENERATOR INC	10007	08/15/2025	WATER TANK HILL GENERATO...	209-1603-47420	100.00
BUDAGHER GENERATOR INC	10007	08/15/2025	12V BATTERY	209-1603-47420	210.00
BUDAGHER GENERATOR INC	10007	08/15/2025	WATER TANK HILL GENERATO...	209-1603-47420	450.00
LM BUILDING SERVICES	8/11/2025	08/15/2025	NORTH FIRE STATION A/C	209-1603-47405	1,779.40
MUNICIPAL EMERGENCY SERV...	IN2305402	08/15/2025	ASSEMBLED BRACKET WITH S...	209-1603-43999	390.00
MUNICIPAL EMERGENCY SERV...	IN2305402	08/15/2025	SHIPPING COST	209-1603-43999	215.00
WINDSTREAM CORPORATION	100377628	8/15/25	FIRE DEPT OPEN PO FY25/26	209-1603-43775	129.13
FIRE PROGRAMS SOFTWARE	253424	08/22/2025	ANNUAL ACCESS/SUPPORT/U...	209-1603-43815	2,985.00
LYNNS LANDSCAPE	2619	08/22/2025	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
DOCUMENT SOLUTION INC	383356	08/22/2025	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	3.02
MARLIN LEASING CORPORATI...	40835493	08/22/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43465	246.78
MUNICIPAL EMERGENCY SERV...	IN2309166	08/22/2025	CUSTOM ZEPHYR SAN-HAMM...	209-1603-43999	340.00
MUNICIPAL EMERGENCY SERV...	IN2309166	08/22/2025	CUSTOM ZEPHYR SPAN-HAM...	209-1603-43999	440.00
REEDS TIRE CENTER	16418	08/28/2025	11R22.5 HERCULES TIRES & DI...	209-1603-47420	2,850.00
REEDS TIRE CENTER	16419	08/28/2025	11R22.5 HERCULES TIRES & DI...	209-1603-47420	2,850.00
VERIZON WIRELESS	6121088510	08/28/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43775	144.05
RONALD W HOSKINS JR DBA ...	8/19/2025	08/28/2025	REPAIRS FOR LIL TIMMY	209-1603-47420	812.81
GENERAL FUND	8/27/2025	08/28/2025	STATE FIRE ADMIN DUE TO G...	209-1603-47595	30,000.00
Fund 209 - Fire Total:					47,053.14

Fund: 211 - Law Enforce Prot

THE LINE LLC	08011	08/22/2025	OPEN PO FOR MISCELLANEOU...	211-2003-44573	150.00
THE LINE LLC	08012	08/22/2025	OPEN PO FOR MISCELLANEOU...	211-2003-44573	110.00
SIGNET TRAINING GROUP	20258-01K	08/22/2025	TAX	211-2003-42535	227.41
SIGNET TRAINING GROUP	20258-01K	08/22/2025	LAW ENFORCEMENT EXECUTI...	211-2003-42535	3,500.00
Fund 211 - Law Enforce Prot Total:					3,987.41

Fund: 214 - Lodgers Tax

SUNNY 505	3800	08/01/2025	FY 25/26 CITY ADVERTISING &...	214-2503-30318	10,741.50
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	LODGERS TAX	214-2503-41226	52.34
SUN VALLEY INC	181435/6	08/08/2025	FIELD SUPPLIES	214-2503-44608	115.76
SUN VALLEY INC	181457/6	08/08/2025	FIELD SUPPLIES	214-2503-44608	132.99
SUN VALLEY INC	181480/6	08/08/2025	FIELD SUPPLIES	214-2503-44608	9.48
SUN VALLEY INC	181481/6	08/08/2025	FIELD SUPPLIES	214-2503-44608	19.02
SUN VALLEY INC	181490/6	08/08/2025	FIELD SUPPLIES	214-2503-44608	36.92
SUN VALLEY INC	181514/6	08/08/2025	FIELD SUPPLIES	214-2503-44608	23.06
SUN VALLEY INC	181548/6	08/08/2025	FIELD SUPPLIES	214-2503-44608	34.16
AMAZON CAPITAL SERVICES I...	1WKJ-YDCT-XK3N	08/08/2025	KINGTOP NUMBERED GOLF F...	214-2503-44608	99.99
AMAZON CAPITAL SERVICES I...	1WKJ-YDCT-XK3N	08/08/2025	1.5" BALL VALVES X 50	214-2503-44608	249.90
SIERRA COUNTY SENTINEL	4085.214	08/08/2025	PIO PRINT ADS	214-2540-60725	2,351.74
GERONIMO TRAIL SCENIC BY...	8/4/2025	08/08/2025	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	508.33
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	LODGERS TAX	214-2503-41226	52.34
RUANNA WALDRUM	0001717	08/22/2025	FY 25/26 SCRTAB CONTRACT	214-2560-60725	1,014.64
CITY MANAGER BANK OF AM...	13014	08/22/2025	Credit card fee 4%	214-2503-44608	179.76
CITY MANAGER BANK OF AM...	13014	08/22/2025	Rain Bird 700 sprinklers 1 yr w...	214-2503-44608	5,079.15
AMAZON CAPITAL SERVICES I...	196X-LTTK-VW3X	08/28/2025	ESTIMATED SHIPPING	214-2503-44608	6.99

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I...	196X-LTTK-VW3X	08/28/2025	72 VALVE BOXES	214-2503-44608	331.68
GERONIMO TRAIL SCENIC BY...	2 - 8/15/2025	08/28/2025	FY 25/26 STATEWIDE BROCH...	214-2560-60725	131.21
INTEGRATED ENVIRONMENTA...	479	08/28/2025	RENTAL FEE FOR 523 BROAD...	214-2540-60725	1,923.01
VERIZON WIRELESS	6121088510	08/28/2025	PUBLIC INFORMATION OPEN ...	214-2540-43775	82.67
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	LODGERS TAX	214-2503-41226	52.34
NEUMARK IRRIGATION SOLSB...	S6051964.001	08/28/2025	INTERNAL ASSY 880 360 20 HU...	214-2503-44608	415.35

Fund 214 - Lodgers Tax Total: 23,644.33

Fund: 216 - Muni Street

RJ BORDER INTERNATIONAL	R400034453.01	06/20/2025	DIAGNOSTICS AND OIL SYSTE...	216-4503-47420	1,429.44
RJ BORDER INTERNATIONAL	X400124256.01	06/20/2025	PARKING BRAKE/CABLE/BRAK...	216-4503-47420	1,191.69
SIERRA AUTO PARTS LLC	337826	08/08/2025	GREASE FOR EQUIPMENT	216-4503-47420	117.60
WILSON & COMPANY INC ENG...	135714	08/15/2025	VISION ZERO SAFETY ACTION ...	216-7025-48598	10,913.18
WILSON & COMPANY INC ENG...	136489	08/15/2025	VISION ZERO SAFETY ACTION ...	216-7025-48598	18,544.33
WILSON & COMPANY INC ENG...	137367	08/15/2025	VISION ZERO SAFETY ACTION ...	216-7025-48598	14,676.93
UNIFIRST HOLDINGS INC DBA ...	2880248353	08/15/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880262268	08/15/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880264526	08/15/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880266505	08/15/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880269295	08/15/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880271623	08/15/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	60.62
UNIFIRST HOLDINGS INC DBA ...	2880274123	08/15/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880276491	08/15/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880278746	08/15/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880281247	08/15/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	61.51
B & H OIL COMPANY	8/1/2025 ST	08/15/2025	B&H OIL	216-4503-43316	1,195.20
INTERWEST SAFETY SUPPLY LLC	94999	08/15/2025	SAND BAGS FOR FLOODING	216-4503-43550	5,460.00
CENTURY EQUIPMENT COMP...	AL 11587-1	08/15/2025	2.5 YARD BUCKET	216-4503-80845	16,000.00
MARLIN LEASING CORPORATI...	40831457	08/22/2025	STREET DEPT OPEN PO FY25/...	216-4503-43465	198.07
TESTONS FREEWAY CHEVRON	6477	08/22/2025	TESTON FUEL	216-4503-43316	1,063.32
WILSON & COMPANY INC ENG...	140047	08/28/2025	VISION ZERO SAFETY ACTION ...	216-7025-48598	4,352.77
BORDER RECAPING LLC BMO...	25-0289350-003	08/28/2025	tires	216-4503-47420	580.00
BORDER RECAPING LLC BMO...	25-0289351-003	08/28/2025	tires	216-4503-47420	750.00
UNIFIRST HOLDINGS INC DBA ...	2880283630	08/28/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880286010	08/28/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
SUPERIOR WEED AND PEST C...	5008	08/28/2025	WEED CONTROL	216-4503-43550	4,228.25
LAWSON PRODUCTS INC	9312713288	08/28/2025	ASSORTED NUTS AND BOLTS	216-4503-44607	1,274.47
RED WING SHOES OF LAS CRU...	INV-006147	08/28/2025	SAFETY BOOTS	216-4503-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006147	08/28/2025	SAFETY BOOTS	216-4503-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006154	08/28/2025	SAFETY BOOTS	216-4503-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006172	08/28/2025	SAFETY BOOTS	216-4503-44615	200.00

Fund 216 - Muni Street Total: 83,494.58

Fund: 294 - State Library

DOCUMENT SOLUTION INC	383356	08/22/2025	LIBRARY SHARP OVERAGE OP...	294-5003-32393	36.24
MARLIN LEASING CORPORATI...	40835493	08/22/2025	LIBRARY OPEN PO FY25/26	294-5003-32393	320.82
VERIZON WIRELESS	6121088510	08/28/2025	LIBRARY OPEN PO FY25/26	294-5003-32393	231.02

Fund 294 - State Library Total: 588.08

Fund: 295 - Muni Pool

TARRAE LEVINE	GQ7PK4ECTRJP	07/25/2025	CERTIFIED POOL OPERATOR ...	295-4803-42720	405.70
AMAZON CAPITAL SERVICES I...	1JW9-3JV7-1NHP	08/01/2025	ESTIMATED SHIPPING	295-4803-44607	6.99
AMAZON CAPITAL SERVICES I...	1JW9-3JV7-1NHP	08/01/2025	CHLORINE/ACID SIGNAGE, EYE...	295-4803-44607	117.14
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	POOL	295-4803-41226	39.05
AMAZON CAPITAL SERVICES I...	1TWJ-K9KR-6GL7	08/08/2025	ESTIMATED SHIPPING	295-4803-44607	6.99
AMAZON CAPITAL SERVICES I...	1TWJ-K9KR-6GL7	08/08/2025	JANITORIAL SUPPLIES	295-4803-44607	424.53
JR AQUATIC SERVICES LLC	525	08/15/2025	ACID PURIFIER, STENNER PU...	295-4803-44607	905.00
MATHEW HILL OR KEASHA HILL	7/16/2025	08/15/2025	POOL DEPOSIT REFUND 7/15/...	295-4803-34355	50.00
AISHA JOHNSON	8/2/2025	08/15/2025	POOL PARTY REFUND 8/2/2025	295-4803-34355	50.00
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	POOL	295-4803-41226	39.05
MARLIN LEASING CORPORATI...	40835493	08/22/2025	POOL OPEN PO FY25/26	295-4803-43465	49.36
HARTFORD PLUMBING LLC	8209	08/22/2025	TEMPORARY POOL LEAK REPA...	295-4803-43403	360.00

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HARTFORD PLUMBING LLC	8209	08/22/2025	SALES TAX	295-4803-43403	29.93
JR AQUATIC SERVICES LLC	529	08/28/2025	DPD 1	295-4803-44607	65.00
JR AQUATIC SERVICES LLC	529	08/28/2025	50# CAL HYP TABLETS	295-4803-44607	2,600.00
JR AQUATIC SERVICES LLC	529	08/28/2025	15GAL ACID PUR(BUFFERED/...	295-4803-44607	1,320.00
JR AQUATIC SERVICES LLC	529	08/28/2025	15GAL SODIUM HYPOCHLORI...	295-4803-44607	960.00
JR AQUATIC SERVICES LLC	529	08/28/2025	DELIVERY	295-4803-44607	250.00
JR AQUATIC SERVICES LLC	529	08/28/2025	100# CYANURIC ACID	295-4803-44607	210.00
JR AQUATIC SERVICES LLC	529	08/28/2025	PHENOL RED TABLETS (250C...	295-4803-44607	115.00
VERIZON WIRELESS	6121088510	08/28/2025	POOL OPEN PO FY25/26	295-4803-43775	68.32
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	POOL	295-4803-41226	39.05
Fund 295 - Muni Pool Total:					8,111.11
Fund: 296 - PD GRT					
ADSLCNM INC DBA AMERICAN...	0535313	08/08/2025	BI-MONTHLY DOCUMENT DES...	296-2403-48598	125.26
SIGNET TRAINING GROUP	2025-04B	08/08/2025	TAX	296-2403-44616	35.18
SIGNET TRAINING GROUP	2025-04B	08/08/2025	CONSTITUTIONAL POLICING IN...	296-2403-44616	420.00
GT DISTRIBUTORS INC	INV3018137 2	08/15/2025	TARIFF	296-2403-44616	2,050.49
MOBILE CRIME SCENE ACAD...	025-6032	08/22/2025	ADVANCED CRIME SCENE INV...	296-2403-48598	3,000.00
Fund 296 - PD GRT Total:					5,630.93
Fund: 299 - SPECIAL REVENUE FUNDS					
ARENAS VALLEY ANIMAL CLIN...	102906	08/08/2025	BEST FRIENDS MEDICAL FUND	299-7051-48710	1,065.49
ARENAS VALLEY ANIMAL CLIN...	103176	08/08/2025	BEST FRIENDS MEDICAL FUND	299-7051-48710	409.89
Fund 299 - SPECIAL REVENUE FUNDS Total:					1,475.38
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724 8/15/25	08/22/2025	VETERANS WALL OPEN PO FY...	303-4703-43775	246.76
Fund 303 - Vet Wall Total:					246.76
Fund: 304 - Senior Grants					
DESERT GRAPHICS INC	7120	08/15/2025	DECALS FOR SJOA 2024 DODG...	304-7046-80810	525.00
Fund 304 - Senior Grants Total:					525.00
Fund: 314 - CDBG					
WILSON & COMPANY INC ENG...	139196	08/01/2025	T OR C COMPREHENSIVE PLAN...	314-7030-48598	2,179.41
WILSON & COMPANY INC ENG...	135685	08/28/2025	CDBG WATER METER REPLAC...	314-8603-48598	603.78
Fund 314 - CDBG Total:					2,783.19
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG...	139148	08/01/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	148,450.82
WILSON & COMPANY INC ENG...	137360	08/15/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	98,705.13
WILSON & COMPANY INC ENG...	138208	08/15/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	55,917.62
PLUMA LLC	25-1757.1	08/15/2025	GROSS RECEIPTS TAX	315-8010-45600	3,656.95
PLUMA LLC	25-1757.1	08/15/2025	SHADE STRUCTURE OVER PLA...	315-8010-80860	43,665.05
Fund 315 - CI Reserve Total:					350,395.57
Fund: 340 - ROAD/STREET PROJECTS					
WILSON & COMPANY INC ENG...	138920	08/01/2025	PERSHING ST/2ND ST RECONS...	340-7032-43550	13,864.31
WILSON & COMPANY INC ENG...	138920	08/01/2025	MATCH	340-7032-45600	6,998.73
WILSON & COMPANY INC ENG...	139964	08/22/2025	MATCH	340-7032-45600	19,343.44
Fund 340 - ROAD/STREET PROJECTS Total:					40,206.48
Fund: 380 - OTHER STATE FUNDED PROJECTS					
GT DISTRIBUTORS INC	INV3018137 2	08/15/2025	Reality Based Training Equipm...	380-7038-80810	8,201.97
GT DISTRIBUTORS INC	INV3018137 2	08/15/2025	SHIPPING	380-7038-80810	75.00
WILSON & COMPANY INC ENG...	137362	08/28/2025	WA SYSTEM IMPROVEMENTS ...	380-7034-80860	33,190.83
WILSON & COMPANY INC ENG...	138213	08/28/2025	WA SYSTEM IMPROVEMENTS ...	380-7034-80860	13,276.34
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					54,744.14
Fund: 403 - Pledge State DEBT SERVICE					
NEW MEXICO FINANCE AUTH...	8/7/2025	08/08/2025	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	8/7/2025	08/08/2025	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	5,823.92
NEW MEXICO FINANCE AUTH...	8/7/2025	08/08/2025	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,438.95
NEW MEXICO FINANCE AUTH...	8/7/2025	08/08/2025	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,572.83
NEW MEXICO FINANCE AUTH...	8/7/2025	08/08/2025	NMFA DW-4794 MONTHLY D...	403-1203-90925	125.00
NEW MEXICO FINANCE AUTH...	8/7/2025	08/08/2025	NMFA PPRF-6467 GO BOND 2...	403-2024-12924	222,127.10

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO FINANCE AUTH...	8/7/2025	08/08/2025	NMFA PPRF-6072 GO BOND 2...	403-2303-12923	40,693.05
BANK OF THE SOUTHWEST	8/12/2025	08/12/2025	INTEREST PAYMENTS WISPI 2...	403-1203-90910	45.89
BANK OF THE SOUTHWEST	8/17/2025	08/28/2025	INT PYMNTS WTR SYSTEM IM...	403-1203-90910	5,388.31
Fund 403 - Pledge State DEBT SERVICE Total:					292,905.63
Fund: 501 - Cemetary					
ALL FUNERAL SERVICES	UDU5RAYA-0002	08/08/2025	INVENTORY MANAGEMENT ...	501-1803-48599	10,000.00
Fund 501 - Cemetary Total:					10,000.00
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	UTILITY OFFICE	502-3601-41226	180.94
XEROX CORP OLD	024012985	08/15/2025	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	464.19
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	UTILITY OFFICE	502-3601-41226	200.66
DOCUMENT SOLUTION INC	383356	08/22/2025	UTILITY OFFICE SHARP OVERA...	502-3601-43465	22.78
MARLIN LEASING CORPORATI...	40835493	08/22/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43465	394.86
PITNEY BOWES INC	1027770828	08/28/2025	UB OPEN PO 25/26 PITNEY B...	502-3601-43770	663.95
PITNEY BOWES INC	3321181812	08/28/2025	UB OPEN PO 25/26 PITNEY B...	502-3601-43770	3,514.41
VERIZON WIRELESS	6121088510	08/28/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43775	327.29
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	UTILITY OFFICE	502-3601-41226	200.66
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					5,969.74
Fund: 503 - Electric					
GRAINGER INC	9563431718	08/01/2025	BUILDING WIRE 12AWG,5	503-3702-44607	135.59
GRAINGER INC	9563431718	08/01/2025	BUILDING WIRE, RED 10AWG,...	503-3702-44607	167.98
GRAINGER INC	9563431718	08/01/2025	BUILDING WIRE, WHITE 12A...	503-3702-44607	110.57
GRAINGER INC	9563431718	08/01/2025	BUILDING WIRE BROWN- 12...	503-3702-44607	114.28
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202506-01	08/01/2025	POWER SERVICES- OPEN PO FY...	503-3702-50795	11,807.70
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	ELECTRIC DEPT	503-3702-41226	464.10
JESSICA MULLER DBA FREED...	2231-4917766	08/08/2025	TINT, UNIT 6307	503-3702-47420	200.00
SIERRA AUTO PARTS LLC	337709	08/08/2025	ASSORTED TAPE	503-3702-44607	11.30
SIERRA AUTO PARTS LLC	337709	08/08/2025	1/2 FLAT WASHER	503-3702-44607	23.00
SIERRA AUTO PARTS LLC	337709	08/08/2025	1/2-13X2 GRADE 8 BOLT	503-3702-44607	38.40
SIERRA AUTO PARTS LLC	337709	08/08/2025	1/2-13 LOCKNUT	503-3702-44607	25.50
WESTERN UNITED ELECTRIC	6147395	08/08/2025	SHIPPING	503-3702-44607	13.87
WESTERN UNITED ELECTRIC	6147395	08/08/2025	TWINE PULLING POLY LINE GR...	503-3702-44607	145.37
WESTERN UNITED ELECTRIC	6148333	08/08/2025	SHIPPING	503-3702-44607	19.10
WESTERN UNITED ELECTRIC	6148333	08/08/2025	HARD BODY TOOL BUCKET W...	503-3702-44607	140.37
WESTERN UNITED ELECTRIC	6148681	08/08/2025	STRAP CONDUIT 4 KIT HARD...	503-3702-44607	185.13
WESTERN UNITED ELECTRIC	6148682	08/08/2025	70W HPS LAMP	503-3702-44607	306.24
WESTERN UNITED ELECTRIC	6148682	08/08/2025	5/8 GUY ATTACHMENT BOLT	503-3702-44607	281.00
WESTERN UNITED ELECTRIC	6148682	08/08/2025	4 SOLID BARE COPPER	503-3702-44607	1,248.00
WESTERN UNITED ELECTRIC	6148682	08/08/2025	PHOTOCELL105/305V	503-3702-44607	917.00
WESTERN UNITED ELECTRIC	6148682	08/08/2025	IMC CONDUIT 4" 10'	503-3702-44607	746.10
WESTERN UNITED ELECTRIC	6148682	08/08/2025	OVALEYE NUT 5/8 BOLT	503-3702-44607	496.00
WESTERN UNITED ELECTRIC	6148682	08/08/2025	SQUARE WASHER 2-1/4X3/16	503-3702-44607	392.00
WESTERN UNITED ELECTRIC	6148682	08/08/2025	MACHINE BOLT 5/8X14	503-3702-44607	375.30
WESTERN UNITED ELECTRIC	6148682	08/08/2025	MACHINE BOLT 5/8X12	503-3702-44607	336.00
WESTERN UNITED ELECTRIC	6149258	08/08/2025	10KV ARRESTER	503-3702-44607	1,029.12
WESTERN UNITED ELECTRIC	6149259	08/08/2025	STRAP CONDUIT 4 KIT HARD...	503-3702-44607	16.83
TRIPLE H SOLAR LLC	0405	08/15/2025	ENGINEERING SERVICES- OPEN...	503-3702-48598	2,400.00
TRI STATE GENERATION & TR...	1049017	08/15/2025	POWER SERVICE- OPEN PO FY...	503-3702-50795	36,916.50
TRANSMISSION & DISTRIBUTI...	17403	08/15/2025	EL DISTRIBUTION SYSTEM ST...	503-3702-48598	38,942.53
SIERRA ELECTRIC CO-OP INC	716800 8/7/2025	08/15/2025	POWER SERVICES-OPEN PO FY...	503-3702-50795	323,777.99
ALTEC INDUSTRIES INC	8498778	08/15/2025	2025 F-550- ELECTRIC	503-3702-80810	221,652.00
LANDIS+GYR TECHNOLOGY INC	90415612	08/15/2025	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,860.00
WESTERN AREA POWER ADM...	JJPB1798A0725	08/15/2025	BASE DEMAND & BASE ENER...	503-3702-50795	49,107.11
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202507-01	08/15/2025	POWER SERVICES- OPEN PO FY...	503-3702-50795	18,720.93
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	ELECTRIC DEPT	503-3702-41226	487.30
ALTEC INDUSTRIES INC	13101567	08/22/2025	REPLACE RATCHET STRAP 096...	503-3702-47420	108.95
ELECTRIC BANK OF AMERICA	30855329331387716709	08/22/2025	WATER	503-3702-44607	59.04
DOCUMENT SOLUTION INC	383356	08/22/2025	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	12.66
MARLIN LEASING CORPORATI...	40835493	08/22/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43465	123.40

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALTEC INDUSTRIES INC	51765694	08/22/2025	VEHICLE MAINTENANCE, G-91...	503-3702-47420	4,026.55
ALTEC INDUSTRIES INC	51767817	08/22/2025	REPLACE DAMAGED SINGLE H...	503-3702-47420	7,985.06
VERIZON WIRELESS	6120117208	08/22/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	54.37
WESTERN UNITED ELECTRIC	6149585	08/22/2025	CANISTER KIT AL STANDARD F...	503-3702-44607	243.67
WESTERN UNITED ELECTRIC	6149585	08/22/2025	SHIPPING	503-3702-44607	16.80
WESTERN UNITED ELECTRIC	6149793	08/22/2025	2/O ACSR	503-3702-44607	8,124.48
WESTERN UNITED ELECTRIC	6149793	08/22/2025	SHIPPING	503-3702-44607	1,381.22
WESTERN UNITED ELECTRIC	6149990	08/22/2025	TIE WRAPLOCK 4/O F-NECK	503-3702-44607	1,195.00
WESTERN UNITED ELECTRIC	6149990	08/22/2025	SHIPPING	503-3702-44607	33.29
WESTERN UNITED ELECTRIC	6150485	08/22/2025	GUY STRAIN 21K	503-3702-44607	1,617.20
WESTERN UNITED ELECTRIC	6150491	08/22/2025	CLEVIS 0327	503-3702-44607	489.30
WESTERN UNITED ELECTRIC	6150491	08/22/2025	UAB-080-750 BUST ANCHOR	503-3702-44607	292.32
WESTERN UNITED ELECTRIC	6150491	08/22/2025	SPOOL 8442-70 BROWN	503-3702-44607	99.90
WESTERN UNITED ELECTRIC	6150491	08/22/2025	TB250009603X2 CROSSARM T...	503-3702-44607	2,271.40
WESTERN UNITED ELECTRIC	6150491	08/22/2025	DA3000096E3B7X3 DEAD END...	503-3702-44607	4,475.00
WESTERN UNITED ELECTRIC	6150491	08/22/2025	682312 CURVED WASHER	503-3702-44607	233.00
WESTERN UNITED ELECTRIC	6150492	08/22/2025	CANTILEVER BRACKET	503-3702-44607	1,614.30
WESTERN UNITED ELECTRIC	6150493	08/22/2025	TIE WRAPLOCK 4/O F-NECK	503-3702-44607	896.25
WESTERN UNITED ELECTRIC	6150494	08/22/2025	CUTOUT 15KV	503-3702-44607	2,071.08
WESTERN UNITED ELECTRIC	6150495	08/22/2025	STANDOFF BRACKET	503-3702-44607	690.12
WESTERN UNITED ELECTRIC	6150496	08/22/2025	FC150HD POLE TRANSPORT B...	503-3702-44607	241.01
WESTERN UNITED ELECTRIC	6150496	08/22/2025	SKFV1824 SAFETY FLAG	503-3702-44607	14.28
WESTERN UNITED ELECTRIC	6150497	08/22/2025	COVER BUSHING 21116-ES	503-3702-44607	499.62
WESTERN UNITED ELECTRIC	6150498	08/22/2025	15KV TERM #2-2/O	503-3702-44607	422.64
WESTERN UNITED ELECTRIC	6150499	08/22/2025	TIE WRAPLOCK 4/O F-NECK	503-3702-44607	298.75
TESTONS FREEWAY CHEVRON	6479	08/22/2025	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,675.36
TRANSMISSION & DISTRIBUTI...	17066	08/28/2025	EL DISTRIBUTION SYSTEM ST...	503-3702-48598	27,393.45
SILVERSKY INC	530906-SI	08/28/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43815	140.12
VERIZON WIRELESS	6121088510	08/28/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	234.79
WESTERN UNITED ELECTRIC	6150932	08/28/2025	FREIGHT	503-3702-44607	813.00
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	ELECTRIC DEPT	503-3702-41226	487.30
Fund 503 - Electric Total:					783,944.89

Fund: 504 - Water

NEW MEXICO ONE CALL INC	153013937	08/01/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	9.83
NEW MEXICO ONE CALL INC	153014135	08/01/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	8.93
NEW MEXICO ONE CALL INC	305	08/01/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	170.14
NORTHERN TOOL & EQUIPME...	EA4759A6	08/01/2025	POWER TOOLS FOR W/WW	504-3803-44607	181.55
NM STATE ENGINEER OFFICE	HS 00011	08/01/2025	HS-00011 WATER RIGHTS EXT...	504-3803-43770	100.00
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	WATER DEPT	504-3803-41226	313.01
SUN VALLEY INC	181258/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	504-3803-44607	34.18
SUN VALLEY INC	181294/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	504-3803-44607	4.41
SUN VALLEY INC	181309/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	504-3803-44607	4.17
SUN VALLEY INC	181311/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	504-3803-44607	4.27
SUN VALLEY INC	181322/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	504-3803-44607	11.39
SUN VALLEY INC	181361/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	504-3803-44607	21.70
SUN VALLEY INC	181452/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	504-3803-44607	43.21
SUN VALLEY INC	181483/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	504-3803-44607	23.72
AMAZON CAPITAL SERVICES I...	1CWD-FXXG-3FN6	08/08/2025	FIELD SUPPLIES AND POWER ...	504-3803-44607	619.49
AMAZON CAPITAL SERVICES I...	1QLF-QKVX-1TCY	08/08/2025	OFFICE SUPPLIES WITH ESTIM...	504-3803-44606	403.59
NEWGEN STRATEGIES AND SO...	21714	08/08/2025	GRT	504-3803-48598	25.96
PVS DX INC	747001376-25	08/08/2025	OPEN PO FOR CHLORINE FY 25...	504-3803-44605	1,492.17
TAXATION AND REVENUE	8/7/2025	08/08/2025	WATER CONSERVATION FEE FY...	504-3803-43797	2,381.60
QUILL CORPORATION	45039390	08/15/2025	BUSINESS CARDS - JAMIE	504-3803-44606	11.59
B & H OIL COMPANY	8/1/2025 WA	08/15/2025	OPEN PO FY 25-26 FOR FUEL	504-3803-43316	136.35
PVS DX INC	DE74000434-25	08/15/2025	OPEN PO FOR CHLORINE FY 25...	504-3803-44605	100.00
BAKER UTILITY SUPPLY CORP	INV335219	08/15/2025	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	513.59
BAKER UTILITY SUPPLY CORP	INV335728	08/15/2025	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	2,824.55
BAKER UTILITY SUPPLY CORP	INV335729	08/15/2025	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	4,245.00
UNIFIRST FIRST AID CORP	L975500	08/15/2025	GLOVES AND FIRST AID KITS ...	504-3803-44615	337.50
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	WATER DEPT	504-3803-41226	313.01

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FERGUSON ENTERPRISES LLC	SC171360	08/15/2025	OPEN PO FOR WATER SUPPLIES	504-3803-44607	91.15
RJ BORDER INTERNATIONAL	X400127651.01	08/15/2025	DEF FOR WATER AND WASTE...	504-3803-44607	527.52
WEX BANK	106376570 WA	08/22/2025	WATER - OPEN PO 25/26 FUEL	504-3803-43316	961.57
FERGUSON ENTERPRISES LLC	1589346	08/22/2025	OPEN PO FOR WATER SUPPLIES	504-3803-44607	145.41
MARLIN LEASING CORPORATI...	40835493	08/22/2025	WATER DEPT OPEN PO FY25/...	504-3803-43465	49.36
TESTONS FREEWAY CHEVRON	6475	08/22/2025	OPEN PO FOR FUEL JULY 2025	504-3803-43316	429.03
BULLOCKS INC	8/1/2025	08/22/2025	OPEN PO FOR JULY 2025	504-3803-44607	33.44
JAMES COOKE & HOBSON INC	236784	08/28/2025	FIELD SERVICE TECHNICIAN	504-3803-48598	640.13
SILVERSKY INC	530906-SI	08/28/2025	WATER DEPT OPEN PO FY25/...	504-3803-43815	140.12
VERIZON WIRELESS	6121088510	08/28/2025	WATER DEPT OPEN PO FY25/...	504-3803-43775	282.73
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	WATER DEPT	504-3803-41226	318.29
Fund 504 - Water Total:					17,953.66

Fund: 505 - Solid Waste

AUTOZONE STORES LLC	02529366874	08/01/2025	SP-DEF SHOP PRO DEF	505-3904-44607	215.76
CITY OF LAS CRUCES	111052	08/01/2025	SCSWA WASTE DISPOSAL	505-3904-45601	58,124.85
REEDS TIRE CENTER	16300	08/01/2025	REPLACE FORKLIFT TIRES	505-3904-47420	400.00
AMAZON CAPITAL SERVICES I...	1WLF-6R1R-3JLC	08/01/2025	REPLACES FIELD SUPPLIES,SHI...	505-3904-44607	464.23
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	SOLID WASTE DEPT	505-3904-41226	536.11
SUN VALLEY INC	181543/6	08/08/2025	342383 - 38X1/2 A PULLEY V-...	505-3904-44607	15.98
SUN VALLEY INC	181543/6	08/08/2025	DISCOUNT	505-3904-44607	-0.80
RUSTYS WEIGH SCALES & SERV...	250728-4020	08/08/2025	WEIGH SCALE ASSESS/REPLAC...	505-3904-47420	1,976.74
SIERRA AUTO PARTS LLC	338031	08/08/2025	FN Y 30705 /ROD 3/32 7018 5...	505-3904-44607	32.22
SIERRA AUTO PARTS LLC	338031	08/08/2025	FN Y 42287 / .035 10WIRE MILD	505-3904-44607	63.62
SIERRA AUTO PARTS LLC	338031	08/08/2025	XAI 122MIX/ 75%25%MIX	505-3904-44607	89.00
SIERRA AUTO PARTS LLC	338390	08/08/2025	BGS PWG1-R/ BEARING	505-3904-44607	199.96
CNA SURETY	62153207	08/08/2025	RENEWAL BOND # 62153207 ...	505-3904-43770	100.00
RJ BORDER INTERNATIONAL	X400127068	08/08/2025	POWER NET DISTRIBUTION B...	505-3904-47420	1,260.81
XEROX CORP OLD	024012976	08/15/2025	SOLID WASTE DEPT XEROX E...	505-3904-43465	30.18
PARKHILL SMITH & COOPER	04546825.00-2	08/15/2025	ENVIRONMENTAL LANDFILL ...	505-3904-48599	2,492.63
AMAZON CAPITAL SERVICES I...	13NN-1MGG-WN1X	08/15/2025	6 DICKIES MENS JEANS	505-3904-42620	201.60
AMAZON CAPITAL SERVICES I...	13NN-1MGG-WN1X	08/15/2025	NO TRESSPASSING SIGN, 12x1...	505-3904-44615	26.18
AMAZON CAPITAL SERVICES I...	13NN-1MGG-WN1X	08/15/2025	ATERET 12 PK 3XLHI VIS HD G...	505-3904-44615	49.88
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	SOLID WASTE DEPT	505-3904-41226	541.82
WEX BANK	106376570 TR	08/22/2025	WEX- DIESEL & GASOLINE	505-3904-43316	4,171.04
AMAZON CAPITAL SERVICES I...	14L3-RL79-4LXL	08/22/2025	LONDON LABS HD 6MIL BLK N...	505-3904-44615	76.44
DOCUMENT SOLUTION INC	383356	08/22/2025	SANITATION DEPTSHARP OVE...	505-3904-43465	98.31
MARLIN LEASING CORPORATI...	40835493	08/22/2025	SOLID WASTE OPEN PO FY25/...	505-3904-43465	123.40
CACTUS RANCH NM STORE LLC	1019	08/28/2025	RICHARDSON TRUCKER CAPS	505-3904-44615	384.00
AMAZON CAPITAL SERVICES I...	1DJ3-Y461-TRCM	08/28/2025	DEWALT DIE GRINDER	505-3904-44607	249.00
AMAZON CAPITAL SERVICES I...	1DJ3-Y461-TRCM	08/28/2025	YESWELDER WELDING CART ...	505-3904-44607	103.99
AMAZON CAPITAL SERVICES I...	1DJ3-Y461-TRCM	08/28/2025	HIDOTOL CARBIDE BURR SET ...	505-3904-44607	46.89
AMAZON CAPITAL SERVICES I...	1DJ3-Y461-TRCM	08/28/2025	WELD PAK MIG 180 HD WELD...	505-3904-44607	821.99
SILVERSKY INC	530906-SI	08/28/2025	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	140.13
VERIZON WIRELESS	6121088510	08/28/2025	SANITATION OPEN PO FY25/26	505-3904-43775	200.26
NM DEPT OF AGRICULTURE	LIC 593 8/4/2025	08/28/2025	WEIGHMASTER LICENSE REN...	505-3904-43770	400.00
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	SOLID WASTE DEPT	505-3904-41226	541.82
Fund 505 - Solid Waste Total:					74,178.04

Fund: 506 - WWTP

AQUIONICS INC	0063229-IN	08/01/2025	UV DISINFECTION	506-4005-44607	10,126.35
NEW MEXICO ONE CALL INC	153013937	08/01/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	9.82
NEW MEXICO ONE CALL INC	153014135	08/01/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	8.93
NEW MEXICO ONE CALL INC	305	08/01/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	170.14
NORTHERN TOOL & EQUIPME...	EA4759A6	08/01/2025	POWER TOOLS FOR W/WW	506-4005-44607	181.55
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	WASTE WATER DEPT	506-4005-41226	122.66
SUN VALLEY INC	181258/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	506-4005-44607	34.18
SUN VALLEY INC	181294/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	506-4005-44607	4.42
SUN VALLEY INC	181309/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	506-4005-44607	4.18
SUN VALLEY INC	181311/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	506-4005-44607	4.27
SUN VALLEY INC	181322/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	506-4005-44607	11.40
SUN VALLEY INC	181361/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	506-4005-44607	21.70

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY INC	181452/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	506-4005-44607	43.21
SUN VALLEY INC	181483/6	08/08/2025	OPEN PO FOR EMERGENCY FI...	506-4005-44607	23.72
AMAZON CAPITAL SERVICES I...	1CWD-FXXG-3FN6	08/08/2025	FIELD SUPPLIES AND POWER ...	506-4005-44605	619.48
AMAZON CAPITAL SERVICES I...	1QLF-QKVX-1TCY	08/08/2025	OFFICE SUPPLIES WITH ESTIM...	506-4005-44606	403.58
NEWGEN STRATEGIES AND SO...	21714	08/08/2025	WAWW COMPREHENSIVE SE...	506-4005-48598	532.50
VILLAGE OF WILLIAMSBURG	8/7/2025	08/08/2025	SEWER RECEIPTS FY 2025 - 20...	506-4005-48798	3,706.58
USA BLUEBOOK	INV00774376	08/08/2025	LAB SUPPLIES FOR WASTEW...	506-4005-44605	352.75
XEROX CORP OLD	024012979	08/15/2025	WASTEWATER DEPT XEROX E...	506-4005-43465	158.20
CHERRILLS WESTERN APPAREL	047167	08/15/2025	JEANS FOR PATRICK LOVEALL	506-4005-42620	300.00
CHERRILLS WESTERN APPAREL	047167	08/15/2025	JEANS FOR LEEROY LOVEALL	506-4005-42620	240.00
CHERRILLS WESTERN APPAREL	047167	08/15/2025	BOOTS FOR LEEROY LOVEALL	506-4005-44615	179.00
CHERRILLS WESTERN APPAREL	047167	08/15/2025	BOOTS FOR PATRICK LOVEALL	506-4005-44615	200.00
COVE ENVIRONMENTAL LLC	111-2-25	08/15/2025	QUARTERLY TESTING WASTE...	506-4005-44605	2,150.00
IDEXX DISTRIBUTION INC	31080541546	08/15/2025	ECOLI TESTING SUPPLIES	506-4005-44605	656.87
B & H OIL COMPANY	8/1/2025 WW	08/15/2025	OPEN PO FY 25-26 FOR FUEL ...	506-4005-43316	131.70
EUROFINS ENVIRONMENTAL ...	8850022280	08/15/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850022281	08/15/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850022462	08/15/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850022621	08/15/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850022951	08/15/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850022978	08/15/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850023292	08/15/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850023382	08/15/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850023633	08/15/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
UNIFIRST FIRST AID CORP	L975500	08/15/2025	GLOVES AND FIRST AID KITS ...	506-4005-44615	337.50
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	WASTE WATER DEPT	506-4005-41226	118.84
RJ BORDER INTERNATIONAL	X400127651.01	08/15/2025	DEF FOR WATER AND WASTE...	506-4005-44607	527.52
WEX BANK	106376570 WW	08/22/2025	WW FUEL OPEN PO FY25/26	506-4005-43316	120.10
DOCUMENT SOLUTION INC	383356	08/22/2025	WASTE WATER DEPT SHARP ...	506-4005-43465	109.50
MARLIN LEASING CORPORATI...	40835493	08/22/2025	WASTE WATER OPEN PO FY25...	506-4005-43465	246.78
TESTONS FREEWAY CHEVRON	6476	08/22/2025	WW FUEL OPEN PO 25/26	506-4005-43316	242.08
BULLOCKS INC	8/1/2025	08/22/2025	OPEN PO FOR JULY 2025	506-4005-44607	33.44
SILVERSKY INC	530906-SI	08/28/2025	WASTE WATER DEPT OPEN PO...	506-4005-43815	140.12
VERIZON WIRELESS	6121088510	08/28/2025	WASTE WATER DEPT OPEN PO...	506-4005-43775	427.55
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	WASTE WATER DEPT	506-4005-41226	143.50

Fund 506 - WWTP Total: 25,793.03

Fund: 508 - Golf Course

NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	GOLF COURSE	508-4303-41226	95.85
UNITED AG & TURF	11235590	08/15/2025	2020 JOHN DEER HPX615E	508-4303-80845	7,300.00
UNITED AG & TURF	11235590	08/15/2025	2020 JOHN DEER HPX615E	508-4303-80845	7,300.00
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	GOLF COURSE	508-4303-41226	95.96
DOCUMENT SOLUTION INC	383356	08/22/2025	GOLF COURSE SHARP OVERA...	508-4303-43465	2.04
MARLIN LEASING CORPORATI...	40835493	08/22/2025	GOLF COURSE OPEN PO FY25/...	508-4303-43465	246.78
CITY MANAGER BANK OF AM...	8/19/2025	08/22/2025	ALCOHOLIC BEVERAGE CONT...	508-4303-43770	1,500.00
CITY MANAGER BANK OF AM...	8/19/2025	08/22/2025	OPEN PO FOR NM LIQUOR LIC...	508-4303-43770	236.00
CITY MANAGER BANK OF AM...	8/19/2025	08/22/2025	ABCD: G SERVICE FEE	508-4303-43770	37.50
MASEK ROCKY MOUNTAIN GO...	02-105151	08/28/2025	GOLF CART LEASE FY 24-25 M...	508-4303-43465	979.28
VERIZON WIRELESS	6121088510	08/28/2025	GOLF COURSE OPEN PO FY25/...	508-4303-43775	83.67
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	GOLF COURSE	508-4303-41226	52.96

Fund 508 - Golf Course Total: 17,930.04

Fund: 509 - Muni Airport

TECH 45 AIRPORT MANAGEM...	001126	08/08/2025	MONTHLY MANAGEMENT AG...	509-4403-48598	18,935.86
TECH 45 AIRPORT MANAGEM...	001127	08/08/2025	MONTHLY MANAGEMENT AG...	509-4403-48598	7,000.00
XEROX CORP OLD	024012987	08/15/2025	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
WINDSTREAM CORPORATION	101112924 8/15/25	08/22/2025	AIRPORT OPEN PO FY25/26	509-4403-43775	449.47
MARLIN LEASING CORPORATI...	40835493	08/22/2025	AIRPORT OPEN PO FY25/26	509-4403-43465	49.36
VERIZON WIRELESS	6121088510	08/28/2025	AIRPORT OPEN PO FY25/26	509-4403-43775	108.99

Fund 509 - Muni Airport Total: 26,575.26

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 600 - Internal Serv					
NM RETIREE HEALTH CARE	PPE 2025-07-25	08/01/2025	FLEET SERVICE CENTER	600-7003-41226	193.99
REEDS TIRE CENTER	16288	08/08/2025	OPEN PO FOR TIRES	600-7003-44626	992.00
REEDS TIRE CENTER	16327	08/08/2025	OPEN PO FOR TIRES	600-7003-44626	640.00
IWORQ SYSTEMS	212545	08/08/2025	IWORQ SUB	600-7003-43815	5,000.00
OREILLY AUTO PARTS INC	2162-190411	08/08/2025	OPEN PO FOR JULY- SEPT	600-7003-44607	19.38
OREILLY AUTO PARTS INC	2162-191054	08/08/2025	OPEN PO FOR JULY- SEPT	600-7003-44607	7.64
JESSICA MULLER DBA FREED...	2231-4917477	08/08/2025	OPEN PO FOR FREEDOM AUTO..	600-7003-47420	150.00
JESSICA MULLER DBA FREED...	2231-4944306	08/08/2025	OPEN PO FOR FREEDOM AUTO..	600-7003-47420	60.00
BORDER RECAPPING LLC BMO..	25-0287867-003	08/08/2025	OPEN PO FOR BORDER TIRE	600-7003-44626	934.00
SIERRA AUTO PARTS LLC	337779	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	507.14
SIERRA AUTO PARTS LLC	337792	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	5.99
SIERRA AUTO PARTS LLC	337812	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	10.56
SIERRA AUTO PARTS LLC	337818	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	188.31
SIERRA AUTO PARTS LLC	337819	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	67.08
SIERRA AUTO PARTS LLC	337859	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	21.96
SIERRA AUTO PARTS LLC	337881	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	188.31
SIERRA AUTO PARTS LLC	337896	08/08/2025	SHOP SUPPLIES	600-7003-44607	18.82
SIERRA AUTO PARTS LLC	337907	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	122.02
SIERRA AUTO PARTS LLC	338008	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	31.74
SIERRA AUTO PARTS LLC	338030	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	15.96
SIERRA AUTO PARTS LLC	338075	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	115.72
SIERRA AUTO PARTS LLC	338126	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	393.64
SIERRA AUTO PARTS LLC	338135	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	233.51
SIERRA AUTO PARTS LLC	338146	08/08/2025	SHOP SUPPLIES	600-7003-44607	15.34
SIERRA AUTO PARTS LLC	338148	08/08/2025	SHOP SUPPLIES	600-7003-44607	19.96
SIERRA AUTO PARTS LLC	338149	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	164.95
SIERRA AUTO PARTS LLC	338150	08/08/2025	SHOP SUPPLIES	600-7003-44607	19.68
SIERRA AUTO PARTS LLC	338151	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	190.39
SIERRA AUTO PARTS LLC	338152	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	98.38
SIERRA AUTO PARTS LLC	338153	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	18.59
SIERRA AUTO PARTS LLC	338193	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	20.93
SIERRA AUTO PARTS LLC	338269	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	97.54
SIERRA AUTO PARTS LLC	338342	08/08/2025	SHOP SUPPLIES	600-7003-44607	39.99
SIERRA AUTO PARTS LLC	338343	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	304.36
SIERRA AUTO PARTS LLC	338344	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	54.60
SIERRA AUTO PARTS LLC	338423	08/08/2025	SHOP SUPPLIES	600-7003-44607	19.46
SIERRA AUTO PARTS LLC	338512	08/08/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	87.08
DESERT GRAPHICS INC	7136	08/08/2025	CITY LOGO PHONE NUMBERS ...	600-7003-44607	1,146.00
RJ BORDER INTERNATIONAL	X400127066.01	08/08/2025	BRAKE CAMSHAFT KIT	600-7003-47420	134.99
UNIFIRST HOLDINGS INC DBA ...	2880260002	08/15/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	58.62
UNIFIRST HOLDINGS INC DBA ...	2880262289	08/15/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	57.74
UNIFIRST HOLDINGS INC DBA ...	2880264557	08/15/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	57.74
UNIFIRST HOLDINGS INC DBA ...	2880266518	08/15/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	57.74
UNIFIRST HOLDINGS INC DBA ...	2880269305	08/15/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	57.74
UNIFIRST HOLDINGS INC DBA ...	2880271633	08/15/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	57.74
UNIFIRST HOLDINGS INC DBA ...	2880274136	08/15/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	57.74
UNIFIRST HOLDINGS INC DBA ...	2880276509	08/15/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	113.87
UNIFIRST HOLDINGS INC DBA ...	2880278762	08/15/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	52.87
UNIFIRST HOLDINGS INC DBA ...	2880281484	08/15/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	55.42
NM RETIREE HEALTH CARE	PPE 2025-08-08	08/15/2025	FLEET SERVICE CENTER	600-7003-41226	195.02
WEX BANK	106376570	08/22/2025	FUEL FOR SERVICE CENTER VE...	600-7003-43316	448.47
UNITED AG & TURF	14169572	08/22/2025	PTO DRIVESHAFT REPLACEME...	600-7003-47420	800.56
REEDS TIRE CENTER	16349	08/22/2025	OPEN PO FOR TIRES	600-7003-44626	70.44
4 RIVERS EQUIPMENT	1809446	08/22/2025	BRAKE SOL. PLUS HARDWARE	600-7003-47420	1,018.48
4 RIVERS EQUIPMENT	1818406	08/22/2025	HYDRAULIC PUMP DRIVESHAFT	600-7003-47420	908.21
4 RIVERS EQUIPMENT	1818406	08/22/2025	BUSHING	600-7003-47420	12.88
4 RIVERS EQUIPMENT	1818406	08/22/2025	SHIPPING AND HANDLING	600-7003-47420	85.00
4 RIVERS EQUIPMENT	1818406	08/22/2025	SCREW	600-7003-47420	3.22
4 RIVERS EQUIPMENT	1818406	08/22/2025	RADIATOR	600-7003-47420	417.59

AP EOM REPORT AUGUST 2025

Payment Dates: 8/1/2025 - 8/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
4 RIVERS EQUIPMENT	1818406	08/22/2025	SCREW	600-7003-47420	6.93
JESSICA MULLER DBA FREED...	2231-4917319	08/22/2025	OPEN PO FOR FREEDOM AUTO..	600-7003-47420	360.00
JESSICA MULLER DBA FREED...	2231-4917415	08/22/2025	OPEN PO FOR FREEDOM AUTO..	600-7003-47420	869.00
JESSICA MULLER DBA FREED...	2231-4917587	08/22/2025	OPEN PO FOR FREEDOM AUTO..	600-7003-47420	480.00
SERVICE CENTER BANK OF AM...	233240445084251323301	08/22/2025	DRINKING WATER FOR SERVIC...	600-7003-44615	102.13
BORDER RECAPPING LLC BMO..	25-0293387-003	08/22/2025	OPEN PO FOR BORDER TIRE	600-7003-44626	618.00
DOCUMENT SOLUTION INC	383356	08/22/2025	SERVICE CENTER SHARP OVER...	600-7003-43465	24.09
MARLIN LEASING CORPORATI...	40835493	08/22/2025	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.04
SOUTHWEST AUTOMOTIVE	0004	08/28/2025	BED SKIN, REAR BUMPER, PAI...	600-7003-47420	4,080.00
4 RIVERS EQUIPMENT	1824668	08/28/2025	SHIPPING	600-7003-47420	50.00
4 RIVERS EQUIPMENT	1824668	08/28/2025	KEY KIT/ SWITCH	600-7003-47420	21.85
OREILLY AUTO PARTS INC	2162-192915	08/28/2025	OPEN PO FOR JULY- SEPT	600-7003-44607	4.31
OREILLY AUTO PARTS INC	2162-192932	08/28/2025	OPEN PO FOR JULY- SEPT	600-7003-44607	53.28
VERIZON WIRELESS	6121088510	08/28/2025	SERVICE CENTER OPEN PO FY...	600-7003-43775	229.89
LAWSON PRODUCTS INC	9312709788	08/28/2025	BRAKE PARTS CLEANER/SURE ...	600-7003-44607	983.68
NM RETIREE HEALTH CARE	PPE 2025-08-22	08/28/2025	FLEET SERVICE CENTER	600-7003-41226	193.67
RJ BORDER INTERNATIONAL	R400036095.01	08/28/2025	DIAGNOSTIC AND REPAIRS	600-7003-47420	730.49
RJ BORDER INTERNATIONAL	R400036451.01	08/28/2025	HYDRAULIC CYLINDER REBUILD	600-7003-47420	932.66
RJ BORDER INTERNATIONAL	R400036453.01	08/28/2025	DIAGNOSTICS/ REPAIRS	600-7003-47420	3,662.34
RJ BORDER INTERNATIONAL	R400036457.01	08/28/2025	DIAGNOSTIC QUOTE	600-7003-47420	418.60
Fund 600 - Internal Serv Total:					30,832.06
Grand Total:					2,323,195.76

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	411,351.20
201 - Corrections	2,876.11
209 - Fire	47,053.14
211 - Law Enforce Prot	3,987.41
214 - Lodgers Tax	23,644.33
216 - Muni Street	83,494.58
294 - State Library	588.08
295 - Muni Pool	8,111.11
296 - PD GRT	5,630.93
299 - SPECIAL REVENUE FUNDS	1,475.38
303 - Vet Wall	246.76
304 - Senior Grants	525.00
314 - CDBG	2,783.19
315 - CI Reserve	350,395.57
340 - ROAD/STREET PROJECTS	40,206.48
380 - OTHER STATE FUNDED PROJECTS	54,744.14
403 - Pledge State DEBT SERVICE	292,905.63
501 - Cemetery	10,000.00
502 - UTILITY OFFICE-UTILITY BILLING	5,969.74
503 - Electric	783,944.89
504 - Water	17,953.66
505 - Solid Waste	74,178.04
506 - WWTP	25,793.03
508 - Golf Course	17,930.04
509 - Muni Airport	26,575.26
600 - Internal Serv	30,832.06
Grand Total:	2,323,195.76

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	4,596.03
101-1000-43598	PROFESSIONAL SERV-G...	2,297.10
101-1000-43770	SUBSCRIPTION & DUES	12,325.00
101-1000-44606	OFFICE SUPPLIES-GOVE...	160.90
101-1000-60430	EMERGENCY DECLARATI...	1,600.31
101-1000-80805	BUILDINGS & STRUCTUR...	14,836.27
101-1001-41226	RETIREE INSURANCE	479.13
101-1001-43465	RENT OF EQUIPMENT	426.74
101-1001-43740	PRINTING/PUBLISHING	2,834.92
101-1001-43770	SUBSCRIPTION & DUES	7,924.77
101-1001-43775	TELEPHONE	314.96
101-1001-43999	OPERATING COSTS	274.92
101-1003-41226	RETIREE INSURANCE	544.68
101-1003-42310	PER DIEM-OFF CITY MA...	202.62
101-1003-43316	FUEL	57.51
101-1003-43465	RENT OF EQUIPMENT	766.78
101-1003-43775	TELEPHONE	401.29
101-1003-44606	OFFICE SUPPLIES	584.44
101-1004-41226	RETIREE INSURANCE	1,361.52
101-1004-42720	EMPLOYEE TRAINING-A...	1,040.40
101-1004-43465	RENT OF EQUIPMENT	891.14
101-1004-43740	PRINTING/PUBLISHING	737.82
101-1004-43775	TELEPHONE	386.22
101-1004-44607	FIELD SUPPLIES - IT	16.99
101-1004-48599	OTHER CONTRACTUAL S...	2,200.06
101-1005-48599	OTHER CONTRACTUAL S...	30,000.00
101-1006-41226	RETIREE INSURANCE	492.45

Account Summary

Account Number	Account Name	Payment Amount
101-1006-42620	UNIFORMS LINEN-ANIM...	791.91
101-1006-42720	EMPLOYEE TRAINING-AN..	150.00
101-1006-43316	FUEL	56.15
101-1006-43775	TELEPHONE	124.54
101-1006-44607	FIELD SUPPLIES	4,933.60
101-1006-48598	PROFESSIONAL SERVICES	1,690.86
101-1007-41226	RETIREE INSURANCE	4,160.40
101-1007-43316	FUEL	7,277.60
101-1007-43465	RENT OF EQUIPMENT	943.16
101-1007-43740	PRINTING/PUBLISHING	159.12
101-1007-43770	SUBSCRIPTION & DUES	500.00
101-1007-43775	TELEPHONE	1,247.25
101-1007-44606	OFFICE SUPPLIES	382.41
101-1007-48598	PROFESSIONAL SERVICES	400.00
101-1007-48599	OTHER CONTRACTUAL S...	55,101.00
101-1008-41226	RETIREE INSURANCE	248.62
101-1008-43316	FUEL	485.43
101-1008-43770	SUBSCRIPTION & DUES	75.00
101-1008-43775	TELEPHONE	226.18
101-1009-41226	RETIREE INSURANCE	279.06
101-1009-42620	UNIFORMS/LINEN-MUNI...	326.74
101-1009-42720	EMPLOYEE TRAINING-M...	431.28
101-1009-43316	FUEL	920.54
101-1009-43465	RENT OF EQUIPMENT	1,356.09
101-1009-43770	SUBSCRIPTION & DUES	500.00
101-1009-43775	TELEPHONE	146.83
101-1009-44606	OFFICE SUPPLIES	200.00
101-1009-44607	FIELD SUPPLIES-MUNI R...	1,762.70
101-1009-44609	RECREATION SUPPLIES-...	899.98
101-1009-44615	SAFETY EQUIPMENT	289.98
101-1009-47415	MAINTENANCE--REPAIRS..	1,000.00
101-1009-47420	MAINTENANCE VEHICLE...	164.95
101-1010-41226	RETIREE INSURANCE	306.00
101-1010-43775	TELEPHONE	65.00
101-1010-48598	PROFESSIONAL SERVICES	11,173.75
101-1011-41226	RETIREE INSURANCE	765.12
101-1011-43775	TELEPHONE	160.05
101-1013-41226	RETIREE INSURANCE	231.90
101-1013-43316	FUEL	122.37
101-1013-44606	OFFICE SUPPLIES	44.89
101-1014-41226	RETIREE INSURANCE	650.14
101-1014-42620	UNIFORM/LINEN-FACILI...	1,662.00
101-1014-43316	FUEL	821.99
101-1014-43403	REGULAR BUILDING MA...	1,697.16
101-1014-43465	RENT OF EQUIPMENT	81.72
101-1014-43775	TELEPHONE	122.36
101-1014-44607	FIELD SUPPLIES-FACILITY...	2,158.78
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	646.05
101-1017-48599	OTHER CONTRACTUAL S...	47,159.39
101-1018-43780	UTILITIES	165,870.75
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,821.61
101-1099-34348	RENT OF PUBLIC FACILI...	750.00
201-1903-48598	PROFESSIONAL SERVICES..	786.11
201-1903-48710	CARE OF PRISONERS-SIE...	2,090.00
209-1603-43465	RENT OF EQUIPMENT	501.42
209-1603-43775	TELEPHONE	273.18
209-1603-43815	SOFTWARE LIC/SOFTWA...	2,985.00

Account Summary

Account Number	Account Name	Payment Amount
209-1603-43999	OPERATING COSTS	2,605.59
209-1603-47405	MAINTENANCE-BUILDIN...	1,779.40
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
209-1603-47420	MAINTENANCE VEHICLE...	8,382.93
209-1603-47595	GENERAL FUND ADMIN ...	30,000.00
211-2003-42535	EMPLOYEE TRAINING	3,727.41
211-2003-44573	UNIFORM & EQUIPMENT	260.00
214-2503-30318	PROMOTION/ADVERTISG..	10,741.50
214-2503-41226	RETIREE INSURANCE	157.02
214-2503-44608	FIELD SUPPLIES - GOLF ...	6,734.21
214-2540-43775	TELEPHONE	82.67
214-2540-60725	CITY PORTION SUB-RECIP..	4,783.08
214-2560-60725	MARKETING SUB-RECIPI...	1,145.85
216-4503-42620	UNIFORM LINEN-MUNI ...	719.33
216-4503-43316	FUEL	2,258.52
216-4503-43465	RENT OF EQUIPMENT	198.07
216-4503-43550	ROADWAY MAINTENAN...	9,688.25
216-4503-44607	FIELD SUPPLIES-STREETS	1,274.47
216-4503-44615	SAFETY EQUIPMENT	800.00
216-4503-47420	MAINT.VEHICLE/FURN/...	4,068.73
216-4503-80845	CAPITAL IMPROVEMENT...	16,000.00
216-7025-48598	Professional Serv/Contra...	48,487.21
294-5003-32393	STATE LIBRARY GRANT- ...	588.08
295-4803-34355	POOL DEPOSIT/RENTAL	100.00
295-4803-41226	RETIREE INSURANCE	117.15
295-4803-42720	EMPLOYEE TRAINING-M...	405.70
295-4803-43403	REGULAR BUILDING MA...	389.93
295-4803-43465	RENT OF EQUIPMENT	49.36
295-4803-43775	TELEPHONE	68.32
295-4803-44607	FIELD SUPPLIES-MUNI P...	6,980.65
296-2403-44616	TRAINING SUPPLIES	2,505.67
296-2403-48598	PROFESSIONAL SERVICES	3,125.26
299-7051-48710	Professional Serv -BFAS ...	1,475.38
303-4703-43775	TELEPHONE	246.76
304-7046-80810	OTHER CAP EQUIP VEHI...	525.00
314-7030-48598	Prof Serv/Contracts 22-C...	2,179.41
314-8603-48598	Professional Serv/Contra...	603.78
315-7027-48598	ProfServ/Con- B-23-CP-...	303,073.57
315-8010-45600	ENTITY MATCH	3,656.95
315-8010-80860	INFRASTRUCTURE	43,665.05
340-7032-43550	ROADWAY MAINTENAN...	13,864.31
340-7032-45600	ENTITY MATCH	26,342.17
380-7034-80860	INFRASTRUCTURE	46,467.17
380-7038-80810	OTHER CAPITAL EQUIPM...	8,276.97
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	5,823.92
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,438.95
403-1203-90905	DEBT SERVICE PRINCIPAL...	2,572.83
403-1203-90910	DEBT SERVICE INTEREST	5,434.20
403-1203-90925	COMMITMENTS & OTHE...	125.00
403-2024-12924	PPRF-6467 GO BOND SER...	222,127.10
403-2303-12923	PPRF-6072 GO BOND SER...	40,693.05
501-1803-48599	OTHER CONTRACTUAL S...	10,000.00
502-3601-41226	RETIREE INSURANCE	582.26
502-3601-43465	RENT OF EQUIPMENT	881.83
502-3601-43770	SUBSCRIPTIONS & DUES	4,178.36
502-3601-43775	TELEPHONE	327.29
503-3702-41226	RETIREE INSURANCE	1,438.70

Account Summary

Account Number	Account Name	Payment Amount
503-3702-43316	FUEL	1,675.36
503-3702-43465	RENT OF EQUIPMENT	136.06
503-3702-43770	SUBSCRIPTION & DUES	1,860.00
503-3702-43775	TELEPHONE	289.16
503-3702-43815	SOFTWARE LIC/SOFTWA...	140.12
503-3702-44607	FIELD SUPPLIES	35,366.72
503-3702-47420	MAINTENANCE-VEHICLE...	12,320.56
503-3702-48598	PROFESSIONAL SERVICES	68,735.98
503-3702-50795	WHOLESALE POWER CO...	440,330.23
503-3702-80810	OTHER CAPITAL EQUIPM...	221,652.00
504-3803-41226	RETIREE INSURANCE	944.31
504-3803-43316	FUEL	1,526.95
504-3803-43465	RENT OF EQUIPMENT	49.36
504-3803-43770	SUBSCRIPTION/DUES	288.90
504-3803-43775	TELEPHONE	282.73
504-3803-43797	WATER CONSERVATION...	2,381.60
504-3803-43815	SOFTWARE LIC/SOFTWA...	140.12
504-3803-44605	CHEMICALS/LABORATO...	1,592.17
504-3803-44606	OFFICE SUPPLIES	415.18
504-3803-44607	FIELD SUPPLIES-WATER ...	9,328.75
504-3803-44615	SAFETY EQUIPMENT	337.50
504-3803-48598	PROFESSIONAL SERVICES	666.09
505-3904-41226	RETIREE INSURANCE	1,619.75
505-3904-42620	UNIFORM/LINEN-SOLID...	201.60
505-3904-43316	FUEL	4,171.04
505-3904-43465	RENT OF EQUIPMENT	251.89
505-3904-43770	SUBSCRIPTION & DUES	500.00
505-3904-43775	TELEPHONE	200.26
505-3904-43815	SOFTWARE LIC/SOFTWA...	140.13
505-3904-44607	FIELD SUPPLIES-SOLID ...	2,301.84
505-3904-44615	SAFETY EQUIPMENT	536.50
505-3904-45601	WASTE DISPOSAL	58,124.85
505-3904-47420	MAINTENANCE-VEHICLE...	3,637.55
505-3904-48599	OTHER CONTRACTUAL S...	2,492.63
506-4005-41226	RETIREE INSURANCE	385.00
506-4005-42620	UNIFORM/LINEN-WAST...	540.00
506-4005-43316	FUEL	493.88
506-4005-43465	RENT OF EQUIPMENT	514.48
506-4005-43770	SUBSCRIPTION & DUES	188.89
506-4005-43775	TELEPHONE	427.55
506-4005-43815	SOFTWARE LIC/SOFTWA...	140.12
506-4005-44605	CHEMICALS/LABORATO...	6,728.01
506-4005-44606	OFFICE SUPPLIES	403.58
506-4005-44607	FIELD SUPPLIES-WASTE...	11,015.94
506-4005-44615	SAFETY EQUIPMENT	716.50
506-4005-48598	PROFESSIONAL SERVICES	532.50
506-4005-48798	VILLAGE OF WILLIAMSB...	3,706.58
508-4303-41226	RETIREE INSURANCE	244.77
508-4303-43465	RENT OF EQUIPMENT	1,228.10
508-4303-43770	SUBSCRIPTION & DUES	1,773.50
508-4303-43775	TELEPHONE	83.67
508-4303-80845	CAPITAL IMPROVEMENT...	14,600.00
509-4403-43465	RENT OF EQUIPMENT	80.94
509-4403-43775	TELEPHONE	558.46
509-4403-48598	PROFESSIONAL SERVICES	25,935.86
600-7003-41226	RETIREE INSURANCE	582.68
600-7003-42620	UNIFORMS/LINEN	627.22
600-7003-43316	FUEL	448.47

Account Summary

Account Number	Account Name	Payment Amount
600-7003-43465	RENT OF EQUIPMENT	98.13
600-7003-43775	TELEPHONE	229.89
600-7003-43815	SOFTWARE LIC/SOFTWA...	5,000.00
600-7003-44607	FIELD SUPPLIES	2,347.54
600-7003-44615	SAFETY EQUIPMENT	102.13
600-7003-44626	VEHICLE TIRES	3,254.44
600-7003-47420	MAINTENANCE-VEHICLE...	18,141.56
Grand Total:		2,323,195.76

Project Account Summary

Project Account Key	Payment Amount
None	2,323,034.86
SPMaterials	160.90
Grand Total:	2,323,195.76

Accounts Payable Transfer Sheet - 2024 - 2025 FY
Post Date Ending: 8/1, 8/8, 8/12, 8/14, 8/15, 8/22, 8/28

Fund	Fund Description	Fund Totals							GRAND TOTAL	Fund Numbers
		8/1/2025	8/8/2025	8/12/2025	8/14/2025	8/15/2025	8/22/2025	8/28/2025	TRANSFERS	
101	General	\$177,648.98	\$13,849.59			\$60,026.35	\$111,983.53	\$47,842.75	\$411,351.20	101
201	Local Government Corrections		\$2,090.00			\$786.11			\$2,876.11	201
209	State Fire		\$2,250.18			\$3,476.55	\$4,669.55	\$36,656.86	\$47,053.14	209
211	Law Enforcement Protection						\$3,987.41		\$3,987.41	211
214	Lodger's Tax	\$10,793.84	\$3,581.35			\$52.34	\$6,273.55	\$2,943.25	\$23,644.33	214
216	Street Renovation		\$117.60		\$2,621.13	\$67,389.53	\$1,261.39	\$12,104.93	\$83,494.58	216
217	Municipal Recreation								\$0.00	217
260	Fiscal Recovery Funds								\$0.00	260
294	State Library						\$357.06	\$231.02	\$588.08	294
295	Municipal Pool	\$163.18	\$431.52		\$405.70	\$1,044.05	\$439.29	\$5,627.37	\$8,111.11	295
296	PD-GRT Fund		\$580.44			\$2,050.49	\$3,000.00		\$5,630.93	296
298	PD-Donations								\$0.00	298
299	Special Revenue Funds		\$1,475.38						\$1,475.38	299
302	Electrical Construction								\$0.00	302
303	Veterans Memorial						\$246.76		\$246.76	303
304	SJOA - Grants					\$525.00			\$525.00	304
305	Capital Improvement General								\$0.00	305
306	Capitl Improvement Joint Utility								\$0.00	306
307	Golf Course Improvements								\$0.00	307
308	USDA -Sweeper								\$0.00	308
309	USDA-Wastewater								\$0.00	309
310	R&R-Emergency								\$0.00	310
311	R&R-Sewer								\$0.00	311
312	R&R-Airport								\$0.00	312
313	R&R-Water								\$0.00	313
314	CDBG - Grant	\$2,179.41						\$603.78	\$2,783.19	314
315	CI Reserve- Non Capital Equipment	\$148,450.82				\$201,944.75			\$350,395.57	315
316	Emergency Reserve								\$0.00	316
320	USDA Water System Improvements								\$0.00	320
321	Water System Improvements								\$0.00	321
340	ROAD/STREET PROJECTS	\$20,863.04					\$19,343.44		\$40,206.48	340
360	NMFA Projects								\$0.00	360
370	Water Trust Board Projects								\$0.00	370
380	Community Development					\$8,276.97		\$46,467.17	\$54,744.14	380
403	Pledge State Tax		\$287,471.43	\$45.89				\$5,388.31	\$292,905.63	403
501	Cemetery		\$10,000.00						\$10,000.00	501
502	Utility Office	\$180.94				\$664.85	\$417.64	\$4,706.31	\$5,969.74	502
503	Electric Dept	\$12,800.22	\$6,945.63			\$693,864.36	\$41,266.02	\$29,068.66	\$783,944.89	503
504	Water Dept	\$783.46	\$5,069.86			\$9,100.26	\$1,618.81	\$1,381.27	\$17,953.66	504
505	Solid Waste	\$59,740.95	\$3,737.53			\$3,342.29	\$4,469.19	\$2,888.08	\$74,178.04	505
506	WasteWater	\$10,619.45	\$5,761.97			\$7,948.54	\$751.90	\$711.17	\$25,793.03	506
507	Solid Waste Landfill/Collection								\$0.00	507
508	Golf Course	\$95.85				\$14,695.96	\$2,022.32	\$1,115.91	\$17,930.04	508
509	Municipal Airport		\$25,935.86			\$31.58	\$498.83	\$108.99	\$26,575.26	509
600	Internal Service Fund	\$193.99	\$12,156.02			\$822.24	\$6,299.04	\$11,360.77	\$30,832.06	600
	Grand Total-Accounts Payable	\$444,514.13	\$381,454.36	\$45.89	\$3,026.83	\$1,076,042.22	\$208,905.73	\$209,206.60	\$2,323,195.76	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: F.4

SUBJECT: Take Home Vehicle Form: Police Department

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: September 5, 2025

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is for Andy Larma in the Police Department. His commute is 70.8 miles.

Recommendation:

Approve take home vehicle form.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-10-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: G.1

SUBJECT: RESOLUTION 10 25/26 AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BETWEEN THE NEW MEXICO FINANCE AUTHORITY AND THE CITY OF TRUTH OR CONSEQUENCES

DEPARTMENT: Community Development

DATE SUBMITTED: September 4, 2025

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

City Staff have submitted a funding request to NMFA Colonias Infrastructure Board for the purpose of a preliminary engineering report (PER) to evaluate and prioritize recommended improvements for the City's wastewater collection system. The project scope also includes the preparation of a hydraulic model utilizing a combination of flow monitoring, existing GIS information, and field verifications as needed. PER's are required by multiple funding agencies to apply for design and construction funding. The City Commission approved Resolution 32 24/25 for submission of an application to the Colonias Infrastructure Board on 2/26/25 and passed Resolution 04 25/26 on 7/9/25 to accept the offer. The documents being presented are the loan/grant agreement and resolution to proceed with the project.

Recommendation:

Approve Resolution 10 25/26 and execute applicable documents

Attachments:

- Project Presentation Information
- Award Letter
- Resolution 10 25/26 and Loan/Grant documents

Fiscal Impact (Finance): Yes

Reference Award Letter

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: [Click here to enter text.](#)

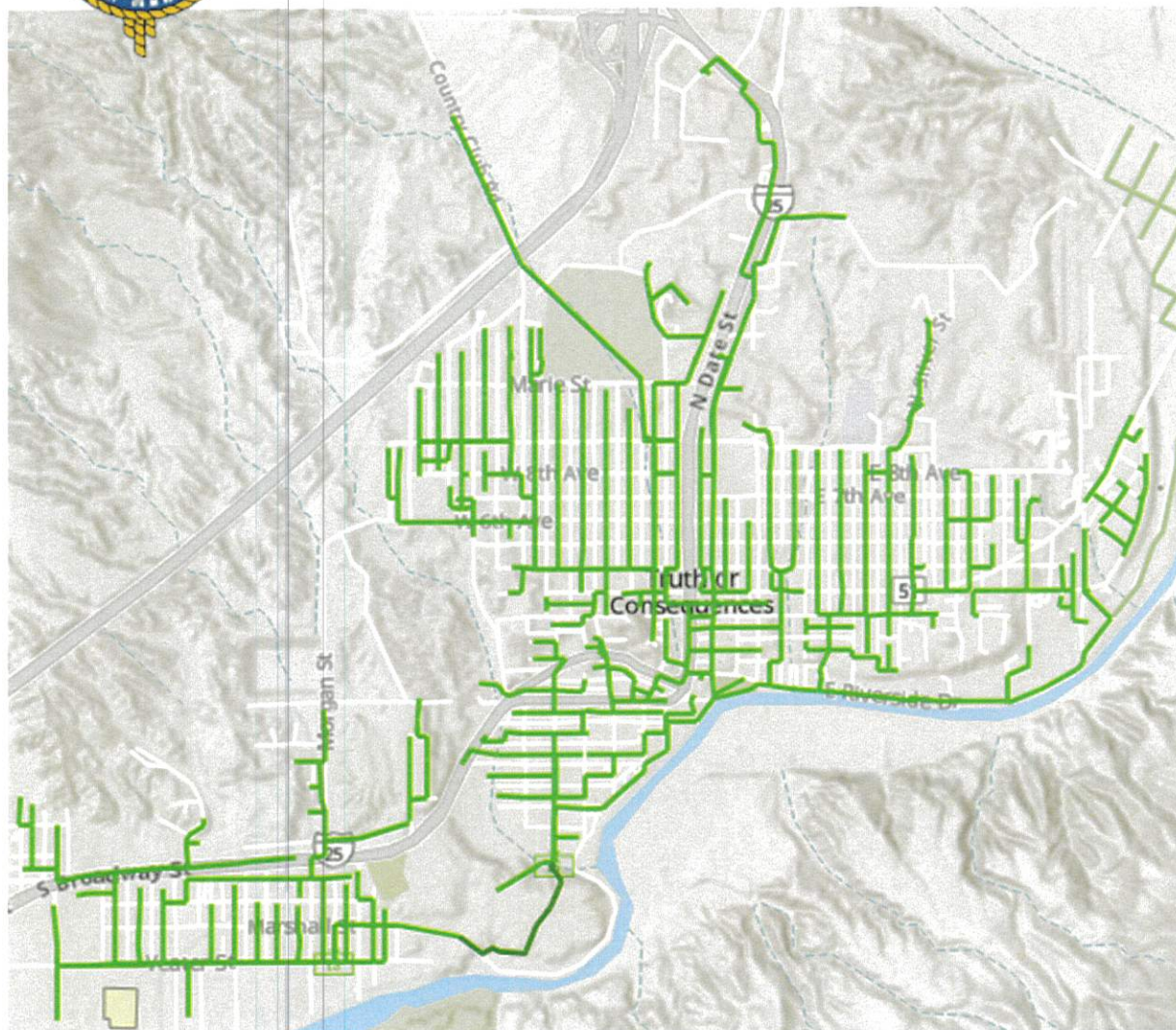


**TRUTH OR
CONSEQUENCES** NEW MEXICO

Wastewater Collection System PER

CIF Request: \$191,000;

Local Match: \$19,100



Service Area

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

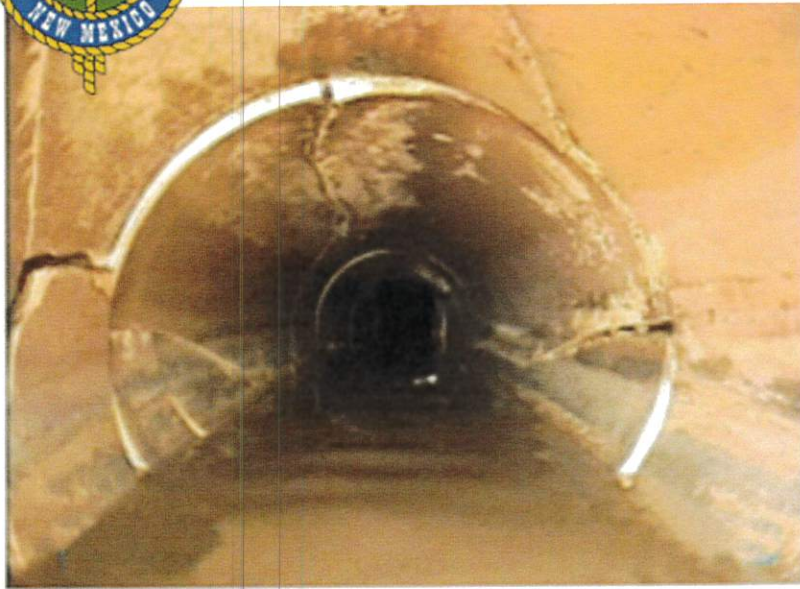


**TRUTH OR
CONSEQUENCES** NEW MEXICO

Wastewater Collection System PER

CIF Request: \$191,000;

Local Match: \$19,100



Project Needs

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

Wastewater Asset Management Plan:

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





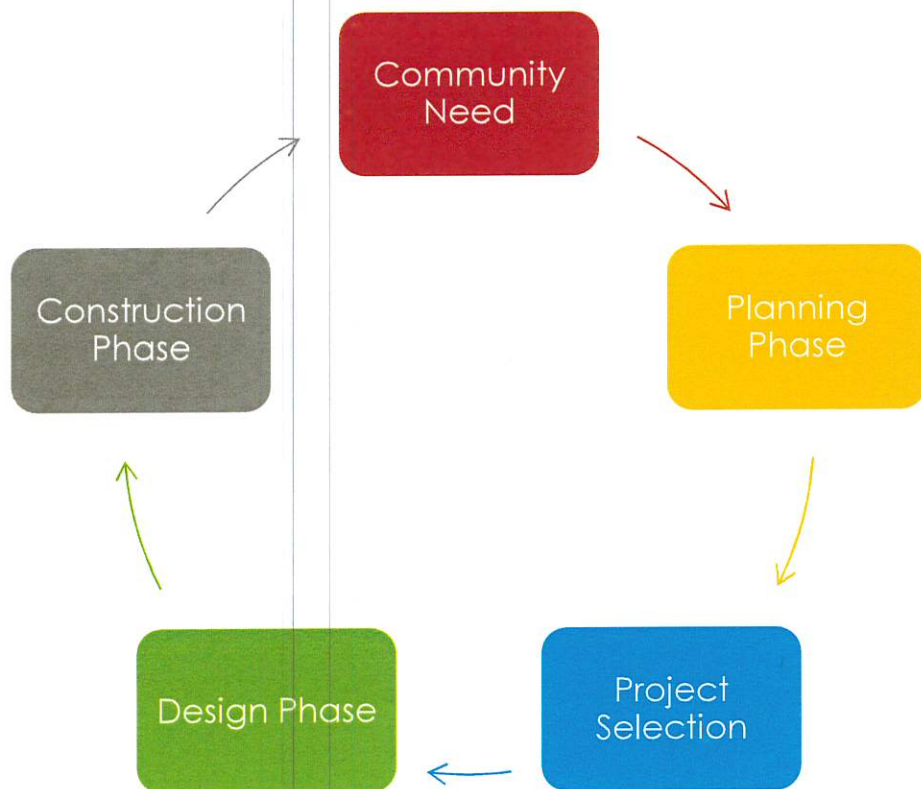
TRUTH OR CONSEQUENCES NEW MEXICO

Wastewater Collection System PER

CIF Request: \$191,000;

Local Match: \$19,100

Project Life Cycle



Preliminary Engineering Report (PER)

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

Project Benefits

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



June 30, 2025

Via Email

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

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

Dear Mayor Hechler:

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

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

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

SUBMISSION OF READINESS TO PROCEED ITEMS

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

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

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

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

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

Sincerely,

Sharon Romero

Sharon Romero
Lead Program Administrator

cc: Traci Alvarez, TorC, talvarez@torcnm.org
Jocelyn Holguin, TorC, jholgin@torcnm.org
Alfredo Holguin, Stantec, alfredo.holguin@stantec.com
Ashley Martinez, Stantec, Ashley.martinez@wilsonco.com

COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT

**\$191,000
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
NO. CIF-6738**

Closing Date: October 24, 2025

**TRANSCRIPT OF PROCEEDINGS
INDEX**

1. Open Meeting Act Resolution No. 01 25/26 adopted by the Borrower/Grantee on July 9, 2025
2. Resolution No. 10 25/26 adopted on September 10, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right-of-Way Certificate of the Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Virtue & Najjar, PC, Loan/Grant Counsel to NMFA
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Truth or Consequences, Sierra County, New Mexico
New Mexico Finance Authority
Jamie F. Rubin, LLC
Virtue & Najjar, PC

TRANSCRIPT OF PROCEEDINGS

COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT

by and between the

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

and the

**CITY OF TRUTH OR CONSEQUENCES
Sierra County, New Mexico
as Borrower/Grantee.**

Closing Date: October 24, 2025

Loan/Grant Amount: \$191,000

Project No. CIF-6738

JULY 2025						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2025						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2025						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2025						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NEW MEXICO FINANCE AUTHORITY
FINANCING SCHEDULE & DISTRIBUTION LIST
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO

Project No. CIF – 6738 - \$191,000 (\$171,900 Grant/ \$19,100 Loan)

Prepared: July 22, 2025

DATE	ACTION	PARTIES
Tuesday, March 5, 2025	Application received by Finance Authority	Borrower/Grantee
Thursday, May 15, 2025	Colonias Infrastructure Board Approval	CIB
Thursday, June 26, 2025	NMFA Board Approval	NMFA
Wednesday, July 30, 2025	Distribute draft Financing Schedule for review and comment by NMFA, Borrower/Grantee and Borrower/Grantee's counsel	V&N
Wednesday, August 6, 2025	Comments due on draft Financing Schedule	NMFA, Borrower/Grantee, Borrower/Grantee's counsel

DATE	ACTION	PARTIES
Wednesday, August 13, 2025	Distribute Financing Schedule, draft Loan/Grant Agreement, Resolution and draft closing documents for review and comment by NMFA, Borrower/Grantee and Borrower/Grantee's counsel	V&N
Wednesday, August 20, 2025	Comments due on drafts of Loan/Grant Agreement, Resolution and draft closing documents from NMFA Borrower/Grantee and Borrower/Grantee's counsel	NMFA, Borrower/Grantee, Borrower/Grantee's counsel
Wednesday, August 20, 2025	Interim Debt Service Schedule Due to V&N with confirmation that no additional outstanding debt has been incurred other than shown in Staff Report	NMFA
Thursday, August 28, 2025	All documents in final form distributed to Borrower/Grantee for signature with a copy to the Finance Authority	V&N
Tuesday, September 9, 2025	Submit notice of adoption to the <i>Sierra County Sentinel</i> by 12:00 p.m.	V&N
Wednesday, September 10, 2025	Governing Body adopts Resolution	Borrower/Grantee
Wednesday, September 17, 2025	Publication of notice of adoption in the <i>Sierra County Sentinel</i>	Legal newspaper for Borrower/Grantee,
Wednesday, September 17, 2025	Closing documents signed by Borrower/Grantee and delivered to closing counsel	Borrower/Grantee
Thursday, September 25, 2025	Delivery of closing documents forwarded to NMFA in electronic form for signature before 5:00 p.m.	V&N
Friday, October 17, 2025	Thirty-day limitations period ends	
Wednesday, October 22, 2025	NMFA signs Loan/Grant Agreements	NMFA
Friday, October 24, 2025	Closing by email	All
Two weeks after receipt of all documents	Transcripts distributed (for loan/grant)	V&N

DISTRIBUTION LIST

BORROWER/GRANTEE

City of Truth or Consequences
Address: 505 Sims St.
Truth or Consequences, New Mexico, 87901
Phone: (575) 894-6673

NEW MEXICO FINANCE AUTHORITY

New Mexico Finance Authority (NMFA)
810 W. San Mateo
Santa Fe, New Mexico 87505
Phone: (505) 984-1454

Jocelyn Hoguín, Finance Director
Email: jholguin@torcnm.org
Phone: 575-894-6673

Angela Quintana, Senior Program Administrator
Colonias Infrastructure Fund

Traci Alvarez, Assistant City Manager
Email: talvarez@torcnm.org
Phone: (575) 952-0565

Angela A. Torres, CMC City Clerk/Treasurer
Email: aatorres@torcnm.org
Phone: (575) 894-6673

FINANCIAL ADVISOR

Ashley Martinez, Funding and Grant
Administration Lead
Wilson & Company
Address: 4401 Masthead St., NE, Suite 150
Albuquerque, New Mexico 87109
Email: ashley.martinez@wilsonco.com
Phone: (505) 348-4136

BORROWER/GRANTEE'S ENGINEER:

Alfredo Holguin
Stantec Consulting Services, INC.
3831 E. Lohman Ave., Suite 200
Las Cruces, New Mexico 88011
Phone: (575) 254-6069
Email: Alfredo.Holguin@stantec.com

BORROWER/GRANTEE'S COUNSEL:

Jamie F. Rubin
Jamie F. Rubin LLC
314 Main Ave.
Truth or Consequences, NM 87901
Phone: (575) 894-3031
Email: jrubin@zianet.com

LOAN/GRANT COUNSEL

Virtue & Najjar, PC (V&N)
2204 Brothers Road, Suite A
P.O. Box 22249 (87502-2249)
Santa Fe, New Mexico 87505
Phone: (505) 983-6101
Fax: (505) 983-8304

Email: Colonias@nmfa.net
Phone: (505) 992-9648

Mark Chaiken, General Counsel
Email: mchaiken@nmfa.net

Charlotte Larragoite, Paralegal
and Compliance Assistant
Email: clarragoite@nmfa.net

Leslie J. Medina,
Managing Director of Client Services
Email: lmedina@nmfa.net

Rio Trujillo, Lead Client Relationship Manager
Email: rtrujillo@nmfa.net

Jolin Anaya, Lead Client Relationship Manager
Email: janaya@nmfa.net

Delanne Reichard, Client Relationship Manager
Email: dreichard@nmfa.net

Luanna Salazar, Client Relationship Manager
Email: lsalazar@nmfa.net

NEWSPAPER

Sierra County Sentinel
217 E. Third Street,
Truth or Consequences, NM 87901
Phone: (575) 894-3088
Email: sentinelofficemgr@gmail.com

(Publication Deadline: Tuesday by 12:00 p.m.
Published weekly on Wednesday)

Richard L.C. Virtue, Attorney
Email: rvirtue@virtuelaw.com
Phone: (505) 983-6101 ext. 1

Carla Najjar, Attorney
Email: csnajjar@virtuelaw.com
Phone: (505) 983-6101 ext. 5

Isabel Thomas, Legal Assistant
Email: IThomas@virtuelaw.com
Phone: (505) 983-6101 ext. 9

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

[Remainder of page intentionally left blank.]

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 10 25/26

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF ONE HUNDRED NINETY-ONE THOUSAND DOLLARS (\$191,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF PLANNING A CITY-WIDE WASTEWATER COLLECTION SYSTEM PRELIMINARY ENVIRONMENTAL REPORT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE AND LOAN AMOUNT OF NINETEEN THOUSAND ONE HUNDRED DOLLARS (\$19,100) SOLELY FROM THE BORROWER/GRANTEE'S ORDINANCE NO. 389 ADOPTED ON MARCH 26, 1992, AS AMENDED BY ORDINANCE NO. 472 ADOPTED ON MARCH 13, 2000, WITH AN EFFECTIVE DATE OF JULY 1, 2000, IMPOSING A ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX WHICH THE BORROWER/GRANTEE PLEDGES TO THE PAYMENT OF THE LOAN PAYMENTS, WHICH MUNICIPAL GROSS RECEIPTS TAX HAS BEEN DE- earmarked and is now ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED AND ACCEPTANCE OF A GRANT AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED DOLLARS (\$171,900); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

WHEREAS, the Colonias Infrastructure Board ("CIB") is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

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

WHEREAS, the 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, Section 3-2-4 NMSA 1978; and

WHEREAS, 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 CIB; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of Act; and

WHEREAS, the Borrower/Grantee submitted an application dated March 5, 2025 for 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 15, 2025 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 the Loan/Grant Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 26, 2025; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow nineteen thousand one hundred dollars (\$19,100) from the Lender/Grantor and to accept a grant in the amount of one hundred seventy-one thousand nine hundred dollars (\$171,900) from the Lender/Grantor to finance the costs of planning a city-wide wastewater collection system Preliminary Environmental Report., this project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match, as provided by the Borrower/Grantee's Resolution No. 32 24/25 adopted on February 26, 2025 and other moneys available to the Borrower/Grantee, are sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

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

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

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

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

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

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

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution 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 Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the NMFA calculated on the amount of the outstanding principal balance, as shown on Exhibit C attached hereto.

“Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

“Authorized Officers” means, any one or more of the Mayor, the City Manager and the City Clerk-Treasurer of the Borrower/Grantee.

“Closing Date” means the date of execution of the Loan/Grant 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.

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

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

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

“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 the Loan/Grant 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.

“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.

“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 the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90% of the amount disbursed during the Interim Period not to exceed one hundred seventy-one thousand nine hundred dollars (\$171,900).

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

"Loan" or "Loan Amount" means 10% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project including the Local Match, and shall not equal more than nineteen thousand one hundred dollars (\$19,100).

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall not equal more than one hundred ninety-one thousand dollars (\$191,000).

"Loan Payments" means, collectively, the Principal Component (defined in the Loan/Grant Agreement), Administrative Fee and interest, if any, to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit "C" to the Loan/Grant Agreement.

"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 nineteen thousand one hundred dollars (\$19,100).

"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.

"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 this Resolution and the Loan/Grant 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.

"Project" means the project described in 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, as shown in the Term Sheet, which account 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 this Resolution as it may be supplemented or amended from time to time.

“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.

“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 the Loan/Grant Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired, which is twelve (12) years.

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

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

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

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

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

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

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

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

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

G. The Borrower/Grantee has or will acquire, prior to disbursement of monies for planning, design or survey proper title to, easements, rights-of-way, permits or the requisite access needed by legal conveyances such as right-of-way, easements, deeds, permits or the requisite access needed, on the real property upon or through which the planning, design or survey is to be conducted by right of use or adverse possession by legal conveyances such as rights-of-way, easement, deeds, permits or other instrument, or will acquire any necessary titles or access rights by exercise of its power of eminent domain..

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

A. Authorization. This Resolution has been adopted by the affirmative vote of at least the majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of one hundred seventy-one thousand nine hundred dollars (\$171,900) and borrowing the Loan Amount of nineteen thousand one hundred dollars (\$19,100) to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of one hundred seventy-one thousand nine hundred dollars (\$171,900) and the Loan shall be in the amount of nineteen thousand one hundred dollars (\$19,100). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

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

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

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

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

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

C. CIB and NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the NMFA shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and Administrative Fee. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee

directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount, the Administrative Fee and any other amounts due under the Loan/Grant Agreement.

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY NEW MEXICO
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 10 25/26, duly adopted and approved by the City Commission of the City of Truth or Consequences on September 10, 2025. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk-Treasurer, at 505 Sims Street, Truth or Consequences, New Mexico 87901.

The title of the Resolution is:

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 10 25/26

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF ONE HUNDRED NINETY-ONE THOUSAND DOLLARS (\$191,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF PLANNING A CITY-WIDE WASTEWATER COLLECTION SYSTEM PRELIMINARY ENVIRONMENTAL REPORT (PER), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE AND LOAN AMOUNT OF NINETEEN THOUSAND ONE HUNDRED DOLLARS (\$19,100) SOLELY FROM THE BORROWER/GRANTEE'S ORDINANCE NO. 389 ADOPTED ON MARCH 26, 1992, AS AMENDED BY ORDINANCE NO. 472 ADOPTED ON MARCH 13, 2000, WITH AN EFFECTIVE DATE OF JULY 1, 2000, IMPOSING A ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX WHICH THE BORROWER/GRANTEE PLEDGES TO THE PAYMENT OF THE LOAN PAYMENTS, WHICH MUNICIPAL GROSS RECEIPTS TAX HAS BEEN DE-EARMARKED AND IS NOW ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED AND ACCEPTANCE OF A GRANT AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED DOLLARS (\$171,900); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING

ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 10TH DAY OF SEPTEMBER, 2025.

CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

(SEAL)

By _____
Angela A. Torres, City Clerk-Treasurer

[Remainder of page intentionally left blank.]

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

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

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

[Remainder of page intentionally left blank.]

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

CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

ATTEST:

By _____
Angela A. Torres, City Clerk-Treasurer

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)

) ss.

COUNTY OF SIERRA

)

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

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the City Commission Chambers, 405 W. 3rd Street, City of Truth or Consequences, NM 87901, on September 10, 2025 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 10 25/26 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's Open Meetings Resolution No. 01 25/26, adopted and approved on July 9, 2025 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of October, 2025.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Angela A. Torres, City Clerk-Treasurer

EXHIBIT "A"

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

\$191,000

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

Dated

October 24, 2025

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 October 24, 2025, 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").

WITNESSETH:

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 incorporated 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, 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, the Borrower/Grantee has imposed by the Tax Ordinance 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, 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 5, 2025 for 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 15, 2025 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 26, 2025; 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.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the NMFA calculated on the amount of the outstanding principal balance, as shown on Exhibit C attached hereto.

“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 5, 2025 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.;

“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 and Administrative Fee.

“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 one hundred seventy-one thousand nine hundred dollars (\$171,900).

“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, including the Local Match, and shall not equal more than nineteen thousand one hundred dollars (\$19,100).

"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 one hundred ninety-one thousand dollars (\$191,000).

"Loan Payments" means, collectively, the Principal Component, Administrative Fee 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 nineteen thousand one hundred dollars (\$19,100).

"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 [and Other Subordinate 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. 10 25/26 adopted by the Governing Body on September 10, 2025 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, which is twelve (12) 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 and the constituent 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 twelve (12) 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 and Administrative Fee. 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, the Administrative Fee and interest, if any, 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 engineering planning, design or engineering feasibility reports shall not involve or anticipate a sale, lease, mortgage, pledge, or the relocation or disposal of any part of the product or system designed during its Useful Life; 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 requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(s) Pledged Tax Revenues Covenants. The Governing Body has duly adopted the Tax Ordinance imposing a one-eighth of one percent (0.125%) of a Municipal Infrastructure

Gross Receipts Tax, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded and is in full force and effect.

(t) 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.

(u) 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, the Project lawfully and efficiently in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition and completion of the Project and use of the Loan/Grant proceeds. The plans and specifications for the Project shall fully incorporate available technologies and operational design for water use efficiency described in the approved plans and specifications.. No Loan/Grant funds shall be used for items not constituting Eligible Items. The Borrower/Grantee shall exercise its power of eminent domain, if needed to comply with this paragraph 2.1(u) and paragraph 5.1(b).

(v) Use of Loan/Grant Proceeds for Construction; Other Qualified Entities. If any of the proceeds of the Loan/Grant are used for construction, 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.

(w) 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. 32 24/25 adopted on February 26, 2025 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.

(x) 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.

(y) 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.

(z) 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.

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

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) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 4.4 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, 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.

(iv) 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 acquisition, planning, design or survey, 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 is the owner in fee simple of the lands needed for the facilities to be designed with the proceeds of the Loan/Grant, or that the Borrower/Grantee has or will acquire proper title to, easements, rights-of-way, permits, or the requisite access needed, on the real property upon or through which the planning, design or survey phase is to be conducted by right of use or adverse possession, by legal conveyances such as right-of-way, easements, deeds, permits or other instruments, or will acquire any necessary titles or access rights by exercise of its power of eminent domain. If acquisition and completion of the Project does not require physical or visual access to existing lands or facilities, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney certifying that no title to, easements, rights-of-way, or permits are necessary to acquire and complete the Project; 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 to plan, design, acquire 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 disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "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 and Administrative Fee. 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, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee, the 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 December 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
810 W. San Mateo Road
Santa Fe, New Mexico 87505

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 15, 2025 and by the NMFA's Board of Directors on June 26, 2025, 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 D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the
New Mexico Finance Authority:

VIRTUE & NAJJAR, PC

By _____
Carla R. Najjar

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Mark Chaiken, General Counsel

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

(SEAL)

By _____
Angela A. Torres, City Clerk-Treasurer

EXHIBIT "A"

TERM SHEET

**\$191,000 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 and wastewater system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as financing the planning of a city-wide wastewater collection system Preliminary Environmental Report and shall include such other related work and revisions necessary to complete the Project.
Grant Amount:	\$171,900
Loan Amount:	\$19,100
Administrative Fee:	0.25%
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 pledged to the payment of the Loan Amount and Administrative Fee pursuant to the Resolution and this Loan/Grant Agreement

Outstanding Senior Obligations for Pledged Revenues:	None
---	------

Outstanding Parity Subordinate Obligations for Pledged Revenues:	NMFA Loan CIF-6441, matures 2046; NMFA Loan CIF-6442, matures 2046; and NMFA Loan WPF-6323, matures 2046.
Authorizing Legislation:	Borrower/Grantee Resolution No. 10 25/26, adopted September 10, 2025
Local Match:	\$19,100, as calculated pursuant to Section 2.3 of the Policies
Closing Date:	October 24, 2025
Project Account Deposit:	\$191,000

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:

All Conditions defined in the Agreement.

EXHIBIT "B"

**FORM OF REQUISITION
(Colonias Infrastructure Project Fund)**

RE: \$191,000 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-6738

Closing Date: October 24, 2025

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: \$19,100

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 and Administrative Fee shall be payable by the Borrower/Grantee to the NMFA in twelve (12) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2037. The Loan Amount and Administrative Fee shall be pre-payable upon expiration of the Interim Period without penalty.

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-6738 Project Name: Municipal WW Collection system Preliminary Environmental Report (PER) Project Type: Planning - Water and wastewater
Reporting Period: From _____ To _____ ☐ Quarterly Project Report: ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ Final Project Report ☐ Other _____	
CIF Funding Expiration: _____ Total CIF Award: \$ _____ Current Balance: \$ _____ Loan 10% Grant 90_% Match \$19,100 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: \$191,000 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-6738

Closing Date: October 24, 2025

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 25/26 adopted by the Borrower/Grantee on July 9, 2025
2. Resolution No. 10 25/26 adopted on September 10, 2025, Notice of Meeting, Meeting Agenda, Minutes, and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right-of-Way Certificate of 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)

\$ 191,000
CITY OF TRUTH OR CONSEQUENCES,
SIERRA, NEW MEXICO
COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT
NO. CIF-6738

STATE OF NEW MEXICO	)	GENERAL AND NO LITIGATION
	) ss.	CERTIFICATE
COUNTY OF SIERRA	)	

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk-Treasurer for the City of Truth or Consequences (the "Borrower/Grantee") in the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. 10 25/26 adopted by the Governing Body of the Borrower/Grantee on September 10, 2025 (the "Resolution") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing incorporated municipality under the laws of the State of New Mexico.

2. The Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.

3. From at least May 15, 2025 to and including the date of this Certificate, the following were and now are the duly chosen qualified and acting officers of the Borrower/Grantee:

Mayor:	Rolf Hechler
Mayor Pro Tem:	Amanda Forrister
Commissioners:	Merry Jo Fahl Ingo Hoepfner Destiny Mitchell
City Manager:	Gary Whitehead
City Clerk-Treasurer:	Angela A. Torres

4. Based on data collected during the 2023 New Mexico Census, the population of the City of Truth or Consequences is at least 75% English speaking.

5. Notice of adoption of the Resolution was published in English in the *Sierra County Sentinel*, a newspaper qualified to publish legal notices that is of general circulation in the City of Truth or Consequences, New Mexico.

6. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority, as authorized by the Resolution.

7. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

8. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article IX of the Loan/Grant Agreement has occurred.

9. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (b) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement (c) the execution and delivery of the Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement. No referendum petition or request for an election has been filed with respect to the Resolution or Loan Agreement under the provisions the laws, bylaws, rules, regulations or other governance document of the Borrower/Grantee or the State with respect to the Resolution or the Loan/Grant Agreement.

10. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

11. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

12. To our knowledge and belief after due investigation, neither the Mayor, the City Clerk-Treasurer, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

13. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at Commission Chambers at 405 W. Third

Street, Truth or Consequences, New Mexico 87901, the principal meeting place of the Borrower/Grantee.

14. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution, adopted and approved by the Governing Body on July 9, 2025, establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 01 25/26 which resolution was effective on September 10, 2025 and has not been amended, repealed or rescinded.

15. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended.

16. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

17. The Mayor and the City Clerk-Treasurer, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

18. This Certificate is for the benefit of the NMFA and the Colonias Infrastructure Board.

19. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 24th day of October, 2025.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

(SEAL)

By _____
Rolf Hechler, Mayor

By _____
Angela A. Torres, City Clerk-Treasurer

\$191,000
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT
NO. CIF-6738

STATE OF NEW MEXICO)
) ss. DELIVERY, DEPOSIT AND
COUNTY OF SIERRA) CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk-Treasurer of the City of Truth or Consequences, Sierra County, New Mexico (the "Borrower/Grantee"):

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement between the Borrower/Grantee and the New Mexico Finance Authority (the "NMFA" or "Lender/Grantor"), in the aggregate principal amount of one hundred ninety-one thousand dollars (\$191,000) (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Resolution No. 10 25/26 (the "Resolution") adopted on September 10, 2025 relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals one hundred seventy-one thousand nine hundred dollars (\$171,900) and the Loan Amount equals nineteen thousand one hundred dollars (\$19,100), as such terms are defined in the Loan/Grant Agreement.

2. The undersigned acknowledge that the Loan/Grant Amount, as defined in the Loan/Grant Agreement, is available for disbursement to the Borrower/Grantee pursuant to the terms of Section 5.2 of the Loan/Grant Agreement upon transmission of payment requisitions to the NMFA in substantially the form attached as Exhibit "B" to the Loan/Grant Agreement, with supporting documentation as provided in the Loan/Grant Agreement, and will be used as set forth in the Resolution and the Loan/Grant Agreement.

WITNESS our hands this 24th day of October, 2025.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

By _____
Angela A. Torres, City Clerk-Treasurer

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has on the date of this Certificate, received the Loan/Grant Agreement for Project No. CIF-6738 from the City of Truth or Consequences, Sierra County, New Mexico.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

\$191,000
CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO
COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT
NO. CIF-6738

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Truth or Consequences (the "Borrower/Grantee"), a municipality in the County of Sierra and the State of New Mexico, hereby certifies:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the design of the facilities to be designed with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority (the "Project"), or that the Borrower/Grantee has acquired and presently holds, or will acquire if needed to complete the Project, continuous and adequate easements, rights-of-way, permits or requisite access on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired, or will acquire if needed to complete the Project, by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, other instruments, or by the exercise of the power of eminent domain.
3. The Borrower/Grantee has the power of eminent domain and is legally required pursuant to Section 2.1 (u) and Section 5.1(b) of the Loan/Grant Agreement to exercise such power for the purpose of acquiring proper title to or easements, right-of-way or permits on the real property on which the Project will be conducted, if necessary to complete the Project.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Truth or Consequences, New Mexico as of this 24th day of October, 2025.

Jaime F. Rubin,
Attorney for Borrower/Grantee
314 Main Avenue,
Truth or Consequences, New Mexico, 87901

October 24, 2025

New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505

Re: \$191,000 Colonias Infrastructure Project Fund Loan/Grant to the
City of Truth or Consequences, Sierra County, New Mexico, CIF-6738

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the one hundred ninety-one thousand dollars (\$191,000) Colonias Infrastructure Project Fund Loan/Grant Agreement dated October 24, 2025 (the "Loan/Grant Agreement") by and between the City of Truth or Consequences, Sierra County, New Mexico, New Mexico (the "Borrower/Grantee") and the New Mexico Finance Authority (the "NMFA" or "Lender/Grantor"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, and municipality NMSA 1978, §§ 3-31-1 through 3-31-12, as amended, and the Borrower/Grantee's Resolution No. 10 25/26, adopted on September 10, 2025 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds to finance the costs of planning a city-wide wastewater collection system Preliminary Environmental Report, as described in the Loan/Grant Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Borrower/Grantee contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Borrower/Grantee's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the on revenues of the Borrower/Grantee received pursuant to the Tax Ordinance, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.

2. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan/Grant Agreement is payable solely from and such payment is secured by a valid and binding lien on the Pledged Revenues as set forth in the Loan/Grant Agreement. The Lender/Grantor has no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Borrower/Grantee.

4. The Loan/Grant Agreement is a valid and binding obligation of the Lender/Grantor and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan/Grant Agreement and the Resolution with respect to indemnification provisions requiring that amendments be in writing or payment of attorneys' fees. This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Lender/Grantor and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressee hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

VIRTUE & NAJJAR, PC

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505

Re: City of Truth or Consequences, Sierra County, New Mexico
\$191,000 Loan/Grant No. CIF-6738

Ladies and Gentlemen:

I am an attorney representing the City of Truth or Consequences, New Mexico (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority ("NMFA" or "Lender/Grantor") and the New Mexico Colonias Infrastructure Board ("CIB") are relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 10 25/26 adopted by the Governing Body of the Borrower/Grantee on September 10, 2025 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The City of Truth or Consequences Colonias Infrastructure Project Fund Application dated March 5, 2025, the New Mexico Colonias Infrastructure Board Approval dated May 15, 2025 and the NMFA Board Approval dated June 26, 2025 for Loan/Grant No. CIF-6738 (the "Application" and the "Approval," respectively), relating to the Project.
- (2) ~~The statutes creating or authorizing the creation of the Borrower/Grantee documents creating the Borrower/Grantee.~~
- (3) The Annual Open Meetings Act Resolution or resolutions of the Borrower/Grantee in effect on September 10, 2025 and on October 24, 2025.

- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the legal action of the Borrower/Grantee relating to (a) the selection of its Mayor, City Commission and City Clerk-Treasurer; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) cost estimates for the Project; (e) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (f) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (g) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the CIB, acting through the NMFA; (h) the Resolution authorizing the Authorized Officers of the Borrower/Grantee to execute necessary documents to obtain the Loan/Grant for the Project; (i) all necessary approvals for the Project from federal, State or local authorities; and (j) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.
- (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The 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 ("Tax Ordinances").

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing incorporated municipality under the laws of the State of New Mexico.
- B. The Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.

- C. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- D. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- E. The Borrower/Grantee has full legal right and authority:
 - (1) to conduct, design, acquire and complete the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above;
 - (3) to perform all acts required by such Loan/Grant documents to be done by it; and
 - (4) to own, operate and maintain the Project during its Useful Life.
- F. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- G. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- H. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates a lien on and pledges the revenues of the Tax Ordinance of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.
- I. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- J. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.

- K. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all Conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- L. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- M. Neither the Borrower/Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- N. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the NMFA and the CIB associated with the administration of the Colonias Infrastructure Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- O. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project to be designed with the proceeds of the Loan/Grant will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.

- P. The Borrower/Grantee has or will acquire, the requisite access needed to plan, design, survey, or acquire the proposed facilities and has acquired or will acquire all necessary permits, franchises, authorizations or other instruments as legally bound to acquire pursuant to the Loan/Grant Agreement and all necessary title, land rights, easements and rights-of-way that constitute the Project by legal conveyances or other instruments, or by exercise of its power of eminent domain. The Borrower/Grantee has the power of eminent domain and is legally required by Section 2.1(u) and Section 5.1(b) of the Loan/Grant Agreement to exercise such power for the purpose of acquiring proper title to, easements, rights of way or permits on the real property on which the Project will be conducted.
- Q. The Borrower/Grantee has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.
- R. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as noted herein.

Dated this 24th day of October, 2025.

Jaime F. Rubin,
Attorney for Borrower/Grantee
314 Main Avenue,
Truth or Consequences, New Mexico, 87901

SOURCES AND USES OF FUNDS**City of Truth or Consequences
Municipal WW Collection System PER****Sources:**

Bond Proceeds:	
Par Amount	19,100.00
Other Sources of Funds:	
CIF Grant Funds	171,900.00
	191,000.00

Uses:

Project Fund Deposits:	
Project Fund	- 191,000.00
	191,000.00

BOND SUMMARY STATISTICS**City of Truth or Consequences
Municipal WW Collection System PER**

Dated Date	10/24/2025
Delivery Date	10/24/2025
Last Maturity	06/01/2037
Arbitrage Yield	0.249670%
True Interest Cost (TIC)	0.249670%
Net Interest Cost (NIC)	0.250009%
All-In TIC	0.249670%
Average Coupon	0.250009%
Average Life (years)	7.142
Duration of Issue (years)	7.083
Par Amount	19,100.00
Bond Proceeds	19,100.00
Total Interest	341.06
Net Interest	341.06
Total Debt Service	19,441.06
Maximum Annual Debt Service	1,944.85
Average Annual Debt Service	1,675.55
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Loan Component	19,100.00	100.000	0.250%	7.142
	19,100.00			7.142

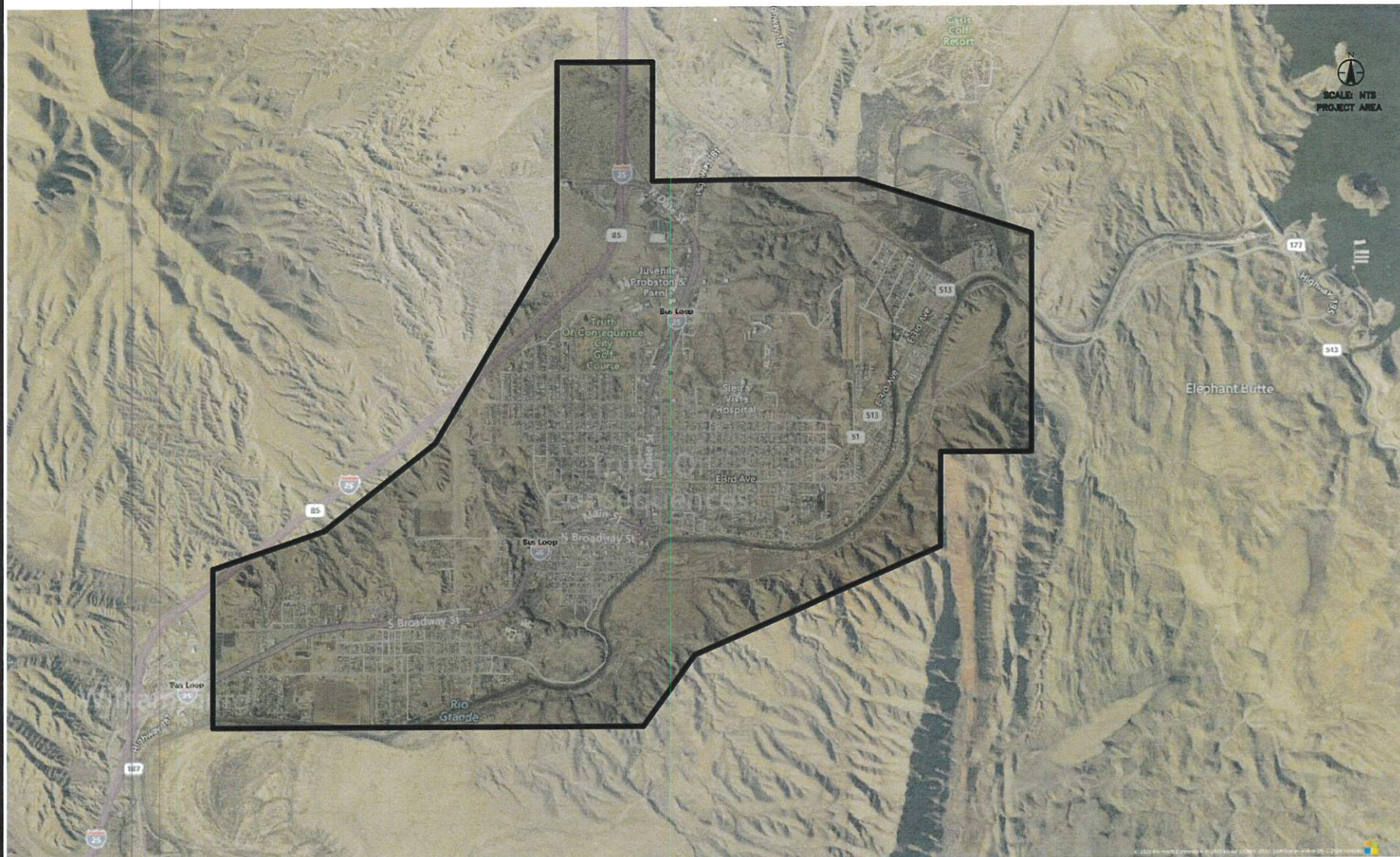
	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	19,100.00	19,100.00	19,100.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	19,100.00	19,100.00	19,100.00
Target Date	10/24/2025	10/24/2025	10/24/2025
Yield	0.249670%	0.249670%	0.249670%

BOND DEBT SERVICE**City of Truth or Consequences
Municipal WW Collection System PER**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2028	1,817	0.250%	124.28	1,941.28
06/01/2029	1,901	0.250%	43.21	1,944.21
06/01/2030	1,906	0.250%	38.46	1,944.46
06/01/2031	1,911	0.250%	33.69	1,944.69
06/01/2032	1,915	0.250%	28.91	1,943.91
06/01/2033	1,920	0.250%	24.13	1,944.13
06/01/2034	1,925	0.250%	19.33	1,944.33
06/01/2035	1,930	0.250%	14.51	1,944.51
06/01/2036	1,935	0.250%	9.69	1,944.69
06/01/2037	1,940	0.250%	4.85	1,944.85
	19,100		341.06	19,441.06

BOND SOLUTION**City of Truth or Consequences
Municipal WW Collection System PER**

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Existing Debt Service</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
06/01/2026							
06/01/2027							
06/01/2028	1,817	1,941	148,045	149,986	247,412	97,426	164.96%
06/01/2029	1,901	1,944	148,045	149,989	247,412	97,423	164.95%
06/01/2030	1,906	1,944	148,046	149,991	247,412	97,421	164.95%
06/01/2031	1,911	1,945	148,047	149,992	247,412	97,420	164.95%
06/01/2032	1,915	1,944	148,045	149,989	247,412	97,423	164.95%
06/01/2033	1,920	1,944	148,047	149,991	247,412	97,421	164.95%
06/01/2034	1,925	1,944	148,046	149,990	247,412	97,422	164.95%
06/01/2035	1,930	1,945	148,047	149,992	247,412	97,420	164.95%
06/01/2036	1,935	1,945	148,046	149,990	247,412	97,422	164.95%
06/01/2037	1,940	1,945	148,047	149,992	247,412	97,420	164.95%
	19,100	19,441	1,480,461	1,499,902	2,474,120	974,218	



TRUTH OR CONSEQUENCE, NM



Stantec

Stantec Consulting Services Inc.
6100 Seagull St NE #102b
Albuquerque, NM 87109
Tel: (505) 275-0022
www.stantec.com

Notes

Client/Project

City of Truth or
Consequence

Project No.

Title

2025 Colonias Application
Municipal WW Collection
System PER

Revision

Reference Sheet

Date

2025.02.11

Figure No.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: G.2

SUBJECT: Resolution No. 13 25/26 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: September 3, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 13 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

Resolution No 13 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 9-10-25



RESOLUTION NO. 13 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 **10th day of September, 2025**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
 FISCAL YEAR: 2025-26 9/10/2025
 DFA Resolution Number: 13 25/26
 BAR NUMBER 2

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	380	380-7058-32375	Elec-State Grants	Revenue	\$ -	\$ 641,341	\$ 641,341	NMDOT C0245014 - 2025 Electric Vehicle Infrastructure Grant Program
1	380	380-7058-80860	Elec-Infrastructure	Expense	\$ -	\$ 641,341	\$ 641,341	NMDOT C0245014 - 2025 Electric Vehicle Infrastructure Grant Program
1	380	380-7058-39935	Elec-Transfer In	Revenue	\$ -	\$ 641,341	\$ 641,341	NMDOT C0245014 - 2025 Electric Vehicle Infrastructure Grant Program
1	503	503-3702-49930	Elec-Transfer Out	Expense	\$ 481,356.00	\$ 641,341	\$ 1,122,697	NMDOT C0245014 - 2025 Electric Vehicle Infrastructure Grant Program
1	503	503-3702-39935	Elec-Transfer In	Revenue	\$ -	\$ 641,341	\$ 641,341	NMDOT C0245014 - 2025 Electric Vehicle Infrastructure Grant Program
1	380	380-7058-49930	Elec-Transfer Out	Expense	\$ -	\$ 641,341	\$ 641,341	NMDOT C0245014 - 2025 Electric Vehicle Infrastructure Grant Program
							\$ -	

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Rolf Hechler, Mayor

(Date)

Contract Number: _____
Vendor Number: 0000054340
Control Number: HW2C0245014

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Truth or Consequences, hereinafter called the “Grantee”. This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 94, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID I3324 NMDOT Control Number C0245014 **\$641,341**

APPROPRIATION REVERSION DATE: 6/30/2028

Laws of 2024, Chapter 66, Section 33, Subsection 94, Six Hundred Forty One Thousand Three Hundred Forty One Dollars and No Cents (**\$641,341**), to plan, design, construct and equip electric vehicle infrastructure statewide; 411McAdoo St, Truth of Consequences, NM 87901.

The Grantee’s total reimbursements shall not exceed Six Hundred Forty One Thousand Three Hundred Forty One Dollars and No Cents **\$641,341** (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if applicable, Zero Dollars and No Cents (**\$ 0.00**), which equals Six Hundred Forty

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

One Thousand Three Hundred Forty One Dollars and No Cents (**\$641,341**) (the “Adjusted Appropriation Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

² “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Truth or Consequences

Name: Bo Easley
Title: Electric Department Director
Address: , ,
Email: beasley@torcnm.org
Telephone: 505-894-6673

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 0 Office
Name: Andrew Gonzales
Title: Deputy Director- Special Projects
Address: 1128 Cerrillos Road, Santa Fe, NM 87504
Email: andrew.gonzales@dot.nm.gov
Telephone: 505-699-0072

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
 - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in

Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the

subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Truth or Consequences' decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Truth or Consequences or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Truth or Consequences may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Truth or Consequences only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.
GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

By: Office of General Counsel

Date

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1			
I. Grantee Information (Make sure information is complete & accurate)		II. Payment Computation	
A.	Grantee: _____	B.	Grant Amount: _____
B.	Address: _____	C.	AIPP Amount (If Applicable): _____
	(Complete Mailing, including Suite, if applicable)	D.	Funds Requested to Date: _____
		E.	Amount Requested this Payment: _____
		F.	Reversion Amount (If Applicable): _____
	City _____ State _____ Zip _____	G.	Grant Balance: _____
C.	Phone No: _____	H.	☐ GF ☐ GOB ☐ STB (attach wire if first draw)
D.	Grant No: _____	I.	☐ Final Request for Payment (if Applicable)
E.	Project Title: _____		
F.	Grant Expiration Date: _____		
III. Fiscal Year : _____ (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. ☐ Reporting Certification: I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.			
V. ☐ Compliance Certification: Under penalty of law , I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date: _____		Date: _____	
(State Agency Use Only)			
Vendor Code: _____		Fund No.: _____	
		Loc No.: _____	
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division Fiscal Officer		Division Project Manager	
Date		Date	

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

~~1-Administrative and/or Indirect Cost-- generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.~~

NMDOT ATTACHMENT A

The City of Truth or Consequences shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Truth or Consequences shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

1.

Certificate Of Completion

Envelope Id: C6988881-1682-4A80-B7EF-01F693A77903

Subject: C0245014_City of T or C_EV Capital Agreement

Source Envelope:

Document Pages: 17

Certificate Pages: 5

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:

Ismael Valdez

1120 Cerrillos Rd.

Santa Fe, NM 87505

ismael.valdez@dot.nm.gov

IP Address: 164.64.74.20

Record Tracking

Status: Original

8/11/2025 9:18:30 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Ismael Valdez

ismael.valdez@dot.nm.gov

Pool: StateLocal

Pool: Department of Transportation

Location: DocuSign

Location: Docusign

Signer Events

Bo Easley

beasley@torcnm.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/11/2025 9:40:27 AM

ID: a9b3410f-989d-45c8-aa09-54f1c2541b33

John Newell

JohnP.Newell@dot.nm.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Ricky Serna

Ricky.Serna@dot.nm.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Signature**Timestamp**

Sent: 8/11/2025 9:21:14 AM

Viewed: 8/11/2025 9:40:27 AM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Andrew Gonzales

andrew.gonzales@dot.nm.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/23/2024 9:37:38 AM

ID: 827b7b09-dee0-4147-8249-5bb2abb82cb0

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/11/2025 9:21:15 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Daniel.Garcia@doit.nm.gov

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Daniel.Garcia@doit.nm.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New Mexico Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New Mexico Department of Transportation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: G.3

SUBJECT: Accept an Application for a Local Economic Development Act Agreement and Approve Resolution No. 14 25/26 Authorizing the City of Truth or Consequences to enter into a Project Participation Agreement with Love's Travel Stops & Country Stores

DEPARTMENT: Community Development

DATE SUBMITTED: September 4, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Gary Whitehead – City Manager/Traci Alvarez-Assistant City Manager

Summary/Background:

Love's Travel Stops & Country Stores proposes the construction and operation of a new Love's Travel Stop facility within the City of Truth or Consequences. The project represents a significant private investment and includes public infrastructure improvements that will provide long-term benefits to the community.

The Local Economic Development Act ("LEDA"), NMSA 1978, §§ 5-10-1 to 5-10-13, authorizes municipalities to provide certain public support for economic development projects which foster, promote, and enhance local economic growth and employment

Love's Commitments

- Create and maintain a minimum of eight (8) full-time jobs (or 400 annual work hours).
- Maintain continuous business operations for a minimum of thirty-six (36) months.
- Extending a brand-new sewer line to connect to the City's sewer main, constructed to City standards and dedicated for future public use.
- Replace and upgrade the existing main waterline as part of site development.
- Provide annual reports to verify job creation and operational compliance.

City Commitments (Incentives & Discounts)

- Utility Rebate: 20% rebate on all utility services for 18 months.
- Impact Fee Credit: Full exemption from impact fees.
- Sewer Capacity Fee Reimbursement: Including reimbursement of future connection fees tied to the constructed sewer line.
- Electric Utility Construction Discount: Credits for a transformer, labor, and City-provided equipment for installation.

Benefits to the City

- Creation of new full-time jobs.
- Expansion of the City's tax base.
- Improved public infrastructure (new sewer line and upgraded waterline).
- Enhanced services for residents and travelers.
- Strengthened economic growth through partnership under LEDA.

Recommendation:

Accept the Letter of Application from Love's Travel Stop and approve Resolution 14 25/26 authorizing City Manager, Mayor, and City Attorney to execute the Project Participation Agreement with Love's

Attachments:

- Love's Letter of Application
- Code of Ordinances-Chapter 2 – Administration-Article VII. Economic Development Plan

- Estimated Discount Electrical Installation
- Code of Ordinances-Chapter 14 – Utilities – Article II Utility Dept – Sec. 14-52 – Discounted Utility Rates
- Proposed Electrical Installation Costs
- Resolution 14 25/26
- Draft Participation Agreement

Fiscal Impact (Finance): TBD

[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 9-10-25



10601 North Pennsylvania Avenue, Oklahoma City, OK 73120
www.loves.com

Sept. 5, 2025

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

Re: Application for Local Economic Development Act Agreement

Dear Mr. Whitehead

Love's Travel Stops & Country Stores respectfully submits this letter of application to the City of Truth or Consequences requesting consideration for entry into a Local Economic Development Act (LEDA) agreement. Our company is committed to investing in the community and supporting economic growth through the construction and operation of a new Love's Travel Stop within the city limits.

As part of this investment, Love's Travel Stops will:

- Create and maintain a minimum of eight (8) full-time jobs, or the equivalent of at least 400 annual hours of work.
- Maintain operations and keep the facility open for a minimum of thirty-six (36) months.
- Extend a brand new sewer line to connect to the City's sewer main, at Love's expense, and dedicate it for future City connections.
- Replace and upgrade a main waterline as part of site development, improving utility capacity for the area.

In return, we respectfully request the City's support through the following proposed utility construction discounts and incentives:

1. Utility Rebate Structure – An 18-month utility rebate consisting of a 20% rebate on all utility services, as specified in monthly utility billings.
2. Impact Fee Credit – A full credit against required impact fees, so that Love's will not be responsible for these costs.
3. Sewer Capacity Fee Reimbursement – Reimbursement of sewer capacity fees, with the understanding that future connections to the newly constructed sewer line would result in those fees being reimbursed to Love's.
4. Electric Utility Construction Discount – A discount on electric utility construction, including credits for the cost of the transformer, labor, and equipment provided by the City for installation.

We understand that the City will rely upon the provisions of the Local Economic Development Act to justify these discounts and incentives. Should this application be approved, an agreement will be drafted, reviewed by legal counsel for both parties, and executed to formalize the commitments outlined above.

Love's Travel Stops is excited about the opportunity to invest in Truth or Consequences and partner with the City to bring new jobs, services, and economic activity to the community. We look forward to working together on this important project.

Thank you for your consideration of our application. Please do not hesitate to contact me at 405-203-5900 or



10601 North Pennsylvania Avenue, Oklahoma City, OK 73120
www.loves.com

chad.bruner@loves.com with any questions or to discuss the proposal further.

Sincerely,

A handwritten signature in blue ink, appearing to read "CBruner".

Chad Bruner
Sr. Director of Real Estate
Love's Travel Stops & Country Stores. Inc

ARTICLE VII. ECONOMIC DEVELOPMENT PLAN¹

Sec. 2-435. Local Economic Development Plan.

This article may be cited as the "Local Economic Development Plan Ordinance".

(Ord. No. 668, § 2, 1-12-16)

Sec. 2-436. Authority.

The Local Economic Development Plan Ordinance is enacted pursuant to the statutory authority conferred upon municipalities and counties to allow public support of economic development (NMSA 1978 §§ 5-10-1—5-10-13). This article is adopted as part of the City's Economic Development Plan.

(Ord. No. 668, § 2, 1-12-16)

Sec. 2-437. Purpose.

- (a) The purpose of the Local Economic Development Plan Ordinance is to allow public support of economic projects to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources. Further, the purpose of the Economic Development Plan shall be to promote the establishment of any economic development projects that may qualify under the Act, and be approved by the City Commission, and any partner or partner under a joint power agreement if applicable.
- (2) Local Economic Development Act. The City Commission shall have authority pursuant to this article and the Economic Development Plan to exercise the full powers permitted in the Act, except as specifically provided in this article.

(Ord. No. 668, § 2, 1-12-16)

Sec. 2-438. Restrictions on public expenditures or pledges of credit.

No local or regional government shall provide public support for economic development projects as permitted pursuant to Article 9, Section 14 of the Constitution of New Mexico except as provided in the Local Economic Development Act or as otherwise permitted by law.

(Ord. No. 668, § 2, 1-12-16)

¹Editor's note(s)—Ord. No. 668, §§ 1, 2, adopted Jan. 12, 2016, repealed the former Art. VII, §§ 2-435—2-446, and enacted a new Art. VII as set out herein. The former Art. VII pertained to similar subject matter and derived from Ord. No. 447, §§ 1—12, adopted June 23, 1997.

Sec. 2-439. Economic development project applications.

- (a) Any qualifying entity meeting the definition set forth in the Act may propose an economic development project to the City Commission. Meeting the definition of a qualifying entity does not create any obligation on the part of the City of Truth or Consequences.
- (b) It is the intent of the City Commission to evaluate the form and extent of aid provided to qualifying entities (as defined in the Act), the security to be provided to the City of Truth or Consequences and other details of each economic development project on a case-by-case basis depending on the particular circumstances of each proposed project.
- (c) The City Commission may negotiate with a qualifying entity on the type or amount of assistance to be provided or on the scope of the economic development project.

(Ord. No. 668, § 2, 1-12-16)

Sec. 2-440. Project participation agreement.

- (a) The qualifying entity shall enter into a project participation agreement with the City of Truth or Consequences.
- (b) Public support provided for an economic development project shall be in exchange for a substantive contribution from the qualifying entity. The contribution shall be of value and may be paid in money, in-kind services, jobs, expanded tax base, property or other thing or service of value for the expansion of the economy.
- (c) The qualifying entity shall provide security to entity's obligations based on terms stated in the project participation agreement and pursuant to the Act.

(Ord. No. 668, § 2, 1-12-16)

Sec. 2-441. Plan and project termination.

At any time after approval, the City Commission of the City of Truth or Consequences may enact an ordinance terminating the economic development plan and dissolving or terminating any or all projects. An ordinance repealing an economic development plan shall not be effective unless the ordinance provides for satisfying existing contracts and the rights of the parties arising from those contracts.

(Ord. No. 668, § 2, 1-12-16)

Sec. 2-442. Adoption of State Statute.

The New Mexico Local Economic Development Act (NMSA 1978 §§ 5-10-1—5-10-13), together with all amendments, is hereby adopted by reference as though the same were set forth at length herein.

(Ord. No. 668, § 2, 1-12-16)



City of Truth or Consequences Electric

505 Sims, Truth or Consequences, NM, 87901
575-894-6673 Ext. 372

INVOICE # 07282025

Date: 07/14/2025

BILL TO

Loves Travel Stop

Job Description: Conversion of existing single phase line to three phase line. New 3 phase overhead tap to Loves Travel Stop. New underground feed to 750KVA padmount transformer.

ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
750KVA 3Ph Transformer 12470GrY/7200	1	\$31,038.00	\$31,038.00
This quote/invoice was compiled based on engineer's			\$0.00
drawings and, as such, is subject to possible changes			\$0.00
when more accurate data is provided to The City of Truth			\$0.00
or Consequences Electric Department. These changes			\$0.00
may be in favor of the Quotee or The City of Truth or			\$0.00
Consequences.			\$0.00

Subtotal

\$31,038.00

Tax rate

8.375%

Additional costs

TOTAL COST

\$33,637.43

Make all checks payable to City of Truth or Consequences

If you have any questions concerning this invoice please contact the department below:

City of Truth or Consequences Electric Department- 575-894-6673 ext. 372

THANK YOU FOR YOUR BUSINESS!

Invoice Submitted by: _____



City of Truth or Consequences Electric

505 Sims, Truth or Consequences, NM, 87901
575-894-6673 Ext. 372

INVOICE # 07282025

Date: 07/14/2025

BILL TO

Loves Travel Stop

Job Description: Conversion of existing single phase line to three phase line. New 3 phase overhead tap to Loves Travel Stop. New underground feed to 750KVA padmount transformer.

ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Equipment-Digger Derrick	23	\$45.00	\$1,035.00
Equipment-Bucket Truck	25	\$45.00	\$1,125.00
Equipment-Bucket Truck	26	\$45.00	\$1,170.00
Equipment-Reel Trailer	20	\$45.00	\$900.00
Labor	79	\$25.00	\$1,975.00
Labor	79	\$25.00	\$1,975.00
Labor	77	\$25.00	\$1,925.00
Labor	77	\$25.00	\$1,925.00
Labor	77	\$25.00	\$1,925.00
This quote/invoice was compiled based on engineer's			\$0.00
drawings and, as such, is subject to possible changes			\$0.00
when more accurate data is provided to The City of Truth			\$0.00
or Consequences Electric Department. These changes			\$0.00
may be in favor of the Quotee or The City of Truth or			\$0.00
Consequences.			\$0.00

Subtotal

\$13,955.00

Tax rate

8.375%

Additional costs

TOTAL COST

\$15,123.73

Sec. 14-52. Discounted utility rates.

(a) *Definitions.* The definitions of the following terms are given as used within this section.

Eligible large business. Any manufacturing, industrial or large retail business that employs eight or more full-time employees or employs sufficient full- and part-time employees such that total payroll hours exceed 400 hours per week.

Owner/proprietor. The owner of a business who also serves as its full-time, on-site manager.

Utilities. All city owned utilities, electric, water, waste water, and solid waste.

(b) *Applicability.*

- (1) Any new eligible businesses opening within the city limits are eligible for discounted utility rates, as described below, for 18 months after opening. The discount will be applied to the first 18 utility bills after the business opens. The discount is applied to the base utility bill prior to taxes.
- (2) The business must remain within the city limits for 36 months after the opening date, and maintain the required level of employment through that period, or the discounted utility payments must be paid back to the City Utility Department.
- (3) The eligible business must contact the City Utility Office prior to opening and submit a written request for the discounted utility rates. The agreement will be formalized via an addendum to the customer's contract for City utility services.

(c) *Discounted rates.*

- (1) *Large business discount.* Any new eligible large business will receive a 20 percent discount on utility payments for the first 18 months after opening.

(Ord. No. 504, 12-26-01; Ord. No. 674, § 1, 10-25-16)

Editor's note(s)—Ord. No. 504, adopted Dec. 26, 2001, did not specifically amend the Code. At the editor's discretion, it has been included herein as § 14-52.

Sec. 4-415. Credits against facilities fees.

Any construction of, contributions to or dedications of on-site or off-site facilities, improvements, or real or personal property with off-site benefits not required to serve the new development, in excess of minimum City standards established by a previously adopted and valid ordinance or regulation and required by the City as a condition of development approval, shall be credited against development impact fees otherwise due from the development. The credit shall include the value of dedication of rights-of-way or easements or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks or curbs.

(Ord. No. 563, 11-14-06)



City of Truth or Consequences Electric

505 Sims, Truth or Consequences, NM, 87901
575-894-6673 Ext. 372

INVOICE # 07282025

Date: 07/14/2025

BILL TO

Loves Travel Stop

Job Description: Conversion of existing single phase line to three phase line. New 3 phase overhead tap to Loves Travel Stop. New underground feed to 750KVA padmount transformer.

ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Clevis	16	\$12.16	\$194.56
Spool	16	\$3.33	\$53.28
45' Class 2 Pole	1	\$1,547.00	\$1,547.00
50' Class 2 Pole	1	\$1,791.00	\$1,791.00
40' Class 2 Pole	10	\$1,476.00	\$14,760.00
15KV Load Break Elbow	3	\$74.88	\$224.64
MB-4 Bracket	3	\$34.22	\$102.66
Stem Connector	3	\$28.81	\$86.43
5641 Termination Kit	3	\$70.44	\$211.32
4" X 10' Conduit	3	\$248.68	\$746.04
Stand off Bracket	3	\$79.87	\$239.61
4" Strap	3	\$18.90	\$56.70
Cut-Out Fuse	3	\$174.50	\$523.50
10KV Lightning Arrestor	3	\$73.27	\$219.81
2/0 ACSR	9200	\$0.33	\$3,036.00
8' Dead End Fiberglass Crossarm	9	\$329.23	\$2,963.07
8' Tangent Fiberglass Crossarm	7	\$212.00	\$1,484.00
3/8" Guy Wire	330	\$0.68	\$224.40
Guy Strain Insulator	11	\$3.22	\$35.42

Subtotal

\$37,288.34

Tax rate

8.375%

Additional costs

TOTAL COST

\$40,411.24

Make all checks payable to City of Truth or Consequences

If you have any questions concerning this invoice please contact the department below:

City of Truth or Consequences Electric Department- 575-894-6673 ext. 372

THANK YOU FOR YOUR BUSINESS!

Invoice Submitted by: _____



RESOLUTION NO. 14 25/26

A RESOLUTION AUTHORIZING THE CITY OF TRUTH OR CONSEQUENCES TO ENTER INTO A PROJECT PARTICIPATION AGREEMENT WITH LOVE'S TRAVEL STOPS & COUNTRY STORES, PURSUANT TO THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA), NMSA 1978, §§ 5-10-1 TO 5-10-13

WHEREAS, the Local Economic Development Act ("LEDA"), NMSA 1978, §§ 5-10-1 to 5-10-13, authorizes municipalities to provide certain public support for economic development projects which foster, promote, and enhance local economic growth and employment; and

WHEREAS, Love's Travel Stops & Country Stores ("Love's") has applied to the City of Truth or Consequences (the "City") for consideration under LEDA for the construction and operation of a new travel stop facility; and

WHEREAS, Love's has committed to (a) creating and maintaining a minimum of eight (8) full-time jobs or the equivalent of at least 400 annual hours of work, (b) maintaining business operations for a minimum of thirty-six (36) months, and (c) constructing significant public utility improvements by extending a brand new sewer line to connect to the City's sewer main and replacing and upgrading a main waterline; and

WHEREAS, the City, in support of the project and in accordance with LEDA, desires to provide the following incentives and discounts:

1. An 18-month utility rebate consisting of a 20% rebate on all utility services, as specified in monthly billing.
2. An impact fee credit, exempting Love's from payment of impact fees.
3. Sewer capacity fee reimbursement, with reimbursement of fees attributable to future connections to the newly constructed sewer line.
4. An electric utility construction discount, including credits for transformer cost, labor, and City-provided equipment for installation.

WHEREAS, the governing body finds that the project will promote economic development and will benefit the City by creating new jobs, expanding the tax base, providing new services to residents and travelers, and enhancing public infrastructure; and

WHEREAS, the City and Love's will enter into a written Project Participation Agreement (PPA), as required under LEDA, to specify the terms, conditions, and mutual obligations of the parties.

PROJECT PARTICIPATION AGREEMENT

Between the City of Truth or Consequences, New Mexico and Love's Travel Stops & Country Stores

This Project Participation Agreement ("Agreement") is entered into this ___ day of _____, 2025, by and between the City of Truth or Consequences, New Mexico (the "City") and Love's Travel Stops & Country Stores ("Love's"), pursuant to the Local Economic Development Act (LEDA), NMSA 1978, §§ 5-10-1 to 5-10-13.

1. Purpose – Establish terms and conditions under which the City will provide incentives and utility construction discounts to Love's in exchange for job creation, infrastructure commitments, business operation, and economic development.

2. Project Description – Construction and operation of a new Love's Travel Stop facility in Truth or Consequences, NM.

3. Love's Commitments – Love's agrees to:

- a. Job Creation – Create and maintain at least eight (8) full-time equivalent jobs, each averaging no less than 30 hours per week, within 12 months of commencing operations.
- b. Business Operations – Maintain continuous operations for a minimum of 36 months from commencement.
- c. Compliance – Comply with all federal, state, and local laws, codes, and regulations.
- d. Reporting – Provide annual reports verifying job creation, payroll records, and operational status.
- e. Infrastructure Improvements – Extend and construct a new sewer line connecting the project to the City's sewer main, and replace and upgrade an existing main waterline as part of site development. These improvements shall be constructed to City standards and dedicated for ongoing public use.

4. City Commitments – The City agrees to provide:

- Utility Rebate: 18-month, 20% rebate on all utility services.
- Impact Fee Credit: Exemption from impact fees.
- Sewer Capacity Fee Reimbursement: Including reimbursement of future connection fees tied to the constructed sewer line.
- Electric Utility Construction Discount: Credits for transformer, labor, and City-provided equipment.

The total estimated value of incentives shall not exceed \$_____.

5. Term – This Agreement shall remain in effect until all commitments are satisfied, but not less than 36 months from commencement of operations.

6. Clawback Provisions – Failure to meet commitments shall trigger repayment:

a. Job Creation Shortfall – Repayment equal to \$_____ per job not created/maintained, calculated pro rata.

b. Early Closure – If operations cease before 36 months, repayment is prorated:

Repayment = Incentives × (36 – Months of Operation) ÷ 36.

c. Combination – If both job shortfalls and early closure occur, the greater repayment amount applies.

d. Repayment Schedule – Repayments due within 90 days of demand; unpaid balances accrue 6% annual interest.

7. Monitoring and Reporting – Annual compliance reports by Love's; City may audit to verify compliance.

8. Legal Authority – Authorized under LEDA and City Resolution No. [XXXX].

9. Governing Law – State of New Mexico.

10. Entire Agreement – Amendments require written consent of both parties.

Signatures:

CITY OF TRUTH OR CONSEQUENCES

By: _____ [Mayor's Name], Mayor

ATTEST:

_____ [City Clerk's Name], City Clerk

LOVE'S TRAVEL STOPS & COUNTRY STORES

By: _____ [Authorized Representative's Name], [Title]



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: H.1

SUBJECT: Discussion/Action: Series 2025 General Obligation Bonds

DEPARTMENT: Community Development

DATE SUBMITTED: September 4, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Mark Valenzuela, Bosque Advisors, LLC

Summary/Background:

Mark Valenzuela from Bosque Advisors, LLC will update the Commission on the process of proceeding with the sale of the next set of Bonds

Recommendation:

Approve City Manager to work with Mark Valenzuela on applicable documents

Attachments:

- Draft Bond Schedule
-

Fiscal Impact (Finance): TBD

[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 9-10-25

City of Truth or Consequences, NM - Series 2025 General Obligation Bonds
\$790,000

Finance Calendar - (Preliminary, Subject to Change)

Date Due	Item or purpose	Notes
Tuesday, February 11, 2025	Discuss plan of finance	City, Bond Advisor
Wednesday, February 26, 2025	DRAFT NMFA Application due for April 2025 Board Meeting	Bond Advisor
Thursday, February 27, 2025	Finalize plan of finance to align with capital projects schedule	City, Bond Advisor
Wednesday, March 26, 2025	Presentation to Commission - Plan for remaining GO Bonds	City, Bond Advisor
Wednesday, September 24, 2025	City Commission adopts NMFA Application Resolution and First Reading of Ordinance with Delegated Authority to City Manager	Bond Counsel, Bond Advisor
Thursday, September 25, 2025	Submit First Reading of Bond Ordinance to Newspaper	Bond Counsel
Friday, September 26, 2025	Publish Bond Ordinance Adoption in Newspaper	<i>Sentinal</i>
Tuesday, October 7, 2025	Submit signed application to NMFA and other information	Bond Advisor
Tuesday, October 14, 2025	Submit draft Bond Ordinance to City with Agenda Item	Bond Counsel
Wednesday, October 22, 2025	City Commission public hearing on Bond Ordinance with Delegated Authority to City Manager	Bond Counsel, Bond Advisor
Thursday, October 23, 2025	Submit Commission adoption of Bond Ordinance to Newspaper	Bond Counsel
Friday, October 24, 2025	Publish Bond Ordinance Adoption in Newspaper - 30-day Statute of Limitations Starts	<i>Sierra County Sentinel</i>
Thursday, October 23, 2025	NMFA distributes loan summary, preliminary debt schedule (DSS), credit assessment	
Thursday, October 23, 2025	NMFA Board Meeting to Approve Loan Application	City, Bond Advisor
Monday, October 27, 2025	Sets Final Interest Rates, Finalize DSS, Bond Purchase Agreement	City, Bond Advisor, NMFA
Monday, October 27, 2025	Review DRAFT Sales Certificate and Bond Ordinance	Bond Advisor, Bond Counsel
Tuesday, October 28, 2025	Final Sales Certificate and Bond Ordinance	City, Bond Counsel
Wednesday, November 12, 2025	Distribute DRAFT Closing Documents	Bond Counsel
Monday, November 17, 2025	Distribute DRAFT Closing Instructions	Bond Advisor
Tuesday, November 18, 2025	Submit Bonding Capacity Certificate to Local Government Division	Bond Advisor
Tuesday, November 18, 2025	Comments on closing documents and closing instructions due	All
Tuesday, November 25, 2025	30-day Limitation of Action Period Expires	
Monday, November 24, 2025	Pre-closing, document signing	All
Tuesday, November 25, 2025	Documents delivered to NMFA Attorneys, NM Department of Justice	Bond Counsel
Monday, December 1, 2025	Distribute Final Closing Instructions and Requisitions	Bond Advisor
Tuesday, December 2, 2025	DFA Local Government Division submits approval	Bond Advisor
Thursday, December 4, 2025	NM Department of Justice submits approval	Bond Counsel
Friday, December 5, 2025	Close transaction	Group



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: H.2

SUBJECT: Approval of Electrical Distribution Total System Asset Management Plan.
DEPARTMENT: City Manager's Office
DATE SUBMITTED: September 5, 2025
SUBMITTED BY: City Manager's Office
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

T & D Services will present the Distribution System Performance Assessment of the electrical system at the beginning of the meeting, and the governing body will have the chance at this section to further discuss and adopt the plan as presented.

Recommendation:

Approval.

Attachments:

- N/A

Fiscal Impact (Finance):

 Choose an item.

-

Legal Review (City Attorney):

 Yes

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-10-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: H.3

SUBJECT: Safety Corridor Implementation.
DEPARTMENT: Streets Dept.
DATE SUBMITTED: September 5, 2025
SUBMITTED BY: Streets Dept.
WHO WILL PRESENT THE ITEM: Brendan Anglin, Streets Dept.

Summary/Background:

Proposed implementation of safety corridors starting at 9th & Date Street, to Silver Street, and East on 9th to north Silver to the end of Smith and Date Street.

Recommendation:

Approval of proposed safety corridor.

Attachments:

- PowerPoint Presentation

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-10-25



Creating a Safer Community: Safety Corridor Implementation

Purpose of the Safety Corridor

Reduce crashes and improve safety near critical infrastructures (hospital zone, fire Dept, Assisted living, school zone)

Support Vision Zero and Safe Streets for All goals.

Prioritize vulnerable road users including pedestrians, patients, and medical staff.

Improve driver behavior in known high-risk areas.



Corridor Overview

Start Point: 9th & date Street to silver street

Path: East on 9th → North on Silver Street → End at smith and date

Total Length: (1.6) miles

Over head image
of proposed
safety corridor.





25MPH posted Speed limit

Entering School Zone Speed limit 15MPH between hour 7-4

Radar speed feedback posted here

Entering Safety corridor

25MPH fines D

Adding 25MPH sign

25PHM Posted speed sign

25MPH Posted Sign

25 MPH Fines are double

25MPH Posted Sign

Image © 2025 Airbus

Hospital Zone, Assisted living and school Speed Limits

Hospital Zone, Assisted living, school
Speed Limit: 25 MPH from the
intersection of 9th and Date to silver.
Then from Silver and Smith to Date
and Smith, the speed limit will remain
25MPH before and after school hours
and 15MPH during school hours and
25MPH during school breaks such as
spring, summer, winter



New Signage Plan

- Installation of
- Speed Limit (25 MPH) signs
- Hospital Zone Ahead warnings
- School Zone Ahead warnings
- Safety Corridor Begins/Ends markers
- Signage compliant with MUTCD standards
- High-visibility reflective materials for night safety
- Used to inform and remind drivers about the increased risks and rules.



Safe Streets for All. Alignment

Supports:

- Traffic calming measures
- Equity-based safety improvements
- Community health and accessibility

Encourages data-driven safety improvements

Coordination with:

- Local Police Department
- Automated speed monitoring (if applicable)
- Evaluation through crash data and speed studies
- **New Mexico:** Known for implementing some of the earliest Safety Corridors with high-visibility enforcement.



Benefits of Community Engagement

in Planning and Design



Align goals
with the
community



Get valuable
data for
planning



Increase
community
buy-in



Build trust
through
transparency

 maptionnaire

Community Engagement

Public outreach via:

- Flyers.
- Social Media.
- Hospital advertisement
- Public meetings
- Public Information Officer



Importance of Safety Corridors

Safety corridors are critical sections of roadways that have been designated to reduce accidents through enhanced enforcement, improved signage, public awareness campaigns, and engineering changes. These corridors are often targeted with double fines and strict traffic laws to promote safer driving behavior. According to the National Highway Traffic Safety Administration (NHTSA), roadway fatalities exceeded **42,000 in the U.S. in 2022**, with speeding and distracted driving being major contributors. Safety corridors help address these issues: **states that implemented safety corridors saw a 20–50% reduction in fatal and serious injury crashes** within a few years of enforcement. For example, in New Mexico, fatal crashes along certain designated corridors dropped by **34%** after implementation.

The effects of safety corridors extend beyond the road. neighborhoods benefit from fewer crashes, and enhanced pedestrian and cyclist safety. Less roadway trauma also eases the burden on nearby medical facilities. Hospitals located near high-crash corridors often experience surge-level emergency responses, which can delay care for other patients and strain resources.

In summary, safety corridors not only save lives directly on the road but also contribute to stronger, safer communities

Cost and longevity



Length: 1.6 miles



Scope: Signage only (no lighting, barriers, or pavement work)



Safety corridor signs \$300 – \$700 ea.



Signposts & mounts. \$100 – \$300 ea.



Total cost (signage-only): \$6,700 – \$8,000



Maintenance Every 3–5 years Replace damaged signs; clean & inspect



The total length of this project is projected to take one week depending on things such as shipping and availability

Report period: 2025-05-16 to 2025-08-13	
Count By Speed Range	
Speed (mph)	Count
1-5	231
6-10	292
11-15	3188
16-20	9017
21-25	6168
26-30	2016
31-35	273
36-40	15
41-45	4
46-50	0
51-55	0
56-60	0
61-65	0
66-70	0
71-75	0
76-80	0
81-85	0
86-90	0
91-95	0
96-100	0
Total	21204

Report period: 2025-05-19 to 2025-08-13	
Count By Speed Range	
Speed (mph)	Count
1-5	434
6-10	700
11-15	4557
16-20	7158
21-25	3587
26-30	1186
31-35	156
36-40	5
41-45	2
46-50	0
51-55	0
56-60	0
61-65	0
66-70	0
71-75	0
76-80	0
81-85	0
86-90	0
91-95	0
96-100	0
Total	17785

Speed Report

HERE ON THE LEFT IS THE ELEMENTARY SCHOOL ENTRANCE AND THE ONE ON THE RIGHT FACING SMITH STREET DATA WAS GATHERED FROM THE RADAR SINGS 3 MONTH REPORT

BRENDEN ANGLIN

Thank you.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 10, 2025

Agenda Item #: H.4

SUBJECT: Approval of proposed City Employee Compensation Study
DEPARTMENT: Human Resources
DATE SUBMITTED: September 5, 2025
SUBMITTED BY: Human Resources
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Review of the proposed Employee Compensation Study.

Recommendation:

Approval and implementation of proposed Employee Compensation Study.

Attachments:

- City employee compensation study

Fiscal Impact (Finance): Yes

See attached documents.

Legal Review (City Attorney): Yes

Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

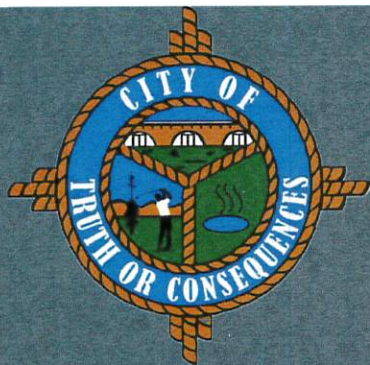
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-10-25



Compensation Study

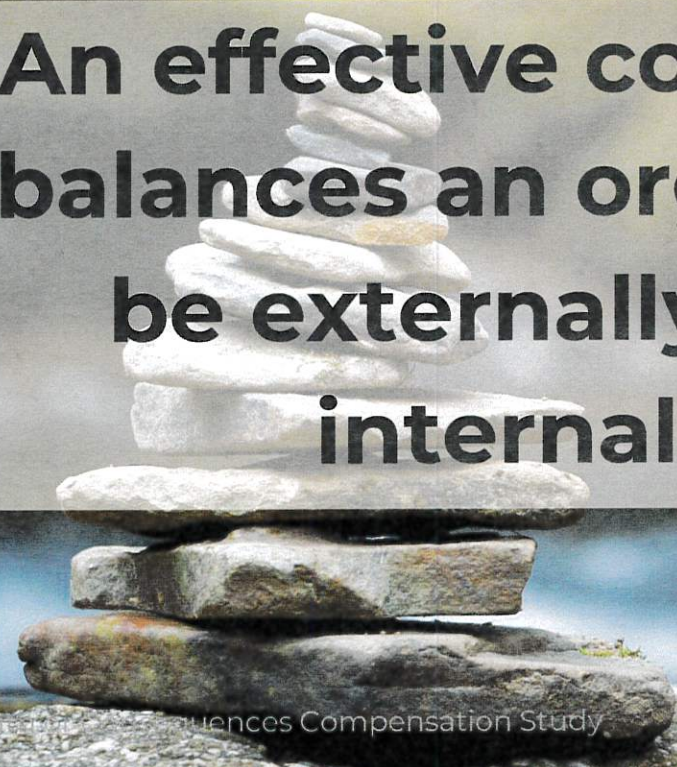
City Commission Report

Presented by City
Management

Key Concerns Addressed

- Desire for greater market responsiveness and internal consistency
- Eagerness to pay a livable wage
- Desire to become premiere employer-of-choice

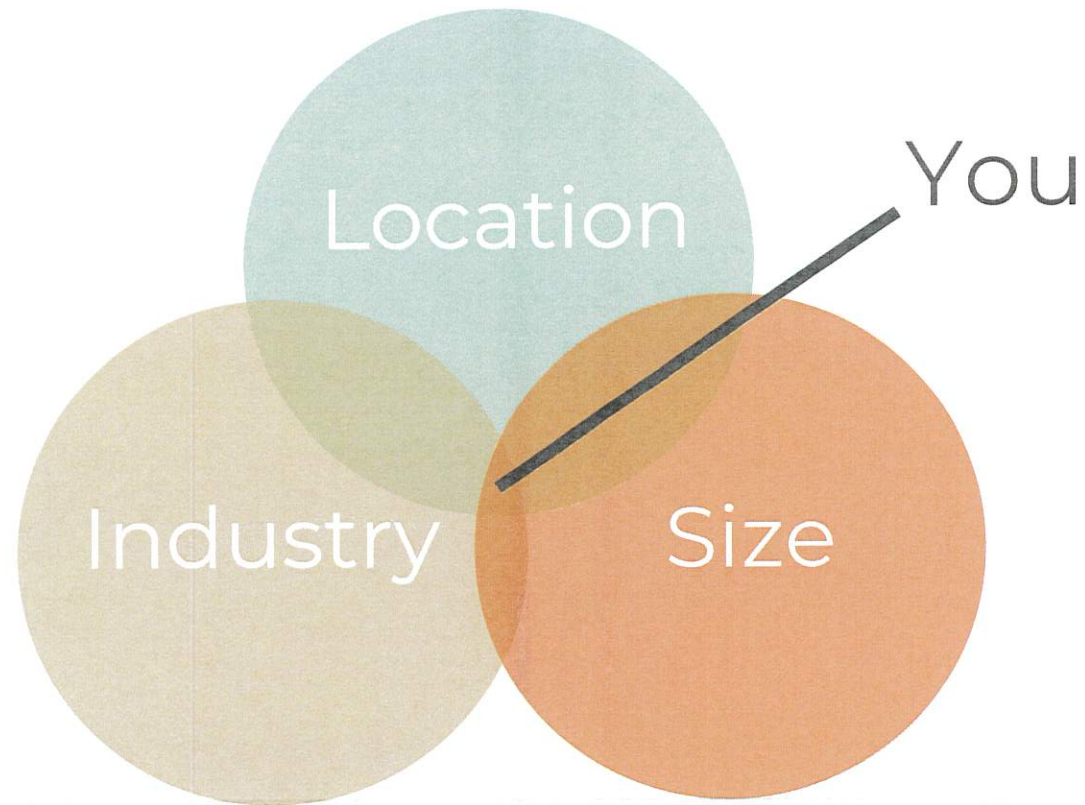
... — Study Objectives — ...



**An effective compensation system
balances an organization's need to
be externally competitive and
internally consistent.**



Defining Market





Market Determination

Salary Surveys

- Bureau of Labor Statistics
- CompAnalyst
- Department of Labor
- EACR Non-Profit Organization Salary Survey
- Economic Research Institute
- O*Net Online Database
- World at Work

Comparable Employers

- Job postings for comparable positions
- City of Aztec
- City of Hobbs
- City of Raton
- Sierra County
- Town of Edgewood
- Town of Taos
- VCG's confidential database of salary sources, including other New Mexico municipalities



Salary Structures

Non-Exempt

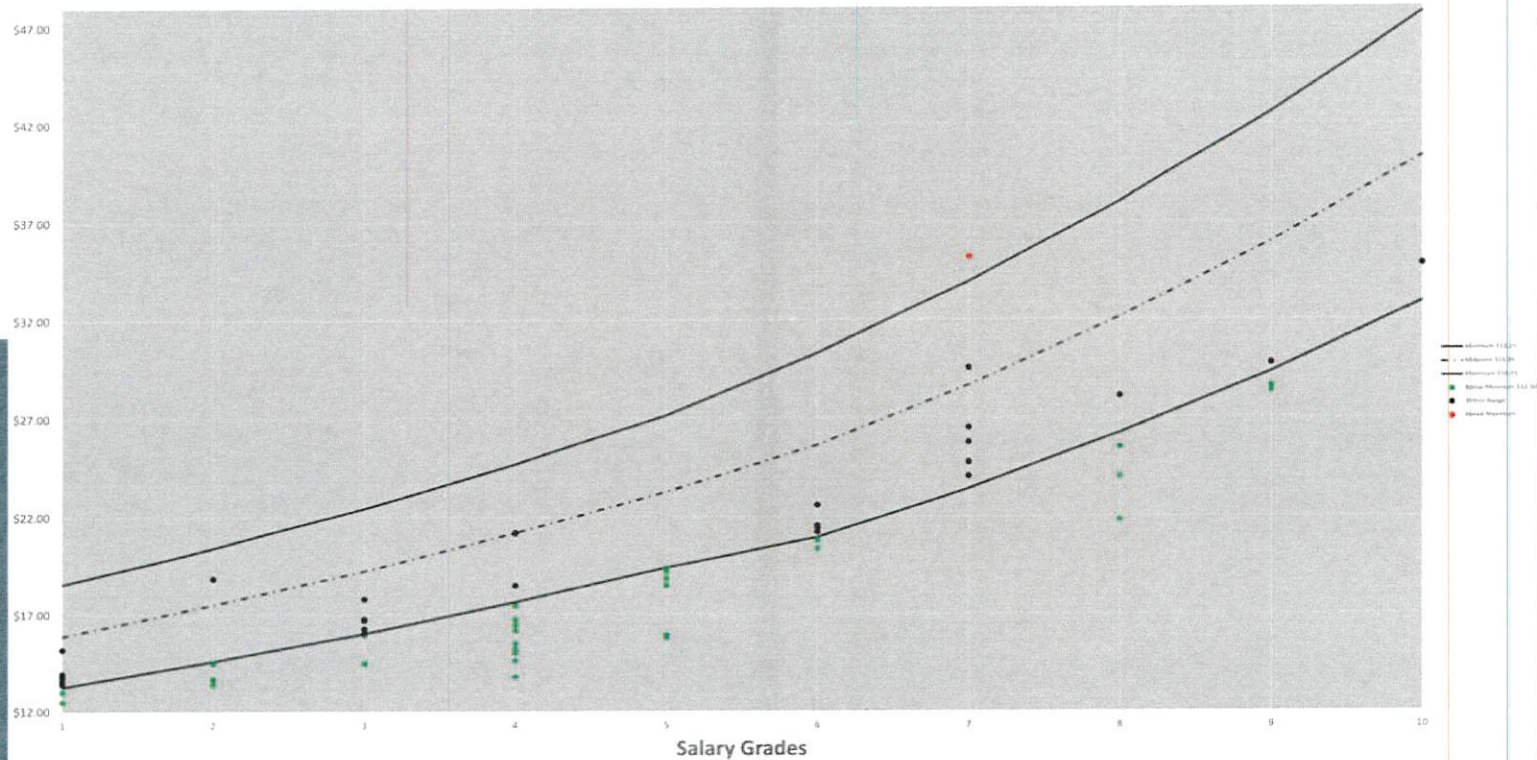
Grades	Minimum		Midpoint		Maximum	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
NE1	\$13.25	\$27,560.00	\$15.90	\$33,072.00	\$18.55	\$38,584.00
NE2	\$14.58	\$30,326.40	\$17.49	\$36,379.20	\$20.41	\$42,452.80
NE3	\$16.03	\$33,342.40	\$19.24	\$40,019.20	\$22.44	\$46,675.20
NE4	\$17.63	\$36,670.40	\$21.16	\$44,012.80	\$24.68	\$51,334.40
NE5	\$19.40	\$40,352.00	\$23.28	\$48,422.40	\$27.16	\$56,492.80
NE6	\$20.91	\$43,492.80	\$25.61	\$53,268.80	\$30.32	\$63,065.60
NE7	\$23.41	\$48,692.80	\$28.68	\$59,654.40	\$33.94	\$70,595.20
NE8	\$26.22	\$54,537.60	\$32.12	\$66,809.60	\$38.02	\$79,081.60
NE9	\$29.36	\$61,068.80	\$35.97	\$74,817.60	\$42.57	\$88,545.60
NE10	\$32.89	\$68,411.20	\$40.29	\$83,803.20	\$47.69	\$99,195.20





Compensation Highway

City of Truth or Consequences - Non-Exempt Compensation Highway



City of Truth or Consequences Compensation Study



Cost to Mitigate Compression

	Additional Cost to Address Compression	Total Estimated Cost	Average Compa-Ratio Achieved
Non-Exempt	\$134,669.60	\$241,030.40	89%
Exempt	\$67,138.73	\$70,574.33	93%
Total	\$201,808.33	\$311,604.73	90%

6.99% of payroll

Compression assumes an employee with **8 years in position** should be paid at the market-aligned midpoint.



Policy Evaluation

VCG recommends adopting policy to will support market-based pay practices.
Recommended additions include:

**Updating language
referencing the salary
structure's design to align
with recommendations**

**Guidance on how the City
will maintain the structure
over time**

**Adding language regarding
job descriptions and cases in
which an individual may be
required to perform duties
not captured**

**Adding language
regarding compliance with
the Fair Labor Standards
Act (FLSA)**

**Recommending
opportunities for merit-
based increases**

**Adding language pertaining to
placements for New Hires,
Promotions, Transfers,
Demotions and
Reclassifications**



Implementation



Approve

- Determine if it is economically feasible to implement the recommendations
- Approve structure



Prepare

- Assess the timing and method for addressing employees paid less than new grade minimums.
- Identify date for implementation
- Determine resources needed (e.g., payroll dates, forms, etc.)



Implement

- Train managers
- Communicate to employees
- Implement new structure
- Implement increases to minimum
- Prepare for compression increases



Maintain

- Monitor employees paid over maximum
- Review/adjust structure every 12-24 months
- Utilize salary calculator
- Benchmark every 2-3 years

Salary Study Financial Obligation

	Approved Final Budget	Proposed Increase	Difference from Current to 09/2025
Clerks	\$224,395	\$239,907	\$15,512
City Manager	\$209,441	\$210,823	\$1,382
Finance	\$492,507	\$510,096	\$17,589
Animal Shelter	\$274,505	\$281,431	\$6,926
Police	\$2,946,535	\$2,887,952	-\$58,583
Code Enforcement	\$202,973	\$200,148	-\$2,825
Parks	\$284,283	\$333,049	\$48,766
Community Development	\$117,152	\$117,152	\$0
Streets	\$617,654	\$604,773	-\$12,881
Fleet	\$239,460	\$257,325	\$17,865
Community Services	\$102,020	\$102,020	\$0
Facilities	\$416,546	\$469,527	\$52,981
PIO	\$63,079	\$66,772	\$3,693
Pool	\$103,919	\$107,764	\$3,845
Library	\$255,365	\$275,637	\$20,272
Utility Office	\$330,928	\$355,532	\$24,604
Electric	\$1,310,789	\$1,285,347	-\$25,442
Water	\$639,819	\$613,025	-\$26,794
Wastewater	\$483,201	\$448,188	-\$35,013
Sanitation	\$944,525	\$975,678	\$31,153
Golf Course	\$236,475	\$225,244	-\$11,231
	\$10,495,571	\$10,567,390	\$71,819

Example Payroll Calculator

	Position	Current Year of experience	9/20/2025	Annual Increase
1	Parks Worker	New Hire	\$16.03	\$16.43
2	Admin Assistant	3 years of experience	\$18.07	\$18.51
3	Maintenance Tech II	4 years of experience	\$19.39	\$19.83
4	PT Library Clerk	3 years of experience	\$15.67	\$16.04
5	Animal Lead	5 years of experience	\$15.31	\$15.67
6	Water Gen Laborer	5 years of experience	\$17.23	\$18.03
7	Facilities Tech	1 year experience	\$16.03	\$16.43
8	UB Clerk	1 year experience	\$14.58	\$14.94
9	Electric	Lineman 3	\$23.41	\$26.96
10	PD Certified Off	1 year experience	\$24.75	\$25.38

- * In the future annual increases will be determined using the salary calculator
- * All annual pay increase shall require 6 hours of continuing educate and evaluation
- * All probationary employee will require 90 days, 6 months and annual evaluation for continued employment

**Appendix A: City of Truth or Consequences
Non-Exempt Salary Structure**

Grade	NE1	NE2	NE3	NE4	NE5	NE6	NE7	NE8	NE9	NE10
Maximum	\$18.55	\$20.41	\$22.44	\$24.68	\$27.16	\$30.32	\$33.94	\$38.02	\$42.57	\$47.69
Midpoint	\$15.90	\$17.49	\$19.24	\$21.16	\$23.28	\$25.61	\$28.68	\$32.12	\$35.97	\$40.29
Minimum	\$13.25	\$14.58	\$16.03	\$17.63	\$19.40	\$20.91	\$23.41	\$26.22	\$29.36	\$32.89
Animal Control			Animal Control Officer							
Animal Shelter	Animal Shelter Attendant	Animal Shelter Lead								
CMO						Executive Assistant to the City Manager				
Clerks				Administrative Assistant		Deputy City Clerk				
Electric				Administrative Assistant						
				Lineman Apprentice	Lineman 3rd Class	Lineman 2nd Class	Lineman 1st Class	Journeyman Electrician	Lineman Crew Chief	
Facility Management		Maintenance/Custodian	Maintenance Technician I	Maintenance Technician II	Maintenance Foreman					
Finance						Accounts Payable Specialist	Human Resources Specialist			
						Payroll Specialist	IT Support Analyst			
						Chief Procurement Officer				
Fleet				Administrative Assistant	Fleet Mechanic II	Fleet Maintenance I				
Golf Course	Pro Shop Clerk	Maintenance Technician I (Part Time)	Maintenance Technician II	Golf Course Operator						

**Appendix A: City of Truth or Consequences
Non-Exempt Salary Structure**

Grade	NE1	NE2	NE3	NE4	NE5	NE6	NE7	NE8	NE9	NE10
Maximum	\$18.55	\$20.41	\$22.44	\$24.68	\$27.16	\$30.32	\$33.94	\$38.02	\$42.57	\$47.69
Midpoint	\$15.90	\$17.49	\$19.24	\$21.16	\$23.28	\$25.61	\$28.68	\$32.12	\$35.97	\$40.29
Minimum	\$13.25	\$14.58	\$16.03	\$17.63	\$19.40	\$20.91	\$23.41	\$26.22	\$29.36	\$32.89
Library		Library Clerk (Part Time)	Library Technician							
Parks		Maintenance Worker I (Part time)	Maintenance Worker II	Maintenance Worker Foreman			Parks Manager			
Pool				Pool Supervisor						
Police				Evidence Technician	Police Officer (Uncertified)	Office Manager	Police Officer (Certified)		Police Sergeant	Police Lieutenant
				Administrative Assistant					Police Detective Sergeant	
Lodger Tax						Tourism Coordinator/Public Information Officer				
Solid Waste		Solid Waste Scale House Attendant		Administrative Assistant						
				Driver/Collector		Solid Waste Foreman		Solid Waste Supervisor		
Streets			Street General Laborer	Street Equipment Operator I	Street Equipment Operator II	Street Equipment Foreman				
Utility Office		Utility Billing Clerk		Collection Agent		Account Receivable Supervisor				
Wastewater			Water/Wastewater General Laborer	Wastewater Operator I	Wastewater Operator II	Wastewater Operator III	Wastewater Operator IV		Wastewater Supervisor	
Water			Water/Wastewater General Laborer	Water Operator I	Water Operator II	Regulatory and Compliance Specialist	Water Operator IV		Water Supervisor	
				Administrative Assistant		Water Operator III				
Seasonals		Seasonal	Seasonal Lifeguards							



TRUTH OR CONSEQUENCES NEW MEXICO

Annual Continuing Education Training Plan

Program Overview

All employees are required to complete a minimum of 6–8 hours of continuing education each year. This program ensures compliance with safety standards, supports professional development, and maintains up-to-date knowledge of organizational policies.

Important: Completion of the required training is mandatory for eligibility for annual pay increases. Employees who do not complete the program will not receive their approved scheduled increase until training requirements are met.

Core Training Requirements (Every Year, HR will announce each year)

- Technology & Policy Updates – 1–2 hours
 - Covers organizational policy changes, regulatory updates, and technology tools.
- Job-Specific Skill Development – 2 hours
 - Tailored to departmental needs (e.g., equipment operation, customer service, administration).
- Workplace Safety & Compliance – 2 hours
 - Topics: hazard communication, emergency procedures, PPE, ergonomics, bloodborne pathogens.

Rotating / Specialized Training

- Harassment & Ethics Training – 2 hours (required every other year).
- Defensive Driving Course – 6 hours (required once every four years).

Sample Annual Schedule (Approx. 6–8 Hours)

- Q1: Workplace Safety & Compliance (2 hrs)
- Q2: Job-Specific Skill Development (2 hrs)
- Q3: Technology/Policy Update (1–2 hrs)
- Q4: Rotating Requirement (Harassment/Ethics OR Defensive Driving, based on cycle)

Employee Details

Name: [Employee's Full Name]

Position: [Employee's Job Title]

Department: [Employee's Department]

Manager: [Manager's Name]

Date Hired: [Employee's Start Date]

Evaluation Date: [Date of Evaluation]

Performance Evaluation

Use the scale below to rate the employee's performance:

1. Poor 2. Below Average 3. Average 4. Above Average 5. Excellent

No.	Evaluation Criteria	Rating (1-5)	Comments
1	Quality of Work		
2	Quantity of Work		
3	Dependability		
4	Communication Skills		
5	Teamwork		
6	Problem-Solving Abilities		
7	Time Management		
8	Adaptability/Flexibility		
9	Technical Skills/Knowledge		
10	Initiative and Proactiveness		

No.	Goals/Objectives	Status	Comments
1			
2			
3			
4			
5			

No.	Name of Colleague	Feedback
1		
2		
3		
4		
5		

Areas of Improvement

List down areas where the employee can improve:

1

2

3

4

5

Manager's Comments

[Provide detailed feedback and observations about the employee's performance, attitude, and potential.]

Employee's Comments

[Space for the employee to provide their feedback or comments.]

Manager

Date

Employee

Date



TRUTH OR CONSEQUENCES NEW MEXICO

Job Description

Position Title: General Labor

Department: [Insert Department]

Reports To: [Insert Supervisor/Manager Title]

FLSA Status: Non-Exempt

Pay Grade: NE3

Updated by: Alona Niebergall on 09/05/2025

General Purpose

Under general supervision, the General Labor position performs a variety of manual tasks and basic maintenance duties to support the City of Truth or Consequences' operations. This position ensures that work areas remain safe, clean, and functional while providing assistance with projects as directed.

Duties and Responsibilities

- Perform general labor tasks including lifting, carrying, loading, and moving materials and equipment.
- Assist with the setup, maintenance, and cleanup of job sites, city facilities, and public areas.
- Operate hand tools and light power equipment as trained and directed.
- Maintain cleanliness and safety of assigned work areas.
- Support skilled workers and city staff with assigned tasks.
- Follow all safety rules, regulations, and procedures established by the City.
- Respond to directions and complete assigned work in a timely manner.
- Perform other duties as assigned.



TRUTH OR NEW MEXICO CONSEQUENCES

Minimum Qualifications (Education and Experience)

- High school diploma or GED or able to obtain within 3 months of offer.
- Previous work experience in general labor, construction, maintenance, or related fields desirable but not required.

Knowledge, Skills, and Abilities

- Ability to understand and follow oral and written instructions.
- Knowledge of safe work practices and procedures.
- Ability to work outdoors in varying weather conditions.
- Ability to work independently and as part of a team.
- Physical stamina and willingness to perform manual labor.
- Strong attention to safety and detail.

Required Licenses and Certificates

- Valid New Mexico driver's license required.
- OSHA or equipment operation certifications are preferred but not required.

Equipment, Tools, Materials, and Programs

- Hand tools such as hammers, shovels, wrenches, rakes, and similar equipment.
- Power tools and light equipment (e.g., drills, saws, mowers, forklifts) as trained.
- Personal Protective Equipment (PPE).
- City timekeeping and reporting systems as applicable.



TRUTH OR CONSEQUENCES NEW MEXICO

Work Environment

- Work performed indoors and outdoors in all weather conditions.
- Possible exposure to noise, dust, dirt, fumes, and hazardous materials.
- Work may require the use of protective clothing and safety equipment.

Physical Functions

- Frequent standing, walking, bending, stooping, and lifting of objects up to 50 lbs.
- Ability to climb ladders, work at heights, and perform repetitive physical tasks.
- Requires sufficient vision, hearing, and mobility to safely perform duties.

Selection Guidelines

- Formal application, rating of education and experience, oral interview, and reference check.
- Job-related skills testing may be required.
- The duties listed are intended only as illustrations of the various types of work that may be performed. The City of Truth or Consequences reserves the right to add, remove, or modify duties as necessary.

Equal Opportunity Statement

The City of Truth or Consequences is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age, veteran status, or any other protected characteristic as established by law.



Date

Employee Name

Address

City, State Zip

Dear Employee,

I am very pleased to present your Total Compensation Statement. Your benefit package represents a significant addition to your cash compensation. Each year the City of Truth or Consequences makes significant contributions toward your personal benefits, which are an important component of your total compensation. This statement outlines the total income opportunity and benefits provided to you by the City of Truth or Consequences, as well as the cost of those benefits.

Please read this information carefully. If there is a specific benefit that you would like to discuss in detail, please do not hesitate to call the Human Resources Department.

We value and appreciate your commitment and contribution to Company.

Sincerely,

Name

City Manager or HR Director

Total Compensation Summary for Employee, as of June 2025

Compensation

Annual Salary	\$50,000.00	-	\$24.04
Total Compensation	\$50,000.00		

Benefits (Insurance)

	City	Employee
Medical	\$14,400.00	\$3,600.00
Dental	\$1,800.00	\$0.00
Vision	\$120.00	\$0.00
Life Insurance	\$36.00	\$120.00
Insurance Benefits	\$16,356.00	\$3,720.00

Benefits (Mandated)

	City	Employee
Workers' Compensation	\$1,650.25	\$0.00
Social Security	\$3,565.00	\$3,565.00
Medicare	\$833.75	\$833.75
FUTA Tax	\$42.00	\$0.00
Mandated Benefits	\$6,091.00	\$4,398.75

Benefits (Retirement)

	City
Retirement Match	\$1,725.00
Retirement Benefits	\$1,725.00

Work/Life

	City
Training	\$6,000.00
Total Work/Life	\$10,500.00

Paid Time Off (PTO)

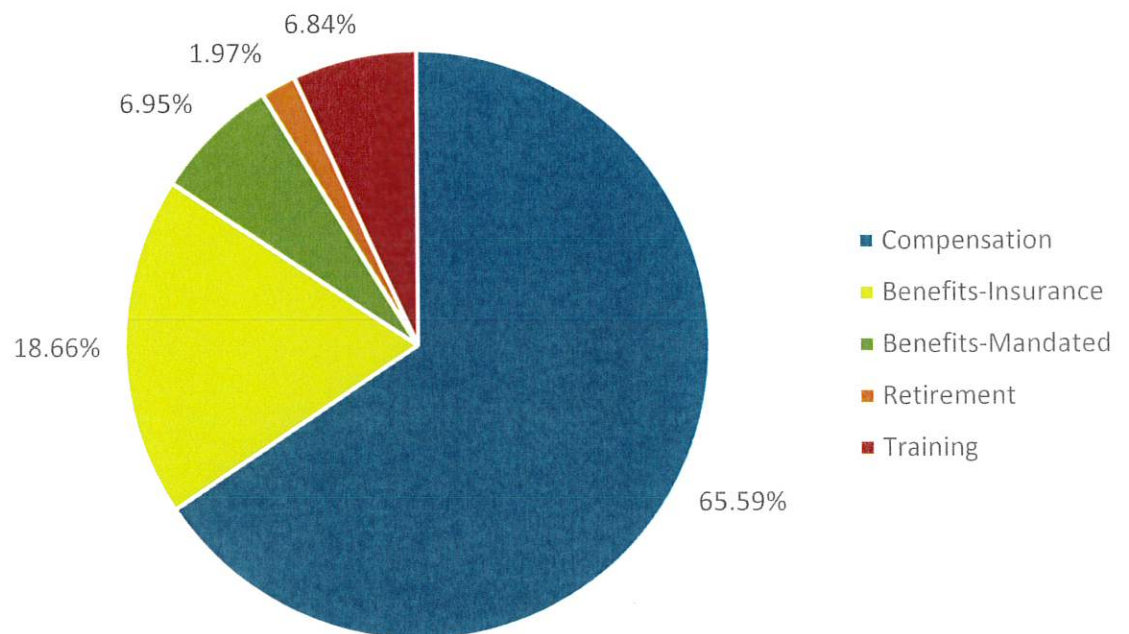
	City
Vacation	13 days
Holidays	14 days
Sick Leave	13 days
Other leave (i.e. bereavement, jury duty, etc.)	0 days
Total PTO (days per year)	40 days

Summary

	City	Employee
Compensation	\$50,000.00	\$0.00
Benefits - Insurance	\$16,356.00	\$3,720.00
Benefits - Mandated	\$6,091.00	\$4,398.75
Retirement	\$1,725.00	\$0.00
Work Life	\$6,000.00	\$0.00
Paid Time Off	40 days	\$0.00
Total	\$80,172.00	\$8,118.75

Total Compensation Value offered to Employee

This chart illustrates the components of your total compensation package, as follows:



Benefit Cost Breakdown

